

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

**IN RE: NATIONAL PRESCRIPTION  
OPIATE LITIGATION**

MDL No. 2804

This document relates to:  
*The County of Summit, Ohio, et al. v. Purdue  
Pharma L.P., et al.*  
Case No. 18-op-45090

Hon. Dan Aaron Polster

**ANSWER AND AFFIRMATIVE DEFENSES OF CARDINAL HEALTH, INC.**

Defendant Cardinal Health, Inc. (“Cardinal Health” or “Defendant”) hereby submits its Answer and Affirmative Defenses to the Corrected Second Amended Complaint (“Complaint”). Cardinal Health hereby denies each and every allegation in the Complaint except those expressly admitted below.

1. Cardinal Health admits that Plaintiffs have filed an action as set forth in Paragraph 1 of the Complaint, but denies any liability and further denies that Plaintiffs are entitled to any relief whatsoever. To the extent that Paragraph 1 purports to make additional allegations against Cardinal Health, Cardinal Health denies the allegations in Paragraph 1 of the Complaint.

**INTRODUCTION**<sup>1</sup>

2. Cardinal Health admits that there is a problem with the misuse, abuse, and over-prescription of opioids. Further answering, Cardinal Health admits that Plaintiffs have filed an

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<sup>1</sup> Headings are included for organizational purposes only and Defendant Cardinal Health does not admit anything contained therein.

action relating to the misuse, abuse, and over-prescription of opioids, but denies any liability and denies that Plaintiffs are entitled to any relief whatsoever from Cardinal Health.

3. Cardinal Health denies the allegations in Paragraph 3 of the Complaint as alleged against Defendant Cardinal Health. As to any remaining allegations, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations of the Complaint and, therefore, denies the allegations.

4. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 4 of the Complaint and, therefore, denies the allegations.

5. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 5 of the Complaint and, therefore, denies the allegations.

6. Cardinal Health admits only that Paragraph 6 purports to contain information from the American Society of Addiction Medicine, which speaks for itself, but denies any attempt by Plaintiffs to paraphrase or characterize this information. Cardinal Health denies the remaining allegations in Paragraph 6 of the Complaint, including that “[m]ost of the overdoses from non-prescription opioids are also directly related to prescription pills.”

7. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 7 of the Complaint and, therefore, denies the allegations.

8. Cardinal Health admits only that Paragraph 8 purports to quote Robert Anderson, but denies any attempt by Plaintiffs to paraphrase or characterize Mr. Anderson’s words. Cardinal Health admits that on October 26, 2017, President Trump issued a Presidential Memorandum stating that the “drug demand and opioid crisis . . . constitute[] a Public Health Emergency.”

9. Cardinal Health admits that Plaintiffs have filed an action as set forth in Paragraph 9 of the Complaint, but denies any liability and denies that Plaintiffs are entitled to any relief whatsoever from Cardinal Health. To the extent that Paragraph 9 purports to make further allegations against Cardinal Health, Cardinal Health denies the allegations in Paragraph 9 of the Complaint.

10. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 10 of the Complaint and, therefore, denies the allegations.

11. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 11 of the Complaint and, therefore, denies the allegations.

12. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint and, therefore, denies the allegations.

13. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 13 of the Complaint and, therefore, denies the allegations.

14. Cardinal Health denies the allegations in Paragraph 14 of the Complaint as alleged against Defendant Cardinal Health.

15. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 15 of the Complaint and, therefore, denies the allegations.

16. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 16 of the Complaint and, therefore, denies the allegations.

17. The Complaint itself alleges that the opioid abuse problem is the result of a change in the medical standard of care for prescribing opioid medications. Cardinal Health admits that the change in the medical standard of care contributed to the over-prescription of opioid medications. The Complaint itself also alleges that the opioid abuse problem is, in part,

the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health denies the remaining allegations in Paragraph 17 of the Complaint.

18. Cardinal Health admits that Daniel Sosin, MD, MPH, FACP, testified as Acting Director of the National Center for Injury Prevention and Control at the CDC before the House Energy and Subcommittee on Oversight and Investigations on April 29, 2014, which Plaintiffs appear to characterize in Paragraph 18 of the Complaint. The testimony speaks for itself, and any attempt to characterize it or selectively quote portions of it out of context is denied. Cardinal Health further admits that the U.S. Surgeon General sent a letter to health care providers and public health leaders on August 24, 2016, which Plaintiffs appear to characterize in Paragraph 18 of the Complaint. The letter speaks for itself, and any attempt to characterize it or selectively quote portions of it out of context is denied. Cardinal Health denies the remaining allegations in Paragraph 18 of the Complaint, including that Cardinal Health's conduct has caused any harm to Plaintiffs.

19. Cardinal Health admits only that the second sentence of Paragraph 19 purports to quote the "then CDC director," whose comments speak for themselves, but denies any attempt by Plaintiffs to characterize or selectively quote from a source not specifically identified. Cardinal Health denies the remaining allegations in Paragraph 19 of the Complaint.

20. Cardinal Health denies the allegations in Paragraph 20 of the Complaint as alleged against Defendant Cardinal Health.

21. Cardinal Health denies the allegations in Paragraph 21 of the Complaint as alleged against Defendant Cardinal Health.

22. Cardinal Health denies the allegations in Paragraph 22 of the Complaint as alleged against Defendant Cardinal Health.

23. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 23 of the Complaint and, therefore, denies the allegations.

### **JURISDICTION AND VENUE**

24. Cardinal Health admits that Plaintiffs have filed an action as set forth in Paragraph 24 of the Complaint, but denies any liability. To the extent that Paragraph 24 purports to make allegations against Cardinal Health, Cardinal Health denies the allegations in Paragraph 24 of the Complaint.

25. The allegations in Paragraph 25 of the Complaint state legal conclusions to which no response is required.

26. The allegations in Paragraph 26 of the Complaint state legal conclusions to which no response is required. Cardinal Health admits that it is authorized to do business in and engage in business in Ohio. To the extent a further response is required, Cardinal Health denies the remaining allegations in Paragraph 26 of the Complaint.

### **PARTIES**

#### **I. PLAINTIFFS**

27. Cardinal Health admits that it is authorized to do business in and engage in business in Ohio. The remaining allegations in Paragraph 27 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 27 of the Complaint.

28. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 28 of the Complaint and, therefore, denies the allegations.

29. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 29 of the Complaint and, therefore, denies the allegations.

30. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 30 of the Complaint and, therefore, denies the allegations.

31. Plaintiff The City of Barberton has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 31 of the Complaint and, therefore, denies the allegations.

32. Plaintiff The Village of Boston Heights has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 32 of the Complaint and, therefore, denies the allegations.

33. Plaintiff Boston Township has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 33 of the Complaint and, therefore, denies the allegations.

34. Plaintiff The Village of Clinton has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 34 of the Complaint and, therefore, denies the allegations.

35. Plaintiff Copley Township has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to

form a belief as to the truth of the allegations in Paragraph 35 of the Complaint and, therefore, denies the allegations.

36. Plaintiff Coventry Township has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 36 of the Complaint and, therefore, denies the allegations.

37. Plaintiff The City of Cuyahoga Falls has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 37 of the Complaint and, therefore, denies the allegations.

38. Plaintiff The City of Fairlawn has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 38 of the Complaint and, therefore, denies the allegations.

39. Plaintiff The City of Green has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 39 of the Complaint and, therefore, denies the allegations.

40. Plaintiff The Village of Lakemore has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 40 of the Complaint and, therefore, denies the allegations.

41. Plaintiff The Village of Mogadore has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 41 of the Complaint and, therefore, denies the allegations.

42. Plaintiff The City of Munroe Falls has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 42 of the Complaint and, therefore, denies the allegations.

43. Plaintiff The City of New Franklin has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 43 of the Complaint and, therefore, denies the allegations.

44. Plaintiff The City of Norton has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 44 of the Complaint and, therefore, denies the allegations.

45. Plaintiff The Village of Peninsula has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 45 of the Complaint and, therefore, denies the allegations.

46. Plaintiff The Village of Richfield has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge



sufficient to form a belief as to the truth of the allegations in Paragraph 46 of the Complaint and, therefore, denies the allegations.

47. Plaintiff The Village of Silver Lake has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 47 of the Complaint and, therefore, denies the allegations.

48. Plaintiff Springfield Township has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 48 of the Complaint and, therefore, denies the allegations.

49. Plaintiff The City of Stow has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 49 of the Complaint and, therefore, denies the allegations.

50. Plaintiff The City of Tallmadge has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 50 of the Complaint and, therefore, denies the allegations.

51. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 51 of the Complaint and, therefore, denies the allegations. Moreover, Plaintiffs, the City of Barberton, the Village of Boston Heights, Boston Township, the Village of Clinton, Copley Township, Coventry Township, the City of Cuyahoga Falls, the City of Fairlawn, the City of Green, the Village of Lakemore, the Village of Mogadore, the City of

Munroe Falls, the City of New Franklin, the City of Norton, the Village of Peninsula, the Village of Richfield, the Village of Silver Lake, Springfield Township, the City of Stow, and the City of Tallmadge have withdrawn their claims and therefore no response is required regarding those entities.

52. Plaintiff Valley Fire District has withdrawn its claims and therefore no response is required. To the extent a response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 52 of the Complaint and, therefore, denies the allegations.

53. Cardinal Health admits that an action has been filed on behalf of the State of Ohio, by and through the prosecuting attorney for Summit County and the Director of Law for the City of Akron, as set forth in Paragraph 53 of the Complaint, but denies any liability. The State of Ohio has withdrawn its claims brought by and through the Directors of Law for the Cities of Barberton and Tallmadge and the law directors for the Cities of Cuyahoga Falls, Fairlawn, Green, Mogadore, Munroe Falls, New Franklin, Norton, and Stow; the Village Solicitor for the Village of Boston Heights, and the chief legal officers for Boston Township, the Village of Clinton, Copley Township, Coventry Township, the Village of Lakemore, the Village of Peninsula, the Village of Richfield, the Village of Silver Lake, and Springfield Township, and therefore no response is required respecting those entities. To the extent a response is required, Cardinal Health denies any liability as to those entities. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 53 of the Complaint and, therefore, denies the allegations.

54. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 54 of the Complaint and, therefore, denies the allegations.

55. Plaintiffs Summit County Public Health, the City of Barberton, the Village of Boston Heights, Boston Township, the Village of Clinton, Copley Township, Coventry Township, the City of Cuyahoga Falls, the City of Fairlawn, the City of Green, the Village of Lakemore, the Village of Mogadore, the City of Munroe Falls, the City of New Franklin, the City of Norton, the Village of Peninsula, the Village of Richfield, the Village of Silver Lake, Springfield Township, the City of Stow, the City of Tallmadge, and Valley Fire District have withdrawn their claims and therefore no response is required. Cardinal Health admits that Plaintiffs the County of Summit and City of Akron have filed an action as set forth in Paragraph 55 of the Complaint, but denies any liability.

56. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 56 of the Complaint and, therefore, denies the allegations.

57. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 57 of the Complaint and, therefore, denies the allegations.

58. The Complaint itself alleges that the opioid abuse problem is the result of a change in the medical standard of care for prescribing opioid medications. Cardinal Health admits that the change in the medical standard of care contributed to the over-prescription of opioid medications. The Complaint itself also alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health denies the allegations in Paragraph 58 of the Complaint as to Defendant Cardinal Health.

59. Cardinal Health denies the allegations in Paragraph 59 of the Complaint as alleged against Defendant Cardinal Health.

60. Cardinal Health denies that its conduct has been wrongful or unlawful or has caused Plaintiffs any injury and therefore denies the allegations in Paragraph 60 of the Complaint.

## **II. DEFENDANTS**

### **A. Marketing Defendants**

61. The allegations of Paragraph 61 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

#### **1. Purdue Entities**

62. The allegations of Paragraph 62 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

63. The allegations of Paragraph 63 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

64. The allegations of Paragraph 64 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

65. The allegations of Paragraph 65 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

66. The allegations of Paragraph 66 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

67. The allegations of Paragraph 67 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

68. The allegations of Paragraph 68 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**2. Actavis Entities**

69. The allegations of Paragraph 69 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

70. The allegations of Paragraph 70 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

71. The allegations of Paragraph 71 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

72. The allegations of Paragraph 72 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

73. The allegations of Paragraph 73 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**3. Cephalon Entities**

74. The allegations of Paragraph 74 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

75. The allegations of Paragraph 75 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

76. The allegations of Paragraph 76 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

77. The allegations of Paragraph 77 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**4. Janssen Entities**

78. The allegations of Paragraph 78 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

79. The allegations of Paragraph 79 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

80. The allegations of Paragraph 80 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

81. The allegations of Paragraph 81 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

82. The allegations of Paragraph 82 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

83. The allegations of Paragraph 83 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

84. The allegations of Paragraph 84 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

85. The allegations of Paragraph 85 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

86. The allegations of Paragraph 86 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

87. The allegations of Paragraph 87 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

88. The allegations of Paragraph 88 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**5. Endo Entities**

89. The allegations of Paragraph 89 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

90. The allegations of Paragraph 90 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

91. The allegations of Paragraph 91 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

92. The allegations of Paragraph 92 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

93. The allegations of Paragraph 93 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

94. The allegations of Paragraph 94 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**6. Insys Therapeutics, Inc.**

95. The allegations of Paragraph 95 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

96. The allegations of Paragraph 96 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

97. The allegations of Paragraph 97 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

98. The allegations of Paragraph 98 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

99. The allegations of Paragraph 99 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**7. Mallinckrodt Entities**

100. The allegations of Paragraph 100 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

101. The allegations of Paragraph 101 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

102. The allegations of Paragraph 102 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

103. The allegations of Paragraph 103 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

104. The allegations of Paragraph 104 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

105. The allegations of Paragraph 105 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

106. The allegations of Paragraph 106 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**B. Distributor Defendants**

107. Cardinal Health denies the allegations in Paragraph 107 of the Complaint as alleged against Defendant Cardinal Health.

**1. AmerisourceBergen Drug Corporation**

108. The allegations of Paragraph 108 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**2. Anda, Inc.**

109. The allegations of Paragraph 109 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**3. Cardinal Health, Inc.**

110. Cardinal Health admits that it is a “global, integrated health care services and products company,” and in 2016 was the fifteenth largest company by revenue in the United



States, with an annual revenue of \$121 billion. Cardinal Health, through its DEA registrant subsidiaries, does “distribute pharmaceutical drugs, including opioids, throughout the country.” Cardinal Health, through its DEA registrant subsidiaries, does “distribute pharmaceutical drugs, including opioids, throughout the country.” Cardinal Health admits that one out of every six pharmaceutical products dispensed to U.S. patients travels through the efficient nationwide network of Cardinal Health. DEA-registered Cardinal Health subsidiaries distribute FDA-approved medications of all types, including opioids, to pharmacies holding valid DEA licenses that dispense those medications pursuant to a prescription from a licensed physician. Cardinal Health denies all remaining allegations in Paragraph 110.

**4. CVS Health Corporation**

111. The allegations of Paragraph 111 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**5. Discount Drug Mart, Inc.**

112. The allegations of Paragraph 112 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**6. HBC Service Company**

113. The allegations of Paragraph 113 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**7. Henry Schein Entities**

114. The allegations of Paragraph 114 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

115. The allegations of Paragraph 115 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

116. The allegations of Paragraph 116 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

117. The allegations of Paragraph 117 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

118. The allegations of Paragraph 118 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

119. The allegations of Paragraph 119 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**8. McKesson Corporation**

120. The allegations of Paragraph 120 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

121. The allegations of Paragraph 121 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**9. Miami-Luken, Inc.**

122. The allegations of Paragraph 122 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**10. Prescription Supply, Inc.**

123. The allegations of Paragraph 123 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**11. Rite Aid Entities**

124. The allegations of Paragraph 124 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**12. Walgreens Boots Alliance, Inc.**

125. The allegations of Paragraph 125 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**13. Walmart Inc.**

126. The allegations of Paragraph 126 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

127. The allegations of Paragraph 127 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

128. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 128 of the Complaint and, therefore, denies the allegations.

**C. Agency and Authority**

129. Cardinal Health denies the allegations in Paragraph 129 of the Complaint as alleged against Defendant Cardinal Health.

**FACTUAL ALLEGATIONS**

**I. FACTS COMMON TO ALL CLAIMS**

**A. Opioids and Their Effects**

130. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 130 of the Complaint and, therefore, denies the allegations.

131. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 131 of the Complaint and, therefore, denies the allegations.

132. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 132 of the Complaint and, therefore, denies the allegations.

133. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 133 of the Complaint and, therefore, denies the allegations.

134. Cardinal Health denies the allegations in Paragraph 134 of the Complaint as alleged against Defendant Cardinal Health.

135. Cardinal Health admits that prescription opioids are regulated as Schedule II controlled substances by the DEA. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 135 of the Complaint and, therefore, denies the allegations.

136. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 136 of the Complaint and, therefore, denies the allegations.

137. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 137 of the Complaint and, therefore, denies the allegations.

138. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 138 of the Complaint and, therefore, denies the allegations.

139. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 139 of the Complaint and, therefore, denies the allegations.

140. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 140 of the Complaint and, therefore, denies the allegations.

141. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 141 of the Complaint and, therefore, denies the allegations.

142. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 142 of the Complaint and, therefore, denies the allegations.

143. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 143 of the Complaint and, therefore, denies the allegations.

144. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 144 of the Complaint and, therefore, denies the allegations.

145. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 145 of the Complaint and, therefore, denies the allegations.

**B. The Resurgence of Opioid Use in the United States**

**1. The Sackler Family Integrated Advertising and Medicine**

146. The Complaint itself alleges that the opioid abuse problem is the result of a change in the medical standard of care for prescribing opioid medications. Cardinal Health admits that the change in the medical standard of care contributed to the over-prescription of opioid medications. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 146 of the Complaint and, therefore, denies the allegations.

147. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 147 of the Complaint and, therefore, denies the allegations.

148. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 148 of the Complaint and, therefore, denies the allegations.

149. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 149 of the Complaint and, therefore, denies the allegations.

150. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 150 of the Complaint and, therefore, denies the allegations.

151. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 151 of the Complaint and, therefore, denies the allegations.

**2. Purdue and the Development of Oxycontin**

152. The allegations of Paragraph 152 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

153. The allegations of Paragraph 153 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

154. The allegations of Paragraph 154 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

155. The allegations of Paragraph 155 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

156. The allegations of Paragraph 156 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

157. The allegations of Paragraph 157 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

158. The allegations of Paragraph 158 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

159. The allegations of Paragraph 159 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

160. The allegations of Paragraph 160 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

161. The allegations of Paragraph 161 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

162. The allegations of Paragraph 162 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

163. The allegations of Paragraph 163 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**3. Other Marketing Defendants Leapt at the Opioid Opportunity**

164. The allegations of Paragraph 164 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

165. The allegations of Paragraph 165 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

166. The allegations of Paragraph 166 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

167. The allegations of Paragraph 167 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

168. The allegations of Paragraph 168 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

169. The allegations of Paragraph 169 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

170. The allegations of Paragraph 170 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**C. Defendants' Conduct Created an Abatable Public Nuisance**

171. Cardinal Health denies the allegations in Paragraph 171 of the Complaint as to Defendant Cardinal Health.

172. Cardinal Health denies the allegations in Paragraph 172 of the Complaint as to Defendant Cardinal Health.

173. Cardinal Health denies the allegations in Paragraph 173 of the Complaint as alleged against Defendant Cardinal Health.

**D. The Marketing Defendants' Multi-Pronged Scheme to Change Prescriber Habits and Public Perception and Increase Demand for Opioids**

174. The allegations of Paragraph 174 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

175. The allegations of Paragraph 175 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

176. The allegations of Paragraph 176 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**1. The Marketing Defendants Promoted Multiple Falsehoods About Opioids**

177. The allegations of Paragraph 177 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

178. The allegations of Paragraph 178 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

179. The allegations of Paragraph 179 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**a. Falsehood #1: The risk of addiction from chronic opioid therapy is low**

180. The allegations of Paragraph 180 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

181. The allegations of Paragraph 181 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

182. The allegations of Paragraph 182 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.



**i. Purdue's misrepresentations regarding addiction risk**

183. The allegations of Paragraph 183 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

184. The allegations of Paragraph 184 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

185. The allegations of Paragraph 185 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

186. The allegations of Paragraph 186 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

187. The allegations of Paragraph 187 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

188. The allegations of Paragraph 188 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

189. The allegations of Paragraph 189 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

190. The allegations of Paragraph 190 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

191. The allegations of Paragraph 191 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

192. The allegations of Paragraph 192 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

193. The allegations of Paragraph 193 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

194. The allegations of Paragraph 194 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

195. The allegations of Paragraph 195 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

196. The allegations of Paragraph 196 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

197. The allegations of Paragraph 197 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

198. The allegations of Paragraph 198 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

199. The allegations of Paragraph 199 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

200. The allegations of Paragraph 200 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

201. The allegations of Paragraph 201 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

202. The allegations of Paragraph 202 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**ii. Endo's misrepresentations regarding addiction risk**

203. The allegations of Paragraph 203 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

204. The allegations of Paragraph 204 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

205. The allegations of Paragraph 205 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

206. The allegations of Paragraph 206 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

207. The allegations of Paragraph 207 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

208. The allegations of Paragraph 208 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

209. The allegations of Paragraph 209 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

210. The allegations of Paragraph 210 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

211. The allegations of Paragraph 211 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iii. Janssen's misrepresentations regarding addiction risk**

212. The allegations of Paragraph 212 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

213. The allegations of Paragraph 213 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

214. The allegations of Paragraph 214 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

215. The allegations of Paragraph 215 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

216. The allegations of Paragraph 216 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

217. The allegations of Paragraph 217 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

218. The allegations of Paragraph 218 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

219. The allegations of Paragraph 219 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

220. The allegations of Paragraph 220 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iv. Cephalon's misrepresentations regarding addiction risk**

221. The allegations of Paragraph 221 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

222. The allegations of Paragraph 222 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

223. The allegations of Paragraph 223 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**v. Actavis's misrepresentations regarding addiction risk**

224. The allegations of Paragraph 224 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

225. The allegations of Paragraph 225 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

226. The allegations of Paragraph 226 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

227. The allegations of Paragraph 227 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**vi. Mallinckrodt's misrepresentations regarding addiction risk**

228. The allegations of Paragraph 228 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

229. The allegations of Paragraph 229 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

230. The allegations of Paragraph 230 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

231. The allegations of Paragraph 231 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

232. The allegations of Paragraph 232 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**b. Falsehood #2: To the extent there is a risk of addiction, it can be easily identified and managed**

233. The allegations of Paragraph 233 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

234. The allegations of Paragraph 234 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

235. The allegations of Paragraph 235 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

236. The allegations of Paragraph 236 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

237. The allegations of Paragraph 237 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

238. The allegations of Paragraph 238 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

239. The allegations of Paragraph 239 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

240. The allegations of Paragraph 240 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**c. Falsehood #3: Signs of addictive behavior are “pseudoaddiction,” requiring more opioids**

241. The allegations of Paragraph 241 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

242. The allegations of Paragraph 242 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

243. The allegations of Paragraph 243 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

244. The allegations of Paragraph 244 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

245. The allegations of Paragraph 245 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

246. The allegations of Paragraph 246 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

247. The allegations of Paragraph 247 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

248. The allegations of Paragraph 248 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

249. The allegations of Paragraph 249 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

250. The allegations of Paragraph 250 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

251. The allegations of Paragraph 251 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**d. Falsehood #4: Opioid withdrawal can be avoided by tapering**

252. The allegations of Paragraph 252 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

253. The allegations of Paragraph 253 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

254. The allegations of Paragraph 254 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

255. The allegations of Paragraph 255 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**e. Falsehood #5: Opioid doses can be increased without limit or greater risks**

256. The allegations of Paragraph 256 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

257. The allegations of Paragraph 257 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

258. The allegations of Paragraph 258 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

259. The allegations of Paragraph 259 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

260. The allegations of Paragraph 260 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

261. The allegations of Paragraph 261 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

262. The allegations of Paragraph 262 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

263. The allegations of Paragraph 263 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

264. The allegations of Paragraph 264 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

265. The allegations of Paragraph 265 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

266. The allegations of Paragraph 266 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

267. The allegations of Paragraph 267 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**f. Falsehood #6: Long-term opioid use improves functioning**

268. The allegations of Paragraph 268 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.



269. The allegations of Paragraph 269 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

270. The allegations of Paragraph 270 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

271. The allegations of Paragraph 271 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

272. The allegations of Paragraph 272 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

273. The allegations of Paragraph 273 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

274. The allegations of Paragraph 274 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

275. The allegations of Paragraph 275 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

276. The allegations of Paragraph 276 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

277. The allegations of Paragraph 277 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

278. The allegations of Paragraph 278 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

279. The allegations of Paragraph 279 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

280. The allegations of Paragraph 280 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

281. The allegations of Paragraph 281 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

282. The allegations of Paragraph 282 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

283. The allegations of Paragraph 283 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

284. The allegations of Paragraph 284 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**g. Falsehood #7: Alternative forms of pain relief pose greater risks than opioids**

285. The allegations of Paragraph 285 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

286. The allegations of Paragraph 286 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

287. The allegations of Paragraph 287 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

288. The allegations of Paragraph 288 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

289. The allegations of Paragraph 289 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

290. The allegations of Paragraph 290 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

291. The allegations of Paragraph 291 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

292. The allegations of Paragraph 292 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

293. The allegations of Paragraph 293 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

294. The allegations of Paragraph 294 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**h. Falsehood #8: OxyContin provides twelve hours of pain relief**

295. The allegations of Paragraph 295 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

296. The allegations of Paragraph 296 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

297. The allegations of Paragraph 297 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

298. The allegations of Paragraph 298 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

299. The allegations of Paragraph 299 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

300. The allegations of Paragraph 300 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

301. The allegations of Paragraph 301 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

302. The allegations of Paragraph 302 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

303. The allegations of Paragraph 303 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

304. The allegations of Paragraph 304 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

305. The allegations of Paragraph 305 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

306. The allegations of Paragraph 306 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

307. The allegations of Paragraph 307 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**i. Falsehood #9: New formulations of certain opioids successfully deter abuse**

308. The allegations of Paragraph 308 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

309. The allegations of Paragraph 309 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**i. Purdue's deceptive marketing of reformulated OxyContin and Hysingla ER**

310. The allegations of Paragraph 310 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

311. The allegations of Paragraph 311 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

312. The allegations of Paragraph 312 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

313. The allegations of Paragraph 313 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

314. The allegations of Paragraph 314 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

315. The allegations of Paragraph 315 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

316. The allegations of Paragraph 316 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

317. The allegations of Paragraph 317 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

318. The allegations of Paragraph 318 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

319. The allegations of Paragraph 319 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

320. The allegations of Paragraph 320 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

321. The allegations of Paragraph 321 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**ii. Endo's deceptive marketing of reformulated Opana ER**

322. The allegations of Paragraph 322 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

323. The allegations of Paragraph 323 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

324. The allegations of Paragraph 324 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

325. The allegations of Paragraph 325 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

326. The allegations of Paragraph 326 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

327. The allegations of Paragraph 327 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

328. The allegations of Paragraph 328 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

329. The allegations of Paragraph 329 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

330. The allegations of Paragraph 330 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

331. The allegations of Paragraph 331 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

332. The allegations of Paragraph 332 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

333. The allegations of Paragraph 333 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

334. The allegations of Paragraph 334 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

335. The allegations of Paragraph 335 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

336. The allegations of Paragraph 336 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

337. The allegations of Paragraph 337 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

338. The allegations of Paragraph 338 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

339. The allegations of Paragraph 339 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

340. The allegations of Paragraph 340 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

341. The allegations of Paragraph 341 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

342. The allegations of Paragraph 342 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

343. The allegations of Paragraph 343 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

344. The allegations of Paragraph 344 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iii. Other Marketing Defendants' misrepresentations regarding abuse deterrence**

345. The allegations of Paragraph 345 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

346. The allegations of Paragraph 346 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

347. The allegations of Paragraph 347 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

348. The allegations of Paragraph 348 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

349. The allegations of Paragraph 349 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**2. The Marketing Defendants Disseminated Their Misleading Messages About Opioids Through Multiple Channels**

350. The allegations of Paragraph 350 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

351. The allegations of Paragraph 351 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**a. The Marketing Defendants Directed Front Groups to Deceptively Promote Opioid Use**

352. The allegations of Paragraph 352 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

353. The allegations of Paragraph 353 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.



354. The allegations of Paragraph 354 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

355. The allegations of Paragraph 355 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

356. The allegations of Paragraph 356 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**i. American Pain Foundation**

357. The allegations of Paragraph 357 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

358. The allegations of Paragraph 358 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

359. The allegations of Paragraph 359 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

360. The allegations of Paragraph 360 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

361. The allegations of Paragraph 361 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

362. The allegations of Paragraph 362 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

363. The allegations of Paragraph 363 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

364. The allegations of Paragraph 364 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**ii. American Academy of Pain Medicine and the American Pain Society**

365. The allegations of Paragraph 365 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

366. The allegations of Paragraph 366 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

367. The allegations of Paragraph 367 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

368. The allegations of Paragraph 368 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

369. The allegations of Paragraph 369 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

370. The allegations of Paragraph 370 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

371. The allegations of Paragraph 371 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

372. The allegations of Paragraph 372 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

373. The allegations of Paragraph 373 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

374. The allegations of Paragraph 374 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

375. The allegations of Paragraph 375 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

376. The allegations of Paragraph 376 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iii. Federation of State Medical Boards**

377. The allegations of Paragraph 377 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

378. The allegations of Paragraph 378 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

379. The allegations of Paragraph 379 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

380. The allegations of Paragraph 380 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

381. The allegations of Paragraph 381 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

382. The allegations of Paragraph 382 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iv. The Alliance for Patient Access**

383. The allegations of Paragraph 383 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

384. The allegations of Paragraph 384 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

385. The allegations of Paragraph 385 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

386. The allegations of Paragraph 386 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

387. The allegations of Paragraph 387 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

388. The allegations of Paragraph 388 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

389. The allegations of Paragraph 389 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

390. The allegations of Paragraph 390 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**v. The U.S. Pain Foundation**

391. The allegations of Paragraph 391 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**vi. American Geriatrics Society**

392. The allegations of Paragraph 392 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

393. The allegations of Paragraph 393 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

394. The allegations of Paragraph 394 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

395. The allegations of Paragraph 395 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**b. The Marketing Defendants Paid Key Opinion Leaders to Deceptively Promote Opioid Use**

396. The allegations of Paragraph 396 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

397. The allegations of Paragraph 397 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

398. The allegations of Paragraph 398 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

399. The allegations of Paragraph 399 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

400. The allegations of Paragraph 400 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

401. The allegations of Paragraph 401 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

402. The allegations of Paragraph 402 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

403. The allegations of Paragraph 403 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**i. Dr. Russell Portenoy**

404. The allegations of Paragraph 404 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

405. The allegations of Paragraph 405 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

406. The allegations of Paragraph 406 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

407. The allegations of Paragraph 407 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

408. The allegations of Paragraph 408 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

409. The allegations of Paragraph 409 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

410. The allegations of Paragraph 410 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

411. The allegations of Paragraph 411 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**ii. Dr. Lynn Webster**

412. The allegations of Paragraph 412 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

413. The allegations of Paragraph 413 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

414. The allegations of Paragraph 414 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

415. The allegations of Paragraph 415 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

416. The allegations of Paragraph 416 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iii. Dr. Perry Fine**

417. The allegations of Paragraph 417 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

418. The allegations of Paragraph 418 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

419. The allegations of Paragraph 419 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

420. The allegations of Paragraph 420 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

421. The allegations of Paragraph 421 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

422. The allegations of Paragraph 422 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

423. The allegations of Paragraph 423 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iv. Dr. Scott Fishman**

424. The allegations of Paragraph 424 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

425. The allegations of Paragraph 425 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

426. The allegations of Paragraph 426 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

427. The allegations of Paragraph 427 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

428. The allegations of Paragraph 428 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

c. **The Marketing Defendants Disseminated Their Misrepresentations Through Continuing Medical Education Programs**

429. The allegations of Paragraph 429 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

430. The allegations of Paragraph 430 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

431. The allegations of Paragraph 431 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

432. The allegations of Paragraph 432 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

433. The allegations of Paragraph 433 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

434. The allegations of Paragraph 434 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

435. The allegations of Paragraph 435 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

436. The allegations of Paragraph 436 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

437. The allegations of Paragraph 437 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

438. The allegations of Paragraph 438 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

439. The allegations of Paragraph 439 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.



440. The allegations of Paragraph 440 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

441. The allegations of Paragraph 441 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**d. The Marketing Defendants Used “Branded” Advertising to Promote their Products to Doctors and Consumers**

442. The allegations of Paragraph 442 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

443. The allegations of Paragraph 443 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**e. The Marketing Defendants Used “Unbranded” Advertising to Promote Opioid Use for Chronic Pain Without FDA Review**

444. The allegations of Paragraph 444 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

445. The allegations of Paragraph 445 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**f. The Marketing Defendants Funded, Edited and Distributed Publications That Supported Their Misrepresentations**

446. The allegations of Paragraph 446 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

447. The allegations of Paragraph 447 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

448. The allegations of Paragraph 448 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

449. The allegations of Paragraph 449 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

450. The allegations of Paragraph 450 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

451. The allegations of Paragraph 451 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**g. The Marketing Defendants Used Detailing to Directly Disseminate Their Misrepresentations to Prescribers**

452. The allegations of Paragraph 452 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

453. The allegations of Paragraph 453 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

454. The allegations of Paragraph 454 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

455. The allegations of Paragraph 455 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

456. The allegations of Paragraph 456 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

457. The allegations of Paragraph 457 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

458. The allegations of Paragraph 458 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

459. The allegations of Paragraph 459 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

460. The allegations of Paragraph 460 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

461. The allegations of Paragraph 461 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**h. Marketing Defendants Used Speakers' Bureaus and Programs to Spread Their Deceptive Messages**

462. The allegations of Paragraph 462 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

463. The allegations of Paragraph 463 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

464. The allegations of Paragraph 464 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**3. The Marketing Defendants Targeted Vulnerable Populations**

465. The allegations of Paragraph 465 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

466. The allegations of Paragraph 466 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

467. The allegations of Paragraph 467 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

468. The allegations of Paragraph 468 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

469. The allegations of Paragraph 469 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

470. The allegations of Paragraph 470 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

471. The allegations of Paragraph 471 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**4. Insys Employed Fraudulent, Illegal, and Misleading Marketing Schemes to Promote Subsys**

472. The allegations of Paragraph 472 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

473. The allegations of Paragraph 473 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

474. The allegations of Paragraph 474 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

475. The allegations of Paragraph 475 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

476. The allegations of Paragraph 476 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

477. The allegations of Paragraph 477 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

478. The allegations of Paragraph 478 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

479. The allegations of Paragraph 479 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

480. The allegations of Paragraph 480 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

481. The allegations of Paragraph 481 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

482. The allegations of Paragraph 482 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

483. The allegations of Paragraph 483 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

484. The allegations of Paragraph 484 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

485. The allegations of Paragraph 485 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

486. The allegations of Paragraph 486 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**5. The Marketing Defendants' Scheme Succeeded, Creating a Public Health Epidemic**

**a. Marketing Defendants Dramatically Expanded Opioid Prescribing and Use**

487. The allegations of Paragraph 487 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

488. The allegations of Paragraph 488 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

489. The allegations of Paragraph 489 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

490. The allegations of Paragraph 490 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

491. The allegations of Paragraph 491 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

492. The allegations of Paragraph 492 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

493. The allegations of Paragraph 493 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

494. The allegations of Paragraph 494 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**b. Marketing Defendants' Deception in Expanding Their Market Created and Fueled the Opioid Epidemic**

495. The allegations of Paragraph 495 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

496. The allegations of Paragraph 496 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

497. Paragraph 497 does not contain any factual allegations and as such no response is required.

**E. Defendants Throughout the Supply Chain Deliberately Disregarded Their Duties to Maintain Effective Controls and to Identify, Report and Take Steps to Halt Suspicious Orders**

498. Cardinal Health denies the allegations in Paragraph 498 of the Complaint as alleged against Defendant Cardinal Health.

499. Cardinal Health denies the allegations in Paragraph 499 of the Complaint as alleged against Defendant Cardinal Health.

500. Cardinal Health admits that wholesale distributors of controlled substances are required to register with the DEA. Cardinal Health also admits that at all times that Cardinal

Health, through its subsidiaries, distributed controlled substances, Cardinal Health's DEA-registered subsidiaries held an appropriate registration. Cardinal Health respectfully refers the Court to the cited statutes and regulations for their true and correct contents. Cardinal Health denies the remaining allegations in Paragraph 500 of the Complaint as alleged against Defendant Cardinal Health.

487. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 487 of the Complaint and, therefore, denies the allegations.”

497. Cardinal Health admits only that Paragraph 497 purports to characterize a document, which speaks for itself, but denies any attempt by Plaintiffs to characterize or selectively quote from it. To the extent a further response is required, Cardinal Health denies the allegations in Paragraph 497 of the Complaint as alleged against Defendant Cardinal Health, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

**1. All Defendants Have a Duty to Report Suspicious Orders and Not to Ship Those Orders Unless Due Diligence Disproves Their Suspicions**

501. Cardinal Health denies the allegations in Paragraph 501 of the Complaint as alleged against Defendant Cardinal Health.

502. Cardinal Health denies the allegations in Paragraph 502 of the Complaint as alleged against Defendant Cardinal Health.

503. Cardinal Health denies the allegations in Paragraph 503 of the Complaint as alleged against Defendant Cardinal Health.

504. Cardinal Health admits that wholesale distributors of controlled substances are required to register with the DEA. Cardinal Health also admits that at all times that Cardinal Health, through its subsidiaries, distributed controlled substances, Cardinal Health's DEA-registered subsidiaries held an appropriate registration. As to the second sentence of Paragraph

504, Cardinal Health admits that the CSA requires the Attorney General to consider, when determining whether a distributor should be registered under the CSA, that distributor's "maintenance of effective control against diversion of particular controlled substances into other than legitimate medical, scientific, and industrial channels." 21 U.S.C. § 823(b)(1). As to the third sentence of Paragraph 504, Cardinal Health admits that the CSA's regulations require registrants to "design and operate a system to disclose to the registrant suspicious orders of controlled substances." 21 C.F.R. § 1301.74(b). Cardinal Health denies any attempt by the Plaintiffs to purport to characterize or selectively quote the statutes and regulations quoted in the second and third sentences of Paragraph 504, which speak for themselves. The fourth sentence of Paragraph 504 contains legal conclusions to which no response is required. To the extent a further response is required, Cardinal Health denies the allegations in Paragraph 504 of the Complaint as alleged against Defendant Cardinal Health.

505. Cardinal Health denies the allegations in Paragraph 505 of the Complaint as alleged against Defendant Cardinal Health.

506. Cardinal Health admits that the Controlled Substances Act was passed in 1970. Cardinal Health also admits that the CSA and its implementing regulations created a closed system of distribution for controlled substances. Cardinal Health denies the remaining allegations in Paragraph 506 of the Complaint as alleged against Defendant Cardinal Health.

507. Cardinal Health admits that DEA sets an aggregate production quota setting "the total quantity of each basic class of controlled substance listed in Schedule I or II necessary to be manufactured during the following calendar year." 21 C.F.R. § 1303.11. Cardinal Health admits that wholesale distributors of controlled substances are required to register with the DEA. Cardinal Health also admits that at all times that Cardinal Health, through its subsidiaries,



distributed controlled substances, Cardinal Health's DEA-registered subsidiaries held an appropriate registration. Cardinal Health admits that the CSA requires the Attorney General to consider, when determining whether a distributor should be registered under the CSA, that distributor's "maintenance of effective control against diversion of particular controlled substances into other than legitimate medical, scientific, and industrial channels." 21 U.S.C. § 823(b)(1). Cardinal Health admits that the CSA's regulations require registrants to "design and operate a system to disclose to the registrant suspicious orders of controlled substances," and that "[t]he registrant shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant." 21 C.F.R. § 1301.74(b). Cardinal Health denies Plaintiffs' attempt to characterize these statutes and regulations, which speak for themselves. To the extent a further response is required, Cardinal Health denies the allegations in Paragraph 507 of the Complaint as alleged against Defendant Cardinal Health.

508. Cardinal Health admits that DEA sets an aggregate production quota setting "the total quantity of each basic class of controlled substance listed in Schedule I or II necessary to be manufactured during the following calendar year." 21 C.F.R. § 1303.11. Cardinal Health admits that among the factors DEA considers in making this determination are "Total net disposal of the class by all manufacturers during the current and 2 preceding years"; "Trends in the national rate of net disposal of the class"; "Total actual (or estimated) inventories of the class and of all substances manufactured from the class, and trends in inventory accumulation"; "Relevant information obtained from the Department of Health and Human Services, including from the Food and Drug Administration, the Centers for Disease Control and Prevention, and the Centers for Medicare and Medicaid Services"; and "Other factors affecting medical, scientific, research, and industrial needs in the United States and lawful export requirements, as the Administrator

finds relevant, including changes in the currently accepted medical use in treatment with the class or the substances which are manufactured from it, the economic and physical availability of raw materials for use in manufacturing and for inventory purposes, yield and stability problems, potential disruptions to production (including possible labor strikes), and recent unforeseen emergencies such as floods and fires.” 21 C.F.R. § 1301.11(b). Cardinal Health admits that an applicant’s “production cycle and current inventory position” may be considered in determining an applicant’s individual manufacturing quota. 21 C.F.R. § 1303.23(a)(2). Except as expressly admitted above, Cardinal Health denies the allegations in Paragraph 508 of the Complaint as alleged against Defendant Cardinal Health and respectfully refers the Court to any cited documents for their true and correct contents, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

509. Cardinal Health admits that the DEA assigns quotas to classes of controlled substances, but denies that Cardinal Health manufactures controlled substances or that it is involved in the setting of the quotas. Therefore, Cardinal Health denies the allegations in Paragraph 509 of the Complaint as alleged against Defendant Cardinal Health.

510. Cardinal Health admits that the CSA’s regulations require registrants to “design and operate a system to disclose to the registrant suspicious orders of controlled substances,” and that “[t]he registrant shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant.” 21 C.F.R. § 1301.74(b). Cardinal Health admits that the regulation states, “Suspicious orders include orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency.” *Id.* Cardinal Health denies Plaintiffs’ attempt to characterize, paraphrase, or add to these regulations, which

speak for themselves. To the extent a further response is required, Cardinal Health denies the allegations in Paragraph 510 of the Complaint as alleged against Defendant Cardinal Health,

511. Cardinal Health denies the allegations in Paragraph 511 of the Complaint as alleged against Defendant Cardinal Health.

512. Cardinal Health denies the allegations in Paragraph 512 of the Complaint as alleged against Defendant Cardinal Health.

513. Cardinal Health denies the allegations in Paragraph 513 of the Complaint as alleged against Defendant Cardinal Health.

514. Cardinal Health denies the allegations in Paragraph 514 of the Complaint as alleged against Defendant Cardinal Health.

515. Cardinal Health denies the allegations in the last sentence of Paragraph 515 of the Complaint as alleged against Defendant Cardinal Health. The remaining allegations in Paragraph 515 contain generalized allegations about the wholesale distribution industry; absent further specificity, Cardinal Health can neither admit nor deny the allegations in Paragraph 515.

516. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 516 of the Complaint and, therefore, denies the allegations.

517. Cardinal Health denies the allegations in Paragraph 517 of the Complaint as alleged against Defendant Cardinal Health.

518. Cardinal Health denies the allegations in Paragraph 518 of the Complaint as alleged against Defendant Cardinal Health.

**2. Defendants Were Aware of and Have Acknowledged Their Obligations to Prevent Diversion and to Report and Take Steps to Halt Suspicious Orders**

519. Cardinal Health denies the allegations in Paragraph 519 of the Complaint as alleged against Defendant Cardinal Health.

520. Cardinal Health admits that it has an important role in the healthcare system of the United States by distributing FDA-approved medications to DEA-licensed pharmacies that may dispense to patients with a valid prescription from a licensed healthcare provider, but otherwise denies the allegations in Paragraph 520 of the Complaint as alleged against Defendant Cardinal Health.

521. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 521 of the Complaint and, therefore, denies the allegations.

522. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, but denies the remaining allegations in Paragraph 522 of the Complaint as alleged against Defendant Cardinal Health.

523. Cardinal Health admits that the CSA's regulations require registrants to "design and operate a system to disclose to the registrant suspicious orders of controlled substances," and that "[t]he registrant shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant." 21 C.F.R. § 1301.74(b). Cardinal Health denies that the CSA imparts on distributors an obligation to decline to fill suspicious orders. Cardinal Health admits that the DEA has provided briefings and conducted conferences, but denies Plaintiffs' characterization of these events in Paragraph 523. Cardinal Health denies all remaining allegations in Paragraph 523 of the Complaint as alleged against Defendant Cardinal Health.

524. Cardinal Health admits that the CSA's regulations require registrants to "design and operate a system to disclose to the registrant suspicious orders of controlled substances," and that "[t]he registrant shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant." 21 C.F.R. § 1301.74(b). Cardinal Health

denies that the CSA imparts on distributors an obligation to decline to fill suspicious orders, or to conduct due diligence regarding suspicious orders. Cardinal Health admits that the DEA sent correspondence to Defendants or their subsidiaries that contained the quoted language (letter dated September 27, 2006), and respectfully refer the Court to any cited documents for their true and correct contents. Cardinal Health further denies Plaintiffs' characterization of these events in Paragraph 524. Cardinal Health denies all remaining allegations in Paragraph 524 of the Complaint as alleged against Defendant Cardinal Health.

525. Cardinal Health admits that the CSA's regulations require registrants to "design and operate a system to disclose to the registrant suspicious orders of controlled substances," and that "[t]he registrant shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant." 21 C.F.R. § 1301.74(b). Cardinal Health denies that the CSA imparts on distributors an obligation to decline to fill suspicious orders, or to conduct due diligence regarding suspicious orders. Cardinal Health admits that the DEA sent correspondence to Defendants or their subsidiaries that contained the quoted language (letter dated December 27, 2007), and respectfully refer the Court to any cited documents for their true and correct contents. Cardinal Health further denies Plaintiffs' characterization of these events in Paragraph 525. Cardinal Health denies all remaining allegations in Paragraph 525 of the Complaint as alleged against Defendant Cardinal Health.

**3. Defendants Worked Together to Inflate the Quotas of Opioids They Could Distribute**

526. Cardinal Health denies the allegations in Paragraph 526 of the Complaint as alleged against Defendant Cardinal Health.

527. Cardinal Health denies the allegations in Paragraph 527 of the Complaint as alleged against Defendant Cardinal Health.

528. Cardinal Health admits that Cardinal Health acquires pharmaceuticals from manufacturers, but denies the remaining allegations in Paragraph 528 of the Complaint as alleged against Defendant Cardinal Health.

529. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 529 of the Complaint and, therefore, denies the allegations.

530. Cardinal Health negotiates with pharmaceutical manufacturers on a contract-by-contract basis, and the terms of these contracts are not uniform; thus, Cardinal Health lacks sufficient knowledge to admit or deny the allegations in the first three sentences of Paragraph 530 because the allegations are not specific to any contract. Cardinal Health denies the allegations in the final sentence of Paragraph 530 of the Complaint as alleged against Defendant Cardinal Health.

531. Cardinal Health denies the allegations of Paragraph 531 as alleged against Defendant Cardinal Health.

532. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 532 of the Complaint and, therefore, denies the allegations.

533. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 533 of the Complaint and, therefore, denies the allegations

534. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, but denies all remaining allegations in Paragraph 534.

535. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, but denies all remaining allegations in Paragraph 535.

536. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, but denies all remaining allegations in Paragraph 536.

537. Cardinal Health denies the allegations in Paragraph 537 as alleged against Defendant Cardinal Health.

538. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, but denies all remaining allegations in Paragraph 538.

539. Cardinal Health denies the allegations in Paragraph 539 as alleged against Defendant Cardinal Health.

540. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, but denies all remaining allegations in Paragraph 540.

541. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, and that members of the Healthcare Distribution Alliance may participate in councils, committees, task forces and working groups, including those listed in Paragraph 541 of the Complaint, but denies all remaining allegations in Paragraph 541.

542. Cardinal Health denies the allegations in Paragraph 542 as alleged against Defendant Cardinal Health.

543. Cardinal Health denies the allegations in Paragraph 543 of the Complaint as alleged against Defendant Cardinal Health.

544. Cardinal Health denies the allegations in Paragraph 544 of the Complaint as alleged against Defendant Cardinal Health.

545. Cardinal Health denies the allegations in Paragraph 545 of the Complaint as alleged against Defendant Cardinal Health.

546. Cardinal Health denies the allegations in Paragraph 546 of the Complaint as alleged against Defendant Cardinal Health.

547. Paragraph 547 contains no factual allegations and as such no response is required.

548. Cardinal Health denies the allegations in Paragraph 548 of the Complaint as alleged against Defendant Cardinal Health.

549. Cardinal Health denies the allegations in Paragraph 549 of the Complaint as alleged against Defendant Cardinal Health.

550. Cardinal Health denies the allegations in Paragraph 550 of the Complaint as alleged against Defendant Cardinal Health.

551. Cardinal Health denies the allegations in Paragraph 551 of the Complaint as alleged against Defendant Cardinal Health.

552. Cardinal Health denies the allegations in Paragraph 552 of the Complaint as alleged against Defendant Cardinal Health.

553. Cardinal Health denies the allegations in Paragraph 553 of the Complaint as alleged against Defendant Cardinal Health.

**4. Defendants Kept Careful Track of Prescribing Data and Knew About Suspicious Orders and Prescribers**

554. Cardinal Health denies the allegations in Paragraph 554 of the Complaint as alleged against Defendant Cardinal Health.

555. Cardinal Health denies the allegations in Paragraph 555 of the Complaint as alleged against Defendant Cardinal Health.

556. Cardinal Health denies the allegations in Paragraph 556 of the Complaint as alleged against Defendant Cardinal Health.

557. Cardinal Health denies the allegations in Paragraph 557 of the Complaint as alleged against Defendant Cardinal Health.

558. Cardinal Health denies the allegations in Paragraph 558 of the Complaint as alleged against Defendant Cardinal Health.



559. Cardinal Health admits it has developed and used “know your customer” questionnaires. Cardinal Health denies the remaining allegations in Paragraph 559 of the Complaint as alleged against Defendant Cardinal Health.

560. Cardinal Health denies the allegations in Paragraph 560 of the Complaint as alleged against Defendant Cardinal Health.

561. Cardinal Health denies the allegations in Paragraph 561 of the Complaint as alleged against Defendant Cardinal Health.

562. Cardinal Health denies the allegations in Paragraph 562 of the Complaint as alleged against Defendant Cardinal Health.

563. Cardinal Health denies the allegations in Paragraph 563 of the Complaint as alleged against Defendant Cardinal Health.

564. Paragraph 564 contains no factual allegations and as such requires no response.

565. Cardinal Health denies the allegations in Paragraph 565 of the Complaint as alleged against Defendant Cardinal Health.

566. Cardinal Health denies the allegations in Paragraph 566 of the Complaint as alleged against Defendant Cardinal Health.

567. Cardinal Health denies the allegations in Paragraph 567 of the Complaint as alleged against Defendant Cardinal Health.

568. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 568 of the Complaint and, therefore, denies the allegations.

569. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 569 of the Complaint and, therefore, denies the allegations.

570. Cardinal Health denies the allegations in Paragraph 570 of the Complaint as alleged against Defendant Cardinal Health.

571. Cardinal Health denies the allegations in Paragraph 571 of the Complaint as alleged against Defendant Cardinal Health.

572. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 572 of the Complaint and, therefore, denies the allegations.

573. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 573 of the Complaint and, therefore, denies the allegations.

574. Cardinal Health denies the allegations in Paragraph 574 of the Complaint as alleged against Defendant Cardinal Health.

575. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 575 of the Complaint and, therefore, denies the allegations.

576. Cardinal Health denies the allegations in Paragraph 576 of the Complaint as alleged against Defendant Cardinal Health.

577. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 577 of the Complaint and, therefore, denies the allegations.

578. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 578 of the Complaint and, therefore, denies the allegations.

**5. Defendants Failed to Report Suspicious Orders or Otherwise Act to Prevent Diversion**

579. Cardinal Health denies the allegations in Paragraph 579 of the Complaint as alleged against Defendant Cardinal Health.

580. Cardinal Health denies the allegations in Paragraph 580 of the Complaint as alleged against Defendant Cardinal Health.

581. The allegations of Paragraph 581 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

582. The allegations of Paragraph 582 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

583. The allegations of Paragraph 583 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

584. Cardinal Health admits that it and its subsidiaries reached settlement agreements in 2016 under which Cardinal Health paid \$44 million but denies Plaintiffs' characterizations. Cardinal Health denies all other allegations in Paragraph 584. In particular, Cardinal Health did not admit, accept, or acknowledge any of the purported violations listed by in Paragraph 584.

585. Cardinal Health admits that the State of West Virginia sued it in June 2012, alleging claims that are nearly identical to the ones asserted by Plaintiffs and put Plaintiffs on notice of their purported claims, if they were not already on notice of those claims. Cardinal Health also admits that it settled that lawsuit with the State of West Virginia in 2017, and as part of the settlement, paid the State of West Virginia \$20 million. Cardinal Health denies the remaining allegations in Paragraph 585 of the Complaint as alleged against Defendant Cardinal Health.

586. The allegations of Paragraph 586 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

587. The allegations of Paragraph 587 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

588. The allegations of Paragraph 588 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

589. The allegations of Paragraph 589 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

590. The allegations of Paragraph 590 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

591. The allegations of Paragraph 591 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

592. The allegations of Paragraph 592 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

593. Cardinal Health denies the allegations in Paragraph 593 of the Complaint as alleged against Defendant Cardinal Health.

**6. Defendants Delayed a Response to the Opioid Crisis by Pretending to Cooperate with Law Enforcement**

594. Cardinal Health denies the allegations in Paragraph 594 of the Complaint as alleged against Defendant Cardinal Health.

595. Cardinal Health denies the allegations in Paragraph 595 of the Complaint as alleged against Defendant Cardinal Health.

596. Cardinal Health admits that it employs an advanced anti-diversion program as part of its compliance with the federal CSA. Cardinal Health also admits that it provides funding

for “Generation Rx,” which funds grants related to prescription drug misuse, including funding prevention education for youth, best practices in pain medication and patient engagement, and community-level response to the opioid crisis. Cardinal Health also admits that it endeavors to be as efficient and effective as possible in complying with its legal duties under the CSA.

Cardinal Health denies any remaining allegations in Paragraph 596.

597. The allegations of Paragraph 597 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

598. The allegations of Paragraph 598 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

599. Cardinal Health denies the allegations in Paragraph 599 of the Complaint as alleged against Defendant Cardinal Health.

600. Cardinal Health admits that its conduct has been in compliance with the law. Cardinal Health denies any remaining allegations in Paragraph 600.

601. The allegations of Paragraph 601 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

602. The allegations of Paragraph 602 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

603. The allegations of Paragraph 603 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

604. The allegations of Paragraph 604 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

605. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 605 of the Complaint and, therefore, denies the allegations.

606. Cardinal Health admits that it carried out its legal duties, but denies the remaining allegations in Paragraph 606 of the Complaint as alleged against Defendant Cardinal Health.

**7. The National Retail Pharmacies Were on Notice of and Contributed to Illegal Diversion of Prescription Opioids**

607. The allegations of Paragraph 607 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

608. The allegations of Paragraph 608 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

609. The allegations of Paragraph 609 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

610. The allegations of Paragraph 610 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**a. The National Retail Pharmacies Have a Duty to Prevent Diversion**

611. The allegations of Paragraph 611 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

612. The allegations of Paragraph 612 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

613. The allegations of Paragraph 613 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

614. The allegations of Paragraph 614 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

615. The allegations of Paragraph 615 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

616. The allegations of Paragraph 616 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

617. The allegations of Paragraph 617 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

618. The allegations of Paragraph 618 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

619. The allegations of Paragraph 619 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

620. The allegations of Paragraph 620 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

621. The allegations of Paragraph 621 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

622. The allegations of Paragraph 622 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

623. The allegations of Paragraph 623 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

624. The allegations of Paragraph 624 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

625. The allegations of Paragraph 625 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

626. The allegations of Paragraph 626 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**b. Multiple Enforcement Actions against the National Retail Pharmacies Confirms their Compliance Failures**

627. The allegations of Paragraph 627 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**i. CVS**

628. The allegations of Paragraph 628 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

629. The allegations of Paragraph 629 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

630. The allegations of Paragraph 630 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

631. The allegations of Paragraph 631 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

632. The allegations of Paragraph 632 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

633. The allegations of Paragraph 633 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

634. The allegations of Paragraph 634 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

635. The allegations of Paragraph 635 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

636. The allegations of Paragraph 636 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.



637. The allegations of Paragraph 637 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

638. The allegations of Paragraph 638 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

639. The allegations of Paragraph 639 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

640. The allegations of Paragraph 640 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**ii. Walgreens**

641. The allegations of Paragraph 641 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

642. The allegations of Paragraph 642 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

643. The allegations of Paragraph 643 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

644. The allegations of Paragraph 644 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

645. The allegations of Paragraph 645 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

646. The allegations of Paragraph 646 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

647. The allegations of Paragraph 647 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

648. The allegations of Paragraph 648 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

649. The allegations of Paragraph 649 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iii. Rite Aid**

650. The allegations of Paragraph 650 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

651. The allegations of Paragraph 651 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

652. The allegations of Paragraph 652 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

653. The allegations of Paragraph 653 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

654. The allegations of Paragraph 654 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

655. The allegations of Paragraph 655 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

656. The allegations of Paragraph 656 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

657. The allegations of Paragraph 657 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

658. The allegations of Paragraph 658 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

659. The allegations of Paragraph 659 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**F. The Opioids the Defendants Sold Migrated into Other Jurisdictions**

660. The allegations in Paragraph 660 are vague and non-specific to any prescription opioids manufactured or distributed by any particular Defendant, and Cardinal Health therefore lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 660 of the Complaint and, therefore, denies the allegations. The Complaint itself alleges that the opioid abuse problem is the result of a change in the medical standard of care for prescribing opioid medications. Cardinal Health admits that the change in the medical standard of care contributed to the over-prescription of opioid medications. Further, to the extent individual criminal acts were undertaken by individuals related to opioids, Cardinal Health denies any involvement in that criminal activity.

661. The allegations in Paragraph 661 are vague and non-specific to any prescription opioids manufactured or distributed by any particular Defendant, and Cardinal Health therefore lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 661 of the Complaint and, therefore, denies the allegations. The Complaint itself alleges that the opioid abuse problem is the result of a change in the medical standard of care for prescribing opioid medications. Cardinal Health admits that the change in the medical standard of care contributed to the over-prescription of opioid medications. Further, to the extent individual criminal acts were undertaken by individuals related to opioids, Cardinal Health denies any involvement in that criminal activity.

662. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 662 of the Complaint and, therefore, denies the allegations.

663. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 663 of the Complaint and, therefore, denies the allegations.

664. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 664 of the Complaint and, therefore, denies the allegations.

665. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 665 of the Complaint and, therefore, denies the allegations.

666. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 666 of the Complaint and, therefore, denies the allegations.

667. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks knowledge sufficient to form a belief as

to the truth of the allegations in Paragraph 667 of the Complaint and, therefore, denies the allegations.

668. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 668 of the Complaint and, therefore, denies the allegations.

669. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 669 of the Complaint and, therefore, denies the allegations.

670. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health denies the remaining allegations in Paragraph 670 of the Complaint as alleged against Defendant Cardinal Health.

**G. Ohio-Specific Facts**

671. Cardinal Health denies the allegations in Paragraph 671 of the Complaint as alleged against Defendant Cardinal Health.

**1. The Devastating Effects of the Opioid Crisis in Ohio and Plaintiffs' Communities**

**a. Marketing Defendants' Implementation of Their Scheme in Summit County**

672. Cardinal Health denies the allegations in Paragraph 672 of the Complaint as alleged against Defendant Cardinal Health.

673. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 673 of the Complaint and, therefore, denies the allegations.

674. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 674 of the Complaint and, therefore, denies the allegations.

675. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 675 of the Complaint and, therefore, denies the allegations.

676. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 676 of the Complaint and, therefore, denies the allegations.

677. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 677 of the Complaint and, therefore, denies the allegations.

678. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 678 of the Complaint and, therefore, denies the allegations.

679. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 679 of the Complaint and, therefore, denies the allegations.

680. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 680 of the Complaint and, therefore, denies the allegations.

681. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 681 of the Complaint and, therefore, denies the allegations.

682. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 682 of the Complaint and, therefore, denies the allegations.

683. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 683 of the Complaint and, therefore, denies the allegations.

**b. Defendants Breached Their Duties in Ohio**

684. Cardinal Health Admits that Ohio Administrative Code § 4729-9-16(H) states, “Wholesale drug distributors shall establish and maintain inventories and records of all transactions regarding the receipt and distribution or other disposition of dangerous drugs,” and that section 4729-9-16(H)(1)(e) states, “[a] system shall be designed and operated to disclose orders for controlled substances and other dangerous drugs subject to abuse.” Cardinal Health admits that Ohio Revised Code § 4729.52(B)(1)(c) states, “[t]he board may adopt rules under section 4729.26 of the Revised Code to create classification types of any license issued pursuant to this section. Persons who meet the definitions of the classification types shall comply with all requirements for the specific license classification specified in rule.” Cardinal Health admits that the CSA requires the Attorney General to consider, when determining whether a distributor should be registered under the CSA, that distributor’s “maintenance of effective control against diversion of particular controlled substances into other than legitimate medical, scientific, and industrial channels.” 21 U.S.C. § 823(b)(1). Cardinal Health admits that the CSA’s regulations require registrants to “design and operate a system to disclose to the registrant suspicious orders of controlled substances.” 21 C.F.R. § 1301.74(b). Cardinal Health denies Plaintiffs’ attempt to characterize, paraphrase, or add to these statutes and regulations, which speak for themselves. To the extent a further response is required, Cardinal Health denies the allegations in Paragraph 684 as alleged against Defendant Cardinal Health.

685. Cardinal Health admits that Ohio Administrative Code § 4729-9-16(H)(1)(e)(i) states, “[T]he wholesaler shall inform the state board of pharmacy of suspicious orders for drugs when discovered. Suspicious orders are those which, in relation to the wholesaler's records as a whole, are of unusual size, unusual frequency, or deviate substantially from established buying patterns.” Cardinal Health denies Plaintiffs’ attempt to characterize, paraphrase, or add to the

quoted and cited statutes and regulations, which speak for themselves. To the extent a further response is required, Cardinal Health denies the allegations in Paragraph 685 as alleged against Defendant Cardinal Health.

686. Cardinal Health admits that Ohio Administrative Code § 4729-9-16(L) states, “Wholesale drug distributors shall operate in compliance with applicable federal, state, and local laws and regulations.” Cardinal Health admits that Ohio Administrative Code § 4729-9-16(H)(1)(e)(i) states, “[T]he wholesaler shall inform the state board of pharmacy of suspicious orders for drugs when discovered. Suspicious orders are those which, in relation to the wholesaler’s records as a whole, are of unusual size, unusual frequency, or deviate substantially from established buying patterns.” Cardinal Health denies Plaintiffs’ attempt to characterize, paraphrase, or add to the quoted and cited statutes and regulations, which speak for themselves. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 686 as alleged against Defendant Cardinal Health.

687. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 687 of the Complaint and, therefore, denies the allegations.

688. Cardinal Health denies the allegations in Paragraph 688 of the Complaint as alleged against Defendant Cardinal Health.

689. Cardinal Health denies the allegations in Paragraph 689 of the Complaint as alleged against Defendant Cardinal Health.

690. Cardinal Health admits that, under the Court’s April 11, 2018 order, “DEA and Plaintiffs now agree DEA will produce data related only to all prescription oxycodone, hydrocodone, hydromorphone, and fentanyl transactions, including combination products.” ECF No. 233 at 15.



691. Paragraph 691 of the Complaint states legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations of Paragraph 691 of the Complaint as alleged against Defendant Cardinal Health.

692. Cardinal Health admits that certain ARCOS data was produced to Plaintiffs in this litigation. This data speaks for itself, and Cardinal Health denies any attempt by Plaintiffs to characterize it or selectively quote from it. To the extent a further response is required, Cardinal Health denies the allegations in paragraph 692 of the Complaint as alleged against Defendant Cardinal Health.

693. Cardinal Health denies the allegations in Paragraph 693 of the Complaint as alleged against Defendant Cardinal Health.

694. Paragraph 694 of the Complaint purports to characterize ARCOS data, which speaks for itself. To the extent a response is required, Cardinal Health denies the allegations of Paragraph 694 of the Complaint as alleged against Defendant Cardinal Health.

695. Cardinal Health denies the allegations in Paragraph 695 of the Complaint as alleged against Defendant Cardinal Health.

696. Cardinal Health denies the allegations in Paragraph 696 of the Complaint as alleged against Defendant Cardinal Health.

697. Cardinal Health denies the allegations in Paragraph 697 of the Complaint as alleged against Defendant Cardinal Health.

698. Paragraph 698 of the Complaint purports to characterize OARRS and ARCOS data, which speak for themselves. To the extent a response is required, Cardinal Health denies the allegations of Paragraph 698 of the Complaint as alleged against Defendant Cardinal Health.

699. Paragraph 699 of the Complaint purports to characterize OARRS and ARCOS data, which speak for themselves. To the extent a response is required, Cardinal Health denies the allegations of Paragraph 699 of the Complaint as alleged against Defendant Cardinal Health.

700. Paragraph 700 of the Complaint purports to characterize OARRS and ARCOS data, which speak for themselves. To the extent a response is required, Cardinal Health denies the allegations of Paragraph 700 of the Complaint as alleged against Defendant Cardinal Health.

701. Cardinal Health denies the allegations in Paragraph 701 of the Complaint as alleged against Defendant Cardinal Health.

702. Cardinal Health denies the allegations in Paragraph 702 of the Complaint as alleged against Defendant Cardinal Health.

703. Paragraph 703 contains no factual allegations and, as such, no response is required.

704. Paragraph 704 contains no factual allegations and, as such, no response is required.

705. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. To the extent a further response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 705 of the Complaint and, therefore, denies the allegations.

706. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. To the extent a further response is required, Cardinal Health

lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 706 of the Complaint and, therefore, denies the allegations.

707. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. To the extent a further response is required, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 707 of the Complaint and, therefore, denies the allegations.

708. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 708 of the Complaint and, therefore, denies the allegations.

709. Cardinal Health admits that an increase in fatal overdoses from prescription opioids and illegal substances, such as heroin and fentanyl, has been widely publicized for years and that Plaintiffs therefore have long been aware of their potential claims. Cardinal Health denies the remaining allegations in Paragraph 709 of the Complaint as alleged against Defendant Cardinal Health.

710. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health further admits that the Ohio Governor's Cabinet Drug Abuse Task Force was formed in 2010 to address the opioid addiction problem in the state and that the Task Force issued written reports, the particular contents of which speak for themselves, and as a result Plaintiffs have long been aware of their potential claims. To the

extent a further response is required, Cardinal Health denies the allegations in Paragraph 710 of the Complaint as alleged against Defendant Cardinal Health.

711. Paragraph 711 contains no factual allegations and, as such, no response is required.

712. Cardinal Health denies the allegations in Paragraph 712 of the Complaint as alleged against Defendant Cardinal Health.

713. Cardinal Health denies the allegations in Paragraph 713 of the Complaint as alleged against Defendant Cardinal Health.

c. **By Dramatically Increasing Prescription Opioid Prescribing and Use, Defendants Have Created a Public Health Crisis in Summit County**

714. Cardinal Health denies the allegations in Paragraph 714 of the Complaint as alleged against Defendant Cardinal Health.

715. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 715 of the Complaint and, therefore, denies the allegations.

716. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 716 of the Complaint and, therefore, denies the allegations.

717. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 717 of the Complaint and, therefore, denies the allegations.

718. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 718 of the Complaint and, therefore, denies the allegations.

719. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 719 of the Complaint and, therefore, denies the allegations.

720. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 720 of the Complaint and, therefore, denies the allegations.

721. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 721 of the Complaint and, therefore, denies the allegations.

722. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 722 of the Complaint and, therefore, denies the allegations.

723. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications, but Cardinal Health denies that it has any responsibility for drugs sold on the illicit market, and, therefore, denies the allegations in Paragraph 723 of the Complaint.

724. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications, but Cardinal Health denies that it has any responsibility for drugs sold on the illicit market and, therefore, denies the allegations in Paragraph 724 of the Complaint.

725. Cardinal Health denies the allegations in Paragraph 725 as alleged against Defendant Cardinal Health.

726. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 726 of the Complaint and, therefore, denies the allegations.

727. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 727 of the Complaint and, therefore, denies the allegations.

728. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 728 of the Complaint and, therefore, denies the allegations.

729. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 729 of the Complaint and, therefore, denies the allegations.

730. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 730 of the Complaint and, therefore, denies the allegations.

731. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 731 of the Complaint and, therefore, denies the allegations.

732. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 732 of the Complaint and, therefore, denies the allegations.

733. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 733 of the Complaint and, therefore, denies the allegations.

734. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 734 of the Complaint and, therefore, denies the allegations.

735. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 735 of the Complaint and, therefore, denies the allegations.

736. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise Paragraph knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 736 of the Complaint and, therefore, denies the allegations.

737. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise Paragraph knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 737 of the Complaint and, therefore, denies the allegations.

738. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 738 of the Complaint and, therefore, denies the allegations.

739. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 739 of the Complaint and, therefore, denies the allegations.

740. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 740 of the Complaint and, therefore, denies the allegations.

741. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 741 of the Complaint and, therefore, denies the allegations.

742. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 742 of the Complaint and, therefore, denies the allegations.

743. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and otherwise lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 743 of the Complaint and, therefore, denies the allegations.

744. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and therefore denies the allegations in Paragraph 744.

745. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiffs and therefore denies the allegations in Paragraph 745.

**H. The Defendants Conspired to Engage In The Wrongful Conduct Complained Of Herein and Intended To Benefit Both Independently and Jointly From Their Conspiracy**

**1. Conspiracy Among Marketing Defendants**

746. The allegations of Paragraph 746 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

747. The allegations of Paragraph 747 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

748. The allegations of Paragraph 748 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

749. The allegations of Paragraph 749 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

750. The allegations of Paragraph 750 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations

751. The allegations of Paragraph 751 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

752. The allegations of Paragraph 752 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.



753. The allegations of Paragraph 753 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

754. The allegations of Paragraph 754 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

755. The allegations of Paragraph 755 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

756. The allegations of Paragraph 756 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

757. The allegations of Paragraph 757 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

758. The allegations of Paragraph 758 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

759. The allegations of Paragraph 759 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**2. Conspiracy Among All Defendants**

760. Cardinal Health denies the allegations in Paragraph 760 of the Complaint as alleged against Defendant Cardinal Health.

761. Cardinal Health denies the allegations in Paragraph 761 of the Complaint as alleged against Defendant Cardinal Health.

762. Cardinal Health denies the allegations in Paragraph 762 of the Complaint as alleged against Defendant Cardinal Health.

763. Cardinal Health denies the allegations in Paragraph 763 of the Complaint as alleged against Defendant Cardinal Health.

764. Cardinal Health denies the allegations in Paragraph 764 of the Complaint as alleged against Defendant Cardinal Health.

765. Cardinal Health denies the allegations in Paragraph 765 of the Complaint as alleged against Defendant Cardinal Health.

766. Cardinal Health denies the allegations in Paragraph 766 of the Complaint as alleged against Defendant Cardinal Health.

**I. Statutes of Limitations Are Tolled and Defendants Are Estopped From Asserting Statutes of Limitations As Defenses**

**1. Continuing Conduct**

767. Cardinal Health denies the allegations in Paragraph 767 of the Complaint.

768. Cardinal Health denies the allegations in Paragraph 768 of the Complaint.

**2. Equitable Estoppel and Fraudulent Concealment**

769. Cardinal Health denies the allegations in Paragraph 768 of the Complaint.

770. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. To the extent a further response is required, Cardinal Health denies the allegations in Paragraph 770 of the Complaint as alleged against Defendant Cardinal Health.

771. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 771 of the Complaint and, therefore, denies the allegations.

772. Cardinal Health denies the allegations in Paragraph 772 of the Complaint as alleged against Defendant Cardinal Health.

773. Cardinal Health denies the allegations in Paragraph 773 of the Complaint as alleged against Defendant Cardinal Health.

774. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 774 of the Complaint and, therefore, denies the allegations.

775. Cardinal Health denies the allegations in Paragraph 775 of the Complaint as alleged against Defendant Cardinal Health.

776. Cardinal Health denies the allegations in Paragraph 776 of the Complaint as alleged against Defendant Cardinal Health.

777. Cardinal Health denies the allegations in Paragraph 777 of the Complaint as alleged against Defendant Cardinal Health.

**J. Facts Pertaining to Punitive Damages**

778. Cardinal Health denies the allegations in Paragraph 778 of the Complaint as alleged against Defendant Cardinal Health.

779. Cardinal Health denies the allegations in Paragraph 779 of the Complaint as alleged against Defendant Cardinal Health.

780. Cardinal Health denies the allegations in Paragraph 780 of the Complaint as alleged against Defendant Cardinal Health.

781. Cardinal Health denies the allegations in Paragraph 781 of the Complaint as alleged against Defendant Cardinal Health.

**1. The Marketing Defendants Persisted in Their Fraudulent Scheme Despite Repeated Admonitions, Warnings, and Even Prosecutions**

782. The allegations of Paragraph 782 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations..

**a. FDA Warnings to Janssen Failed to Deter Janssen's Misleading Promotion of Duragesic**

783. The allegations of Paragraph 783 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

784. The allegations of Paragraph 784 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

785. The allegations of Paragraph 785 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**b. Governmental Action, Including Large Monetary Fines, Failed to Stop Cephalon from Falsely Marketing Actiq for Off-Label Uses**

786. The allegations of Paragraph 786 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

787. The allegations of Paragraph 787 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations

**c. FDA Warnings Did Not Prevent Cephalon from Continuing False and Off-Label Marketing of Fentora**

788. The allegations of Paragraph 788 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

789. The allegations of Paragraph 789 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations

790. The allegations of Paragraph 790 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**d. A Guilty Plea and a Large Fine Did Not Deter Purdue from Continuing Its Fraudulent Marketing of OxyContin**

791. The allegations of Paragraph 791 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

792. The allegations of Paragraph 792 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

2. **Repeated Admonishments and Fines Did Not Stop Defendants from Ignoring Their Obligations to Control the Supply Chain and Prevent Diversion**

793. Cardinal Health denies the allegations in Paragraph 793 of the Complaint as alleged against Defendant Cardinal Health.

794. Cardinal Health admits that Joe Rannazzisi was interviewed on a *60 Minutes* episode that aired October 15, 2017, but denies Mr. Rannazzisi's allegations in that program and denies the remaining allegations of Paragraph 794 of the Complaint as alleged against Defendant Cardinal Health.

795. Cardinal Health admits that Jim Geldhof was interviewed on a *60 Minutes* episode that aired October 15, 2017, but denies Mr. Rannazzisi's allegations in that program and denies the remaining allegations of Paragraph 795 of the Complaint as alleged against Defendant Cardinal Health.

796. Cardinal Health denies the allegations in Paragraph of the Complaint as alleged against Defendant Cardinal Health, except Cardinal Health admits that the DEA has brought public administrative actions, and respectfully refers the Court to any cited proceedings and documents for their true and correct contents. Cardinal Health further denies Plaintiffs' characterization of these events. Cardinal Health otherwise denies possessing knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 796.

797. The allegations of Paragraph 797 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

798. The allegations of Paragraph 798 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

799. The allegations of Paragraph 799 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

800. The allegations of Paragraph 800 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

801. The allegations of Paragraph 801 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

802. The allegations of Paragraph 802 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

803. The allegations of Paragraph 803 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

804. The allegations of Paragraph 804 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

805. Paragraph 805 contains no factual allegations and, as such, no response is required.

806. Paragraph 806 contains no factual allegations and, as such, no response is required.

807. Paragraph 807 contains no factual allegations and, as such, no response is required.

808. The allegations of Paragraph 808 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

809. The allegations of Paragraph 809 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

810. The allegations of Paragraph 810 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

811. The allegations of Paragraph 811 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

812. The allegations of Paragraph 812 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

813. Cardinal Health denies the allegations in Paragraph 813 of the Complaint as alleged against Defendant Cardinal Health.

**II. FACTS PERTAINING TO CLAIMS UNDER RACKETEER-INFLUENCED AND CORRUPT ORGANIZATIONS (“RICO”) ACT**

**A. The Opioid Marketing Enterprise**

**1. The Common Purpose and Scheme of the Opioid Marketing Enterprise**

814. The allegations of Paragraph 814 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

815. The allegations of Paragraph 815 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

816. The allegations of Paragraph 816 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

817. The allegations of Paragraph 817 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

818. The allegations of Paragraph 818 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

819. The allegations of Paragraph 819 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

820. The allegations of Paragraph 820 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

821. The allegations of Paragraph 821 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

822. The allegations of Paragraph 822 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

823. The allegations of Paragraph 823 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

824. The allegations of Paragraph 824 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

825. The allegations of Paragraph 825 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

826. The allegations of Paragraph 826 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

827. The allegations of Paragraph 827 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

828. The allegations of Paragraph 828 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**2. The Conduct of the Opioid Marketing Enterprise violated Civil RICO**

829. The allegations of Paragraph 829 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

830. The allegations of Paragraph 830 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

831. The allegations of Paragraph 831 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.



832. The allegations of Paragraph 832 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

833. The allegations of Paragraph 833 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

834. The allegations of Paragraph 834 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**3. The RICO Marketing Defendants Controlled and Paid Front Groups and KOLs to Promote and Maximize Opioid Use**

835. The allegations of Paragraph 835 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

836. The allegations of Paragraph 836 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

837. The allegations of Paragraph 837 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**4. Pattern of Racketeering Activity**

838. The allegations of Paragraph 838 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

839. The allegations of Paragraph 839 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

840. The allegations of Paragraph 840 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

841. The allegations of Paragraph 841 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

842. The allegations of Paragraph 842 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

843. The allegations of Paragraph 843 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

844. The allegations of Paragraph 844 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

845. The allegations of Paragraph 845 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

846. The allegations of Paragraph 846 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

847. The allegations of Paragraph 847 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

848. The allegations of Paragraph 848 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**B. The Opioid Supply Chain Enterprise**

849. Cardinal Health denies the allegations in Paragraph 849 of the Complaint as alleged against Defendant Cardinal Health.

850. Cardinal Health denies the allegations in Paragraph 850 of the Complaint as alleged against Defendant Cardinal Health.

851. Cardinal Health denies the allegations in Paragraph 851 of the Complaint as alleged against Defendant Cardinal Health.

852. Cardinal Health denies the allegations in Paragraph 852 of the Complaint as alleged against Defendant Cardinal Health.

853. Cardinal Health denies the allegations in Paragraph 853 of the Complaint as alleged against Defendant Cardinal Health.

854. Cardinal Health denies the allegations in Paragraph 854 of the Complaint as alleged against Defendant Cardinal Health.

855. Cardinal Health denies the allegations in Paragraph 855 of the Complaint as alleged against Defendant Cardinal Health.

856. Cardinal Health denies the allegations in Paragraph 856 of the Complaint as alleged against Defendant Cardinal Health as alleged against Defendant Cardinal Health.

857. Cardinal Health denies the allegations in Paragraph 857 of the Complaint as alleged against Defendant Cardinal Health.

858. The allegations in Paragraph 858 of the Complaint state general legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 858 of the Complaint as alleged against Defendant Cardinal Health.

859. Cardinal Health denies the allegations in Paragraph 859 of the Complaint as alleged against Defendant Cardinal Health.

860. Cardinal Health denies the allegations in Paragraph 860 of the Complaint as alleged against Defendant Cardinal Health.

861. Cardinal Health denies the allegations in Paragraph 861 of the Complaint as alleged against Defendant Cardinal Health.

862. Cardinal Health denies the allegations in Paragraph 862 of the Complaint as alleged against Defendant Cardinal Health.

863. Cardinal Health denies the allegations in Paragraph 863 of the Complaint as alleged against Defendant Cardinal Health.

864. Cardinal Health denies the allegations in Paragraph 864 of the Complaint as alleged against Defendant Cardinal Health.

865. Cardinal Health admits that, through its DEA registrant subsidiaries, it distributes FDA-approved medications of all types, including opioids, to pharmacies throughout the United States holding valid DEA licenses that dispense those medications pursuant to a prescription from a licensed physician. Otherwise, Cardinal Health denies the allegations in Paragraph 865 of the Complaint as alleged against Defendant Cardinal Health.

866. Cardinal Health denies the allegations in Paragraph 866 of the Complaint as alleged against Defendant Cardinal Health.

867. Cardinal Health denies the allegations in Paragraph 867 of the Complaint as alleged against Defendant Cardinal Health.

868. Cardinal Health denies the allegations in Paragraph 868 of the Complaint as alleged against Defendant Cardinal Health.

869. Cardinal Health denies the allegations in Paragraph 869 of the Complaint as alleged against Defendant Cardinal Health.

870. Cardinal Health denies the allegations in Paragraph 870 of the Complaint as alleged against Defendant Cardinal Health.

871. Cardinal Health denies the allegations in Paragraph 871 of the Complaint as alleged against Defendant Cardinal Health.

872. Cardinal Health denies the allegations in Paragraph 872 of the Complaint as alleged against Defendant Cardinal Health.

873. Cardinal Health denies the allegations in Paragraph 873 of the Complaint as alleged against Defendant Cardinal Health.

874. Cardinal Health denies the allegations in Paragraph 874 of the Complaint as alleged against Defendant Cardinal Health.

875. Cardinal Health denies the allegations in Paragraph 875 of the Complaint as alleged against Defendant Cardinal Health as alleged against Defendant Cardinal Health.

876. Cardinal Health denies the allegations in Paragraph 876 of the Complaint as alleged against Defendant Cardinal Health.

877. Cardinal Health denies the allegations in Paragraph 877 of the Complaint as alleged against Defendant Cardinal Health.

**CLAIMS FOR RELIEF**

**FIRST CLAIM FOR RELIEF**

**Violation of RICO, 18 U.S.C. § 1961 et seq.—Opioid Marketing Enterprise  
(Against Purdue, Cephalon, Janssen, Endo, Mallinckrodt (the “RICO Marketing  
Defendants”))**

878. In response to Paragraph 878 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein.

879. The allegations of Paragraph 879 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

880. The allegations of Paragraph 880 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

881. The allegations of Paragraph 881 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

882. The allegations of Paragraph 882 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

883. The allegations of Paragraph 883 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

884. The allegations of Paragraph 884 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

885. The allegations of Paragraph 885 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

886. The allegations of Paragraph 886 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

887. The allegations of Paragraph 887 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

888. The allegations of Paragraph 888 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

889. The allegations of Paragraph 889 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

890. The allegations of Paragraph 890 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

891. The allegations of Paragraph 891 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

892. The allegations of Paragraph 892 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

893. The allegations of Paragraph 893 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

894. The allegations of Paragraph 894 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

895. The allegations of Paragraph 895 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

896. The allegations of Paragraph 896 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

897. The allegations of Paragraph 897 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

898. The allegations of Paragraph 898 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

899. The allegations of Paragraph 899 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations

900. The allegations of Paragraph 900 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

901. The allegations of Paragraph 901 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

902. The allegations of Paragraph 902 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

903. The allegations of Paragraph 903 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

904. The allegations of Paragraph 904 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

905. Cardinal Health admits that the Plaintiffs purport to seek the relief identified in Paragraph 905 of the Complaint, but denies that Plaintiffs are entitled to any relief. Otherwise, Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 905 of the Complaint and, therefore, denies the allegations.

**SECOND CLAIM FOR RELIEF**

**Violation of RICO, 18 U.S.C. § 1961 et seq.—Opioid Supply Chain Enterprise  
(Against Defendants Purdue, Cephalon, Endo, Mallinckrodt, Actavis,  
McKesson, Cardinal, and AmerisourceBergen—“RICO Supply Chain Defendants”)**

906. In response to Paragraph 906 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

907. The allegations in Paragraph 907 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 907 of the Complaint as alleged against Defendant Cardinal Health.

908. Cardinal Health denies the allegations in Paragraph 908 of the Complaint as alleged against Defendant Cardinal Health.

909. Cardinal Health admits that it is a member of HDA. Otherwise, Cardinal Health denies the allegations in Paragraph 909 of the Complaint as alleged against Defendant Cardinal Health.

910. Cardinal Health denies the allegations in Paragraph 910 of the Complaint as alleged against Defendant Cardinal Health.

911. Cardinal Health denies the allegations in Paragraph 911 of the Complaint as alleged against Defendant Cardinal Health.



912. Cardinal Health denies the allegations in Paragraph 912 of the Complaint as alleged against Defendant Cardinal Health.

913. Cardinal Health denies the allegations in Paragraph 913 of the Complaint as alleged against Defendant Cardinal Health.

914. Cardinal Health denies the allegations in Paragraph 914 of the Complaint as alleged against Defendant Cardinal Health.

915. The allegations in Paragraph 915 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 915 of the Complaint as alleged against Defendant Cardinal Health.

916. Cardinal Health denies the allegations in Paragraph 916 of the Complaint as alleged against Defendant Cardinal Health.

917. Cardinal Health denies the allegations in Paragraph 917 of the Complaint as alleged against Defendant Cardinal Health.

918. Cardinal Health denies the allegations in Paragraph 918 of the Complaint as alleged against Defendant Cardinal Health.

919. Cardinal Health denies the allegations in Paragraph 919 of the Complaint as alleged against Defendant Cardinal Health.

920. Cardinal Health denies the allegations in Paragraph 920 of the Complaint as alleged against Defendant Cardinal Health.

921. Cardinal Health denies the allegations in Paragraph 921 of the Complaint as alleged against Defendant Cardinal Health.

922. Cardinal Health denies the allegations in Paragraph 922 of the Complaint as alleged against Defendant Cardinal Health.

923. Cardinal Health denies the allegations in Paragraph 923 of the Complaint as alleged against Defendant Cardinal Health.

924. Cardinal Health denies the allegations in Paragraph 924 of the Complaint as alleged against Defendant Cardinal Health.

925. Cardinal Health denies the allegations in Paragraph 925 of the Complaint as alleged against Defendant Cardinal Health.

926. Cardinal Health denies the allegations in Paragraph 926 of the Complaint as alleged against Defendant Cardinal Health.

927. Cardinal Health denies the allegations in Paragraph 927 of the Complaint as alleged against Defendant Cardinal Health.

928. Cardinal Health denies the allegations in Paragraph 928 of the Complaint as alleged against Defendant Cardinal Health.

929. Cardinal Health denies the allegations in Paragraph 929 of the Complaint as alleged against Defendant Cardinal Health.

930. Cardinal Health denies the allegations in Paragraph 930 of the Complaint as alleged against Defendant Cardinal Health.

931. Cardinal Health denies the allegations in Paragraph 931 of the Complaint as alleged against Defendant Cardinal Health.

932. Cardinal Health denies the allegations in Paragraph 932 of the Complaint as alleged against Defendant Cardinal Health.

933. Cardinal Health denies the allegations in Paragraph 933 of the Complaint as alleged against Defendant Cardinal Health.

934. Cardinal Health denies the allegations in Paragraph 934 of the Complaint as alleged against Defendant Cardinal Health.

935. Cardinal Health denies the allegations in Paragraph 935 of the Complaint as alleged against Defendant Cardinal Health.

936. Cardinal Health denies the allegations in Paragraph 936 of the Complaint as alleged against Defendant Cardinal Health.

937. Cardinal Health denies the allegations in Paragraph 937 of the Complaint as alleged against Defendant Cardinal Health.

938. Cardinal Health denies that Plaintiffs are entitled to any relief from Cardinal Health on any of their asserted claims.

### **THIRD CLAIM FOR RELIEF**

#### **Violation Of The Ohio Corrupt Practices Act**

#### **Ohio Revised Code §§ 2923.31, et seq.**

#### **(Against Purdue, Cephalon, Janssen, Endo, and Mallinckrodt (the “Opioid Marketing Enterprise”))**

939. In response to Paragraph 939 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

940. The allegations of Paragraph 940 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

#### **C. The Opioid Marketing Enterprise and Pattern of Corrupt Activity**

941. In response to Paragraph 941 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges their responses to the allegations within the cited

Paragraphs concerning the alleged Opioid Marketing Enterprise as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

942. The allegations of Paragraph 942 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

943. The allegations of Paragraph 943 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

944. The allegations of Paragraph 944 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

945. The allegations of Paragraph 945 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**D. Injury Caused and Relief Sought**

946. The allegations of Paragraph 946 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

947. The allegations of Paragraph 947 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

948. The allegations of Paragraph 948 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

949. The allegations of Paragraph 949 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**FOURTH CLAIM FOR RELIEF**

**Violation Of The Ohio Corrupt Practices Act**  
**Ohio Revised Code §§ 2923.31, et seq.**  
**Against Defendants Purdue, Cephalon, Endo, Mallinckrodt, Actavis,**

**McKesson, Cardinal, and AmerisourceBergen)**  
**(The “Opioid Supply Chain Enterprise”)**

950. In response to Paragraph 950 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

951. The allegations in Paragraph 951 of the Complaint contain characterizations of the Complaint and state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 951 of the Complaint.

**A. The Opioid Supply Chain Enterprise and Pattern of Corrupt Activity**

952. In response to Paragraph 952 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within the First Claim for Relief concerning the alleged Opioid Supply Chain Enterprise as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

953. Cardinal Health denies the allegations in Paragraph 953 of the Complaint as alleged against Defendant Cardinal Health.

954. Cardinal Health denies the allegations in Paragraph 954 of the Complaint as alleged against Defendant Cardinal Health.

955. Cardinal Health denies the allegations in Paragraph 955 of the Complaint as alleged against Defendant Cardinal Health.

956. Cardinal Health denies the allegations in Paragraph 956 of the Complaint as alleged against Defendant Cardinal Health.

957. Cardinal Health admits only that Plaintiffs purport to quote the legislative history of the CSA, which speaks for itself, and denies any attempts by Plaintiffs to characterize or paraphrase that information. Otherwise, Cardinal Health denies the allegations in Paragraph 957 of the Complaint as alleged against Defendant Cardinal Health.

958. Cardinal Health denies the allegations in Paragraph 958 of the Complaint as alleged against Defendant Cardinal Health.

959. Cardinal Health denies the allegations in Paragraph 959 of the Complaint as alleged against Defendant Cardinal Health.

960. Cardinal Health denies the allegations in Paragraph 960 of the Complaint as alleged against Defendant Cardinal Health.

961. Cardinal Health denies the allegations in Paragraph 961 of the Complaint as alleged against Defendant Cardinal Health.

962. Cardinal Health denies the allegations in Paragraph 962 of the Complaint as alleged against Defendant Cardinal Health.

963. Cardinal Health denies the allegations in Paragraph 963 of the Complaint as alleged against Defendant Cardinal Health.

964. Cardinal Health denies the allegations in Paragraph 964 of the Complaint as alleged against Defendant Cardinal Health.

965. Cardinal Health denies the allegations in Paragraph 965 of the Complaint as alleged against Defendant Cardinal Health.

966. Cardinal Health denies the allegations in Paragraph 966 of the Complaint as alleged against Defendant Cardinal Health.

967. Cardinal Health denies the allegations in Paragraph 967 of the Complaint as alleged against Defendant Cardinal Health.

968. Cardinal Health denies the allegations in Paragraph 968 of the Complaint as alleged against Defendant Cardinal Health.

**B. Impact of The Opioid Supply Chain Enterprise**

969. In response to Paragraph 969 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within Section I.G of the Complaint as if fully set forth herein.

**C. Injury Caused and Relief Sought**

970. Cardinal Health denies the allegations in Paragraph 970 of the Complaint as alleged against Defendant Cardinal Health.

971. Cardinal Health denies the allegations in Paragraph 971 of the Complaint as alleged against Defendant Cardinal Health.

972. Cardinal Health Paragraph denies that Plaintiffs are entitled to any relief from Cardinal Health on any of their asserted claims as alleged against Defendant Cardinal Health.

973. Cardinal Health admits that the Plaintiffs purport to seek the relief identified in Paragraph 973 of the Complaint, but denies that Plaintiffs are entitled to any relief.

**FIFTH CLAIM FOR RELIEF**

**Statutory Public Nuisance**  
**(Against All Defendants)**

974. In response to Paragraph 974 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein.

975. The allegations in Paragraph 975 of the Complaint contain characterizations of the Complaint to which no response is required. The allegations in Paragraph 975 further purport to quote and interpret the Ohio Revised Code, which speaks for itself, and Cardinal Health denies any attempts by Plaintiffs to characterize or paraphrase that statute. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 975 of the Complaint as alleged against Defendant Cardinal Health.

976. The allegations in Paragraph 976 of the Complaint contain characterizations of the Complaint and legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 976 of the Complaint as alleged against Defendant Cardinal Health.

977. The allegations in Paragraph 977 of the Complaint contain characterizations of the Complaint to which no response is required. The allegations in Paragraph 977 further purport to quote and interpret the Ohio Revised Code, which speaks for itself, and Cardinal Health denies any attempts by Plaintiffs to characterize or paraphrase that statute. The Cities of Barberton, Cuyahoga Falls, Fairlawn, Green, Munroe Falls, New Franklin, Norton, Stow, and Tallmadge, and the Villages of Boston Heights, Clinton, Copley Township, Coventry Township, the Village of Lakemore, Mogadore, Peninsula, Richfield, and Silver Lake have withdrawn their claims and therefore no response is required regarding those entities. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 977 of the Complaint as alleged against Defendant Cardinal Health.

978. The allegations in Paragraph 978 purport to quote and interpret the Ohio Revised Code, which speaks for itself, and Cardinal Health denies any attempts by Plaintiffs to characterize or paraphrase that statute. To the extent any further response is required, Cardinal



Health denies the allegations in Paragraph 978 of the Complaint as alleged against Defendant Cardinal Health.

979. The allegations in Paragraph 979 purport to quote and interpret the Ohio Revised Code, which speaks for itself, and Cardinal Health denies any attempts by Plaintiffs to characterize or paraphrase that statute. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 979 of the Complaint as alleged against Defendant Cardinal Health.

980. The allegations in Paragraph 980 purport to quote and interpret the Ohio Revised Code, which speaks for itself, and Cardinal Health denies any attempts by Plaintiffs to characterize or paraphrase that statute. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 980 of the Complaint as alleged against Defendant Cardinal Health.

981. The allegations in Paragraph 981 purport to quote and interpret the Ohio Revised Code, which speaks for itself, and Cardinal Health denies any attempts by Plaintiffs to characterize or paraphrase that statute. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 981 of the Complaint as alleged against Defendant Cardinal Health.

982. Cardinal Health denies the allegations in Paragraph 982 of the Complaint as alleged against Defendant Cardinal Health.

983. Cardinal Health denies the allegations in Paragraph 983 of the Complaint as alleged against Defendant Cardinal Health.

984. Cardinal Health denies the allegations in Paragraph 984 of the Complaint as alleged against Defendant Cardinal Health.

985. Cardinal Health denies the allegations in Paragraph 985 of the Complaint as alleged against Defendant Cardinal Health.

986. Cardinal Health denies the allegations in Paragraph 986 of the Complaint as alleged against Defendant Cardinal Health.

987. Cardinal Health denies the allegations in Paragraph 987 of the Complaint as alleged against Defendant Cardinal Health.

988. Cardinal Health denies the allegations in Paragraph 988 of the Complaint as alleged against Defendant Cardinal Health.

989. Cardinal Health denies the allegations in Paragraph 989 of the Complaint as alleged against Defendant Cardinal Health.

990. Cardinal Health denies that it has created any nuisance and otherwise denies the allegations in Paragraph 990 of the Complaint as alleged against Defendant Cardinal Health.

991. Cardinal Health denies the allegations in Paragraph 991 of the Complaint as alleged against Defendant Cardinal Health as alleged against Defendant Cardinal Health.

992. Cardinal Health denies the allegations in Paragraph 992 of the Complaint as alleged against Defendant Cardinal Health.

993. Cardinal Health denies the allegations in Paragraph 993 as alleged against Defendant Cardinal Health.

994. Cardinal Health denies the allegations in Paragraph 994 of the Complaint as alleged against Defendant Cardinal Health.

995. Cardinal Health admits that the Plaintiffs purport to seek the relief identified in Paragraph 995 of the Complaint, but denies that Plaintiffs are entitled to any relief.

996. Cardinal Health admits that the Plaintiffs purport to seek the relief identified in Paragraph 996 of the Complaint, but denies that Plaintiffs are entitled to any relief.

**SIXTH CLAIM FOR RELIEF**

**Common Law Absolute Public Nuisance**  
**(Against All Defendants)**

997. In response to Paragraph 997 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

998. Cardinal Health denies the allegations in Paragraph 998 of the Complaint as alleged against Defendant Cardinal Health.

999. The allegations in Paragraph 999 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 999 of the Complaint as alleged against Defendant Cardinal Health.

1000. Cardinal Health denies the allegations in Paragraph 1000 of the Complaint as alleged against Defendant Cardinal Health.

1001. Cardinal Health denies the allegations in Paragraph 1001 of the Complaint as alleged against Defendant Cardinal Health.

1002. Cardinal Health denies the allegations in Paragraph 1002 of the Complaint as alleged against Defendant Cardinal Health.

1003. Cardinal Health denies the allegations in Paragraph 1003 of the Complaint as alleged against Defendant Cardinal Health.

1004. Cardinal Health denies the allegations in Paragraph 1004 of the Complaint as alleged against Defendant Cardinal Health.

1005. Cardinal Health denies the allegations in Paragraph 1005 of the Complaint as alleged against Defendant Cardinal Health.

1006. Cardinal Health denies the allegations in Paragraph 1006 of the Complaint as alleged against Defendant Cardinal Health.

1007. Cardinal Health denies the allegations in Paragraph 1007 of the Complaint as alleged against Defendant Cardinal Health.

1008. Cardinal Health denies the allegations in Paragraph 1008 of the Complaint as alleged against Defendant Cardinal Health.

1009. Cardinal Health denies the allegations in Paragraph 1009 of the Complaint as alleged against Defendant Cardinal Health.

1010. Cardinal Health denies the allegations in Paragraph 1010 of the Complaint as alleged against Defendant Cardinal Health.

1011. Cardinal Health denies the allegations in Paragraph 1011 of the Complaint as alleged against Defendant Cardinal Health.

1012. Cardinal Health denies the allegations in Paragraph 1012 of the Complaint as alleged against Defendant Cardinal Health.

1013. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 1013 of the Complaint and, therefore, denies the allegations.

1014. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 1014 of the Complaint and, therefore, denies the allegations.

1015. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 1015 of the Complaint and, therefore, denies the allegations.

1016. Cardinal Health denies the allegations in Paragraph 1016 of the Complaint as alleged against Defendant Cardinal Health.

1017. Cardinal Health admits that it distributes prescription drugs that are approved by the FDA, including opioids, which are only shipped to other DEA-licensed entities. Cardinal Health further admits that opioids are scheduled drugs under the CSA and various state laws, and respectfully refers the court to those laws and attending regulations for the meaning and implications of such scheduling. Otherwise, Cardinal Health denies the allegations in Paragraph 1017 of the Complaint as alleged against Defendant Cardinal Health.

1018. Cardinal Health denies the allegations in Paragraph 1018 of the Complaint as alleged against Defendant Cardinal Health.

1019. Cardinal Health denies the allegations in Paragraph 1019 of the Complaint as alleged against Defendant Cardinal Health.

1020. Cardinal Health denies the allegations in Paragraph 1020 of the Complaint as alleged against Defendant Cardinal Health.

1021. Cardinal Health denies the allegations in Paragraph 1021 of the Complaint as alleged against Defendant Cardinal Health as alleged against Defendant Cardinal Health.

1022. Cardinal Health denies the allegations in Paragraph 1022 of the Complaint as alleged against Defendant Cardinal Health.

1023. Cardinal Health denies the allegations in Paragraph 1023 of the Complaint as alleged against Defendant Cardinal Health.

1024. Cardinal Health denies the allegations in Paragraph 1024 of the Complaint as alleged against Defendant Cardinal Health.

1025. Cardinal Health denies the allegations in Paragraph 1025 of the Complaint as alleged against Defendant Cardinal Health.

1026. Cardinal Health denies that it has created any nuisance and otherwise denies the allegations in Paragraph 1026 of the Complaint as alleged against Defendant Cardinal Health.

1027. Cardinal Health denies the allegations in Paragraph 1027 of the Complaint as alleged against Defendant Cardinal Health.

1028. Cardinal Health denies the allegations in Paragraph 1028 of the Complaint as alleged against Defendant Cardinal Health.

1029. Cardinal Health denies the allegations in Paragraph 1029 of the Complaint as alleged against Defendant Cardinal Health.

1030. Cardinal Health denies the allegations in Paragraph 1030 of the Complaint as alleged against Defendant Cardinal Health.

1031. Cardinal Health denies the allegations in Paragraph 1031 of the Complaint as alleged against Defendant Cardinal Health.

1032. Cardinal Health denies the allegations in Paragraph 1032 of the Complaint as alleged against Defendant Cardinal Health.

1033. Cardinal Health denies the allegations in Paragraph 1033 of the Complaint as alleged against Defendant Cardinal Health.

1034. Cardinal Health denies the allegations in Paragraph 1034 of the Complaint as alleged against Defendant Cardinal Health.

1035. Cardinal Health denies the allegations in Paragraph 1035 of the Complaint as alleged against Defendant Cardinal Health.

1036. Cardinal Health denies the allegations in Paragraph 1036 of the Complaint as alleged against Defendant Cardinal Health.

1037. Cardinal Health denies the allegations in Paragraph 1037 of the Complaint as alleged against Defendant Cardinal Health.

1038. Cardinal Health admits that the Plaintiffs purport to seek the relief identified in Paragraph 1038 of the Complaint, but denies that Plaintiffs are entitled to any relief.

**SEVENTH CLAIM FOR RELIEF**

**Negligence**  
**(Against All Defendants)**

1039. In response to Paragraph 1039 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

1040. Cardinal Health denies the allegations in Paragraph 1040 of the Complaint as alleged against Defendant Cardinal Health.

1041. Cardinal Health denies the allegations in Paragraph 1041 of the Complaint as alleged against Defendant Cardinal Health.

1042. Cardinal Health denies the allegations in Paragraph 1042 of the Complaint as alleged against Defendant Cardinal Health.

1043. Cardinal Health denies the allegations in Paragraph 1043 of the Complaint as alleged against Defendant Cardinal Health.

1044. Cardinal Health denies the allegations in Paragraph 1044 of the Complaint as alleged against Defendant Cardinal Health.

1045. Cardinal Health denies the allegations in Paragraph 1045 of the Complaint as alleged against Defendant Cardinal Health.

1046. Cardinal Health lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 1046 of the Complaint and, therefore, denies the allegations.

1047. Cardinal Health denies the allegations in Paragraph 1047 of the Complaint as alleged against Defendant Cardinal Health.

1048. Cardinal Health denies the allegations in Paragraph 1048 of the Complaint as alleged against Defendant Cardinal Health.

1049. Cardinal Health denies the allegations in Paragraph 1049 of the Complaint as alleged against Defendant Cardinal Health.

1050. Cardinal Health denies the allegations in Paragraph 1050 of the Complaint as alleged against Defendant Cardinal Health.

1051. Cardinal Health denies the allegations in Paragraph 1051 of the Complaint as alleged against Defendant Cardinal Health.

1052. Cardinal Health denies the allegations in Paragraph 1052 of the Complaint as alleged against Defendant Cardinal Health.

1053. Cardinal Health denies the allegations in Paragraph 1053 of the Complaint as alleged against Defendant Cardinal Health.

1054. Cardinal Health denies the allegations in Paragraph 1054 of the Complaint as alleged against Defendant Cardinal Health.

1055. Cardinal Health denies the allegations in Paragraph 1055 of the Complaint as alleged against Defendant Cardinal Health.



1056. Cardinal Health admits that it distributes prescription drugs that are approved by the FDA, including opioids, which are only shipped to other DEA-licensed entities. Cardinal Health further admits that opioids are scheduled drugs under the CSA and various state laws, and respectfully refers the court to those laws and attending regulations for the meaning and implications of such scheduling. Otherwise, Cardinal Health denies the allegations in Paragraph 1056 of the Complaint as alleged against Defendant Cardinal Health.

1057. Cardinal Health denies the allegations in Paragraph 1057 of the Complaint as alleged against Defendant Cardinal Health.

1058. Cardinal Health denies the allegations in Paragraph 1058 of the Complaint as alleged against Defendant Cardinal Health.

1059. Cardinal Health denies the allegations in Paragraph 1059 of the Complaint as alleged against Defendant Cardinal Health.

1060. Cardinal Health denies the allegations in Paragraph 1060 of the Complaint as alleged against Defendant Cardinal Health.

1061. Cardinal Health denies the allegations in Paragraph 1061 of the Complaint as alleged against Defendant Cardinal Health.

1062. Cardinal Health denies the allegations in Paragraph 1062 of the Complaint as alleged against Defendant Cardinal Health.

1063. Cardinal Health denies the allegations in Paragraph 1063 of the Complaint as alleged against Defendant Cardinal Health.

1064. Cardinal Health denies the allegations in Paragraph 1064 of the Complaint as alleged against Defendant Cardinal Health.

1065. Cardinal Health denies the allegations in Paragraph 1065 of the Complaint as alleged against Defendant Cardinal Health.

1066. Cardinal Health denies the allegations in Paragraph 1066 of the Complaint as alleged against Defendant Cardinal Health.

1067. Cardinal Health denies the allegations in Paragraph 1067 of the Complaint as alleged against Defendant Cardinal Health.

1068. Cardinal Health denies the allegations in Paragraph 1068 of the Complaint as alleged against Defendant Cardinal Health.

1069. Cardinal Health denies the allegations in Paragraph 1069 of the Complaint as alleged against Defendant Cardinal Health.

1070. Cardinal Health denies the allegations in Paragraph 1070 of the Complaint as alleged against Defendant Cardinal Health.

1071. Cardinal Health admits that the Plaintiffs purport to seek the relief identified in Paragraph 1071 of the Complaint, but denies that Plaintiffs are entitled to any relief.

**EIGHTH CLAIM FOR RELIEF**

**Common Law Fraud**  
**(Against the Marketing Defendants)**

1072. The allegations of Paragraph 1072 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

1073. The allegations of Paragraph 1073 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1074. The allegations of Paragraph 1074 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1075. The allegations of Paragraph 1075 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1076. The allegations of Paragraph 1076 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1077. The allegations of Paragraph 1077 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1078. The allegations of Paragraph 1078 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1079. The allegations of Paragraph 1079 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1080. The allegations of Paragraph 1080 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1081. The allegations of Paragraph 1081 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1082. The allegations of Paragraph 1082 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1083. The allegations of Paragraph 1083 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1084. The allegations of Paragraph 1084 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1085. The allegations of Paragraph 1085 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1086. The allegations of Paragraph 1086 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1087. The allegations of Paragraph 1087 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1088. The allegations of Paragraph 1088 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1089. Cardinal Health admits that the Plaintiffs purport to seek the relief identified in Paragraph 1089 of the Complaint, but denies that Plaintiffs are entitled to any relief.

**NINTH CLAIM FOR RELIEF**

**Injury Through Criminal Acts**

**(R.C. 2307.60)**

**(Against All Defendants)**

1090. In response to Paragraph 1090 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

1091. The allegations in Paragraph 1091 purport to quote and interpret the Ohio Revised Code, which speaks for itself, and Cardinal Health denies any attempts by Plaintiffs to characterize or paraphrase the quoted statute. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 1091 of the Complaint as alleged against Defendant Cardinal Health.

1092. Cardinal Health denies the allegations in Paragraph 1092 of the Complaint as alleged against Defendant Cardinal Health.

1093. Cardinal Health denies the allegations in Paragraph 1093 of the Complaint as alleged against Defendant Cardinal Health.

1094. Cardinal Health denies the allegations in Paragraph 1094 of the Complaint as alleged against Defendant Cardinal Health.

1095. Cardinal Health denies the allegations in Paragraph 1095 of the Complaint as alleged against Defendant Cardinal Health.

1096. Cardinal Health denies the allegations in Paragraph 1096 of the Complaint as alleged against Defendant Cardinal Health.

1097. Cardinal Health denies the allegations in Paragraph 1097 of the Complaint as alleged against Defendant Cardinal Health.

1098. Cardinal Health denies the allegations in Paragraph 1098 of the Complaint as alleged against Defendant Cardinal Health as alleged against Defendant Cardinal Health.

1099. Cardinal Health denies the allegations in Paragraph 1099 of the Complaint as alleged against Defendant Cardinal Health.

1100. Cardinal Health denies the allegations in Paragraph 1100 of the Complaint as alleged against Defendant Cardinal Health.

1101. Cardinal Health denies the allegations in Paragraph 1101 of the Complaint as alleged against Defendant Cardinal Health.

1102. Cardinal Health admits that it and its subsidiaries reached settlement agreements in 2016 under which Cardinal Health paid \$44 million but denies Plaintiffs' characterizations. Otherwise, Cardinal Health denies the allegations in Paragraph 1102 of the Complaint as alleged against Defendant Cardinal Health.

1103. Cardinal Health denies the allegations in Paragraph 1103 of the Complaint as alleged against Defendant Cardinal Health.

1104. Cardinal Health denies the allegations in Paragraph 1104 of the Complaint as alleged against Defendant Cardinal Health.

1105. Cardinal Health denies the allegations in Paragraph 1105 of the Complaint as alleged against Defendant Cardinal Health.

1106. Cardinal Health denies the allegations in Paragraph 1106 of the Complaint as alleged against Defendant Cardinal Health.

1107. Cardinal Health admits that the Plaintiffs purport to seek the relief identified in Paragraph 1107 of the Complaint, but denies that Plaintiffs are entitled to any relief.

**TENTH CLAIM FOR RELIEF**

**Unjust Enrichment**  
**(Against All Defendants)**

1108. In response to Paragraph 1108 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

1109. Cardinal Health denies the allegations in Paragraph 1109 of the Complaint as alleged against Defendant Cardinal Health.

1110. The allegations in Paragraph 1110 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1110 of the Complaint as alleged against Defendant Cardinal Health.

1111. Cardinal Health denies the allegations in Paragraph 1111 of the Complaint as alleged against Defendant Cardinal Health.

1112. Cardinal Health denies the allegations in Paragraph 1112 as alleged against Defendant Cardinal Health.

1113. Cardinal Health denies the allegations in Paragraph 1113 of the Complaint as alleged against Defendant Cardinal Health.

1114. Cardinal Health denies the allegations in Paragraph 1114 of the Complaint as alleged against Defendant Cardinal Health.

1115. Cardinal Health denies the allegations in Paragraph 1115 of the Complaint as alleged against Defendant Cardinal Health.

1116. Cardinal Health denies the allegations in Paragraph 1116 of the Complaint as alleged against Defendant Cardinal Health.

1117. Cardinal Health denies the allegations in Paragraph 1117 of the Complaint as alleged against Defendant Cardinal Health.

1118. Cardinal Health denies the allegations in Paragraph 1118 of the Complaint as alleged against Defendant Cardinal Health.

1119. Cardinal Health denies the allegations in Paragraph 1119 of the Complaint as alleged against Defendant Cardinal Health.

1120. Cardinal Health denies the allegations in Paragraph 1120 of the Complaint as alleged against Defendant Cardinal Health.

1121. Cardinal Health admits that the Plaintiffs purport to seek the relief identified in Paragraph 1121 of the Complaint, but denies that Plaintiffs are entitled to any relief.

**ELEVENTH CLAIM FOR RELIEF**

**Civil Conspiracy**  
**(Against All Defendants)**

1122. Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies the allegations in Paragraph 1122 of the Complaint as alleged against Defendant Cardinal Health.

1123. Cardinal Health denies the allegations in Paragraph 1123 of the Complaint as alleged against Defendant Cardinal Health.

1124. Cardinal Health denies the allegations in Paragraph 1124 of the Complaint as alleged against Defendant Cardinal Health.

1125. Cardinal Health denies the allegations in Paragraph 1125 of the Complaint as alleged against Defendant Cardinal Health.

1126. Cardinal Health denies the allegations in Paragraph 1126 of the Complaint as alleged against Defendant Cardinal Health.

1127. In response to Paragraph 1127 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations referenced in Paragraph 1127 as if fully set forth herein, and otherwise denies that it has participated in any alleged conspiracy.

1128. Cardinal Health denies the allegations in Paragraph 1128 of the Complaint as alleged against Defendant Cardinal Health.

1129. Cardinal Health denies the allegations in Paragraph 1129 of the Complaint as alleged against Defendant Cardinal Health.

1130. Cardinal Health denies the allegations in Paragraph 1130 of the Complaint as alleged against Defendant Cardinal Health.



1131. Cardinal Health denies the allegations in Paragraph 1131 of the Complaint as alleged against Defendant Cardinal Health.

1132. Cardinal Health denies the allegations in Paragraph 1132 of the Complaint as alleged against Defendant Cardinal Health.

1133. Cardinal Health denies the allegations in Paragraph 1133 of the Complaint as alleged against Defendant Cardinal Health.

1134. Cardinal Health denies the allegations in Paragraph 1134 of the Complaint as alleged against Defendant Cardinal Health.

1135. Cardinal Health denies the allegations in Paragraph 1135 of the Complaint as alleged against Defendant Cardinal Health.

1136. Cardinal Health admits that the Plaintiffs purport to seek the relief identified in Paragraph 1136 of the Complaint, but denies that Plaintiffs are entitled to any relief.

#### **PRAYER FOR RELIEF**

1137. Cardinal Health admits that the Plaintiffs purport to seek the relief identified in Paragraph 1137 of the Complaint, but denies that Plaintiffs are entitled to any relief.

#### **AFFIRMATIVE DEFENSES**

Cardinal Health asserts the following defenses to the Complaint. Cardinal Health does not admit or acknowledge that it bears the burden of proof and/or burden of persuasion with respect to any such defense. All of the following defenses are pled in the alternative and none constitutes an admission that Defendant is liable to Plaintiffs, that Plaintiffs have been or will be injured or damaged in any way, or that Plaintiffs are entitled to any relief whatsoever. Defendant reserves the right to (i) rely upon any other applicable defenses set forth in any Answer or listing of affirmative defenses of any other Defendant in this Action, (ii) rely upon any other defenses

that may become apparent during fact or expert discovery in this matter, and (iii) to amend this document and/or its Answer to assert any such defenses.

**FIRST DEFENSE**

The Complaint, and each cause of action or count alleged therein, fails to state facts sufficient to constitute a claim upon which relief may be granted against Defendant.

**SECOND DEFENSE**

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, by the applicable statute of limitations.

**THIRD DEFENSE**

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, by the applicable statute of repose.

**FOURTH DEFENSE**

Plaintiffs may be barred by the doctrine of laches from all forms of relief sought in the Complaint.

**FIFTH DEFENSE**

Venue may be improper and/or inconvenient in this Court.

**SIXTH DEFENSE**

Plaintiffs' claims are barred or limited for lack of standing.

**SEVENTH DEFENSE**

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, because Plaintiffs lack capacity to bring their claims, including claims indirectly maintained on behalf of their citizens and claims brought as *parens patriae*.

**EIGHTH DEFENSE**

Plaintiffs' claims are barred because Plaintiffs are not the real party in interest.

**NINTH DEFENSE**

Plaintiffs' claims are not ripe and/or have been mooted.

**TENTH DEFENSE**

Plaintiffs' claims and damages are barred or limited, in whole or in part, by common law, statutory, and state constitutional constraints on the exercise of police powers by a municipality.

**ELEVENTH DEFENSE**

Plaintiffs' claims and damages are barred or limited by the political question and separation of powers doctrines and because their claims implicate issues of statewide importance that are reserved for state regulation.

**TWELFTH DEFENSE**

Plaintiffs may be barred by the doctrine of unclean hands from all forms of relief sought in the Complaint.

**THIRTEENTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, for failure to exhaust administrative remedies.

**FOURTEENTH DEFENSE**

Plaintiffs may be barred by the doctrines of estoppel and/or waiver from all forms of relief sought in the Complaint.

**FIFTEENTH DEFENSE**

Plaintiffs may be barred by the doctrines of res judicata and collateral estoppel from all forms of relief sought in the Complaint.

**SIXTEENTH DEFENSE**

Plaintiffs' claims are barred or limited by the terms and effect of any applicable Consent Judgment, including by operation of the doctrines of res judicata and collateral estoppel, failure to

fulfill conditions precedent, failure to provide requisite notice, payment, accord and satisfaction, and compromise and settlement.

**SEVENTEENTH DEFENSE**

Plaintiffs have failed to join all necessary parties, including without limitation health care providers, prescribers, patients, and other third parties whom Plaintiffs allege engaged in the unauthorized or illicit prescription, dispensing, diversion, or use of prescription opioid products.

**EIGHTEENTH DEFENSE**

Plaintiffs' claims against Defendant do not arise out of the same transactions or occurrences as their claims against other defendants, as required for joinder of parties.

**NINETEENTH DEFENSE**

To the extent that Plaintiffs' claims relate to Defendants' alleged advertising, public statements, lobbying, or other activities protected by the First Amendment to the Constitution of the United States or by the Constitution of the State of Ohio or that of any other state whose laws may apply, such claims are barred.

**TWENTIETH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, to the extent that they violate the Due Process or Ex Post Facto clauses of the United States or Ohio constitutions.

**TWENTY-FIRST DEFENSE**

Defendant's rights under the Due Process Clause of the U.S. Constitution and applicable state Constitution or statute are violated by any financial or other arrangement that might distort a government attorney's duty to pursue justice rather than his or her personal interests, financial or otherwise, in the context of a civil enforcement proceeding, including by Plaintiffs' use of a contingency fee contract with private counsel.

**TWENTY-SECOND DEFENSE**

Plaintiffs' claims are barred, in whole or in part, to the extent that they violate the Dormant Commerce Clause of the United States Constitution.

**TWENTY-THIRD DEFENSE**

Defendant denies all types of causation, including without limitation, cause in fact, proximate cause and producing cause, with respect to the claims asserted against Defendant.

**TWENTY-FOURTH DEFENSE**

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, because Defendant did not proximately cause the damages complained of, and because the acts of other persons (including individuals engaged in the illegal distribution or use of opioids without a proper prescription) intervened between Defendant's acts and Plaintiffs' harms. Defendant had no legal duty to protect Plaintiffs from the intentional criminal acts of third persons, which are superseding causes that extinguish any liability.

**TWENTY-FIFTH DEFENSE**

The injuries and damages claimed by Plaintiffs resulted from an intervening or superseding cause and/or causes, and any act or omission on the part of Defendant was not the proximate and/or competent producing cause of such alleged injuries and damages.

**TWENTY-SIXTH DEFENSE**

Plaintiffs' injuries and damages, if any, were due to illicit use or abuse of the medications at issue on the part of the medication users, for which Defendant is not liable.

**TWENTY-SEVENTH DEFENSE**

Any injuries and/or damages sustained by Plaintiffs may have been caused or contributed to by the negligence or actual conduct of Plaintiffs and/or other persons, firms, corporations, or entities over whom Defendant had no control or right of control and for whom it is not responsible.

**TWENTY-EIGHTH DEFENSE**

Any injuries or damages alleged in the Complaint may have been caused by unforeseeable and uncontrollable circumstances and/or other forces over which Defendant had no control and for which Defendant is not responsible, including pre-existing medical conditions.

**TWENTY-NINTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, because any and all damages alleged by Plaintiffs were caused by misuse of the products involved, failure to use the products properly, and/or alteration or modification of, or criminal misuse or abuse of, the prescribed medications by third parties over whom Defendants had no control and for whom Defendants are not responsible.

**THIRTIETH DEFENSE**

Plaintiffs' claims are barred to the extent they are based on alleged criminal acts of third parties, which Defendant has no duty to control or prevent and which operate as superseding causes which extinguish any liability.

**THIRTY-FIRST DEFENSE**

Plaintiffs' claims are barred in whole or in part because Plaintiffs suffered no injuries or damages as a result of any action by Defendant.

**THIRTY-SECOND DEFENSE**

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, because the derivative injury rule and the remoteness doctrine bar Plaintiffs from recovering payments that it allegedly made on behalf its residents to reimburse any expenses for health care, pharmaceutical care, and other public services.

**THIRTY-THIRD DEFENSE**

Plaintiffs' claims are barred to the extent that Defendant has valid defenses which bar recovery by those persons on whose behalf Plaintiffs purportedly seek recovery.

**THIRTY-FOURTH DEFENSE**

Plaintiffs' claims are subject to all defenses that could be asserted if Plaintiffs' claims were properly made by individuals on whose behalf or for whose alleged damages Plaintiffs seek to recover.

**THIRTY-FIFTH DEFENSE**

Plaintiffs have failed to comply with the requirement that they identify each patient in whose claim(s) they have a subrogation interest and on whose behalf they have incurred costs.

**THIRTY-SIXTH DEFENSE**

Plaintiffs fail to plead that they reimbursed any prescriptions for any opioid distributed by Defendant that harmed patients and should not have been written, or that Defendant's allegedly improper conduct caused any health care provider to write any ineffective or harmful opioid prescriptions.

**THIRTY-SEVENTH DEFENSE**

Plaintiffs' claims are barred to the extent that Plaintiffs' alleged damages are speculative, uncertain, and hypothetical.

**THIRTY-EIGHTH DEFENSE**

Any recovery by Plaintiffs may be barred, in whole or in part, by the principle of comparative or contributory fault.

**THIRTY-NINTH DEFENSE**

Any recovery against Defendant is barred or limited under the principles of assumption of the risk and informed consent.

**FORTIETH DEFENSE**

Plaintiffs' damages, if any, were caused by the active, direct, and proximate negligence or actual conduct of entities or persons other than Defendant, and in the event that Defendant is found to be liable to Plaintiffs, Defendant will be entitled to indemnification, contribution, and/or apportionment.

**FORTY-FIRST DEFENSE**

Defendant asserts its right to a proportionate reduction of any damages found against Defendant based on the negligence or other conduct of any settling tortfeasor and/or responsible third party and/or Plaintiffs.

**FORTY-SECOND DEFENSE**

A specific percentage of the tortious conduct that proximately caused the injury or loss to person or property is attributable to (i) each Plaintiffs, (ii) other parties from whom Plaintiffs seek recovery, and (iii) persons from whom Plaintiffs do not seek recovery in this action, including, but not limited to, prescribing practitioners, non-party pharmacies and pharmacists, individuals and entities involved in diversion and distribution of prescription opioids, individuals and entities involved in distribution and sale of illegal opioids, individuals involved in procuring diverted prescription opioids and/or illegal drugs, delivery services, federal, state, and local government entities, and health insurers and pharmacy benefit managers. Ohio Revised Code § 2307.23.

**FORTY-THIRD DEFENSE**

Any verdict or judgment that might be recovered by Plaintiffs must be reduced by those amounts that have already indemnified or with reasonable certainty will indemnify Plaintiffs in whole or in part for any past or future claimed economic loss from any collateral source or any other applicable law.



**FORTY-FOURTH DEFENSE**

If Defendant is found liable for Plaintiffs' alleged injuries and losses (which liability is specifically denied), the facts will show that Defendant caused fifty percent or less of the conduct that proximately caused such injuries or loss and is liable only for its proportionate share of the damages that represent economic loss. Ohio Revised Code 2307.22.

**FORTY-FIFTH DEFENSE**

The damages which Plaintiffs may be entitled to recover if liability is established (which liability is specifically denied) are capped pursuant to Ohio Revised Code §§ 2315.18 and 2315.21.

**FORTY-SIXTH DEFENSE**

Any damages that Plaintiffs may recover against Defendant must be reduced to the extent that Plaintiffs are seeking to damages for alleged injuries or expenses related to the same user(s) of the subject prescription medications, or damages recovered or recoverable by other actual or potential plaintiffs. Any damages that Plaintiffs may recover against Defendant must be reduced to the extent they unjustly enrich Plaintiffs.

**FORTY-SEVENTH DEFENSE**

Plaintiffs' claims against Defendant are barred to the extent they rely, explicitly or implicitly, on a theory of market-share liability.

**FORTY-EIGHTH DEFENSE**

Plaintiffs' claims against Defendant are barred or limited by the economic loss rule.

**FORTY-NINTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, from recovering costs incurred in providing public services by the free public services and/or municipal cost recovery doctrine.

**FIFTIETH DEFENSE**

Plaintiffs may have failed or refused to exercise reasonable care and diligence to avoid loss and minimize damages and, therefore, may not recover for losses that could have been prevented by reasonable efforts on its part, or by expenditures which might reasonably have been made. Recovery, if any, should therefore be reduced by Plaintiffs' failure to mitigate damages, if any.

**FIFTY-FIRST DEFENSE**

To the extent Plaintiffs attempt to seek equitable relief, Plaintiffs are not entitled to such relief because Plaintiffs have an adequate remedy at law.

**FIFTY-SECOND DEFENSE**

The claims asserted in the Complaint are barred, in whole or in part, because federal agencies have exclusive or primary jurisdiction over the matters asserted in the Complaint.

**FIFTY-THIRD DEFENSE**

Plaintiffs' claims are preempted by federal law, including (without limitation) the federal Controlled Substances Act and the Food, Drug, and Cosmetic Act ("FDCA").

**FIFTY-FOURTH DEFENSE**

The conduct of Defendant conformed with the FDCA and the requirements of the FDA, and the activities of Defendant alleged in the Complaint conformed with all state and federal statutes, regulations, and industry standards based on the state of knowledge at the relevant time(s) alleged in the Complaint.

**FIFTY-FIFTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by conflict preemption as set forth in the United States Supreme Court's decisions in *PLIVA, Inc. v. Mensing*, 131 S. Ct. 2567 (2011) and *Mutual Pharm. Co. v. Bartlett*, 133 S. Ct. 2466 (2013).

**FIFTY-SIXTH DEFENSE**

Plaintiffs' claims are preempted insofar as they conflict with Congress's purposes and objectives in enacting relevant federal legislation and authorizing regulations, including the Hatch-Waxman Amendments to the FDCA and implementing regulations. *See Geier v. Am. Honda Co.*, 529 U.S. 861 (2000).

**FIFTY-SEVENTH DEFENSE**

To the extent Plaintiffs claim that Defendant misled or defrauded FDA or any other federal agency with respect to the Manufacturer Defendants' disclosure of information related to the safety of their medications at issue, such claims are preempted by federal law. *See Buckman v. Plaintiffs' Legal Comm.*, 531 U.S. 341 (2001).

**FIFTY-EIGHTH DEFENSE**

To the extent Plaintiffs claim that Defendant misled or defrauded DEA or any federal agency by failing to report suspicious pharmacy orders or other information, such claims are preempted by federal law. *See Buckman v. Plaintiffs' Legal Comm'n*, 531 U.S. 341 (2001).

**FIFTY-NINTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the deference that common law accords discretionary actions by the FDA under the FDCA and discretionary actions by the DEA under the Controlled Substances Act.

**SIXTIETH DEFENSE**

If Plaintiffs incurred the damages alleged, which is expressly denied, Defendant is not liable for damages because the methods, standards, or techniques of designing, manufacturing, labeling, and distributing of the prescription medications at issue complied with and were in conformity with the laws and regulations of the Controlled Substances Act, the FDCA, and the

generally recognized state of the art in the industry at the time the product was designed, manufactured, labeled, and distributed.

**SIXTY-FIRST DEFENSE**

Plaintiffs' claims are barred to the extent they are based on any allegations involving failure to provide adequate warnings or information because all warnings or information that accompanied the allegedly distributed products were approved by the United States Food & Drug Administration for a product approved under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. Section 301 et seq.), as amended, or Section 351, Public Health Service Act (42 U.S.C. Section 262), as amended, or the warnings and information provided were those stated in monographs developed by the United States Food & Drug Administration for pharmaceutical products that may be distributed without an approved new drug application.

**SIXTY-SECOND DEFENSE**

Plaintiffs' claims are barred in whole or in part under the learned intermediary doctrine.

**SIXTY-THIRD DEFENSE**

Plaintiffs' RICO claims are barred, in whole or in part, by the absence of the existence of an "enterprise" for the purposes of RICO liability.

**SIXTY-FOURTH DEFENSE**

Plaintiffs' RICO claims are barred, in whole or in part, by the absence of an "association" between Cardinal Health and any other defendant or entity alleged to be part of an "enterprise" for purposes of RICO.

**SIXTY-FIFTH DEFENSE**

Plaintiffs' RICO claims are barred, in whole or in part, because Cardinal Health did not participate in any "enterprise" as defined by law.

**SIXTY-SIXTH DEFENSE**

Plaintiffs' RICO claims are barred, in whole or in part, because Cardinal Health did not engage in a pattern of racketeering activity under RICO.

**SIXTY-SEVENTH DEFENSE**

Plaintiffs' RICO claims are barred, in whole or in part, because Cardinal Health did not knowingly agree to facilitate any schemes that includes the operation or management of a RICO enterprise.

**SIXTY-EIGHTH DEFENSE**

Plaintiffs' RICO claims are barred, in whole or in part, by the absence of a conspiracy, including a lack of agreement to commit any unlawful predicate acts, necessary to establish a valid RICO claim under 18 U.S.C. § 1962(d).

**SIXTY-NINTH DEFENSE**

Plaintiffs' RICO claims are barred, in whole or in part, because Cardinal Health did not commit any predicate acts that may give rise to liability under 18 U.S.C. § 1962.

**SEVENTIETH DEFENSE**

Plaintiffs' RICO claims are barred, in whole or in part, because there are no allegations that Cardinal Health adopted the goal of furthering or facilitating any criminal endeavor as necessary to support plaintiff's civil conspiracy theory of liability.

**SEVENTY-FIRST DEFENSE**

The federal RICO statute is unconstitutionally vague.

**SEVENTY-SECOND DEFENSE**

Plaintiffs' alleged damages do not constitute injury to business or property interests cognizable under RICO.

**SEVENTY-THIRD DEFENSE**

Plaintiffs' RICO claims are barred, in whole or in part, because the alleged predicated acts, namely failure to report and halt suspicious orders under the Controlled Substances Act, do not qualify as racketeering activity for purposes of RICO.

**SEVENTY-FOURTH DEFENSE**

Defendant did not owe or breach any statutory or common law duty to Plaintiffs.

**SEVENTY-FIFTH DEFENSE**

Defendant appropriately, completely, and fully performed and discharged any and all obligations and legal duties arising out of the matters alleged in the Complaint.

**SEVENTY-SIXTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, because Defendant complied at all relevant times with all applicable laws, including all legal and regulatory duties.

**SEVENTY-SEVENTH DEFENSE**

To the extent that Plaintiffs rely on letters or other informal guidance from the DEA to establish Defendant's regulatory duties, such informal guidance cannot enlarge Defendant's regulatory duties in the absence of compliance by DEA with the requirements of the Administrative Procedure Act, 5 U.S.C. § 551 *et seq.*

**SEVENTY-EIGHTH DEFENSE**

Plaintiffs' claims are barred to the extent they are based on alleged violations of industry customs because purported industry customs do not create legal duties on Defendant.

**SEVENTY-NINTH DEFENSE**

The claims asserted in the Complaint are barred, in whole or in part, by the Restatement (Second) of Torts § 402A, Comments j and k, and Restatement (Third) of Torts: Products Liability § 6.

**EIGHTIETH DEFENSE**

To the extent that Plaintiffs are alleging fraud, fraudulent concealment, or similar conduct, Plaintiffs have failed to plead fraud with sufficient particularity.

**EIGHTY-FIRST DEFENSE**

Plaintiffs fail to plead any actionable misrepresentation or omission made by or attributable to Defendant.

**EIGHTY-SECOND DEFENSE**

Plaintiffs' claims are barred in whole or in part because no conduct of Defendant was misleading, unfair, or deceptive.

**EIGHTY-THIRD DEFENSE**

Plaintiffs' claims may be barred, in whole or in part, because neither the users nor their prescribers of the medications distributed by Defendant, nor Plaintiffs themselves, relied to their detriment upon any statement by Defendant in determining to use the medications at issue.

**EIGHTY-FOURTH DEFENSE**

Defendant is not liable for any statements in the Manufacturer Defendants' branded or unbranded materials.

**EIGHTY-FIFTH DEFENSE**

Plaintiffs' nuisance claims are barred to the extent that they lack the statutory authority to bring a nuisance claim under Ohio law or their own applicable county or municipal codes or regulations.

**EIGHTY-SIXTH DEFENSE**

Plaintiffs' common law and statutory public nuisance claims are barred or limited to the extent that they have been abrogated by the Ohio Products Liability Act.

**EIGHTY-SEVENTH DEFENSE**

Plaintiffs' claim of public nuisance is barred or limited because no action of Defendant involved interference with real property; illegal conduct perpetrated by third parties involving the use of an otherwise legal product does not involve a public right against the distributor sufficient to state a claim for public nuisance; the alleged public nuisance would have impermissible extraterritorial reach; and the alleged conduct of Defendant is too remote from the alleged injury as a matter of law and due process.

**EIGHTY-EIGHTH DEFENSE**

Plaintiffs' claim for unjust enrichment is barred or limited because Defendant did not receive and retain any alleged benefit from Plaintiffs.

**EIGHTY-NINTH DEFENSE**

Plaintiffs' claims are barred, reduced, and/or limited pursuant to the applicable Ohio statutory and common law regarding limitations of awards, caps on recovery, and setoffs.

**NINETIETH DEFENSE**

Plaintiffs' claims are barred, reduced, and/or limited to the extent that Defendant is entitled to a credit or setoff for any and all sums Plaintiffs has received in the way of any and all settlements.

**NINETY-FIRST DEFENSES**

Plaintiffs' Complaint is barred, in whole or in part, by the doctrines of acquiescence, settlement, or release.

**NINETY-SECOND DEFENSE**

Defendant's liability, if any, will not result from their conduct but is solely the result of an obligation imposed by law, and thus Defendant is entitled to complete indemnity, express or implied, by other parties.



**NINETY-THIRD DEFENSE**

Plaintiffs' claims for punitive or exemplary damages or other civil penalties are barred or reduced by applicable law or statute or, in the alternative, are unconstitutional insofar as they violate the due process protections afforded by the United States Constitution, the excessive fines clause of the Eighth Amendment of the United States Constitution, the Full Faith and Credit Clause of the United States Constitution, and applicable provisions of the Constitution of this State or that of any other state whose laws may apply. Any law, statute or other authority purporting to permit the recovery of punitive damages or civil penalties in this case is unconstitutional, facially and as applied, to the extent that, without limitation, it: (1) lacks constitutionally sufficient standards to guide and restrain the jury's discretion in determining whether to award punitive damages or civil penalties and/or the amount, if any; (2) is void for vagueness in that it fails to provide adequate advance notice as to what conduct will result in punitive damages or civil penalties; (3) unconstitutionally may permit recovery of punitive damages or civil penalties based on harms to third parties, out-of-state conduct, conduct that complied with applicable law, or conduct that was not directed, or did not proximately cause harm, to Plaintiffs; (4) unconstitutionally may permit recovery of punitive damages or civil penalties in an amount that is not both reasonable and proportionate to the amount of harm, if any, to Plaintiffs and to the amount of compensatory damages, if any; (5) unconstitutionally may permit jury consideration of net worth or other financial information relating to Defendants; (6) lacks constitutionally sufficient standards to be applied by the trial court in post-verdict review of any award of punitive damages or civil penalties; (7) lacks constitutionally sufficient standards for appellate review of any award of punitive damages or civil penalties; (8) would unconstitutionally impose a penalty, criminal in nature, without according to Defendants the same procedural protections that are accorded to criminal defendants under the constitutions of

the United States, this State, and any other state whose laws may apply; and (9) otherwise fails to satisfy Supreme Court precedent, including, without limitation, *Pacific Mut. Life Ins. Co. v. Haslip*, 499 U.S. 1 (1991); *TXO Production Corp. v. Alliance Resources, Inc.*, 509 U.S. 443 (1993); *BMW of N. Am. v. Gore*, 517 U.S. 559 (1996); *State Farm Ins. Co. v. Campbell*, 538 U.S. 408 (2003); and *Philip Morris USA v. Williams*, 549 U.S. 346 (2007).

#### **NINETY-FOURTH DEFENSE**

To the extent that Plaintiffs seeks punitive, exemplary, or aggravated damages, any such damages are barred because the product at issue, and its labeling, were subject to and received pre-market approval by the FDA under 52 Stat. 1040, 21 U.S.C. § 301.

#### **NINETY-FIFTH DEFENSE**

Plaintiffs' claims for punitive or exemplary damages are barred because Plaintiffs cannot prove by clear and convincing evidence that Defendant was grossly negligent and Defendant has neither acted nor failed to act in a manner that entitles Plaintiffs to recover punitive or exemplary damages.

#### **NINETY-SIXTH DEFENSE**

Plaintiffs cannot obtain relief on its claims based on actions undertaken by Defendant of which Defendant provided notice of all material facts.

#### **NINETY-SEVENTH DEFENSE**

Defendant is entitled to, and claims the benefit of, all defenses and presumptions set forth in or arising from any rule of law or statute of this State or any other state whose substantive law might control the action.

#### **NINETY-EIGHTH DEFENSE**

Plaintiffs' claims are barred by the doctrine of *in pari delicto*.

**NINETY-NINTH DEFENSE**

Plaintiffs' claims, including their claims under Ohio Revised Code § 2307.60 is barred because Plaintiffs have not and cannot identify a criminal predicate act sufficient to give rise to liability under the statute, a conviction, or that Plaintiffs suffered any injury that resulted from the alleged criminal act.

**ONE-HUNDREDTH DEFENSE**

Plaintiffs' statutory nuisance claim is barred because the statutes upon which Plaintiffs rely, including Ohio Revised Code §§ 715.44, 3767.01 *et seq.*, 4729.35, are unconstitutionally vague.

**ONE-HUNDRED-FIRST DEFENSE**

Plaintiffs' claims are barred and should be dismissed because Plaintiffs have failed to comply with the Court's case management orders, including CMO-1.

**ONE-HUNDRED-SECOND DEFENSE**

Defendant asserts all applicable defenses under Federal Rules of Civil Procedure 8(c) and 12(b) and/or Ohio Rules of Civil Procedure 8(C) and 12(B), as investigation and discovery proceeds.

**ONE-HUNDRED-THIRD DEFENSE**

To the extent they are not otherwise incorporated herein, Defendant incorporates as a defense the defenses and arguments raised in the motions to dismiss of the Manufacturer Defendants, Distributor Defendants, and Pharmacy Defendants in this case.

**ONE-HUNDRED-FOURTH DEFENSE**

Defendant adopts by reference any additional applicable defense pled by any other defendants not otherwise pled herein.

**DEMAND FOR BIFURCATED TRIAL**

If any Plaintiff is permitted to proceed to trial upon any claims for punitive or exemplary damages, such claims, if any, must be bifurcated from the remaining issues.

**DEMAND FOR JURY TRIAL**

Defendants hereby demand a trial by jury of all issues so triable.

**WHEREFORE**, Defendant Cardinal Health, Inc. demands judgment dismissing Plaintiffs' Complaint herein in its entirety, together with costs and disbursements of this action, and together with such other and further relief as this Court deems just and proper.

Dated: January 15, 2019

Respectfully submitted,

*/s/ Enu Mainigi*

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**CERTIFICATE OF SERVICE**

I, Ashley W. Hardin, hereby certify that the foregoing document and supporting papers were served via the Court's ECF system to all counsel of record.

/s/ Ashley W. Hardin  
Ashley W. Hardin