IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

PART C

STATE OF OKLAHOMA, ex rel., MIKE HUNTER, ATTORNEY GENERAL OF OKLAHOMA,	
Plaintiff,	
vs.	**Case No. CJ-2017-816** **Judge Thad Balkman** **William C. Hetherington** **Special Discovery Master**
(1) PURDUE PHARMA L.P.; **(2) PURDUE PHARMA, INC.;** **(3) THE PURDUE FREDERICK COMPANY;** **(4) TEVA PHARMACEUTICALS USA, INC.;** **(5) CEPHALON, INC.;** **(6) JOHNSON & JOHNSON;** **(7) JANSSEN PHARMACEUTICALS, INC;** **(8) ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., n/k/a JANSSEN PHARMACEUTICALS;** **(9) JANSSEN PHARMACEUTICA, INC., n/k/a JANSSEN PHARMACEUTICALS, INC.;** **(10) ALLERGAN, PLC, f/k/a ACTAVIS PLC, f/k/a ACTAVIS, INC., f/k/a WATSON PHARMACEUTICALS, INC.;** **(11) WATSON LABORATORIES, INC.;** **(12) ACTAVIS LLC; and** **(13) ACTAVIS PHARMA, INC., f/k/a WATSON PHARMA, INC.,** **Defendants.**	STATE OF OKLAHOMA } S.S. CLEVELAND COUNTY } **FILED** In The Office of the Court Clerk APR 18 2018 In the office of the Court Clerk MARILYN WILLIAMS

Continuation of:

PLAINTIFF'S RESPONSE TO DEFENDANTS' OBJECTIONS TO ORDER OF SPECIAL DISCOVERY MASTER ON STATE'S FIRST MOTION TO COMPEL

IN THE DISTRICT COURT OF CLEVELAND COUNTY

STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel.,
MIKE HUNTER,
ATTORNEY GENERAL OF OKLAHOMA,

Plaintiff,

v.

(1) PURDUE PHARMA L.P.;
(2) PURDUE PHARMA, INC.;
(3) THE PURDUE FREDERICK COMPANY;
(4) TEVA PHARMACEUTICALS USA, INC.;
(5) CEPHALON, INC.;
(6) JOHNSON & JOHNSON;
(7) JANSSEN PHARMACEUTICALS, INC.;
(8) ORTHO-McNEIL-JANSSEN PHARMACEUTICALS, INC., n/k/a JANSSEN PHARMACEUTICALS, INC.;
(9) JANSSEN PHARMACEUTICA, INC., n/k/a JANSSEN PHARMACEUTICALS, INC.;
(10) ALLERGAN, PLC, f/k/a ACTAVIS PLC, f/k/a ACTAVIS, INC., f/k/a WATSON PHARMACEUTICALS, INC.;
(11) WATSON LABORATORIES, INC.;
(12) ACTAVIS LLC; and
(13) ACTAVIS PHARMA, INC., f/k/a WATSON PHARMA, INC.,

Defendants.

Case No. CJ-2017-816
Honorable Thad Balkman

William C. Hetherington
Special Discovery Master

DEFENDANTS TEVA PHARMACEUTICALS USA, INC., CEPHALON, INC., WATSON LABORATORIES, INC., ACTAVIS LLC, AND ACTAVIS PHARMA, INC., f/k/a WATSON PHARMA, INC. RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL DISCOVERY

C

Plaintiff the State of Oklahoma's motion to compel Defendants Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, and Actavis Pharma, Inc., f/k/a Watson Pharma, Inc. (collectively, the "Teva Defendants") to produce voluminous documents, data, and information covering not just Oklahoma but the entire nation, including separate litigations, dating back nearly 22 years (well beyond any statute of limitations) should be denied because the discovery sought is both irrelevant and grossly disproportionate given the claims and defenses at issue in this case. Plaintiff has admitted in its Petition that it reimbursed only ***245 prescriptions*** over a ***10-year span*** for the Teva Defendants' branded pharmaceuticals at issue here – Actiq and Fentora. Petition ¶ 37. That is about 25 prescriptions ***per year*** for ***the entire State of Oklahoma***. Further, according to Plaintiff, the last time it reimbursed a prescription for Actiq was ***2008*** when it reimbursed ***one*** prescription. *Id.* Ex. 3. Similarly, for all of Oklahoma for the first half of 2017, it reimbursed ***one*** prescription of Fentora (for $143.98). *Id.*[1] Yet, Plaintiff moves to compel the Teva Defendants to "boil the ocean" and search for, obtain, and produce all documents from May 1996 to the present related to marketing for Actiq and Fentora, and all documents produced in other opioid-related litigations nationwide, including "[a]ll discovery responses, investigative demand responses, deposition transcripts, witness statements, hearing transcripts, expert reports, trial exhibits and trial transcripts from litigations," among other things. *See* Pl. RFPs 1 and 2. Given the number of Actiq and Fentora prescriptions at issue, Plaintiff's discovery requests are both irrelevant and grossly disproportionate to the Oklahoma-specific claims against the Teva Defendants.

[1] That dearth of prescriptions for Actiq and Fentora is not surprising, given that they are narrowly indicated to provide short-term relief for breakthrough cancer pain for opioid-tolerant patients.

The Oklahoma Rules of Civil Procedure mandate that discovery be "just, speedy, and inexpensive." 12 O.S. § 3225. The Teva Defendants have sought – to no avail so far – to agree with Plaintiff on reasonable limitations to ensure that discovery in this case meets that standard. To that end, the Teva Defendants have agreed to collect, review, and produce Oklahoma-specific documents from 2006 through the filing of the Petition that are responsive to Plaintiff's Requests. The Teva Defendants' temporal limitation is consistent with the 2007 cut-off date that Plaintiff imposed on its responses to their discovery requests and the relevant statutes of limitations. The Teva Defendants also have already produced over 130,000 pages – Plaintiff has produced ***none*** – and are in the process of providing significantly more. And, although irrelevant to Oklahoma, the Teva Defendants also have agreed to produce documents regarding practices, policies, procedures which on their face do not specifically relate solely to states other than Oklahoma and are responsive to Plaintiff's requests. Under this proposal, Plaintiff would receive documents illustrating the Teva Defendants' purported nationwide marketing of its opioid pharmaceuticals. In addition, the Teva Defendants have proactively offered ways to ensure that Plaintiff obtains the relevant documents sought, efficiently and inexpensively, including providing a list of 10 employee custodians for e-mail collection, all of whom had supervisory roles in sales and marketing, or were involved in the creation or dissemination of medical information regarding the Teva Defendants' opioid pharmaceuticals, among other relevant topics. But, Plaintiff refused the Teva Defendants' reasonable proposals and filed this motion.

In sum, the Teva Defendants have already produced extensive discovery, will be producing more soon (as already discussed with Plaintiff), and have offered specific proposals to Plaintiff that are reasonable and proportional, in light of the miniscule number of Actiq and Fentora prescriptions at issue in this case. Plaintiff, on the other hand, asks this Court to compel production

to its shotgun-style, wide-ranging, admittedly irrelevant, and grossly non-proportional discovery. Plaintiff's Motion to Compel is needless and premature motion practice, is a waste of the parties' and the Court's resources, and creates unnecessary obstacles to ensure discovery is efficient, thorough, and appropriate. Accordingly, as demonstrated herein, the Motion to Compel against the Teva Defendants should be denied.

I. PROCEDURAL BACKGROUND

Plaintiff served its First Request for Production of Documents (the "Requests") on the Teva Defendants in August 2017. Motion to Compel at 1. In September 2017, Defendants, including the Teva Defendants, filed their Motion for Protective Order Staying Discovery. *Id.* Upon deciding Defendants' Motions to Dismiss, which included dismissing Plaintiff's cause of action under the Oklahoma Consumer Protection Act, on November 14, 2017, the Court directed Defendants to respond to Plaintiff's Requests by December 13, 2017 pursuant to a protective order. *Id.*

On December 13, 2017, the Teva Defendants responded to each of Plaintiff's Requests, pursuant to 12 O.S. § 3234. *Id.* Ex. C. Then, on December 22, 2017, the Teva Defendants produced to Plaintiff 4,862 documents which amounted to 70,915 pages; on January 10, 2018, the Teva Defendants produced 1,537 documents which amounted to 28,850 pages; and on February 14, 2018, the Teva Defendants produced 2,369 documents which amounted to 30,171 pages. Thus, in total, the Teva Defendants have already produced almost 9,000 documents, which have amounted to nearly 130,000 pages. Because the Teva Defendants are committed to working cooperatively with Plaintiff, the Teva Defendants produced these documents without an executed protective order with the understanding that Plaintiff would afford the protections provided by any final such order.

The Teva Defendants, as did the other Defendants, served their First Set Requests for Production of Documents on Plaintiff on January 12, 2018. Although over two months have elapsed since, ***Plaintiff has not produced a single document.*** Plaintiff instead has allocated resources to engage in unnecessary motion practice.

On March 14, 2018, the Teva Defendants conducted a meet and confer with Plaintiff to discuss Plaintiff's failure to produce any documents in the matter and the Teva Defendants' objections and responses to Plaintiff's Requests. During the meet and confer, Plaintiff refused to obligate itself to a date by which it would produce its first document or explain to the Teva Defendants the content of Plaintiff's first production. Plaintiff also refused to agree (1) to a 2006 cut-off date for the Teva Defendants' production (consistent with the statutes of limitations), even though it imposed its own 2007 cutoff for its responses; (2) to a geographic limitation on the Teva Defendants' discovery responses, even though it admits that Actiq and Fentora constitute a fraction of opioids prescribed in Oklahoma; and (3) to limit the Teva Defendants' production of payment data to certain doctors, key opinion leaders, or organizations for amounts less than $1,000, even though, since the passage of the Physician Payment Sunshine Act, 42 C.F.R. § 403.904, all such information (including for amounts less than $1,000) is publicly available to Plaintiff. During the meet and confer, the Teva Defendants also, without prompting from Plaintiff, offered to produce e-mail from 10 custodians, and have provided Plaintiff the names and titles of those custodians. The Teva Defendants offered to collect, review, and produce relevant e-mails from these individuals as a supplement to the extensive targeted collections the Teva Defendants have already produced and will continue to produce. These custodians represent the Teva Defendants' employees who had supervision roles over the sales and marketing, were involved in the compliance function regarding the sales and marketing, or were involved in the creation or

dissemination of medical information regarding the Teva Defendants' relevant opioid medicines. Plaintiff has not responded to this proposal.

Plaintiff nonetheless tells the Court: "To the extent the parties can continue to narrow any issues prior to the next scheduled hearing, the State is certainly willing to do so and will always have such discussions." Motion to Compel at 3. Plaintiff's actions speak louder. Instead of working with the Teva Defendants in fostering "just, speedy and inexpensive" discovery, 12 O.S. § 3225, Plaintiff has demanded that the Teva Defendants capitulate and agree to an outlandish scope of discovery – not remotely grounded in the concepts of relevance or proportionality.

II. ARGUMENT

As noted above, Oklahoma's Discovery Code is designed "to provide the just, speedy and inexpensive determination of every action." 12 O.S. § 3225. Discovery can be sought if it "is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim and defense of any other party." 12 O.S. § 3226(B)(1). Limitations on discovery sought can occur when the burden or expense of the proposed discovery outweighs its likely benefit, "considering the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the action, and the importance of the discovery in resolving the issues." 12 O.S. § 3226(B)(2)(c)(3). "Fishing expeditions are not allowed upon the suggestion that something may or might be discovered." *Nitzel v. Jackson*, 879 P.2d 1222, 1223 (Okla. 1994) (internal quotations omitted).

To this end, the Oklahoma Supreme Court has admonished that "[t]he requirement of [12 O.S. §3226] that the material sought in discovery be 'relevant' should be firmly applied, and the district courts should not neglect their power to restrict discovery where 'justice requires [protection for] a party or person from annoyance, embarrassment, oppression, or undue burden or expense.'" *Quinn v. City of Tulsa*, 777 P.2d 1331, 1342 (Okla. 1989). Because discovery is limited

by statute to matters "involved in the pending action," the court "should confine itself to matters involved in the pleadings." *Hesselbine v. Von Wedel*, 44 F.R.D. 431, 434 (W.D. Okla. 1968).

A. Plaintiff's Proposed Scope Of Discovery Seeks Information Irrelevant To The Claims Against the Teva Defendants

1. Plaintiff's Request For Discovery Dating Back To May 1996 Seeks Irrelevant Information And Ignores The Statutes of Limitations

Plaintiff asserts that the Court should essentially ignore the pleadings formulating the matter's claims and defenses and the pertinent statutes of limitations in assessing the scope of discovery. Instead, Plaintiff contends that extensive temporal discovery is warranted because "***Purdue Defendants*** started the sweeping false marketing campaign in May of 1996 when it released OxyContin." Motion to Compel at 8 (emphasis added). Plaintiff then alleges, without any detail, that the Teva Defendants "followed suit," and, thus, Plaintiff has defined the Relevant Time Period for its Requests as May 1, 1996 to the present for all Defendants. *Id.* Plaintiff lumps all of the Defendants together without any recognition that each engaged in different marketing activities for different opioid medicines indicated for different uses by the FDA in a broad class of pain medications. Plaintiff flatly refuses to acknowledge that Defendants' respective opioid medicines are not the same, nor is Defendants' respective conduct. As a result, Plaintiff's one-size-fits-all discovery requests seek wholly irrelevant material from the Teva Defendants.

As Plaintiff admits, an important issue for consideration as to the time period requested for discovery is "whether the defined time period relates to the claims and defenses at issue." *Id.*; *see* 12 O.S. § 3226(B)(1). And, "the requirement that material sought in discovery be 'relevant' should be firmly applied, and the district courts should not neglect their power to restrict discovery where 'justice requires [protection for] a party or person from annoyance, embarrassment, oppression, or undue burden or expense. . . .'" *Quinn*, 777 P.2d at 1342 (citations omitted). Plaintiff has failed

to explain how discovery from the Teva Defendants dating back decades is relevant to the matter's claims and defenses arising from the pleadings.

To start, the longest statute of limitations potentially applicable to Plaintiff's claims is the ten years limitations period for the Oklahoma Medicaid False Claims Act Count – which, in any event, only potentially applies to the 245 prescriptions Oklahoma reimbursed between 2007 and 2017.[2] The other counts remaining[3] in the Petition are subject to either a five or two years statute of limitations.

- Oklahoma Medicaid Program Integrity Act, 56 O.S. §§1001-1008 – "Prosecutions for . . . Medicaid fraud pursuant to Section 1005 of Title 56 of the Oklahoma Statutes, shall be commenced within five (5) years after the discovery of the crime." 22 O.S. § 152(A).
- Public Nuisance, 50 O.S. § 2 – The statute of limitations applicable to nuisance claims in Oklahoma is two (2) years. *N.C. Corff P'ship, Ltd. v. OXY USA, Inc.*, 929 P.2d 288, 293 (Okla. Ct. App. 1996).
- Fraud – The statute of limitations applicable to Fraud claims in Oklahoma is two (2) years. 12 O.S. §95.
- Unjust Enrichment – The statute of limitations applicable to Unjust Enrichment claims in Oklahoma is two (2) years. *Id.*

The Petition spans 32 pages and 134 paragraphs, only five of which (including two paragraphs in the "Parties" section) mention either Teva USA or Cephalon by name. And, the only allegedly false or misleading statements that Plaintiff attempts to even remotely attribute to

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[2] A civil action brought under the Oklahoma Medicaid False Claims Act by the Attorney General under Section 5053.2 may not be commenced:

1. More than **six (6) years** after the date on which the violation of the Oklahoma Medicaid False Claims Act is committed; or

2. More than **three (3) years** after the date when facts material to the right of action are known or reasonably should have been known by the official of the State of Oklahoma charged with responsibility to act in the circumstances, but in no event more than **ten (10) years** after the date on which the violation is committed, whichever occurs last.
63 O.S. § 5053.6(B) (emphasis added).

[3] The Court previously dismissed Plaintiff's cause of action under the Oklahoma Consumer Protection Act, 15 O.S. § 751-65.

:he Teva Defendants occurred in a third-party publication from 2007 – ***eleven years after*** the start of Plaintiff's requested Relevant Time Period for the Teva Defendants. *See* Petition ¶ 64. Along with not providing any allegations about the Teva Defendant's conduct before 2007, Plaintiff has only provided data related to the 245 prescriptions Oklahoma Medicaid reimbursed for dating back :o 2007. *Id.* ¶ 37 & Ex. 3. Furthermore, supposedly in alignment with the matter's claims and defenses, Plaintiff has objected and refused to provide documents, data, or information from prior :o 2007. Since the earliest date Plaintiff has attributed to any Teva Defendant action is 2007, the Teva Defendants have proposed that the Relevant Time Period for discovery in the matter be 2006 :o the filing of the Petition – ***a full year earlier than the time period for which Plaintiff itself is willing to collect, review, and produce documents***.

Plaintiff illogically contends that "[c]ertain Defendants may not have joined the conspiracy and started false marketing themselves until after Purdue. Thus, such Defendants are not prejudiced by the definition of the Relevant Time Period, as they should have no responsive information for those dates that precede their involvement." Motion to Compel at 8. Such statements underscore the breadth of Plaintiff's Requests, which are not confined to "involvement" in a conspiracy and false marketing with Purdue. For example, Plaintiff has requested that the Teva Defendants provide "[a]ll branded advertisement and/or marketing materials published by [the Teva Defendants] concerning opioids, including, without limitation all videos, pamphlets, brochures, presentations, treatment guidelines, and any drafts of such materials" going back to May 1996, irrespective as to whether or when an affiliation existed between them and Purdue. *Id.* Ex. C at 17.

Plaintiff has not and cannot demonstrate that the broad temporal discovery it seeks is relevant to the issues in this case. Plaintiff has provided no valid showing as to how decades old

material, falling more than 10 years outside of any alleged conduct or claim at issue, has meaningful relevance to the Teva Defendant's actual conduct 2007 and forward. Thus, Plaintiff's Motion to Compel any material from the Teva Defendants from before 2006 should be denied.

2. Plaintiff Seeks Irrelevant Information Through Its Request For Discovery Specific To States Other Than Oklahoma

With regard to geographic scope, Plaintiff asserts that it has carte blanche to obtain nationwide discovery from the Teva Defendants. In doing so, Plaintiff contends it is justified since "Defendants have not articulated how their fraudulent marketing campaigns, sales strategies, and use of purportedly unbiased KOLs and Front Groups differed between Oklahoma and any other geographic region. . . ." *Id.* at 6. Plaintiff has even gone so far as to request that the Teva Defendants produce: "All discovery responses, investigative demand responses, deposition transcripts, witness statements, hearing transcripts, expert reports, trial exhibits and trial transcripts from prior litigation related to the promotion, marketing, distributions, and/or prescription of opioids . . . without limitation" from the entire United States. *Id.* Ex. C at 13. Yet, the scope of discovery is necessarily limited to the subject matter, claims, and defenses of the matter. 12 O.S. § 3226(B)(1). These expansive requests with no boundaries – other than the 50 States and territories – seek admittedly irrelevant material and constitute improper fishing expeditions. *Nitzel*, 879 P.2d at 1223 ("Fishing expeditions are not allowed upon the suggestion that something may or might be discovered.") (internal quotations omitted).

Plaintiff has not pled a single fact regarding any conduct outside of Oklahoma that had any effect in Oklahoma. Plaintiff has not identified a single false statement or omission that the Teva Defendants either made, either in or out of Oklahoma, to Plaintiff or, specifically, to any Oklahoma physician who wrote one of the 245 Actiq or Fentora prescriptions for which Plaintiff paid from 2007 to June 2017. Nor has Plaintiff has identified a single payment by the Teva Defendants to

any doctor, key opinion leader, or organization which resulted in an identified false statement or omission be disseminated – outside or inside of Oklahoma. Moreover, Plaintiff has not identified a single person in Oklahoma affected by any conduct committed by the Teva Defendants outside of Oklahoma. Plaintiff's conclusory allegations that at unidentified times and unidentified places, unidentified statements or omissions by the Teva Defendants about opioids ***may have*** reached unidentified Oklahoma prescribing doctors (or unidentified doctors in other states who ***may have*** moved to Oklahoma) does not warrant requiring the Teva Defendants to collect, review, and produce documents regarding other states. Plaintiff's fishing expedition, which extends well-beyond that which is pled in the Petition, should not be allowed. *Nitzel*, 879 P.2d at 1223; (internal quotations omitted); *U.S. ex rel. Regan v. Medtronic, Inc.*, 2000 WL 1478476 (D. Kan. July 13, 2000) (denying nationwide discovery because "when determining the scope of discovery, the natural focus is on the geographical boundaries referenced within the complaint").

The Teva Defendants propose to limit their productions to information pertaining to the subject matter, claims, and defenses of the matter, which geographically is limited to Oklahoma. The Teva Defendants have also agreed to produce documents regarding practices, policies, procedures that which on their face do not solely relate to state other than Oklahoma. Under this reasonable proposal, Plaintiff would receive documents that illustrated the purported "multi-faced, nationwide strategy" or the Teva Defendant's conduct that purportedly "blanketed the nation." Motion to Compel at 6.

In fact, in its haste to file the unwarranted Motion to Compel, Plaintiff failed to take the time to fully grasp the irrelevant and unnecessary geographic scope of the documents it seeks to compel the Teva Defendants to produce. For example, during the March 14, 2018 meet and confer, when the Teva Defendants objected to producing documents solely about other states, they used

call notes regarding only other states as an example of the type of information that it should not be compelled to produce. Then, Plaintiff informed the Teva Defendants – through its Motion to Compel – that it recognized that this information regarding other states is unnecessary. *Id.* at 7 fn.3 ("Through the State's meet and confer efforts, the State learned of a category of documents which Defendants intend to withhold based on this [geographic scope] objection referred to as "call notes." The State currently does not currently object to Defendants limiting their production of call notes in this case to Oklahoma."). Similarly, Plaintiff explained, again for the first time in the Motion to Compel, that "the State is amenable to Defendants carving out obviously irrelevant batches of documents [regarding other state-specific information]. . . ." *Id.* at 10. Notwithstanding that this is precisely the content that should be discussed in fruitful meet and confers, these production exclusions are exactly what the Teva Defendants informed Plaintiff would lead to proper discovery. Plaintiff's tactic of disagreeing just to disagree does not foster just, speedy and inexpensive discovery.

3. Plaintiff Seeks Irrelevant Information Through Its Request For Information Related To Other Litigation

Plaintiff admits that it seeks irrelevant material through its request that the Teva Defendants produce: "All discovery responses, investigative demand responses, deposition transcripts, witness statements, hearing transcripts, expert reports, trial exhibits and trial transcripts from prior litigation related to the promotion, marketing, distributions, and/or prescription of opioids . . . without limitation." *Id.* Ex. C at 13. In addition to the irrelevant temporal and geographic scope, the Court should deny Plaintiff's improper request that the Teva Defendants produce documents solely because they derive from other litigation, for four additional reasons.

First, Plaintiff admits that much, if not all, of the documents, data, and information, relevant produced in other litigation is irrelevant to this case. *Id.* at 10 ("Defendants should be ordered to

produce all of the documents and information already produced in other litigation, and the State will not complain that ***those productions include obviously irrelevant material.***") (emphasis added). But Plaintiff wants this Court to compel its production anyway. Requiring the production of such "obviously irrelevant material," however, is neither just, speedy, nor inexpensive.

Second, documents from other litigations are presumptively irrelevant because there is no genuine method for determining which documents from a numberless amount of litigations are actually relevant to this matter. *See Wollam v. Wright Medical Group, Inc.*, 2011 WL 1899774, at *2 (D.Colo.) (2011) ("Direct requests allow a court to consider the relevance of the information sought to the specific claims and defenses in the pending case.").

Third, courts routinely deny broad, nonspecific requests for documents from other litigations where parties lazily attempt to "clone discovery" which would result in the mass production of irrelevant information. *See Midwest Gas Servs., Inc. v. Indiana Gas Co.*, No. IP 99-690-C-D/F, 2000 WL 760700, at *1 (S.D. Ind. Mar. 7, 2000) (denying motion to compel where discovery sought was for all documents from other litigation and investigations because "counsel must do their own work and request the information they seek directly"); *King Cty. v. Merrill Lynch & Co.*, No. C10-1156-RSM, 2011 WL 3438491, at *3 (W.D. Wash. Aug. 5, 2011) ("Although some portion of documents encompassed by Plaintiffs' request may be relevant, the Court has no method of determining which of those documents are relevant, and which are not. It may very well be that each and every document produced in the government investigations is relevant to Plaintiff's claims. However, Plaintiff must make proper discovery requests, identifying the specific categories of documents sought, in order to obtain them – and each category must be relevant to its claims and defenses.").

Fourth and finally, many, if not all, litigations from which Plaintiff seeks production contain confidential and sensitive documents and information that are shielded by protective orders issued by the respective courts. Requiring the Teva Defendants to consult with each respective court and party involved in unnamed litigations, including third-parties, would be unduly burdensome. As an initial matter, this would require the parties here to become engulfed in additional nationwide motion practice regarding the modification or revocation of protective orders in an innumerate number of litigations. *See Public Citizen v. Liggett Group*, 858 F.2d 775, 780–82 (1st Cir. 1988) (holding that the issuing court necessarily has the power to enforce a protective order it issued at any point it is in effect, even after entry of a final judgment, and courts enjoy the inherent power to modify any discovery related orders post-judgment); *see also United Nuclear Corp. v. Cranford Ins. Co.*, 905 F.2d 1424, 1427 (10th Cir. 1990) (noting that as long as a protective order remains in effect, the court that entered it retains jurisdiction to modify it, even if the underlying suit has been dismissed).[4]

Additionally, as a matter of comity, this Court should respect the protective orders issued in other courts around the nation and not undertake the onerous task of attempting to modify or revoke other courts' orders. *See, e.g.*, *Inventio AG v. ThyssenKrupp Elevator Americas Corp.*, 662 F. Supp. 2d 375, 383 (D. Del. 2009) ("this Court is without authority to alter the Protective Order entered by another court by ordering production of any documents within the scope of the Protective Order"); *Dushkin Pub. Grp. v. Kinko's Serv. Corp.*, 136 F.R.D. 334, 335 (D.D.C. 1991) (declining, as a matter of comity and respect for another court, to modify a protective order issued

[4] Plaintiff can unilaterally request courts modify or revoke protective orders from the Teva Defendant's other litigations. *See Puerto Rico Aqueduct and Sewer Auth. v. Clow Corp.*, 111 F.R.D. 65, 67–68 (D.P.R. 1986) (concluding that the proper way for a third-party to challenge a protective order is to move to intervene in the action in which it was issued, and principles of comity require a subsequent court to await a ruling by the court that issued the order).

by the other court and instead required the party seeking the modification to first go to the issuing court).). Moreover, Plaintiff's requests necessarily include information disclosed by other parties under the terms and obligations of protective orders, which deserves the protections promised and expected during production. *See, e.g.*, *Barrella v. Vill. of Freeport*, No. 12-CV-0348 ADS WDW, 2012 WL 6103222, at *3 (E.D.N.Y. Dec. 8, 2012) (quashing subpoena where party "is attempting to gain information and materials not from the source of the information" from another litigation). In fact, these third-parties may take measures, for example, filing motions to quash, which, too, could create overwhelming burdens for the parties here.

Thus, Plaintiff's plea to the Court that the Teva Defendants should be compelled to produce documents from other litigations because Plaintiff believes that potentially some "documents produced in other litigation have at least some relevance to this case," Motion to Compel at 10, is improper and should be denied.

B. Plaintiff's Proposed Scope of Discovery Is Not Proportionate To The Needs Of The Case

Even if Plaintiff could show that decades old, dated materials plucked from around the country could have some marginal relevance to its Oklahoma-specific claims against the Teva Defendants (which it cannot), the Court should not adopt Plaintiff's expansive discovery because Plaintiff cannot demonstrate that compelling the Teva Defendants to expend the considerable resources to collect, review, and produce such materials is proportionate to the needs of the case. *See* 12 O.S. § 3226(B)(2)(c)(3). Proportionality weighs whether the burden or expense of the proposed discovery outweighs its likely benefit, "considering the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the action, and the importance of the discovery in resolving the issues." *Id.* Courts are given the power to balance the needs for discovery with the burden or expense of production "to encourage judges to be more

aggressive in identifying and discouraging discovery overuse" and "to enable the court to keep tighter rein on the extent of discovery." *Koch v. Koch Ind., Inc.*, 203 F.3d 1202, 1238 (10th Cir. 2000) (internal citations and quotations omitted).

Here, as noted above, Plaintiff has acknowledged that, for the entire State of Oklahoma, it has reimbursed ***only 245 Actiq or Fentora prescriptions*** over the nine-and-one-half years prior to filing the Petition, including only a ***single*** Actiq prescription in 2008 and a ***single*** Fentora prescription (for $143.98) in the first half of 2017. Petition ¶ 37 & Ex. 3. Yet, despite this miniscule amount, the Teva Defendants have agreed to produce to Plaintiff all Oklahoma-specific and nationwide discovery that are otherwise responsive to Plaintiff's claims. This includes, among other things:

- payment data for Oklahoma doctors, key opinion leaders, and organizations receiving a payment of $1,000 or more;
- e-mail data from 10 Teva employees who had supervisory roles over sales and marketing, were involved in a compliance function, or were involved in the creation or dissemination of medical information;
- data concerning which Oklahoma doctors attended which speaker programs and when;
- who presented at speaker programs in Oklahoma and when;
- marketing materials disseminated across the country; and
- documents reflected sales strategies that were implemented across the country.

Yet, this discovery, even going back 10 years, is not enough for Plaintiff. Without justification or credible explanation, Plaintiff seeks even more. And Plaintiff could not have any justification or credible explanation for more discovery, given the very small number of prescriptions at issue in the relevant time period in Oklahoma. Plaintiff needs only Oklahoma-

specific and nationwide discovery, dating back to 10 years, which the Teva Defendants have agreed to produce. Anything more is obvious "discovery overuse," and this Court should be "aggressive" in "keep[ing a] tighter rein" to preclude that, particularly where the Teva Defendants are willing to produce the core of what Plaintiff seeks. *Koch Ind., Inc.*, 203 F.3d at 1238; *Yu Cheng Chen v. Cincinnati Inc.*, No. CV-06-3057 FB VVP, 2007 WL 1191342, at *2 (E.D.N.Y. Apr. 20, 2007) (denying motion to compel other litigation deposition transcripts because the burden of "retrieval, copying, and production" more than outweighed what could be accomplished through more targeted requests and productions).

The Teva Defendants have reasonably endeavored to strike a balance of proportional discovery. Just as the Oklahoma Rules of Civil Procedure intend, the Teva Defendants desire a "just, speedy and inexpensive determination" of this action. 12 O.S. §3225. Plaintiff, instead, insists on unduly burdensome and expensive discovery from the Teva Defendants. Plaintiff's requests for decades' worth of information irrespective of geographic origin or court ordered protections is not proportional, overly broad and unduly burdensome.

III. CONCLUSION

For the foregoing reasons, Plaintiff's Motion to Compel should be denied in its entirety.

Dated: March 22, 2018.

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IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, *ex rel.*, 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

PURDUE'S OPPOSITION TO THE STATE'S MOTION TO COMPEL
AND
PURDUE'S MOTION TO STRIKE

Purdue Pharma L.P., Purdue Pharma, Inc., The Purdue Frederick Company Inc. (collectively, "Purdue") respectfully submit this opposition to the State's motion to compel and further moves to strike portions of the State's motion that contravene the Oklahoma Rules of Civil Procedure.

I. INTRODUCTION

The State's motion to compel should be denied as unnecessary and inappropriate because the motion demands documents that Purdue has either already produced or agreed to produce. The handful of documents that the State identifies that Purdue objects to are facially irrelevant to the State's claims or otherwise non-discoverable. The State's motion should also be denied because the State seeks Court intervention without first seeking to resolve certain issues through the meet and confer process as required by Oklahoma law.

First, Purdue has produced to the State more than 800,000 pages of documents covering an array of issues, including branded and unbranded marketing materials and communications concerning marketing materials, research and analysis of risks and benefits associated with OxyContin, communications with FDA about OxyContin, and marketing materials for OxyContin for those FDA-approved medications. In sharp contrast, the State has not produced a ***single document*** to Purdue.

Second, Purdue has agreed to produce on a rolling basis a vast array of documents which are directly responsive to the State's discovery requests, including: (i) sales training materials and sales bulletins (Exhibit B at 3); (ii) branded and unbranded advertising and promotional materials (*id.* at 14-15); (iii) "call notes" of sales representative visits with prescribers, sales field contact reports, and medical services correspondence, if any, with Oklahoma healthcare professionals and pharmacies (*id.* at 22); (iii) other communications with Oklahoma healthcare

professionals and pharmacies involving medical liaisons and managed care account executives (*id.*); and (iv) a bibliography of published scientific research that Purdue has conducted, commissioned, sponsored, or funded (*id.* at 25). In fact, Purdue anticipates that this rolling production will begin the week of March 26, 2018.

Despite the substantial number of documents that Purdue has already produced and has agreed to produce, the State brings this motion demanding that Purdue be compelled to produce additional documents, including those that have no nexus to Oklahoma and those going back decades in time to 1996. The State is entitled to neither. Documents that have no nexus to Oklahoma are, by definition, not relevant to the claims or defenses in this case. And any hypothetical value that 20-year old documents might have is far outweighed by the undue burden that producing them would impose on Purdue. 12 O.S. § 3226.

Moreover, the State's motion is procedurally improper as to many of its requests. Oklahoma law requires the parties to meet and confer in good faith to narrow or resolve any material disputes about discovery ***before*** seeking judicial intervention. 12 O.S. § 3237(A)(2). The State does not certify in its motion that it has conferred in good faith before filing its motion because it has not done so with regard to all the requests at issue. Though the State conferred with Purdue regarding certain requests at issue in its motion (Request Nos. 1-2, 8-9, 13, 18, 24), the State did not confer with Purdue about the others. (Request Nos. 3-7, 10-12, 14-16, 19-23, 25-28). (Mot. at 6-7, 17.) The State's motion raises a number of issues for the first time in its motion to compel, notwithstanding that the parties had a meet and confer the day before the motion to compel was filed. The portions of the State's motion that raise the new issues, as explained below, should therefore be struck as improper.

For these reasons and the reasons discussed below, the State's motion should be denied.

II. FACTUAL BACKGROUND

A. The State's Document Requests and Purdue's Production

In response to the State's document requests, Purdue has already produced more than 800,000 pages of documents from the New Drug Application ("NDA") files for both the initial approval of OxyContin in 1995 and the subsequent approval of the abuse deterrent reformulation of OxyContin in 2010, which is the ***only*** version of the medication that has been sold in the last seven years. The materials in the NDA file are extensive and include marketing materials used in connection with the launch of the medications. *See* 21 C.F.R. § 314.81(b)(3)(i). The NDA files also contain all documents submitted to the Food and Drug Administration ("FDA") in connection with OxyContin's approval in 1995 as well as all submissions and correspondence with FDA thereafter, including all labeling or advertising devised for OxyContin's promotion over time and any comments received from FDA relating to such materials.[1] Accordingly, the

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[1] The NDA includes, *inter alia*:

- Submissions seeking initial marketing approval of the drug (including numerous clinical studies demonstrating safety and efficacy of drug, summaries of safety and efficacy, which summarize these studies, proposed labeling, etc.);
- Documents reflecting interactions/communications with FDA during review;
- Documents reflecting FDA review of marketing approval submissions;
- Letters approving the drug for marketing;
- Communications with/submissions to FDA regarding drug labeling (both initial labeling and all subsequent label changes);
- Adverse event reports, including 15-day alert reports, reports filed quarterly for first 3 years after approval, and reports filed annually thereafter;
- Annual reports that include data regarding distribution of the drug, current labeling, changes to manufacturing, copies of unpublished and summaries of published nonclinical studies conducted by or obtained by the sponsor, published clinical trials conducted by or obtained by the sponsor, summaries of unpublished clinical data or prepublication manuscripts for studies conducted by or obtained by the sponsor, a status report on any pending postmarketing research commitments and any other postmarketing research being performed by or on behalf of the sponsor;

State has the marketing materials used in connection with the original "launch" of OxyContin, as well as the marketing materials thereafter, which totals over 10,000 pages of marketing materials dating back to before OxyContin was even on the market.

In addition, Purdue has agreed to produce the following categories of documents on a rolling basis: (i) sales training materials and sales bulletins (Exhibit B at 3); (ii) branded and unbranded advertising and promotional materials (*id.* at 14-15); (iii) "call notes" of sales representative visits with prescribers, sales field contact reports, and medical services correspondence, if any, with Oklahoma healthcare professionals and pharmacies (*id.* at 22); (iii) other communications with Oklahoma healthcare professionals and pharmacies involving medical liaisons and managed care account executives (*id.*); and (iv) a bibliography of published scientific research that Purdue has conducted, commissioned, sponsored, or funded (*id.* at 25).

B. The State's Motion to Compel

On March 5, 2018, the State sent a letter to Purdue identifying two categories of document requests about which it wished to meet and confer: (i) documents from other litigation or investigations (Request Nos. 1-2) and (ii) "information related to the marketing and materials [Purdue] distributed and influenced through Key Opinion Leaders ('KOLS') and purportedly unbiased organizations ('Front Groups')" (Request Nos. 8-9, 13, 18, 24). (Mar. 5, 2018 Ltr. from A. Pate to S. Birnbaum, et al (Ex. C).) The State also sought confirmation that Purdue's responses would not be limited to Oklahoma. (*Id.*)

- Post-marketing commitments (i.e., studies required by FDA), protocols and communications with FDA; and
- All other post-approval communications with FDA.

See 21 C.F.R. § 314, Subpart B.

On March 14, 2018, the parties met and conferred telephonically. During that conference, Purdue confirmed that Purdue's responses that were necessarily nationwide in scope would not be limited to Oklahoma. Indeed, Purdue had already provided the State with thousands of pages of documents addressing the national launch of OxyContin, both in its original formulation in 1996 and its abuse-deterrent formulation in 2010. The parties also discussed the two categories of Requests raised in the State's letter. As to the State's requests for documents from other litigation or investigations, Purdue assured the State that it would treat these documents like every other document requested, i.e., it would search within the files from other litigations or investigations and produce all relevant, non-privileged documents. Purdue also assured the State that documents that related to the sale or marketing of Purdue's medications in Oklahoma—including documents relating to certain national activities, such as marketing would be produced on a rolling basis. Purdue objected, however, to the State's blanket demand for all litigation files from all cases against Purdue since 1996. (Mot. at 7 n.3.)

During the same discussion, the State also raised, for the first time, additional issues not raised in its March 5 letter, namely: (i) Purdue's objections to producing documents unrelated to OxyContin and (ii) Purdue's objections to producing documents going back to 1996. Before these issues could be resolved, the State unilaterally discontinued the meet and confer, citing scheduling obligations. Purdue offered to continue the meet and confer at a later time, but the State rejected that offer, stating that it planned on moving to compel and that the parties could meet and confer ***after*** its motion was filed.

The next day, the State filed its motion to compel. The State's motion is not limited to issues identified in its March 5 letter or during the March 14 discussion. Instead, it raises a host of issues that the State never discussed with Purdue and for which the parties never had an

opportunity to meet and confer: *See, e.g.*, Request Nos. 3-7, 10-12, 14-16, 19-23, 25-28. (Mot. at 6-7, 17.)

On March 19, 2018, Purdue sent a letter to the State, advising that it is improper under Oklahoma law to file a motion to compel discovery without first seeking to narrow or resolve the issues. (Mar. 19, 2018 Second Ltr. from P. LaFata to A. Pate, et al. (Ex. D.) Nevertheless, Purdue requested that the State provide times so that the parties could confer and potentially resolve the current disputes. (*Id.* at 2.) The State refused to withdraw its motion and refused to provide any time to meet and confer. (Mar. 20, 2018 Ltr. from A. Pate to P. LaFata (Ex. E).)

III. THE STATE'S MOTION TO COMPEL SHOULD BE DENIED

"Parties may obtain discovery regarding any matter, not privileged, which is relevant to any party's claim or defense, reasonably calculated to lead to the discovery of admissible evidence. . . ." 12 O.S. § 3226. Though broad, discovery must be "proportional to the needs of the case, considering the importance of the issues at stake in the action." *Id.* "[T]he discovery rules are not a ticket to an unlimited, never-ending exploration of every conceivable matter that captures an attorney's interest." *Sapia v. Bd. of Educ. of the City of Chi.*, 2017 WL 2060344, at *2 (N.D. Ill. 2017).[2] In order to control "needless and enormous costs to the litigants," "the Supreme Court ha[s] cautioned that the requirement of Rule 26 that the material sought in discovery be 'relevant' should be firmly applied." *Id.* Discovery is improper, where, as here, "the burden or expense of the proposed discovery outweighs its likely benefit." 12 O.S. § 3226.

Purdue has already produced more than 800,000 documents responsive to the State's requests, and has agreed to produce significantly more on a rolling basis. The additional

[2] Federal court cases applying Fed. R. Civ. P. 26, the counterpart to 12 O.S. § 3226, are "instructive" because the rules are nearly identical. *See Payne v. Dewitt*, 1999 OK 93 n.6, 995 P.2d 1088.

documents sought by the State—those with no nexus to Oklahoma and those going back to 1996—are facially irrelevant and place an unreasonable burden on Purdue far in excess of the needs of the case. Moreover, the State's motion prematurely raises issues on which the parties have not met and conferred. For these reasons, the State's motion should be denied.

A. Purdue Has Produced and Will Continue to Produce Documents That Have Nationwide Relevance

The State contends that Purdue objects to producing documents from outside Oklahoma (Mot. at 6-7) (referring to General Objection 7 and Request Nos. 1-15, 18, 20-26). This is not true. As the State is aware, Purdue has already produced national marketing documents as part of its 800,000-page production. These include advertising and marketing materials, scientific articles, product labeling, regulatory analysis, and related communications. Purdue has also told the State that it would produce additional categories of documents that are national in scope, including the FDA's analysis of Purdue's marketing materials and scientific research, sales training materials for Purdue's sales representatives, sales bulletins, and documents relating to Purdue's relationship with Key Opinion Leaders. Purdue, however, objected to the State's request for documents that have no nexus to Oklahoma, such as sales records from New York, Wisconsin, and Hawaii, as they are not discoverable under 12 O.S. § 3226.

The State does not challenge that it has received and will continue to receive this omnibus discovery. Rather, it contends Purdue must produce all documents, even if the document has no relationship to the sale of Purdue's products in Oklahoma.[3] This is incorrect. As noted above, although the scope of discovery may be broad, it is not unlimited and does not

[3] Although the State concedes that notes of sales calls made outside of Oklahoma ("call notes") are not the proper subject of discovery in Oklahoma and may be excluded, the State does not otherwise limit the scope of its Requests to documents with a relationship to Oklahoma. (Mot. at 7 n.3.)

reach irrelevant documents.[4] *Sapia*, 2017 WL 2060344, at *2. This includes where, as here, a party seeks irrelevant information by virtue of an overbroad geographic scope. *See Wyatt v. ADT Sec. Services, Inc.* 2011 WL 1990473, at *2-3 (N.D. Okla. 2011) (narrowing the scope of plaintiff's request where the geographic scope was nationwide); *Lindley v. Life Investors Ins. Co. of Am.*, 2009 WL 3756659, at *1 (N.D. Okla. 2009) (denying motion to compel in part because the "documents sought are not limited temporally or geographically"). The State's demand for documents that have no relationship with Oklahoma should be rejected.

B. The State's Request For Documents Dating Back to 1996 Is Unduly Burdensome and Not Proportional to the Needs of this Case

The State seeks documents reaching back more than two decades. (Mot. at 8.) The State has not met its burden in demonstrating the need for a concededly "significant time period" and has instead merely observed that OxyContin was first approved by the FDA in 1996. (*Id.*)

Given the breadth of the State's requests in relation to the needs of this case, an appropriate temporal scope in this case would start in 2006. That temporal limit—which provides a period of more than 10 years—is what Purdue has offered to the State. Using this time period has and will continue to provide the State with tens of thousands of pages of documents (at least). By way of just one example, Requests 7 and 9 demand all communications about Purdue's branded and unbranded marketing materials. These Requests essentially asks for almost every communication among everyone in Purdue's marketing department. The State seeks these communications for over twenty years; Purdue proposes to search over ten years.

[4] The State asserts that it "already narrowed" its requests to Oklahoma, pointing to Requests Nos. 16 and 19. This is not accurate. In fact, the vast majority of the requests are unlimited in geographic scope, including No. 16, which seeks "All Documents concerning Your compensation plans for sales representatives and/or sales managers, *including* contractors and third-party sales representatives in Oklahoma responsible for the sale of Your opioids."

Ten years is broad but strikes an appropriate balance between the heavy burden on Purdue to accomplish this scope and the needs of the case.[5]

Courts evaluating discovery requests have denied motions to compel where the requests were "not limited temporally." *Lindley*, 2009 WL 3756659, at *1. Courts have also have routinely limited the temporal scope of requests on the basis of proportionality. For example, in *Surgery Center at 900 North Michigan Avenue, LLC v. American Physicians Assurance Corporation, Inc.*, the court narrowed discovery requests seeking information for eight years to four years, reasoning that "[i]f there is nothing found within this period, it seems doubtful that there will be information before then or at least not information that may not be episodic and thus irrelevant to the theory on which the interrogatories are (or can be) based." 317 F.R.D. 620, 631 (N.D. Ill. 2016). Likewise, in *Simon v. Northwestern University*, the court limited certain discovery requests from 17 years to 10 years, explaining that "proportionality factors of Rule 26 counsel against ordering production through 2012 in light of the diminishing relevance of after-the-fact evidence" because events in 2012 would not be relevant in showing knowledge, intent, or motivation in 1999. 2017 WL 467677, at *5-7 (N.D. Ill. 2017). Consistent with the principles from these cases, a temporal scope limiting documents from 2006 to the present should be imposed given the needs of this case.

C. The State Improperly Seeks "Obviously Irrelevant" Documents from Other Cases

The State concedes that its request for all documents produced in other opioid cases covers documents that are "obviously irrelevant," such as the call notes generated by sales visits to doctors in other states, such as New York, Alaska, South Carolina, and Hawaii, that have no

[5] Some documents Purdue has produced include pre-2006 documents (*e.g.*, the OxyContin NDA files), however, to require all requests to seek documents pre-2006 would be unduly burdensome and not proportional to the needs of this case.

conceivable connection to Oklahoma. (Mot. at 10-11.) However, the State argues that whole case files from other litigations should be produced because it would be quicker and easier than if Purdue reviewed the documents for responsiveness and relevance.

The State falls short of its burden to show that it is entitled to irrelevant material on the basis of convenience, or that it is entitled to the documents by virtue of its production in other opioid cases. Courts have held that the production of documents in one case does not mean it is automatically discoverable in another case, even if related. *See, e.g., Moore v. Morgan Stanley & Co., Inc.*, No. 07 C 5606, 2008 WL 4681942, at *5 (N.D. Ill. May 30, 2008); *Oklahoma, ex rel. Edmondson v. Tyson Foods, Inc., Inc.*, No. 05-CV-329-TCK-SAJ, 2006 WL 2862216 (N.D. Okla. Oct. 4, 2006); *Midwest Gas Servs., Inc. v. Indiana Gas Co.*, No. IP99-0690-C-Y/G, 2000 WL 760700 (S.D. Ind. Mar. 7, 2000).

Moreover, discovery documents and other papers in different cases across the country would be subject to various protective orders by various courts, especially where they implicate third parties. Compelling Purdue to produce such documents here may put Purdue in the untenable position of choosing between obeying an order by this Court or obeying a protective order of another court.

To be clear, Purdue will search documents from other opioid cases to produce what is relevant from these cases. But Purdue objects the State's demand for wholesale production of such litigation materials, regardless of relevance or burden. Because Purdue will provide the State with relevant material from these other litigations and has agreed to search documents from other case files in connection with the State's discovery requests, the State's motion to compel whole case files should be denied.

D. Purdue Already Agreed to Produce "Unbranded" Marketing Documents and to Confer About Communications and Amounts Spent On Them

The State demands "unbranded" marketing materials, and communications relating to and amounts spent on those materials. (Mot. at 12.) But Purdue has already agreed to produce approved unbranded promotional material and agreed to confer with the State to discuss an efficient and orderly way to search for additional communications on those subjects, as well as documents relating to amounts spent. There is simply no dispute between the parties on this issue that requires judicial intervention. For that reason, the motion to compel production of these documents should be denied as moot. *Sabeerin v. Fassler*, 2016 WL 9818314, at *2 (D.N.M. 2016) ("To the extent the NMCD defendants have agreed to produce certain documents, this request is moot.").

E. Purdue Already Agreed to Produce Sales Documents and to Confer About Representative Compensation Documents

The State demands training materials utilized for sales representatives, medical liaisons, and related communications, as well as well as compensation information about such personnel, but there is no dispute as to these categories of documents. (Mot. at 13-14.) Purdue already agreed to produce sales training material documents, along with notes of sales calls in Oklahoma. Purdue has also offered to produce field contact reports, medical services correspondences, if any, with Oklahoma healthcare professionals and pharmacies, and a report of prescribers who were identified as part of Abuse and Diversion Detection list. Purdue has offered to cooperate with the State to discuss reasonable searches for communications on the subjects it seeks and to confer on searches for sales representative compensation information, including appropriate search terms and custodians. The motion should be rejected as to this request because there is no relief that is required. *Sabeerin*, 2016 WL 9818314, at *2.

F. Purdue Already Agreed to Produce Branded Marketing Materials and to Confer About Communications and Amounts Spent on Them

Similarly, the State asks this Court to compel Purdue to respond to requests for branded marketing materials, along with related communications and information about amounts spent on such marketing, when such material has already been produced. (Mot. at 10.) The State has not identified deficiencies in the marketing documents already produced, or otherwise described what it seeks now compared to what Purdue has already provided and the State has presumably reviewed.

Purdue has also offered to confer and cooperate with the State on searches for communications on these subjects. Purdue is willing to produce communications and information about the amount of money Purdue has spent on branded marketing, to the extent available, for Purdue's opioids that it agrees are relevant in this case. The motion should be rejected as to this request because there is no relief that is required. *Sabeerin*, 2016 WL 9818314, at *2.

G. Purdue Already Agreed to Produce Key Opinion Leader and Pain Advocacy Group Documents and to Confer About Communications

The State does not accurately recount Purdue's position on Requests Nos. 14-15, concerning communications among opioid manufacturers and wholesale distributers regarding opioid medication—documents the State contends support a "conspiracy to change prescriber habits regarding opioids" in part through the funding of Key Opinion Leaders. (Mot. at 15.) Purdue did not "refus[e] to answer." (Mot. at 15.) Purdue offered to meet and confer about these requests, so that their scope may be better understood. (Response No. 14 ("Purdue is willing to meet and confer with Plaintiff to discuss this request"); Response No. 15 (same).) However, instead of meeting and conferring (or even raising) this issue with Purdue, it filed this motion. As noted above, Oklahoma law requires a meet and confer *before* filing a motion to compel, in part to understand what the State is asking for. The State's characterizations of

unidentified documents as being "conspiracy" documents make it difficult to know what the State wants. Regardless, Purdue has already offered to produce documents regarding Key Opinion Leaders and pain advocacy groups, as explained in its discovery responses. Thus, motion should be rejected as to this request because there is no relief that is required. *Sabeerin*, 2016 WL 9818314, at *2.

H. Purdue Already Agreed to Produce Documents Pertaining to "Oklahoma Prescriber Habits"

Although the State concedes that Purdue has agree to produce "substantial information" related to any research Purdue might have regarding the prescribing habits of Oklahoma prescribers (Mot. at 15-16), it curiously argues that Purdue has not agreed to produce such research. (Mot. at 15.) It is hard to know what the State means by its references to "research" in its motion, and it is likely that what the State has in mind will already be part of what Purdue has offered to produce. If the State identifies a deficiency in the produced or soon-to-be-produced documents, Purdue is willing to meet and confer to discuss its position. However, because Purdue has already agreed to produce substantial information, and the State does not identify a deficiency to be cured, the motion should be rejected as to this request because there is no relief that is required. *Sabeerin*, 2016 WL 9818314, at *2.

I. The State Already Has Documents Sent to Oklahoma Agencies and Purdue Already Agreed to Confer About Producing Them Regardless

The State moves to compel documents within the State's own possession. Specifically, the State demands documents that it believes Purdue sent to the Oklahoma state agencies and State-run medical schools. (Mot. at 16; Request No. 22.) This request seeks documents that it should already have, if there are any. Because the State already has these files, it may not shift the burden of collecting them on Purdue. *BG Real Estate Services v. American Equity Ins. Co.*, 2005 WL 1309048, at *7 (E.D. La. 2005) (granting protective order because the requested

documents were in the "plaintiffs' own files, the public record and the document depository to which they have had access.")

Moreover, the State erroneously asserts that Purdue "inexplicably objected" to producing any information in response to the State's request. That is not true. Given the broad scope and time period of the Request, Purdue offered to meet and confer regarding the Request. (Resp. No. 22 ("Purdue is willing to meet and confer with Plaintiff to discuss this request.") The State refused to meet and confer and instead moved to compel. Purdue remains ready to meet and confer, in good faith, on such issues as temporal scope, search terms, and custodians. Thus, motion should be rejected as to this request because there is no relief that is required. *Sabeerin*, 2016 WL 9818314, at *2.

J. Purdue Already Produced Opioid Medication Research

The State seeks documents related to its research into its opioid medications. (Mot. at 16.) Indeed, Purdue already produced scientific research documents for OxyContin and the abuse-deterrent reformulation of OxyContin. Purdue has also agreed to produce a bibliography of published scientific research that Purdue has conducted, commissioned, sponsored, or funded relating to the both the prior original formulation of OxyContin or the abuse-deterrent reformulation of OxyContin that can be compiled from information in Purdue's possession, custody, and control. The State has not identified deficiencies in the marketing documents already produced, or otherwise described what it seeks now compared to what Purdue has already provided and the State has presumably reviewed. (Mot. at 16.) The State therefore fails to set forth a basis for relief, and the request should be denied. And if there are additional documents or categories of documents the State seeks, Purdue is prepared to discuss those with the State. Thus, motion should be rejected as to this request because there is no relief that is required. *Sabeerin*, 2016 WL 9818314, at *2.

K. Purdue Will Produce Documents Related to Diversion of its Opioid Medications

The State asserts that Purdue refuses to produce documents related to diversion programs, which refers to situations of suspected misuse of its opioid medications by a prescriber or pharmacies. (Mot. at 17.) The State is incorrect. Purdue already agreed to produce a report of Oklahoma prescribers who were identified as part of Purdue's Abuse and Diversion Detection ("ADD") program with notations as to those placed on the "no-call" list, if any. Purdue also agreed to produce responsive, non-privileged documents from the ADD program files of Oklahoma prescribers on the ADD list, documents from Purdue's Order Monitoring System Program ("OMS Program") that was created to monitor direct orders placed with the company, responsive MedWatch reports related to OxyContin, other reports which reflect responsive adverse events related to OxyContin but do not contain enough information to create formal MedWatch Reports ("NCIs"), and Clinical Supply Product Complaint ("CSPC") reports related to OxyContin, product complaint reports related to OxyContin. The State has not identified deficiencies in the marketing documents already produced, or otherwise described what it seeks now compared to what Purdue has already provided and the State has presumably reviewed. Thus, motion should be rejected as to this request because there is no relief that is required. *Sabeerin*, 2016 WL 9818314, at *2.

L. Reimbursement Research for Opioids by Medicare and Oklahoma Medicaid

The State demands sales projections and/or research regarding the amount of reimbursement that would be paid by Medicare and/or Oklahoma's Medicaid Program. (Mot. at 17; Request No. 28.) Request No. 28 is among those raised for the first time in this motion. Purdue remains willing to meet and confer, in good faith, about this Request and about

Purdue's objections thereto. Thus, motion should be rejected as to this request because there is no impasse that requires judicial intervention.

M. Purdue Already Offered to Produce Documents Pertaining to Multiple Opioid Medications

The State does not accurately recount Purdue's position on the scope of its document productions. (Mot. at 18.) The State contends that Purdue claims that it should only have to respond to discovery requests related "to one specific opioid." (*Id.*) But Purdue has already produced documents for the original formulation of OxyContin and the abuse-deterrent reformulation of OxyContin. Further, on the parties' meet and confer call, Purdue agreed to produce documents for two other opioid medications, Butrans and Hysingla, as well.

Further, Purdue has made clear in its responses to the State's requests that it will produce documents relating to opioids generally in response to certain requests, including requests for unbranded marketing information. *E.g.*, Response to Request No. 8 ("Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue will produce approved unbranded promotional materials relating to ***opioids generally*** that were approved to be used and/or distributed by Purdue to Oklahoma prescribers, patients, or customers." (emphasis added)); Response to Request No. 21 ("Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue will produce a report compiled from Purdue's business records listing promotional speaker programs, product theaters, and other promotional programs related to OxyContin, as well as CMEs and other educational programs related to ***opioids generally*** or disease awareness that were held in Oklahoma ... ") (emphasis added)). The State fails to articulate any basis to compel any additional documents. Thus, motion should be rejected as to this request because there is no relief that is required. *Sabeerin*, 2016 WL 9818314, at *2.

IV. PURDUE'S MOTION TO STRIKE SECTIONS OF THE STATE'S MOTION

Most of the State's motion should be struck because the State failed to follow Oklahoma law's requirement to first meet and confer with Purdue before filing a motion to compel. Pursuant to the Discovery Code, a motion to compel "must include a statement that the movant has in good faith conferred or attempted to confer either in person or by telephone with the person or party failing to make the discovery in an effort to secure the information or material without court action." 12 O.S. § 3237. The State does not include such a statement for many sections of its motion because it never conferred with Purdue about those issues. This is a not a minor procedural hurdle. It is an important way to promote efficient discovery and judicial economy by requiring parties to attempt to resolve their disputes in good faith before burdening the Court.

To be clear, the State and Purdue began the meet and confer process. On March 15, 2018, the parties had a teleconference to discuss certain of State's discovery requests. In that discussion, counsel for the State admitted that they would file a motion to compel regardless of the discussion and then perhaps discuss the issues after the filing. The State unilaterally ended the conversation because of its other scheduling obligations. Purdue offered to continue the meet and confer, but by the next day, the State had filed the instant motion. Purdue offered again on March 19 to meet and confer, and the State refused on March 20.

Even if the March 15 meet and confer were a sufficient good faith effort to resolve the issues discussed on that call, it cannot be construed as any effort to resolve most of the issues presented in the instant motion, specifically those identified in sections IV.b.iii through IV.b.x, because those issues were never raised by the State or discussed by the parties. The State does not certify for ***any*** of these items that has meet and conferred in good faith with Purdue and been

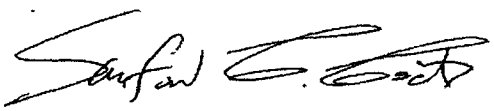
unable to reach a resolution. Purdue notified the State of the impropriety of these sections of its motion under Oklahoma law, and asked that the State withdraw those portions of its motion so it could comply with the Discovery Code. The State simply refused. The State's flip rejection of following the Discovery Code at the expense of judicial economy and discovery efficient should not be condoned. The issues raised in section IV.b.iii through IV.b.x should therefore be struck as improper.

V. CONCLUSION

For the foregoing reasons, Purdue respectfully requests the Court strike Sections IV.b.iii – IV.b.x of its Motion and deny the remainder of the State's First Motion to Compel, or alternatively deny the whole of the State's Motion to Compel.

Dated March 22, 2018

Respectfully submitted,



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Counsel for Purdue Pharma L.P., Purdue Pharma Inc., and The Purdue Frederick Company Inc.

CERTIFICATE OF MAILING

Pursuant to OKLA. STAT. tit. 12, § 2005(D), this is to certify on March 22, 2018, a true and correct copy of the above and foregoing has been served via the United States Postal Service, First Class postage prepaid, and by e-mail to the following:

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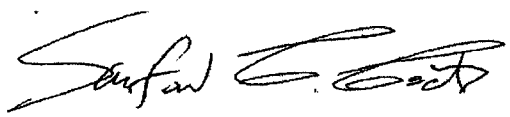

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EXHIBIT A

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel., MIKE HUNTER, ATTORNEY GENERAL OF OKLAHOMA,	§	
Plaintiff,	§	
vs.	§	
(1) PURDUE PHARMA L.P.; (2) PURDUE PHARMA, INC.; (3) THE PURDUE FREDERICK COMPANY; (4) TEVA PHARMACEUTICALS USA, INC.; (5) CEPHALON, INC.; (6) JOHNSON & JOHNSON; (7) JANSSEN PHARMACEUTICALS, INC.; (8) ORTHO-McNEIL-JANSSEN PHARMACEUTICALS, INC., n/k/a JANSSEN PHARMACEUTICALS, INC.; (9) JANSSEN PHARMACEUTICA, INC., n/k/a JANSSEN PHARMACEUTICALS, INC.; (10) ALLERGAN, PLC, f/k/a ACTAVIS PLC, f/k/a ACTAVIS, INC., f/k/a WATSON PHARMACEUTICALS, INC.; (11) WATSON LABORATORIES, INC.; (12) ACTAVIS LLC; and (13) ACTAVIS PHARMA, INC., f/k/a WATSON PHARMA, INC.,	§	Case No. CJ-2017-816 JURY TRIAL DEMANDED
Defendants.	§	

PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS, AND FIRST SET OF INTERROGATORIES

Plaintiff, the State of Oklahoma, by and through its Attorney General (hereinafter "Oklahoma" or "the State"), pursuant to 12 Okl. St. §§ 3233 and 3234, requests that Defendants Purdue Pharma L.P., Purdue Pharma Inc., and the Purdue Frederick Company (collectively, "Purdue Defendants"), within thirty (30) days of the date of service of these discovery requests: (1) produce and permit Plaintiff to inspect and copy the documents and things requested below at the offices of Whitten Burrage, 512 N. Broadway Avenue, Oklahoma City, Oklahoma 73102 (or at such other place as may be agreed upon by the parties); and (2) answer the below interrogatories fully and under oath.

INSTRUCTIONS AND DEFINITIONS

SPECIFIC DEFINITIONS

For purposes of these discovery requests, the following specific definitions apply:

a. The words "**You**" or "**Your**" or "**Defendants**" or "**Purdue**" (as separately defined below) means the Purdue Defendants in this litigation: Purdue Pharma L.P., Purdue Pharma Inc., and the Purdue Frederick Company.

b. "**CME**" means Continuing Medical Education.

c. "**Front Groups**" means any and all non-profit organizations, trade associations, trade groups, or third-party organizations related to opioid use and/or pain treatment including, without limitation, the: American Pain Foundation ("APF"), American Academy of Pain Medicine ("AAPM"), American Pain Society ("APS"), American Geriatrics Society ("AGS"), Federation of State Medical Boards ("FSMB"), American Chronic Pain Association ("ACPA"), American Society of Pain Education ("ASPE"), National Pain Foundation ("NPF"), Pain & Policy Studies Group ("PPSG"), and Pain Care Forum ("PCF").

d. **"Healthcare Professional"** means any person licensed under federal and/or state laws to prescribe opioids, including but not limited to, doctors, pharmacists, nurses, and other licensed healthcare professionals.

e. **"KOLs"** means doctors or other Healthcare Professionals acting as key opinion leaders, consultants, and/or advisors to You for issues related to opioids and/or pain treatment. KOLs include, without limitation, the following doctors: Russell Portenoy, Lynn Webster, Bradley Galer, Scott Fishman, Bradley Haddox, Perry Fine, Kathleen Foley, and Barry Cole.

f. **"Other Opioid Cases"** means the following cases and any similar cases: *United States of America v. Purdue Frederick Company, Inc., et al.*, Case No. 07-CR-00029, WD of Va.; *Kentucky v. Purdue Pharma LP et al.*, Case No. 07-CI-01303, Pike Circuit Court of the Commonwealth of Kentucky; *Cabell County Commission v. Amerisourcebergen Drug Corp.*, No. 3:17-cv-01665, SD of West Virginia; *City of Everett v. Purdue Pharma et al.*, Case No. 2:17-cv-00209, WD of Washington; *Kanawha County Commission v. Rite Aid of Maryland, Inc.*, No. 2:17-cv-01666, SD of West Virginia; *The City of Huntington v. AmerisourceBergen Drug Corp., et al.*, Case No. 3:17-cv-01362, SD of West Virginia; *The County Commission of McDowell County v. McKesson Corporation et al.*, Case No. 1:17-cv-00946, SD of West Virginia; *The People of the State of California v. Purdue Pharma et al.*, Case No. No. 30-2014-00725287-CU-BT-CXC, Orange County Superior Court; *The People of the State of California v. Purdue Pharma et al.*, Case No 8:14-cv-01080, CD of California; *City of Chicago v. Purdue Pharma L.P., et al.*, Case No. 1:14-cv-4361, ND of Illinois; *People of the State of Illinois and St. Clair County, Illinois v. Purdue Pharma, et al.*, Case No. 17-L-204, Circuit Court of the Twentieth Judicial Circuit, St. Clair County, Illinois; *County of Suffolk v. Purdue Pharma LP*, Case No. 613760/2016, Supreme Court of the State of New York, County of Suffolk; *City of*

Everett v. Purdue Pharma et al., No. 17 2-00469 31, Superior Court of the State of Washington In and For Snohomish County; *The Town of Kermit v. McKesson Corporation, et al.*, No. 17-C-13, Circuit Court of Mingo County, WV; *The City of Huntington v. AmerisourceBergen Drug Corp., et al.*, No. 17-C-38, Cabell County Circuit Court, WV; *County of Broome v. Purdue Pharma, LP*, et al., No. EFCA2017-000252, Supreme Court of the State of New York, County of Broome; *The County Commission of Lincoln County v. West Virginia Board of Pharmacy, et al.*, Case No. 17-C-46; Circuit Court of Lincoln County, West Virginia; *County of Orange v. Purdue Pharma LP, et al.*, No. EF003572-2017, New York State Supreme Court, Orange County; *State of Mississippi v. Purdue Pharma, LP*, et al., Case No. 15-cv-1814 (25CH1:15-cv-001814); 5th Chancery Court, Hinds Chancery Court, Jackson; *State of Ohio, ex rel. Mike DeWine, Ohio Attorney General v. Purdue Pharma L.P., et al.*, Case No. 17-CI-000261, Common Pleas Court of Ross County, Ohio – Civil Division; *City of Dayton v. Purdue Pharma, et al.*, Case No. 2017-cv-02647, Court of Common Pleas, Montgomery County, Ohio; and *Barry Staubus, Tony Clark, Dan Armstrong and Baby Doe v. Purdue Pharma, et al.*, Case No. C-41916, Circuit Court of Sullivan County, Kingsport, TN.

g. "**PBM**" means any pharmacy benefits manager.

h. "**Purdue**" shall mean Purdue Pharma L.P., Purdue Pharma Inc., and the Purdue Frederick Company and any and all predecessors, merged entities, subsidiaries and affiliates, whether individuals, corporations, LLC's or partnerships. The term "affiliate" shall include any entity owned in whole or in part by Purdue or any entity which owns Purdue in whole or in part. The term "**Purdue**," where appropriate, shall also include entities and individuals, such as officer, directors, sales representatives, medical liaisons, etc., who are employed by Purdue or who provide services on behalf of Purdue.

i. **"Relevant Time Period"** means May 1, 1996 to the present. Unless otherwise indicated, these discovery requests are limited to the Relevant Time Period.

GENERAL DEFINITIONS AND INSTRUCTIONS

For purposes of these discovery requests, the following general definitions apply:

a. "And" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these discovery requests any and all information which might otherwise be construed as outside their scope.

b. "Communication" means the transmittal of any information, by any means, including, but not limited to, any meeting, conversation, discussion, conference, correspondence, message, or other written or oral transmission, exchange, or transfer of information in any form between two or more persons, including in-person or by telephone, facsimile, telegraph, telex, letter, email or other medium.

c. "Concerning" means relating to, referring to, describing, evidencing or constituting.

d. "Correspondence" means any document that constitutes a Communication between two or more entities, persons or things, or that records, memorializes, reflects, or otherwise summarizes the substance of such a communication, whether made directly or otherwise.

e. "Date" means the exact year, month and date, if known, or, if not, Your best approximation thereof.

f. "Document" shall have the broadest possible meaning under the Oklahoma Discovery Code, including, but not limited to, any written, printed, handwritten, graphic matter of any kind, or other medium upon which intelligence or information can be recorded or

retrieved, however created, produced or reproduced, and regardless of where located, including, but not limited to, any Correspondence, inter-office and intra-office communications, emails, circulars, announcements, directories, declarations, affidavits, statements, filings, memoranda, agreements, contracts, legal instruments, reports, studies, work papers, records, research, checklists, opinions, summaries, instructions, specifications, notes, notebooks, scrapbooks, diaries, minutes, minutes of meetings, desk or pocket calendars, schedules, projections, plans, drawings, specifications, designs, sketches, pictures, photographs, photocopies, charts, graphs, curves, descriptions, accounts, journals, ledgers, bills, invoices, checks, receipts, motion pictures, videos, recordings, publications, transcripts, sound recordings, any magnetic or other recording tape, computer data (including information or programs stored in a computer, whether or not ever printed out or displayed), and any other retrievable data (whether encoded, taped, punched or coded, either electrostatically, electromagnetically, on computer or otherwise), in Your possession, custody, or control or known to You wherever located, however produced or reproduced, including any non-identical copy (whether different from the original because of any alterations, notes, comments, initials, underscoring, indication of routing, or other material contained in that document or attached to that document, or otherwise), and whether a draft or a final version. "Document" shall include metadata and/or other identifying information for those documents generated and stored electronically, whether stored on an active hard drive or on archive tapes or disks, including electronic mail. "Document" shall also include the physical and/or electronic file folders in which said documents are maintained and any table of contents or index thereto; and copies of documents of which the originals have been destroyed pursuant to a document destruction policy or otherwise. You are instructed to preserve and restore all archive tapes and disks to determine whether responsive documents are resident in archived files.

g. "Including" means "including, but not limited to."

h. "Person" means, without limiting the generality of its meaning, natural persons, groups of natural persons (such as a committee or board of directors), corporations, partnerships, associations, joint ventures, and any other incorporated or unincorporated business, governmental, public, or social entity.

i. "Relate" and "relating to" mean to be legally, logically, factually, or in any way connected to, in whole or in part, the matter discussed.

j. Documents not otherwise responsive to this discovery request shall be produced if such documents mention, discuss, refer to, or explain the documents that are called for by this discovery request.

k. Documents attached to each other should not be separated.

l. The fact that a document is produced by another party does not relieve You of the obligation to produce Your copy of the same document, even if the two documents are identical.

m. In producing documents and other materials, You are requested to furnish all documents or things in Your possession, custody or control, regardless of whether such documents or materials are possessed directly by You or Your directors, officers, agents, employees, representatives, subsidiaries, managing agents, affiliates, accountants, investigators, or by Your attorneys or their agents, employees, representatives or investigators.

n. When asked to identify a document, please state the location, length, date, authors, signatories, and content of the original and identify the person presently in charge of its custody and maintenance. If there are copies of the document that are not identical to the original, explain how the copies differ from the original with respect to the characteristics enumerated in the previous sentence. If any person received the original or any copy (whether or

not identical to the original), please identify such person. If the document is available in only machine-readable form, please state the form in which the document is available and describe the type of machine required to read the document. If the document was, but no longer is, in Your possession, custody or control, please state or identify the date, manner, and person who authorized the disposition.

o. When asked to identify a natural person, please state his or her name, title and position, and present or last known home and business addresses and telephone numbers. If such person is no longer employed by the person for whom he/she engaged in the activity which is the subject of the interrogatory, please state the date on which he/she left the employ of the person and his/her title or position when he/she engaged in the activity which is the subject of the interrogatory.

p. When asked to identify a non-natural person, please state the entity's full name, its address and telephone number at its principal place of business, and its relationship to the parties to this proceeding. With respect to each person who is or was an officer, director, general partner, limited partner, member or beneficiary of the organization, or who represented the organization with respect to the subject matter stated in the interrogatory, state the name and title of such person.

q. When asked to identify a communication, please state its date, time, place, form (such as memorandum, letter, or conversation) and substance, and state each person who has or is believed to have first-hand knowledge of the communication and each document relating to the communication.

r. Whenever appropriate in these discovery requests, the singular and plural forms of words shall be interpreted interchangeably so as to bring within the scope of these requests any matter which might otherwise be construed to be outside their scope.

s. With respect to each document or communication which Defendant does not produce or divulge based upon any claim of privilege or for any other reason, please state the reason the document or communication was not produced and its date, length, general content, and whether it contained any attachments, exhibits, or appendices. With respect to the document's authors, originators or senders, present custodians, persons who have seen the document or copies or have participated in a relevant communication, and persons to whom the document or copies were directed, addressed, or sent, please also state the names, addresses, and job titles of each such person and the date each such person received the document or copies.

t. If a portion of an otherwise responsive document contains information subject to a claim of privilege, only that portion of the document subject to the claim of privilege shall be deleted or redacted from the document following the instructions in the preceding paragraph and the rest shall be produced.

u. All documents are to be produced, organized and labeled to correspond with the categories in the Requests for Production of Documents. The method of production of each category is to be identified at the time of production.

v. If any documents requested herein have been lost, discarded, or destroyed, including documents not produced based upon a claim of privilege, identify such documents as completely as possible, including the date of and reason for the disposal or loss and the persons who performed, authorized, or have knowledge of the disposal or loss.

w. Unless otherwise indicated, these discovery requests apply to the Relevant Time Period, including all Documents and information which relate in whole or in part to the Relevant Time Period, or to events or circumstances during such period.

x. Except as expressly provided in the definitions above or in a particular discovery request, all of the terms utilized in these discovery requests shall have the meaning given to them in the Oklahoma Discovery Code.

SPECIFICATIONS FOR ELECTRONIC DISCOVERY

For purposes of these discovery requests, the following are specifications for electronic discovery:

a. Unless You are otherwise herein specifically requested to produce documents in a different format, documents available to You in electronic form should be produced in electronic form.

b. If You have documents available to You as PDF, or in other electronic form, You should produce them electronically rather than converting them to hard copies. You should consult with counsel or the requesting party regarding the form that should be utilized for production. If You have available to You responsive documents that have been "OCR'd", they should be produced electronically in that form. When producing documents to the requesting party, the preferred format is PDF, with the exception of Excel, PowerPoint and database files. These should be produced in their original Excel, PowerPoint or database format.

c. E-mails should be produced as PDF images. E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents, and also include fields for begattach and endattach. The following metadata should be produced for each e-mail: starting Bates, ending Bates, confidentiality designation ("Confidential" or no designation), to,

from, cc, bcc, date sent, date received, subject, full text, begattach, endattach, custodian, and source. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

d. If a document does not contain extractable text, the producing party shall provide OCR for that document. Load files shall include the following metadata: starting Bates, ending Bates, confidentiality designation ("Confidential" or no designation), author, custodian, source, date created, last accessed date, last modified date, and original filename. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted. Excel files and databases shall be produced as native files with a single Bates number as designated below, and shall also include the metadata and the native file link in the load file (with the exception of native files for documents that have been redacted, in which case the parties shall confer in good faith to determine the method by which the native file will be produced). Upon reasonable request of another party, any other documents or sets of documents that cannot be viewed meaningfully as PDF images shall be reproduced in native format. For native files, the producing party will provide a single page placeholder referencing the native file with a Bates stamp for the file only, stating: "This document was produced in native form." Notwithstanding this, the parties understand that producing native files may affect some changes in metadata. Minor metadata changes that result from production to the requesting party, including changes to the creation date, changes to the file name to reflect the designation of "Confidential", and Bates stamping of the file are permissible. Upon reasonable request of another party, any other documents or sets of documents that contain color where the colors are necessary to understanding the substance of

the document shall be reproduced in color. Regardless of the form of production, the producing party shall preserve native files with all metadata intact.

e. The producing party shall produce hard copy documents as PDF images with accompanying document-level full text with Concordance and Opticon load files, which shall include the following metadata: starting Bates, ending Bates, confidentiality designation ("Confidential" or no designation), and custodian. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

f. Computer programs shall be produced in object-code form, along with all installation files, database files, or other files, manuals, all USB or other types of security or licensing devices required to install and operate the programs.

g. If any electronic file or email responsive to a discovery request has been maintained by You (including any person doing any work on Your behalf) within a folder, a 'screen shot' of the contents of the folder shall be provided, along with a 'screen shot' of all levels of folders maintained that include that folder at any level. For example, if an employee using an Outlook (or similar) email system has maintained a system of folders where the employee stores emails by subject, and one or more of those folders contain emails responsive to a discovery request, then the following 'screen shots' shall be produced: (1) a 'screen shot' of the person's entire folder and subfolder index; and (2) a 'screen shot' of the full index of the folder within which responsive emails have been stored. If an employee has maintained on a hard drive or server a system of folders where the employee stores electronic files by subject, and one or more of those folders contains electronic documents responsive to a discovery

request, then the following 'screen shots' shall be produced: (1) a 'screen shot' of the person's entire folder and subfolder index; and (2) a 'screen shot' of the full index of the folder within which responsive electronic documents have been stored.

h. The foregoing provisions apply to documents that are possessed in native or hardcopy form by the producing party. To the extent that You are required to produce documents that were obtained in electronic form from third parties in litigation, You will make reasonable efforts to produce the documents in the formats described above, but the production of such documents may be limited by the format in which they were received from third parties.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: All Documents produced by You, whether as a party or non-party, in other litigation related to the promotion, marketing, distribution, and/or prescription of opioids, including, without limitation, any and all Documents produced by You in the Other Opioid Cases.

REQUEST FOR PRODUCTION NO. 2: All discovery responses, investigative demand responses, deposition transcripts, witness statements, hearing transcripts, expert reports, trial exhibits and trial transcripts from prior litigation related to the promotion, marketing, distribution, and/or prescription of opioids, including, without limitation, the Other Opioid Cases.

REQUEST FOR PRODUCTION NO. 3: All Documents constituting or concerning training and education materials for opioid sales representatives, whether Your employees, contractors or third-party sales representatives, including, without limitation, all scripts, presentations, guidelines, and videos, including drafts of such materials, provided to such opioid sales representatives by You.

REQUEST FOR PRODUCTION NO. 4: All Documents constituting or concerning training and education materials You provided to medical liaisons employed, retained or funded by You concerning the medical liaisons' communication with Healthcare Professionals, KOLs, and/or Front Groups regarding opioids and/or pain treatment, including but not limited to, scripts, presentations, guidelines and videos.

REQUEST FOR PRODUCTION NO. 5: All Communications between medical liasions employed, retained or funded by You and Healthcare Professionals, KOLs and Front Groups regarding opioids and/or pain treatment.

REQUEST FOR PRODUCTION NO. 6: All branded advertisements and/or marketing materials published by You concerning opioids, including, without limitation all videos, pamphlets, brochures, presentations, treatment guidelines, and any drafts of such materials.

REQUEST FOR PRODUCTION NO. 7: All Communications concerning branded advertisements and/or marketing materials published by You concerning opioids, including, without limitation all videos, pamphlets, brochures, presentations, and treatment guidelines.

REQUEST FOR PRODUCTION NO. 8: All un-branded advertisements and/or marketing materials drafted, edited, influenced, funded and/or published, in whole or in part, by You, concerning opioids, including, without limitation, all videos, pamphlets, brochures, presentations, articles, treatment guidelines or other materials, and any drafts of such materials.

REQUEST FOR PRODUCTION NO. 9: All Communications concerning un-branded advertisements and/or marketing materials drafted, in whole or in part, by You concerning opioids, including, without limitation, all videos, pamphlets, brochures, presentations, treatment guidelines and other materials.

REQUEST FOR PRODUCTION NO. 10: All Documents reflecting amounts spent by You on advertising and marketing related to opioids during the Relevant Time Period.

REQUEST FOR PRODUCTION NO. 11: All Documents reflecting amounts spent by You on unbranded opioid advertising during the Relevant Time Period.

REQUEST FOR PRODUCTION NO. 12: All organizational charts identifying Your employees involved in (1) the sale, promotion, marketing and advertising of Your opioids; and (2) the communication with Healthcare Professionals, KOLs and Front Groups regarding opioids, including OxyContin, and pain treatment.

REQUEST FOR PRODUCTION NO. 13: All Communications between You and trade groups, trade associations, non-profit organizations and/or other third-party organizations concerning opioids and/or pain treatment, including but not limited to, the Front Groups.

REQUEST FOR PRODUCTION NO. 14: All Communications between You and other opioid manufacturers concerning opioids and/or pain treatment, including, without limitation, all Communications with the Defendants in this action, Endo Health Solutions Inc, Endo Pharmaceuticals, Inc. and/or Pfizer Inc. concerning opioids and/or pain treatment.

REQUEST FOR PRODUCTION NO. 15: All Communications between You and any opioid distributor, wholesaler, pharmacy, and/or PBM concerning opioids and/or pain treatment, including, without limitation: Cardinal Health Inc., AmerisourceBergen Drug Corporation, McKesson Corporation, CVS, Rite Aid, Wal-Mart, and Walgreens.

REQUEST FOR PRODUCTION NO. 16: All Documents concerning Your compensation plans for sales representatives and/or sales managers, including contractors and third-party sales representatives in Oklahoma responsible for the sale of Your opioids.

REQUEST FOR PRODUCTION NO. 17: All labels and prescription inserts used with or considered for use with Your opioids, including drafts.

REQUEST FOR PRODUCTION NO. 18: All Documents You provided to or received from KOLs concerning opioids and/or pain treatment, including, without limitation, all Communications with KOLs concerning opioids and/or pain treatment.

REQUEST FOR PRODUCTION NO. 19: All Documents concerning Your research of Oklahoma Healthcare Professionals' and/or pharmacies' opioid prescribing habits, history, trends, sales, practices and/or abuse and diversion of opioids.

REQUEST FOR PRODUCTION NO. 20: All Documents drafted, edited, influenced, funded and/or published by You concerning "pseudoaddiction" or "pseudo-addiction."

REQUEST FOR PRODUCTION NO. 21: All Documents concerning CMEs sponsored by You, in whole or in part, related to opioids and/or pain treatment, including, without limitation, all materials made available to CME attendees.

REQUEST FOR PRODUCTION NO. 22: All Documents concerning opioids and/or pain treatment that You provided to any Oklahoma State agency or board, the Oklahoma State Medical Board, and/or Oklahoma medical school.

REQUEST FOR PRODUCTION NO. 23: All Documents concerning research conducted, funded, directed and/or influenced, in whole or in part, by You related to opioid risks and/or efficacy.

REQUEST FOR PRODUCTION NO. 24: All internal Communications and Communications between You and third parties concerning research, studies, journal articles, and/or clinical trials regarding opioids and/or pain treatment, including, without limitations, all drafts of such Communications.

REQUEST FOR PRODUCTION NO. 25: All Documents showing opioids are not addictive, virtually nonaddictive and/or that addiction to opioids, including OxyContin, occurs in less than one percent of patients being treated with opioids.

REQUEST FOR PRODUCTION NO. 26: All Documents showing opioids are addictive, highly addictive and/or that addiction to opioids, including OxyContin, occurs in greater than one percent of patients being treated with opioids.

REQUEST FOR PRODUCTION NO. 27: All Documents regarding any OxyContin abuse and diversion program You established and implemented to identify Healthcare Professionals' and/or pharmacies' potential abuse or diversion of OxyContin.

REQUEST FOR PRODUCTION NO. 28: All Documents concerning Your sales projections and/or research regarding the amount of reimbursement for Your opioids prescriptions that would be paid by Medicare and/or Oklahoma's Medicaid Program.

INTERROGATORIES

INTERROGATORY NO. 1: Identify the name and position of each Person employed by Defendant who had any responsibilities related to:

a. selling, advertising, and/or marketing opioids;

b. communicating with Healthcare Professionals, Front Groups and KOLs regarding opioids;

c. training any employees, contractors or third-party sales representatives responsible for selling, advertising, and/or marketing opioids;

d. training any employees, contractors or third-party sales representatives responsible for communication with Healthcare Professionals, Front Groups and KOLs regarding opioids;

e. testing, researching, and/or studying the risks of opioids; and

f. testing, researching, and/or studying the benefits of opioids.

INTERROGATORY NO. 2: State the amounts of gross revenue and net profits earned by You from the sale of opioids in Oklahoma.

INTERROGATORY NO. 3: Identify all Front Groups, trade groups, trade associations, and/or non-profit organizations related to opioids and/or pain treatment to whom you have provided funding or other benefits, and the respective amounts and/or values of such funding or benefits.

INTERROGATORY NO. 4: Identify all of Your former sales representatives, sales managers and medical liaisons in Oklahoma that were involved in the sale, marketing and/or advertising of Your opioids and/or communicating with Oklahoma Healthcare Professionals concerning Your opioids and/or pain treatment.

INTERROGATORY NO. 5: Identify all educational or research grants You provided to individuals or entities regarding opioids and/or pain treatment.

INTERROGATORY NO. 6: For each year during the Relevant Time Period, state the amount of each and every bonus paid to each and every sales representative, sales manager or other individual responsible for the sale or promotion of Your opioids in Oklahoma, identifying individual to whom each such bonus payment was made.

INTERROGATORY NO. 7: Identify all KOLs utilized by You concerning opioids and/or pain treatment, the amounts paid and/or the value of the benefits provided to each KOL, and a description of all services provided by each KOL to You.

INTERROGATORY NO. 8: Identify all Healthcare Professionals in Oklahoma to whom You sent sales representatives, marketing materials, treatment guidelines and/or educational materials concerning opioids and/or pain treatment.

INTERROGATORY NO. 9: Identify all Healthcare Professionals in Oklahoma to whom You provided, either directly or indirectly, any gift, payment, meal, entertainment and recreation, speaking fee, consulting fee or other remuneration relating to the promotion and marketing of opioids, a description of such remuneration that You provided to each and every Oklahoma Healthcare Professional and the specific amount of such remuneration that You provided to each and every Oklahoma Healthcare Professional.

INTERROGATORY NO. 10: Identify all conferences, conventions, educational events, speeches, and/or CMEs You hosted or sponsored or in which You participated related to opioids and/or pain treatment.

INTERROGATORY NO. 11: Identify all conferences, conventions, speeches, and/or CMEs You hosted or sponsored or in which You participated related to opioids and/or pain treatment and which were attended by Oklahoma Healthcare Professionals.

INTERROGATORY NO. 12: Identify all medical schools in Oklahoma to which You sent sales representatives or presenters concerning opioids, including the dates of all such visits and identification of the employees sent by You.

INTERROGATORY NO. 13: Identify each and every letter, study, research, article, or other written materials relating to opioids which You funded, edited, influenced and/or published for purposes of communicating with Healthcare Professionals regarding opioids and/or pain treatment.

Dated: August 3, 2017.

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on August 3, 2017, a true and correct copy of the above and foregoing document was served by email delivery, as well as Certified Mail, Return Receipt Requested to all counsel of record.

Michael Burrage

EXHIBIT B

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel., MIKE HUNTER, ATTORNEY GENERAL OF OKLAHOMA, Plaintiff, v. PURDUE PHARMA, L.P., et al., Defendants.	Case No. CJ-2017-816

PURDUE'S RESPONSES AND OBJECTIONS TO PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND FIRST SET OF INTERROGATORIES

Pursuant to 12 O.S. §§ 3233 and 3234 of the Oklahoma Rules of Civil Procedure, Purdue Pharma L.P., Purdue Pharma Inc., and The Purdue Frederick Company Inc. (together "Purdue") hereby respond and object to Plaintiffs' First Set of Requests for Production of Documents to the Purdue Defendants (the "Requests") and Plaintiffs' First Set of Interrogatories to the Purdue Defendants (the "Interrogatories").

Purdue makes these responses and objections in good faith, based on presently available information and documentation, and without prejudice to Purdue's right to conduct further investigation and utilize any additional evidence that may be developed. Purdue's discovery and investigations are ongoing and not complete as of the date of these responses and objections. Purdue does not waive any right to modify or supplement its responses and objections to any Request or Interrogatory and expressly reserves all such rights. Purdue reserves the right to present additional information, as may be disclosed through continuing investigation and discovery and reserves the right to supplement or modify these responses and objections at any time in light of subsequently discovered information.

Where Purdue agrees to produce business records in response to Interrogatories pursuant to O.S. § 12-3233(c) or in response to the Requests, such records shall be produced after the entry of an appropriate protective order of confidentiality, and to the extent searches of electronically stored information ("ESI") are required to identify such information, after the parties meet and confer pursuant to any ESI agreement or protocol. Purdue reserves the right pursuant to the Oklahoma Rules of Civil Procedure to supplement, amend, correct, clarify, or modify any of the responses or objections contained herein if further information becomes available. Moreover, Purdue's response that it will produce information or documents is not an admission that such information or documents are relevant or admissible. Purdue reserves the right to contend that the requested information and documents are inadmissible, irrelevant, immaterial, or otherwise objectionable.

GENERAL OBJECTIONS AND OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

Purdue asserts the following General Objections and Objections to Definitions and Instructions. Each response to a Request or Interrogatory is subject to, and is limited in accordance with, the following General Objections and Objections to Definitions and Instructions, which are incorporated therein as if fully set forth and are not waived or in any way limited by the Specific Responses and Objections set forth below.

1. Purdue objects to the Requests for Production and Interrogatories, including the Definitions and Instructions, to the extent that they purport to impose obligations on Purdue that are broader than, inconsistent with, not authorized under, or not reasonable pursuant to the Oklahoma Rules of Civil Procedure or the Rules of Local Practice in the District Court of Cleveland County, Oklahoma (together, the "Applicable Rules"). Purdue will respond to Requests for Production and Interrogatories in accordance with the Applicable Rules.

2. Purdue objects to producing or providing information, documents, or any other discovery that is protected from disclosure by the attorney-client privilege, the work product doctrine, joint-defense privilege, the self-investigative privilege, or any other legally-recognized privilege, immunity, or exemption (collectively, "Privileged Information"). Privileged Information will not be knowingly disclosed. Any disclosure of Privileged Information in response to any Request or Interrogatory is inadvertent and not intended to waive any privileges or protections. Purdue reserves the right to demand that Plaintiff return or destroy any Privileged Information inadvertently produced, including all copies and summaries thereof. Purdue will withhold or redact Privileged Information from its productions in response to the Requests and Interrogatories and produce an appropriate privilege log in accordance with the Applicable Rules and the provisions of any protocol agreed to by the parties or entered by the Court in this matter.

3. Purdue objects to the Requests and Interrogatories, including the Definitions and Instructions, to the extent that they are overbroad and call for information or documents that are neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. To the extent Purdue produces information or documents in response to any of the Requests or Interrogatories, Purdue's production will be made subject to Purdue's reasonable interpretation of such Requests and Interrogatories.

4. Purdue objects to the Requests and Interrogatories, including the Definitions and Instructions, to the extent that the expense or burden of discovery is not proportional to the needs of the case and outweighs its likely benefit.

5. Purdue objects to producing non-responsive confidential commercial, business, financial, proprietary, or competitively sensitive information (collectively, "Confidential Information") that may be attached in separate documents to other responsive materials. Purdue

objects to producing Confidential Information, whether contained in documents or otherwise, until the entry of an appropriate protective order regarding confidentiality.

6. Purdue objects to the Requests and Interrogatories, including the Definitions and Instructions, on the grounds that such requests are cumulative, irrelevant, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence, including because they are not limited by an appropriate time period tied to the claims at issue in this case. Subject to and without waiving any objection, Purdue is willing to meet and confer with Plaintiff about producing documents that cover an appropriate and reasonable time period that is relevant to and informed by the claims in the case, unless otherwise noted in response to specific Requests below.

7. Purdue objects to the Requests and Interrogatories, including the Definitions and Instructions, on the grounds that such requests are cumulative, irrelevant, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence because they are not limited to events or issues in Oklahoma. Subject to and without waiving any objection, Purdue will disclose information or documents insofar as they pertain to events or issues in Oklahoma.

8. Purdue objects to the Requests and Interrogatories, including the Definitions and Instructions and the definition of "Relevant Time Period," on the grounds that the requests are overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence because they are not limited by an appropriate time period based on the claims at issue in this case. Subject to and without waiving any objection, Purdue is willing to meet and confer with Plaintiff about producing documents that cover an appropriate and

reasonable time period that is relevant to and informed by the claims in the case, unless otherwise noted in response to specific requests below.

9. Purdue objects to the Requests and Interrogatories, including the Definitions and Instructions, on the grounds that they are cumulative, irrelevant, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence because they seek information or documents about or that are in the possession, custody, or control of Purdue's associated or affiliated entities, predecessor, successor, parent, wholly or partially owned subsidiary, partnership, joint venture, owners, employees of the aforementioned entities, and others acting or authorized to act on their behalf, to the extent any such entities or persons exist. Purdue will produce information and/or documents from and about the Purdue defendants named in this lawsuit.

10. Purdue objects to the Requests and Interrogatories, including the Definitions and Instructions, to the extent they purport to require Purdue to produce information or documents relating to any Purdue opioid medications other than the prior original formulation of OxyContin® or the abuse-deterrent reformulation of OxyContin® as such Requests are overbroad, unduly burdensome, and call for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. In response to Requests regarding Opioids generally, Purdue will only address unbranded educational and disease awareness information and branded information related to the prior original formulation of OxyContin® or the abuse-deterrent reformulation of OxyContin®.

11. Purdue objects to the Requests and Interrogatories, including the Definitions and Instructions, to the extent they purport to require Purdue to provide "all" information or documents or "any" information or document relating to a given subject matter as overbroad,

unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

12. Purdue objects to the Requests and Interrogatories, including the Definitions and Instructions, to the extent that they purport to require production of information or documents that are public, already in Plaintiffs' possession, custody, or control, or otherwise available from sources other than Purdue to which Plaintiffs have access, on grounds that such Interrogatories are overbroad and unduly burdensome.

13. Purdue objects to the "Specifications for Electronic Discovery." Documents produced in response to these Requests and Interrogatories will be in a form that is reasonably usable. With respect to documents that Purdue has maintained in the normal course of business as electronically stored information and that Purdue agrees to produce as part of this response, subject to a protective order in this matter, Purdue will produce such materials in a reasonably usable form consisting of (i) bates-numbered TIFF images of the electronically stored information, (ii) the non-privileged and non-work-product searchable text of the electronically stored information in a format compatible with industry-standard litigation-support applications, (iii) a compatible load file that will assist Plaintiff in organizing and examining the electronically stored information, and (iv) reasonably accessible metadata fields extracted from the respective electronic document. Electronic documents will be produced in black and white single-page TIFF documents, except for Excel files or media files whose content cannot reasonably be revealed and rendered into a TIFF image. With respect to documents that Purdue has maintained in the normal course of business as hardcopy format, Purdue may produce responsive hardcopy files as paper or, if already maintained as scanned images, then as scanned images with load files compatible with industry standard litigation-support applications.

SPECIFIC RESPONSES AND OBJECTIONS TO DEFINITIONS

1. Purdue objects to the definition of "Front Groups" on the grounds that it renders certain requests overbroad, unduly burdensome, and calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. In responding to Requests and Interrogatories referencing "Front Groups," Purdue will refer to organizations it knows or understands to be organizations that address medical treatment for pain.

2. Purdue objects to the definition of "Healthcare Professional" on the grounds that it renders certain requests overbroad, unduly burdensome, and calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. In responding to Requests and Interrogatories referencing "Healthcare Professional," Purdue will refer to any person licensed in Oklahoma to prescribe opioids.

3. Purdue objects to the definition of "KOLs" on the grounds that it renders certain requests overbroad, unduly burdensome, and calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence in that the definition includes "consultants, and/or advisors." In responding to Requests and Interrogatories referencing "KOLs," Purdue will refer to any person it understands to be or have been a key opinion leader on issues relating to opioids and/or pain treatment.

4. Purdue objects to the definition of "Other Opioid Cases" on the grounds that it renders certain requests overbroad, unduly burdensome, and calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue will not produce in this case documents and information produced in other cases unless such documents or information are responsive in this case.

5. Purdue objects to the Definitions of "Purdue," "You," and "Your" on the grounds that they are overbroad, unduly burdensome, and not likely to lead to the discovery of admissible evidence, including to the extent that they purport to seek the discovery of information or documents that are in the possession, custody, or control of Purdue's affiliates, subsidiaries, predecessors, successors, parents and assigns, and/or any employees, agents, directors or independent contractors acting on behalf of any of those entities, acting individually or in concert. Purdue will limit its productions to information and/or documents from and about the Purdue defendants that are named in this lawsuit.

6. Purdue objects to the definition of "document" on the grounds that it is overbroad, unduly burdensome, and not likely to lead to the discovery of admissible evidence. Purdue further objects to the definition of "document" to the extent it seeks documents "known to You wherever located" on the grounds that such definition is inconsistent with Applicable Rules. Purdue will produce responsive, non-privileged documents in its possession, custody, or control. Purdue also objects to the definition of "document" to the extent it requests from Purdue all duplicate originals and copies of the same document. Purdue also objects to the definition of "document" to the extent that it seeks metadata, however, Purdue is willing to meet and confer with Plaintiffs to discuss production of certain metadata.

7. Purdue objects to the instruction that "[d]ocuments not otherwise responsive to this discovery request shall be produced if such documents mention, discuss, refer to, or explain the documents that are called for by this discovery request" on the grounds that such instruction is overbroad, unduly burdensome, and not likely to lead to the discovery of admissible evidence.

8. Purdue objects to instructions (n) and (q) on the grounds that they are overbroad, unduly burdensome, and not likely to lead to the discovery of admissible evidence, and to the extent they are inconsistent with Applicable Rules.

9. Purdue objects to instructions (s) and (t) on the grounds that it is overbroad, unduly burdensome, and not likely to lead to the discovery of admissible evidence, and to the extent it is inconsistent with Applicable Rules. Purdue will produce a privilege log consistent with Applicable Rules if it withholds any responsive documents on privilege grounds. Purdue will not log documents it does not produce or divulge "for any other reason."

10. Purdue objects to instruction (u) on the grounds that it is overbroad, unduly burdensome, and not likely to lead to the discovery of admissible evidence, and to the extent it is inconsistent with Applicable Rules. Documents will be produced as they are kept in the usual course of business.

11. Purdue objects to instruction (v) on the grounds that it is overbroad, unduly burdensome, and not likely to lead to the discovery of admissible evidence, and to the extent it is inconsistent with Applicable Rules.

SPECIFIC RESPONSES AND OBJECTIONS TO FIRST SET OF REQUESTS FOR PRODUCTION

Subject to the General Objections and Specific Responses and Objections to Definitions, Purdue responds and objects as follows:

Document Request No. 1:

All Documents produced by You, whether as a party or non-party, in other litigation related to the promotion, marketing, distribution, and/or prescription of opioids, including, without limitation, any and all Documents produced by You in the Other Opioid Cases.

Response to Document Request No. 1:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 1 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent that it purports to seek production of documents and communications concerning purported unidentified litigations, government investigations, or regulatory actions brought against entities other than Purdue or pertaining to locations outside Oklahoma or issues in other litigations that are not at issue in this lawsuit. Purdue also objects to Request No. 1 to the extent that it calls for information about non-public and confidential government investigations and regulatory actions. Purdue further objects to Request No. 1 on the grounds that fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit.

Subject to and without waiver of any objection, and subject to the entry of an appropriate protective order, Purdue will include among the documents it searches documents that have been produced in other cases. Purdue will not produce in this case documents and information produced in other cases unless such documents or information are responsive in this case.

Document Request No. 2:

All discovery responses, investigative demand responses, deposition transcripts, witness statements, hearing transcripts, expert reports, trial exhibits and trial transcripts from prior litigation related to the promotion, marketing, distribution, and/or prescription of opioids, including, without limitation, the Other Opioid Cases.

Response to Document Request No. 2:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 2 on the grounds that it is vague,

overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent that it purports to seek production of documents, communications and information concerning purported unidentified litigations, government investigations, or regulatory actions brought against entities other than Purdue or pertaining to locations outside Oklahoma or issues in other litigations that are not at issue in this lawsuit. Purdue also objects to Request No. 2 to the extent that it calls for information about non-public and confidential government investigations and regulatory actions. Purdue further objects to Request No. 2 on the grounds that fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit.

Document Request No. 3:

All Documents constituting or concerning training and education materials for opioid sales representatives, whether Your employees, contractors or third-party sales representatives, including, without limitation, all scripts, presentations, guidelines, and videos, including drafts of such materials, provided to such opioid sales representatives by You.

Response to Document Request No. 3:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 3 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects to Request No. 3 on the grounds that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue will produce sales training materials and sales bulletins concerning OxyContin®, as well as general sales materials and sales bulletins that are in Purdue's

possession, custody, or control and that can be located after a reasonable search. Purdue will also produce the New Drug Application files for the prior original formulation of OxyContin® and the abuse-deterrent reformulation of OxyContin®, which contain marketing materials for those FDA-approved medications.

Document Request No. 4:

All Documents constituting or concerning training and education materials You provided to medical liaisons employed, retained or funded by You concerning the medical liaisons' communication with Healthcare Professionals, KOLs, and/or Front Groups regarding opioids and/or pain treatment, including but not limited to, scripts, presentations, guidelines and videos.

Response to Document Request No. 4:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 4 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects to Request No. 4 on the grounds that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue will also produce the New Drug Application files for the prior original formulation of OxyContin® and the abuse-deterrent reformulation of OxyContin®, which contain marketing materials for those FDA-approved medications. Purdue will also meet and confer with Plaintiff to discuss this request.

Document Request No. 5:

All Communications between medical liaisons employed, retained or funded by You and Healthcare Professionals, KOLs and Front Groups regarding opioids and/or pain treatment.

Response to Document Request No. 5:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue further objects to Request No. 5 on the grounds that it is vague, overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, and that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue will produce a report of call notes that document or summarize communications between Purdue medical liaisons operating in Oklahoma and healthcare professionals operating in Oklahoma.

Document Request No. 6:

All branded advertisements and/or marketing materials published by You concerning opioids, including, without limitation all videos, pamphlets, brochures, presentations, treatment guidelines, and any drafts of such materials.

Response to Document Request No. 6:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 6 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue also objects to Request No. 6 on the grounds that it is overbroad, unduly burdensome, and purports to impose obligations on Purdue that are broader than, inconsistent with, not authorized under, or not reasonable discovery pursuant to the Applicable Rules, including to the extent the request seeks production of "any drafts." No drafts will be produced. Purdue further

objects to this request on the grounds that it fails to specify a pertinent time period or geographical scope.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue will produce approved branded promotional materials relating to OxyContin® that were approved to be used and/or distributed by Purdue to Oklahoma prescribers, patients, or customers, including documents in Purdue's New Drug Application files pertaining to OxyContin® and the abuse-deterrent reformulation of OxyContin®.

Document Request No. 7:

All Communications concerning branded advertisements and/or marketing materials published by You concerning opioids, including, without limitation all videos, pamphlets, brochures, presentations, and treatment guidelines.

Response to Document Request No. 7:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue further objects to Request No. 7 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence Purdue further objects to Request No. 7 on the grounds that it is overbroad and unduly burdensome, including to the extent it purports to seek the production of communications "concerning branded advertisements and/or marketing materials." Purdue further objects to this request on the grounds that it fails to specify a pertinent time period or geographical scope. Based on the broad scope and volume of information sought, Purdue will not produce materials and correspondence for all approved promotional and educational materials but agrees to meet and confer with Plaintiff to identify a relevant set of approved promotional and educational materials for which Purdue will conduct a reasonable search and review to produce responsive documents. Moreover, subject to and without waiver of any objection, and subject to the entry

of an appropriate protective order, Purdue will also produce the New Drug Application files for the prior original formulation of OxyContin® and the abuse-deterrent reformulation of OxyContin®, which contain communications concerning marketing materials for those FDA-approved medications.

Document Request No. 8:

All un-branded advertisements and/or marketing materials drafted, edited, influenced, funded and/or published, in whole or in part, by You, concerning opioids, including, without limitation, all videos, pamphlets, brochures, presentations, articles, treatment guidelines or other materials, and any drafts of such materials.

Response to Document Request No. 8:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 8 on the grounds that it is vague overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence Purdue also objects to Request No. 8 on the grounds that it is overbroad, unduly burdensome, and purports to impose obligations on Purdue that are broader than, inconsistent with, not authorized under, or not reasonable discovery pursuant to the Applicable Rules to the extent the request seeks production of "any drafts." No drafts will be produced. Purdue further objects to this request on the grounds that it fails to specify a pertinent time period or geographical scope.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue will produce approved unbranded promotional materials relating to opioids generally that were approved to be used and/or distributed by Purdue to Oklahoma prescribers, patients, or customers.

Document Request No. 9:

All Communications concerning un-branded advertisements and/or marketing materials drafted, in whole or in part, by You concerning opioids, including, without limitation, all videos, pamphlets, brochures, presentations, treatment guidelines and other materials.

Response to Document Request No. 9:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue further objects to Request No. 9 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects to Request No. 9 on the grounds that it is overbroad and unduly burdensome to the extent it purports to seek the production of communications "concerning branded advertisements and/or marketing materials." Purdue further objects to this request on the grounds that it fails to specify a pertinent time period or geographical scope. Based on the broad scope and volume of information sought, Purdue will not produce materials and correspondence for all approved promotional and educational materials but agrees to meet and confer with Plaintiff to identify a relevant set of approved promotional and educational materials for which Purdue will conduct a reasonable search and review to produce responsive documents.

Document Request No. 10:

All Documents reflecting amounts spent by You on advertising and marketing related to opioids during the Relevant Time Period.

Response to Document Request No. 10:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 10 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible

evidence. Purdue further objects to this request on the grounds that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit. Purdue is willing to meet and confer with Plaintiff to discuss this request.

Document Request No. 11:

All Documents reflecting amounts spent by You on unbranded opioid advertising during the Relevant Time Period.

Response to Document Request No. 11:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 11 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit. Purdue is willing to meet and confer with Plaintiff to discuss this request.

Document Request No. 12:

All organizational charts identifying Your employees involved in (1) the sale, promotion, marketing and advertising of Your opioids; and (2) the communication with Healthcare Professionals, KOLs and Front Groups regarding opioids, including OxyContin, and pain treatment.

Response to Document Request No. 12:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 12 on the grounds that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue will produce responsive organizational charts for Purdue's Marketing, Public Affairs, Medical Affairs, Regulatory, Law, Corporate Security, and Compliance

departments, that are in Purdue's possession, custody, or control and that can be located after a reasonable search, once the parties agree on a time period that is relevant to this request.

Document Request No. 13:

All Communications between You and trade groups, trade associations, non-profit organizations and/or other third-party organizations concerning opioids and/or pain treatment, including but not limited to, the Front Groups.

Response to Document Request No. 13:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 13 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence Purdue further objects to this request on the grounds that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit. Purdue is willing to meet and confer with Plaintiff to discuss this request. Subject to and without waiver of any objection, and subject to the entry of an appropriate protective order, Purdue will also produce the New Drug Application files for the prior original formulation of OxyContin® and the abuse-deterrent reformulation of OxyContin®, which contain communications with the FDA concerning those FDA-approved medications.

Document Request No. 14:

All Communications between You and other opioid manufacturers concerning opioids and/or pain treatment, including, without limitation, all Communications with the Defendants in this action, Endo Health Solutions Inc., Endo Pharmaceuticals, Inc. and/or Pfizer Inc. concerning opioids and/or pain treatment.

Response to Document Request No. 14:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 14 on the grounds that it is

vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence Purdue further objects to Request No. 14 on the grounds that it is vague, overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence in that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit. Purdue further objects to Request No. 14 to the extent disclosure of responsive information is prohibited by law or agreement. Purdue is willing to meet and confer with Plaintiff to discuss this request.

Document Request No. 15:

All Communications between You and any opioid distributor, wholesaler, pharmacy, and/or PBM concerning opioids and/or pain treatment, including, without limitation: Cardinal Health Inc., AmerisourceBergen Drug Corporation, McKesson Corporation, CVS, Rite Aid, Wal-Mart, and Walgreens.

Response to Document Request No. 15:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 15 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence Purdue further objects to Request No. 15 on the grounds that it is vague, overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence in that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit. Purdue will meet and confer with Plaintiff to discuss this request.

Document Request No. 16:

All Documents concerning Your compensation plans for sales representatives and/or sales managers, including contractors and third-party sales representatives in Oklahoma responsible for the sale of Your opioids.

Response to Document Request No. 16:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 16 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence Purdue further objects to Request No. 16 to the extent it requests compensation information and personnel files because they constitute sensitive personal information that is not reasonably calculated to lead to the discovery of admissible evidence. Purdue will also meet and confer with Plaintiff to discuss this request.

Document Request No. 17:

All labels and prescription inserts used with or considered for use with Your opioids, including drafts.

Response to Document Request No. 17:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 17 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue also objects to Request No. 17 on the grounds that it is overbroad, unduly burdensome, and purports to impose obligations on Purdue that are broader than, inconsistent with, not authorized under, or not reasonable discovery pursuant to the Applicable Rules to the extent the request seeks production of drafts.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue will produce labels and prescription inserts relating to OxyContin® that were approved to be used and/or distributed by Purdue to Oklahoma prescribers, patients, or customers, including documents contained in Purdue's New Drug Application files pertaining to OxyContin® and the abuse-deterrent reformulation of OxyContin®.

Document Request No. 18:

All Documents You provided to or received from KOLs concerning opioids and/or pain treatment, including, without limitation, all Communications with KOLs concerning opioids and/or pain treatment.

Response to Document Request No. 18:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 18 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence Purdue also objects to Request No. 18 on the grounds that it is overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence to the extent that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit. Purdue is willing to meet and confer with Plaintiff concerning this request.

Document Request No. 19:

All Documents concerning Your research of Oklahoma Healthcare Professionals' and/or pharmacies' opioid prescribing habits, history, trends, sales, practices and/or abuse and diversion of opioids.

Response to Document Request No. 19:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 19 on the grounds that it is

vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue agrees to produce call notes, field contact reports, and medical services correspondence, if any, with Oklahoma healthcare professionals and pharmacies, along with other communications with Oklahoma healthcare professionals and pharmacies involving medical liaisons and managed care account executives. Moreover, Purdue will produce a report of Oklahoma prescribers who were identified as part of Purdue's Abuse and Diversion Detection ("ADD") program with notations as to those placed on the "no-call" or "Region Zero" list, if any. Purdue also will produce responsive, non-privileged documents from the ADD program files of Oklahoma prescribers on the ADD list, documents from Purdue's Order Monitoring System Program ("OMS Program") that was created to monitor direct orders placed with the company, responsive MedWatch reports related to OxyContin®, other reports which reflect responsive adverse events related to OxyContin® but do not contain enough information to create formal MedWatch Reports ("NCIs"), and Clinical Supply Product Complaint ("CSPC") reports related to OxyContin®, product complaint reports related to OxyContin®, all insofar as they relate to Oklahoma that are in Purdue's possession, custody, or control and that can be located after a reasonable search.

Document Request No. 20:

All Documents drafted, edited, influenced, funded and/or published by You concerning "pseudoaddiction" or "pseudo-addiction."

Response to Document Request No. 20:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 20 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue agrees to conduct a reasonable search for responsive documents relating to pseudoaddiction after meeting and conferring with Plaintiff.

Document Request No. 21:

All Documents concerning CMEs sponsored by You, in whole or in part, related to opioids and/or pain treatment, including, without limitation, all materials made available to CME attendees.

Response to Document Request No. 21:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 21 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects to this request on the grounds that it fails to specify a pertinent time period or geographical scope.. Purdue further objects to Request No. 21 on the grounds that it is overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence to the extent the term "CME" purports to seek the production of information and documents concerning CME programs for which accreditation was not requested and paid for by

Purdue. Purdue also objects to Request No. 21 on the grounds that it is overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence to the extent that it purports to seek the production of information concerning CMEs, talks, presentations, or other programs "made available" to CME attendees without regard to whether Oklahoma prescribers attended.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue will produce a report compiled from Purdue's business records listing promotional speaker programs, product theaters, and other promotional programs related to OxyContin®, as well as CMEs and other educational programs related to opioids generally or disease awareness that were held in Oklahoma, including, where available, the attendees, presenter(s), date, and location of each event, located in Oklahoma or located elsewhere where Purdue knows that Oklahoma prescribers attended. Purdue will also produce final training and presentation materials relating to promotional speaker programs and product theaters, as well as final presentation materials from any CMEs (for which accreditation was requested and paid for by Purdue) to the extent that such documents exist and can be located after a reasonable search. In responding to Request No. 21, Purdue will only produce materials and information from programs funded and approved by Purdue.

Document Request No. 22:

All Documents concerning opioids and/or pain treatment that You provided to any Oklahoma State agency or board, the Oklahoma State Medical Board, and/or Oklahoma medical school.

Response to Document Request No. 22:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 22 on the grounds that it is

vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects to this request on the grounds that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit. Purdue is willing to meet and confer with Plaintiff to discuss this request.

Document Request No. 23:

All Documents concerning research conducted, funded, directed and/or influenced, in whole or in part, by You related to opioid risks and/or efficacy.

Response to Document Request No. 23:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 23 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue also objects to Request No. 23 on the grounds that it is vague, ambiguous, and overbroad, including to the extent that it purports to seek the production of research that Purdue has "influenced." Purdue interprets Request No. 23 to seek the production of research that Purdue has conducted, commissioned, sponsored, or funded. Purdue further objects to this request on the grounds that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue agrees to produce a bibliography of published scientific research that Purdue has conducted, commissioned, sponsored, or funded relating to the prior original formulation of OxyContin® or the abuse-deterrent reformulation of OxyContin® that can be compiled from information in Purdue's possession, custody, or control. Purdue further will

produce the New Drug Application files for the prior original formulation of OxyContin® and the abuse-deterrent reformulation of OxyContin®, which contain documents that analyze or discuss risks and benefits associated with those FDA-approved medications.

Document Request No. 24:

All internal Communications and Communications between You and third parties concerning research, studies, journal articles, and/or clinical trials regarding opioids and/or pain treatment, including, without limitations, all drafts of such Communications.

Response to Document Request No. 24:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 24 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects to this request on the grounds that it fails to specify a time period for the request or a geographical scope that is pertinent to this lawsuit. Purdue also objects to Request No. 24 on the grounds that it is overbroad, unduly burdensome, and purports to impose obligations on Purdue that are broader than, inconsistent with, not authorized under, or not reasonable discovery pursuant to the Applicable Rules, including to the extent the request seeks production of "all drafts." No drafts will be produced.

Subject to and without waiver of any objection, and subject to the entry of an appropriate protective order, Purdue will produce the New Drug Application files for the prior original formulation of OxyContin® and the abuse-deterrent reformulation of OxyContin®.

Document Request No. 25:

All Documents showing opioids are not addictive, virtually nonaddictive and/or that addiction to opioids, including OxyContin, occurs in less than one percent of patients being treated with opioids.

Response to Document Request No. 25:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 25 as cumulative of Request No. 23. Purdue interprets Request No. 25 to be seeking information otherwise covered by Request No. 23. See Purdue's responses and objections to Request No. 23.

Document Request No. 26:

All Documents showing opioids are addictive, highly addictive and/or that addiction to opioids, including OxyContin, occurs in greater than one percent of patients being treated with opioids.

Response to Document Request No. 26:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 26 as cumulative of Request No. 23. Purdue interprets Request No. 26 to be seeking information otherwise covered by Request No. 23. See Purdue's responses and objections to Request No. 23.

Document Request No. 27:

All Documents regarding any OxyContin abuse and diversion program You established and implemented to identify Healthcare Professionals' and/or pharmacies' potential abuse or diversion of OxyContin.

Response to Document Request No. 27:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 27 as cumulative of Request No. 19. Purdue interprets Request No. 27 to be seeking information otherwise covered by Request No. 19. See Purdue's responses and objections to Request No. 19.

Document Request No. 28:

All Documents concerning Your sales projections and/or research regarding the amount of reimbursement for Your opioids prescriptions that would be paid by Medicare and/or Oklahoma's Medicaid Program.

Response to Document Request No. 28:

Purdue refers to its General Objections and Specific Responses and Objections to Definitions, incorporated herein. Purdue objects to Request No. 28 on the grounds that it is vague, overbroad, unduly burdensome, and calls for documents that are neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence.

SPECIFIC RESPONSES AND OBJECTIONS TO FIRST SET OF INTERROGATORIES

Subject to the General Objections and Objections to Definitions and Instructions, set forth above, Purdue responds and objects as follows:

Interrogatory No. 1:

Identify the name and position of each Person employed by Defendant who had any responsibilities related to:

a. selling, advertising, and/or marketing opioids;

b. communicating with Healthcare Professionals, Front Groups and KOLs regarding opioids;

c. training any employees, contractors or third-party sales representatives responsible for selling, advertising, and/or marketing opioids;

d. training any employees, contractors or third-party sales representatives responsible for communication with Healthcare Professionals, Front Groups and KOLs regarding opioids;

e. testing, researching, and/or studying the risks of opioids; and

f. testing, researching, and/or studying the benefits of opioids.

Response to Interrogatory No. 1:

Purdue objects to Interrogatory No. 1 on the grounds that it is vague, overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent

that it requests the identity of "each person" responsible for a wide variety of duties without regard to whether such individuals' duties related to activities in or affecting Oklahoma. Purdue further objects to this interrogatory on the grounds that it fails to specify a time period or a geographical scope that is pertinent to this lawsuit. Purdue interprets the request as seeking identification of Purdue employees who engaged in the listed activities in Oklahoma or whose conduct directly impacted Oklahoma.

Subject to and without waiver of any objection and subject to the entry of an appropriate protective order, Purdue is willing to discuss with Plaintiff the production of pertinent organizational charts that may contain information sufficient to identify Purdue employees responsive to this interrogatory.

Interrogatory No. 2:

State the amounts of gross revenue and net profits earned by You from the sale of opioids in Oklahoma.

Response to Interrogatory No. 2:

Purdue objects to Interrogatory No. 2 on the grounds that it is vague, overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects to this interrogatory on the grounds that it fails to specify a time period that is pertinent to this lawsuit.

Interrogatory No. 3:

Identify all Front Groups, trade groups, trade associations, and/or non-profit organizations related to opioids and/or pain treatment to whom you have provided funding or other benefits, and the respective amounts and/or values of such funding or benefits.

Response to Interrogatory No. 3:

Purdue objects to Interrogatory No. 3 on the grounds that it is vague, overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, to the extent it seeks information concerning persons or individuals outside of Oklahoma or that had no impact or relation to Oklahoma. Purdue further objects to Interrogatory No. 3 on the grounds that it is vague, including to the extent it purports to seek information concerning "other benefits" conferred on "Front Groups, trade groups, trade associations, and/or non-profit organizations." Purdue further objects to this Interrogatory on the grounds that it fails to specify a time period that is pertinent to this lawsuit.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue agrees to produce (i) a report generated from Purdue's grants database identifying the recipient, amount, and date of all charitable and educational grants Purdue made to persons or organizations in Oklahoma or impacting Oklahoma; (ii) grant documents for the payments identified in (i); and (iii) a report from Purdue's financial records of all persons and organizations in Oklahoma that have received payments from Purdue, booked to a marketing-related cost center attributable to OxyContin®, along with the amount of such payment and the description of the payment as recorded in Purdue's financial system.

Interrogatory No. 4:

Identify all of Your former sales representatives, sales managers and medical liaisons in Oklahoma that were involved in the sale, marketing and/or advertising of Your opioids and/or communicating with Oklahoma Healthcare Professionals concerning Your opioids and/or pain treatment.

Response to Interrogatory No. 4:

Purdue objects to Interrogatory No. 4 on the grounds that it is vague, overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects to Interrogatory No. 4 on the grounds that it is overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent that it fails to specify a time period that is pertinent to this lawsuit.

To the extent this interrogatory requests information concerning Purdue's sales representatives' communications with Oklahoma healthcare professionals, Purdue agrees, subject to and without waiver of any objection and subject to the entry of an appropriate protective order, to produce call notes for Purdue sales representatives who called upon Oklahoma prescribers related to the prior original formulation of OxyContin® and the abuse-deterrent reformulation of OxyContin®. Moreover, subject to an appropriate protective order, Purdue will search for and produce Medical Service reports for Oklahoma prescribers related to questions about the prior original formulation of OxyContin® and the abuse-deterrent reformulation of OxyContin®.

Interrogatory No. 5:

Identify all educational or research grants You provided to individuals or entities regarding opioids and/or pain treatment.

Response to Interrogatory No. 5:

Purdue objects to Interrogatory No. 5 on the grounds that it is overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks

information concerning educational or research grants Purdue provided to individuals or entities regarding opioids other than OxyContin®. Purdue will not produce information related to any Purdue product other than OxyContin®. Purdue further objects to Interrogatory No. 5 on the grounds that it is overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence to the extent that it fails to specify a time period that is pertinent to this lawsuit.

Subject to and without waiving any objections, and subject to an appropriate protective order, Purdue will produce (i) a report of charitable and educational grants Purdue made to persons or organizations in Oklahoma; (ii) grant documents, if any, for the payments identified in (i); and (iii) a report listing persons and organizations in Oklahoma that have received payments from Purdue related to the prior original formulation of OxyContin® and the abuse-deterrent reformulation of OxyContin®, along with the amount of such payment and the description of the payment as recorded in Purdue's financial system. Purdue further responds that its transfers or payments of items of value to prescribers are publicly available in Purdue's Sunshine Act reporting.

Interrogatory No. 6:

For each year during the Relevant Time Period, state the amount of each and every bonus paid to each and every sales representative, sales manager or other individual responsible for the sale or promotion of Your opioids in Oklahoma, identifying individual to whom each such bonus payment was made.

Response to Interrogatory No. 6:

Purdue objects to Interrogatory No. 6 on the grounds that it is vague, overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects

to Interrogatory No. 6 on the grounds that it is overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent that it fails to specify a time period that is pertinent to this lawsuit. Purdue also objects to Interrogatory No. 6 to the extent it requests compensation information for employees, which is sensitive personal information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence as there are no allegations in the Complaint that salary and/or bonuses were tied to any allegedly improper statements purportedly made to any Oklahoma healthcare professionals and/or consumers. Purdue interprets Interrogatory No. 6 to seek compensation information about Purdue sales representatives and managers who detailed Oklahoma healthcare professionals and Purdue employees who developed or supervised Purdue's promotional programs or events, such as speaker programs, product theaters, and advisory boards.

Subject to and without waiving any objections, and subject to the entry of an appropriate protective order, Purdue responds that it agrees to produce a report generated from its sales call note system that identifies Purdue sales representatives, their managers, and sales force contractors who detailed Oklahoma healthcare professionals related to OxyContin®. Purdue further responds that it agrees to produce responsive organizational charts for the Sales, Marketing, Law, Corporate Security, and Compliance departments. Purdue is willing to meet and confer with Plaintiff to further discuss this request.

Interrogatory No. 7:

Identify all KOLs utilized by You concerning opioids and/or pain treatment, the amounts paid and/or the value of the benefits provided to each KOL, and a description of all services provided by each KOL to You.

Response to Interrogatory No. 7:

Purdue objects to Interrogatory No. 7 on the grounds that it is vague, overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, to the extent it purports to seek information concerning KOLs operating outside of Oklahoma. Purdue further objects to Interrogatory No. 7 on the grounds that it is overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent that it fails to specify a time period or geographical scope that is pertinent to this lawsuit.

Subject to and without waiving any objections, and subject to an appropriate protective order, Purdue agrees to compile a list of KOLs operating in or affecting Oklahoma as well as any payments made to those KOLs and any contracts or agreements with them that can be obtained after a reasonable search of Purdue's records.

Interrogatory No. 8:

Identify all Healthcare Professionals in Oklahoma to whom You sent sales representatives, marketing materials, treatment guidelines and/or educational materials concerning opioids and/or pain treatment.

Response to Interrogatory No. 8:

Purdue objects to Interrogatory No. 8 on the grounds that it is vague, overbroad, unduly burdensome, and calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects to Interrogatory No. 8 on the grounds that it is overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence to the extent that it fails to specify a time period that is pertinent to this lawsuit.

Subject to and without waiving any objections, Purdue responds that it agrees to produce a report generated from its sales call note system that identifies Purdue sales representatives, their managers, and sales force contractors who detailed Oklahoma Healthcare Professionals related to OxyContin®. Such call notes will identify Oklahoma healthcare professionals whom Purdue's sales representatives contacted concerning OxyContin®.

Interrogatory No. 9:

Identify all Healthcare Professionals in Oklahoma to whom You provided, either directly or indirectly, any gift, payment, meal, entertainment and recreation, speaking fee, consulting fee or other remuneration relating to the promotion and marketing of opioids, a description of such remuneration that You provided to each and every Oklahoma Healthcare Professional and the specific amount of such remuneration that You provided to each and every Oklahoma Healthcare Professional.

Response to Interrogatory No. 9:

Purdue objects to Interrogatory No. 9 as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects to Interrogatory No. 9 as the request is vague to the extent it purports to seek information concerning "indirect" compensation. Purdue further objects to Interrogatory No. 9 to the extent it seeks publicly available information about transfers or payments of items of value to prescribers. Purdue further objects to Interrogatory No. 9 on the grounds that it is overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent that it fails to specify a time period that is pertinent to this lawsuit.

Subject to and without waiving any objections, Purdue agrees to produce a report from Purdue's financial records of all persons in Oklahoma that have received payments booked to a marketing-related cost center attributable to OxyContin®, along with the amount of such payment and the description of the payment recorded in Purdue's financial system. Purdue

further responds that its transfers or payments of items of value to prescribers are publicly available in Purdue's Sunshine Act reporting.

Interrogatory No. 10:

Identify all conferences, conventions, educational events, speeches, and/or CMEs You hosted or sponsored or in which You participated related to opioids and/or pain treatment.

Response to Interrogatory No. 10:

Purdue objects to Interrogatory No. 10 as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence, including to the extent the term "sponsored" is vague and intended to include programs over which Purdue had no editorial control. Purdue further objects to Interrogatory No. 10 as overbroad and unduly burdensome to the extent it requires Purdue to identify programs outside Oklahoma that were attended by Oklahoma prescribers. Purdue further objects to Interrogatory No. 10 on the grounds that it is overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent that it fails to specify a time period or geographical scope that is pertinent to this lawsuit.

Subject to and without waiving any objections, Purdue responds that it currently funds third-party CMEs through payments to the FDA Risk Evaluation and Mitigation Strategies ("REMS") for Extended-Relief and Long-Acting Opioid Analgesics. Purdue further responds that although it previously funded third-party CMEs through healthcare education grants, Purdue currently is not accepting applications for healthcare education grants. For third-party CMEs funded by a Purdue healthcare education grant, Purdue exercised no editorial control over and often had no information about the contents, title, date, location, presenter, or attendees. To the extent Purdue presented CMEs for which CME accreditation was requested and paid for by

Purdue, Purdue refers to its response to Plaintiff's Document Request No. 21, for which Purdue anticipates producing documents responsive to this interrogatory.

Interrogatory No. 11:

Identify all conferences, conventions, speeches, and/or CMEs You hosted or sponsored or in which You participated related to opioids and/or pain treatment and which were attended by Oklahoma Healthcare Professionals.

Response to Interrogatory No. 11:

Purdue objects to Request No. 11 as cumulative of Request No. 10. Purdue interprets Request No. 11 to be seeking information otherwise covered by Request No. 10. See Purdue's responses and objections to Request No. 10.

Interrogatory No. 12:

Identify all medical schools in Oklahoma to which You sent sales representatives or presenters concerning opioids, including the dates of all such visits and identification of the employees sent by You.

Response to Interrogatory No. 12:

Purdue objects to Interrogatory No. 12 on the grounds that it is vague, overbroad, unduly burdensome, and calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue further objects to Interrogatory No. 10 on the grounds that it is overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent that it fails to specify a time period that is pertinent to this lawsuit.

Subject to and without waiving any objections, Purdue agrees to produce call notes for sales representatives in Oklahoma, which are reasonably expected to reflect visits, if any, by Purdue sales representatives to medical schools in Oklahoma.

Interrogatory No. 13:

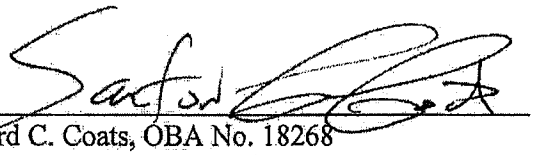
Identify each and every letter, study, research, article, or other written materials relating to opioids which You funded, edited, influenced and/or published for purposes of communicating with Healthcare Professionals regarding opioids and/or pain treatment.

Response to Interrogatory No. 13:

Purdue objects to Request No. 13 on the grounds that it is vague, overbroad, unduly burdensome, and calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence. Purdue also objects to Request No. 13 on the grounds that it is vague, ambiguous, and overbroad, including to the extent that it purports to seek the identification of research that Purdue has "influenced." Purdue interprets Request No. 13 to seek the identification of research that Purdue has conducted, commissioned, sponsored, or funded. Purdue further objects to Interrogatory No. 13 on the grounds that it is overbroad, unduly burdensome, calls for information that is neither relevant to the claims or defenses in this action nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent that it fails to specify a time period that is pertinent to this lawsuit.

Subject to and without waiving any objections, Purdue agrees to produce a bibliography of published scientific research that Purdue has conducted, commissioned, sponsored, or funded relating to OxyContin® or relating to the prior original formulation of OxyContin® or the abuse-deterrent reformulation of OxyContin® that can be compiled from information in Purdue's possession, custody, or control. Purdue further will produce the New Drug Application files for the prior original formulation of OxyContin® and the abuse-deterrent reformulation of OxyContin®, which contain documents that analyze or discuss risks and benefits associated with those FDA-approved medications.

Dated: December 13, 2017

By: 

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IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel., MIKE HUNTER, ATTORNEY GENERAL OF OKLAHOMA, Plaintiff, v. PURDUE PHARMA, L.P., et al., Defendants.	Case No. CJ-2017-816

VERIFICATION

I, Edward Mahony, being sworn, state on behalf of PURDUE PHARMA, L.P.; PURDUE PHARMA, INC.; THE PURDUE FREDERICK COMPANY (Purdue) in this matter that I have read the foregoing Purdue's Responses and Objections to Plaintiffs' First Set of Interrogatories, dated December 13, 2017, and the responses of Purdue are true to the best of my knowledge and belief. However, the information is not based solely on my personal knowledge but includes information obtained by and through representatives and attorneys of Purdue, upon whom I have relied for their completeness, truth, and accuracy.

Edward Mahony

Subscribed and sworn before me
This 13 day of December, 2017

FRANCESCA DeBIASE
NOTARY PUBLIC OF CONNECTICUT
ID # 163524
My Commission Expires 2/28/2018

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing was mailed, postage prepaid, this 13th day of December, 2017 to:

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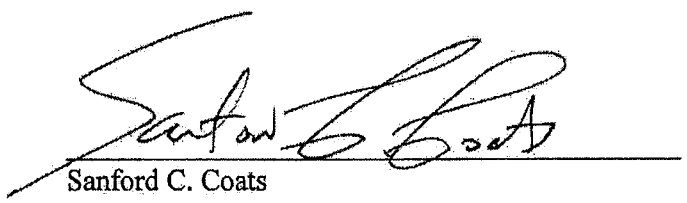

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