



IN THE DISTRICT COURT OF CLEVELAND COUNTY Document split into multiple parts
STATE OF OKLAHOMA

PART B

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 } S.S.
CLEVELAND COUNTY }

FILED

MAY 09 2018

In the office of the
Court Clerk MARILYN WILLIAMS

Case No. CJ-2017-816

Honorable Thad Balkman

Continuation of:

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

EXHIBIT E

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

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

Plaintiff,

v.

PURDUE PHARMA, L.P., et al.,

Defendants.

Case No. CJ-2017-816

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

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

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

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

**GENERAL OBJECTIONS AND OBJECTIONS TO
DEFINITIONS AND INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SPECIFIC RESPONSES AND OBJECTIONS TO DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

**SPECIFIC RESPONSES AND OBJECTIONS TO
FIRST SET OF REQUESTS FOR PRODUCTION**

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

Document Request No. 1:

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

Response to Document Request No. 1:

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

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

Document Request No. 2:

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

Response to Document Request No. 2:

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

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

Document Request No. 3:

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

Response to Document Request No. 3:

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

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

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

Document Request No. 4:

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

Response to Document Request No. 4:

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

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

Document Request No. 5:

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

Response to Document Request No. 5:

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

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

Document Request No. 6:

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

Response to Document Request No. 6:

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

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

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

Document Request No. 7:

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

Response to Document Request No. 7:

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

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

Document Request No. 8:

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

Response to Document Request No. 8:

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

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

Document Request No. 9:

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

Response to Document Request No. 9:

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

Document Request No. 10:

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

Response to Document Request No. 10:

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

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

Document Request No. 11:

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

Response to Document Request No. 11:

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

Document Request No. 12:

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

Response to Document Request No. 12:

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

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

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

Document Request No. 13:

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

Response to Document Request No. 13:

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

Document Request No. 14:

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

Response to Document Request No. 14:

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

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

Document Request No. 15:

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

Response to Document Request No. 15:

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

Document Request No. 16:

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

Response to Document Request No. 16:

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

Document Request No. 17:

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

Response to Document Request No. 17:

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

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

Document Request No. 18:

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

Response to Document Request No. 18:

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

Document Request No. 19:

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

Response to Document Request No. 19:

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

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

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

Document Request No. 20:

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

Response to Document Request No. 20:

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

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

Document Request No. 21:

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

Response to Document Request No. 21:

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

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

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

Document Request No. 22:

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

Response to Document Request No. 22:

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

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

Document Request No. 23:

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

Response to Document Request No. 23:

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

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

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

Document Request No. 24:

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

Response to Document Request No. 24:

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

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

Document Request No. 25:

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

Response to Document Request No. 25:

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

Document Request No. 26:

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

Response to Document Request No. 26:

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

Document Request No. 27:

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

Response to Document Request No. 27:

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

Document Request No. 28:

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

Response to Document Request No. 28:

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

**SPECIFIC RESPONSES AND OBJECTIONS TO
FIRST SET OF INTERROGATORIES**

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

Interrogatory No. 1:

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

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

Response to Interrogatory No. 1:

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

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

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

Interrogatory No. 2:

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

Response to Interrogatory No. 2:

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

Interrogatory No. 3:

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

Response to Interrogatory No. 3:

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

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

Interrogatory No. 4:

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

Response to Interrogatory No. 4:

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

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

Interrogatory No. 5:

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

Response to Interrogatory No. 5:

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

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

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

Interrogatory No. 6:

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

Response to Interrogatory No. 6:

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

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

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

Interrogatory No. 7:

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

Response to Interrogatory No. 7:

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

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

Interrogatory No. 8:

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

Response to Interrogatory No. 8:

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

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

Interrogatory No. 9:

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

Response to Interrogatory No. 9:

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

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

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

Interrogatory No. 10:

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

Response to Interrogatory No. 10:

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

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

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

Interrogatory No. 11:

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

Response to Interrogatory No. 11:

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

Interrogatory No. 12:

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

Response to Interrogatory No. 12:

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

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

Interrogatory No. 13:

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

Response to Interrogatory No. 13:

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

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

Dated: December 13, 2017

By: 

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IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

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

Plaintiff,

v.

PURDUE PHARMA, L.P., et al.,

Defendants.

Case No. CJ-2017-816

VERIFICATION

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


Edward Mahony

Subscribed and sworn before me

This 13 day of December, 2017



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

CERTIFICATE OF SERVICE

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

Mike Hunter
Abby Dillsaver
Ethan A. Shaner
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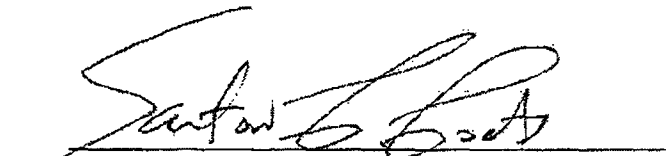

Sanford C. Coats

EXHIBIT F

**UNITED STATES DISTRICT COURT
FOR THE Northern District of Illinois – CM/ECF LIVE, Ver 6.1.1.2
Eastern Division**

City Of Chicago

Plaintiff,

v.

Case No.: 1:14-cv-04361
Honorable Jorge L. Alonso

Janssen Pharmaceuticals Inc., et al.

Defendant.

NOTIFICATION OF DOCKET ENTRY

This docket entry was made by the Clerk on Monday, August 21, 2017:

MINUTE entry before the Honorable Young B. Kim: Motion hearing held. For the reasons stated in open court, Plaintiff's motion to compel [586] is granted. The motion is granted only to the extent that for the opioid products at issue in this litigation that the FDA approved or Defendants acquired prior to January 1, 2004, the time period for responding to Plaintiffs discovery requests for marketing plan documents, communications related to marketing plans, sales training materials, and marketing materials shall start on January 1, 2004. Defendants must also provide their products' launch plans and communications relating to the launch plans. For the opioid products that the FDA approved or Defendants acquired after January 1, 2004, the time period for responding to Plaintiffs discovery requests for marketing plan documents, communications related to marketing plans, sales training materials, and marketing materials shall start one year prior to the product's approval or acquisition date. Defendants (including Endo to the extent that it has agreed to produce documents), shall have until October 23, 2017, to comply with this order. A status hearing is scheduled for October 23, 2017, at 2:00 p.m. by phone for an update on written discovery. The conference call number for the status hearing is (877) 336-1839 and the passcode is 4333213. Mailed notice (ma,)

ATTENTION: This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at www.ilnd.uscourts.gov.

EXHIBIT G

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 }
CLEVELAND COUNTY } S.S.

FILED

DEC 06 2017

In the office of the
Court Clerk MARILYN WILLIAMS

ORDER

The State and the Defendants appear by counsel for oral arguments on Defendants' Motions to Dismiss and Motion to Stay. After review of the briefs and oral arguments from the parties, the 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.

The parties are to appear and enter a scheduling order on January 11, 2018 at 10:00am.



Thad Balkman, District Judge

CERTIFICATE OF SERVICE

This is to certify that on the 6th day of December, 2017, a true and correct copy of the above and foregoing instrument was delivered via First Class U.S. Mail, Postage Prepaid thereon to the following:

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