



THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel., and)
MIKE HUNTER)
ATTORNEY GENERAL OF OKLAHOMA,)
)
Plaintiff,)

v.)

PURDUE PHARMA L.P.; PURDUE PHARMA)
INC.; THE PURDUE FREDERICK COMPANY,)
INC.; TEVA PHARMACEUTICALS USA, INC.;)
CEPHALON, INC.; JOHNSON & JOHNSON;)
JANSSEN PHARMACEUTICALS, INC.;)
ORTHO-McNEIL-JANSSEN)
PHARMACEUTICALS, INC., n/k/a JANSSEN)
PHARMACEUTICALS, INC.; JANSSEN)
PHARMACEUTICA, INC., n/k/a JANSSEN)
PHARMACEUTICALS, INC.;)
ALLERGAN, PLC, f/k/a ACTAVIS PLC, f/k/a)
ACTAVIS, INC., f/k/a WATSON)
PHARMACEUTICALS, INC.; WATSON)
LABORATORIES, INC.; ACTAVIS LLC; and)
ACTAVIS PHARMA, INC., f/k/a WATSON)
PHARMA, INC.,)

Defendants.)

Case No. CJ-2017-816

Honorable Thad Balkman

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY }
FILED

JAN 05 2018

In the office of the
Court Clerk MARILYN WILLIAMS

**ANSWER OF DEFENDANTS PURDUE PHARMA L.P.,
PURDUE PHARMA INC., AND THE PURDUE FREDERICK CO. INC.**

Defendants Purdue Pharma L.P., Purdue Pharma Inc., and The Purdue Frederick Company Inc. (collectively, "Purdue") respectfully submit this Answer and Affirmative Defenses to Plaintiff's Petition ("Petition").

PURDUE PRELIMINARY STATEMENT

The following matters are incorporated by reference into Purdue's responses to each Paragraph of the Petition.

A. Purdue is submitting this Answer only on behalf of itself. Where allegations are made against "Defendants" as a group, Purdue's responses only apply to itself.

B. The Petition contains purported references to documents and third-party publications and statements that have often been excerpted, paraphrased, characterized, and otherwise taken out of context. These documents and third-party publications and statements should be considered, if at all, in context and in unmodified form, and Purdue respectfully refers the Court to the respective materials for their complete contents.

C. Except as otherwise expressly stated herein, Purdue expressly denies each and every allegation contained in the Petition, including without limitation any allegations contained in the preamble, unnumbered paragraphs, headings, subheadings, table of contents, footnotes, and exhibits of the Petition, and specifically denies any liability to Plaintiff.

D. Purdue reserves the right to seek to amend and supplement its Answer as may be appropriate or necessary.

RESPONSE TO PLAINTIFF'S "PETITION"

To the extent that the titles, headings, subheadings, paragraphs, footnotes and exhibits of the Petition are intended to be allegations directed to Purdue, they are, unless specifically admitted, denied.

RESPONSE TO SECTION ENTITLED "INTRODUCTION"

1. With respect to the "Editorial Comment" immediately preceding the section entitled "Introduction," Purdue admits only that the Editorial Comment purports to refer to a

passage in *American Medicine*, which speaks for itself, but Purdue denies any attempt by Plaintiff to characterize or paraphrase that passage. Purdue otherwise denies the allegations in the “Editorial Comment” immediately preceding the section entitled “Introduction.” With respect to Paragraph 1, Purdue admits only that its FDA-approved prescription opioid medications have certain well-known and disclosed risks, including concerning addiction, that are set forth in the FDA-approved full prescribing information for each of those medications. Purdue respectfully refers the Court to the full-prescribing information for each of its medications, which speaks for itself, and Purdue denies the allegations of Paragraph 1 to the extent they are inconsistent therewith. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1 and therefore denies those allegations.

2. Purdue admits only that certain of the Purdue defendants at relevant times were engaged in the business of manufacturing, selling, or distributing in the United States certain FDA-approved prescription opioid pain medications. Purdue denies each and every remaining allegation in Paragraph 2 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2 as they relate to other Defendants and therefore denies those allegations.

3. Purdue denies each and every allegation in Paragraph 3 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3 as they relate to other Defendants and therefore denies those allegations.

4. Purdue denies each and every allegation in Paragraph 4 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4 as they relate to other Defendants and therefore denies those allegations.

5. Purdue denies each and every allegation in the first sentence of Paragraph 5 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 5 as they relate to other Defendants and therefore denies those allegations. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 5 and therefore denies those allegations.

6. Purdue denies each and every allegation in the final sentence of Paragraph 6 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the final sentence of Paragraph 6 as they relate to other Defendants and therefore denies those allegations. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 6 and therefore denies those allegations.

7. Purdue respectfully refers the Court to Plaintiff's Petition and the relief it seeks therein, but Purdue denies that its conduct or caused or contributed to Plaintiff's alleged injuries, and denies that it is liable to Plaintiff for damages or any other relief sought in the Petition. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7 as they relate to other Defendants and therefore denies those allegations. The allegations in this paragraph are otherwise denied.

RESPONSE TO SECTION ENTITLED "JURISDICTION AND VENUE"

8. Purdue admits that Plaintiff purports to assert claims set forth in Section V below, including a claim under the Oklahoma Medicaid False Claims Act ("OMFCA"), Okla. Stat. tit. 63, §§5053.1-7, but denies that Plaintiff's Petition states a claim for relief under the OMFCA or any other cause of action that it purports to assert. The remaining allegations in Paragraph 8 purport to state a legal conclusion, to which no response is required. To the extent a response is

deemed necessary, Purdue respectfully refers the Court to the OMFCA, which speaks for itself, and Purdue denies the allegations of Paragraph 8 to the extent they are inconsistent therewith.

9. Paragraph 9 purports to state a legal conclusion, to which no response is required. To the extent a response is deemed necessary, Purdue admits only that certain of the Purdue defendants at relevant times were engaged in the business of manufacturing, selling, or distributing in the United States, including Cleveland County and Oklahoma, certain FDA-approved prescription opioid pain medications. Purdue denies each and every remaining allegation in Paragraph 9 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9 as they relate to other Defendants and therefore denies those allegations.

10. Purdue admits only that certain of the Purdue defendants at relevant times were engaged in the business of manufacturing, selling, or distributing in the United States certain FDA-approved prescription opioid pain medications. Purdue denies each and every remaining allegation in Paragraph 10 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10 as they relate to other Defendants and therefore denies those allegations.

11. Paragraph 11 purports to state a legal conclusion, to which no response is required. To the extent a response is deemed necessary, Purdue denies each and every allegation in Paragraph 11.

RESPONSE TO SECTION ENTITLED "PARTIES"

12. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 and therefore denies those allegations.

13. Purdue admits the allegations in the first and second sentence of Paragraph 13. Purdue denies each and every remaining allegation in Paragraph 13.

14. Purdue admits that certain of the Purdue defendants at relevant times were engaged in the business of manufacturing, marketing, and selling in the United States OxyContin®, MS Contin®, Dilaudid®, Dilaudid-HP®, Butrans®, and Hysingla ER®. Purdue also admits that in 2014 the FDA approved Targiniq ER®. Purdue denies any remaining allegations in Paragraph 14.

15. The allegations in Paragraph 15 are not directed at Purdue and therefore no response from Purdue is required. To the extent a response is deemed necessary, Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 and therefore denies those allegations.

16. The allegations in Paragraph 16 are not directed at Purdue and therefore no response from Purdue is required. To the extent a response is deemed necessary, Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16 and therefore denies those allegations.

17. The allegations in Paragraph 17 are not directed at Purdue and therefore no response from Purdue is required. To the extent a response is deemed necessary, Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 and therefore denies those allegations.

18. The allegations in Paragraph 18 are not directed at Purdue and therefore no response from Purdue is required. To the extent a response is deemed necessary, Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18 and therefore denies those allegations.

19. The allegations in Paragraph 19 are not directed at Purdue and therefore no response from Purdue is required. To the extent a response is deemed necessary, Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19 and therefore denies those allegations.

20. The allegations in Paragraph 20 are not directed at Purdue and therefore no response from Purdue is required. To the extent a response is deemed necessary, Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 and therefore denies those allegations.

RESPONSE TO SECTION ENTITLED "FACTUAL ALLEGATIONS"

21. Purdue denies each and every allegation in subheadings A and i as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in subheadings A and i as they relate to other Defendants and therefore denies those allegations. Purdue denies each and every allegation in Paragraph 21 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21 as they relate to other Defendants and therefore denies those allegations.

22. Purdue admits only that Paragraph 22 purports to refer to certain findings by the Centers for Disease Control ("CDC"), which speak for themselves, but Purdue denies any attempt by Plaintiff to characterize or paraphrase those findings. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 22 and therefore denies those allegations.

23. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 and therefore denies those allegations.

24. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24 and therefore denies those allegations.

25. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25 and therefore denies those allegations.

26. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26 and therefore denies those allegations.

27. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27 and therefore denies those allegations.

28. Purdue admits only that Paragraph 28 purports to refer to certain findings by the CDC, which speak for themselves, but Purdue denies any attempt by Plaintiff to characterize or paraphrase those findings. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 28 and therefore denies those allegations.

29. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29 and therefore denies those allegations.

30. Purdue denies each and every allegation in the first sentence of Paragraph 30 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 30 as they relate to other Defendants and therefore denies those allegations. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 30 and therefore denies those allegations.

31. Purdue denies each and every allegation in subheading ii and Paragraph 31 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in subheading ii and Paragraph 31 as they relate to other Defendants and Plaintiff and therefore denies those allegations.

32. Purdue denies each and every allegation in Paragraph 32 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32 as they relate to other Defendants and Plaintiff and therefore denies those allegations.

33. Purdue admits only that Paragraph 33 purports to refer to certain findings in a report by the Governor's and Attorney General's Task Force on Mental Health, Substance Abuse and Domestic Violence, which speaks for itself, but Purdue denies any attempt by Plaintiff to characterize or paraphrase those findings. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 33 and therefore denies those allegations.

34. Purdue denies each and every allegation in Paragraph 34 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34 as they relate to other Defendants and therefore denies those allegations.

35. Purdue denies each and every allegation in the first sentence of Paragraph 35. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the second sentence of Paragraph 35 and therefore denies those allegations.

36. The allegations in Paragraph 36 are not directed at Purdue and therefore no response from Purdue is required. To the extent a response is deemed necessary, Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36 and therefore denies those allegations.

37. The allegations in Paragraph 37 are not directed at Purdue and therefore no response from Purdue is required. To the extent a response is deemed necessary, Purdue lacks

knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37 and therefore denies those allegations.

38. The allegations in Paragraph 38 are not directed at Purdue and therefore no response from Purdue is required. To the extent a response is deemed necessary, Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38 and therefore denies those allegations.

39. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39 and therefore denies those allegations.

40. Purdue denies each and every allegation in Paragraph 40 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40 as they relate to other Defendants and therefore denies those allegations.

41. Purdue denies each and every allegation in Paragraph 41 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41 as they relate to other Defendants and therefore denies those allegations.

42. Purdue denies each and every allegation in Paragraph 42 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42 as they relate to other Defendants and therefore denies those allegations.

43. Purdue denies each and every allegation in Paragraph 43 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43 as they relate to other Defendants and therefore denies those allegations.

44. Purdue admits only that Paragraph 44 purports to refer to certain findings by the CDC, which speak for themselves, but Purdue denies any attempt by Plaintiff to characterize or

paraphrase those findings. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 44 and therefore denies those allegations.

45. Purdue denies each and every allegation in the first sentence of Paragraph 45 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 45 as they relate to other Defendants and therefore denies those allegations. As to the remaining allegations in Paragraph 45, Purdue admits only that those allegations purport to refer to a 2016 CDC study, which speaks for itself, but Purdue denies any attempt by Plaintiff to characterize or paraphrase that study. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 45 and therefore denies those allegations.

46. Purdue denies each and every allegation in the first sentence of Paragraph 46 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 46 as they relate to other Defendants and therefore denies those allegations. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 46 and therefore denies those allegations.

47. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47 and therefore denies those allegations.

48. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 48 and therefore denies those allegations.

49. Purdue denies each and every allegation in Paragraph 49 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 49 as they relate to other Defendants and therefore denies those allegations.

50. Purdue denies each and every allegation in Paragraph 50 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 50 and therefore denies those allegations.

51. Purdue denies each and every allegation in subheading B and Paragraph 51 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in subheading B and Paragraph 51 as they relate to other Defendants and non-parties and therefore denies those allegations.

52. Purdue denies each and every allegation in subheading i and Paragraph 52 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in subheading i and Paragraph 52 as they relate to other Defendants and therefore denies those allegations.

53. Purdue admits only that Paragraph 53 purports to refer to certain documents and a purported interview, which speak for themselves, but Purdue denies any attempt by Plaintiff to characterize or paraphrase them. Purdue denies each and every remaining allegation in Paragraph 53 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 53 as they relate to other Defendants and therefore denies those allegations.

54. Purdue admits only that at certain times it employed sales representatives pertaining to certain of its opioid medications. Purdue denies each and every remaining allegation in Paragraph 54 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54 as they relate to other Defendants and therefore denies those allegations.

55. Purdue admits only that at certain times it employed sales representatives and engaged in sales activities pertaining to certain of its opioid medications. Purdue denies each and every remaining allegation in Paragraph 55.

56. Purdue admits only that Paragraph 56 purports to refer to the contents of a study published in a medical journal in 1980, which speaks for itself, but Purdue denies any attempt by Plaintiff to characterize or paraphrase that study. Purdue denies each and every remaining allegation in Paragraph 56 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56 as they relate to other Defendants and therefore denies those allegations.

57. Purdue denies each and every allegation in Paragraph 57 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 57 as they relate to other Defendants and therefore denies those allegations.

58. Purdue denies each and every allegation in subheading ii and Paragraph 58 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in subheading ii and Paragraph 58 as they relate to other Defendants and therefore denies those allegations.

59. Purdue denies each and every allegation in subheading 1 and Paragraph 59 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in subheading 1 and Paragraph 59 as they relate to other Defendants and therefore denies those allegations.

60. Purdue denies each and every allegation in Paragraph 60 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 60 as they relate to other Defendants and therefore denies those allegations.

61. Purdue denies each and every allegation in Paragraph 61 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 61 as they relate to other Defendants and non-parties, and therefore denies those allegations.

62. Purdue denies each and every allegation in Paragraph 62 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62 as they relate to other Defendants and non-parties, and therefore denies those allegations.

63. Purdue denies each and every allegation in subheading 2 and Paragraph 63 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in subheading 2 and Paragraph 63 as they relate to other Defendants and therefore denies those allegations.

64. Purdue admits that certain Purdue entities provided certain grant support to the American Pain Foundation (“APF”). Purdue further admits that Paragraph 64 purports to refer to the contents of certain treatment guides published by APF, which speak for themselves, but Purdue denies any attempt by Plaintiff to characterize or paraphrase those contents. Purdue denies each and every remaining allegation in Paragraph 64 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 64 as they relate to other Defendants and non-parties, and therefore denies those allegations.

65. Purdue admits that certain Purdue entities provided certain grant support to the American Academy of Pain Medicine (“AAPM”). Purdue further admits that Paragraph 65 purports to refer to the contents of certain treatment guidelines published by AAPM in 2009, which speak for themselves, but Purdue denies any attempt by Plaintiff to characterize or

paraphrase those contents. Purdue denies each and every remaining allegation in Paragraph 65 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 65 as they relate to other Defendants and non-parties, and therefore denies those allegations.

66. Purdue admits only that certain Purdue entities provided grant support to certain third parties. Purdue denies each and every remaining allegation in Paragraph 66 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66 as they relate to other Defendants and therefore denies those allegations.

67. Purdue denies each and every allegation in subheading C and Paragraph 67 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in subheading C and Paragraph 67 as they relate to other Defendants and therefore denies those allegations.

68. Purdue admits only that its FDA-approved prescription opioid medications have certain well-known and disclosed risks, including concerning addiction, that are set forth in the FDA-approved full prescribing information for each of those medications. Purdue respectfully refers the Court to the full prescribing information for those medications, which speaks for itself, and Purdue denies the allegations of Paragraph 68 to the extent they are inconsistent therewith. Purdue denies each and every remaining allegation in Paragraph 68 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68 as they relate to other Defendants and non-parties, and therefore denies those allegations.

69. Purdue admits only that Paragraph 69 purports to refer to the contents of a 2016 *CDC Guideline for Prescribing Opioids for Chronic Pain*, which speaks for itself, but Purdue denies any attempt by Plaintiff to characterize or paraphrase those contents. Purdue denies each and every remaining allegation in Paragraph 69.

70. Purdue denies each and every allegation in Paragraph 70 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 70 as they relate to other Defendants and therefore denies those allegations.

71. Purdue denies each and every allegation in the first sentence of Paragraph 71 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 71 as they relate to other Defendants and Plaintiff and therefore denies those allegations. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the second sentence of Paragraph 71 and therefore denies those allegations.

72. Purdue denies each and every allegation in subheading D and Paragraph 72 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in subheading D and Paragraph 72 as they relate to other Defendants and therefore denies those allegations.

RESPONSE TO PLAINTIFF'S FIRST CAUSE OF ACTION
OKLAHOMA MEDICAID FALSE CLAIMS ACT, 63 O.S. §§ 5053.1-7

73. Purdue incorporates by reference its responses to all other paragraphs of the Petition with the same legal force and effect as if fully set forth at length herein.

74. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 74 and therefore denies those allegations.

RESPONSE TO COUNT 1

75. Purdue denies each and every allegation in Paragraph 75 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75 as they relate to other Defendants and therefore denies those allegations.

76. Purdue denies each and every allegation in Paragraph 76 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 76 as they relate to other Defendants and therefore denies those allegations.

77. Purdue denies each and every allegation in Paragraph 77 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 77 as they relate to other Defendants and therefore denies those allegations.

78. Purdue denies each and every allegation in Paragraph 78 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 78 as they relate to other Defendants and therefore denies those allegations.

79. Purdue denies each and every allegation in Paragraph 79 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 79 as they relate to other Defendants and therefore denies those allegations.

80. Purdue denies each and every allegation in Paragraph 80 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 80 as they relate to other Defendants and therefore denies those allegations.

81. Purdue denies each and every allegation in Paragraph 81 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81 as they relate to other Defendants and therefore denies those allegations.

82. Purdue denies each and every allegation in Paragraph 82 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 82 as they relate to other Defendants and therefore denies those allegations.

RESPONSE TO COUNT 2

83. Purdue denies each and every allegation in Paragraph 83 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 83 as they relate to other Defendants and therefore denies those allegations.

84. Purdue denies each and every allegation in Paragraph 84 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 84 as they relate to other Defendants and therefore denies those allegations.

85. Purdue denies each and every allegation in Paragraph 85 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 85 as they relate to other Defendants and therefore denies those allegations.

86. Purdue denies each and every allegation in Paragraph 86 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 86 as they relate to other Defendants and therefore denies those allegations.

87. Purdue denies each and every allegation in Paragraph 87 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 87 as they relate to other Defendants and therefore denies those allegations.

88. Purdue denies each and every allegation in Paragraph 88 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 88 as they relate to other Defendants and therefore denies those allegations.

89. Purdue denies each and every allegation in Paragraph 89 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 89 as they relate to other Defendants and therefore denies those allegations.

90. Purdue denies each and every allegation in Paragraph 90 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90 as they relate to other Defendants and therefore denies those allegations.

91. Purdue respectfully refers the Court to Plaintiff's Petition and the relief stated in Paragraph 91, but Purdue denies that its conduct or caused or contributed to Plaintiff's alleged injuries, and denies that it is liable to Plaintiff for damages or any other relief sought in the Petition. Purdue otherwise denies the allegations in Paragraph 91.

RESPONSE TO PLAINTIFF'S CAUSE OF ACTION B
OKLAHOMA MEDICAID PROGRAM INTEGRITY ACT, 56 O.S. §§ 1001-1008

92. Purdue incorporates by reference its responses to all other paragraphs of the Petition with the same legal force and effect as if fully set forth at length herein.

93. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 93 and therefore denies those allegations.

94. Purdue denies each and every allegation in Paragraph 94 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 94 as they relate to other Defendants and therefore denies those allegations.

95. Purdue denies each and every allegation in Paragraph 95 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 95 as they relate to other Defendants and therefore denies those allegations.

96. Purdue denies each and every allegation in Paragraph 96 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 96 as they relate to other Defendants and therefore denies those allegations.

97. Purdue denies each and every allegation in Paragraph 97 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 97 as they relate to other Defendants and therefore denies those allegations.

98. Purdue denies each and every allegation in Paragraph 98 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 98 as they relate to other Defendants and therefore denies those allegations.

99. Purdue denies each and every allegation in Paragraph 99 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 99 as they relate to other Defendants and therefore denies those allegations.

100. Purdue denies each and every allegation in Paragraph 100 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 100 as they relate to other Defendants and therefore denies those allegations.

101. Purdue respectfully refers the Court to Plaintiff's Petition and the relief stated in Paragraph 101, but Purdue denies that its conduct or caused or contributed to Plaintiff's alleged injuries, and denies that it is liable to Plaintiff for damages or any other relief sought in the Petition. Purdue otherwise denies the allegations in Paragraph 101.

RESPONSE TO PLAINTIFF'S CAUSE OF ACTION C
OKLAHOMA CONSUMER PROTECTION ACTION, 15 O.S. §§ 751-65

102 through 115. Purdue incorporates by reference its responses to all other paragraphs of the Petition with the same legal force and effect as if fully set forth at length herein. The Court has previously dismissed with prejudice to refiling plaintiff's Cause of Action C under the

Oklahoma Consumer Protection Act., 15 O.S. §§ 751-65. Thus, no Answer to any such claim is necessary. Purdue, however, denies each and every allegation in Paragraphs 102 through 115.

RESPONSE TO PLAINTIFF'S CAUSE OF ACTION D
PUBLIC NUISANCE, 50 O.S. § 2

116. Purdue incorporates by reference its responses to all other paragraphs of the Petition with the same legal force and effect as if fully set forth at length herein.

117. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 117 and therefore denies those allegations.

118. Purdue denies each and every allegation in Paragraph 118 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 118 as they relate to other Defendants and therefore denies those allegations.

119. Purdue denies each and every allegation in the first sentence of Paragraph 119 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 119 as they relate to other Defendants and therefore denies those allegations. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 119 and therefore denies those allegations.

120. Purdue respectfully refers the Court to Plaintiff's Petition and the relief stated in Paragraph 120, but Purdue denies that its conduct or caused or contributed to Plaintiff's alleged injuries, and denies that it is liable to Plaintiff for damages or any other relief sought in the Petition. Purdue otherwise denies the allegations in Paragraph 120.

RESPONSE TO PLAINTIFF'S CAUSE OF ACTION F
FRAUD (ACTUAL AND CONSTRUCTIVE) AND DECEIT

121. Purdue incorporates by reference its responses to all other paragraphs of the Petition with the same legal force and effect as if fully set forth at length herein.

122. Purdue denies each and every allegation in Paragraph 122 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 122 as they relate to other Defendants and therefore denies those allegations.

123. Purdue denies each and every allegation in Paragraph 123 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 123 as they relate to other Defendants and therefore denies those allegations.

124. Purdue denies each and every allegation in Paragraph 124 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 124 as they relate to other Defendants and therefore denies those allegations.

125. Purdue denies each and every allegation in Paragraph 125 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 125 as they relate to other Defendants and non-parties, and therefore denies those allegations.

126. Purdue denies each and every allegation in Paragraph 126 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 126 as they relate to other Defendants and non-parties, and therefore denies those allegations.

127. Purdue denies each and every allegation in Paragraph 127 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 127 as they relate to other Defendants and non-parties, and therefore denies those allegations.

128. Purdue respectfully refers the Court to Plaintiff's Petition and the relief it seeks therein, and Purdue denies that its conduct or caused or contributed to Plaintiff's alleged injuries,

and denies that it is liable to Plaintiff for damages or any other relief sought in the Petition. Purdue otherwise denies the allegations in Paragraph 128.

129. Purdue denies each and every allegation in the first sentence of Paragraph 129 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 129 as they relate to other Defendants and therefore denies those allegations. Purdue respectfully refers the Court to Plaintiff's Petition and the relief stated in the second sentence of Paragraph 29, but Purdue denies that its conduct or caused or contributed to Plaintiff's alleged injuries, and denies that it is liable to Plaintiff for damages or any other relief sought in the Petition. Purdue otherwise denies the allegations in Paragraph 129.

RESPONSE TO PLAINTIFF'S CAUSE OF ACTION F
UNJUST ENRICHMENT

130. Purdue denies each and every allegation in Paragraph 130 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 130 as they relate to other Defendants and therefore denies those allegations.

131. Purdue denies each and every allegation in Paragraph 131 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 131 as they relate to other Defendants and non-parties, and therefore denies those allegations.

132. Purdue denies each and every allegation in Paragraph 132 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 132 as they relate to other Defendants and therefore denies those allegations.

133. Purdue denies each and every allegation in Paragraph 133 as to itself. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 133 as they relate to other Defendants and therefore denies those allegations.

RESPONSE TO SECTION ENTITLED "JURY DEMAND"

134. Purdue hereby demands a trial by jury of all issues so triable.

**RESPONSE TO SECTION ENTITLED "PRAYER"
AND "WHEREFORE" PARAGRAPH**

Purdue respectfully refers the Court to Plaintiff's Petition and the relief listed in this WHEREFORE paragraph, but denies that its conduct or caused or contributed to Plaintiff's alleged injuries and denies that it is liable to Plaintiff for damages or any other relief sought in the Petition. Purdue otherwise denies the allegations in this WHEREFORE Paragraph.

AFFIRMATIVE AND OTHER DEFENSES

By asserting the matters set forth below, Purdue does not allege or admit that they have or any one of them has the burden of proof and/or the burden of persuasion with respect to any of these matters. Purdue asserts as follows:

FIRST. The Petition and each claim contained therein fails to state a claim upon which relief can be granted, fails to state facts sufficient to constitute a cause of action, and fails to plead a legally cognizable injury.

SECOND. The claims asserted in the Petition are barred, in whole or in part, because federal agencies have exclusive or primary jurisdiction over the matters asserted in the Petition.

THIRD. The claims asserted in the Petition are preempted by federal law, including (without limitation) the federal Controlled Substances Act and Food, Drug, and Cosmetic Act.

FOURTH. Plaintiff's claims are barred, in whole or in part, by the learned intermediary doctrine because adequate warnings were given to learned intermediaries.

FIFTH. The claims asserted in the Petition are barred, in whole or in part, by Restatement (Second) of Torts § 402A, Comments j and k, and Restatement (Third) of Torts: Products Liability § 6.

SIXTH. The claims asserted in the Petition are barred, reduced, and/or limited pursuant to applicable statutory and common law regarding limitations of awards, caps on recovery, and setoffs.

SEVENTH. If Plaintiff has sustained any injuries or damages, such were the result of intervening or superseding events, factors, occurrences or conditions, which were not reasonably foreseeable and in no way caused by Purdue and for which Purdue is not liable.

EIGHTH. The alleged injury asserted by Plaintiff is too remote from the alleged conduct of Purdue to be a basis for liability as a matter of law and due process.

NINTH. Plaintiff may not recover from Purdue because the methods, standards, or techniques of designing, manufacturing, labeling and distributing of the prescription medications at issue complied with and were in conformity with the generally recognized state of the art at the time the product was designed, manufactured, labeled and distributed.

TENTH. The claims asserted in the Petition are barred, in whole or in part, by the applicable statutes of limitations and of repose.

ELEVENTH. The claims asserted in the Petition are barred, in whole or in part, by doctrines of laches, waiver, unclean hands, estoppel and/or ratification.

TWELFTH. To the extent that Plaintiff's claims relate to Purdue's advertising, public statements, lobbying, or other activities protected by the First Amendment to the Constitution of the United States or by the Constitution of this State or that of any other state whose laws may apply, such claims are barred.

THIRTEENTH. The claims asserted in the Petition are barred, in whole or in part, by Plaintiff's failure to mitigate any damages allegedly sustained.

FOURTEENTH. Plaintiff's damages, if any, were the direct result of pre-existing medical conditions, and/or occurred by operation of nature or as a result of circumstances over which Purdue had and continues to have no control.

FIFTEENTH. Any verdict or judgment that might be recovered by Plaintiff must be reduced by those amounts that have already or will in the future, with reasonable certainty, indemnify Plaintiff in whole or in part for any past or future claimed economic loss from any collateral source such as insurance, social security, workers' compensation, or employee benefit program.

SIXTEENTH. Plaintiff's injuries and damages, if any, are barred in whole or in part by the actions, omissions, and/or conduct of third parties over whom Purdue had no control or authority and, thus, any recovery should be reduced or barred by such parties' proportionate fault.

SEVENTEENTH. The claims asserted in the Petition are barred and/or reduced by contributory or comparative negligence and contributory or comparative fault.

EIGHTEENTH. The claims asserted in the Petition are barred, in whole or in part, by the alteration, modification, or misuse by Plaintiff or third parties of the prescribed medications.

NINETEENTH. Plaintiff's claims for punitive or exemplary damages or other civil penalties are barred or reduced by applicable law or statute or, in the alternative, are unconstitutional insofar as they violate the due process protections afforded by the United States Constitution, the excessive fines clause of the Eighth Amendment of the United States Constitution, the Full Faith and Credit Clause of the United States Constitution, and applicable provisions of the Constitution of this State or that of any other state whose laws may apply. Any law, statute, or other authority purporting to permit the recovery of punitive damages or civil

penalties in this case is unconstitutional, facially and as applied, to the extent that, without limitation, it: (1) lacks constitutionally sufficient standards to guide and restrain the jury's discretion in determining whether to award punitive damages or civil penalties and/or the amount, if any; (2) is void for vagueness in that it fails to provide adequate advance notice as to what conduct will result in punitive damages or civil penalties; (3) unconstitutionally may permit recovery of punitive damages or civil penalties based on harms to third parties, out-of-state conduct, conduct that complied with applicable law, or conduct that was not directed, or did not proximately cause harm, to Plaintiff; (4) unconstitutionally may permit recovery of punitive damages or civil penalties in an amount that is not both reasonable and proportionate to the amount of harm, if any, to Plaintiff and to the amount of compensatory damages, if any; (5) unconstitutionally may permit jury consideration of net worth or other financial information relating to Purdue; (6) lacks constitutionally sufficient standards to be applied by the trial court in post-verdict review of any award of punitive damages or civil penalties; (7) lacks constitutionally sufficient standards for appellate review of any award of punitive damages or civil penalties; (8) would unconstitutionally impose a penalty, criminal in nature, without according to Purdue the same procedural protections that are accorded to criminal defendants under the constitutions or the United States, this State, and any other state whose laws may apply; and (9) otherwise fails to satisfy Supreme Court precedent, including, without limitation, *Pacific Mut. Life Ins. Co. v. Haslip*, 499 U.S. 1 (1991); *TXO Production Corp. v. Alliance Resources, Inc.*, 509 U.S. 443 (1993); *BMW of N. Am. v. Gore*, 517 U.S. 559 (1996); *State Farm Ins. Co. v. Campbell*, 538 U.S. 408 (2003); and *Phillip Morris USA v. Williams*, 549 U.S. 346 (2007).

TWENTIETH. Plaintiff's injuries and damages, if any, were due to illicit use or abuse of the medications at issue on the part of the medication users, for which Purdue cannot be held responsible.

TWENTY-FIRST. Plaintiff's claims or damages are invalid because the users of the medications at issue used them after learning of their alleged risks.

TWENTY-SECOND. To the extent that Plaintiff is alleging fraud, fraudulent concealment, or similar conduct, Plaintiff has failed to plead fraud with sufficient particularity.

TWENTY-THIRD. Purdue's liability, if any, will not result from its conduct but is solely the result of an obligation imposed by law, and thus Purdue is entitled to complete indemnity, express or implied, by other parties.

TWENTY-FOURTH. Plaintiff's injuries and damages, if any, were due to preexisting condition or idiosyncratic reaction to the medications on the part of the medication users, for which Purdue cannot be held responsible.

TWENTY-FIFTH. Should Purdue be held liable to Plaintiff, which liability is specifically denied, Purdue would be entitled to a set-off for all sums of money received or available from or on behalf of any tortfeasor(s) for the same injuries alleged in the Petition.

TWENTY-SIXTH. Purdue is entitled to, and claims the benefit of, all defenses and presumptions set forth in or arising from any rule of law or statute of this State or any other state whose substantive law might control this action.

TWENTY-SEVENTH. Plaintiff's claims may be subject to dismissal due to lack of personal jurisdiction under the Due Process clause and any potentially applicable state law.

TWENTY-EIGHTH. The claims asserted in the Petition are barred, in whole or in part, by conflict preemption as set forth in the United States Supreme Court's decisions in *PLIVA, Inc.*

v. *Mensing*, 131 S. Ct. 2567 (2011) and *Mutual Pharm. Co. v. Bartlett*, 133 S. Ct. 2466 (2013), and related federal precedent.

TWENTY-NINTH. Plaintiff's claims are preempted insofar as they conflict with Congress's purposes and objectives in enacting relevant federal legislation and authorizing regulations, including the Hatch-Waxman Amendments to the FDCA and implementing regulations. *See Geier v. Am. Honda Co.*, 529 U.S. 861 (2000).

THIRTIETH. Plaintiff's claims may be barred, in whole or in part, because neither the users nor their prescribers relied to their detriment upon any statement by Purdue in determining to use the medications at issue.

THIRTY-FIRST. Plaintiff's claims are barred, in whole or in part, by the deference that common law gives to discretionary actions by the FDA under the FDCA.

THIRTY-SECOND. To the extent Plaintiff asserts claims that depend solely on violations of federal law, including any claims of a "fraud on the FDA" with respect to Purdue's disclosure of information related to the safety of its medications at issue, such claims are barred and should be dismissed. *See Buckman v. Plaintiffs' Legal Comm.*, 531 U.S. 341 (2001).

THIRTY-THIRD. The conduct of Purdue conformed with the FDCA and the requirements of the FDA. Moreover, the activities of Purdue alleged in the Petition conformed with all state and federal statutes, regulations, and industry standards based upon the state of knowledge existing at the relevant time(s) alleged in the Petition.

THIRTY-FOURTH. Plaintiff fails to plead that it reimbursed any prescriptions for an opioid promoted or sold by Purdue that harmed patients and should not have been written, or that Purdue's allegedly improper conduct caused any health care provider to write any ineffective or harmful opioid prescriptions.

THIRTY-FIFTH. Statements in Purdue's branded or unbranded materials comporting with FDA-approved uses are not misleading as a matter of law or otherwise actionable.

THIRTY-SIXTH. To the extent Plaintiff seeks relief for Purdue's conduct occurring before the enactment date of the applicable statutes, the claims fail because the statutes do not apply retroactively.

THIRTY-SEVENTH. Purdue's rights under the Due Process Clause of the U.S. Constitution are violated by any financial or other arrangement that might distort a government attorney's duty to pursue justice rather than his or her personal interests, financial or otherwise, in the context of a civil enforcement proceeding, including by Plaintiff's use of a contingency fee contract with private counsel.

THIRTY-EIGHTH. Plaintiff has failed to join one or more necessary and indispensable parties, including without limitation health care providers, prescribers, patients, and other third parties whom Plaintiff alleges engaged in the unauthorized or illicit prescription, dispensing, diversion, or use of prescription opioid products.

THIRTY-NINTH. Plaintiff's claims are barred, in whole or in part, by the economic loss rule.

FORTIETH. The claims asserted in the Petition are barred, in whole or in part, by the doctrines of res judicata and collateral estoppel.

FORTY-FIRST. Plaintiff's claims are barred or limited by the terms and effect of any applicable Consent Judgment, including by operation of the doctrines of res judicata and collateral estoppel, failure to fulfill conditions precedent, failure to provide requisite notice, payment, accord and satisfaction, and compromise and settlement.

FORTY-SECOND. To the extent Plaintiff attempts to seek equitable relief, Plaintiff is not entitled to such relief because Plaintiff has an adequate remedy at law.

FORTY-THIRD. Plaintiff's claim of unjust enrichment is barred or limited because Purdue did not receive and retain any alleged benefit from Plaintiff.

FORTY-FOURTH. Plaintiff's claims are barred or limited for lack of standing.

FORTY-FIFTH. Plaintiff has failed to comply with the requirement that it identify each patient in whose claim(s) it has a subrogation interest.

FORTY-SIXTH. Any recovery against Purdue is barred or limited under the principles of assumption of the risk and informed consent.

FORTY-SEVENTH. Plaintiff's damages, if any, were not proximately caused by any act or omission attributable to Purdue.

FORTY-EIGHTH. Plaintiff fails to plead any actionable misrepresentation or omission made by or attributable to Purdue.

FORTY-NINTH. Plaintiff's claims are barred or limited by the separation of powers doctrine.

FIFTIETH. The claims asserted in the Petition against Purdue and other Defendants do not arise out of the same transaction, occurrence, or series of transactions or occurrences. Plaintiff fails to connect any of the alleged marketing activities of Purdue to those of other Defendants. Accordingly, the Court should sever or dismiss Plaintiff's claims against Purdue.

FIFTY-FIRST. The claims asserted in the Petition are barred, in whole or in part, because Purdue's conduct conformed with the Controlled Substances Act and the requirements of the DEA Regulations, and because, the activities of Purdue alleged in the Petition conformed

with all state and federal statutes, regulations, and industry standards based upon the state of knowledge existing at the relevant time(s) alleged in the Petition.

FIFTY-SECOND. Plaintiff's claims or damages are invalid because the users of the medications at issue used them illegally and not after properly being prescribed the medication by a licensed health care provider.

DEFENSES RESERVED

Purdue hereby gives notice it intends to rely upon any other defenses that may become available or apparent during the discovery proceedings in this matter and hereby reserves its right to amend its Answer and to assert any such defenses.


DEMAND FOR BIFURCATED TRIAL

If Plaintiff is permitted to proceed to trial upon any claims for punitive or exemplary damages or other civil penalties, such claims, if any, must be bifurcated from the remaining issues.

WHEREFORE, Purdue demands judgment dismissing Plaintiff's Petition in its entirety, together with costs and disbursements. Purdue further demands such other relief, both general and specific, at law or in equity, to which it is justly entitled.

Dated: January 5, 2018

Respectfully submitted,

By: 
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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing was mailed, postage prepaid, this 5th day of January, 2018 to:

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