



IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

PART A

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 13 2018

In the office of the
Court Clerk MARILYN WILLIAMS

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

I. INTRODUCTION

Defendants requested a Special Discovery Master in this case. The Court granted that request. Defendants wanted a Special Discovery Master so badly they offered to pay for it. The State agreed. Defendants selected the Honorable William C. Hetherington as the Special Discovery Master. The State agreed. Defendants submitted the proposed order regarding the appointment of a Special Discovery Master. The State agreed, with a few modifications. Defendants got everything they asked for with respect to the Special Discovery Master.

Defendants claimed the parties could not meet the Court's Scheduling Order without the assistance of this Special Discovery Master. *See, e.g.*, Hearing Transcript, Jan. 11, 2018, at 16:03-04 ("We think that the Court entering an order that hires or employs a discovery master will actually help the expediency."). Moreover, in a recent motion filed by Purdue—a motion that is moot—Purdue admits: "[t]he parties are on an extremely accelerated timeline" and "delays prejudice [a party's] ability to prepare its case and move forward in the discovery process." Purdue's Motion to Compel Production of Documents at 2, 4 (Apr. 5, 2018). Yet, everything Defendants have done since the Court granted their request for a Discovery Master has been targeted at delay.

The State, however, has sought to proceed efficiently and comply with the Court's schedule. To increase efficiency and meet the Court's schedule, the State requested a pre-set briefing schedule prior to the monthly, and sometimes bi-monthly, hearings the Court has reserved. At the State's request, those hearings and any meet-and-confer sessions related to those hearings must be attended by the "decision makers" for each party. All meet-and-confer sessions are now being transcribed, also at the State's request. The Discovery Master has further ordered additional meet-and-confer sessions prior to each hearing.

The State has attempted to utilize the Discovery Master process in the manner and for the purpose set forth by the Court. For example, the State did not agree with the blanket protective order sought by Defendants. However, when the Discovery Master entered the Protective Order, the State raised its concerns and sought to promptly address them through the Discovery Master. While the State does not agree with every provision in the Amended Protective Order, the State will abide by that order and proceed accordingly for purposes of efficiently moving this case forward.

Defendants' intent with their current Objections to the April 4, 2018 Order of Special Discovery Master on State's First Motion to Compel must be viewed within the paradigm set forth above. Regarding the Objections:

- The Parties fulfilled their meet and confer obligations pursuant to the protocol put in place by the Discovery Master prior to Plaintiff's First Motion to Compel.
- The Parties fully briefed the issues raised by Plaintiff's Motion. *See* Exhibits A – D.
- The Parties had nearly a 3-hour hearing. *See* Exhibit E (transcript of March 29, 2018 hearing).
- The Discovery Master already decided all of the issues. *See* Exhibit F.

The Order is correct, amply supported by the record, and no modification is required. Everything the Court needs to resolve Defendants' Objections is in these exhibits and in the record regarding the claims and defenses at issue.

Now, Defendants are utilizing this process to further delay their production of documents, despite Purdue admitting that "delays prejudice [a party's] ability to prepare its case and move forward in the discovery process." Purdue's Motion to Compel Production of Documents at 2, 4 (Apr. 5, 2018). And, Defendants appear to intend to delay the deposition process by delaying their compliance with the Order for as long as possible.

As set forth in the prior briefing and at the hearing, Defendants' Objections are improper, the Motion to Compel was ripe, warranted, and supported by the record. As such, the Order was granted and should be affirmed. Below, the State will not repeat arguments fully addressed in the prior briefing or re-urge facts and procedural history of which the Court is already aware. Instead, the State will only address new matters raised by Defendants in their Objections.

II. ARGUMENT & AUTHORITIES

a. Janssen Defendants' Objection

The Janssen Defendants' objection to the Order is narrow and appears to seek clarification rather than truly objecting. Specifically, Janssen states the Order "should be reversed or modified to the extent that it purports to address issues or require discovery from Janssen on matters that were not raised by the State's motion to compel." Janssen Objection at 1-2 (Apr. 11, 2018). Janssen does not identify any specific language in the Order to which it objects. The Order is clear. Further, to the extent Janssen is questioning the Discovery Master's authority to rule on issues not argued by the parties, Janssen is mistaken. The Discovery Master is empowered with all authority conferred by 12 O.S. §3225.1. Order Appointing Discovery Master at ¶3 (Jan. 25, 2018). And, the Discovery Master has been ordered by the Court to "proceed with all reasonable diligence in performing his appointed duties." *Id.* at ¶2. The Rules empower a Discovery Master to, among other things, "regulate all proceedings," "resolv[e] all discovery disputes between the parties," "call discovery conferences...on the discovery master's own motion," and "take all appropriate measures to perform the assigned duties fairly and efficiently." 12 O.S. §3225.1(D)(1). The parties presented the discovery requests and objections to the Discovery Master. The Discovery Master was well within his authority to overrule any objections lodged by a party.

Regardless, the Order is clear and Janssen's Objection does not identify any language to which it objects.

b. Teva Defendants' Objection

The Teva Defendants rely primarily on the same misleading and incorrect arguments they raised at the first hearing. The Teva Defendants assert relevance and undue burden objections claiming that the State is seeking irrelevant documents prior to 2006 and that do not relate to Oklahoma. The relevance objection has been fully briefed and addressed. *See* Exhibit at A at 3-5, 6-9. The Court ordered 1999 as the relevant time period for Teva (Order at ¶3) because that is when the false marketing began. *See* Exhibit E at 56:06-11; 101:25-102:18.

Regarding undue burden, the Teva Defendants state that the State "reimbursed only 245 prescriptions over a 10-year span for the Teva Defendants' branded pharmaceuticals at issue here." Teva Objection at 2. The Teva Defendants made the same argument at the first hearing: "[the State] reimbursed 245 prescriptions for my client's branded pharmaceuticals; less than 25 a year." Exhibit E at 95:24-96:02. Because this argument was so misleading, the State responded with a letter following the hearing, stating: "As a threshold matter, the State's Petition makes clear that the 245 prescription number 'do[es] not include amounts the Oklahoma Medicaid program paid for any generic opioids prescriptions that were manufactured, promoted, marketed and sold in Oklahoma by any Defendants." Exhibit G at 1. Teva describes itself as "the world's leading provider of generic pharmaceuticals."¹ From 1996 to present, the Oklahoma Health Care Authority ("OHCA"), on behalf of the Oklahoma Medicaid system, has reimbursed at least 3,406,619 prescriptions for generic formulations of opioids. The OHCA has paid over \$61 million for these drugs.

¹ http://www.tevapharm.com/our_products/generic_products/.

The State believes Teva may be the largest supplier of generic opioids reimbursed by the State during this time period. The State alleges Teva was part of the causal chain that created the largest public nuisance in State history. This is significant because Teva, like the other Defendants marketed “opioids” as a class of drugs intentionally and across the country to destigmatize them and change prescriber’s perception of those drugs. Petition ¶¶51-71. As a result, the Teva Defendants are liable for all opioid prescriptions and the massive public nuisance their false marketing caused. Indeed, in Oklahoma, the Teva Defendants are jointly and severally liable. Thus, the Order should be affirmed as to Teva.

c. Purdue Defendants’ Objection

The Purdue Defendants have obstructed discovery at every turn, raised the most objections to the State’s discovery and remains the primary objector to the Order entered. The Order is fully supported by the record and requires no modification as to Purdue. To be clear, Purdue objects to the breadth and scope of information it has been ordered to produce. However, the State alleges this conduct began in 1996, and Purdue started it. Petition at ¶¶51-66; State’s Omnibus Response to MTD at 18-38. Purdue then continued its sweeping false marketing campaign for over twenty years. *Id.* To evaluate the liability for this conduct and the appropriate remedies, the State must have discovery on the source of this campaign and its scope. The Order recognizes this and is proper.

The State addresses the new arguments by Purdue in more detail below.

i. Purdue Improperly Relies on the Scope of Discovery in Other Cases under Different Law

Purdue asserts that it has not been ordered to search as far back as 1996 in other cases. Affidavit of Robert Hoff at ¶11. That is not a defense. What matters is the scope of discovery in *this case* under Oklahoma law. Law which allows for joint and several liability for creation of a

public nuisance, among other things, and where the statute of limitations does not run against the State. *See* 23 O.S. §15(B) (preserving joint and several liability in “actions brought by or on behalf of the state.”); *Okla. City Mun. Improvement Auth. v. HTB, Inc.*, 1988 OK 149, ¶5, 769 P.2d 131. Purdue provides no explanation or evidence supporting its conclusion that such documents would be of “minimal value.” *See* Purdue Objection at 10. Purdue should be ordered to finally comply with the Order and the State’s requests.

ii. Purdue Must Produce Documents It Now Claims It Agrees to Produce

Purdue next claims it agrees to produce many of the documents it has been ordered to produce as a basis for modifying the Order. *See* Purdue Objection at 16-18 (discussing amounts spent on marketing, organizational charts, compensation plans and pseudoaddiction documents). Purdue does not indicate where it supposedly agreed to produce all documents sought by these requests prior to the Order (and presumably would limit any response based on its improper objections to time period and geographic scope). Regardless, Purdue is incorrect that the Order somehow requires Purdue to produce more than what has been requested. The Order states that the Motion to Compel those requests “is sustained.” Order at 3-4. Nor does Purdue explain why the Discovery Master could not rule on objections lodged by Purdue in the discovery responses that were at issue. *See id.* The Order states that such “objections thereto [are] overruled.” By complying with the Order, Purdue will comply with the Requests. No modification of the Order is required.

Moreover, Purdue misleadingly claims it is agreeing to produce the requested documents. *See* Purdue Objection at 22. As with Purdue’s original responses, the text of its responses and briefing reveal that Purdue is unilaterally narrowing the requests and agreeing to produce only certain documents. *See* Exhibit A at Ex. A, Request Nos. 3, 4, 5, 18 and 23. Purdue points to the

documents it claims it will produce but says nothing of the documents it is withholding. To preclude this type of conduct in the future, the Order requires that all parties “specifically identify any production item by its best descriptive title in Order to preserve an objection to production.” Order at ¶6. The Order makes clear Purdue must produce all documents requested.

iii. Purdue Ignores the Discovery Master’s Authority to Rule on Discovery Objections

Purdue next complains that the Discovery Master—which Purdue requested—ruled on objections to discovery lodged by Purdue without being asked to do so. Purdue Objection at 23. Purdue specifically requested a Discovery Master and said it was necessary to maintain the Court’s schedule. *See, e.g.*, Hearing Transcript, Jan. 11, 2018, at 16:03-04 (“We think that the Court entering an order that hires or employs a discovery master will actually help the expediency.”). As explained above with respect to Janssen’s objection, the Discovery Master was well within his authority to overrule any objections lodged by a party.

iv. Purdue Relies on Inapposite Authority

Purdue repeatedly cites a new case that it did not include in its original opposition: *Farmers Ins. Co., Inc. v. Peterson*, 2003 OK 99, 81 P.3d 659 (Okla. 2003). However, as with the cases Purdue previously relied on to support its objections that the Discovery Master overruled, the Court’s order in *Farmers* is based on the claims at issue in that case, which are distinguishable from the claims here. In *Farmers*, the Court held that a manual review of all claim files for a three year period was unduly burdensome based on the claim’s alleged and the stated purpose of the discovery was to show a pattern of conduct. *Id.* at 660-61. The Court held that statistical sampling could be used in that situation to reduce the burden and show the same type of pattern. *Id.* That is not at all like information currently requested and what the Discovery Master Ordered Purdue

to produce.² The State is not currently seeking evidence of a pattern that can be shown by a sample. The State seeks liability evidence that Purdue engaged in a fraudulent and sweeping marketing campaign over the course of the last twenty-two years. A sample of, for example, Purdue's communications about its marketing strategies, sales training documents, or unbranded marketing campaigns, is not sufficient and would leave out large swaths of relevant evidence to which the State is entitled to prove its claims. *Farmers* is simply not comparable to this case.

v. Purdue's Reassertion of Its Motion to Strike for "Judicial Efficiency" Is Not Credible


Finally, Purdue wants to start over from square one and strike the State's Motion for large numbers of requests, claiming the parties should still "meet and confer" before any Motion can be filed or ruled upon. *See* Purdue Objection at 25. Purdue is incorrect and its assertion that its Motion to Strike and related objection seeks "efficiency" is simply disingenuous. The Discovery Master has resolved the disputes. Starting over and forcing the parties into a check-the-box meet and confer, as the parties are already aware of each other's position, is anything but efficient. The State satisfied the procedure set forth by the Discovery Master for resolving discovery disputes in this case. As such, the Discovery Master took up the matter and ruled on it. Nothing further is or was required.

III. CONCLUSION

Defendants requested a Special Discovery Master in this case. The Special Discovery Master fulfilled the Court's order to perform his duties "fairly and efficiently." No basis exists for any of Defendants' objections. The Court should affirm the Order in its entirety.

² Statistical sampling may certainly be necessary for other aspects of a party's claim or defense in this case, but it is not appropriate for the information currently sought.

Dated: April 18, 2018


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)
Defendants.)

STATE OF OKLAHOMA }
CLEVELAND COUNTY } S.S.

FILED

MAR 15 2018

In the office of the
Court Clerk ~~MARILEYN~~ WILLIAMS

PLAINTIFF'S FIRST MOTION TO COMPEL DISCOVERY AND BRIEF IN SUPPORT

A

Plaintiff, the State of Oklahoma (the “State”) files this First Motion to Compel Discovery (“Motion”) from Defendants Purdue Pharma L.P., Purdue Pharma Inc., and The Purdue Frederick Company Inc. (the “Purdue Defendants”), Cephalon, Inc., Teva Pharmaceuticals USA, Inc., Watson Laboratories, Inc., Actavis LLC, and Actavis Pharma, Inc. f/k/a Watson Pharma Inc. (the “Teva/Cephalon Defendants”), Janssen Pharmaceuticals, Inc. and Johnson and Johnson (the “Janssen Defendants”) (collectively, “Defendants”), pursuant to 12 OKLA. STAT. §3237, and respectfully shows the Court the following in support.

I. INTRODUCTION

The State served its First Requests for Production (the “Requests”) on Defendants on August 3, 2017. Defendants delayed their responses by filing a Motion to Stay discovery. Defendants refused to provide any responses to the State’s discovery requests until the Court ruled on the Motion to Stay. The Court denied the Motion to Stay on November 14, 2017. The Court ordered Defendants to respond to all of the State’s outstanding discovery requests by December 13, 2017 (the “Responses”).

To date, the Defendants have not responded in full to the State’s requests. There are numerous inadequacies and deficiencies with Defendants’ responses to the Requests. Prior to the hearing on March 9, the State sent letters to Defendants identifying several deficiencies related to their respective responses and objections. The State attempted to address these issues at the hearing on March 9, while all counsel and the Discovery Master were present. Indeed, the March 9 hearing was set for the purpose of addressing discovery issues with the Discovery Master. And the appointment of a Discovery Master was something the Defendants specifically moved for in this case. *See, e.g.*, Hearing Transcript, Jan. 11, 2018, at 16:03-04 (“We think that the Court entering an order that hires or employs a discovery master will actually help the expediency.”).

Yet, despite requesting a Discovery Master to move discovery along so this case can go to trial in May 2019, and despite the State's attempts to meet and confer on these issues prior to the hearing, and despite the fact that Defendants were on notice of the hearing, when the hearing took place, Defendants claimed that these issues were premature and they were not prepared to discuss *their own objections*. Plaintiff requested a meet and confer following the hearing so that these issues may be resolved.

On March 14, the State conducted three meet and confers with Defendants: one with the Purdue Defendants, one with the Teva/Cephalon Defendants, and one with the Janssen Defendants. Progress and discussions varied from Defendant to Defendant. Defendants generally requested additional time to discuss these discovery issues (*i.e.*, their own objections) with their respective clients, which only further delays the discovery process. Astoundingly, the Purdue Defendants confessed to knowing very little about the status of this particular case, even admitting to being unaware of the discovery deadlines imposed by the Court. The Purdue Defendants also stated they have performed *zero* document searches specific to Oklahoma or to this case. Though this case is the *first and only* case in the country set for trial, the Purdue Defendants stated they have instead been focused on discovery in other cases around the country. Meanwhile, the Janssen Defendants and, to a lesser extent, the Teva/Cephalon Defendants were more forthcoming about the documents they are currently withholding and the documents they intend to produce. However, it is clear that there are certain discovery issues that are ripe for resolution related to all Defendants and some that are specific to each Defendant, as set forth in more detail below.

The Purdue Defendants' inexplicable delay and general unpreparedness is unacceptable. The State served its discovery requests over *seven* months ago. And, while the Purdue Defendants have produced rote documents to date, they have largely ignored the State's substantive discovery

requests—focusing instead on litigation in other venues—and remain unprepared to meet and confer. The State cannot wait any longer for the Purdue Defendants to familiarize themselves with this case. With a trial date looming and set hearing and briefing schedules, the State is obligated to file this Motion to Compel and request that the Court overrule certain objections lodged by Defendants. 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. However, the State cannot delay in filing this Motion to resolve the issues that currently exist.

As set forth below, Defendants are avoiding significant discovery that goes to the heart of this case. The only way the State can be prepared to try its claims on that date is if Defendants timely respond to discovery requests.

II. FACTUAL BACKGROUND

To avoid duplication, the State only briefly summarizes the factual background related to Defendants' misconduct and its impact on Oklahoma below. The State hereby incorporates by reference the factual background in its Petition and Omnibus Response to Defendants' Motions to Dismiss.

Defendants created the worst public health crisis in modern history. In recent court filings, Defendants have started referring to the opioid crisis as an “opioid abuse” crisis. This self-serving rhetoric is false and misleading—a subtle attempt to shift the blame to the very people who have been plagued by Defendants' opioid drugs. Defendants created this crisis by marketing and selling what is essentially prescription heroin. Petition ¶¶3-5, 51-71. Defendants falsely and aggressively marketed their opioids in violation of the law for years. *Id.* at ¶¶3-4. Each Defendant—individually and collectively—repeatedly told the Oklahoma medical community, physicians nationwide, and the public at large that their opioids are *not* addictive and are the most effective

pain treatment available. *See id.* But, before Defendants created and relentlessly marketed their drugs as either non-addictive or carrying a low risk of addiction, there was no opioid crisis. This is not an “opioid abuse” crisis. It is an *opioid* crisis. One that these Defendants created and continue to perpetuate.

For over a century, physicians prescribed opioids with extreme caution and only for end-of-life palliative care, cancer-related pain, and limited post-operative recovery because opioids are highly addictive and harmful when taken for long periods of time. *Id.* at ¶1. Defendants embarked on an aggressive, widespread marketing mission beginning in the 1990s to recraft the way physicians, hospitals, pharmacists and the public viewed opioids. *Id.* at ¶¶2-4, 51-66. Defendants deployed sales representatives to Oklahoma to convince the medical community that their “new” opioids were not addictive. Defendants claimed they had cracked the pain-treatment/addiction dilemma. Defendants claimed opioids could (and should) be prescribed for virtually any painful malady at high and lengthy doses. *Id.* at ¶¶52-57.

Defendants armed their sales force messaging through clandestine funding and support of key marketing channels. *Id.* at ¶¶58-66. Defendants hired and paid physicians, such as Dr. Russell Portenoy and Dr. Lynn Webster, to act as “key opinion leaders” (“KOLs”). KOLs spoke at medical education seminars, spoke in the media, and published articles pushing more opioids and downplaying (if not altogether denying) the risk of addiction. *Id.* at ¶¶59-62. Defendants created and/or funded third-party pain advocacy front groups—such as the American Pain Foundation and the American Pain Society—to disseminate their message that opioids are not addictive and should be prescribed liberally. *Id.* at ¶¶63-71.

These front groups and their agents have financial relationships with all of the Defendants.¹ Defendants, their KOLs, and their front groups conspired to change the historical perception of opioids as highly addictive and harmful last-resort medications. *Id.* at ¶¶58-66. Their unlawful marketing efforts worked. Opioid prescriptions skyrocketed. *Id.* at ¶¶21-30. In 2012 alone, 128 opioid prescriptions were written for every 100 people in Oklahoma. *Id.* at ¶5. That is nearly 10 prescriptions written every minute of every day for 365 days.

The State filed this action as just one of many steps it must take to deal with the problems Defendants caused. Defendants must be held accountable. Further, Defendants must not be allowed to hide key documents and information behind objections to avoid liability. Nor should they be allowed to strategically delay discovery in order to delay the trial date.

III. LEGAL STANDARD

Courts liberally construe the Discovery Code to provide the just, speedy and inexpensive determination of every action. 12 OKLA. STAT. §3225.² “Parties may obtain discovery regarding any matter, not privileged, which 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 or defense of any other party.” *Id.* at §3226(B)(1). When a party fails to completely respond to discovery requests or produce materials “as requested,” the requesting party “may apply for an order compelling discovery.” *Id.* at §3237(A).

¹ See e.g., *APS 2017 Presenter Financial Disclosure Information*, AMERICANPAIN SOCIETY.ORG, http://americanpainsociety.org/uploads/2017am/Financial_Relationships.pdf (last visited, October 26, 2017); *Pain: Current Understanding of Assessment, Management, and Treatments*, AMERICANPAIN SOCIETY.ORG, <http://americanpainsociety.org/uploads/education/frontmatter.pdf> (last visited, October 26, 2017).

² The Oklahoma Legislature’s amendments to certain sections of the Discovery Code, effective November 1, 2017, do not apply to this Motion. See, e.g., 2017 OKLA. SESS. LAW SERV. CH. 378 (H.B. 1570) (eff. Nov. 1, 2017). These amendments post-date the filing of this action (Nov. 3, 2016), and the Legislature did not express any intent that these amendments have retroactive effect. See, e.g., *Shepard v. Okla. Dep’t of Corr.*, 2015 OK 8, ¶13 (“statutes are generally presumed to operate prospectively only unless there is either a plain legislative intent to the contrary or the nature of the content of the statute invokes a presumption of retroactivity.”). Thus, the pre-November 2017 sections of the Discovery Code apply to this Motion and are cited herein.

IV. ARGUMENT & AUTHORITIES

Defendants separately responded to Plaintiff's Requests. However, there is substantial overlap in the Responses such that the objections can largely be addressed in groups. As such, the State addresses Defendants' objections categorically as best as possible based either on the nature of the objection (i.e. scope) or the nature of the request (i.e. subject matter). Finally, Purdue uniquely objects that it will only produce documents related to OxyContin, and the State separately addresses that objection in more detail, as set forth below.

a. Objections to the Scope of the State's First Requests for Production

i. Defendants Attempt to Impose an Unreasonable and Unsupported Geographic Limitation on Their Responses

Defendants object to all of Plaintiffs' request in one form or another based on the "geographic scope" of the Requests. Defendants use different language to articulate this objection but these objections are all essentially the same. *See* Exhibit A at General Objection 7, RFP Nos. 1-15, 18, 20-26; Exhibit B at Objection to Scope 3, RFP Nos. 1-2, 6-11, 21; Exhibit C at General Objection 12, RFP Nos. 1-15, 18, 20-21, 23-29. All such objections are baseless and misplaced.

First, 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 that would justify any objection or render any information supposedly related to other states "irrelevant." Defendants relied on a multi-faceted, nationwide strategy resulting in a nationwide epidemic. Indeed, Defendants' false messages about opioids were disseminated was through a tapestry of KOLs and Front Groups that blanketed the nation. All such information is therefore relevant to the State's claims. *See* 12 OKLA. STAT. at §3226(B)(1). Defendants should not be permitted to determine unilaterally which KOLs and Front

Groups they believe affected or influenced Oklahoma-based prescribers and patients. The State is entitled to discovery related to Defendants' entire messaging strategy.

Second, Defendants' objection ignores the reality of how information is transmitted in this day and age. Defendants marketed and sold their drugs across the nation. Their marketing efforts were not limited to any one state. Even when an event or act took place in one state, there is nothing to limit its dissemination to that location. For example, if a Defendant funds a speaking event by a KOL in New Mexico, that information can reach Oklahoma in numerous ways. Printed information is published online through the media, websites, and other avenues, and is available for viewing anywhere. Doctors and medical staff from Oklahoma and other states frequently attend out of state events. A doctor who attended in New Mexico could then move to Oklahoma. There are no borders for the dissemination of information that is part of a national marketing strategy. In short, there is no justification for limiting Defendants' production to documents they unilaterally determine relate to Oklahoma or that they sent directly to Oklahoma.

Third, for Requests where any such geographic limitation would be feasible and appropriate, the State already narrowed the Request to Oklahoma. *See, e.g.*, Exhibit A at RFP No. 16 (related to compensation plans for Oklahoma sales representatives), No. 19 (research related to Oklahoma prescriber behavior).

Thus, to the extent Defendants are withholding any documents based on this geographic scope objection, the objections should be overruled and the documents produced.³

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 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.

ii. The State Appropriately Defined the Relevant Time Period

The Purdue Defendants started this sweeping false marketing campaign in May of 1996 when it released OxyContin. The other Defendants followed suit. Thus, the State defined the Relevant Time Period for its Requests as May 1, 1996 to the present. All Defendants object to the time period defined by the State in varying ways. *See, e.g.*, Exhibit A at General Objection 8; Exhibit B at Objection to Scope 1; Exhibit C at Objections to Definitions 2. While this is a significant time period, the issue is not the length of time, but whether the defined time period relates to the claims and defenses at issue. Unfortunately for the State, its citizens, and the entire country, Defendants' conspiracy and false marketing campaign has continued for over two decades, and the harm will take even longer to abate and remedy. Thus, the Relevant Time Period is appropriately defined by the State.

Certain 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.

Finally, certain Defendants include in their objections a statement that the Relevant Time Period extends beyond the statute of limitations. A party, however, plainly cannot avoid discovery merely by asserting an affirmative defense that it has not yet proven. If it could, then the Discovery Code would be useless. Every defendant would avoid its discovery obligations by claiming its potential defenses had merit, rendering all discovery futile. Further, the State brought this action in its sovereign capacity to vindicate public rights and to recover costs. Petition at ¶7. Because "statutes of limitation do not apply to a government entity seeking in its sovereign capacity to vindicate public rights," Defendants' limitations argument fails. *Okla. City Mun. Improvement*

Auth. v. HTB, Inc., 1988 OK 149, ¶5, 769 P.2d 131. Even if a limitations period did run against the State, however, it has further pled tolling doctrines and the discovery rule, which toll the running of limitations. *Id.* at ¶72. And, the State seeks punitive damages for Defendants' intentional and tortious behavior. *Id.* at ¶129; 23 OKLA. STAT. §9.1(A)(3) (providing the jury must consider the "duration of the misconduct and any concealment of it" for punitive damages award).

As such, the State is entitled to discover when Defendants began their scheme, how the scheme did or did not change over time, and why the scheme was implemented in the first place. This same information bears on Defendants' purported statute of limitations defense, as the State is entitled to discover how and why Defendants concealed their scheme from the State, as well as the facts and circumstances surrounding the tolling doctrines pled—each of which is inherently a fact question. *See, e.g., Clements v. ONEOK Res. Co.*, 1997 OK 118, ¶4; *see also, e.g., Lavender v. Craig Cen. Hosp.*, 2013 OK CIV APP 80, ¶¶24-26 (collecting cases). And, the State must obtain information from the entire Relevant Time Period in discovery to present evidence of the "duration of [Defendants'] misconduct and any concealment of it" to support its punitive damages claims at trial. *See* 23 OKLA. STAT. §9.1(A)(3).

To the extent any Defendants are withholding documents based on their objection to the Relevant Time Period, the objections should be overruled and the documents produced.

b. Objections to Relevance of Certain Categories of the State's First Requests for Production

i. Defendants Should Produce Documents Produced in Other Opioid Cases

The State specifically requested information produced or discovered in other litigation and investigations related to the opioid epidemic, including documents, deposition transcripts, witness statements, and any expert reports. The Requests identify certain cases, including past cases like the 2007 cases against Purdue, and also describe the nature of any similar case or investigation.

Specifically, the State requested each Defendant produce documents produced in other opioid cases and other similar evidence (such as deposition transcripts, witness statements and expert reports). *See, e.g.*, Exhibit A at RFP Nos. 1-2. As discussed at the hearing on March 9, Defendants' responses to these Discovery Requests vary from outright refusal, to substantially limiting their responses, to stating they will only produce such documents if that Defendant unilaterally determines a document concerns Oklahoma, and, finally, claims of undue burden. *See* Exhibit A at RFP Nos. 1-2; Exhibit B at RFP Nos. 1-2; Exhibit C at RFP Nos. 1-2. None of Defendants' current responses are adequate. Judge Hetherington made clear at the hearing on March 9 that Defendants must specifically identify any categories of documents from these other cases they intend to withhold so that the parties may resolve any issues. *See* Hearing Transcript, Mar. 9, 2018 at 66:05-16.

During the parties' conferences, each Defendant explained that they intended only to produce documents from other litigation that concerned either nationwide marketing efforts or Oklahoma-specific issues and that Defendants would need to review all of these documents for "relevance" prior to production. Additionally, the Teva Defendants object entirely to RFP No. 2 and are refusing to produce responsive documents. Defendants' approach defeats the purpose of the State's Request, which is to minimize burden and streamline the discovery process. Further, Defendants are not the arbiters of relevance in this case—the Court is. And, the State's position is that the vast majority of the documents produced in other litigation have at least some relevance to this case. While the State is amenable to Defendants carving out obviously irrelevant batches of documents from the productions in other litigation (such as prescription databases from Alaska or call note spreadsheets from Washington), such carve-outs should only be undertaken by Defendants if they are easily identifiable, do not require a separate review process, and will not

prolong the production of the remaining material. Otherwise, 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.

Producing such information is not unduly burdensome and would expedite certain discovery because it will allow Defendants to produce information they have already produced elsewhere and, to the extent any prior cases involved deposition testimony or expert reports, could substantially narrow or streamline discovery in this matter. For example, Purdue continues to fight to maintain the secrecy of the court records, including a deposition transcript of Richard Sackler, in a prior, closed case brought by the Kentucky Attorney General based on similar misconduct. Once the State obtains and reviews information from these other cases, the State will be able to determine whether to narrow certain other document requests and deposition notices. There simply is no reason—at least no reasonable one—to not produce these types of documents.

Based on the foregoing, any objection to producing documents produced in other opioid cases and investigations should be overruled and the documents produced.

ii. Defendants Should Produce Documents Related to KOLs and Front Groups

The State's Discovery Requests seek significant information about Defendants' relationships and activities with purportedly unbiased organizations (Front Groups) and KOLs. *See, e.g.*, Exhibit A at RFP Nos. 8-9, 11, 13, 18, 24. Defendants, at times, wholly refuse to produce such information and, at others, improperly limit their responses. This information concerns Defendants' sweeping and clandestine marketing campaign to distribute misinformation through other channels. As discussed at the March 9 hearing, Senator McCaskill's report demonstrates why such material is significant because it, among other things, "suggests... a direct link between corporate donations and the advancement of opioids-friendly messaging." *See* Exhibit K to the

State's March 8 Status Report at 1. As set forth below, each of Defendants' responses is inadequate and improperly limited by objections.

1. Purdue

Purdue, the original mastermind behind the opioid epidemic, seeks to avoid substantial discovery regarding its tactics. In response to a Request for documents related to its unbranded marketing materials, published in large part by Front Groups and non-Purdue entities, Purdue bizarrely claims it will produce only materials "approved to be used and or distributed by Purdue." Exhibit A at RFP No. 8. While this information is pertinent, it is far too narrow. Purdue further limits its response to information "approved" by Purdue without any further explanation. This is not what the State requested, nor the only thing relevant to the claims and defenses at issue.

In response to requests regarding the communications related to any such unbranded marketing materials and relationships with Front Groups, Purdue wholly refuses to respond. *See id.* at RFP Nos. 9, 13, 18, 24. This goes to the heart of the State's case. The relevance of these issues is confirmed in "Fueling an Epidemic," a report published by the Senate Homeland Security and Government Affairs Committee's ranking minority member, Sen. Claire McCaskill. *See* Exhibit K to the State's March 8 Status Report. What was Purdue telling these Front Groups and KOLs? What information did Purdue provide them? Or, what information did Purdue *not* provide them? What level of control did they exert over the unbranded marketing materials? How much of what other entities was published was drafted or influenced by Purdue? This is critical discovery that Purdue should not be allowed to avoid.

Nor should Purdue be permitted to avoid disclosing the amount of money spent on such advertising. *See* Exhibit A at RFP No. 11. This was a key component of Purdue's marketing strategy, and the amount of money it spent in this area versus others is relevant to understand the

scope of Purdue's false marketing campaign. One need look no further than Senator's McCaskill's report to see the significance of how the amount of money spent resulted in pro-opioids messaging for companies like Purdue. *See* Exhibit K to the State's March 8 Status Report. This information is undoubtedly relevant to the claims and defenses.

2. Teva/Cephalon

Like the Purdue Defendants, the Teva/Cephalon Defendants object to producing certain documents related to KOLs and Front Groups. Specifically, the State understands the Teva/Cephalon Defendants to be limiting their production of these documents based on their objections (as described above) to the Relevant Time Period and geographic scope. Additionally, the Teva/Cephalon Defendants are objecting to producing payment data for KOLs and Front Groups for any amounts less than \$1,000. As explained above, the Teva/Cephalon Defendants' objections based on the Relevant Time Period and geographic scope should be overruled. Further, there is no basis for refusing to produce *all* payment data. The State is entitled to know the amounts that the Teva/Cephalon Defendants invested in this fraudulent marketing campaign across the country to, among other things, understand the scope of the fraud and show the relative amounts (or lack thereof) spent on other areas, such as research and development. The State requests Teva/Cephalon's objections to such requests be overruled and the documents produced.

iii. The Purdue Defendants Should Produce Training Materials and Related Communications

While Purdue wrote the book on pharmaceutical sales representative detailing and marketing, it now refuses to produce many of the training materials it used to do so. *See* Exhibit A at RFP Nos. 3-5. The State requested all of the training materials utilized for sales representatives, medical liaisons, and related communications. *Id.* Purdue, however, improperly narrows and limits the scope of its responses by agreeing to produce, for example, "New Drug

Application files” (which are documents the FDA requires Purdue to provide) and call notes with summaries of conversations. To be clear, the State’s requests for communications include any written communications on these issues, and the training materials sought are not those limited to what Purdue may have provided the FDA. Indeed, Purdue’s training programs—like the marketing campaigns they supported—helped define the modern industry’s approach to pharmaceutical sales. For example, Purdue sub-contracted and trained *hundreds* of sales representatives from Abbott Laboratories to market and sell OxyContin. This allowed Purdue to deploy an experienced sales force almost immediately, as opposed to hiring and training new sales employees. How and why Purdue trained these Abbott employees is relevant to this case. This is just one example of the materials requested that Purdue has objected to producing. Purdue should produce all training materials and related communications requested by the State.

Similarly, the State requested information related to Purdue’s compensation of its sales representatives. *Id.* at RFP No. 16. This information is significant because it will show, among other things, the extent to which Purdue incentivized its employees to change prescriber behavior, and the relative amounts Purdue spent on other areas (such as research). Purdue’s objections should be overruled and the documents produced.

iv. The Purdue Defendants Should Produce Information Regarding Branded Marketing Materials and Related Communications

Defendants’ improper marketing campaigns were waged on two broad fronts: branded and un-branded. Branded marketing consists of materials with the company’s logo and/or drug name advertised. The State requested these branded marketing materials, along with related communications and information about amounts spent on such marketing. *See* Exhibit A at RFP Nos. 6-7, 10. However, the Purdue Defendants have refused to produce the related communications and information about the amount of money spent on such marketing. *See id.* at

RFP No. 7, 10. This information is undoubtedly relevant to understand the extent of Defendants' false marketing campaign regarding opioids. In addition, this information has likely already been produced in other litigation and, thus, should not impose any undue burden on Defendants here. Defendants should be required to produce such documents.

v. The Purdue Defendants Should Produce Documents Related to the Conspiracy

Defendants operated as part of a conspiracy to change prescriber habits regarding opioids. They funded the same KOLs. They funded the same Front Groups. They made the same misrepresentations. They touted the same junk science. As such, the State requested communications directly among opioid manufacturers and also with the wholesale distributors who are required to guard against diversion of these dangerous drugs. *See* Exhibit A at RFP Nos. 14-15. The State is entitled to learn about the scope of this conspiracy. The Purdue Defendants, however, currently refuse to answer. There is simply no basis for their refusal to provide such documents. The objections should be overruled and the documents produced.

vi. The Purdue Defendants Should Produce Documents Related to their Research of Oklahoma Prescriber Habits

Defendants invest heavily in gathering information related to their sales targets so that they know on whom to focus their efforts. Thus, the State requested documents related to this research by Defendants as it pertains to Oklahoma health care professionals. *See* Exhibit A at RFP No. 19. The Purdue Defendants described substantial information they are willing to produce, all of which sounds relevant. *See id.* However, noticeably absent from the answer is any of the research related to Oklahoma prescriber habits, particularly any research related to which prescribers should be targeted for which sales strategies. The State is entitled to know whether either Defendant conducted such research and, if so, what it is, as it reflects the extent to which Defendants

engineered their sales strategy to drive up opioid prescriptions and increase profits at the expense of patients.

vii. The Purdue Defendants Should Produce Documents Related to Opioids That They Provided to Any Oklahoma State Agency, Medical Board and/or Medical School

Defendants often provide information related to their drugs to state agencies, medical boards and medical schools. The State requested this information for anything provided to Oklahoma agencies, medical boards and medical schools related to opioids and pain treatment. Exhibit A at RFP No. 22. The Purdue Defendants inexplicably objected to producing such documents. It is hard to fathom information more relevant and clearly discoverable than information provided by Defendants to Oklahoma entities related to opioids and pain treatment. Defendants' baseless objections should be overruled and the documents produced.

viii. The Purdue Defendants Should Produce Documents Related to Opioids Research They Possess, Funded and/or Influenced

To advance their pro-opioids message, Defendants could not rely exclusively on print ads with their own logos. Their audience likely assumes they are biased. Defendants had to legitimize themselves by distancing themselves from the messages they were sending. Publication of research and studies through other channels that supported their views was one such method they utilized. Thus, the State requested documents related to this research and what it shows. See Exhibit A at RFP Nos. 23, 25-26. The Purdue Defendants object and provide limited responses indicating they will produce some, but not all of the information sought. The Purdue Defendants cannot legitimately withhold any of this information.⁴ It relates to the false marketing Defendants put forth. It further relates to Defendants' own knowledge about the risks and benefits of opioids,

⁴ None of Defendants should be permitted to withhold this information, but the State understands that only the Purdue Defendants currently object to producing this information.

to the extent any of the research does not agree with their marketing messages. As such, the objections should be overruled and the documents produced.

ix. The Purdue Defendants Should Produce Documents Related to Diversion Programs

The State requested documents related to any abuse and diversion programs Defendants established for their respective opioids. Exhibit A at RFP No. 27. For example, Purdue established the RADARS (Researched Abuse, Diversion and Addiction-Related Surveillance) program. To the extent Defendants were tracking and/or obtaining data related to abuse and/or diversion of their opioids, the requested information goes to their knowledge of the falsity of their representations regarding the risks of addiction. Nevertheless, the Purdue Defendants currently object to producing this information arguing that it is, among other things, not relevant. *See id.* Their objections should be overruled and the documents produced.

x. The Purdue Defendants Should Produce Documents Related to Reimbursement Research for Opioids by Medicare and Oklahoma Medicaid

Defendants conduct research to determine the amount of their drugs that will be paid by programs such as Medicare and Oklahoma Medicaid. This information relates to, among other things, whether Defendants caused false claims to be submitted to the State (*i.e.* did they intend such claims to reach the State). Thus, the State asked for this research from Defendants. *See* Exhibit A at RFP No. 28. The Purdue Defendants, however, object and argue such information is not relevant. If Defendants conducted research or analyses to understand the amount of their drugs that would be reimbursed by the State (or states generally) then such evidence relates to the State's claims under the Oklahoma Medicaid False Claims Act, among other things, and shows that Defendants anticipated their drugs would be paid for by the State. Moreover, in conjunction with their false marketing, such evidence would show Defendants knew and intended their false

marketing campaigns to result in increased money from the State. As such, this information is highly relevant to the State's claims and should be produced.

c. Purdue Cannot Limit Its Production to OxyContin

Finally, Purdue further seeks to limit discovery in this case by trying to distance itself from its own tactics of marketing opioids generally. Purdue claims in response to discovery that it will only provide documents related to OxyContin. *See, e.g.*, Exhibit A at RFP Nos. 3-4, 6-7. This is improper for several reasons. First, Purdue makes multiple opioids. *See* Petition at ¶14. Purdue has provided no basis for asserting that its marketing strategy differed for its opioid Hysingla, for example, than it did for OxyContin. Second, Purdue, like the other Defendants and Front Groups, spent millions marketing "opioids" generally, attempting to destigmatize the entire group of drugs in hopes that it would result in greater use of all opioids. The entire goal was to broaden the reception of opioids generally so that each Defendant would benefit and the market for their respective drugs would increase. Further, Defendants like Johnson & Johnson were additionally incentivized to expand the opioid market through their ownership of Tasmanian Alkaloids, one of two companies that dominate the market for opium extract that is used to make Defendants' drugs.⁵ In short, Purdue, or any other Defendant, cannot now claim that it should only have to respond to discovery requests related to one specific opioid.


V. CONCLUSION

Defendants' objections, as set forth above, attempt to guard substantial documents that are highly relevant to determining Defendants' liability for causing the opioid epidemic in Oklahoma. None of the objections have merit. The State's requests are, at times, broad. But, that is because Defendants' fraudulent campaign was broad. Defendants cannot use the scope of their own

⁵ <https://www.nytimes.com/2014/07/20/business/international/tasmania-big-supplier-to-drug-companies-faces-changes.html>

misconduct and its impact to avoid legitimate discovery in this case. The objections set forth above should be overruled and the documents produced.

Dated: March 15, 2018


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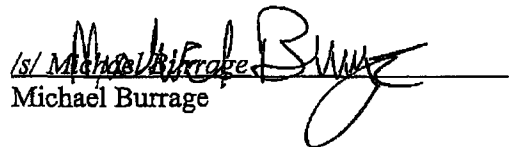

~~/s/ Michael Burrage~~
Michael Burrage

EXHIBIT A

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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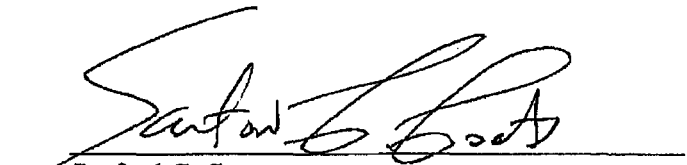
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