



IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

STATE OF OKLAHOMA } S.S.  
CLEVELAND COUNTY }  
**FILED** In The  
Office of the Court Clerk

APR 02 2019

In the office of the  
Court Clerk MARILYN WILLIAMS

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

**ORDER AMENDING THE MARCH 26, 2019 CONSENT JUDGMENT  
AS TO THE PURDUE DEFENDANTS**

COMES NOW, the Plaintiff, the State of Oklahoma *ex rel.* Attorney General Mike Hunter, (the "State of Oklahoma" or "State") and Defendants Purdue Pharma L.P., Purdue Pharma Inc., and the Purdue Frederick Company Inc. (collectively, "Purdue"), to jointly move this Court for an Order Amending the March 26, 2019, Consent Judgment as to the Purdue Defendants.

WHEREAS the State and Purdue entered into a Settlement Agreement on March 26, 2019 (the "Settlement Agreement");

WHEREAS this Court entered a Consent Judgment as to the Purdue Defendants on March 26, 2019 (the "Consent Judgment");

WHEREAS the State and Purdue amended the Settlement Agreement on April 2, 2019 (the "Amendment");

**NOW THEREFORE**, upon consideration of the parties' joint motion, the facts and arguments presented therein, and the consent of the Parties hereto, and pursuant to the Court's term-time power codified in 12 O.S. § 1031.1, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

The last sentence in Section 4.1(b) from the Consent Judgment is stricken as set forth below:

~~At any time prior to drawing on the Purdue Payments Letter of Credit, the Attorney General, in his sole discretion, shall have the right to waive the requirement of the posting of the Purdue Payments Letter of Credit, in which case the Purdue Payments shall be due and payable directly by Purdue to the payees identified in Section 4.1(a) above within one (1) business day after receipt of the Attorney General's written waiver.~~

Further, the stricken last sentence in Section 4.1(b) from the Consent Judgment is replaced with the following sentence:

On or prior to the date that is five (5) business days after the Execution Date, the Attorney General, in his sole discretion, shall have the right to waive the requirement of the posting of the Purdue Payments Letter of Credit, in which case the Purdue Payments shall be, in the Attorney General's sole discretion, paid directly by Purdue to the payees identified in Section 4.1(a) above or placed into escrow pursuant to an escrow agreement previously provided to the Attorney General for the benefit of such payees, within one (1) business day after receipt of the Attorney General's written waiver.

Further, the last sentence in Section 4.1(e) from the Consent Judgment is stricken as set forth below:

~~At any time prior to drawing on the Donation Payments Letter(s) of Credit, the Attorney General, in his sole discretion, shall have the right to waive the requirement of the posting of the Donation Payments Letter of Credit, in which case the Donation Payments shall be placed into escrow pursuant to an escrow agreement and an escrow agent, in each case, acceptable to the Attorney General.~~

Further, the stricken last sentence in Section 4.1(e) from the Consent Judgment is replaced with the following sentence:

On or prior to the date that is five (5) business days after the Execution Date, the Attorney General, in his sole discretion, shall have the right to waive the requirement of the posting of the Donation Payments Letter(s) of Credit, in which case the Donation Payments shall be placed into escrow pursuant to an escrow agreement previously provided to the Attorney General within one (1) business day after receipt of the Attorney General's written waiver.

Except as amended and superseded by this Order, the Consent Judgment and the Settlement Agreement shall remain in full force and effect and shall continue to bind the parties thereto. References in the Consent Judgment to the "Consent Judgment" will be deemed to refer to the Consent Judgment as amended by this Order. References in the Consent Judgment to "this Agreement" or "the Settlement Agreement" will be deemed to refer to the Settlement Agreement as amended by the Amendment.

**IT IS SO ORDERED.**

DATED this 2 day of April, 2019.

  
DISTRICT JUDGE

**APPROVED AS TO FORM:**

FOR THE STATE OF OKLAHOMA  
*ex rel.* Mike Hunter, Attorney General



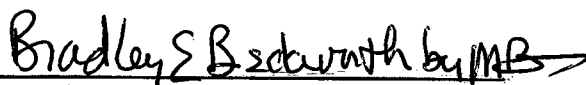
Dated: 4/2/19

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**APPROVED AS TO FORM:**

FOR DEFENDANTS PURDUE PHARMA  
L.P., PURDUE PHARMA INC., AND  
THE PURDUE FREDERICK COMPANY INC.



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Dated: April 2, 2019