

UNITED STATES JUDICIAL PANEL
on
MULTIDISTRICT LITIGATION

**IN RE: MIRENA IUD PRODUCTS
LIABILITY LITIGATION**

MDL No. 2434

TRANSFER ORDER

Before the Panel:* Defendant Bayer HealthCare Pharmaceuticals, Inc. (Bayer) moves under Panel Rule 7.1 to vacate the Panel’s order conditionally transferring the action listed on Schedule A (*Loiselle*) to the Southern District of New York for inclusion in MDL No. 2434. Plaintiff opposes the motion to vacate and supports transfer.

After considering the argument of counsel, we find that the *Loiselle* action shares common questions of fact with the actions previously transferred to MDL No. 2434, and that transfer under 28 U.S.C. § 1407 will serve the convenience of the parties and witnesses and promote the just and efficient conduct of this litigation. Like many of the already-centralized actions, plaintiff alleges that she experienced injuries related to uterine perforation, embedment, or migration as a result of the Mirena IUD. We further find that transfer of this action is appropriate for the reasons set out in our original order directing centralization in this docket. In that order, we held that the Southern District of New York was an appropriate Section 1407 forum for actions involving the alleged risk of uterine perforation and migration associated with the Mirena IUD and the adequacy of the product’s warning label with respect to those risks. *See In re: Mirena IUD Prods. Liab. Litig.*, 938 F. Supp. 2d 1355, 1356 (J.P.M.L. 2013).

In opposition to transfer, Bayer argues that the injuries asserted in the *Loiselle* action, which it characterizes as limited to “abdominal pain,” “excessive bleeding,” and an allegedly abandoned claim of a “surgical removal,” are not within the scope of MDL No. 2434. But Bayer’s characterization of plaintiff’s alleged injuries is incomplete. The complaint alleges that plaintiff suffered “‘stabbing sensations’ in her abdomen and excessive bleeding, feeling like her insides were being ripped out,” and “she was forced to undergo surgical removal of the [Mirena] IUS.”¹ Moreover, in the Panel briefing, plaintiff’s counsel represents that “[plaintiff’s] injuries relate to perforation and migration.” Thus, the *Loiselle* action will benefit from pretrial proceedings on the

* Judge Charles R. Breyer took no part in the decision of this matter.

¹ Bayer has submitted email communications which allegedly refute that a surgical removal took place, essentially inviting us to assess the veracity of the complaint. We decline to do so. *See In re: Biomet M2a Magnum Hip Implant Prods. Liab. Litig.*, 896 F. Supp. 2d 1339, 1340 (J.P.M.L. 2012) (“We are typically hesitant to wade into a given litigation’s merits, as Biomet invites by citing statistics and studies of the reliability of the [product]”).

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common factual issues concerning uterine perforation and migration, and is appropriate for inclusion in MDL No. 2434.

In the event that further litigation of plaintiff's claims indicates the action will not benefit from common pretrial proceedings, we encourage the transferee court to suggest remand in accordance with Panel Rule 10.1(b). *See In re: Mirena IUD Prods. Liab. Litig.*, MDL No. 2434, Transfer Order (*Oropeza*), at 1-2 (J.P.M.L. Oct. 16, 2013).

IT IS THEREFORE ORDERED that this action is transferred to the Southern District of New York and, with the consent of that court, assigned to the Honorable Cathy Seibel for coordinated or consolidated pretrial proceedings.

PANEL ON MULTIDISTRICT LITIGATION



Sarah S. Vance
Chair

Marjorie O. Rendell
Ellen Segal Huvelle
Catherine D. Perry

Lewis A. Kaplan
R. David Proctor

**IN RE: MIRENA IUD PRODUCTS
LIABILITY LITIGATION**

MDL No. 2434

SCHEDULE A

Northern District of Florida

LOISELLE v. BAYER HEALTHCARE PHARMACEUTICALS, INC., ET AL.,
C.A. No. 3:15-00369