



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.

For Judge Balkman's  
Consideration

STATE OF OKLAHOMA  
CLEVELAND COUNTY } S.

FILED

APR 23 2019

In the office of the  
Court Clerk MARILYN WILLIAMS

Case No. CJ-2017-816  
Honorable Thad Balkman

William C. Hetherington  
Special Discovery Master

DEFENDANTS TEVA PHARMACEUTICALS USA, INC.,  
CEPHALON, INC., WATSON LABORATORIES, INC., ACTAVIS LLC,  
AND ACTAVIS PHARMA, INC., f/k/a WATSON PHARMA, INC.'S  
MOTION FOR SUMMARY JUDGMENT AND BRIEF IN SUPPORT

DOCUMENTS SEALED PER COURT ORDER  
DATED APRIL 16, 2018  
THAD BALKMAN DISTRICT JUDGE

—CONFIDENTIAL—  
TO BE FILED ONLY UNDER SEAL

Part J

# EXHIBIT 66

1                   IN THE DISTRICT COURT FOR CLEVELAND COUNTY

2                                   STATE OF OKLAHOMA

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

6                                   Plaintiff, )

7                   -vs- )       -No. CJ-2017-816

8   PURDUE PHARMA, L.P., et al., )

9                                   Defendants. )

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REPORTED BY:   KIMI GEORGE, CSR

1 Q. Okay. Okay. But you think Teva USA, who's  
2 sued separately from Cephalon in the case, is  
3 responsible for criminal conduct that had nothing to  
4 do with --

5 A. You're asking me --

6 MR. PATE: Object to the form. Hold on,  
7 Dr. Kolodny.

8 A. I think --

9 MR. PATE: Dr. Kolodny, make sure I get a  
10 chance to object before you start answering, okay?  
11 Object to form. It misstates testimony. Go ahead.

12 A. I think you are asking me a legal question  
13 that I'm not able to answer.

14 BY MR. BARTLE:

15 Q. Do you know who purchased Cephalon?

16 A. I believe Teva purchased Cephalon.

17 Q. Which Teva?

18 A. I --

19 MR. PATE: Object to form.

20 A. I don't know.

21 Q. Do you know what medicines Watson  
22 Laboratories -- opioid medicines Watson Laboratories  
23 manufactures?

24 MR. PATE: Object to form.

25 A. I'm aware of some of them. I have a list of

1 medications.

2 THE WITNESS: Sir, if you could help me?

3 MR. PATE: Yes.

4 THE WITNESS: Thank you.

5 MR. PATE: Is that what you're looking for,  
6 Dr. Kolodny?

7 MR. BARTLE: We'll mark this as --

8 THE WITNESS: Yes, thank you.

9 MR. BARTLE: Mark this as Exhibit 1. Do you  
10 have another copy for the court reporter?

11 MR. PATE: You can mark his.

12 (Kolodny Exhibit 1 was marked.)

13 A. So, I can't tell you specifically every  
14 opioid that Watson manufactures as distinct from  
15 Teva. I can tell you which opioids I believe Watson  
16 manufactures. The list I have doesn't differentiate  
17 Teva and Watson as --

18 BY MR. BARTLE:

19 Q. Who created this list? Did you create this  
20 list?

21 A. I believe this list was an exhibit in a  
22 deposition of a Teva representative.

23 Q. Okay. So you don't know which of these  
24 opioids on this Exhibit 1 were manufactured by Watson  
25 Laboratories, do you?

1 MR. PATE: Object to form.

2 A. No, I don't know which opioids were  
3 specifically manufactured by Watson.

4 Q. Do you know which opioids were manufactured  
5 by Actavis LLC?

6 A. I don't know which were specific to Actavis.  
7 I do believe that Actavis purchased King and that  
8 King manufactured Kadian, which is a morphine  
9 product.

10 Q. You say that Actavis LLC purchased King?

11 A. I believe so.

12 Q. Do you know that?

13 A. I'm not certain of that.

14 Q. Which of these pharmaceuticals on this list  
15 were manufactured by Actavis Pharma, Inc.?

16 A. I can't say for certain, and I -- I don't  
17 want to speculate.

18 Q. Which pharmaceuticals on this list were  
19 manufactured by Teva Pharmaceuticals USA, Inc.?

20 A. Well, I believe that Teva -- my  
21 understanding is that Teva is manufacturing all of  
22 these products.

23 Q. Do you know that?

24 MR. PATE: Object to form.

25 A. I don't --

1           Q.     If I'm the State of Oklahoma, by your  
2 testimony, Doctor, do you know that Teva  
3 Pharmaceuticals, Inc. manufactured all the -- all the  
4 pharmaceuticals listed on your Exhibit 1?

5           A.     I don't believe --

6                   MR. PATE: Object to form, misstates his  
7 testimony. He already testified that this  
8 was provided to us during your corporate  
9 representative's deposition, by you, which you know,  
10 Harvey.

11          A.     So, assuming that you provided us with  
12 accurate information, then this should include all of  
13 the opioids that Teva manufactures.

14          Q.     All of them are on this list?

15          A.     I believe so.

16          Q.     Did you -- did you do any independent  
17 investigation prior to today to determine what  
18 opioids Watson Laboratories, Inc., manufactures?

19          A.     I reviewed --

20                   MR. PATE: Object to form.

21          A.     I reviewed this list.

22          Q.     Did you do any independent investigation for  
23 today to determine what opioids Actavis LLC  
24 manufactures?

25                   MR. PATE: Object to form.

1 Q. Yes.

2 A. I don't believe these documents say Teva on  
3 them.

4 Q. All right. When you talked to Dr. Scott  
5 Anthony, did he tell you he relied upon -- he heard  
6 any of these statements made in Exhibits 7, 8, 9, 10,  
7 11, or 12?

8 A. I don't recall my specific conversation with  
9 Dr. Anthony about the specific false statements in  
10 Teva documents.

11 Q. Did he say that he relied upon any statement  
12 by Teva in issuing a prescription? Did he say he  
13 relied upon any statement by Cephalon in issuing a  
14 prescription --

15 A. You're asking --

16 Q. -- Opioid?

17 A. You're -- you're --

18 MR. PATE: Hold on. Let's make sure he  
19 finishes his question. Object to form. Go ahead,  
20 Doctor.

21 A. I think you're asking a question that, if I  
22 were to answer, it would be misleading to a jury.  
23 You're asking about a specific doctor and how that  
24 doctor was influenced. And as I explained, the way  
25 that your client and other opioid manufacturers



1 influenced prescribing, changed the culture of opioid  
2 prescribing in the state of Oklahoma goes beyond the  
3 interaction of a single company with a single  
4 prescriber.

5 So, for example, I read from a document by  
6 Teva stating that, "If a patient asks whether or not  
7 they can get addicted, the answer is no. That  
8 patient may or may not -- the person calling and  
9 asking, "Is Actiq addictive? Can I get addicted to  
10 Actiq," and is told by Teva, no, they will not get  
11 addicted, or is told, "Opioids are not addictive,"  
12 or, "Opioids rarely cause addiction," that individual  
13 could have wound up getting addicted to a pill  
14 manufactured by Watson or a pill manufactured by  
15 Purdue or by J&J or any other company. It really --

16 See, this was all about more or less  
17 poisoning the -- the pond. And so, you know, if  
18 someone drinks from this poisoned pond, to trace the  
19 poison that -- to a particular company or a  
20 particular interaction, it becomes impossible. Your  
21 client engaged in a multifaceted campaign that  
22 changed the way the medical community viewed these  
23 products.

24 So, if -- if a doctor in the state of  
25 Oklahoma overprescribed any opioid, even if they were

1 influenced by -- by Cephalon and they prescribed  
2 OxyContin because of that influence, it doesn't make  
3 a difference what they ultimately prescribed or what  
4 opioid ultimately kills the patient, they all  
5 participated in this campaign.

6 Q. Let me get back to my question. Did --

7 MR. PATE: You need to stop laughing, Brian.

8 Q. Did Dr. Anthony --

9 MR. PATE: If you're going to keep laughing  
10 during the deposition, you're going to leave.

11 MR. ERCOLE: Well, I'm still --

12 MR. PATE: I'm going to state --

13 MR. ERCOLE: -- representative --

14 MR. PATE: I'm going to state here --

15 MR. ERCOLE: -- of the State of Oklahoma.

16 MR. PATE: I'm going to state here --

17 He's testifying about the opioid epidemic.

18 You're not going to raise your voice at me.

19 MR. ERCOLE: Well, don't raise your -- don't  
20 raise your voice at me either.

21 MR. PATE: My voice is not raised.

22 MR. ERCOLE: The Doctor has -- We're going  
23 to be here --

24 MR. PATE: I just said stop laughing --

25 MR. ERCOLE: We're going to -- we're going

# EXHIBIT 67

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STATE OF OKLAHOMA

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

Plaintiff, )

vs. )

Case No. CJ-2017-816

- (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. )

**TRANSCRIPT OF PROCEEDINGS**  
**HAD ON AUGUST 30, 2018**  
**AT THE CLEVELAND COUNTY COURTHOUSE**  
**BEFORE THE HONORABLE THAD BALKMAN**  
**DISTRICT JUDGE**

REPORTED BY: ANGELA THAGARD, CSR, RPR

1 prohibition that came after it. But a lot of what happened  
2 with those laws was unnecessary by that time because we had  
3 educated the public and doctors about the dangers associated  
4 with opioid addiction and abuse and misuse.

5 One of the things that had to happen was not only that we  
6 educated doctors, but that folks that had been prescribing and  
7 giving away those types of drugs had to get out of the system,  
8 and we had to have different, better educated, and differently  
9 educated folks come into the system and understand that this  
10 was not the way to treat pain in this country.

11 From 1915 to 1996, we didn't have this problem. The  
12 opioid epidemic had been discovered and it had been caged and  
13 it was not a problem. Yes, we had some heroin. Yes, we had  
14 some Oxycodone related issues; percodan -- or percocet created  
15 some problems. But we didn't have a widespread opioid  
16 epidemic. We didn't.

17 1996, Purdue let the lion out of the cage, and it has run  
18 wild and it has destroyed parts of this country state by state.  
19 And you can watch it move across the map on a timeline and see  
20 how it got here. But that's what happened.

21 You can trace it to a very specific point in time, and  
22 that is when OxyContin was brought to market and promoted in an  
23 aggressive, concentrated, and targeted way to consumers and  
24 doctors, practitioners, prescribers, and pharmacists across  
25 this country. That's what happened. That's what we're dealing

1 with.

2 And so this case on the nuisance claim will be very  
3 simple. Is there a crisis; does it affect the public health.  
4 Does it affect the public at large, and did the defendants  
5 commit some unlawful act that got us there.

6 But that unlawful act doesn't have to be intent and it  
7 doesn't have to be fraud and it doesn't require reliance and it  
8 doesn't require clear and convincing evidence. And it really  
9 is that simple. I'm not saying the case is simple. It's not.  
10 It is complex and it is hard.

11 And I'll just leave you with this. We've heard a lot  
12 about Tobacco because it was a very important case. As  
13 Mr. Brody talked about, I think he worked at the Department of  
14 Justice during part of their Tobacco endeavors. It's been an  
15 important part of my life and our firm.

16 But hearing somebody that wasn't involved in that case  
17 talk about what actually happened there is kind of like yogi  
18 bear used to say, it's deja vu all over again. Judge Folsom  
19 trifurcated that case.

20 If you look at that order, what he said about Rule 42(B)  
21 is it provides a very important mechanism that is desperately  
22 needed in this day of complex litigation. That was in 1997.  
23 That was one year after Purdue let the lion out of the cage.  
24 There is a lot that has happened since then.

25 And there are courts, state courts and federal courts

1 across this country, who have relied upon whatever their  
2 version of what this rule is to bifurcate trials, whether by  
3 claim or by issue.

4 I would submit to the Court that this can be done. I  
5 would submit to the Court that it should be done. And I would  
6 submit to the Court that one of the great powers you'll have,  
7 if you choose to use one jury for this, is that -- we talk  
8 about efficiency and economy and witnesses, you know. You have  
9 the power to control us as lawyers and the parties on how we  
10 present our claims and facts to a jury.

11 And if we get to the second phase and issues have been  
12 decided or facts that you've already seen, your Honor,  
13 presented to the jury, and you understand them better, the same  
14 jury is sitting there and they've already heard it, I think you  
15 will be able to narrow quite heavily how and what is presented  
16 to the jury as we go forward with those other issues.

17 So I don't mean to say it's simple in the sense that it's  
18 not important, and this is a heavy issue. It is. But I think  
19 putting this nuisance claim out on its own in the phase 1 is  
20 the right way to go. Thank you, your Honor.

21 THE COURT: Thank you, Mr. Beckworth.

22 Go ahead.

23 MR. BRODY: Can I just make one point in response,  
24 and it's a very simple point, your Honor. The mere fact that  
25 elements may vary from count to count makes no difference for

# EXHIBIT 68



1 IN THE DISTRICT COURT OF CLEVELAND COUNTY

2 STATE OF OKLAHOMA

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

6 Plaintiff, )

7 vs. )

Case No. CJ-2017-816

- 8 (1) PURDUE PHARMA L.P.; )
- 9 (2) PURDUE PHARMA, INC.; )
- 10 (3) THE PURDUE FREDERICK )
- 11 COMPANY; )
- 12 (4) TEVA PHARMACEUTICALS )
- 13 USA, INC; )
- 14 (5) CEPHALON, INC.; )
- 15 (6) JOHNSON & JOHNSON; )
- 16 (7) JANSSEN PHARMACEUTICALS, )
- 17 INC.; )
- 18 (8) ORTHO-McNEIL-JANSSEN )
- 19 PHARMACEUTICALS, INC., )
- 20 n/k/a JANSSEN PHARMACEUTICALS; )
- 21 (9) JANSSEN PHARMACEUTICA, INC.)
- 22 n/k/a JANSSEN PHARMACEUTICALS, )
- 23 INC.; )
- 24 (10) ALLERGAN, PLC, f/k/a )
- 25 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. )

**PORTIONS OF TRANSCRIPT MAY BE COVERED UNDER PROTECTIVE ORDER  
 TRANSCRIPT OF PROCEEDINGS  
 HAD ON NOVEMBER 29, 2018  
 AT THE CLEVELAND COUNTY COURTHOUSE  
 BEFORE THE HONORABLE THAD BALKMAN, DISTRICT JUDGE  
 AND WILLIAM C. HETHERINGTON, JR.,  
 RETIRED ACTIVE JUDGE AND SPECIAL DISCOVERY MASTER**

REPORTED BY: ANGELA THAGARD, CSR, RPR

1 every smoker in the state, are you going to call every one of  
2 their doctors. And the same arguments were made there. How  
3 are we going to try this case, you know, if we don't question  
4 every smoker; you know, if they had been warned, would they  
5 have smoked, would they have not, et cetera.

6 Same arguments, and it was rejected, and it was rejected  
7 because of the same reasons. And they -- the State of Texas,  
8 just like the State of Oklahoma, has the right to prove their  
9 case by statistical sampling, and that's what we intend to do.

10 If it's okay with the Court, I'll turn over and let  
11 Mr. Duck finish the rest of this very briefly.

12 THE COURT: Sure.

13 MR. WHITTEN: Thank you, your Honor.

14 MR. DUCK: Good morning, Judge.

15 THE COURT: Good morning.

16 MR. DUCK: Trey Duck for the State.

17 I want to cover a few entirely separate points from the  
18 ones Mr. Whitten covered and also add some context to a couple  
19 of the general points he made, because I'm the person who is  
20 actually dealing with a lot of the data that's been requested  
21 here and some of the other documents that we have been  
22 requested to produce and that we have already produced.

23 But first, Judge, I would like to talk about one point  
24 that Mr. Brody made, which was that they need to see all of  
25 this data to determine whether or not a patient received a

1 specific drug from a specific defendant because the drugs are  
2 different and they're used for different things, et cetera.

3 Judge, that entirely misses the point about what this  
4 lawsuit is about. The State has alleged that these defendants  
5 engaged in a massive, widespread covert conspiracy to increase  
6 prescribing of opioids generally.

7 So what does that mean? What will we present to a jury  
8 here in this courtroom? Well, boiled down to its essence, it  
9 means that we've got evidence, and we can show that Teva,  
10 through its marketing, caused prescriptions of OxyContin, which  
11 Teva doesn't even manufacture; and Janssen, who makes  
12 Duragesic, caused prescriptions of Cephalon's drugs, like  
13 Fentora, because they all conspired together to promote opioids  
14 in general. And they did this by using unbranded marketing.

15 They didn't just use branded marketing promoting their  
16 drugs specifically. They sent things into this state. They  
17 spoke to doctors directly in this state about using opioids.  
18 And their number one message was: These drugs are not  
19 dangerous, and they are the best pain relievers in the world.

20 We now know all of it was a lie. We now know that doctors  
21 began prescribing these because of what the defendants told  
22 them, and they prescribed opioids generally. That is why, your  
23 Honor, we have taken the approach that we've taken to prove  
24 this case on an aggregate model; to show damages on an  
25 aggregate scale. It's the only way that what defendants did

1 makes sense in this case and how to present it. And that's  
2 what we're going to do.

3 Judge, how they target doctors, they used what we've  
4 referred to throughout the day as IMS data. IMS is a private  
5 company that collects data from pharmacies about prescriptions.  
6 Purdue is owned by the Sackler family. The Sackler family  
7 helped start IMS. They still are partners in IMS, and they  
8 benefit from the profits that IMS makes. That's what we've  
9 read.

10 So Judge, this is a massive conspiracy. They take this  
11 data. They then target prescribers. They go after the ones  
12 who are already high prescribers, and they ask them to  
13 prescribe their drugs. Now, these prescribers prescribe a wide  
14 variety of different drugs. Some for the reasons they're  
15 indicated for, some for the reasons they're not indicated for.  
16 And there is a mixture, a cocktail, of all these opioids that  
17 all of these defendants have saddled the State with, and they  
18 all did it together. And we can show that.

19 Judge, they can contact these doctors if they want to.  
20 They're already doing it right now. Purdue stopped in 2018,  
21 but they contact doctors right now. They've got information  
22 that we don't have about doctors. We don't have IMS data.  
23 It's expensive. They've got it.

24 So what can they do if they've got doctors' names.  
25 They've already got them. They can call doctors, and they can

1 say, Doctor, did you know that the State of Oklahoma has filed  
2 a lawsuit against us; they're wanting to cut down on opioid  
3 prescriptions, they think you've been overprescribing, would  
4 you be willing to help us. And by the way, Doctor, do you have  
5 some patients, some good pain patients, that you think could be  
6 advocates for us that would waive their HIPAA protections and  
7 come in and testify about how good these drugs are. Could you  
8 do that for us, Doctor?

9 The defendants are free to do that. They can subpoena  
10 doctors. They can call doctors. They can get their hands on  
11 this information.

12 How do we know that? Judge, a couple weeks ago, I took a  
13 deposition of a woman named Lauren Cambra. She lives in  
14 Raleigh, North Carolina. In 1997, Purdue contacted her doctor,  
15 her pain doctor, and said, Dr. Spanos, we would like for you to  
16 be in a promotional video, and can you identify five or six of  
17 your patients that are doing well on OxyContin that would be  
18 willing to be on that video as well.

19 And he found five or six. One of them was Lauren Cambra.  
20 She was on that video and a follow-up video a few years later  
21 called, I got my life back. They blasted this video all over  
22 the nation, and we know it came into Oklahoma.

23 Judge, Lauren Cambra became addicted to OxyContin, lost  
24 everything. Lost her house, lost her job. She had to  
25 literally rebuild her life from the ground up. Now, it's

# EXHIBIT 69

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IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

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

Plaintiff,

vs.

No. CJ-2017-816

- (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., a/k/a  
JANSSEN PHARMACEUTICALS, INC.;
- (9) JANSSEN PHARMACEUTICALS,  
INC., a/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.

CONTINUATION OF THE VIDEOTAPE TEVA 3230 (c) (5)  
DEPOSITION OF JOHN HASSLER  
TAKEN ON BEHALF OF THE PLAINTIFF  
ON JANUARY 31, 2019 AT 9:11 AM  
IN OKLAHOMA CITY, OKLAHOMA

(Appearances on the following page.)

VIDEOTAPED BY: Gabriel Pack

REPORTED BY: Jody Graham, CSR, RPR, RMR, CRR

1 benefitted by those perceptions or whether those  
2 perceptions persist.

3 Q (BY MR. DUCK) So Teva has a code of  
4 conduct; right?

5 A Yes.

6 Q We looked at that yesterday, didn't we?

7 A Yes.

8 Q And that code of conduct very explicitly  
9 says that Teva expects its business partners to abide  
10 by the values in that code of conduct; is that right?

11 A Yes.

12 Q And you said yesterday that business  
13 partners can be vendors or other organizations that  
14 Teva purchases goods and products from. Do you recall  
15 that?

16 MR. FIORE: Objection to the form.

17 Mischaracterizes prior testimony.

18 THE WITNESS: I differentiated business  
19 partners from vendors in the discussion yesterday.  
20 The business partners are those entities with whom the  
21 organization partners and collaborates with. And  
22 vendors are those with whom we have more transactional  
23 relationships with.

24 Q (BY MR. DUCK) But for your  
25 relationship -- Teva's relationship with Purdue,



1 Teva could not sell OxyContin; isn't that right?

2 MR. FIORE: Objection to form and scope.  
3 Lacks foundation. Calls for a legal conclusion.

4 THE WITNESS: I don't know.

5 Q (BY MR. DUCK) That's the current setup  
6 you've got today; right? Teva buys OxyContin from  
7 Purdue?

8 MR. FIORE: Objection to form and scope.

9 THE WITNESS: It is based on the lawsuit  
10 that was filed and the settlement, that was the  
11 agreement that was reached by the two opposing  
12 parties.

13 Q (BY MR. DUCK) And if Teva's going to sell  
14 a drug manufactured by Purdue that Teva obtains from  
15 Purdue, don't you expect Purdue to abide by the same  
16 values that are in Teva's code of conduct?

17 MR. FIORE: Objection to form and scope.  
18 Argumentative. Lacks foundation.

19 THE WITNESS: I would not consider Purdue to  
20 be a partner. And I would expect that if we are  
21 buying a product, as in this case, from a vendor, that  
22 we would ensure that the quality of that product meets  
23 specifications, that the manufacturing process was  
24 compliant with all appropriate laws and regulations  
25 and that the product quality met our expectations

1 before we would take that product and sell it in the  
2 marketplace. And I believe that that's the situation  
3 that does exist with Purdue.

4 Q (BY MR. DUCK) Teva never looked into  
5 whether or not Purdue was an ethical, law-abiding  
6 company, did it?

7 MR. FIORE: Objection to form and scope.  
8 Vague. Lacks foundation.

9 THE WITNESS: It did within the context of  
10 the engagement that we had with that organization to  
11 look for whether or not the manufacturing process met  
12 expectations and the quality of the product that was  
13 produced would meet the expectations in order for Teva  
14 to put its name on that product and sell it.

15 Q (BY MR. DUCK) If you'll grab Exhibit 1,  
16 one of the topics you're here to testify about today  
17 is your relationship and business dealings with  
18 other opioid manufacturers related to opioids and/or  
19 pain management including, without limitations, any  
20 co-promotion or ownership agreements; correct?

21 A Yes.

22 Q Purdue Pharma fits into the scope of that  
23 topic; right?

24 MR. FIORE: Objection to form. Calls for a  
25 legal conclusion.

1 THE WITNESS: I perceive that to be the case  
2 that we do have business dealings with Purdue in that  
3 we purchase a product from them.

4 Q (BY MR. DUCK) And before today you didn't  
5 know anything about how Purdue created OxyContin  
6 starting in 1990; right?

7 MR. FIORE: Objection to form.  
8 Mischaracterizes prior testimony.

9 THE WITNESS: I did not know how Purdue  
10 developed the drug.

11 Q (BY MR. DUCK) You did not know about  
12 Michael Friedman's emails related to the perception  
13 by physicians that oxycodone was weaker than other  
14 opioids like morphine, had you?

15 MR. FIORE: Objection to form. Assumes  
16 facts not in evidence. Mischaracterizes prior  
17 testimony. I believe you're referring to nonpublic  
18 documents.

19 THE WITNESS: I didn't know about those  
20 internal communications, no.

21 Q (BY MR. DUCK) And we saw referenced in  
22 the Agreed Statement of Facts, which is a public  
23 document, statements about that very same thing?

24 MR. FIORE: Objection to form and scope.

25 THE WITNESS: The very same thing?

1 Q (BY MR. DUCK) That Purdue knew that  
2 physicians incorrectly viewed oxycodone as a weaker  
3 opioid than morphine.

4 A Yes, I remember reading that in that  
5 document.

6 Q And you had never seen anything about the  
7 blizzard of prescriptions that would bury the  
8 competition?

9 MR. FIORE: Objection to form and scope.

10 THE WITNESS: That's correct.

11 Q (BY MR. DUCK) You had never seen anything  
12 about awakening the sleeping giant?

13 MR. FIORE: Objection to form and scope.

14 THE WITNESS: I had not.

15 Q (BY MR. DUCK) You had never seen the GAO  
16 report from 2003?

17 MR. FIORE: Objection to form and scope.

18 THE WITNESS: That's correct.

19 Q (BY MR. DUCK) You had never seen the  
20 guilty pleas that we just looked at from Purdue?

21 A That's correct.

22 Q And despite all of this history of Purdue  
23 Pharma, to this day Teva continues to buy OxyContin  
24 directly from Purdue and sell it to consumers in this  
25 country; isn't that right?

1 MR. FIORE: Objection to form and scope.  
2 Argumentative.

3 THE WITNESS: Teva buys product from Purdue  
4 and distributes an FDA-approved product to patients  
5 who need to use this in limited quantities and  
6 specific doses.

7 Q (BY MR. DUCK) What we've looked at today,  
8 this guilty plea, that GAO report, the emails, it  
9 shows that Purdue has violated the values that Teva  
10 holds; isn't that right?

11 MR. FIORE: Objection to form and scope.  
12 Vague.

13 THE WITNESS: These are all issues that are  
14 associated with the sales and marketing activities of  
15 Purdue, which I had no knowledge of coming into this  
16 discussion and I know as much as you've shared with me  
17 on those activities, which has no bearing on Teva's  
18 relationship with the organization in that we buy an  
19 FDA-approved product from them to sell as a generic  
20 pharmaceutical in limited quantities for specific  
21 strengths.

22 Q (BY MR. DUCK) Has Teva ever done anything  
23 to tell Purdue, "You need to fix all of the lies  
24 that you told"?

25 MR. FIORE: Objection to form and scope.

1 Vague. Confusing. Irrelevant.

2 THE WITNESS: You've introduced information  
3 that I wasn't aware of until we were speaking this  
4 morning.

5 Q (BY MR. DUCK) So no?

6 MR. FIORE: Objection.

7 Q (BY MR. DUCK) Teva hasn't done anything  
8 to tell Purdue to fix the problems it created?

9 MR. FIORE: Objection to form and scope.  
10 Assumes facts not in evidence. Lacks foundation.

11 THE WITNESS: We didn't -- Teva didn't know  
12 and isn't privy to all of the communication that  
13 Purdue executes within their environment or with  
14 regulatory authorities.

15 Q (BY MR. DUCK) GAO report's a public  
16 document. You didn't know about it?

17 MR. FIORE: Objection to form.

18 THE WITNESS: That's correct.

19 Q (BY MR. DUCK) Guilty pleas is a public  
20 document. You didn't know about it either, did you?

21 MR. FIORE: Objection to form and scope.  
22 Asked and answered.

23 THE WITNESS: I did not.

24 Q (BY MR. DUCK) Remember I asked you  
25 yesterday that in this country don't we try to teach

1 our kids that the people you hang around can say a  
2 lot about who you are. You said you had used that  
3 very phrase with your own children.

4 MR. FIORE: Object to the form, scope and  
5 relevance.

6 Q (BY MR. DUCK) Do you remember that?

7 A I remember that discussion.

8 Q Now, if a teenager jumps in the car with his  
9 friends and the friends go rob a bank and teenager  
10 sits in the car while they do it and then they drive  
11 away and that teenager doesn't speak up and say  
12 something about it, he's guilty by association, too,  
13 isn't he?

14 MR. FIORE: Objection to form. Scope.  
15 Relevance. Compound. Confusing. Nonsensical.  
16 Hypothetical. Improper opinion. To the extent that  
17 you can understand that and try to answer in your  
18 personal capacity, you can do so, his question about  
19 bank robbers.

20 THE WITNESS: I would agree that in a bank  
21 robbery scenario, that individual should speak up.

22 Q (BY MR. DUCK) Because it's the right  
23 thing to do; right?

24 MR. FIORE: Object to the form and scope.

25 THE WITNESS: Yes.

1 Q (BY MR. DUCK) Will Teva agree to speak up  
2 today in front of these jurors about what Purdue  
3 did?

4 MR. FIORE: Objection to form and scope.

5 THE WITNESS: You've shared with me select  
6 documents today that some of which were private or at  
7 least not public documents. And I don't know the full  
8 scope of what was entailed, all of the different  
9 perspectives on this. And Teva has no engagement  
10 or -- it does not know and it is not responsible for  
11 what Purdue -- for Purdue's speech.

12 What Teva does do is ensure that the  
13 products that we have are quality products. That we  
14 abide by the laws and regulations that govern our  
15 industry. That we've taken steps to implement  
16 practices to improve compliance, our efforts to ensure  
17 that product isn't diverted.

18 And we believe that it is important that we  
19 continue to provide products that serve patient needs  
20 and that we do so in a responsible way, that these  
21 products get into the hands of appropriate patients.

22 Q (BY MR. DUCK) There's an opioid crisis  
23 today; right?

24 MR. FIORE: Objection to form and scope.

25 THE WITNESS: Yes.



1 Q (BY MR. DUCK) There has been for some  
2 time, hasn't there?

3 MR. FIORE: Same objection.

4 THE WITNESS: Yes.

5 Q (BY MR. DUCK) There wasn't before 1996,  
6 was there?

7 MR. FIORE: Objection to form and scope.  
8 Lacks foundation.

9 THE WITNESS: There has always been an  
10 opioid problem with illicit opioid use. The problem  
11 has expanded and gotten more pronounced over time.

12 Q (BY MR. DUCK) Prior to 1996 there was not  
13 a prescription opioid crisis, was there?

14 MR. FIORE: Objection to form and scope.  
15 Asked and answered.

16 THE WITNESS: Please, make your statement  
17 again.

18 Q (BY MR. DUCK) Prior to 1996 there was not  
19 a prescription opioid crisis, was there?

20 MR. FIORE: Same objection.

21 THE WITNESS: I'm not aware of one before  
22 1996. There has been opioid misuse prior to that  
23 point was my earlier statement.

24 Q (BY MR. DUCK) In 1996 Purdue Pharma  
25 awakened the sleeping giant, and it is still running

# EXHIBIT 70

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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,

vs.

No. CJ-2017-816

(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.

VIDEOTAPED DEPOSITION  
OF TEVA 3230(C)(5) WITNESS  
JOHN HASSLER  
TAKEN ON BEHALF OF THE PLAINTIFFS  
ON FEBRUARY 27, 2019, BEGINNING AT 9:07 A.M.  
IN OKLAHOMA CITY, OKLAHOMA

VIDEOTAPED BY: Gabriel Pack

REPORTED BY: Lacy Antle, CSR, RPR

1 Q (BY MR. PATE) Well, let's just use -- you  
2 don't know any other pharmaceutical companies who  
3 have engaged with the American Enterprise  
4 Institution, other than your own?

5 A No.

6 Q Well, let's go with Pinney Associates, you  
7 said you have seen other pharmaceutical companies in  
8 materials that they provided to you, is that right?

9 A Yes, in their proposal they had listed  
10 company logos for other companies that they had done  
11 business with or had some kind of relationship with  
12 that were -- many of them were healthcare companies.

13 Q You're aware that Purdue pharmaceuticals,  
14 for example, is a pharmaceutical company that has  
15 used Pinney Associates in the past?

16 MR. FIORE: Object to the form.

17 THE WITNESS: I didn't recall specifically  
18 whether they were in that mosaic of logos that I  
19 saw, I just knew that they had done work for other  
20 pharma companies.

21 Q (BY MR. PATE) And it wouldn't surprise you  
22 to learn that Purdue has engaged with Pinney  
23 Associates, like your company, is that fair?

24 A Yes, based on where we were engaging them,  
25 that wouldn't surprise me.

1 Q And we saw even a former employee of  
2 Purdue pharmaceuticals, Sidney Schnoll, who now  
3 works at -- or at one point worked at Pinney  
4 Associates, correct?

5 A Yes.

6 MR. FIORE: Object to form.

7 Q (BY MR. PATE) Now, based on your answers  
8 earlier, you're not ashamed of that, are you?

9 MR. FIORE: Object to form and scope.

10 THE WITNESS: No. No.

11 Q (BY MR. PATE) You're not ashamed to have  
12 engaged with Pinney Associates?

13 MR. FIORE: Object to form and scope.

14 THE WITNESS: They provided a service that  
15 Cephalon seemed to have valued, based on the e-mails  
16 that I read from regulatory that indicated that they  
17 sought their advice and input.

18 Q (BY MR. PATE) You wouldn't be ashamed to  
19 share a consulting firm with Purdue Pharmaceuticals?

20 MR. FIORE: Object to form and scope.

21 THE WITNESS: I don't have any interest in  
22 sharing an activity with Purdue. We don't engage  
23 them with any of their commercial activities.  
24 They're free to use whomever they want, but that --

25 Q (BY MR. PATE) Maybe my question --

1           A     Who they engage is irrelevant to me.

2           Q     Maybe my question wasn't clear.  It  
3     wouldn't bother you to learn that you, at Teva and  
4     Cephalon, used the same consulting firm that Purdue  
5     Pharmaceuticals uses?

6                     MR. FIORE:  Object to the form and scope.  
7     Asked and answered.

8                     THE WITNESS:  I don't -- I don't focus on  
9     or consider, really, who another pharmaceutical  
10    company is choosing to use.  I think that Teva's  
11    going to look at what are the services that we're  
12    seeking and the pricing for those services and who  
13    do we think would be qualified to provide them and  
14    utilize those entities.

15           Q     (BY MR. PATE) So for Pinney Associates, for  
16    example, if you confirmed after this deposition that  
17    Purdue, as I've represented to you, has used them in  
18    the past as well, would that bother you about your  
19    company's use of Pinney Associates?

20                     MR. FIORE:  Object to form and scope.  
21    Asked and answered.  Calls for speculation.

22                     THE WITNESS:  I'm not sure of the  
23    relevance.

24           Q     (BY MR. PATE) Well, that's -- I appreciate  
25    that, but that's not really up to you.  I get to ask

1 withdraw that question. Let me ask you a different  
2 question.

3 Your company is in business with Purdue  
4 Pharmaceuticals currently, right?

5 MR. FIORE: Objection to form and scope.

6 THE WITNESS: There's an agreement that  
7 was reached as a result of a settlement of a lawsuit  
8 that allows us to purchase product and sell it as a  
9 generic in certain strengths and in limited  
10 quantities, and that's the extent of the  
11 relationship that I'm aware of with Purdue.

12 Q (BY MR. PATE) That's what I was referring  
13 to, you have an ongoing contractual relationship  
14 with Purdue to sell generic OxyContin, don't you?

15 MR. FIORE: Objection to form and scope.

16 THE WITNESS: Yes.

17 Q (BY MR. PATE) And that has been in place  
18 for a number of years, right?

19 MR. FIORE: Same objection.

20 THE WITNESS: Yes.

21 Q (BY MR. PATE) You purchase the OxyContin, I  
22 think you just said, from Purdue, right?

23 A Yes.

24 MR. FIORE: Objection to form and scope.

25 Asked and answered.

1 THE WITNESS: Yes.

2 Q (BY MR. PATE) And you put it in your own  
3 packages and sell it as a generic, right?

4 A Yes.

5 Q And Teva and Cephalon are not ashamed of  
6 that contractual relationship, are they?

7 MR. FIORE: Objection to form and scope.

8 THE WITNESS: No.

9 Q (BY MR. PATE) You haven't -- as far as you  
10 know, Teva and Cephalon haven't sought to terminate  
11 that contractual relationship, have they?

12 MR. FIORE: Objection to form and scope.

13 THE WITNESS: No, not that I'm aware of.

14 Q (BY MR. PATE) And so my questions about  
15 using the same PR firms, the same consulting groups,  
16 what I'm trying to find out is if there's anything  
17 about the company itself, Purdue Pharmaceuticals,  
18 and its reputation that you're ashamed of even being  
19 associated with?

20 MR. FIORE: Objection to form and scope.

21 Lacks foundation. Assumes facts not in evidence.

22 THE WITNESS: Teva's focus is on Teva's  
23 business and our presence in the marketplace, and as  
24 an organization, we're not particularly focused on  
25 other companies, some of whom you compete with.



1 Q (BY MR. PATE) But you do have -- you said  
2 it's -- Teva's focus is on the marketplace and  
3 Teva's business, right?

4 A Yes.

5 Q Part of Teva's business is selling a  
6 generic version of Purdue's drug, right?

7 A Yes.

8 Q And you're also aware that your company  
9 has used some of the same key opinion leaders as  
10 Purdue, is that right?

11 MR. FIORE: Objection to form and scope.

12 THE WITNESS: I think through this process  
13 you or your colleagues have shared with me  
14 information about Purdue that I wasn't aware of  
15 prior to going through these depositions, and I  
16 understand that they have used -- or that they have  
17 -- some of the expert -- experts in the field that  
18 we have used, they may have used as well, but that  
19 has not been a point of focus.

20 Our focus was on who we looked for to  
21 provide input or services that were qualified within  
22 their respective fields and were not debarred or had  
23 other challenges that otherwise would disqualify  
24 them from providing those services to us.

25 Q (BY MR. PATE) Did you say "debarred"?

# EXHIBIT 71

JOHN DUNCAN, Ph.D. - MARCH 27, 2019  
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  
 )  
PURDUE PHARMA, L.P., et al., )  
 )  
Defendants. )

\* \* \* \* \*

VIDEOTAPED DEPOSITION OF JOHN DUNCAN, Ph.D.  
TAKEN ON BEHALF OF THE DEFENDANTS  
ON MARCH 27, 2019  
IN OKLAHOMA CITY, OKLAHOMA  
COMMENCING AT 9:17 A.M.

\* \* \* \* \*

REPORTED BY: KORTNEY V. HOUTS, CSR

JOHN DUNCAN, Ph.D. - MARCH 27, 2019

1 timeline on it there, that's one thing. And then, to  
2 me, generic means that some -- maybe it's a, for  
3 example, heart medicine. Instead of Cardizem, it's  
4 going to be something like diltiazem. Okay. So when I  
5 get my prescription, it's going to say diltiazem. And  
6 it's not made -- that means that it didn't come from  
7 the patent manufacturer of Cardizem CD, for example. I  
8 say that because I take that now.

9 Q (By Mr. Bartle) I got you. And I wasn't  
10 asking you that question. But would it be fair to say  
11 that a generic pharmaceutical is not manufactured by  
12 the owner of -- well, let me step back a moment.

13 You're familiar that OxyContin is a brand  
14 name?

15 A I am. Yes, sir.

16 Q Okay. OxyContin is the brand name for the  
17 drug oxycodone. Right?

18 A Yeah. The time-released oxycodone.

19 Q But the brand name is OxyContin, and that was  
20 produced by Purdue. Correct?

21 A That's true. Yes, sir.

22 Q And that's because Purdue owned a patent on  
23 that drug for a period of time. Right?

24 A Yes. Yes.

25 Q And they named it OxyContin?

JOHN DUNCAN, Ph.D. - MARCH 27, 2019

1           **A**     Uh-huh.

2           **Q**     A generic pharmaceutical, on the other hand,  
3     doesn't have a brand name like OxyContin.  It's just  
4     the same pharmaceutical as OxyContin --

5           **A**     Uh-huh.

6           **Q**     -- but produced by a different manufacturer.  
7     Right?

8           **A**     To my knowledge, yeah.  I'm not an expert  
9     on -- on the marking of that -- how -- how generics  
10    are -- or companies control generics and what the rules  
11    are about that.  So I don't really know for sure.  But  
12    that makes sense to me.  That's what I -- it looks like  
13    what I see out there.

14          **Q**     What pharmaceutical -- pharmaceuticals --  
15    what -- let me step back.  What opioid pharmaceuticals  
16    are you aware that Cephalon, Inc., manufactured?

17                   MS. CHURCHMAN:  Object to form.

18                   THE WITNESS:  I -- I -- I don't know, sir.

19          **Q**     (By Mr. Bartle)  What about Actavis Pharma?

20                   MS. CHURCHMAN:  Object to form.

21                   THE WITNESS:  I don't know specifically.

22          **Q**     (By Mr. Bartle)  What about Actavis, LLC?

23                   MS. CHURCHMAN:  Object to form.

24                   THE WITNESS:  Don't know.

25          **Q**     (By Mr. Bartle)  What about Watson Labs?

JOHN DUNCAN, Ph.D. - MARCH 27, 2019

1 MS. CHURCHMAN: Object to form.

2 THE WITNESS: Don't know.

3 Q (By Mr. Bartle) And, again, besides the CME  
4 grant that you just spoke about, you haven't seen any  
5 other marketing materials by -- issued by any of those  
6 companies, have you --

7 MS. CHURCHMAN: Object to form.

8 Q (By Mr. Bartle) -- related to opioids?

9 MS. CHURCHMAN: Object to form.

10 THE WITNESS: I don't recall having seen any.  
11 I mean, you know, like I say, I saw some documents. I  
12 looked at things. I recognized things. I remembered a  
13 few things. I can't remember everything because it was  
14 just a short period of time. But I don't recall that,  
15 no, sir.

16 Q (By Mr. Bartle) And you're not here to give  
17 an expert opinion on pharmaceutical marketing.  
18 Correct?

19 A No, sir.

20 Q And you're also not here to give an expert  
21 opinion on whether or not that marketing influenced  
22 anyone. Right?

23 MS. CHURCHMAN: Object to form.

24 THE WITNESS: Well, I don't know about that  
25 one. I think that certainly part of what I had to say

JOHN DUNCAN, Ph.D. - MARCH 27, 2019

1 here earlier was that I was influenced by marketing in  
2 some ways when I was making presentations and, in my  
3 understanding of opioids, that I was learning from  
4 people that were highly influenced by marketing that I  
5 didn't realize at that level was going on.

6 So I'm not here to testify that I'm some kind  
7 of expert on that, but I'm here to testify that -- that  
8 I was certainly a part of that. And I recall that  
9 being very instrumental in how I understood opioids and  
10 the reason why I participated in making presentations  
11 at doctors' offices and things like that.

12 Q (By Mr. Bartle) Again -- and I appreciate  
13 that, but you're not aware of Dr. Royal being  
14 influenced at all by any marketing materials issued by  
15 the Teva defendants?

16 MS. CHURCHMAN: Object to form.

17 THE WITNESS: I haven't seen anything that  
18 directly said that. No, sir.

19 Q (By Mr. Bartle) And you're also not aware of  
20 Dr. Schwartz being influenced by any marketing  
21 materials issued by any of the Teva defendants. Right?

22 MS. CHURCHMAN: Object to form.

23 THE WITNESS: I don't remember seeing  
24 anything that directly said that.

25 Q (By Mr. Bartle) Got it.

# EXHIBIT 72



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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,  
vs. No. CJ-2017-816  
(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.

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VIDEOTAPED DEPOSITION OF CHRISTOPHER RUHM, PhD  
TAKEN ON BEHALF OF THE DEFENDANTS  
ON MARCH 28, 2019, BEGINNING AT 9:02 A.M.  
IN OKLAHOMA CITY, OKLAHOMA

REPORTED BY:  
Lacy Antle, CSR, RPR  
Job No. 3257456  
Pages 1 - 291

1 Q (BY MR. BRODY) Any idea of the percentage 11:22:34  
2 of opioids today in Oklahoma that are sold that are 11:22:35  
3 manufactured by Janssen? 11:22:41  
4 MR. LEONOUKAKIS: Objection to form. 11:22:42  
5 Outside the scope of the witness's testimony. 11:22:43  
6 THE WITNESS: I don't know. 11:22:46  
7 Q (BY MR. BRODY) Would it surprise you to 11:22:46  
8 learn that it's less than .1 percent? 11:22:47  
9 MR. LEONOUKAKIS: Objection to form. 11:22:50  
10 Outside the scope of the expert witness's testimony. 11:22:50  
11 THE WITNESS: I don't know how to answer 11:22:54  
12 whether I would or would not be surprised. 11:22:55  
13 Q (BY MR. BRODY) Do you know how many 11:22:58  
14 disposal boxes are required for disposal of Teva 11:22:59  
15 opioids in Oklahoma today? 11:23:05  
16 MR. LEONOUKAKIS: Objection to form. 11:23:06  
17 Outside the scope of the witness's testimony. 11:23:07  
18 THE WITNESS: I don't know -- would you 11:23:10  
19 repeat your question? 11:23:10  
20 Q (BY MR. BRODY) Sure. Do you know how many 11:23:12  
21 disposal boxes, additional disposal boxes, are 11:23:13  
22 required today for disposal of Teva opioids in 11:23:16  
23 Oklahoma? 11:23:19  
24 MR. LEONOUKAKIS: Objection to form. 11:23:19  
25 Outside the scope of the witness's testimony. 11:23:21

1 THE WITNESS: Yeah, I mean, what you're 11:23:23  
2 asking me is not something that's relevant to what 11:23:24  
3 I'm doing here. 11:23:26  
4 Q (BY MR. BRODY) So you don't know? 11:23:27  
5 MR. LEONOUDAKIS: Objection to form. 11:23:28  
6 Outside the witness's testimony. 11:23:29  
7 THE WITNESS: I wouldn't even know 11:23:30  
8 conceptually how that question would begin to be 11:23:31  
9 answered, so I certainly don't know the answers. 11:23:35  
10 Q (BY MR. BRODY) Do you know what opioid 11:23:37  
11 medications Teva manufactures? 11:23:38  
12 MR. LEONOUDAKIS: Objection form. Outside 11:23:40  
13 the scope of the expert witness's testimony. 11:23:41  
14 THE WITNESS: I don't know. 11:23:43  
15 Q (BY MR. BRODY) Do you know what opioid 11:23:43  
16 medications Janssen manufactures? 11:23:44  
17 MR. LEONOUDAKIS: Objection to form. 11:23:46  
18 Outside the scope of the witness's testimony. 11:23:47  
19 THE WITNESS: I don't know. 11:23:49  
20 Q (BY MR. BRODY) All right. You can turn to 11:23:50  
21 page 18. And the title of this service is Technical 11:23:52  
22 Assistance, correct? 11:24:04  
23 A Yes. 11:24:05  
24 Q And it's to provide technical assistance 11:24:06  
25 and training in evidence based practices for opioid 11:24:10

1 assessment and treatment, including medication 11:24:13  
2 assisted treatment/therapy, correct? 11:24:16  
3 A Yes. 11:24:18  
4 Q And the primary information source, again, 11:24:21  
5 is listed as the Oklahoma Department of Mental 11:24:24  
6 Health and Substance Abuse Services, correct? 11:24:25  
7 A Yes. 11:24:29  
8 Q How did the Oklahoma Department of Mental 11:24:30  
9 Health and Substance Abuse Services calculate these 11:24:31  
10 costs? 11:24:36  
11 MR. LEONOUKAKIS: Objection to form. 11:24:37  
12 Outside the scope of the witness's testimony. 11:24:38  
13 THE WITNESS: What I can answer is what is 11:24:41  
14 in this -- in this exhibit, so they -- I don't know 11:24:43  
15 where they came up with their estimates, but they 11:24:47  
16 estimated 12 evidence based practice disseminations 11:24:50  
17 per year and then annual conference and then they 11:24:54  
18 had components of that. 11:24:57  
19 Q (BY MR. BRODY) You're not aware of what the 11:24:58  
20 basis is for those costs, correct? 11:25:00  
21 A Correct. 11:25:03  
22 Q And was this information provided to you 11:25:05  
23 by Jessica Hawkins? 11:25:07  
24 A I believe so. 11:25:10  
25 Q Between the 200 or so hours that you had 11:25:12

# EXHIBIT 73

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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, )

VS

Case No. CJ-2017-816

- (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., )
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- (9) JANSSEN PHARMACEUTICA, )
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- INC.; )
- (10) ALLERGAN, PLC, f/k/a )
- ACTAVIS PLC, f/k/a ACTAVIS, )
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- (12) ACTAVIS LLC; AND )
- (13) ACTAVIS PHARMA, INC., )
- f/k/a WATSON PHARMA, INC., )
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- Defendants. )
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TRANSCRIPT OF MOTIONS HEARING  
HAD ON THE 11TH DAY OF APRIL, 2019,  
BEFORE THE HONORABLE  
THAD BALKMAN, DISTRICT JUDGE  
AND WILLIAM C. HETHERINGTON, JR.,  
RETIRED ACTIVE JUDGE AND SPECIAL DISCOVERY MASTER

REPORTED BY: Tanya Burcham, CSR, RPR

1           So what is that law? Well, you kind of have  
2 to do a little history lesson to get back to abatement  
3 and the jury trial issue. Oklahoma, as Your Honor  
4 knows, passed the revised statutes in 1910. And the  
5 revised statutes were a codification of laws that  
6 existed prior to that time in the State of Oklahoma.  
7 And in most states and here you had previously in the  
8 old days splits of courts of equity and courts of law.  
9 So we had a codification of all of those issues. At  
10 that time we also codified the law of nuisance. And our  
11 statute that we have today derives from the original  
12 1910 law. Well, what's interesting about that is the  
13 law that was put in the books in 1910 from Oklahoma  
14 actually derives from somewhere else. The law of  
15 nuisance in Oklahoma comes from the state or territory  
16 of North Dakota. So we'll go through this.

17           In 1910, Oklahoma passed its revised laws.  
18 Volume one of that dealt with nuisance. Chapter 51 of  
19 Volume 1 specifically. And there -- and I'll give these  
20 all to Your Honor later -- therein nuisance was defined.  
21 The statute from 1910 is identical to what we have today  
22 and it's identical to what I just showed you. When you  
23 go to the history and the 1910 law, the citation, the  
24 first citation on Oklahoma is to Dakota. And it's  
25 Dakota 4681 S 1890. I'll give that to you. There are

1 quite a bit of writings in Oklahoma about what that  
2 means. And just to put it simply, and we'll brief you  
3 on this when we get to trial. In Oklahoma, our laws  
4 came largely from the Dakota Territories. And I know  
5 that because Mr. Hall, that's sitting over there in the  
6 jury box, has spent quite a bit time over at the library  
7 pulling all of this stuff over the past couple of years  
8 because we've had a calculated process about how we were  
9 going to try this nuisance case. And we want to know  
10 the law, and that is the law.

11           So when you go to the revised codes of  
12 Oklahoma, this is from 1877, you look at the statute and  
13 the Dakota Territories for nuisance. When you go to  
14 those, you look at Title 1, Part 3 of the Dakota  
15 Territories. This is what's cited by the Oklahoma  
16 legislature in 1910. You see the Oklahoma -- I'm sorry,  
17 the North Dakota nuisance statute. With the exception  
18 of a word here and there it's identical to what we have  
19 at present time. Why does that matter? Well, it  
20 matters for several reasons. One, the law of nuisance  
21 is old, and it's been around since long before 1910.  
22 And it's modeled after North Dakota law. That law has  
23 always been that when you have an action that sounds in  
24 abatement, that is an action in equity. And that law  
25 existed prior to the 1910 revised laws in Oklahoma and



1 it is carried forward to this very day. It's always  
2 been that way.

3           The defendant J & J cited something in their  
4 brief that there's another statute that talks about if  
5 you have a claim for money, then that might mean you  
6 have a right to a jury trial. If you just read that,  
7 you might believe that they're right. In fact, when I  
8 read it I was thinking to myself, wow, maybe they're  
9 right. But as I learned in the two years of dealing  
10 with all of the drug companies in the case, what they  
11 say and what's actually correct unfortunately are widely  
12 varied. That is not the law in Oklahoma. We didn't  
13 think it was the law in Oklahoma. We know it's not the  
14 law in Oklahoma. What that statute deals with is if you  
15 have a case that's primarily about money, i.e. legal  
16 damages, that's -- you get a right to a jury trial.  
17 That's pretty simple. We all know that. That's not the  
18 case when the thrust of your case is about equity, as an  
19 abatement case is.

20           Now, let's just stop there for a second. If  
21 you'll remember, when I first started this morning, I  
22 talked about the three prongs of nuisance law available  
23 to the attorney general. Statutes exist for a reason.  
24 And when you have one that divides it up into  
25 indictment, civil action, and abatement, that's not a

1 meaningless or superfluous list there. Abatement is  
2 listed as a standalone on its own. It exists that way  
3 because it is something unique and different from a  
4 civil action for damages. That has always been the  
5 case.

6           So we can turn to the idea of what a  
7 nuisance case is in Oklahoma and how it works. When we  
8 talk about abatement, let's just start with what happens  
9 in a nuisance case and what you have to show. It's a  
10 critical point that's been made in front of Judge  
11 Hetherington on some issues for discovery. In a  
12 nuisance case, on a public nuisance case, when you look  
13 at this first prong about did the defendant unlawfully  
14 act or omit to perform a duty -- it's very critical --  
15 that does not mean that you have to show the defendant  
16 was negligent. It does not mean you have to show  
17 something like approximate cause. None of our nuisance  
18 laws found in the torts or negligence or approximate  
19 cause or foreseeability. I'll read to you from a North  
20 Dakota case defining their statute, which is where ours  
21 comes from. This is the *Knoff v American Crystal Sugar*  
22 *mal.* 380 N.W.2d 313. It's a 1986 Supreme Court case on  
23 nuisance out of North Dakota. It deals with wastewater  
24 lagoons and how they affected agricultural property.

25           But in the question before the Court on

1 whether the plaintiff had to show negligence or anything  
2 like that, the Court said we have previously  
3 distinguished between nuisance and negligence  
4 principles. And it is well settled that a nuisance may  
5 be created wholly without negligence. Negligence may or  
6 may not result in the creation of a nuisance, and on the  
7 other hand a nuisance may be created wholly without  
8 negligence. The court goes on to say that proof of  
9 absence of negligence is not a defense to an action  
10 grounded in nuisance because the focus is upon the  
11 condition created and not upon the exercise of care or  
12 skill by the defendant. It goes on to say that the  
13 statute defines nuisance, in part, of omitting to  
14 perform a duty, which is what you see before you. And  
15 the type of duty which gives rise to claim of nuisance  
16 may differ from the duty implicated in a negligence  
17 action. And I'm reading from the court, quote, to  
18 render a person liable on the theory of either nuisance  
19 or negligence, there may be some breach of duty on his  
20 part, but liability for negligence is based on a want of  
21 proper care, while ordinarily a person who creates or  
22 maintains a nuisance is liable for the resulting injury  
23 to others regardless of the degree of care or skill  
24 exercised to avoid the injury. The creation or  
25 maintenance of a nuisance is a violation of an absolute

1 duty. The doing of an act, which is wrongful in itself,  
2 where negligence is a violation of a relative duty, the  
3 failure to use a degree of care required under  
4 particular circumstances in connection with an act or  
5 omission which is not of itself wrongful. It goes on to  
6 say, nuisance is a condition and not an act or failure  
7 to act so that a wrongful condition exists. The person  
8 responsible for its existence is liable for resulting  
9 damage to others.

10           Why did I read all that? Well, a couple of  
11 reasons. One, much of the case that the defendants have  
12 tried to put on through discovery deals with their  
13 claims that they're not at fault, but the State of  
14 Oklahoma is. Somehow we don't make drugs but we're  
15 responsible for the worst public health crisis in US  
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18 Hetherington, and I explained this issue to Judge  
19 Hetherington. There are no negligence claims here.  
20 Johnson & Johnson stood up in court and said yes there  
21 is. There's a negligence claim, there's a negligence  
22 claim. I invited them to read our petition. They had  
23 to come back and write a letter to Judge Hetherington  
24 apologizing for making that statement and admitting that  
25 there is no negligence in this case. And because

1 there's no negligence in this case, there's no  
2 contribution claim against the State, which will come up  
3 in just a minute on why that's important.

4           But the other reason that I'm reading this  
5 is that when you're talking about nuisance, as you see  
6 the North Dakota court do here and we've got tons of  
7 Oklahoma law on this, you're dealing with a condition.  
8 The condition is the problem. And when you go back to  
9 the statute of what empowers the attorney general to do,  
10 in this case, his job, he's called upon to choose  
11 certain remedies. One of them is abatement. In here  
12 we're talking about abatement to remedy the condition.  
13 That's what this case is about. That's why we don't  
14 have a jury trial. That is what we're asking Your Honor  
15 to do.

16           So words matter. The lawyers in this case  
17 know that I'm very fond of a dictionary because I was  
18 told by one of the lawyers in a deposition that words  
19 matter. So I started using a dictionary quite a bit in  
20 cases. Mr. Merkley doesn't like it. He's tried to ask  
21 us to actually use our phones where we pulled  
22 dictionaries up and leave them in the record. And we've  
23 objected to that because we need them. So today,  
24 actually instead of my phone, I brought a hard copy of  
25 the dictionary. But this isn't just any dictionary,

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9 the statute of what empowers the attorney general to do,  
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12 we're talking about abatement to remedy the condition.  
13 That's what this case is about. That's why we don't  
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21 us to actually use our phones where we pulled  
22 dictionaries up and leave them in the record. And we've  
23 objected to that because we need them. So today,  
24 actually instead of my phone, I brought a hard copy of  
25 the dictionary. But this isn't just any dictionary,

1 titled Costs to the State of Oklahoma of Abating the  
2 Opioid Crisis. And because that is central here, under  
3 12 OS 556, Janssen is entitled to a jury trial on the  
4 State's public nuisance claim.

5 Now, you know, we heard about joint and  
6 several liability. We will have the -- certainly have  
7 the opportunity to, I am sure, to brief the impact of  
8 the amendments to, I believe it's 21 OS 15(B) on an  
9 action brought -- maybe it's 15 OS. But we'll have the  
10 opportunity to brief that to explain how the amendments  
11 to the joint and several liability statute merely mean  
12 that we revert to the common law in this case. That's  
13 not at issue right now. I assume they will argue it  
14 again when we get to the severance portion of this, and  
15 Mr. McCampbell will be addressing that primarily on our  
16 side. We'll address that as well. That has nothing to  
17 do with the issue before the Court, which is again very  
18 simple: Does Section 556 give Janssen a right to jury  
19 trial on the claim as it stands now before the Court.  
20 And on that question, the answer is yes. Thank you.

21 THE COURT: Thank you, Mr. Brody.

22 Mr. McCampbell, did you have something to add?

23 MR. MCCAMPBELL: Very briefly, Your Honor.  
24 Brad, I'll go next and then you can go.

25 MR. BECKWORTH: Certainly. I was assuming

1 you were agreeing with us.

2 MR. MCCAMPBELL: I think I am. Let's talk  
3 about that. As the Court will recall, I want to make  
4 sure we've got a good, clear understanding about what  
5 this trial will be at -- will be about, and with that  
6 understanding we would be ready to go forward in a non  
7 jury context.

8 Mr. Beckworth has explained this morning  
9 that they're not asking for future damages, they're not  
10 asking for punitive damages, and that solves two out of  
11 the three clarifications. The third clarification is  
12 related to the issue Mr. Brody addressed, which is the  
13 difference between a permanent and a temporary nuisance.  
14 And by definition, a temporary nuisance is one that can  
15 be abated. A permanent nuisance is a nuisance that can  
16 not be abated. So money addressing permanent nuisance  
17 would be damages. Abating a temporary nuisance, that's  
18 an abatement remedy, and I understand the State says  
19 sometimes that would include money to abate it, and I  
20 understand that. I also understand -- Brad will want to  
21 listen to this part.

22 MR. BECKWORTH: I'm ready.

23 MR. MCCAMPBELL: I also understand  
24 Mr. Beckworth and I may have some disagreements about  
25 whether a particular item is that of permanent nuisance

1 or a temporary nuisance. We can talk about that and if  
2 we can't resolve it the Court can resolve it. The  
3 framework I'm looking for, though, is I think we're all  
4 agreeing what we're looking at here are temporary  
5 nuisances that can be abated. And that's the third  
6 clarification we need to go forward and say, yeah, we're  
7 ready to go without a jury on this.

8 THE COURT: Thank you, Mr. McCampbell.

9 MR. BECKWORTH: Were you done or do you just  
10 want me to agree?

11 MR. MCCAMPBELL: If you're in a position to  
12 agree then we can make progress.

13 MR. BECKWORTH: I don't disagree with any of  
14 it.

15 MR. MCCAMPBELL: That being the case, Your  
16 Honor, we would be willing to go forward in a non jury  
17 context and in a non jury trial.

18 I do want to state, this is not based on my  
19 analysis of the law whether a jury trial is required or  
20 not. And as between Mr. Beckworth and Mr. Brody, I  
21 haven't done that analysis. Our analysis was, if that's  
22 what we're talking about, then it makes sense to go  
23 forward in a non jury context, and that's what we'd like  
24 to do. These abatement remedies, particularly  
25 appropriate for the Court to look at it, and also, of



1 course, it's a way more efficient proceeding. It can go  
2 much faster. And we're just agreeing with the State  
3 that would be the logical way to go about that. Thank  
4 you.

5 THE COURT: Thank you. Mr. Beckworth, I'll  
6 give you five minutes to respond to Mr. Brody.

7 MR. BECKWORTH: Judge Hetherington usually  
8 limits me to one, but thank you. And I'm glad -- you  
9 may not know this, but we've got Teva's national inhouse  
10 general counsel -- inhouse general counsel here today  
11 and there are outside counsel too. It's good everybody  
12 is here and Mr. McCampbell and I came to the agreement  
13 and I think that's right. I can do it in five or less,  
14 Your Honor.

15 First, General Hunter wrote me a note. Let  
16 me read it. I agree with it, but I'll read it anyway.  
17 It says, Not an action for the recovery of money. I  
18 have said that over and over today. Let's address this  
19 again. We're not seeking future damages. We're not  
20 seeking past damages. We're seeking an abatement of a  
21 nuisance, and that's it. And that happened, the first  
22 case that I read to you earlier, let's just go into this  
23 real quick. There was a nuisance. The Court said there  
24 was an injunction to stop conduct, and an abatement  
25 order to order the defendant to pay the cost of cleaning

1                   What does matter? Well number one, the  
2 defendants have come up with this new argument that some  
3 defendants are misjoined, and that is just not true.  
4 The joinder statute for permissive joinder is 2020.A.2.  
5 And there are three disjunctive tests in there that  
6 says, any right -- this is when multiple defendants can  
7 be joined in a case. When any rights of relief arriving  
8 out of the same transaction or claims arise out of a  
9 series of occurrences and any question of law or fact  
10 common to all defendants exist or claims are connected  
11 with the subject matter.

12                   Your Honor, all three of those are present  
13 here. All of them. And I'll go through it as briefly  
14 as I can in a moment. The defendants aren't misjoined.  
15 They've been in this case together since day one. They  
16 didn't claim this joinder when we sued them. They  
17 didn't claim this joinder when you denied their motions  
18 to dismiss, and they most certainly haven't thought  
19 about misjoinder when they operated under a joint  
20 defense agreement. Everything they've done has been  
21 collaboratively until we got close to trial and the  
22 issue of having to face a trial with Purdue started to  
23 worry them. You might wonder why Purdue is not here.  
24 It could be that Purdue was worried about being tried in  
25 a case with Johnson & Johnson and Teva. It's not a

1 one-way street. But they elected to get out of the  
2 case.

3           But be that as it may, every decision these  
4 defendants has been collective, including the one to  
5 take Your Honor up on a writ to the Supreme Court. They  
6 filed that together. They argued it together, twice.  
7 None of them stood up and said we're not together on  
8 this. We're separate and distinct and we're making  
9 these decisions independently as a legal strategy from  
10 one or another. Please don't consider this writ action  
11 to be a Teva deal, it's really just a J & J. They all  
12 did it together. Mr. McCampbell took the lead on the  
13 argument the second time, Mr. Coats took the lead on the  
14 argument the first time, J & J argued both times.  
15 Concerted, collaborative, uniform defense strategy.

16           So let's talk about the fact of this case,  
17 and I'm going to go through some of the things  
18 Mr. McCampbell did. One thing that's important, and I  
19 mentioned this earlier on misjoined and joint and  
20 several liability. In a joint and several case,  
21 concerted action is not required. If there's multiple  
22 causes of the indivisible injury, you have joint and  
23 several liability. If common or concerted actions at  
24 the same time was always required, then you couldn't  
25 have it as an indivisible injury and a nuisance case.

1 That's just not how it works. But this is a case about  
2 concerted action. And I will just go over kind of a big  
3 theme for a moment, and then I want to address some of  
4 the things Mr. McCampbell said because he did a lot of  
5 the work for me.

6           But let me just give you a very quick, big  
7 overview of where we are in this case; what was  
8 concerted, what happened together, and how the  
9 defendants all work together. Call them the big lies.  
10 This case starts with big lie number one. And all three  
11 of the defendants originally in the case engaged in it,  
12 these two families certainly engaged in it. The big lie  
13 was, number one, that America has an epidemic. But it  
14 wasn't an epidemic of an opioid crisis, it was an  
15 epidemic of untreated pain. They all decided to say  
16 this. They decided to say that chronic pain was a major  
17 problem in the country. I'm not saying it's not, but  
18 that's what they said. They all said it was an  
19 epidemic. And they started earlier on in the 90s saying  
20 there were 30- to 40 million people that had it; by 2010  
21 or '11 they said it was something like 100 million. And  
22 that one of the biggest drains on the public health in  
23 this country was untreated or undertreated chronic pain.  
24 The reason they did that is because in the sales 101,  
25 that when you want to sell a product, you have to create

1 Court denied the cert. So we know firsthand that the  
2 Supreme Court here in Oklahoma does not like summary  
3 judgment.

4 So here, what we've got to do, is show that  
5 there is a fact issue. Actually, I'm saying that wrong.  
6 The Teva defendants have to show that there is no fact  
7 issue, which I don't think they've done. In fact, I  
8 think that much of the evidence that Mr. Bartle  
9 discussed today, even at the testimony of Dr. Kolodny,  
10 the ad he put up on the screen shows that there is at  
11 least a fact issue that's worth this case going to  
12 trial. What we're going to do is we're going to show  
13 you all the other evidence he didn't talk about related  
14 to these generic manufacturers.

15 Before I do that, Judge, this preemption  
16 argument, it's a red herring, and they've lost it twice  
17 now, and they keep bringing it back up. But you'll  
18 recall that Your Honor denied a separate motion to  
19 dismiss specifically based on preemption arguments at  
20 the very beginning of this case. They lost that. Then  
21 a month later, they removed the case to federal court,  
22 again reasserted the same arguments related to  
23 preemption, and the federal court rejected those  
24 arguments and remanded it. Here they are again arguing  
25 preemption and it just doesn't fly, and we'll explain

1 why.

2           So what we've heard is because of the  
3 State's claim and the defendant's interpretation of  
4 nuisance law, the State can only be saying two things.  
5 One, that the generic manufacturers must have  
6 misrepresented something. And they say, Well, no, we  
7 didn't misrepresent anything because we didn't promote.  
8 That's the first thing that Teva says.

9           The next thing they say is, Well, if they're  
10 not saying that we mispromoted, then they must be saying  
11 that we failed to warn, and we didn't fail to warn. All  
12 that stuff's preemptive. You heard the arguments. They  
13 say if they're not doing either of those things, then  
14 they don't have a case against us.

15 Judge, that's just not true. We don't have to show that  
16 Teva mispromoted anything, that the generic companies  
17 lied or misrepresented anything in promotion. We don't  
18 have to show that they failed to warn either. Again, we  
19 don't have to prove any underlying unlawful conduct.  
20 The nuisance itself is unlawful.

21           However, we can show that they promoted  
22 generics. They told you they didn't. We can show you  
23 they did promote their generics. We can show you that  
24 they were involved in unrated marketing that  
25 misrepresented facts about opioids.

1           Now, despite all of that, even if we didn't  
2 have that evidence, the fact remains, as Mr. Beckworth  
3 said, at the very height of the epidemic, the crisis  
4 that these generic manufacturers helped create, Teva  
5 doubled down. They said, We want to supply more. We  
6 want to make more opioids, we want to supply more  
7 opioids. And they did it right here in the State of  
8 Oklahoma.

9           Then you hear a lot about DEA quota. Judge,  
10 the DEA nor FDA requires any drug manufacturer to make a  
11 minimum amount of drugs or make a maximum amount of  
12 drugs. Certainly there is no requirement that any of  
13 these defendants delivered an oversupply of opioids into  
14 this state. There's no requirement that they do that.  
15 And at any point in time, any reasonable defendant would  
16 have looked around and said, We've got way too many  
17 opioids out there. Maybe we shouldn't be supplying so  
18 many.

19           But the generic defendant that Teva owns,  
20 and Teva itself, they said, We want to keep doing it and  
21 we want to keep making more money, despite the fact that  
22 people were dying right here in Oklahoma.

23           Now, Judge, I told you that we can show that  
24 the Teva defendants did, in fact, market their drugs.  
25 Even though we don't have to, we can. And here's a list