IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA ex rel. MIKE HUNTER, ATTORNEY GENERAL OF OKLAHOMA,	)	
Plaintiff,	)	
v.	)	Case No. CJ-2017-816
PURDUE PHARMA L.P.; et al.	)	
Defendants.	)	

THE CITY OF OKLAHOMA CITY'S, CITY OF LAWTON'S, CITY OF ENID'S, CITY OF BROKEN ARROW'S, CITY OF JENKS,' CITY OF ADA'S, CITY OF OWASSO'S, CITY OF YUKON'S AND CITY OF MIDWEST CITY'S
JOINT MOTION TO INTERVENE

The City of Oklahoma City, City of Lawton, City of Enid, City of Broken Arrow, City of Jenks, City of Ada, City of Owasso, City of Yukon and City of Midwest City (collectively, "Movants"),[1] hereby file this Motion to Intervene, pursuant to 12 Okla. Stat. § 2024(A)(2) & (B)(2),[2] and move the Court for leave to intervene in this action brought by the State of Oklahoma for the limited purposes of: (1) seeking clarification from the Court regarding the intended effect of the Consent Judgement the Court was asked to approve between the State of Oklahoma (the "State") and the Teva Defendants ("collectively, "Teva"); (2) to disclose and make public the proposed Settlement Agreement and Consent Judgment; and (3) to request that the Court allocate a fair proportion of the $85 million Teva Settlement directly to cities and counties that will bear some responsibility for carrying out the services necessary to execute the

[1] Counsel for the Movants represents several other cities and counties in the opioid litigation. Counsel anticipates that several other cities and counties will join in this motion.
[2] Pursuant to procedural rules, the Movants' Petition for Intervention is attached to this Motion as Ex. 1.

abatement plan that the Court is being requested to enter. In support of this motion, Movants states as follows:

INTRODUCTION

1. In the current action, the State of Oklahoma (the "State"), through the Attorney General, brought suit against various corporate entities involved in the manufacture of addictive opioid medication, including Teva.

2. Separate from this litigation, the Movants have sued similar manufacturers, including Teva, asserting multiple claims, including a claim to abate the public nuisance caused by Defendants.

3. On April 4, 2019, the State dismissed all of its claims against the remaining Defendants except for its equitable claim seeking abatement of the public nuisance caused by Defendants.

4. On June 7, 2019, the State and Teva appeared and presented a Consent Judgment and Settlement Agreement to the Court for its review and requested that the Court approve a settlement between the State and Teva. *See* Court Order dated 06-07-19, Ex. 2.

5. On June 10, 2019, a hearing was held where the Court declined to approve the Settlement Agreement and Consent Judgment as presented to the Court. The Court directed the parties to brief certain issues, including "any purported distinction between the terms 'Settling Defendants' and 'Releasors' and provide legal authority with regard to the (a) deposit, (b) maintenance and (c) eventual distribution of the settlement proceeds including briefing on the new law." Court Order dated 06-10-19, Ex. 3.

6. During the hearing on June 10, 2019, the State's counsel presented some of the terms of the Consent Judgement, and represented that after attorneys' fees were deducted from

the Teva Settlement, an abatement fund would be established with the remaining settlement proceeds for the Court to distribute in accordance with a Court ordered abatement plan.

7. As the Court will recall, the State and Purdue Pharma, L.P., Purdue, Inc. and The Purdue Frederick Company (collectively, "Purdue"), entered into a prior consent judgment and settlement agreement that contained ambiguous language that caused some Oklahoma cities to move to intervene to seek a clarification and/or modification of the Purdue consent judgment. The Court clarified the Purdue consent judgment to make clear that no city or county was releasing any claims against Purdue unless they voluntarily elected to participate in the fund created by Purdue and signed a release. Since the Court's ruling, Purdue, for the first time articulated that it believed the language of the Purdue consent judgment released the claims of the State's political subdivisions and it has appealed the Court's ruling.

8. Movants are concerned that Teva may also claim that the Teva Settlement releases the claims of the political subdivisions without their involvement or consent. The Settlement Agreement has not been made public.[3] However, the Court expressed concerns during the June 10, 2019 hearing about the definitions of "Releasors" and "Settling Parties." Movants are once again concerned that the Settlement Agreement and Consent Judgment may attempt to release the political subdivisions' claims without their participation or consent. Movants seek to intervene for the purpose of seeking clarification of the effect the Settlement Agreement and Consent Judgment purport to have on the cities' and counties' claims against Teva. Movants assert that the State does not possess the authority to release the claims of cities and counties.

[3] At the June 10, 2019 hearing, the Court directed the parties to make the Settlement Agreement public if they wanted the Court's approval of the Teva Settlement. As of the filing of this Motion, it does not appear that the State has filed the Court ordered briefing.

9. Additionally, according to Purdue who has seen the State's abatement plan, the abatement plan encompasses services and costs that will be provided by and/or incurred by cities and counties. At a hearing on a motion to quash Purdue's subpoenas served on the City of Oklahoma City and the City of Broken Arrow, Purdue's counsel stated:

> Part of the State's damage model in this case . . . is an abatement policy. It is our belief, and we intend to prove that many, if not a majority, of those items are, in fact, not provided by the State, have never been provided by the State, are not paid for by the State, and in fact, are paid for and provided, to the extent they exist, by the [cities and counties] . . . ."

Transcript of Hearing on Oklahoma City's and Broken Arrow's Motion to Quash, pg. 17, Ex. 4.

Such abatement costs include, but are not limited to, increased law enforcement and emergency medical services, increased health insurance and workers' compensation costs, increased court expenses, and education.

10. Movants also move to intervene to seek a fair allocation of the Teva Settlement for cities and counties that is proportionate to the services provided by and the costs incurred under the abatement plan the Court orders.

ARGUMENTS AND AUTHORITIES

Oklahoma law recognizes two types of intervention: (1) intervention by right; and (2) permissive intervention. Under 12 Okla. Stat. § 2024(A)(2), anyone may intervene as a right "[w]hen the applicant claims an interest relating to the property or transaction which is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest." Pursuant to 12 Okla. Stat. § 2024(B)(2), anyone can be permitted to intervene in an action "when the applicant's claim or defense and the main action have a question of law and fact in common." Courts follow "a somewhat liberal line in allowing intervention." *Utah Ass'n of Counties v. Clinton*, 255 F.3d

1246, 1249 (10th Cir. 2001) (citations omitted). *See also Dowell v. Bd. of Educ. of Okla. City Public Schools*, 430 F.2d 865, 868 (10th Cir. 1970) (noting that intervention "should be freely granted so long as it does not seriously interfere with the actual hearings").[4]

Here, Movants satisfy the requirement to intervene both as a matter of right and for permissive intervention. Accordingly, the Court should grant leave for Movants to intervene to seek clarification of the proposed effect of the Consent Judgment and Settlement Agreement on cities' and counties' claims, and to participate in the Teva Settlement.

I. The Movants may intervene in this action as a procedural right.

Intervention as a matter of right requires a showing of: (1) timeliness; (2) impairment of an interest; and (3) inadequate representation by the parties in the litigation. *See Brown v. Patel*, 2007 OK 16, ¶ 17, 157 P.3d 117, 124. Movants satisfy the elements necessary for intervention as a matter of right.

A. The Movants motion to intervene is timely.

The timeliness of a motion to intervene is evaluated "in light of all of the circumstances, including the length of time since the applicant knew of his interest in the case, prejudice to the existing parties, prejudice to the applicant, and the existence of any unusual circumstances." *Clinton,* 255 F.3d at 1250 (quoting *Sanguine, Ltd. v. U.S. Dep't of the Interior,* 736 F.2d 1416, 1418 (10th Cir. 1984)). "The requirement of timeliness is not a tool of retribution to punish tardy would be intervenors, but rather a guard against prejudicing the original parties by failure to appear sooner." *Id.* (quoting *Sierra Club v. Espy*, 18 F.3d 1202, 1205 (5th Cir. 1994). Courts should allow intervention where "greater justice could be attained." *Id.* (quoting *Sierra Club*, 18 F.3d at 1205).

[4] Although *Clinton* and *Dowell* discuss the federal right of intervention, Oklahoma courts may utilize federal case law when interpreting 12 Okla. Stat. § 2024. *See Brown*, 2007 OK 16, ¶ 17, 157 P.3d at 124.

Here, Movants' motion is timely, as it made within four business days of the Court's hearing held on June 10, 2019, which for the first time generally disclosed some of the terms of the Consent Judgment and Settlement Agreement. Moreover, despite repeated requests, the State has refused to share its abatement plan with the cities and counties to enable them to analyze the plan. Movants motion is thus timely.

B. The Movants have a interest in the action that support intervention by Movants.

Before allowing intervention as a matter of right, the statute requires a showing of an interest in the property or transaction that is the subject of the litigation and that the disposition of the action impairs or impedes the intervenor's interests. 12 Okla. Stat. § 2024(A)(2). While the contours of the interest requirement have not been clearly defined, the Oklahoma Supreme Court has held that the interest must be "direct, substantial, [and] legally protectable" and must not be "remote from the subject matter of the proceeding. . . ." *Brown*, 2007 OK 16, ¶ 19, 157 P.3d at 125 (citations omitted).

Further, "the question of impairment is not separate from the question of existence of an interest." *Natural Res. Def. Council v. U. S. Nuclear Regulatory Comm'n,* 578 F.2d 1341, 1345 (10th Cir. 1978). Moreover, because intervention by right refers to impairment "as a practical matter," a court "is not limited to consequences of a strictly legal nature." *Id.* Thus, "[t]o satisfy [the impairment] element of the intervention test, a would-be intervenor must show only that impairment of its substantial legal interest is possible if intervention is denied. This burden is minimal." *Clinton,* 255 F.3d at 1253 (citation omitted).

Pursuant to these principles, the Movants clearly have an interest in the in this litigation as the Consent Judgment and Settlement Agreement may attempt to release Oklahoma's political subdivisions' claims without their input and consent to the terms of the Teva Settlement. The

cities' and counties' interest to pursue their claims against Teva may suffer serious impairment if intervention is denied by the Court.

Additionally, the cities and counties have an interest in any abatement fund that will be used to abate the public nuisance caused by the Teva Defendants. Under Oklahoma law:

> Cities and towns in this State shall have the right and power to determine what is and what shall constitute a public nuisance within their respective corporate limits, and for the protection of the public health, the public parks and the public water supply, shall have such power outside the corporate limits; and whenever it is practical so to do, said cities and towns shall have the power summarily to abate the nuisance. . .

See 50 Okla. Stat. § 16. The Oklahoma Constitution and the Oklahoma statutes convey the right to determine what is a public nuisance to cities and towns within their municipal limits, and cities and towns have the responsibility to abate the nuisance. *See Calkins v. Ponca City*, 1923 OK 170, 214 P. 188, 191. The power to declare and abate public nuisances was delegated to cities and towns so "that it may be more effectively exercised by officers locally acquainted with the particular necessities of a community." *Id.*

Thus, in addition to having an interest in the terms of the Consent Judgment and Settlement Agreement, the cities and counties have an interest in the how the Teva abatement funds will be utilized and allocated as between the State and cities and counties. The cities and counties should receive an allocation proportionate to the anticipated costs incurred by cities and counties under the abatement plan to be ordered by the Court. This contention is further supported by the California case upon which the State relies in part for the Court to enter an equitable abatement plan to be funded by Defendants. *See People v. Conagra Grocery Products Company*, 227 Cal.Rptr.3d 499 (Cal. App. Ct. 2017).

In *Congraga*, a public nuisance action was commenced on behalf of the People of California in regards to lead paint contamination. The Court entered judgment for the People and required the manufactures of lead paint to pay $1.15 billion into an abatement fund that was established to abate the pubic nuisance. The Court was to maintain control of the fund, but the fund was to be "disbursed to the ten [counties] to pay for remediation in accordance with the abatement plan." *Id.* at 568.

Here, as in *Congraga*, a portion of the Teva settlement should be disbursed to cities and counties in proportion to the anticipated costs to be incurred by the cities and counties under any Court ordered abatement plan. The Movants have an interest in the abatement funds and should be granted leave to intervene to participate in the Teva Settlement and protect that interest.

C. *The existing parties do not adequately represent the Movants' interests.*

Although an applicant for intervention as a matter of right possesses the burden of showing inadequate representation, "that burden is the 'minimal' one of showing that representation 'may' be inadequate." *Sanguine,* 736 F.2d at 1419 (citing *Trbovich v. United Mine Workers,* 404 U.S. 528, 538 n.10 (1972)). *See also Nat'l Farm Lines v. Interstate Commerce Comm'n*, 564 F.2d 381, 383 (10th Cir. 1977) (noting that the burden of showing inadequate representation is "slight").

In the current case, the Movants' interests are not represented. The Attorney General represents the State of Oklahoma and not cities and counties. However, the State's abatement plan includes costs and services that will be incurred and/or performed by cities and counties. Movants employ thousands of people either directly or indirectly involved in the fight against the opioids epidemic, including polices officers, firefighters, and first responders. The Movants are responsible for funding the costs incurred to fight the scourge of opioids within their jurisdictions and communities. The interests of the health, welfare, and safety of the Movants' citizens are

implicated by the Teva Settlement, and the Movants have an interest in ensuring that they directly receive a portion of the Teva Settlement. Furthermore, the Movants are not adequately represented to the extent the Teva Settlement purports to release the claims of cities and counties without their consent or involvement in the Teva Settlement. As a result, the Court should allow the Movants to intervene.

II. Movants Satisfy the Requirements to Intervene under Oklahoma Permissive Intervention Statute.

In addition to intervening as a matter of right, Movants should be permitted to intervene because there are clearly common questions of fact and law between the claims asserted by the State and Movants, 12 Okla. Stat. § 2024(B)(2). "Permissive intervention is left to the sound discretion of the trial court based upon the nature of the controversy and the facts and circumstances of each case." *State ex. rel Corp. Com'n v. McPherson*, 2010 OK 31, ¶ 29, 232 P.3d 458, 466, n. 9.

In *McPherson*, at issue was the legitimacy of certain payments made from a fund established to remediate storage tank sites polluted by petroleum. The fund was administered by the Oklahoma Corporation Commission, which commenced a declaratory judgment action seeking a declaration that the payments made from the fund were valid and proper. *Id.* at ¶4, 460. Certain tax payers sought to intervene claiming the payments were improper. *Id.* at ¶5, 460. The trial court denied the motion to intervene. The Oklahoma Supreme Court reversed holding the tax payers should have been permitted to intervene to protest the payments made from the fund established for remediation. *Id.* at ¶20, 466.

Here, Movants have asserted public nuisance claims against Teva and seek funds to abate the public nuisance caused by Teva within the territorial limits of the political subdivision. The claims asserted by Movants have common questions of law and fact with the claims asserted by

the State against Teva. Movants should be permitted to intervene in the Teva Settlement to protect their interest in their claims against Teva with respect to the approval of the Consent Judgment and Settlement Agreement, and to protect their interest in receiving a fair allocation of the Teva Settlement funds to be used for abatement. Moreover, participation in such fund by a city or county should be at its election in exchange for a release of liability to Teva.

CONCLUSION

For the foregoing reasons, the Court should grant Movants' motion to intervene to permit it to protect its interest.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that on June 14, 2019, a true and correct copy of the above and foregoing document was mailed via U.S. mail with proper postage fully prepaid thereon to the counsel of record for the parties listed below:

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TODD COURT

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

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Plaintiff,	)	
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CITY OF OKLAHOMA CITY'S, CITY OF LAWTON'S, CITY OF ENID'S, CITY OF ADA'S, CITY OF BROKEN ARROW'S, CITY OF OWASSO'S, CITY OF YUKON'S, CITY OF JENKS' AND CITY OF MIDWEST CITY'S JOINT PETITION FOR INTERVENTION

The City of Oklahoma City, City of Lawton, City of Enid, City of Ada, City of Broken Arrow, City of Owasso, City of Yukon, City of Jenks and City of Midwest City (collectively, "Intervenors"), state and allege as follows:

PARTIES, JURISDICTION, AND VENUE

1. The City of Oklahoma City is an incorporated municipality within the State of Oklahoma and possesses the power to sue and be sued.

2. The City of Lawton is an incorporated municipality within the State of Oklahoma and possesses the power to sue and be sued.

3. The City of Ada is an incorporated municipality within the State of Oklahoma and possesses the power to sue and be sued.

4. The City of Midwest City is an incorporated municipality within the State of Oklahoma and possesses the power to sue and be sued.

5. The City of Broken Arrow is an incorporated municipality within the State of Oklahoma and possesses the power to sue and be sued.

6. The City of Owasso is an incorporated municipality within the State of Oklahoma and possesses the power to sue and be sued.

7. The City of Yukon is an incorporated municipality within the State of Oklahoma and possesses the power to sue and be sued.

8. The City of Jenks is an incorporated municipality within the State of Oklahoma and possesses the power to sue and be sued.

9. The City of Enid is an incorporated municipality within the State of Oklahoma and possesses the power to sue and be sued.

10. The State of Oklahoma ("State") is a state of the United States of America and possesses the power to sue and be sued.

11. The Defendants, as set forth in the State's Petition filed in the above-styled and numbered action are various corporate entities engaged in the manufacture of opioids.

12. Jurisdiction and venue are proper in this Court for the limited purposes for which Intervenors seek to intervene in the lawsuit: (1) clarification of the effect the Teva Settlement is purported to have on cities' and counties' claims; (2) a request to make public the Teva Settlement Agreement and Consent Judgment; and (3) to participate in the Teva Settlement.

BACKGROUND INFORMATION

13. In the current action, the State, through the Attorney General, brought suit against various corporate entities involved in the manufacture of addictive opioid medication alleging various causes of action. The State dismissed all of its claims against the remaining manufacture Defendants on April 4, 2019, except for its equitable claim for abatement of a public nuisance.

14. Separate from the current litigation, Intervenors have sued the same and additional manufacturers of addictive opioids, including the Teva Defendants, in actions currently pending in other courts. Intervenors also assert equitable claims for the abatement of the public nuisance caused by Defendants.

15. Intervenors have an interest in any abatement fund that will be used to abate the public nuisance caused by the Teva Defendants. The Oklahoma Constitution and Oklahoma statutes convey the right to determine what is a public nuisance to cities and towns within their municipal limits, and cities and towns have the responsibility to abate the nuisance. *See See* 50 Okla. Stat. § 16; *see also Calkins v. Ponca City*, 1923 OK 170, 214 P. 188, 191. The power to declare and abate public nuisances was delegated to cities and towns so "that it may be more effectively exercised by officers locally acquainted with the particular necessities of a community." *Id.*

16. On June 7, 2019, the State and Teva appeared and presented a Consent Judgment and Settlement Agreement to the Court for its review and requested that the Court approve a settlement between the State and Teva. *See* Court Order dated 06-07-19, attached to Intervenors' Joint Motion to Intervene as Ex. 2.

17. On June 10, 2019, a hearing was held where the Court declined to approve the Settlement Agreement and Consent Judgment as presented to the Court. The Court directed the parties to brief certain issues, including "any purported distinction between the terms 'Settling Defendants' and 'Releasors' and provide legal authority with regard to the (a) deposit, (b) maintenance and (c) eventual distribution of the settlement proceeds including briefing on the new law." *See* Court Order dated 06-10-19, attached to Intervenors' Joint Motion to Intervene as Ex. 3..

18. During the hearing on June 10, 2019, the State's counsel presented some of the terms of the Consent Judgement, and represented that after attorneys' fees were deducted from the Teva Settlement, an abatement fund would be established with the remaining settlement proceeds for the Court to distribute in accordance with a Court ordered abatement plan. The proposed Teva Settlement Agreement and Consent Judgment have not been made public. At the hearing held on June 10, 2019, the Court informed the parties he would not approve any agreement not made public and further commented that the Court did not see anything confidential in the Settlement Agreement. Movants seek to intervene to request that the Teva Settlement Agreement and Consent Judgment be made public.

19. The Court expressed concerns during the June 10, 2019 hearing about the definitions of "Releasors" and "Settling Parties" in the Teva Settlement Agreement and Consent Judgment. Movants are concerned that the Teva Settlement Agreement and Consent Judgment may attempt to release the political subdivisions' claims *without their participation or consent.* Movants seek to intervene for the purpose of seeking clarification of the effect the Teva Settlement Agreement and Consent Judgment purport to have on the cities' and counties' claims against Teva. Movants assert that the State does not possess the authority to release the claims of cities and counties.

20. Additionally, according to Purdue who has seen the State's abatement plan, the abatement plan encompasses services and costs that will be provided by and/or incurred by cities and counties. At a hearing on a motion to quash Purdue's subpoenas served on the City of Oklahoma City and the City of Broken Arrow, Purdue's counsel stated:

> Part of the State's damage model in this case . . . is an abatement policy. It is our belief, and we intend to prove that many, if not a majority, of those items are, in fact, not provided by the State, have never been provided by the State, are not

> paid for by the State, and in fact, are paid for and provided, to the extent they exist, by the [cities and counties] . . . ."

Transcript of Hearing on Oklahoma City's and Broken Arrow's Motion to Quash, pg. 17, Ex. 4 to Intervenors' Motion to Intervene. Such abatement costs include, but are not limited to, increased law enforcement and emergency medical services, increased health insurance and workers' compensation costs, increased criminal justice expenses, and education.

21. Movants also move to intervene to seek a fair allocation of the Teva Settlement for cities and counties that is proportionate to the services provided by and the costs incurred by cities and counties under the abatement plan the Court orders.

WHEREORE, Intervenors respectfully request the Court permit them to intervene for the limited purposes of: (1) clarification of the effect the Teva Settlement is purported to have on cities' and counties' claims; (2) a request to make public the Teva Settlement Agreement and Consent Judgment; and (3) to participate in the Teva Settlement.

Respectfully submitted,

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IN THE DISTRICT COURT OF CLEVELAND COUNTY, STATE OF OKLAHOMA

STATE OF OK, MIKE HUNTER — Plaintiff(s)

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY
FILED
JUN 13 2019
In the office of the Court Clerk MARILYN WILLIAMS

MICHAEL BURRAGE, REGGIE WHITTEN, BRAD BECKWORTH — Attorney(s) for Plaintiff(s)

— VS —

Case No. CJ-2017-816 TB

TEVA — Defendant(s)

NICK MERKLEY, NANCY PATTERSON — Attorney(s) for Defendant(s)

SUMMARY ORDER

Date: 6-7-19 Court Reporter Thagard Judge: Balkman

The parties appeared by Counsel for a status conference on Teva Settlement. A Revised Settlement Agreement (SA) and Consent Judgment (CJ) are presented to the Court for review. The State presents testimony in support of its attorney's fees. The Court takes the SA and CJ under advisement.

EXHIBIT 2

Thad Balkman
JUDGE

IN THE DISTRICT COURT OF CLEVELAND COUNTY, STATE OF OKLAHOMA

STATE OF OK, MIKE HUNTER — Plaintiff(s)

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY
FILED
JUN 13 2019
In the office of the
Court Clerk MARILYN WILLIAMS

MICHAEL BURRAGE, REGGIE WHITTEN, BRAD BECKWORTH — Attorney(s) for Plaintiff(s)

—vs—

Case No. CJ-2017-816 TB

TEVA — Defendant(s)

NICK MERKLEY, NANCY PATTERSON — Attorney(s) for Defendant(s)

SUMMARY ORDER

Date: 6-10-19 Court Reporter Burcham Judge: Balkman

The parties appeared by counsel for a Status Conference on the Teva Settlement. The Court will not dispose of the Consent Judgment (CJ) and Settlement Agreement (SA) in the posture in which the parties present it to the Court. The parties are ordered to brief the Court with regard to the CJ and SA by 6/14/19. If the parties seek Court approval of a proposed SA, it needs to be attached as an exhibit to the proposed CJ, any any provision of confidentiality needs to be stripped. The briefing shall address and resolve any purported distinction between the terms "Settling Parties" and "Releasors" and provide the legal authority with regard to the (a) deposit, (b) maintenance and (c) eventual distribution of the settlement proceeds, including briefing on the new law. Status Conference continued to June 17, 2019 at 1:00 PM.

EXHIBIT 3

JUDGE

IN THE DISTRICT COURT OF CLEVELAND COUNTY

STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel., MIKE HUNTER ATTORNEY GENERAL OF OKLAHOMA, Plaintiff, vs. (1) PURDUE PHARMA L.P.; (2) PURDUE PHARMA, INC.; (3) THE PURDUE FREDERICK COMPANY; (4) TEVA PHARMACEUTICALS USA, INC; (5) CEPHALON, INC.; (6) JOHNSON & JOHNSON; (7) JANSSEN PHARMACEUTICALS, INC.; (8) ORTHO-McNEIL-JANSSEN PHARMACEUTICALS, INC., n/k/a JANSSEN PHARMACEUTICALS; (9) JANSSEN PHARMACEUTICA, INC. n/k/a JANSSEN PHARMACEUTICALS, INC.; (10) ALLERGAN, PLC, f/k/a ACTAVIS PLC, f/k/a ACTAVIS, INC., f/k/a WATSON PHARMACEUTICALS, INC.; (11) WATSON LABORATORIES, INC.; (12) ACTAVIS LLC; AND (13) ACTAVIS PHARMA, INC., f/k/a WATSON PHARMA, INC., Defendants.	Case No. CJ-2017-816

PORTIONS OF TRANSCRIPT MAY BE COVERED UNDER PROTECTIVE ORDER

TRANSCRIPT OF PROCEEDINGS OF REQUESTED EXCERPT
HAD ON MARCH 1, 2019
AT THE CLEVELAND COUNTY COURTHOUSE
BEFORE THE HONORABLE WILLIAM C. HETHERINGTON, JR.,
RETIRED ACTIVE JUDGE AND SPECIAL DISCOVERY MASTER

REPORTED BY: ANGELA THAGARD, CSR, RPR

But nonetheless, the movants have relevant evidence regarding the standards and policies they use when administering, prescribing, and allowing the administration of opioid medications in their jurisdictions. Those standards will rebut the State's expert in that regard, we believe. That's the first category.

The second category is services that are provided by these movants. Part of the State's damage model in this case separate and apart from this unlawful prescription, which is a several billion dollar claim, the State's damage model in this case is an abatement policy, which they claim should last for 20 or 30 years in which they claim will cost between 12 and 17 plus billion dollars.

And they have identified dozens, if not hundreds, of items that they think fit within that abatement policy. It is our belief and we intend to prove that many, if not a majority, of those items are, in fact, not provided by the State, have never been provided by the State, are not paid for by the State, and in fact, are paid for and provided, to the extent they exist, by the movants; things like ambulatory services, things like end care service, things like education. So the second category of information we're seeking is the types of opioid-related services being provided by the movants.

The third category of information we're seeking is efforts to investigate and limit alleged opioid use and misuse in