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IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

PART A

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

v. )

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

STATE OF OKLAHOMA }  
CLEVELAND COUNTY } S.S.

FILED

MAY 09 2018

In the office of the  
Court Clerk MARILYN WILLIAMS

Case No. CJ-2017-816

Honorable Thad Balkman

**PURDUE'S RESPONSE TO THE STATE'S OBJECTION TO AND MOTION TO  
MODIFY THE SPECIAL DISCOVERY MASTER'S APRIL 25 ORDER**

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## I. PRELIMINARY STATEMENT

The State objects to the Special Discovery Master's April 25, 2018 Order ("April 25 Order"), which largely grants the State what it asked for in its motion to compel documents—broad swaths of document discovery reaching back decades in time. The Special Discovery Master entered the April 25 Order after multiple rounds of briefing, evaluating an evidentiary submission on the burden of discovery, and holding two hearings with ample argument. The April 25 Order provides that for many of the State's document requests, discovery can extend more than 22 years back to 1996 and for some categories more than 14 years to 2004. The Special Discovery Master broadly extended the scope of discovery while also comporting with Oklahoma law, such as by limiting the State's requests that would be unduly burdensome or "impossible" for Purdue to undertake.

Despite the its success, the State still objects to the April 25 Order because it wants even broader discovery: "*all*" documents from Purdue going back to 1996 on every category of discovery, even for discovery the Special Discovery Master held would not be possible to provide. The State believes that it is entitled to virtually unlimited documents because they might be relevant, regardless of the burden that would be imposed on Purdue. The State's view is contrary to Oklahoma law.

Oklahoma law does not permit nearly limitless discovery. Discovery that imposes "undue" "burden or expense" is properly limited in scope by Oklahoma courts. 12 O.S. § 3226(C)(1)(d). Discovery must be "proportional to the needs of the case," considering "the burden or expense of the proposed discovery outweighs its likely benefit." *Id.* § 3226(B)(1)(a). Discovery that subjects a party to an "undue burden" is not proper. 12 O.S. § 3226(B)(2)(b). The Oklahoma Supreme Court in *Farmers Insurance Co., Inc. v. Peterson* held it is an abuse of

discretion for a trial court to order document discovery that was far narrower than what the State has demanded in this case. 2003 OK 99, 81 P.3d 659 (Okla. 2003). “Discovery may be limited or denied when discoverable material is sought in an excessively burdensome manner.” *Id.* ¶ 3, 81 P.3d at 660. The Supreme Court thus issued a writ of prohibition against the overly burdensome discovery.

Here, the Special Discovery Master carefully weighed the potential burden and properly applied Oklahoma law and other legal precedent for each request at issue. For instance, the Special Discovery Master found that Request for Production (“RFP”) No. 24 sought “production of virtually every document and communication generated by hundreds of individuals,” rendering the request “overly broad and burdensome.” (April 25 Order (Ex. A) at 9.) Given the breadth of this request, the Special Discovery Master correctly denied the State’s motion to compel as to RFP No. 24. For several other RFPs on a variety of subjects, the Special Discovery Master carefully tailored the scope of each request to balance the relevance and burdens for Purdue attorneys to collect, review, and produce the requested documents. For example, RFP No. 13 seeks *all* communications since 1996 between Purdue and certain third parties concerning opioid medications and/or pain treatments, and the Special Discovery Master properly held the request is “overly burdensome on Purdue and likely impossible to comply with.” (*Id.* at 8.) Nevertheless, he granted the State’s motion on this RFP and ordered production of such documents going back 12 years to 2006. The State does not meaningfully address the Special Discovery Master’s careful balancing and tailoring of the scope of discovery to account for the burdens of compliance.

The State also argues that this Court already decided the scope of its document requests when it ruled on Defendants’ motion to dismiss. This is incorrect. When ruling on the motion to

dismiss, the Court decided only whether the State stated a legally cognizable claim based on the face of the complaint. No argument or evidence was submitted on whether particular document requests were overly burdensome, disproportionate to the needs of the case, or comported with other requirements of the Oklahoma Discovery Code. Nor did the Court rule on any such issues in its order. The State's document requests were simply not before the Court.

Finally, although the State seeks clarification as to whether the Special Discovery Master limited the temporal scope of RFP No. 20 in its April 25 Order, none is required. The Special Discovery Master denied the State's motion to compel, not based on the scope of the request but because Purdue had already produced and agreed to produce responsive documents. Indeed, Purdue has already produced more than 3.2 million pages of documents covering a broad range of subjects including branded marketing, scientific research, and communications between Purdue sales representatives and Oklahoma prescribers; the State has produced very little.

For the foregoing reasons and the reasons that follow, the State's objection should be overruled.

## II. FACTUAL BACKGROUND

On March 15, 2018, the State moved to compel on nearly every one of its requests for production.<sup>1</sup> At the March 29, 2018 argument, the State explained that its document requests, taken as a whole, seek "*all* of the information about all of [Purdue's] opioids ... for the entire time period we've asked for." (March 29, 2018 Hrg. Tr. 69:2-4 (Ex. H) (emphasis added).) The State demanded an unqualified production of "*all documents*"—no matter how burdensome to undertake and no matter how *de minimis* the relevance. On April 4, 2018, the Special Discovery Master granted the motion. (Ex. C.) For most of the RFPs, the requests were summarily

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<sup>1</sup> The State's requests for production are attached as Exhibit D, and Purdue's responses thereto are attached as Exhibit E.

granted, and Purdue's objections were summarily overruled, without appearing to weigh of the discovery factors under Section 3226 of the Discovery Code.

On April 11, 2018, Purdue objected to the April 4 order. Purdue explained that for each request, the burden of production must be considered as required by Section 3226 of the Discovery Code and the holdings of the Oklahoma Supreme Court in *Farmers Insurance Co., Inc.*, 2003 OK 99, 81 P.3d 659. Purdue submitted an affidavit demonstrating the enormous burden that compliance with the April 4 order would place on Purdue. (*See* Affidavit of Robert S. Hoff (Ex. B).) Purdue demonstrated that several of the Special Discovery Master's initial rulings could have required Purdue to search documents across virtually every area of its business; search thousands of boxes, file folders, and cabinets; and collect and review documents from hundreds of employees who have worked at Purdue over nearly 22 years. (*Id.* ¶ 4.) For example, the April 4 order appeared to compel production of almost every document and communication from Purdue's marketing department since 1996. (*Id.* ¶ 5.) The April 4 order also appeared to compel, for example, production of almost every document and communication generated by the hundreds of individuals in Purdue's departments responsible for scientific research since 1996. (*Id.* ¶ 10.)

On April 25, 2018, after carefully considering the parties' briefing, Purdue's evidentiary submission, and extensive argument, the Special Discovery Master modified certain portions of the initial April 4 order. The Special Discovery Master ruled that the initial finding that the "relevant time period for Purdue defendants is from the original OxyContin release date of May 1, 1996 to present is amended in part to specific findings that will be made below as to each State requested RFP." (April 25 Order (Ex. A) at 6.) For many document requests, the Special Discovery Master did not change the scope of discovery. For certain others, the Special

Discovery Master found that the burden to produce documents went from being “overly broad” to “likely impossible to comply with.” For example, the Special Discovery Master found that RFP No. 13 calls for “a search for *all* communications between [Purdue] and trade groups, trade associations, nonprofit organizations and/or other third-party organizations concerning opioids and/or pain treatment since 1996,” which “is *overly burdensome* on Purdue and *likely impossible to comply with*” (*Id.* at 8 (emphasis added).) As another example, the Special Discovery Master found that RFP No. 24 “seek[s] production of *virtually every document and communication* generated by *potentially hundreds of individuals* in Purdue’s and other Defendants’ departments responsible for scientific research, studies, journal articles, and/or clinical trials regarding opioids and/or pain treatment, including all drafts” and is thus “*overly broad and burdensome.*” (*Id.* at 9 (emphasis added); *see also id.* at 8 (“a search for *all* communications referred to in RFP 14 and 15 since 1996 is *overly burdensome*”) (emphasis added).)

The Special Discovery Master tailored a scope for each document request that balanced the burden of production and the benefit from for the request. (*See* April 25 Order (Ex. A) at 6-8 (RFP Nos. 4-15).) For example, with RFP No. 13, the Special Discovery Master found that the proper scope was 2006 to present, as argued by Purdue. For RFP Nos. 4-12 and 14-15, he found that neither the scope argued by Purdue nor that argued by the State struck the correct balance. Instead, he found that the proper scope was 2004 to present. The Special Discovery Master’s reasoning and application of the time frame of 2004 to the present accords with the reasoning of another court in opioid litigation against Purdue raising many of the same issues. *Chicago v. Janssen Pharm.*, No. 1:14cv4361 (N.D. Ill. Aug. 21, 2017) (attached as Ex. F). Finally, for RFP No. 24, the Special Discovery Master denied the motion to compel the RFP in its “current form” because it would continue to be overbroad even if limited in time because it seeks “production of

virtually every document and communication generated by potentially hundreds of individuals.”

### III. ARGUMENT

#### A. **The Special Discovery Master Tailored the Scope of Each Request to Account for the Burden of Production as Required by Oklahoma Law**

The State objects to the April 25 Order on the ground that the Special Discovery Master applied some degree of limitation to the temporal scope of RFP Nos. 4-15. The State wants the discovery to have virtually no limit and claims that imposing any limit might exclude relevant documents. For the reasons below, the Special Discovery Master properly limited the scope of those requests in light of Oklahoma law on the scope of discovery.

Oklahoma law provides that discovery does not extend to every matter that is conceivably relevant; aside from being relevant, discovery must also be “proportional to the needs of the case,” considering the “the burden or expense of the proposed discovery” and whether it poses an “undue burden.” 12 O.S. §§ 3226(B)(1)(a), (B)(2)(b). Discovery that subjects a party to “undue” “burden or expense” may be properly limited in scope. *Id.* § 3226(C)(1). “[T]he discovery rules are not a ticket to an unlimited, never-ending exploration of every conceivable matter that captures an attorney’s interest.” *Sapia v. Bd. of Educ. of the City of Chi.*, 2017 WL 2060344, at \*2 (N.D. Ill. 2017).<sup>2</sup> To avoid “needless and enormous costs to the litigants,” “the Supreme Court ha[s] cautioned that the requirement of Rule 26 that the material sought in discovery be ‘relevant’ should be firmly applied.” *Id.*

The Oklahoma Supreme Court’s decision in *Farmers Insurance Co., Inc. v. Peterson* is illustrative and controlling. In *Farmers*, the plaintiffs brought claims against Farmers alleging a multi-year “pattern” of insurance misconduct, and the plaintiffs sought broad discovery of

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<sup>2</sup> Federal court cases applying Federal Rule of Civil Procedure 26, the counterpart to 12 O.S. § 3226, are “instructive” because the rules are nearly identical. *See Payne v. Dewitt*, 1999 OK 93 n.6, 995 P.2d 1088.

insurance files spanning several years that would have required Farmers to search several thousand files. 2003 OK 99 ¶¶ 1-2, 81 P.3d at 660. The trial court ordered Farmers to search and produce three years of its insurance claim files. *Id.* Farmers requested a writ of prohibition from the Supreme Court because producing three years of document discovery would impose an undue burden. *Id.* Compliance with the trial court's order would require review of 600,000 files with a staff of thirty people working two months to review those files, plus an additional 3,300 to 3,400 electronic files. *Id.* The Supreme Court granted Farmer's request, issued a writ of prohibition, and held that "requiring an examination of *all* paper and electronic files for the three-year period would be unduly burdensome." *Id.* (emphasis added.) The Supreme Court held that the trial court abused its discretion by compelling such broad discovery.

Other decisions are in accord and demonstrate that the Special Discovery Master correctly held that a broad-brush 22-year scope of discovery would be unduly burdensome. For example, in *Cohlma v. Ardent Health Services, LLC*, a plaintiff sought all documents, communications, and correspondence related to every medical staff member whose privileges were subject to any review or probation. 2008 WL 4925764, at \*6 (N.D. Okla. Nov. 14, 2008). The Oklahoma federal court denied the discovery request as over-broad and burdensome on its face because it called for the production of "every document concerning every peer review of every staff member ... for a 10-year period of time." *Id.*

Similarly, in *Coleman v. American Red Cross*, the U.S. Court of Appeals for the Sixth Circuit rejected an "overly burdensome" request for production because it "would have required the Red Cross to search every file that exists at National Headquarters for any documents that might be of any relevance to any matter in the case." 23 F.3d 1091, 1098 (6th Cir. 1994). The court held that other already-provided discovery, which included thousands of pages of



documents, was sufficient. *Id.*

Additionally, in *Dickson v. Wilkerson*, the court granted a motion to quash “overly broad” requests for “any and all emails” sent or received over the course of two years, compliance with which would have imposed “an undue burden” on the defendants. 2006 WL 8433057, at \*2 (N.D. Ga. May 5, 2006); *see also Hainey v. U.S. Dep’t of the Interior*, 925 F. Supp. 2d 34, 44-45 (D.D.C. 2013) (document request seeking “all internal communications on [a] subject” are “unreasonably burdensome,” because compliance “would [have] require[d] a search of every email sent or received by 25 different employees throughout a two-year time period”).

Courts evaluating discovery requests have denied motions to compel specifically where the requests were “not limited temporally.” *Lindley v. Life Investors Ins. Co. of Am.*, 2009 WL 3756659, at \*1 (N.D. Okla. 2009). Courts routinely limited the temporal scope of requests on the basis of proportionality. For example, in *Surgery Center at 900 North Michigan Avenue, LLC v. American Physicians Assurance Corporation, Inc.*, the court narrowed discovery requests seeking information for eight years to four years, reasoning that “[i]f there is nothing found within this period, it seems doubtful that there will be information before then or at least not information that may not be episodic and thus irrelevant to the theory on which the interrogatories are (or can be) based.” 317 F.R.D. 620, 631 (N.D. Ill. 2016).

Likewise, in *Simon v. Northwestern University*, the court limited certain discovery requests from 17 years to 10 years, explaining that “proportionality factors of Rule 26 counsel against ordering production through 2012 in light of the diminishing relevance of after-the-fact evidence” because events in 2012 would not be relevant in showing knowledge, intent, or motivation in 1999. 2017 WL 467677, at \*5-7 (N.D. Ill. 2017); *see also Lindley*, 2009 WL 3756659, at \*1 (denying motion to compel in part because “the documents sought [were] not

limited temporally or geographically”).

Here, the requests at issue sought a far broader scope of documents than that which the Oklahoma Supreme Court rejected in *Farmers*. The *Farmers* case involved 3 years of documents, 600,000 paper files, 3,400 electronic files, and two months of review. Here, the State sought a nearly limitless array of documents and communications for 22 years, since May 1, 1996, that would require Purdue to search and collect electronic and paper documents across virtually every substantive area of Purdue’s business. (Hoff Aff. (Ex. B) ¶¶ 4, 9.) Purdue would have had to search archives and likely many thousands of boxes, file folders, and cabinets. (*Id.*) Purdue would also have had to collect and review paper and electronic documents from *hundreds* of employees who have worked at Purdue over the last 22 years, implicating millions of documents. (*Id.*) Purdue has attorneys who work almost exclusively on Purdue discovery matters and contract attorneys whose sole assignment every day is to review documents for production. (*Id.* ¶ 11.) Expanding an already very broad scope of discovery to a nearly limitless scope would be overwhelming, as the Special Discovery Master correctly found.

In light of Purdue’s evidentiary submission showing the burden that would be imposed by the initial April 4 order, the Special Discovery Master reviewed each of the State’s requests and held that several were “overly broad” and “overly burdensome,” sought “virtually every document and communication” and “likely impossible to comply with.” (April 25 Order (Ex. A) at 8-9 (RFP Nos. 13-15, 24); *see also id.* at 6-7 (RFP No. 4-12).) The Special Discovery Master tailored the scope for the broad requests to strike a balance between burden and benefit. Contrary to the State’s assertion, the April 25 Order is not “inexplicabl[e]” (Obj. at 2); the Special Discovery Master explained his reasoning and carefully applied settled Oklahoma law.

The State contends that the burden of producing almost unlimited documents going back

to 1996 is not undue in light of its “solutions.” (Obj. at 7.) One of the State’s “solutions” is to have Purdue “produce anything responsive that is stored electronically.” (*Id.*) The burden to produce electronic files is not “substantially less” than paper files, contrary to the State’s assertion. (*Id.* at 8.) The State’s so-called solution would require attorneys for Purdue to review and analyze *every* electronic document in the company to determine whether it is responsive, privileged, and subject to the protective order. It is no solution at all. The Oklahoma Supreme Court in *Farmers* issued a writ of prohibition against broad discovery where there were just 3,300 to 3,400 electronic files at issue. 2003 OK 99 ¶¶ 1-2, 81 P.3d at 660. Here there are *millions*.

The State’s other “solution” is to “let the State perform a quick peek on the hard copy boxes” and “hard copy files.” (*Id.*) It is no solution to force Purdue to waive its right to have attorneys review its documents and waive privilege.

Nor does the State’s reference to a 2009 GAO report change the analysis. As an initial matter, many of the documents referenced in the GAO report, including documents relating to branded advertisements, have already been produced. Moreover, it is immaterial whether the State can point to a potential document somewhere in the company that might be relevant. Relevance is only one part of the discovery analysis under Oklahoma law. Oklahoma law requires consideration of the burden of production, 12 O.S. § 3226, and it is an abuse of discretion to give insufficient weight to that consideration, *Farmers Ins. Co.*, 2003 OK 99, 81 P.3d 659. As in *Farmers*, the temporal scope must sometimes be limited to account for the breadth of the requests. That was the Special Discovery Master’s reasoning here.

The State further argues that the Special Discovery Master’s April 25 Order “effectively precludes discovery” on certain issues and “took away the State’s ability to get discovery.” (Obj.

at 3.) In fact, Purdue has already produced more than 3,284,000 pages of discovery and has agreed to produce more. To say that the Order “took away the State’s ability to get discovery” is simply incorrect. More importantly, the April 25 Order did not preclude discovery on any issue. Rather, it found that the extreme scope of certain of the State’s requests were overly broad, overly burdensome, and impossible to comply with.

Accordingly, the Special Discovery Master properly tailored the temporal scope for each of the State’s requests by carefully considering Oklahoma statutory and case law, precedent from around the country (including in the opioid litigation), and Purdue’s evidentiary submission. Accordingly, the State’s objection should be overruled.

**B. The State Mischaracterizes This Court’s December 6, 2017 Order on the Motion to Dismiss**

The State argues that the Court already ruled on the scope of discovery when it ruled on Defendants’ motion to dismiss. This is not the case. This Court’s ruling stated:

[T]he Court finds and orders that the State’s Petition sufficiently states its claims and those claims should not be dismissed based on preemption or pursuant to the Primary Jurisdiction doctrine or the Court’s inherent power. However the State’s cause of action under the Oklahoma Consumer Protection Act 15 OS § 751-65 is dismissed with prejudice. The Defendants are to respond to the State’s discovery requests pursuant to a protective order; a formal protective order setting out the terms will be prepared by Defendants and submitted to the State by December 15, 2017.

(Dec. 6, 2017 Order at 1 (Ex. G).) The parties did not brief or argue the scope of discovery. No argument or evidence was submitted on whether particular document requests were overly burdensome, disproportionate to the needs of the case, or comported with other discovery requirements of Section 3226 of the Discovery Code. When the Court ruled on the motion to dismiss, the Court decided only that the State stated a legally cognizable claim based on the face of the complaint.

**C. The Special Discovery Master Correctly Held That RFP No. 24 Is Overbroad**

The State objects to the denial of its request to compel RFP No. 24, which seeks “*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” from 1996 to present. (Emphasis added.) The Special Discovery Master properly held that the State’s request is improper on its face:

This RFP does seek production of *virtually every document and communication generated by potentially hundreds of individuals* in Purdue’s and other Defendants’ departments responsible for scientific research, studies, journal articles, and/or clinical trials regarding opioids and/or pain treatment, including all drafts. This request is found to be *overly broad and burdensome*. Therefore, Defendants’ motion to strike or modify this RFP is sustained and the April 4, 2018 ruling is ordered stricken and State’s request to compel is denied in this RFP’s current form.

(April 25 Order (Ex. A) at 9.) In its objection, the State does not dispute any particulars of the Special Discovery Master’s findings. (Obj. at 8-10.) The State does not deny that its RFP seeks nearly every document and communication from hundreds of people. It does not argue that the request is not, as the Special Discovery Master found, overly broad and burdensome. Indeed, courts have repeatedly held that where requests use terms like “relating to” or “regarding” with respect to a general category or group of documents—as the State does here—the requests are unduly burdensome on their face. *Cohlma*, 2008 WL 4925764, at \*6 n.1; *Lindley*, 2009 WL 3756659, at \*1 (“any document relating to any communication” between the defendant and other persons); *Aikens v. Deluxe Fin. Svcs.*, 217 F.R.D. 533, 538 (D. Kan. 2003) (“documents that ‘relate[] to litigation involving the plaintiff’”). Instead, the State argues that the documents it seeks may be relevant. As explained above, relevance is only one component of the proper scope of discovery under Oklahoma law, and the burden of production is a coequal component of

discovery. 12 O.S. § 3226. The State completely ignores the particulars of the Special Discovery Master’s findings of undue burden, which is fatal to the State’s argument.

Furthermore, the State has not identified any deficiencies in the millions of pages of documents that Purdue has produced and agreed to produce, or otherwise described what more it seeks. The “movant has a burden to specifically and individually identify each discovery request in dispute and specifically, as to each request, identify the nature and basis of the dispute, including explaining . . . how a response or answer is deficient or incomplete, and ask the Court for specific relief as to each request.” *Samsung Elecs. Am. Inc. v. Chung*, 2017 WL 896897, at \*19 (N.D. Tex. Mar. 7, 2017). It is the “plaintiff’s burden to describe why a particular response is inadequate.” *Williams v. Flint*, 2007 WL 2274520, at \*1 (E.D. Cal. Aug. 6, 2007). Here, by failing to identify deficiencies in the documents that Purdue has produced and agreed to produce, the State has failed to articulate any need for such additional documents in this case.

Given the considerable production performed and agreed to by Purdue, and because the compliance with the State’s demand to produce additional documents would present a massive burden that far outweighs the value, if any, of the additional production, the State’s objection should be overruled.

**D. The Special Discovery Master Properly Ruled on the State’s RFP No. 20**

The State seeks clarification as to the Special Discovery Master’s April 25 Order on RFP No. 20, which seeks “*All* Documents drafted, edited, influenced, funded and/or published by You concerning ‘pseudoaddiction’ or ‘pseudo-addiction.’” (RFP No. 20 (Ex. D) (emphasis added).) Because Purdue has already produced and agreed to produced documents responsive to this request, the Special Discovery Master sustained Purdue’s objection to the April 4 Order as to this RFP “subject to the State producing future evidence sufficient to demonstrate [Purdue’s] failure to produce.” (April 25 Order (Ex. A) at 9.) The clarification sought by the State is whether the

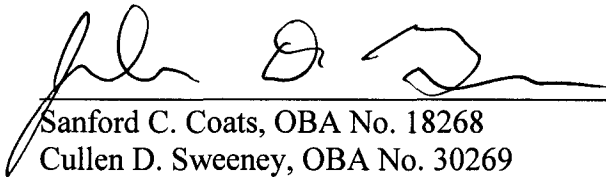
Special Discovery Master limited the temporal scope of this RFP to 2004 to present when it sustained Purdue's objection to the April 4 Order. In its objection, Purdue explained that the State failed to identify any deficiencies in its response to RFP No. 20, and as a matter of law the State failed to meet its threshold burden in moving to compel production in response to this request. *See Sabeerin v. Fassler*, 2016 WL 9818314, at \*2 (D.N.M. 2016) ("To the extent the NMCD defendants have agreed to produce certain documents, this request is moot."). The Special Discovery Master agreed, holding that Purdue's motion was sustained, subject to the State showing evidence of a deficiency in Purdue's production. (April 25 Order (Ex. A) at 9.) No additional clarification is required.

#### IV. CONCLUSION

For the foregoing reasons, Purdue respectfully requests the Court overrule the State's objection.

Dated May 9, 2018

Respectfully submitted,



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**CERTIFICATE OF MAILING**

This is to certify on May 9, 2018, a true and correct copy of the above and foregoing has been served via e-mail to the following:

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Pharmaceuticals, Inc.*



**EXHIBIT A**



IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

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

Plaintiff, )

vs. )

Case No. CJ-2017-816

Judge Thad Balkman

- (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

APR 25 2018

In the office of the  
Court Clerk MARILYN WILLIAMS

ORDERS OF SPECIAL DISCOVERY MASTER ON APRIL 19<sup>th</sup> 2018 MOTION  
REQUESTS

On April 19, 2018, the above and entitled matter was heard before the undersigned on the parties' various motions, objections and requests for relief. The undersigned Special Discovery Master having reviewed the pleadings, heard oral arguments and being fully advised in the premises finds as follows:

Purdue's Motion To Compel Production Of Documents

Purdue seeks to compel production of documents responsive to RFPs requested in its first set of requests for production. Purdue Pharma L.P. seeks production of documents numbered two, four, six, seven, eight, and nine. Purdue Fredrick Co. seeks production of documents responsive to requests number one, five, six and seven. Plaintiff, State of Oklahoma, ex. rel. Attorney General of Oklahoma (State) has filed its objection thereto and request to strike as moot.

A. State's objection and motion to strike as moot is **overruled**. Specific finding is made that under the claims made in this petition, details of medical necessity and reimbursable claims under the Oklahoma Medicaid system, State's claims review and reimbursement process and the identity of State personnel with knowledge about efforts to prevent opioid abuse and diversion are all relevant or potentially relevant areas of inquiry in this case. State argues the only documents that will be withheld or objected to are privileged and confidential information. Therefore, both Purdue Pharma L.P. and Purdue Frederick Company's motion to compel are **sustained** to be produced as soon as practically possible under the agreed "rolling production" process. The undersigned acknowledges State's argument that its objections have been withdrawn. Nevertheless, production is **ordered** consistent with findings made herein:

Purdue Pharma L.P.

1. RFP No. 2 – State's objection withdrawn during meet and confer, motion to compel **sustained**;
2. RFP No. 4 – State's objection withdrawn during meet and confer, motion to compel **sustained**;
3. RFP No. 6 – State's objection withdrawn during meet and confer, motion to compel **sustained**;
4. RFP No. 7 – State's objection withdrawn during meet and confer, motion to compel **sustained**;
5. RFP No. 8 – State's objection withdrawn during meet and confer, motion to compel **sustained**;
6. RFP No. 9 - State's objection withdrawn during meet and confer, motion to compel **sustained**.

Purdue Frederick Co.

1. RFP No. 1 – State’s objection withdrawn during meet and confer, motion to compel **sustained**;
2. RFP No. 5 – State’s objection withdrawn during meet and confer, motion to compel **sustained**;
3. RFP No. 6 – State’s objection withdrawn during meet and confer, motion to compel **sustained**;
4. RFP No. 7 – State’s objection withdrawn during meet and confer, motion to compel **sustained**.

State’s Second Motion To Compel

State has served notice for corporate designee depositions as described in exhibits one through six of State’s motion:

1. The open letter published by or on behalf of the Purdue Defendants in the New York Times on Thursday, December 14, 2017, entitled, "We manufacture prescription opioids. How could we not help fight the prescription and illicit opioid abuse crisis?" ("Open letter"), including but not limited to all actions taken by Purdue Defendants in support of the recommendations and initiatives identified in the Open Letter, and the reasons the Open Letter was written and published.
2. The Purdue Defendants’ decision to discontinue marketing or promoting opioids to prescribers.
3. The J&J Defendants’ past and present relationship with Tasmanian Alkaloids, the corporate structure and management of Tasmanian Alkaloids during its affiliation with any J&J Defendants, and the terms of any asset purchase agreement, acquisition agreement, and/or purchase and sale agreement by and between any J&J Defendants and Tasmanian Alkaloids, including terms related to the assumption of liability.
- 4.-6. All actions available or necessary to address, fight, update and/or reverse the opioid epidemic. (One Notice For Each Defendant Group)

To these notices, the three Defendant groups have filed requests for protective orders and to quash the deposition notices, to which State has responded. The following Orders are entered with regard thereto:

1. Open Letter (Purdue)

State has described with reasonable particularity two areas of inquiry with regard to this "Open Letter": 1. All actions taken by the Purdue Defendants in support of the recommendations and initiatives identified in the Open Letter; 2. The reasons the Open Letter was written and published. State shall be limited to these two areas of inquiry to include any follow-up inquiry that may become reasonably necessary to identify the exact actions taken, who took them, when and where. To this extent, State's motion to compel is **sustained** and Defendants' opposition thereto and request to quash the notice is **overruled**.

2. Purdue Defendants' decision to discontinue marketing or promoting opioids to prescribers.

State's motion to compel is **sustained** and Defendants' request to quash the notice on this topic is **overruled** as a fact witness could produce likely relevant evidence as it relates to decisions to discontinue marketing and promoting opioids.

3. J&J Defendants/Tasmanian Alkaloids

Finding is entered that State has pled with reasonable particularity the relationship between J&J Defendants and Tasmanian Alkaloids (Not a party to this litigation) during a portion of the relevant time period in this litigation. As a former subsidiary of Johnson & Johnson, Tasmanian Alkaloids manufactured the poppy-based opiate ingredient used in many of the United States marketed and distributed opioids. The J&J Defendants had a direct financial interest in the sale of the opioid products generally, not just limited to their own branded opioids. That places J&J Defendants in a position of having a financial interest in opioids generally and possible motive relevant to issues raised in this case.

State's motion to compel is **sustained** and Defendants' request to quash the notice on this topic is **overruled**.

4-6. Abatement Actions

State gives notice to each Defendant group to depose a corporate designee regarding fact testimony similar to the line of inquiry requested of Purdue Defendants in item notice No. 1. The added fact with regard to Purdue Defendants' being the "Open Letter". These notices are necessarily limited to fact testimony and as argument indicated, cannot include opinion testimony that seeks to elicit a legal opinion on a primary issue a finder of fact may have to determine and that is an action plan, factually and legally, fashioned to abate the opioid crisis. Certain Defendants through negotiations in other cases have agreed to disclose factual efforts that are currently under way and actions planned and expected to take place in the future to seek to abate the opioid crisis. Settlement negotiations are privileged, and there is a strong public policy disfavoring intrusion into confidential and privileged settlement discussions. 12 O.S. § 2408; Fed. R. Evid. 408; *Goodyear Tire & Rubber Co. v. Chiles Power Supply, Inc.*, 332 F.3d 976, 980 (6<sup>th</sup> Cir. 2003). Further, expert witnesses do not have to be determined and disclosed until the deadline of September 14, 2018, with expert depositions to be completed by January 25, 2019.

Therefore, each Defendant groups' request for a Protective Order and to Quash the notice as drafted is **sustained** and should State so desire, new deposition notices to issue to fact witnesses to be designated by each Defendant group for inquiry by State into factual efforts that are currently under way and actions planned and expected to take place in the future which seek to address, fight or abate the opioid crisis.

April 4, 2018 Order of Special Discovery Master On State's First Motion to Compel.

Defendant groups have filed objections to and requests to strike or modify the above referred-to discovery order. Argument was heard and considered at the April 19, 2008 hearing and the following orders are entered:

1. Review of the record indicates State did not move to compel RFP No. 17 and objections to and requests to strike any findings made by the undersigned with regard to RFP No. 17 are **sustained**. Further, the undersigned recognizes that certain Defendants have already produced and there are agreements for future production relevant to the RFPs in question. Any rulings, orders or modifications to previous orders with regard RFPs take into consideration this reality and the ongoing "rolling production" process. Nothing in the undersigned's orders here-in are meant to require duplication of production.



A. With regard to findings made numbered “1” through “7” of the April 4<sup>th</sup> Order, the following findings are entered:

1. Regarding finding numbered “3”, the finding the likely relevant time period for Purdue defendants is from the original OxyContin release date of May 1, 1996 to present is amended in part to specific findings that will be made below as to each State requested RFP and Purdue Defendants' request to modify is **sustained** to that extent.
2. The balance of the findings made numbered “1” through “7” of the April 4<sup>th</sup> Order remain unchanged and any Defendant requests to modify or strike are **overruled**.

B. Requests For Production, State’s First Motion To Compel

RFP No. 1 – Defendants’ various motions to strike or modify are **overruled** subject to the previous ruling that Defendants must specifically identify any category of documents from other cases they intend to withhold as non-public or confidential governmental investigations or regulatory actions;

RFP No. 2 – Defendants’ various motions to strike or modify are **overruled** subject to the previous ruling that Defendants must specifically identify any category of documents from other cases they intend to withhold as non-public or confidential governmental investigations or regulatory actions;

RFP No. 3 – This RFP in conjunction with RFP 4 and in part 5 seek discovery of sales, training and marketing materials that did help define the pharmaceutical industry's approach to sales, relevant to the claims made in this case. Regarding document discovery concerning sales, training and education materials for opioid sales representatives, the relevant time period is found to be from May 1, 1996, the commencement of the marketing of the original OxyContin as it relates to Purdue, and the known marketing start dates for the balance of the Defendant groups. Such production as to Purdue may be restricted to materials in Purdues’ possession, possession of its current employees, and its third-party sales representatives under promotional contracts on and after 1996 and relevant to branded or un-branded advertisements and/or marketing materials. Therefore, Defendants' various motions to strike or modify are **sustained** in part and **overruled** in part;

RFP No. 4 – Purdue is **ordered** to produce training and education materials provided to medical liaisons, retained or funded by You concerning medical liaisons with health care professionals, KOLs, and front groups regarding opioids and/or pain treatment for branded and unbranded materials beginning in 2004 and thereafter. Other Defendants are so **ordered** beginning with their relevant marketing time period. Therefore, Defendant groups' various motions to strike or modify are **sustained** in part and **overruled** in part;

RFP No. 5 – Defendants are **ordered** to produce related communications relevant to RFP 4, 5, 7 and 9 currently in their possession, Purdue beginning in 2004 and thereafter and other Defendants' beginning with the relevant marketing time period. Therefore, Defendant groups' various motions to strike or modify are **sustained** in part and **overruled** in part;

RFP No. 6 – Defendant groups' motions to strike or modify are **sustained** in part and **overruled** in part, in that production shall be **ordered** of all branded or un-branded advertisements and/or marketing materials published by You concerning opioids, including, without limitation all videos, pamphlets, brochures, presentations and treatment guidelines. Purdue beginning in 2004 and thereafter and other Defendants' beginning with the relevant marketing time period. Drafts of such materials are **not ordered** located or produced;

RFP No. 7 – Defendant groups' motions to strike is **sustained** as this RFP is now included in Orders entered in RFPs 3, 4, 5 and 6;

RFP No. 8 – Defendant groups' motions to strike is **sustained** as this RFP is now included in Orders entered in RFPs 3, 4, 5 and 6;

RFP No. 9 – Defendant groups' motions to strike is **sustained** as this RFP is now included in Orders entered in RFPs 3, 4, 5 and 6;

RFP No. 10,11 – Defendant groups' motion to strike or modify is **sustained** in part and **overruled** in part as to RFP 10 and 11. Defendant groups are **ordered** to produce documentation reflecting amount spent by You on advertising and marketing related to branded or unbranded opioid advertising, and to KOLs and other Front Groups, Purdue beginning in 2004 and thereafter and other Defendant groups beginning with the relevant marketing date;

RFP No. 12 – Defendant groups’ motion to strike or modify is **sustained** in part in that Defendant groups are ordered to produce all organizational charts identifying your employees involved in (1) the sale, promotion marketing and advertising of your opioids, Purdue since May 1, 1996 and other Defendant groups since the relevant marketing date; and (2) communication with Healthcare Professionals, KOLs and Front Groups regarding opioids, including OxyContin and pain treatment, Purdue beginning in 2004 and other Defendant groups beginning with the relevant marketing date;

RFP No. 13 – Defendant groups’ motion to modify or strike is **sustained** in part and **overruled** in part in that a search for all communications between you and trade groups, trade associations, nonprofit organizations and/or other third-party organizations concerning opioids and/or pain treatment since 1996 is overly burdensome on Purdue and likely impossible to comply with. Production of communications from Purdue relevant to this RFP and currently in the possession of Purdue is **ordered** produced from and since 2006. As to other Defendant groups, such communications in their possession are **ordered** produced beginning with the relevant marketing date;

RFP No. 14 – Regarding communications between you and other opioid manufacturers, distributors, wholesalers, pharmacies and/or BPMs as described in this RFP and RFP 15, communications may be relevant to State’s conspiracy allegations. Defendant groups’ motion to modify or strike is **sustained** in part and **overruled** in part in that a search for all communications referred to in RFP 14 and 15 since 1996 is overly burdensome. Production of communications as described in RFP 14 and 15 and currently in the possession of Purdue is **ordered** produced from and after 2004. As to other Defendant groups, such communications in their possession are ordered produced beginning with the relevant marketing date;

RFP No. 16 – Defendant group’s motion to modify or strike is **overruled**;

RFP No. 18 – Defendant groups’ motions to strike is **sustained** as this RFP is now included in Orders entered in RFPs 4, 5, 10 and 12;

RFP No. 19 – Defendants’ motion to strike or modify the undersigned’s April 4, 2018 Order is **overruled**;

RFP No. 20 – Purdue has now produced or agreed to produce documents concerning the concept of "pseudoaddiction" or "pseudo-addiction". Purdue has also agreed to identify custodians of responsive communications and search for documents to produce, relevant to "pseudoaddiction" or "pseudo-addiction". Therefore, Defendants' request to strike or modify is **sustained** subject to State producing future evidence sufficient to demonstrate failure to produce or to expand the scope of this RFP;

RFP No. 21 – Defendants' motion to strike or modify the undersigned's April 4, 2018 Order is **overruled**;

RFP No. 22 – Defendants' motion to strike or modify the undersigned's April 4, 2018 Order is **overruled**;

RFP No. 23 – Defendants' motion to strike or modify the undersigned's April 4, 2018 Order is **overruled**;

RFP No. 24 – This RFP does seek production of virtually every document and communication generated by potentially hundreds of individuals in Purdues' and other Defendants' departments responsible for scientific research, studies, journal articles, and/or clinical trials regarding opioids and/or pain treatment, including all drafts. This request is found to be overly broad and burdensome. Therefore, Defendants' motion to strike or modify this RFP is **sustained** and the April 4, 2018 ruling is **ordered** stricken and State's request to compel is **denied** in this RFP's current form;

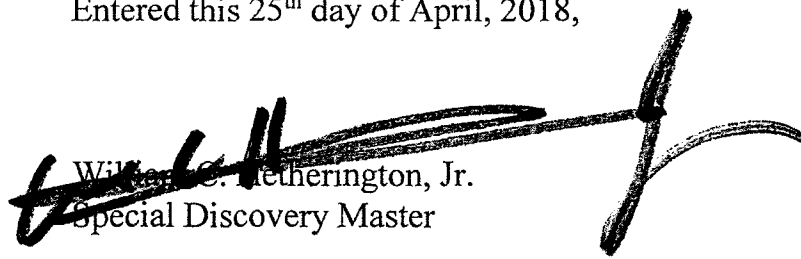
RFP No. 25 – Defendants' motion to strike or modify the undersigned's April 4, 2018 Order is **overruled**;

RFP No. 26 – Defendants' motion to strike or modify the undersigned's April 4, 2018 Order is **overruled**;

RFP No. 27 – Defendants' motion to strike or modify the undersigned's April 4, 2018 Order is **overruled**;

RFP No. 28 - Defendants' motion to strike or modify the undersigned's April 4, 2018 Order is **overruled**.

Entered this 25<sup>th</sup> day of April, 2018,

A large, dark, handwritten signature in black ink, appearing to read "William E. Hetherington, Jr.", is written over the typed name. The signature is stylized and extends across the width of the name.

William E. Hetherington, Jr.  
Special Discovery Master

**EXHIBIT B**

IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

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

Plaintiff, )

v. )

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

Defendants. )

Case No. CJ-2017-816

Honorable Thad Balkman

**AFFIDAVIT OF ROBERT S. HOFF**

1. My name is Robert S. Hoff. I am an attorney at Wiggin and Dana LLP, with an office located at Two Stamford Plaza, 281 Tresser Boulevard, Stamford, CT 06901.

2. Since approximately March 2017, I have represented Purdue Pharma L.P., Purdue Pharma Inc., and The Purdue Frederick Company Inc. (collectively, "Purdue") in legal matters relating to Purdue's manufacturing, promotion, marketing, and sale of opioid products. My work for Purdue has included overseeing discovery in this and numerous other matters.

3. I submit this affidavit in support of Purdue's Objection to Order on the State's Motion to Compel and Purdue's Motion to Strike (the "Discovery Order"). The statements herein are based on my personal knowledge or based on my review of documents and discussions with Purdue employees over the past year during which I have represented Purdue.

4. Among other things, the Special Discovery Master determined that the "likely relevant time period for discovery in this case is found to be from May 1, 1996." Purdue has been manufacturing, promoting, marketing, and selling opioid products since at least May 1, 1996. Purdue's opioids are its main products. Unlike other companies that might manufacture and sell opioids as one part of a broad roster of products, Purdue primarily sells opioids, and has done so since May 1, 1996. As discussed in more detail below, the State seeks a broad array of documents and communications across virtually every substantive area of Purdue's business, including marketing, sales, and scientific research. This means that, in order for Purdue to respond in full to the State's discovery requests dating back to May 1, 1996, it would have to perform searches and collections of hard copy and electronic documents across virtually every area of its business, with minor exceptions that are inapplicable here. Purdue would have to search archives, thousands of boxes, file folders, and cabinets. Purdue would also have to collect and review hard copy and electronic documents from hundreds of employees who have worked at Purdue over nearly 22 years.

5. For example, requests that impose an undue burden on Purdue, especially given the nearly 22-year time period now apparently at issue, include Request No. 6 for "all branded advertisement and/or marketing materials," including all drafts of such materials, and Requests No. 7 for all communications concerning such draft and final branded advertisement and marketing materials. Request Nos. 8 and 9 similarly ask for all final and draft unbranded



marketing materials and all communications concerning such materials. Purdue has been creating branded and unbranded marketing materials for nearly 22 years. It has had a marketing department during that entire time. These requests, collectively, likely require Purdue to collect, review, and produce every work-related email, electronic, and hard copy document, from every individual who worked in marketing for Purdue over the past nearly 22 years. Given that Purdue has been in the business of marketing opioids during that entire time period, Purdue anticipates that this includes hundreds of individuals who likely generated at least dozens of responsive documents and communications every day of their employment. In the short time period Purdue has had to respond to the State's Motion to Compel, it has identified more than 550 marketing employees who could have responsive documents. It is difficult to even estimate how much time and expense it would take for Purdue attorneys and staff to review documents from so many files, much less address the other components of the Special Master's Order.

6. As another example, Request No. 3 asks for "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." Because Purdue has been training and educating sales representatives throughout the time period ordered by the Special Discovery Master, this request seeks nearly 22 years' worth of training and educational materials. Many of the documents and other materials likely responsive to this request are no longer readily accessible at Purdue's premises. Purdue anticipates that its attorneys would have to search through and review hundreds of boxes, bins, or cabinets, including at offsite storage facilities, to locate responsive documents at substantial cost and time. Given the breadth of this request and the difficulty in

locating all responsive documents for the time period, it is difficult to quantify with specificity at this time how many boxes need to be searched, how many documents need to be reviewed, how many tapes and other media need to be restored, how many attorneys would need to review materials, how much time all this work would take, and how much of a cost Purdue will incur.

7. Similarly, Request No. 4 seeks “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.” This is another request that seeks materials that are, in many cases, not readily available, thus requiring broad, extensive searches through archives, boxes, bins, and cabinets.

8. Document Request No. 5 seeks “all Communications between medical liaisons employed, retained or funded by You and Healthcare Professionals, KOLs and Front Groups regarding opioids and/or pain treatment.” This request – which is not limited to Healthcare Professionals in Oklahoma – essentially asks Purdue for nearly 22 years' worth of communications with doctors and other professionals who have prescribed Purdue's opioids. Given that Purdue is in the business of manufacturing, promoting, and selling opioid medications, the volume of such communications will be overwhelming to collect, review, and produce at substantial cost to Purdue.

9. Each request for “all Communications,” including Request Nos. 13, 14, and 15, cause the same concerns. This includes communications with distributors of Purdue's opioids, pharmacies, other manufacturers, and third-party organizations. The State essentially seeks nearly 22 years' worth of communications across numerous areas of Purdue's business for which

hundreds of individuals worked over the years and for which millions of documents were generated.

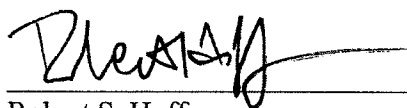
10. Yet another category of burdensome requests is Plaintiff's Request No. 23, which seek "all Documents concerning research conducted, funded, directed and/or influenced, in whole or in part, by You related to opioid risks and/or efficacy." Request No. 24 seeks "all internal Communications and Communications 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." Purdue has been conducting research concerning opioids since at least 1996. Therefore, these Requests seeks almost every document and communication generated by the hundreds of individuals in Purdue's departments responsible for scientific research.

11. Purdue already anticipates producing several millions of pages of documents at substantial burden, expense, and time even with a shorter time period in this case, such as its proposed time period of January 1, 2006 to the present. Expanding the time period to May 1, 1996 can have an overwhelming effect on Purdue given the extraordinary, seemingly limitless, reach of the requested material. The discovery costs that Purdue has incurred to date and will continue to incur in this and other litigations include the costs for several outside counsel who work almost exclusively on Purdue discovery matters, an e-discovery vendor that collects, hosts and produces millions of pages of documents for Purdue, and a team of dozens of contract attorneys who spend all day doing nothing but reviewing Purdue documents for production. Purdue will already have to continue to incur these costs because of this and other litigations, but in most other cases and matters, the time period for discovery has been limited in some way, such as 2006 to the present. Purdue has not been ordered to produce documents starting in 1996

in any other case. Requiring Purdue to expand its efforts to documents back to 1996, a time period for which many documents will not be readily accessible, will compound Purdue's legal fees and costs significantly.

Dated April 11, 2018

Respectfully submitted,



Robert S. Hoff

Subscribed and sworn to before me  
this 11<sup>th</sup> day of April, 2018.



Notary Public

My Commission Expires:

**My Commission Expires February 28, 2021**

**EXHIBIT C**

IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

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

Plaintiff,

vs.

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

Defendants'.

Case No. CJ-2017-816

Judge Thad Balkman

STATE OF OKLAHOMA } S.S.  
CLEVELAND COUNTY }

FILED

APR 04 2018

In the office of the  
Court Clerk MARILYN WILLIAMS

**ORDER OF SPECIAL DISCOVERY MASTER ON STATE'S FIRST  
MOTION TO COMPEL**

NOW on this 4<sup>th</sup> day of April, 2018, the above and entitled matter comes on for determination on State's first motion to compel. Having reviewed State's motion to compel, various Defendants' objections thereto, and hearing with argument having been held on March 29, 2018, the following **Orders** are entered:

1. Purdue's motion to strike is overruled.
2. It is the undersigned's understanding and belief that the scope of this motion to compel is limited to the State's requests for production (RFP)

- and any objected-to interrogatory to which an Order responsive to a specific RFP would determine;
3. The likely relevant time period for discovery in this case is found to be from May 1, 1996 to present, with Teva/Cephalon marketing time period beginning in 1999. Purdue's and Teva Defendants (to include the Acquired Actavis Entities) specific objections to Relevant Time Periods is overruled. The State has stipulated and agreed it will acknowledge and recognize as the Relevant Time Period any other Defendants' known start marketing date that may be later than May 1, 1996.
  4. Various Defendants' argument attempting to limit the scope of discovery based upon statutes of limitation is overruled.
  5. Purdue's objection/attempt to limit production relevant only to OxyContin or as to any Defendants' attempt to limit production to documents responsive only to FDA requests is overruled.
  6. Following the date of this Order, all parties shall specifically identify any production item by its best descriptive title in Order to preserve an objection to production. Failure to do so, may result in summary denial of an objection.
  7. The undersigned recognizes the discovery burden unique to this case and encourages the parties to further develop the "rolling basis" for production process by "meet and confer" in Order to lessen the burden and still employ an efficient discovery process that complies with discovery deadlines.

#### Requests For Production

- RFP No. 1 – State's motion to compel is sustained to the extent production shall include any information about public, nonpublic or confidential governmental investigations or regulatory actions pertaining to any Defendants that have been produced previously in any other case;
- RFP No. 2 – State's motion to compel is sustained with objections thereto overruled;
- RFP No. 3 – State's motion to compel is sustained with objections thereto overruled;
- RFP No. 4 – State's motion to compel is sustained with objections thereto overruled;
- RFP No. 5 – State's motion to compel is sustained with objections thereto overruled;

RFP No. 6 – State’s motion to compel is sustained with objections thereto overruled, except such production need not include any preliminary drafts of written materials;

RFP No. 7 – State’s motion to compel is sustained with objections thereto overruled;

RFP No. 8 – State’s motion to compel is sustained with all Defendants Ordered to produce any documentation evidence known to them supporting, promoting or seeking to “influence” the marketing of unbranded advertisements. Such production need not include any preliminary drafts;

RFP No. 9 – State’s motion to compel is sustained with objections thereto overruled;

RFP No. 10 – State’s motion to compel is sustained with objections thereto overruled;

RFP No. 11 – State’s motion to compel is sustained with objections thereto overruled;

RFP No. 12 – State’s motion to compel is sustained with objections thereto overruled;

RFP No. 13 – State’s motion to compel is sustained with objections thereto overruled;

RFP No. 14 – State’s motion to compel is sustained with objections thereto overruled;

RFP No. 15 – State’s motion to compel is sustained with objections thereto overruled;

RFP No. 16 – State’s motion to compel is sustained to the extent that all Defendants are Ordered to provide any documentation related to compensation or incentive plans for any sales representatives and/or sales managers, contractors or third-party sales representatives in Oklahoma responsible for the sale of opioids. The scope of this Order does not include any other personal, sensitive and confidential information that is not related to or relevant to incentive sales plans;

RFP No. 17 – State’s motion to compel is sustained with objections thereto overruled;

RFP No. 18 – State’s motion to compel is sustained with objections thereto overruled;

RFP No. 19 – State’s motion to compel is sustained to the extent that Defendants are Ordered to produce call notes, field contact reports, medical services correspondence, if any, with Oklahoma health care professionals and pharmacies, all other communications with Oklahoma health care professionals and pharmacies involving medical liaisons and managed-care account executives. Purdue shall produce a report of Oklahoma prescribers



who are identified as part of Purdue's "Abuse and Diversion Detection Program" (ADD) with notations as to those placed on the "no call" or "region zero" list. Purdue is Ordered to produce documents from the "ADD program" files of Oklahoma prescribers on the "ADD list" and documents from the Order Monitoring System Program, MedWatch reports, Clinical Supply Product Complaint reports and any product complaint reports related to Purdue marketed opioids.

RFP No. 20 – State's motion to compel is sustained with objections thereto overruled;

RFP No. 21 – State's motion to compel is sustained to the extent that all Defendants are Ordered to produce all documents concerning "CME's" sponsored by any Defendant in whole or in part related to opioids and/or pain treatment held in Oklahoma. Production shall include a list of promotional speaker programs, product theaters, and other promotional programs related to any marketed opioids or disease awareness to include all attendee and presenter lists, dates and locations for events, final training and presentation materials for any such CMEs put on, sponsored or promoted by any Defendant herein;

RFP No. 22 – State's motion to compel is sustained with objections thereto overruled;

RFP No. 23 – State's motion to compel is sustained to the extent that all Defendants are Ordered to produce all documents (not limited to a bibliography), if any, concerning all opioid research conducted, commissioned, sponsored, funded or promoted by any Defendant. Purdue shall also and in addition to, produce the "New Drug Application" files regarding the original formulation of OxyContin and the abuse-deterrent reformulation of OxyContin which contain documents that analyze or discuss risks and benefits associated with those particular medications. This Order also encompasses an Order to produce all documents purporting to show any opioids to be addictive, highly addictive or addiction occurs in greater than 1% of patients being treated with opioids; nonaddictive, virtually nonaddictive or addiction occurs in less than 1% of patients being treated with opioids;

RFP No. 24 – State's motion to compel is sustained to the extent that all Defendants shall produce all internal communications and communications between them and any third parties concerning research, studies, Journal articles, and/or clinical trials regarding opioids and/or pain treatment. Such production need not include preliminary drafts of such communications;

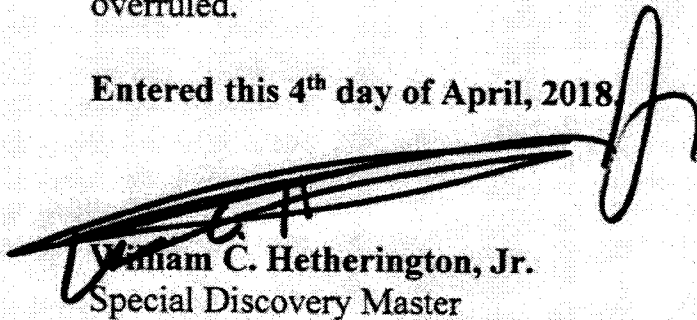
RFP No. 25 – State's motion to compel is overruled with a finding that this RFP is covered within the scope of the Order in RFP No. 23;

RFP No. 26 – State’s motion to compel is overruled with the finding that this RFP is covered within the scope of the Order in RFP No.23;

RFP No. 27 – State’s motion to compel is sustained to the extent that this RFP is not covered in RFP No. 19 as it relates to Purdue and OxyContin abuse and diversion programs;

RFP No. 28 - State’s motion to compel is sustained with objections thereto overruled.

Entered this 4<sup>th</sup> day of April, 2018.



William C. Hetherington, Jr.  
Special Discovery Master

**EXHIBIT D**

**IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA**

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

Plaintiff,

vs.

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

Defendants.

Case No. CJ-2017-816  
JURY TRIAL DEMANDED

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

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

### INSTRUCTIONS AND DEFINITIONS

#### SPECIFIC DEFINITIONS

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

- a. The words "You" or "Your" or "Defendants" or "Purdue" (as separately defined below) means the Purdue Defendants in this litigation: Purdue Pharma L.P., Purdue Pharma Inc., and the Purdue Frederick Company.
- b. "CME" means Continuing Medical Education.
- c. "Front Groups" means any and all non-profit organizations, trade associations, trade groups, or third-party organizations related to opioid use and/or pain treatment including, without limitation, the: American Pain Foundation ("APF"), American Academy of Pain Medicine ("AAPM"), American Pain Society ("APS"), American Geriatrics Society ("AGS"), Federation of State Medical Boards ("FSMB"), American Chronic Pain Association ("ACPA"), American Society of Pain Education ("ASPE"), National Pain Foundation ("NPF"), Pain & Policy Studies Group ("PPSG"), and Pain Care Forum ("PCF").

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

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

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

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

g. “PBM” means any pharmacy benefits manager.

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

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

GENERAL DEFINITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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



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

- g. "Including" means "including, but not limited to."
- h. "Person" means, without limiting the generality of its meaning, natural persons, groups of natural persons (such as a committee or board of directors), corporations, partnerships, associations, joint ventures, and any other incorporated or unincorporated business, governmental, public, or social entity.
- i. "Relate" and "relating to" mean to be legally, logically, factually, or in any way connected to, in whole or in part, the matter discussed.
- j. Documents not otherwise responsive to this discovery request shall be produced if such documents mention, discuss, refer to, or explain the documents that are called for by this discovery request.
- k. Documents attached to each other should not be separated.
- l. The fact that a document is produced by another party does not relieve You of the obligation to produce Your copy of the same document, even if the two documents are identical.
- m. In producing documents and other materials, You are requested to furnish all documents or things in Your possession, custody or control, regardless of whether such documents or materials are possessed directly by You or Your directors, officers, agents, employees, representatives, subsidiaries, managing agents, affiliates, accountants, investigators, or by Your attorneys or their agents, employees, representatives or investigators.
- n. When asked to identify a document, please state the location, length, date, authors, signatories, and content of the original and identify the person presently in charge of its custody and maintenance. If there are copies of the document that are not identical to the original, explain how the copies differ from the original with respect to the characteristics enumerated in the previous sentence. If any person received the original or any copy (whether or

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

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

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

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

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

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

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

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

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

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

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

#### SPECIFICATIONS FOR ELECTRONIC DISCOVERY

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

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

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

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

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

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

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

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

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

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

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

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

#### **REQUESTS FOR PRODUCTION**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## INTERROGATORIES

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

- a. selling, advertising, and/or marketing opioids;
- b. communicating with Healthcare Professionals, Front Groups and KOLs regarding opioids;
- c. training any employees, contractors or third-party sales representatives responsible for selling, advertising, and/or marketing opioids;
- d. training any employees, contractors or third-party sales representatives responsible for communication with Healthcare Professionals, Front Groups and KOLs regarding opioids;
- e. testing, researching, and/or studying the risks of opioids; and
- f. testing, researching, and/or studying the benefits of opioids.

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

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

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

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

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

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

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

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


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

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

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

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

Dated: August 3, 2017.



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**ATTORNEYS FOR PLAINTIFF**

**CERTIFICATE OF SERVICE**

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

  
Michael Burrage