

P-24875

Documents referenced by Teva Defendants in response to Interrogatory No. 29 of their July 23, 2020 Supplemental Responses to People's Second Set of Interrogatories, served in The People v. State of California v. Purdue Pharma L.P. et al, Orange County California Superior Court Case No. 30-2014-00725287-CU-BT-CXC - Teva Defendants opioid sales and receivable data (1).

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AND WATSON LABORATORIES, INC.
12

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF ORANGE

15
16 THE PEOPLE OF THE STATE OF
CALIFORNIA, acting by and through
17 Santa Clara County Counsel James R.
Williams, Orange County District Attorney
18 Tony Rackauckas, Los Angeles County
Counsel Mary C. Wickham, and Oakland
19 City Attorney Barbara J. Parker,

20 Plaintiff,

21 v.

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

23 Defendants.
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27
28

Case No. 30-2014-00725287-CU-BT-CXC

ASSIGNED FOR ALL PURPOSES TO:
Hon. Peter J. Wilson, Dept. CX102

**DEFENDANTS TEVA
PHARMACEUTICALS USA, INC.,
CEPHALON, INC., ACTAVIS LLC,
ACTAVIS PHARMA, INC. F/K/A WATSON
PHARMA, INC., AND WATSON
LABORATORIES, INC.'S
SUPPLEMENTAL RESPONSES TO
PEOPLE'S SECOND SET OF
INTERROGATORIES**

1 Defendants Teva Pharmaceuticals USA, Inc. and Cephalon, Inc. (collectively, “Teva”)
2 and Watson Laboratories, Inc., Actavis LLC, and Actavis Pharma, Inc. f/k/a Watson Pharma, Inc.
3 (collectively, the “Teva-Acquired Actavis Entities”) (Teva and the Teva-Acquired Actavis
4 Entities are collectively referred to as the “Teva Defendants”) hereby answer, object, and
5 otherwise respond to The People’s Second Set of Interrogatories.

6 **PRELIMINARY STATEMENT**

7 The Teva Defendants have not completed their investigation of the facts regarding this
8 case, their discovery in this action, and their preparation for trial. Accordingly, the information set
9 forth herein is based upon such information as is presently available and specifically known to the
10 Teva Defendants. It is anticipated that further investigation, discovery, legal research, and
11 analysis will supply additional facts, add meaning to known facts, and establish new factual
12 conclusions and legal contentions, all of which may lead to substantial additions to, changes in
13 and variations from the information or contentions provided herein.

14 The following responses are without prejudice to the Teva Defendants’ right to produce
15 evidence of or make contentions based on any facts about which the Teva Defendants may later
16 discover or become aware. The Teva Defendants accordingly reserve their right to change any
17 and all statements set forth herein as additional facts are ascertained, analyses are made, factual
18 and legal research is completed, and contentions are framed. The responses contained herein are
19 made in a good faith effort to supply as much factual information and as much specification of
20 legal contentions as is presently known and reasonable under the circumstances, but are in no way
21 prejudicial to the Teva Defendants’ rights and interests, particularly in relation to further
22 investigation, discovery, research, and analysis. This Preliminary Statement applies to each of the
23 following responding paragraphs and by this reference is incorporated therein as though set forth
24 in full in each responding paragraph.

25 **GENERAL OBJECTIONS**

26 The following General Objections are incorporated into each response herein:

27 1. The Teva Defendants incorporate by reference each and every General Objection
28 set forth below into each and every specific response. From time to time, the Teva Defendants

1 may repeat a General Objection in a specific response for emphasis or some other reason. The
2 failure to repeat any General Objection in any specific response shall not be interpreted as a
3 waiver of any General Objection to that response.

4 2. The Teva Defendants object to the Interrogatories and to each and every request
5 therein to the extent such requests seek information protected from disclosure by the attorney-
6 client privilege, work product doctrine, or any other rule of privilege, confidentiality or immunity
7 permitted by law, including those of third parties. In particular, and without limitations, the Teva
8 Defendants will not furnish any information constituting or reflecting the impressions,
9 conclusions, opinions, legal research, legal theories, or other work product of counsel. If
10 disclosure of information protected by any such privilege is made, it should be deemed to be
11 inadvertent and made without waiver of the Teva Defendants' right to seek return of the
12 information or documents or assert the applicability of the privilege at issue. Inadvertent
13 testimony, production, or disclosure of any such information and/or document is not intended to
14 and shall not constitute a waiver of any privilege or any other ground for objecting to discovery
15 with respect to such testimony, information, and/or document, or with respect to the subject
16 matter thereof. Nor shall such inadvertent production or disclosure waive the Teva Defendants'
17 right to object to the use of any such testimony, information, and/or document during this action
18 or in any other or subsequent proceeding.

19 3. The Teva Defendants object to the Interrogatories and to each and every request
20 therein to the extent they seek to impose obligations over and above those contained in the
21 applicable law, including, but not limited to, the California Code of Civil Procedure and the
22 California Evidence Code.

23 4. The Teva Defendants object to the Interrogatories and to each and every request
24 therein to the extent they seek information or materials on matters not relevant to the subject
25 matter of this action, not admissible in evidence, and not reasonably calculated to lead to the
26 discovery of admissible evidence.

27 5. The Teva Defendants object to the Interrogatories and to each and every request
28 therein to the extent that they are vague, ambiguous, and/or unintelligible.

1 6. The Teva Defendants object to the Interrogatories and to each and every request
2 therein to the extent that they are unduly burdensome and oppressive.

3 7. The Teva Defendants object to the Interrogatories and to each and every request
4 therein to the extent that they call for the Teva Defendants to engage in an investigation or to
5 obtain information not in its possession, custody, or control. In addition, the Teva Defendants
6 object to the Interrogatories to the extent that they require the Teva Defendants to respond and/or
7 produce information on behalf of any person or entity other than the Teva Defendants. The Teva
8 Defendants respond on behalf of itself only.

9 8. The Teva Defendants object to the Interrogatories and to each and every request
10 therein to the extent that they seek information in the public record or which is equally accessible
11 to Plaintiff as to the Teva Defendants.

12 9. The Teva Defendants object to the Interrogatories and to each and every request
13 therein to the extent that they call for improper legal conclusions. The Teva Defendants'
14 objections and responses shall not be construed as providing a legal conclusion concerning the
15 meaning or application of any terms of phrases used in the Interrogatories.

16 10. No response herein should be deemed or construed as a representation that
17 Defendants agree with or acquiesce to the characterization of any fact, assumption or conclusion
18 of law contained in or implied by the Interrogatories.

19 11. If Plaintiff asserts an interpretation of any aspect of the Interrogatories that is
20 different from that made by the Teva Defendants, the Teva Defendants reserve the right to
21 supplement its objections if such interpretations made by the Teva Defendants are held to be
22 applicable.

23 12. The Teva Defendants will make reasonable efforts to gather information
24 responsive to each request contained within the Interrogatories as it understands and interprets
25 each request subject to and limited by the objections it may have to each request, including those
26 contained in these General Objections, and all other objections made herein, as well as any
27 limitations agreed to by the parties.

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1 13. No incidental or implied admissions are intended by these responses. The fact that
2 the Teva Defendants agree to provide information in response to a particular request is not
3 intended and shall not be construed as an admission that the Teva Defendants accept or admit the
4 existence of any such information set forth in or assumed by such request, or that any such
5 information and/or document constitutes admissible evidence. The fact that the Teva Defendants
6 agree to provide information in response to a particular request is not intended and shall not be
7 construed as a waiver by the Teva Defendants of any part of any objection to such request or any
8 part of any general objection made herein.

9 14. The Teva Defendants object to Plaintiff's Instructions as set forth in the
10 Interrogatories to the extent the Instructions do not comply with California Code of Civil
11 Procedure ("CCP") 2030.060(d).

12 15. The Teva Defendants objections and responses are made without in any way
13 waiving or intending to waive, but on the contrary, intending to preserve and preserving:

14 (a) The right to object on any ground whatsoever to the admission into
15 evidence or other use of the responses contained herein at any trial, arbitration, mediation, or any
16 other proceeding in this matter or in any other action;

17 (b) The right to object on any ground whatsoever at any time to any demand
18 for further responses to these Interrogatories; and

19 (c) The right to provide supplemental responses to these Interrogatories or
20 otherwise to supplement, revise or explain the information contained in the responses to these
21 discovery requests in light of information gathered through further investigation and discovery.

22 16. The Teva Defendants search for information and documents is ongoing and
23 Defendants have not completed their investigation and discovery in this action. The Teva
24 Defendants respond to these Interrogatories based upon information and documents presently
25 available to it that it has been able to identify through reasonable efforts. In making these
26 responses, the Teva Defendants' reserve their rights to present or rely on facts, documents, or
27 other evidence that may develop or come to the Teva Defendants attention at a later time. The
28 Teva Defendants responses are based on information presently known to the Teva Defendants and

1 are set forth without prejudice to the Teva Defendants' right to assert additional objections and/or
2 supplementary responses should the Teva Defendants discover additional documents,
3 information, or grounds for objections. The Teva Defendants reserve the right to supplement or
4 amend their responses to the Interrogatories at any time prior to the trial in this matter.

5 17. The Teva Defendants object to each of The People's Interrogatories to the extent
6 that they seek information the release of which would be a violation of any individual's right of
7 privacy under Article I, Section 1 of the California Constitution, or Section 1799.1 of the
8 California Civil Code, or any other constitutional, statutory or common law right of privacy of
9 any person.

10 **OBJECTIONS TO DEFINITIONS**

11 1. The Teva Defendants object to the definition of "Chronic" to the extent that the
12 definition differs from guidance promulgated by the U.S. Food and Drug Administration
13 ("FDA").

14 2. The Teva Defendants object to the definition of "CME" as vague, ambiguous,
15 overly broad, unduly burdensome, and not reasonably calculated to lead to discovery of
16 admissible evidence, particularly to the extent it defines the term by reference to any unidentified
17 "medical board or society." To the extent that the Teva Defendants provide documents or
18 information related to "CME," the provision of such documents or information shall not be
19 construed to mean that the definition of the defined terms "CME" corresponds with the
20 definitions of those terms as defined by the Accreditation Council for Continuing Medical
21 Education or any "medical board or society." The Teva Defendants further object to the definition
22 of "CME" on the ground that the undefined term "medical board or society" is vague, ambiguous,
23 and has no readily ascertainable meaning.

24 3. The Teva Defendants object to the definition of "Communication" as calling for
25 the search of "writings, documents, language (machine, foreign, or otherwise) of any kind,
26 computer electronics, email, SMS, MMS, or other "text" messages, messages on "social
27 networking" sites (including, but not limited to, Facebook, Google+, MySpace and Twitter),
28 shared applications from cell phones, "smartphones," netbooks and laptops, sound, radio, or video

1 signals, telecommunication, telephone, teletype, facsimile, telegram, microfilm, or by any other
2 means “ on the grounds that it is unduly burdensome, overbroad, and not reasonably calculated to
3 lead to the discovery of admissible evidence. The Teva Defendants further object to the definition
4 of “Communication” as overbroad and unduly burdensome to the extent it purports to impose on
5 the Teva Defendants any obligation inconsistent with the California Code of Civil Procedure.

6 4. The Teva Defendants object to the definition of “Concerning” on the grounds that
7 it is vague, ambiguous, overbroad, and unduly burdensome because it is not limited by time,
8 scope, or subject matter.

9 5. The Teva Defendants object to the definition of “Document” as overly broad and
10 unduly burdensome to the extent it purports to impose upon the Teva Defendants any obligation
11 inconsistent with the California Code of Civil Procedure.

12 6. The Teva Defendants object to the definition of “Electronically Stored
13 Information” or “ESI” to the extent it is inconsistent with the ESI production protocol entered by
14 the Court.

15 7. The Teva Defendants object to the definition of “Employee” as overly broad,
16 unduly burdensome, in part because it purports to encompass “former [] employees,”
17 “independent contractors,” and “individuals performing work as temporary employees” outside of
18 the Teva Defendants’ direction or control.

19 8. The Teva Defendants object to the definition of “Identify” when used with respect
20 to natural persons on the grounds that it seeks information that is not reasonably calculated to lead
21 to the discovery of admissible evidence, is overly broad and unduly burdensome, and purports to
22 require the Teva Defendants to produce information outside the possession, custody, or control of
23 the Teva Defendants. In particular, the Teva Defendants object to the definition of “Identify” to
24 the extent it purports to require the Teva Defendants to provide any person’s present or last
25 known address, present or last known place of employment, “stage name or alias,” date of birth,
26 telephone number, and “street and mailing address for both home and business at the time in
27 question and at the time of answering the Requests.”

1 9. The Teva Defendants object to the definition of “Identify” when used with respect
2 to a Document, on the grounds that it seeks irrelevant information, is overly broad and unduly
3 burdensome and purports to require the Teva Defendants to produce information outside the
4 possession, custody, or control of the Teva Defendants.

5 10. The Teva Defendants also object to the definition of “Identify” when used with
6 non-natural persons on the grounds that it seeks information that is not reasonably calculated to
7 lead to the discovery of admissible evidence, is overly broad and unduly burdensome, and
8 purports to require the Teva Defendants to produce information outside the possession, custody,
9 or control of the Teva Defendants. In particular, the Teva Defendants object to the definition of
10 “Identify” to the extent it purports to require the Teva Defendants to provide any third party’s
11 “state(s) of incorporation, registered or unregistered trade name(s), name(s) under which it does
12 business, tax identification number, and the identity of its agent(s) for the service of process.”

13 11. The Teva Defendants object to the definition “Key Opinion Leader” and “KOL” as
14 overly broad, unduly burdensome, and not reasonably calculated to lead to discovery of
15 admissible evidence to the extent that it is not limited to the products at issue in this case. The
16 Teva Defendants further object to the definition “Key Opinion Leader” and “KOL” on the ground
17 that the undefined terms “involved in,” “advocacy,” and “medical professionals” are vague,
18 ambiguous and have no readily ascertainable meanings.

19 12. The Teva Defendants object to Plaintiff’s definition of “Marketing” and
20 “Marketing Activities” to the extent it means “efforts to promote the use of Opioids generally, or
21 Your Opioids specifically, for the treatment of pain,” as vague, ambiguous, and overbroad. The
22 Teva Defendants further object to Plaintiff’s definition of “Marketing” to the extent that it
23 includes “CME” and to the extent it includes publications or activities (i) that were educational,
24 rather than promotional, in nature, (ii) that would not be deemed to be “promotional” activities by
25 the FDA, and (iii) over which the Teva Defendants had no editorial control.

26 13. The Teva Defendants object to Plaintiff’s’ definition of “Opioid” to the extent that
27 it means opioids “used for pain relief or control, or to treat opioid addiction” as vague,
28 ambiguous, and overly broad. The Teva Defendants further object to Plaintiff’s definition of

1 “Opioid” as overly broad, unduly burdensome, and not reasonably calculated to lead to the
2 discovery of admissible evidence to the extent it calls for information related to generic opioid
3 products. The Teva Defendants did not promote generic opioid products, and marketed only
4 pricing and availability of generic opioids. The Teva Defendants will provide information relating
5 to Actiq (fentanyl citrate) oral transmucosal lozenge CII and Fentora (fentanyl buccal tablet) CII.
6 Actiq and Fentora are each FDA-approved opioid agonists indicated for the management of
7 breakthrough pain in adult cancer patients who are already receiving and who are tolerant to
8 around-the-clock opioid therapy for their underlying persistent cancer pain. The generic opioid
9 products sold by the Teva Defendants are each FDA-approved generic versions of branded opioid
10 products that were also approved by the FDA, and the indication for each generic opioid product
11 speaks for itself. The Teva Defendants will provide information about the generic opioid products
12 that they sold during the relevant period.

13 14. The Teva Defendants object to the definition of “Person” to the extent it purports
14 to impose obligations to produce information outside of the Teva Defendants’ knowledge,
15 possession, custody, and control.

16 15. The Teva Defendants object to the definition of “Prescribers” as vague,
17 ambiguous, overly broad, and unduly burdensome because it is not limited to California
18 prescribers who practice medicine that requires opioids, prescribers to whom any specific
19 “Opioids” were directly marketed by the Teva Defendants, or those alleged to have prescribed
20 Defendants’ opioids at issue for chronic, non-cancer pain.

21 16. The Teva Defendants object to the definition of “Plans” as overly broad, unduly
22 burdensome, vague, ambiguous, and not reasonably calculated to lead to discovery of admissible
23 evidence. The Teva Defendants further object to the definition of “Plans” as overly broad, unduly
24 burdensome, vague, ambiguous, and not reasonably calculated to lead to discovery of admissible
25 evidence to the extent it encompasses “Opioids generally” and “materials created by ... any third
26 parties with whom You have contracted or Communicated.” The Teva Defendants further object
27 to the definition of “Plans” on the ground that the undefined terms “presentations,” “other
28 memoranda,” “ideas,” “thoughts,” “strategic,” “positions,” “approaches,” “theories,”

1 “contracted,” and “drafts” are vague, ambiguous and have no readily ascertainable meanings. The
2 Teva Defendants further object to the definition of “Plans” to the extent it seeks documents or
3 information that are not available to the Teva Defendants and may be in the possession of third
4 parties.

5 17. The Teva Defendants object to the definition of “Promotional Pieces or Sales
6 Aids” as overly broad, unduly burdensome, vague, ambiguous, and not reasonably calculated to
7 lead to discovery of admissible evidence. The Teva Defendants further object to the definition of
8 “ Promotional Pieces or Sales Aids “ as overly broad, unduly burdensome, vague, ambiguous, and
9 not reasonably calculated to lead to discovery of admissible evidence to the extent it encompasses
10 “core sales or visual aids; leave behinds; patient brochures, pain trackers, patient journals or other
11 materials intended for dissemination to patients; vouchers; co-pay, discount cards and payment
12 assistance cards; dosing materials; MIRF materials; prior authorization and reimbursement
13 support materials; Patient Assistance Program materials; formulary status materials; Letters of
14 Medical Necessity; WLF articles, journal articles, reprints or the like; clinical data or study
15 materials; convention setups, booths, quizzes and materials; TIRF REMS materials; and website
16 or other online materials.”

17 18. The Teva Defendants object to the definition of “Sales Representative” as vague,
18 ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to discovery
19 of admissible evidence to the extent that it purports to encompass independent contractors. The
20 Teva Defendants further object to the definition “Sales Representative” as overly broad, unduly
21 burdensome, and not reasonably calculated to lead to discovery of admissible evidence to the
22 extent that it is not limited to the products at issue in this case. The Teva Defendants further
23 object to the definition of “Sales Representative” on the grounds that the undefined term
24 “retained” is vague, ambiguous, and has no readily ascertainable meaning.

25 19. The Teva Defendants object to the definition of “Scientific Research” as vague,
26 ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to discovery
27 of admissible evidence. Plaintiff s “Scientific Research” definition, which encompasses, among
28 other things, undefined terms “comparisons,” “reviews,” and “analyses” conducted by undefined

1 and unspecified “doctors, researchers, or other investigators,” does not supply any meaningful
2 criteria by which to identify the information sought. The Teva Defendants further object to the
3 definition of “Scientific Research” on the grounds that the undefined terms “studies,”
4 “investigations,” “articles,” “comparisons,” “case histories,” “reviews,” “reports,” “analyses,” and
5 “other investigators” are vague, ambiguous, and have no readily ascertainable meanings.

6 20. The Teva Defendants object to the definition of “You” and “Your” on the grounds
7 that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to
8 lead to discovery of admissible evidence, and thus outside the scope of permissible discovery
9 because it purports to encompass, without limitation, “all affiliated entities, including any
10 predecessor, successor, domestic or foreign parent, wholly or partially owned subsidiary,
11 division, d/b/a, partnership, and joint venture. These terms also shall be deemed to include all
12 owners, officers, agents, and Employees of such entities, and other Persons acting or authorized
13 to act on their behalf.” The Teva Defendants further object to the definition of “You” and “Your”
14 on the grounds that the undefined terms “affiliated entities,” “predecessor,” “successor,”
15 “domestic or foreign parent,” “wholly or partially owned subsidiary,” “division,” “partnership,”
16 “joint venture,” “owners,” “officers,” and “agents,” are vague, ambiguous, and have no readily
17 ascertainable meanings. The Teva Defendants further object on the ground that the definition of
18 “You” and “Your” assumes facts that are not in evidence. The Teva Defendants will produce
19 documents or information in the possession, custody, or control of Cephalon, Inc., Teva
20 Pharmaceuticals USA, Inc., Watson Laboratories, Inc., Actavis LLC, and Actavis Pharma, Inc.

21 **SUPPLEMENTAL RESPONSES AND OBJECTIONS TO INTERROGATORIES**

22 **INTERROGATORY NO. 29:**

23 Identify each OPIOID you ever sold in California, and for each OPIOID identified state
24 on a monthly and annual basis the number of individual units sold (e.g. pills, lozenges, lollipop
25 sticks, transdermal patches) and market share. If this information is not available for California,
26 then provide nationally.

27 **RESPONSE TO INTERROGATORY NO. 29:**

28 The Teva Defendants reassert and incorporate each of the foregoing General Objections

1 set forth above into this response. The Teva Defendants further object to this Request to the
2 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
3 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
4 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
5 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
6 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
7 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
8 purports to encompass, without limitation “each” such OPIOID ever sold in California. The Teva
9 Defendants object to this Interrogatory on the grounds that “units” and “market share” are
10 undefined, vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as
11 not reasonably limited in time or scope.

12 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
13 follows: The Teva Defendants refer Plaintiff to Attachment A, which identifies each opioid
14 product sold by the Teva Defendants nationally. The Teva Defendants further refer Plaintiff to
15 documents previously produced by the Teva Defendants in this litigation that contain information
16 responsive to this Interrogatory, including:

- 17 • Actiq sales data from 2001–Q1 2012, which may be found at
18 TEVA_MDL_A_06447382;
- 19 • Fentora sales data from 2006–Q1 2012, which may be found at
20 TEVA_MDL_A_02419958;
- 21 • Actiq and Fentora sales data from Q2 2012– Q1 2018, which may be found at
22 TEVA_MDL_A_02401117; and
- 23 • Data regarding direct shipments and/or direct sales to pharmacies or pharmacy
24 distribution centers, including NDC data, volume, and the pharmacy or pharmacy
25 distribution center, which may be found at TEVA_MDL_A_02416192 and
26 TEVA_MDL_A_02416205.
- 27 • Net sales data from 2012–2017 for generic opioid products may be found at
28 TEVA_MDL_A_02416208 and TEVA_MDL_02419959;

- 1 • Accounts receivable transaction level data from 2008–2016 for generic opioid
- 2 products may be found at TEVA_MDL_A_02419966, TEVA_MDL_A_02419967,
- 3 TEVA_MDL_A_02419968, and TEVA_MDL_A_02419964;
- 4 • Accounts receivable transaction level data from Q2 2017–June 2018, which may be
- 5 found at TEVA_MDL_A_02419965;
- 6 • Accounts receivable transaction level data from 2013–2017 (Q1), which may be found
- 7 at TEVA_MDL_A_02419969, TEVA_MDL_A_02419963 and
- 8 TEVA_MDL_A_02419960;
- 9 • Additional summary sales data by unit (not dollar value) from 2011 to 2017, which
- 10 may be found at TEVA_MDL_A_02419962;
- 11 • Indirect sales data from 2006–Q2 2014, which may be found at:¹¹
- 12 • TEVA_MDL_A_07869902 - TEVA_MDL_A_07876853;
- 13 • TEVA_MDL_A_07876854 - TEVA_MDL_A_07880642;
- 14 • TEVA_MDL_A_07880643 - TEVA_MDL_A_07885149;
- 15 • TEVA_MDL_A_07885150 - TEVA_MDL_A_07889184;
- 16 • TEVA_MDL_A_07889185 - TEVA_MDL_A_07889288;
- 17 • TEVA_MDL_A_07889289 - TEVA_MDL_A_07901019;
- 18 • TEVA_MDL_A_07901020 - TEVA_MDL_A_07907288;
- 19 • TEVA_MDL_A_07907289 - TEVA_MDL_A_07914957;
- 20 • TEVA_MDL_A_07914958 - TEVA_MDL_A_07921676;
- 21 • TEVA_MDL_A_07921677 - TEVA_MDL_A_07921925;

22
 23 ¹ Watson Laboratories, Inc., Actavis LLC, and Actavis Pharma, Inc. f/k/a Watson Pharma, Inc.
 24 (“Teva-Acquired Actavis Entities”) cannot verify the accuracy or completeness of the “indirect
 25 raw sales data” because of the form of the data as transferred from Allergan to Teva
 26 Pharmaceuticals USA, Inc. (“Teva USA”) when Teva USA acquired the Teva-Acquired Actavis
 27 Entities. As a result of multiple acquisitions over time, even before the acquisition from Allergan,
 28 the Teva-Acquired Actavis Entities were an aggregation of a number of companies that all had
 different systems and processes to record, track and report their financial information, inclusive of
 product sales information. Additionally, within the Teva-Acquired Actavis Entities there were
 system changes that occurred. Although Teva USA acquired certain legal entities and systems as
 a result of its acquisition of the Teva-Acquired Actavis Entities, this business did not have stand-
 alone records. Therefore, the Teva-Acquired Actavis Entities have no means by which to verify
 the completeness or accuracy of this information.

- 1 • TEVA_MDL_A_07921926 - TEVA_MDL_A_07921926;
- 2 • TEVA_MDL_A_07921927 - TEVA_MDL_A_07921927;
- 3 • TEVA_MDL_A_07921928 - TEVA_MDL_A_07928168; and
- 4 • TEVA_MDL_A_07928169 - TEVA_MDL_A_07937356;
- 5 • Indirect sales data from Q2 2014–Q1 2017, which may be found at:
 - 6 • TEVA_MDL_A_08637273;
 - 7 • TEVA_MDL_A_08637274;
 - 8 • TEVA_MDL_A_08637275;
 - 9 • TEVA_MDL_A_08637276; and
 - 10 • TEVA_MDL_A_08637277; and
- 11 • Direct sales data, which may be found at TEVA_MDL_A_08637279.

12 **INTERROGATORY NO. 30:**

13 Identify on a monthly and annual basis the average retail prescription or unit price actually
14 paid by the final end users for each of YOUR OPIOID prescriptions or units sold.

15 **RESPONSE TO INTERROGATORY NO. 30:**

16 The Teva Defendants reassert and incorporate each of the foregoing General Objections
17 set forth above into this response. The Teva Defendants further object to this Request to the
18 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
19 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
20 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
21 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
22 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
23 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
24 purports to encompass, without limitation “each” such “OPIOID prescriptions or units sold.” The
25 Teva Defendants further object to this Interrogatory to the extent that it presupposes that the Teva
26 Defendants are able to identify the identities and price paid by “end users” of pharmaceutical
27 products. The Teva Defendants object to this Interrogatory on the grounds that “end user” and
28 “units” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to this

1 Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this
2 Interrogatory as overly broad, unduly burdensome, and not proportional to the needs of this case
3 because it is not limited in geographic scope when the allegations in this case are limited to
4 California.

5 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
6 follows: The Teva Defendants have no knowledge of, and after a reasonable search are unable to
7 ascertain, the information requested in Interrogatory No. 30.

8 **INTERROGATORY NO. 31:**

9 IDENTIFY all DOCUMENTS that were used by YOU to train California SALES
10 REPRESENTATIVES on the promotion and sale of YOUR OPIOIDS in California, along with
11 the dates each was approved and used for training.

12 **RESPONSE TO INTERROGATORY NO. 31:**

13 The Teva Defendants reassert and incorporate each of the foregoing General Objections
14 set forth above into this response. The Teva Defendants further object to this Request to the
15 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
16 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
17 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
18 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
19 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
20 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
21 purports to encompass, without limitation “all” such “DOCUMENTS that were used by [the Teva
22 Defendants] to train California SALES REPRESENTATIVES on the promotion and sale of [the
23 Teva Defendants’] OPIOIDS in California.” The Teva Defendants object to this Interrogatory on
24 the grounds that “train,” “approved,” and “promotion” are undefined, vague, ambiguous and
25 overbroad. The Teva Defendants object to this Interrogatory as not reasonably limited in time or
26 scope. The Teva Defendants object to this Interrogatory as overly broad, unduly burdensome, and
27 not reasonably calculated to lead to the discovery of admissible evidence to the extent it calls for
28 information related to the promotion of generic opioid products. The Teva Defendants did not

1 promote generic opioid products, and marketed only pricing and availability of generic opioids.

2 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
3 follows: The Teva Defendants state that they did not promote any generic opioid product or
4 employ sales representatives to do so and did not otherwise market generic opioid products other
5 than announcing their availability and pricing. The Teva Defendants further state that Teva-
6 Acquired Actavis entities did not promote, market, or sell any branded opioid product. The Teva
7 Defendants further refer Plaintiff to documents previously produced by the Teva Defendants in
8 this litigation, including materials used to train sales and marketing personnel who promoted
9 Actiq and Fentora, which may be found at the Bates labeled documents listed in Appendix B.

10 Answering further, the Teva Defendants refer Plaintiff to policies applicable to all
11 employees of the Teva Defendants as well as policies applicable to sales and marketing
12 employees, some of which may be found at TEVA_MDL_A_04794285;
13 TEVA_MDL_A_06880605 TEVA_MDL_A_01251767;TEVA_MDL_A_06880695;
14 TEVA_MDL_A_00552305; TEVA_MDL_A_00552786; TEVA_MDL_A_00553193; and
15 TEVA_MDL_A_00560852.

16 **INTERROGATORY NO. 32:**

17 IDENTIFY all training YOU or any party acting on YOUR behalf provided to California
18 SALES REPRESENTATIVES on the sale and promotion of YOUR OPIOIDS, including the
19 dates of the training, the SALES REPRESENTATIVES who attended the training, and the
20 DOCUMENTS that reflect the training materials presented to or provided to the SALES
21 REPRESENTATIVES for the training.

22 **RESPONSE TO INTERROGATORY NO. 32:**

23 The Teva Defendants reassert and incorporate each of the foregoing General Objections
24 set forth above into this response. The Teva Defendants further object to this Request to the
25 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
26 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
27 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
28 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants

1 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
2 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
3 purports to encompass, without limitation “all” such training “provided to California SALES
4 REPRESENTATIVES on the sale and promotion of [the Teva Defendants’] OPIOIDS.” The
5 Teva Defendants object to this Interrogatory on the grounds that “promotion,” “training,” and
6 “training materials” are undefined, vague, ambiguous and overbroad. The Teva Defendants object
7 to this Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to
8 this Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to
9 the discovery of admissible evidence to the extent it calls for information related to the promotion
10 of generic opioid products. The Teva Defendants did not promote generic opioid products, and
11 marketed only pricing and availability of generic opioids.

12 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
13 follows: The Teva Defendants state that they did not promote any generic opioid product or
14 employ sales representatives to do so and did not otherwise market generic opioid products other
15 than announcing their availability and pricing. The Teva Defendants further state that Teva-
16 Acquired Actavis entities did not promote, market, or sell any branded opioid product. The Teva
17 Defendants further refer Plaintiff to the Response to Interrogatory No. 31.

18 **INTERROGATORY NO. 33:**

19 IDENTIFY all training YOU or any party acting on YOUR behalf provided to California
20 SALES REPRESENTATIVES on identifying and reporting suspicious or potentially suspicious
21 prescribing activity of controlled substances, including OPIOIDS.

22 **RESPONSE TO INTERROGATORY NO. 33:**

23 The Teva Defendants reassert and incorporate each of the foregoing General Objections
24 set forth above into this response. The Teva Defendants further object to this Request to the
25 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
26 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
27 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
28 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants

1 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
2 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
3 purports to encompass, without limitation “all” such training “provided to California SALES
4 REPRESENTATIVES on identifying and reporting suspicious or potentially suspicious
5 prescribing activity of controlled substances.” The Teva Defendants further object to this
6 Interrogatory to the extent that it inaccurately suggests the existence of any obligation of sales
7 representatives to report suspicious activity or any obligation of the Teva Defendants to train
8 sales representatives for that purpose. The Teva Defendants object to this Interrogatory on the
9 grounds that “training,” “identifying,” “reporting,” “suspicious,” “potentially suspicious” and
10 “prescribing activity” are undefined, vague, ambiguous and overbroad. The Teva Defendants
11 object to this Interrogatory as not reasonably limited in time or scope. The Teva Defendants
12 object to this Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to
13 lead to the discovery of admissible evidence to the extent it calls for information related to the
14 promotion of generic opioid products. The Teva Defendants did not promote generic opioid
15 products, and marketed only pricing and availability of generic opioids.

16 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
17 follows: The Teva Defendants state that they did not promote any generic opioid product or
18 employ sales representatives to do so and did not otherwise market generic opioid products other
19 than announcing their availability and pricing. The Teva Defendants further state that Teva-
20 Acquired Actavis entities did not promote, market, or sell any branded opioid product. The Teva
21 Defendants further state that they complied with all federal, state, and local laws and regulations
22 relating to the identification of suspicious prescribing activity. The Teva Defendants further refer
23 Plaintiff to the Response to Interrogatory No. 31.

24 **INTERROGATORY NO. 34:**

25 IDENTIFY all data and information actually provided to YOUR SALES
26 REPRESENTATIVES CONCERNING the PRESCRIBERS they were directed or permitted to
27 call upon, including all targeting reports, decile rankings, prescription data, sales data, and
28 voucher dissemination and redemption data.

1 **RESPONSE TO INTERROGATORY NO. 34:**

2 The Teva Defendants reassert and incorporate each of the foregoing General Objections
3 set forth above into this response. The Teva Defendants further object to this Request to the
4 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
5 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
6 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
7 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
8 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
9 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
10 purports to encompass, without limitation “all” such “data and information actually provided to
11 [the Teva Defendants’] SALES REPRESENTATIVES CONCERNING the PRESCRIBERS they
12 were directed or permitted to call upon.” The Teva Defendants object to this Interrogatory on the
13 grounds that “data,” “call upon,” “targeting reports,” “decile rankings,” “prescription data,” “sales
14 data,” and “voucher dissemination and redemption data” are undefined, vague, ambiguous and
15 overbroad. The Teva Defendants object to this Interrogatory as not reasonably limited in time or
16 scope. The Teva Defendants object to this Interrogatory as overly broad, unduly burdensome, and
17 not proportional to the needs of this case because it is not limited in geographic scope when the
18 allegations in this case are limited to California. The Teva Defendants object to this Interrogatory
19 as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of
20 admissible evidence to the extent it calls for information related to the promotion of generic
21 opioid products. The Teva Defendants did not promote generic opioid products, and marketed
22 only pricing and availability of generic opioids.

23 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
24 follows: The Teva Defendants state that they did not promote any generic opioid product or
25 employ sales representatives to do so and did not otherwise market generic opioid products other
26 than announcing their availability and pricing. The Teva Defendants further state that Teva-
27 Acquired Actavis entities did not promote, market, or sell any branded opioid product. The Teva
28 Defendants further state that sales representatives who promoted Actiq and Fentora received

1 various information identifying physicians on whom they were permitted to call. The Teva
2 Defendants further maintained what were referred to at various times as the “Do Not Call List,”
3 “Do Not Detail List,” “Do Not Promote List,” and “Do Not Compensate List” (to ensure that
4 sales representatives did not receive incentive compensation based on sales from prescriptions by
5 physicians on the list) (referred to collectively as the “Do Not Call List”), which was a list of all
6 physicians on whom sales representatives were forbidden to call. Physicians could be included
7 on the Do Not Call List for various reasons, including because their primary specialty was
8 contraindicated for Actiq or Fentora. To ensure that sales representatives did not call on
9 physicians included on the Do Not Call List, physicians included on the list were removed from
10 lists of potential physicians that sales representatives could contact before the lists of potential
11 targets were provided to the sales representatives. Teva monitored which physicians its sales
12 representatives called on and in the event that a sales representative called on a physician on the
13 Do Not Call List, that sales representative was immediately notified by their supervisors that the
14 physician was not on the Do Not Call List, directed not to call on the physician again, and warned
15 of potential discipline if the sales representative contacted the physician again.

16 The Teva Defendants further refer Plaintiff to documents previously produced by the Teva
17 Defendants in this litigation that contain information responsive to this Interrogatory, including
18 targeting reports and other data regarding prescribers of Actiq and Fentora such as provider type
19 and specialty, practice location, license number, NPI, and the number of prescriptions written,
20 which may be found at TEVA_MDL_A_00690397 – TEVA_MDL_A_00692103.

21 **INTERROGATORY NO. 35:**

22 Identify all sales or detail visits by SALES REPRESENTATIVES to California
23 PRESCRIBERS CONCERNING YOUR OPIOIDS, and all information generated and recorded
24 CONCERNING each such visit.

25 **RESPONSE TO INTERROGATORY NO. 35:**

26 The Teva Defendants reassert and incorporate each of the foregoing General Objections
27 set forth above into this response. The Teva Defendants further object to this Request to the
28 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent

1 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
2 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
3 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
4 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
5 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
6 purports to encompass, without limitation “all” such “sales or detail visits by SALES
7 REPRESENTATIVES to California PRESCRIBERS CONCERNING [the Teva Defendants’]
8 OPIOIDS.” The Teva Defendants object to this interrogatory on the grounds that the
9 Interrogatory is overbroad, unduly burdensome, and not proportionate to the needs of the case
10 because it purports to require the Teva Defendants to identify “all” information regarding any
11 visit with any prescriber in California regarding the Teva Defendants’ opioid products. The Teva
12 Defendants object to this Interrogatory on the grounds that “detail visits,” “information,” and
13 “generated” are undefined, vague, ambiguous, and overbroad. The Teva Defendants object to this
14 Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this
15 Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the
16 discovery of admissible evidence to the extent it calls for information related to the promotion of
17 generic opioid products. The Teva Defendants did not promote generic opioid products, and
18 marketed only pricing and availability of generic opioids.

19 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
20 follows: The Teva Defendants state that they did not promote any generic opioid product or
21 employ sales representatives to do so and did not otherwise market generic opioid products other
22 than announcing their availability and pricing. The Teva Defendants further state that Teva-
23 Acquired Actavis entities did not promote, market, or sell any branded opioid product. The Teva
24 Defendants refer Plaintiff to documents previously produced by the Teva Defendants in this
25 litigation, including:

- 26 • Documents containing information on call activity for Actiq and Fentora, which
27 may be found at TEVA_MDL_A_02416207, TEVA_MDL_A_00763718, and
28 TEVA_MDL_A_00763717;

- Documents containing information on call activity for Fentora performed by third party, Publicis, which may be found at TEVA_MDL_A_01130614; and
- Field coaching reports, which can be found at: TEVA_MDL_A_00000001 – TEVA_MDL_A_00000009; TEVA_MDL_A_00324551 – TEVA_MDL_A_03129775; TEVA_MDL_A_00590592 – TEVA_MDL_A_00600434; and TEVA_MDL_A_00643894 – TEVA_MDL_A_00643902.

INTERROGATORY NO. 36:

IDENTIFY all DOCUMENTS that reflect final PROMOTIONAL PIECES OR SALES AIDS for YOUR OPIOIDS that were approved by YOU for use by SALES REPRESENTATIVES in California, along with the time periods each was approved for use.

RESPONSE TO INTERROGATORY NO. 36:

The Teva Defendants reassert and incorporate each of the foregoing General Objections set forth above into this response. The Teva Defendants further object to this Request to the extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent with the California Code of Civil Procedure. The Teva Defendants further object on the grounds that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants further object to the Interrogatory as not reasonably limited as to time or scope. The Teva Defendants further object to this Interrogatory as overbroad and unduly burdensome because it purports to encompass, without limitation “all” such “DOCUMENTS that reflect final PROMOTIONAL PIECES OR SALES AIDS for [the Teva Defendants’].” The Teva Defendants further object to this Interrogatory on the grounds that it is overbroad, unduly burdensome, and not proportional to the needs of the case to the extent that it seeks information about any marketing document that was not actually used by sales representatives in California. The Teva Defendants object to this Interrogatory on the grounds that “approved” and “use” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as overly

1 broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible
2 evidence to the extent it calls for information related to the promotion of generic opioid products.
3 The Teva Defendants did not promote generic opioid products, and marketed only pricing and
4 availability of generic opioids.

5 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
6 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
7 discovery because Plaintiff has exceeded the permitted number of specially prepared
8 interrogatories without providing a valid reason for propounding additional interrogatories.
9 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
10 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
11 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
12 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
13 Orders permitted limited jurisdictional discovery related to Teva Pharmaceutical Industries Ltd.
14 (“Teva Ltd.”). There is no conceivable way that this Interrogatory is relevant to limited
15 jurisdictional discovery related to Teva Ltd., and, as such, the Teva Defendants decline to
16 respond.

17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 36:**

18 The Teva Defendants supplement their responses to this special interrogatory as directed
19 by the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not
20 waive any objections set out above in the original response to this interrogatory and the Teva
21 Defendants incorporate their original response into this supplemental response. The Teva
22 Defendants supplement their response as follows: The Teva Defendants state that all of the Teva
23 Defendants’ marketing materials complied with federal law and were approved as required by the
24 FDA Office of Prescription Drug Promotion, formerly known as the Division of Drug Marketing,
25 Advertising, and Communications. The Teva Defendants further state that they and their
26 personnel were permitted to use and used only marketing and promotional materials that were
27
28

1 created and approved by the Teva Defendants. Approval of Teva marketing materials required
2 the unanimous approval of members of its Legal Department, Medical Affairs Department, and
3 Regulatory Affairs Department to ensure that those materials did not pose legal concerns, ensure
4 the medical and scientific accuracy of the information underpinning the material and all
5 information in the marketing material to the extent the material contained such information, and
6 ensure that the material was consistent with all FDA regulations and guidance. The Teva
7 Defendants state that they did not promote any generic opioid product or employ sales
8 representatives to do so and did not otherwise market generic opioid products other than
9 announcing their availability and pricing. The Teva Defendants further state that Teva-Acquired
10 Actavis entities did not promote, market, or sell any branded opioid product.
11

12 The Teva Defendants refer Plaintiff to documents previously produced in this litigation
13 that contain information responsive to this Interrogatory, including:
14

- 15 • Marketing materials for Actiq and Fentora that were submitted to the FDA Office
16 Prescription Drug Promotion, formerly known as the Division of Drug Marketing,
17 Advertising, and Communications, which may be found at
18 TEVA_MDL_A_00695218–TEVA_MDL_A_00696810 and
19 TEVA_MDL_A_00025238–TEVA_MDL_A_00033471; and
20
- 21 • Catalogues of submitted, reviewed, and approved marketing materials from Teva’s
22 internal marketing system, which can be found at TEVA_MDL_A_01130623 and
23 TEVA_MDL_A_01140791;
- 24 • Documents from the Teva-Acquired Actavis entities’ sales and marketing network
25 drive, which may contain additional documents responsive to this Interrogatory
26 and can be found at Acquired_Acativs_01060141 – Acquired_Actavis_01066167,
27 Acquired_Actavis_01848905 – Acquired_Actavis_01848909,
28

1 Acquired_Actavis_01866968 – Acquired_Actavis_01866971,
2 Acquired_Actavis_02021634 – Acquired_Actavis_02021635, and
3 Acquired_Actavis_02626538 – Acquired_Actavis_02626540.

4 The Teva Defendants’ document productions may contain additional documents
5 responsive to this Interrogatory. These documents are not centrally located in the Teva
6 Defendants’ records or in their document productions, and the burden is equal for Plaintiff and
7 the Teva Defendants to locate them in the Teva Defendants’ productions.
8

9 **INTERROGATORY NO. 37:**

10 IDENTIFY all PROMOTIONAL PIECES OR SALES AIDS for YOUR OPIOIDS that
11 were actually provided to each SALES REPRESENTATIVE for use or dissemination to
12 California PRESCRIBERS, along with the dates and quantities of such DOCUMENTS provided.
13

14 **RESPONSE TO INTERROGATORY NO. 37:**

15 The Teva Defendants reassert and incorporate each of the foregoing General Objections
16 set forth above into this response. The Teva Defendants further object to this Request to the
17 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
18 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
19 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
20 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
21 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
22 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
23 purports to encompass, without limitation “all” such “PROMOTIONAL PIECES OR SALES
24 AIDS for [the Teva Defendants’] OPIOIDS that were actually provided to each SALES
25 REPRESENTATIVE.” The Teva Defendants object to this Interrogatory on the grounds that
26 “provided” and “dissemination” are undefined, vague, ambiguous and overbroad. The Teva
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28

1 Defendants object to this Interrogatory as not reasonably limited in time or scope. The Teva
2 Defendants object to this Interrogatory as overly broad, unduly burdensome, and not reasonably
3 calculated to lead to the discovery of admissible evidence to the extent it calls for information
4 related to the promotion of generic opioid products. The Teva Defendants did not promote
5 generic opioid products, and marketed only pricing and availability of generic opioids.
6

7 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
8 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
9 discovery because Plaintiff has exceeded the permitted number of specially prepared
10 interrogatories without providing a valid reason for propounding additional interrogatories.
11 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
12 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
13 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
14 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
15 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
16 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
17 as such, the Teva Defendants decline to respond.
18

19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 37:**
20

21 The Teva Defendants supplement their responses to this special interrogatory as directed by
22 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
23 any objections set out above in the original response to this interrogatory and the Teva Defendants
24 incorporate their original response into this supplemental response. The Teva Defendants
25 supplement their response as follows: The Teva Defendants state that they did not promote any
26 generic opioid product or employ sales representatives to do so and did not otherwise market
27 generic opioid products other than announcing their availability and pricing. The Teva Defendants
28

1 further state that Teva-Acquired Actavis entities did not promote, market, or sell any branded opioid
2 product. The Teva Defendants further state that sales representatives who promoted Actiq and
3 Fentora were permitted to use those promotional materials that were approved by Teva in the
4 manner described in the Teva Defendants' Response to Interrogatory No. 36 and that the Teva
5 Defendants did not track which promotional materials were provided to specific prescribers or the
6 dates on which they were provided. The Teva Defendants further refer Plaintiff to the Response to
7 Interrogatory No. 36, which contains documents related to approved promotional materials.
8

9 **INTERROGATORY NO. 38:**

10 IDENTIFY all PROMOTIONAL PIECES OR SALES AIDS that were provided or shown
11 by SALES REPRESENTATIVES to each California PRESCRIBER CONCERNING YOUR
12 OPIOIDS, including the date(s) and quantities they were provided or dates they were shown.
13 Include in YOUR response the pages of the core or master visual aid shown by the SALES
14 REPRESENTATIVES using their company-issued iPads.
15

16 **RESPONSE TO INTERROGATORY NO. 38:**

17 The Teva Defendants reassert and incorporate each of the foregoing General Objections
18 set forth above into this response. The Teva Defendants further object to this Request to the
19 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
20 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
21 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
22 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
23 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
24 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
25 purports to encompass, without limitation "all" such "PROMOTIONAL PIECES OR SALES
26 AIDS that were provided or shown by SALES REPRESENTATIVES." The Teva Defendants
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1 object to this Interrogatory on the grounds that “provided,” “pages,” and “core or master visual
2 aid” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to this
3 Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this
4 Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the
5 discovery of admissible evidence to the extent it calls for information related to the promotion of
6 generic opioid products. The Teva Defendants did not promote generic opioid products, and
7 marketed only pricing and availability of generic opioids.
8

9 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
10 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
11 discovery because Plaintiff has exceeded the permitted number of specially prepared
12 interrogatories without providing a valid reason for propounding additional interrogatories.
13 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
14 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
15 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
16 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
17 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
18 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
19 as such, the Teva Defendants decline to respond.
20

21 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 38:**

22 The Teva Defendants supplement their responses to this special interrogatory as directed
23 by the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not
24 waive any objections set out above in the original response to this interrogatory and the Teva
25 Defendants incorporate their original response into this supplemental response. The Teva
26 Defendants state that they did not promote any generic opioid product or employ sales
27 representatives to do so and did not otherwise market generic opioid products other than
28 announcing their availability and pricing. The Teva Defendants further state that Teva-Acquired

1 Actavis entities did not promote, market, or sell any branded opioid product. The Teva
2 Defendants further state that sales representatives who promoted Actiq and Fentora were
3 permitted to use those promotional materials that were approved by Teva in the manner described
4 in the Teva Defendants' Response to Interrogatory No. 36 and that the Teva Defendants did not
5 track which promotional materials were shown to specific prescribers or the dates on which they
6 were provided. The Teva Defendants further refer Plaintiff to the Response to Interrogatory No.
7 36, which contains documents related to approved promotional materials.

8 **INTERROGATORY NO. 39:**

9 IDENTIFY all DOCUMENTS that reflect final vouchers and co-pay, discount and
10 payment assistance cards for YOUR OPIOIDS that were approved by YOU for use by SALES
11 REPRESENTATIVES in California, along with the time periods each was approved for use.

12 **RESPONSE TO INTERROGATORY NO. 39:**

13 The Teva Defendants reassert and incorporate each of the foregoing General Objections
14 set forth above into this response. The Teva Defendants further object to this Request to the
15 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
16 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
17 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
18 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
19 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
20 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
21 purports to encompass, without limitation "all" such "DOCUMENTS that reflect final vouchers
22 and co-pay, discount and payment assistance cards." The Teva Defendants object to this
23 Interrogatory on the grounds that "vouchers," "co-pay," "discount and payment assistance cards,"
24 and "approved" are undefined, vague, ambiguous and overbroad. The Teva Defendants object to
25 this Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this
26 Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the
27 discovery of admissible evidence to the extent it calls for information related to the promotion of
28 generic opioid products. The Teva Defendants did not promote generic opioid products, and

1 marketed only pricing and availability of generic opioids.

2 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
3 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
4 discovery because Plaintiff has exceeded the permitted number of specially prepared
5 interrogatories without providing a valid reason for propounding additional interrogatories.
6 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
7 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
8 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
9 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
10 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
11 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
12 as such, the Teva Defendants decline to respond.

13 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 39:**

14 The Teva Defendants supplement their responses to this special interrogatory as directed by
15 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
16 any objections set out above in the original response to this interrogatory and the Teva Defendants
17 incorporate their original response into this supplemental response. The Teva Defendants
18 supplement their response as follows: The Teva Defendants state that they did not promote any
19 generic opioid product or employ sales representatives to do so and did not otherwise market
20 generic opioid products other than announcing their availability and pricing. The Teva Defendants
21 further state that Teva-Acquired Actavis entities did not promote, market, or sell any branded opioid
22 product. The Teva Defendants further state that they did not distribute vouchers, or co-pay,
23 discount, or payment assistance cards for any generic opioid product. The Teva Defendants refer
24 Plaintiff to the Response to Interrogatory No. 36, which contains documents related to approved
25 promotional materials.

26 Additionally, the Teva Defendants refer Plaintiff to:

- 27 • Fentora voucher and co-pay distribution data from 2012 to 2016, which may be found
28 at TEVA_MDL_A_00763714;

- 1 • Fentora co-pay redemption data from 2011 to 2017, which may be found at
2 TEVA_MDL_A_00763715; and
- 3 • Fentora voucher and co-pay redemption data from 2009 to 2017, which may be found
4 at TEVA_MDL_A_00763716.

5 **INTERROGATORY NO. 40:**

6 IDENTIFY all vouchers and co-pay, discount and payment assistance cards that were
7 actually provided to each SALES REPRESENTATIVE for dissemination to California
8 PRESCRIBERS and pharmacies, along with the dates and quantities of such DOCUMENTS
9 provided.

10 **RESPONSE TO INTERROGATORY NO. 40:**

11 The Teva Defendants reassert and incorporate each of the foregoing General Objections
12 set forth above into this response. The Teva Defendants further object to this Request to the
13 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
14 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
15 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
16 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
17 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
18 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
19 purports to encompass, without limitation “all” such “vouchers and co-pay, discount and payment
20 assistance cards.” The Teva Defendants further object to this Interrogatory The Teva Defendants
21 object to this Interrogatory on the grounds that “vouchers,” “co-pay,” “discount and payment
22 assistance cards,” “dissemination,” and “provided” are undefined, vague, ambiguous and
23 overbroad. The Teva Defendants object to this Interrogatory as not reasonably limited in time or
24 scope. The Teva Defendants object to this Interrogatory as overly broad, unduly burdensome, and
25 not reasonably calculated to lead to the discovery of admissible evidence to the extent it calls for
26 information related to the promotion of generic opioid products. The Teva Defendants did not
27 promote generic opioid products, and marketed only pricing and availability of generic opioids.

28 Subject to and without waiving the foregoing objections, the Teva Defendants respond as

1 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
2 discovery because Plaintiff has exceeded the permitted number of specially prepared
3 interrogatories without providing a valid reason for propounding additional interrogatories.
4 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
5 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
6 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
7 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
8 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
9 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
10 as such, the Teva Defendants decline to respond.

11 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 40:**

12 The Teva Defendants supplement their responses to this special interrogatory as directed by
13 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
14 any objections set out above in the original response to this interrogatory and the Teva Defendants
15 incorporate their original response into this supplemental response. The Teva Defendants
16 supplement their response as follows: The Teva Defendants state that they did not promote any
17 generic opioid product or employ sales representatives to do so and did not otherwise market
18 generic opioid products other than announcing their availability and pricing. The Teva Defendants
19 further state that Teva-Acquired Actavis entities did not promote, market, or sell any branded opioid
20 product. The Teva Defendants further state that they did not distribute vouchers, or co-pay,
21 discount, or payment assistance cards for any generic opioid product. The Teva Defendants refer
22 Plaintiff to documents previously produced in this litigation that contain information responsive to
23 this Interrogatory. These documents are not centrally located in the Teva Defendants’ files or
24 document productions and the burden is the same for both parties to identify them in the Teva
25 Defendants’ document productions. The Teva Defendants further refer Plaintiff to the Responses
26 to Interrogatory Nos. 36 and 39, which contain documents related to promotional materials.

27 **INTERROGATORY NO. 41:**

28 IDENTIFY all vouchers and co-pay, discount and payment assistance cards for YOUR

1 OPIOIDS that were provided by SALES REPRESENTATIVES to each California
2 PRESCRIBER or pharmacy, including the date(s) and quantities they were provided.

3 **RESPONSE TO INTERROGATORY NO. 41:**

4 The Teva Defendants reassert and incorporate each of the foregoing General Objections
5 set forth above into this response. The Teva Defendants further object to this Request to the
6 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
7 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
8 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
9 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
10 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
11 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
12 purports to encompass, without limitation “all” such “vouchers and co-pay, discount and payment
13 assistance cards.” The Teva Defendants object to this Interrogatory on the grounds that
14 “vouchers,” “co-pay,” “discount and payment assistance cards,” and “provided” are undefined,
15 vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as not
16 reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as overly
17 broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible
18 evidence to the extent it calls for information related to the promotion of generic opioid products.
19 The Teva Defendants did not promote generic opioid products, and marketed only pricing and
20 availability of generic opioids.

21 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
22 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
23 discovery because Plaintiff has exceeded the permitted number of specially prepared
24 interrogatories without providing a valid reason for propounding additional interrogatories.
25 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
26 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
27 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
28 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute

1 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
2 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
3 as such, the Teva Defendants decline to respond.

4 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 41:**

5 The Teva Defendants supplement their responses to this special interrogatory as directed by
6 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
7 any objections set out above in the original response to this interrogatory and the Teva Defendants
8 incorporate their original response into this supplemental response. The Teva Defendants
9 supplement their response as follows: The Teva Defendants state that they did not promote any
10 generic opioid product or employ sales representatives to do so and did not otherwise market
11 generic opioid products other than announcing their availability and pricing. The Teva Defendants
12 further state that Teva-Acquired Actavis entities did not promote, market, or sell any branded opioid
13 product. The Teva Defendants further state that they did not distribute vouchers, or co-pay,
14 discount, or payment assistance cards for any generic opioid product. The Teva Defendants state
15 that they did not track distribution of the materials described in this Interrogatory to individual
16 prescribers. The Teva Defendants further refer Plaintiff to the Responses to Interrogatory Nos. 36
17 and 39, which contain documents related to promotional materials.

18 **INTERROGATORY NO. 42:**

19 IDENTIFY all vouchers and co-pay, discount and payment assistance cards for YOUR
20 OPIOIDS that were redeemed for prescriptions for California patients.

21 **RESPONSE TO INTERROGATORY NO. 42:**

22 The Teva Defendants reassert and incorporate each of the foregoing General Objections
23 set forth above into this response. The Teva Defendants further object to this Request to the
24 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
25 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
26 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
27 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
28 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva

1 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
2 purports to encompass, without limitation “all” such “vouchers and co-pay, discount and payment
3 assistance cards.” The Teva Defendants object to this Interrogatory on the grounds that
4 “vouchers,” “co-pay,” “discount and payment assistance cards,” and “redeemed” are undefined,
5 vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as not
6 reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as overly
7 broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible
8 evidence to the extent it calls for information related to the promotion of generic opioid products.
9 The Teva Defendants did not promote generic opioid products, and marketed only pricing and
10 availability of generic opioids.

11 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
12 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
13 discovery because Plaintiff has exceeded the permitted number of specially prepared
14 interrogatories without providing a valid reason for propounding additional interrogatories.
15 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
16 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
17 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
18 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
19 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
20 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
21 as such, the Teva Defendants decline to respond.

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 42:**

23 The Teva Defendants supplement their responses to this special interrogatory as directed by
24 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
25 any objections set out above in the original response to this interrogatory and the Teva Defendants
26 incorporate their original response into this supplemental response. The Teva Defendants
27 supplement their response as follows: The Teva Defendants refer Plaintiff to the Responses to
28 Interrogatory Nos. 36 and 39, which contain documents related to promotional materials.

1 **INTERROGATORY NO. 43:**

2 IDENTIFY all DOCUMENTS that reflect final reprints, WLF articles, journal articles or
3 the like CONCERNING YOUR OPIOIDS that were authorized to be disseminated to California
4 PRESCRIBERS, along with the time periods each was approved for use.

5 **RESPONSE TO INTERROGATORY NO. 43:**

6 The Teva Defendants reassert and incorporate each of the foregoing General Objections
7 set forth above into this response. The Teva Defendants further object to this Request to the
8 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
9 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
10 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
11 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
12 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
13 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
14 purports to encompass, without limitation “all” such “DOCUMENTS that reflect final reprints,
15 WLF articles, journal articles or the like.” The Teva Defendants object to this Interrogatory on the
16 grounds that “final reprints,” “WLF articles,” “journal articles,” “the like,” “authorized,”
17 “disseminated,” and “approved” are undefined, vague, ambiguous and overbroad. The Teva
18 Defendants object to this Interrogatory as not reasonably limited in time or scope. The Teva
19 Defendants object to this Interrogatory as overly broad, unduly burdensome, and not reasonably
20 calculated to lead to the discovery of admissible evidence to the extent it calls for information
21 related to the promotion of generic opioid products. The Teva Defendants did not promote
22 generic opioid products, and marketed only pricing and availability of generic opioids.

23 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
24 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
25 discovery because Plaintiff has exceeded the permitted number of specially prepared
26 interrogatories without providing a valid reason for propounding additional interrogatories.
27 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
28 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that

1 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
2 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
3 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
4 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
5 as such, the Teva Defendants decline to respond.

6 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 43:**

7 The Teva Defendants supplement their responses to this special interrogatory as directed by
8 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
9 any objections set out above in the original response to this interrogatory and the Teva Defendants
10 incorporate their original response into this supplemental response. The Teva Defendants
11 supplement their response as follows: The Teva Defendants refer Plaintiff to the Response to
12 Interrogatory No. 36, which contains documents related to promotional materials. Additionally, the
13 Teva Defendants refer Plaintiffs to the following publications used by the Sales Force until 2008:

- 14 • A list of WLF Materials available for use by the Sales Force until 2008, which may be
15 found at TEVA_MDL_A_02968522;
- 16 • Documents including WLF Materials available for use by the sales force, which may
17 be found at:
 - 18 • TEVA_MDL_A_04559413;
 - 19 • TEVA_MDL_A_00514732;
 - 20 • TEVA_MDL_A_00038373; and
 - 21 • TEVA_MDL_A_05316385.

22 The Teva Defendants further state that they did not promote generic opioid products, did
23 not otherwise market generic opioids other than announcing their availability and pricing, and did
24 not distribute the documents described in this Interrogatory in connection with any generic opioid
25 product. The Teva Defendants further state that the Teva-Acquired Actavis Entities did not
26 promote, market, or sell any branded opioid product and did not distribute the documents
27 described in this Interrogatory in connection with any opioid product.

1 **INTERROGATORY NO. 44:**

2 For each final reprint, WLF article, journal article or the like YOU IDENTIFY in your
3 response to the interrogatory above, IDENTIFY the PERSON from whom you purchased copies
4 of those DOCUMENTS, the amounts paid and the dates and quantities YOU purchased of each.

5 **RESPONSE TO INTERROGATORY NO. 44:**

6 The Teva Defendants reassert and incorporate each of the foregoing General Objections
7 set forth above into this response. The Teva Defendants further object to this Request to the
8 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
9 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
10 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
11 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
12 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
13 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
14 purports to encompass, without limitation “all” such “final reprints, WLF articles, journal articles
15 or the like.” The Teva Defendants further object to this Interrogatory on the grounds that it is
16 overbroad, unduly burdensome, and not proportional to the needs of the case because the
17 information it seeks is irrelevant to Plaintiffs claims, which relate to alleged and unidentified false
18 statements made by the Teva Defendants to physicians. The Teva Defendants object to this
19 Interrogatory on the grounds that “final reprints,” “WLF articles,” “journal articles,” and “the
20 like” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to this
21 Interrogatory as overly broad, unduly burdensome, and not proportional to the needs of this case
22 because it is not limited in geographic scope when the allegations in this case are limited to
23 California. The Teva Defendants object to this Interrogatory as overly broad, unduly burdensome,
24 and not reasonably calculated to lead to the discovery of admissible evidence to the extent it calls
25 for information related to the promotion of generic opioid products. The Teva Defendants did not
26 promote generic opioid products, and marketed only pricing and availability of generic opioids.

27 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
28 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted

1 discovery because Plaintiff has exceeded the permitted number of specially prepared
2 interrogatories without providing a valid reason for propounding additional interrogatories.
3 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
4 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
5 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
6 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
7 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
8 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
9 as such, the Teva Defendants decline to respond.

10 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 44:**

11 The Teva Defendants supplement their responses to this special interrogatory as directed by
12 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
13 any objections set out above in the original response to this interrogatory and the Teva Defendants
14 incorporate their original response into this supplemental response. The Teva Defendants
15 supplement their response as follows: The Teva Defendants refer Plaintiff to the following
16 documents that contain information responsive to this Interrogatory:

- 17 • TEVA_MDL_A_00371710;
- 18 • TEVA_MDL_A_00455084;
- 19 • TEVA_MDL_A_00455085;
- 20 • TEVA_MDL_A_00565051;
- 21 • TEVA_MDL_A_00696811;
- 22 • TEVA_MDL_A_00696812;
- 23 • TEVA_MDL_A_00708821;
- 24 • TEVA_MDL_A_00763730 –TEVA_MDL_A_00763733;
- 25 • TEVA_MDL_A_00763735–TEVA_MDL_A_00763739;
- 26 • TEVA_MDL_A_00763882–TEVA_MDL_A_00763883;
- 27 • TEVA_MDL_A_00764020;
- 28 • TEVA_MDL_A_00764024;

- 1 • TEVA_MDL_A_00764029;
- 2 • TEVA_MDL_A_00763974;
- 3 • TEVA_MDL_A_00764020;
- 4 • TEVA_MDL_A_00764021;
- 5 • TEVA_MDL_A_00764023;
- 6 • TEVA_MDL_A_00764024;
- 7 • TEVA_MDL_A_00764028;
- 8 • TEVA_MDL_A_00764029;
- 9 • TEVA_MDL_A_00881002;
- 10 • TEVA_MDL_A_01184564;
- 11 • TEVA_MDL_A_02401119;
- 12 • TEVA_MDL_A_02419958;
- 13 • TEVA_MDL_A_03243914;
- 14 • TEVA_MDL_A_03244006;
- 15 • TEVA_MDL_A_03413816;
- 16 • TEVA_MDL_A_04209756–TEVA_MDL_A_04209795;
- 17 • TEVA_MDL_A_04313917;
- 18 • TEVA_MDL_A_06666094;
- 19 • TEVA_MDL_A_07253669;
- 20 • TEVA_MDL_A_13610631; and
- 21 • TEVA_MDL_A_13610632.

22 **INTERROGATORY NO. 45:**

23 For each final reprint, WLF article, journal article or the like YOU IDENTIFY in your
24 response to the interrogatory above and for which you purchased copies for dissemination,
25 describe the manner in which those DOCUMENTS were disseminated to PRESCRIBERS – i.e.,
26 through SALES REPRESENTATIVES, speakers or thought leaders, third parties including pain
27 foundations and front groups, continuing medical education programs, conventions, mass
28 mailings, response to Medical Information Requests, assistance to PRESCRIBERS with requests

1 for reimbursement, or otherwise.

2 **RESPONSE TO INTERROGATORY NO. 45:**

3 The Teva Defendants reassert and incorporate each of the foregoing General Objections
4 set forth above into this response. The Teva Defendants further object to this Request to the
5 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
6 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
7 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
8 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
9 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
10 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
11 purports to encompass, without limitation “each” such “final reprint, WLF article, journal article
12 or the like.” The Teva Defendants object to this Interrogatory on the grounds that “final reprints,”
13 “WLF articles,” “journal articles,” “the like,” “speakers,” “thought leaders,” “third parties,” “pain
14 foundations,” “front groups,” “disseminated,” “continuing medical education programs,”
15 “conventions,” “mass mailings,” “Medical Information Requests,” “assistance” and “requests for
16 reimbursement” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to
17 this Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this
18 Interrogatory as overly broad, unduly burdensome, and not proportional to the needs of this case
19 because it is not limited in geographic scope when the allegations in this case are limited to
20 California. The Teva Defendants object to this Interrogatory as overly broad, unduly burdensome,
21 and not reasonably calculated to lead to the discovery of admissible evidence to the extent it calls
22 for information related to the promotion of generic opioid products. The Teva Defendants did not
23 promote generic opioid products, and marketed only pricing and availability of generic opioids.

24 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
25 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
26 discovery because Plaintiff has exceeded the permitted number of specially prepared
27 interrogatories without providing a valid reason for propounding additional interrogatories.
28 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery

1 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
2 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
3 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
4 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
5 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
6 as such, the Teva Defendants decline to respond.

7 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 45:**

8 The Teva Defendants supplement their responses to this special interrogatory as directed by
9 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
10 any objections set out above in the original response to this interrogatory and the Teva Defendants
11 incorporate their original response into this supplemental response. The Teva Defendants
12 supplement their response as follows: The Teva Defendants refer Plaintiff to the Responses to
13 Interrogatory Nos. 35 and 36, which contain documents related to promotional materials. The Teva
14 Defendants further state that they did not track the manner in which the documents described in
15 this Interrogatory, to the extent they were distributed by the Teva Defendants, were distributed to
16 individuals physicians or other persons and did not track which physicians or other persons received
17 them. The Teva Defendants’ document productions may contain additional documents responsive
18 to this Request. These documents are not centrally located in the Teva Defendants’ records or in
19 their document productions, and the burden is equal for Plaintiffs and the Teva Defendants to locate
20 them in the Teva Defendants’ productions.

21 **INTERROGATORY NO. 46:**

22 Identify all California PRESCRIBERS who were provided a copy of a reprint, WLF
23 article, journal article or the like CONCERNING YOUR OPIOIDS, and the particular
24 DOCUMENT(S) provided and the dates they were provided.

25 **RESPONSE TO INTERROGATORY NO. 46:**

26 The Teva Defendants reassert and incorporate each of the foregoing General Objections
27 set forth above into this response. The Teva Defendants further object to this Request to the
28 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent

1 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
2 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
3 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
4 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
5 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
6 purports to encompass, without limitation “all” such “California PRESCRIBERS who were
7 provided a copy of a reprint, WLF article, journal article or the like.” The Teva Defendants object
8 to this Interrogatory on the grounds that “reprint,” “WLF article,” “journal article,” and “the like”
9 are undefined, vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory
10 as not reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as
11 overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of
12 admissible evidence to the extent it calls for information related to the promotion of generic
13 opioid products. The Teva Defendants did not promote generic opioid products, and marketed
14 only pricing and availability of generic opioids.

15 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
16 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
17 discovery because Plaintiff has exceeded the permitted number of specially prepared
18 interrogatories without providing a valid reason for propounding additional interrogatories.
19 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
20 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
21 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
22 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
23 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
24 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
25 as such, the Teva Defendants decline to respond.

26 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 46:**

27 The Teva Defendants supplement their responses to this special interrogatory as directed by
28 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive

1 any objections set out above in the original response to this interrogatory and the Teva Defendants
2 incorporate their original response into this supplemental response. The Teva Defendants
3 supplement their response as follows: The Teva Defendants state that they did not track the identity
4 of individuals who received, read, or viewed the documents referred to in this Interrogatory.
5

6 **INTERROGATORY NO. 47:**

7 IDENTIFY all PERSONS retained by YOU or any party acting on YOUR behalf as
8 speakers, KEY OPINION LEADERS, thought leaders, doctor advocates or the like who spoke to
9 California PRESCRIBERS CONCERNING Actiq, Fentora or the use of OPIOIDS for the
10 treatment of pain, including the period they were retained, the date, subject matter and attendees
11 of their California speaking events, and the amounts paid to them for each speaking event.

12 **RESPONSE TO INTERROGATORY NO. 47:**

13 The Teva Defendants reassert and incorporate each of the foregoing General Objections
14 set forth above into this response. The Teva Defendants further object to this Request to the
15 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
16 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
17 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
18 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
19 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
20 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
21 purports to encompass, without limitation “all” such “PERSONS retained by [the Teva
22 Defendants] or any party acting on [the Teva Defendants’] behalf as speakers, KEY OPINION
23 LEADERS, thought leaders, doctor advocates or the like.” The Teva Defendants object to this
24 Interrogatory on the grounds that “speakers,” “thought leaders,” “doctor advocates,” and “the
25 like” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to this
26 Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this
27 Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the
28 discovery of admissible evidence to the extent it calls for information related to the promotion of

1 generic opioid products. The Teva Defendants did not promote generic opioid products, and
2 marketed only pricing and availability of generic opioids.

3 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
4 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
5 discovery because Plaintiff has exceeded the permitted number of specially prepared
6 interrogatories without providing a valid reason for propounding additional interrogatories.
7 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
8 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
9 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
10 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
11 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
12 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
13 as such, the Teva Defendants decline to respond.

14 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 47:**

15 The Teva Defendants supplement their responses to this special interrogatory as directed by
16 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
17 any objections set out above in the original response to this interrogatory and the Teva Defendants
18 incorporate their original response into this supplemental response. The Teva Defendants
19 supplement their response as follows: The Teva Defendants refer Plaintiff to data related to Actiq
20 and Fentora speaker programs during 2002-2015, which may be found at
21 TEVA_MDL_A_00696811, TEVA_MDL_A_00696812, TEVA_MDL_A_13610631, and
22 TEVA_MDL_A_13610632.

23 **INTERROGATORY NO. 48:**

24 Identify all training YOU or any party acting on your behalf provided to PERSONS
25 IDENTIFIED by YOU in the above interrogatory, including the training date, subject matter,
26 IDENTITY of the PERSONS who gave the training, and the DOCUMENTS presented or
27 provided to those PERSONS for or during the training.

1 **RESPONSE TO INTERROGATORY NO. 48:**

2 The Teva Defendants reassert and incorporate each of the foregoing General Objections
3 set forth above into this response. The Teva Defendants further object to this Request to the
4 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
5 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
6 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
7 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
8 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
9 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
10 purports to encompass, without limitation “all” such “training [the Teva Defendants] or any party
11 acting on [the Teva Defendants] behalf provided to PERSONS IDENTIFIED by [the Teva
12 Defendants] in the above interrogatory.” The Teva Defendants object to this Interrogatory on the
13 grounds that “training,” “provided,” and “presented” are undefined, vague, ambiguous and
14 overbroad. The Teva Defendants object to this Interrogatory as not reasonably limited in time or
15 scope. The Teva Defendants object to this Interrogatory as overly broad, unduly burdensome, and
16 not reasonably calculated to lead to the discovery of admissible evidence to the extent it calls for
17 information related to the promotion of generic opioid products. The Teva Defendants did not
18 promote generic opioid products, and marketed only pricing and availability of generic opioids.

19 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
20 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
21 discovery because Plaintiff has exceeded the permitted number of specially prepared
22 interrogatories without providing a valid reason for propounding additional interrogatories.
23 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
24 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
25 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
26 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
27 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
28 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,

1 as such, the Teva Defendants decline to respond.

2 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 48:**

3 The Teva Defendants supplement their responses to this special interrogatory as directed by
4 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
5 any objections set out above in the original response to this interrogatory and the Teva Defendants
6 incorporate their original response into this supplemental response. The Teva Defendants
7 supplement their response as follows: The Teva Defendants refer Plaintiff to the following
8 documents that contain information related to Speaker Programs:

- 9 • TEVA_MDL_A_00681509;
- 10 • TEVA_MDL_A_00454747;
- 11 • TEVA_MDL_A_00728079;
- 12 • TEVA_MDL_A_06560910;
- 13 • TEVA_MDL_A_03206965;
- 14 • TEVA_MDL_A_06560913;
- 15 • TEVA_MDL_A_00677115;
- 16 • TEVA_MDL_A_00681509;
- 17 • TEVA_MDL_A_00666538;
- 18 • TEVA_MDL_A_00679713; and
- 19 • TEVA_MDL_A_07079928.

20 **INTERROGATORY NO. 49:**

21 Identify all speaker programs or other like events (including MEPs and CSPs) that were
22 conducted in California CONCERNING YOUR OPIOIDS or the use of OPIOIDS for the
23 treatment of pain, including the name of the program, the date of the event, the SALES
24 REPRESENTATIVE responsible for setting up the event, the subject of the event, the speaker(s)
25 who presented at the event, the doctors or other healthcare providers and YOUR EMPLOYEES
26 or consultants who attended the event, and the DOCUMENTS presented or provided at the event.

27 **RESPONSE TO INTERROGATORY NO. 49:**

28 The Teva Defendants reassert and incorporate each of the foregoing General Objections

1 set forth above into this response. The Teva Defendants further object to this Request to the
2 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
3 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
4 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
5 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
6 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
7 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
8 purports to encompass, without limitation “all” such “speaker programs or other like events
9 (including MEPs and CSPs) that were conducted in California CONCERNING [the Teva
10 Defendants’] OPIOIDS.” The Teva Defendants further object to this Interrogatory as overbroad
11 and unduly burdensome to the extent it seeks information regarding internal organization of
12 events included in this Interrogatory, as Plaintiff’s claims pertain only to unidentified messages
13 and communications communicated to prescribers in California. The Teva Defendants object to
14 this Interrogatory on the grounds that “speaker programs,” “other like events,” “MEPs,” “CSPs,”
15 “setting up,” “other healthcare providers,” “consultants,” and “presented” are undefined, vague,
16 ambiguous and overbroad. The Teva Defendants understand this Interrogatory to seek
17 information regarding sponsored speaker programs. The Teva Defendants object to this
18 Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this
19 Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the
20 discovery of admissible evidence to the extent it calls for information related to the promotion of
21 generic opioid products. The Teva Defendants did not promote generic opioid products, and
22 marketed only pricing and availability of generic opioids.

23 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
24 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
25 discovery because Plaintiff has exceeded the permitted number of specially prepared
26 interrogatories without providing a valid reason for propounding additional interrogatories.
27 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
28 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that

1 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
2 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
3 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
4 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
5 as such, the Teva Defendants decline to respond.

6 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 49:**

7 The Teva Defendants supplement their responses to this special interrogatory as directed by
8 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
9 any objections set out above in the original response to this interrogatory and the Teva Defendants
10 incorporate their original response into this supplemental response. The Teva Defendants
11 supplement their response as follows: The Teva Defendants state that the Teva-Acquired Actavis
12 Entities did not conduct events like those described in the Interrogatory regarding any opioid
13 product. The Teva Defendants further state that all healthcare providers who spoke at Teva speaker
14 programs for Teva were required to complete training to ensure that they did not promote Actiq
15 and Fentora for off-label use and they were permitted to use only materials that had been created
16 and approved by Teva in the same manner as the marketing and promotional materials described
17 in the Teva Defendants’ Response to Interrogatory No. 36. After a reasonable search, the Teva
18 Defendants have not located a record that indicates which approved materials were used at each
19 event responsive to this Interrogatory. The Teva Defendants refer Plaintiff to the following
20 documents that contain information responsive to this Interrogatory:

- 21 • Information regarding Actiq and Fentora speaker programs, including speaker, date,
22 location, attendees, topics, and related spending, which may be found at
23 TEVA_MDL_A_00696811, TEVA_MDL_A_00696812, TEVA_MDL_A_13610631,
24 and TEVA_MDL_A_13610632.
- 25 • Yearly trade show schedules, which may be found at:
 - 26 • TEVA_MDL_A_09056224;
 - 27 • TEVA_MDL_A_09632267;
 - 28 • TEVA_MDL_A_09056222;

- 1 • TEVA_MDL_A_09056221;
- 2 • TEVA_MDL_A_09056218; and
- 3 • TEVA_MDL_A_09636907.

4 The Teva Defendants’ document productions may contain additional information
5 responsive to this Interrogatory. Those documents are not centrally located in the Teva
6 Defendants’ files or document productions and the burden is the same for both parties to locate
7 that information in the Teva Defendants’ document productions.

8 **INTERROGATORY NO. 50:**

9 For each speaker program or event identified in YOUR response to the above
10 interrogatory, identify all amounts paid CONCERNING the program or event, including the
11 amounts paid to the speakers.

12 **RESPONSE TO INTERROGATORY NO. 50:**

13 The Teva Defendants reassert and incorporate each of the foregoing General Objections
14 set forth above into this response. The Teva Defendants further object to this Request to the
15 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
16 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
17 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
18 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
19 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
20 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
21 purports to encompass, without limitation “each” such “speaker program or event identified in
22 [The Teva Defendants’] response to the above interrogatory.” The Teva Defendants object to this
23 Interrogatory on the grounds that “speaker program,” “event,” and “amounts” are undefined,
24 vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as not
25 reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as overly
26 broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible
27 evidence to the extent it calls for information related to the promotion of generic opioid products.
28 The Teva Defendants did not promote generic opioid products, and marketed only pricing and

1 availability of generic opioids.

2 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
3 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
4 discovery because Plaintiff has exceeded the permitted number of specially prepared
5 interrogatories without providing a valid reason for propounding additional interrogatories.
6 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
7 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
8 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
9 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
10 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
11 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
12 as such, the Teva Defendants decline to respond.

13 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 50:**

14 The Teva Defendants supplement their responses to this special interrogatory as directed
15 by the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not
16 waive any objections set out above in the original response to this interrogatory and the Teva
17 Defendants incorporate their original response into this supplemental response. The Teva
18 Defendants supplement their response as follows: The Teva Defendants refer Plaintiff to their
19 Response to Interrogatory No. 49. The Teva Defendants further state that the Physician Payments
20 Sunshine Act (PPSA) – also known as Section 6002 of the Affordable Care Act (ACA) of 2010 –
21 can be found at openpaymentsdata.cms.gov. The Teva Defendants further refer Plaintiff to
22 documents previously produced by the Teva Defendants in this litigation, including:

- 23 • A compilation of available data regarding payments relating to Actiq and Fentora
24 in excess of \$1,000 by Teva to healthcare professionals on a nationwide basis from
25 2009 to 2017, which can be found at TEVA_MDL_A_00764244.
- 26 • Documents reflecting accounts payable that reflect Cephalon’s payments to certain
27 third party organizations and healthcare providers for 2005-2011, which can be
28 found at Teva_MDL_A_04313917;

- An extract from Teva’s system for payments to certain third party vendors for 2003-2018, which may include payments related to speaker programs and can be found at Teva_MDL_A_02401119; and
- Data related to payments made by the Teva Defendants to health care providers for 2002-2009, which can be found at TEVA_MDL_A_00763974 and TEVA_MDL_03413816.

INTERROGATORY NO. 51:

Identify all CME events that were conducted in California that were sponsored, paid or funded by YOU (including through third parties such as pain societies or front groups) CONCERNING OPIOIDS, including the name of the program, the date of the event, the subject of the event, the speaker(s) who presented at the event, the doctors or other healthcare providers and YOUR EMPLOYEES or consultants who attended the event, and the DOCUMENTS presented or provided at the event.

RESPONSE TO INTERROGATORY NO. 51:

The Teva Defendants reassert and incorporate each of the foregoing General Objections set forth above into this response. The Teva Defendants further object to this Request to the extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent with the California Code of Civil Procedure. The Teva Defendants further object on the grounds that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants further object to the Interrogatory as not reasonably limited as to time or scope. The Teva Defendants further object to this Interrogatory as overbroad and unduly burdensome because it purports to encompass, without limitation “all” such “CME events that were conducted in California that were sponsored, paid or funded by [The Teva Defendants].” The Teva Defendants object to this Interrogatory on the grounds that “conducted,” “sponsored,” “paid,” “funded,” “third parties,” “pain societies,” “front groups,” “program,” “speaker,” “event,” “healthcare providers,” “consultants,” “presented,” and “provided” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as not reasonably limited in time or

1 scope.

2 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
3 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
4 discovery because Plaintiff has exceeded the permitted number of specially prepared
5 interrogatories without providing a valid reason for propounding additional interrogatories.
6 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
7 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
8 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
9 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
10 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
11 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
12 as such, the Teva Defendants decline to respond.

13 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 51:**

14 The Teva Defendants supplement their responses to this special interrogatory as directed
15 by the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not
16 waive any objections set out above in the original response to this interrogatory and the Teva
17 Defendants incorporate their original response into this supplemental response. The Teva
18 Defendants supplement their response as follows: The Teva Defendants state that at various
19 times outside organizations submitted grant requests to Teva for independent medical
20 programming. Grant requests generally included a topic area, title, description of the proposed
21 program or proposed agenda, and a needs assessment the demonstrated a gap in knowledge
22 related to the specific topic supported by literature, research, and physician surveys. Grant
23 requests were reviewed by Teva’s Grants Review Committee which analyzed various factors
24 including whether the budget was affordable, how well thought-out the program curriculum or
25 methodology was, and the program audience.
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1 When the Grants Review Committee approved a grant request, the requesting organization
2 would enter into a grant contract with Teva that preserved the requesting organizations' control
3 over content. Under the grant contracts, Teva had no control over the content of educational
4 activities, and the contracts specified that the requesting organization would retain full
5 responsibility for control of the content of the program. The contracts also emphasized the non-
6 promotional nature of the scientific, educational programming. Additionally, the Teva
7 Defendants maintained policies related to grant requests that stated, among other things, that any
8 activity by a requesting organization must be developed and conducted independently of the Teva
9 Defendants, and that grants could not be linked directly or indirectly to a product endorsement.

10
11 Answering further, the Teva Defendants refer plaintiff to the following documents related
12 to grants:

- 13 • Accounts payable system documents reflecting Cephalon's payments to certain third party
14 organizations for 2006-2011 may be found at Teva_MDL_A_04313917;
- 15 • Information regarding CMEs which may be found at TEVA_MDL_A_05816085 and
16 TEVA_MDL_A_00565051
- 17 • Documents related to Continuing Medical Education grant requests, which can be found at
18 TEVA_MDL_A_00564864 – TEVA_MDL_A_00571966; and
- 19 • An extract from Teva's Oracle system for payments to certain third party vendors for
20 2006-2018 may be found at Teva_MDL_A_02401119,
- 21

22 The Teva Defendants' document productions contain additional documents that contain
23 information responsive to this Interrogatory. These documents are not centrally located in the Teva
24 Defendants' files or document productions, and the burden is the same on the parties to locate them
25 in the Teva Defendants' document productions.
26
27
28

1 **INTERROGATORY NO. 52:**

2 For each CME event identified in YOUR response to the interrogatory above, identify any
3 grant or other funding provided by YOU CONCERNING the program including the grant or
4 funding date, amount and recipient.

5 **RESPONSE TO INTERROGATORY NO. 52:**

6 The Teva Defendants reassert and incorporate each of the foregoing General Objections
7 set forth above into this response. The Teva Defendants further object to this Request to the
8 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
9 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
10 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
11 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
12 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
13 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
14 purports to encompass, without limitation “each” such “CME event identified in [the Teva
15 Defendants’] response to the interrogatory above.” The Teva Defendants object to this
16 Interrogatory on the grounds that “grant,” “funding,” and “program” are undefined, vague,
17 ambiguous and overbroad. The Teva Defendants object to this Interrogatory as not reasonably
18 limited in time or scope.

19 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
20 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
21 discovery because Plaintiff has exceeded the permitted number of specially prepared
22 interrogatories without providing a valid reason for propounding additional interrogatories.
23 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
24 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
25 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
26 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
27 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
28 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,

1 as such, the Teva Defendants decline to respond.

2 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 52:**

3 The Teva Defendants supplement their responses to this special interrogatory as directed by
4 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
5 any objections set out above in the original response to this interrogatory and the Teva Defendants
6 incorporate their original response into this supplemental response. The Teva Defendants
7 supplement their response as follows: The Teva Defendants refer Plaintiff to their Response to
8 Interrogatory No. 51.

9 **INTERROGATORY NO. 53:**

10 For each PERSON identified as a CME speaker in YOUR response to the interrogatory
11 above, identify all training and DOCUMENTS YOU provided to them in order to assist them in
12 preparing for their presentations.

13 **RESPONSE TO INTERROGATORY NO. 53:**

14 The Teva Defendants reassert and incorporate each of the foregoing General Objections
15 set forth above into this response. The Teva Defendants further object to this Request to the
16 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
17 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
18 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
19 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
20 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
21 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
22 purports to encompass, without limitation “each” such “PERSON identified as a CME speaker in
23 [the Teva Defendants’] response to the interrogatory above.” The Teva Defendants object to this
24 Interrogatory on the grounds that “speaker,” “training,” “provided,” “assist,” “preparing,” and
25 “presentations” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to
26 this Interrogatory as not reasonably limited in time or scope.

27 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
28 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted

1 discovery because Plaintiff has exceeded the permitted number of specially prepared
2 interrogatories without providing a valid reason for propounding additional interrogatories.
3 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
4 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
5 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
6 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
7 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
8 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
9 as such, the Teva Defendants decline to respond.

10 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 53:**

11 The Teva Defendants supplement their responses to this special interrogatory as directed by the
12 Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive any
13 objections set out above in the original response to this interrogatory and the Teva Defendants
14 incorporate their original response into this supplemental response. The Teva Defendants
15 supplement their response as follows: The Teva Defendants state that at various times outside
16 organizations submitted grant requests to Teva for independent medical programming. Grant
17 requests generally included a topic area, title, description of the proposed program or proposed
18 agenda, and a needs assessment the demonstrated a gap in knowledge related to the specific topic
19 supported by literature, research, and physician surveys. Grant requests were reviewed by Teva’s
20 Grants Review Committee which analyzed various factors including whether the budget was
21 affordable, how well thought-out the program curriculum or methodology was, and the program
22 audience.
23

24 When the Grants Review Committee approved a grant request, the requesting organization
25 would enter into a grant contract with Teva that preserved the requesting organizations’ control
26 over content. Under the grant contracts, Teva had no control over the content of educational
27 activities, did not provide training related to the specific educational activities, and the contracts
28

1 specified that the requesting organization would retain full responsibility for control of the
2 content of the program. The contracts also emphasized the non-promotional nature of the
3 scientific, educational programming. Additionally, the Teva Defendants maintained policies
4 related to grant requests that stated, among other things, that any activity by a requesting
5 organization must be developed and conducted independently of the Teva Defendants, and that
6 grants could not be linked directly or indirectly to a product endorsement.
7

8 Answering further, the Teva Defendants further refer Plaintiffs to policies related to
9 speaker programs, which may be found at:

- 10 • Speaker Bureau Management Procedure, TEVA_MDL_A_00953748; and
- 11 • Speaker Program Management, TEVA_MDL_A_00560852.

12 The Teva Defendants further refer Plaintiff to the Responses to Interrogatory Nos. 48, 49,
13 50, and 52 which contains documents related to speaker programs.

14 **INTERROGATORY NO. 54:**

15 Identify all grants made for dissemination of information or materials in California about
16 OPIOIDS or the treatment of pain, including the recipient, date and amount of grant, the subject
17 of the information or materials, and the DOCUMENTS that reflect the materials or information
18 disseminated.

19 **RESPONSE TO INTERROGATORY NO. 54:**

20 The Teva Defendants reassert and incorporate each of the foregoing General Objections
21 set forth above into this response. The Teva Defendants further object to this Request to the
22 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
23 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
24 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
25 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
26 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
27 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
28 purports to encompass, without limitation “all” such “grants made for dissemination of

1 information or materials in California about OPIOIDS or the treatment of pain.” The Teva
2 Defendants object to this Interrogatory on the grounds that “grants,” “dissemination,”
3 “information,” “materials,” and “treatment” are undefined, vague, ambiguous and overbroad. The
4 Teva Defendants object to this Interrogatory as not reasonably limited in time or scope.

5 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
6 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
7 discovery because Plaintiff has exceeded the permitted number of specially prepared
8 interrogatories without providing a valid reason for propounding additional interrogatories.
9 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
10 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
11 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
12 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
13 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
14 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
15 as such, the Teva Defendants decline to respond.

16 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 54:**

17 The Teva Defendants supplement their responses to this special interrogatory as directed by
18 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
19 any objections set out above in the original response to this interrogatory and the Teva Defendants
20 incorporate their original response into this supplemental response. The Teva Defendants
21 supplement their response as follows: The Teva Defendants refer Plaintiff to their Response to
22 Interrogatory No. 51.

23 **INTERROGATORY NO. 55:**

24 Identify all requests to YOU (including to YOUR Medical Affairs Department or the like)
25 from California PRESCRIBERS for information CONCERNING YOUR OPIOIDS (including
26 MIRFs) and YOUR responses to those requests, including the IDENTITY of the PRESCRIBER
27 making the request, the date requested, the information requested, and DOCUMENTS sent in
28 response.

1 **RESPONSE TO INTERROGATORY NO. 55:**

2 The Teva Defendants reassert and incorporate each of the foregoing General Objections
3 set forth above into this response. The Teva Defendants further object to this Request to the
4 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
5 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
6 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
7 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
8 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
9 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
10 purports to encompass, without limitation “all” such “requests to [the Teva Defendants]
11 (including to [the Teva Defendants] Medical Affairs Department or the like) from California
12 PRESCRIBERS for information CONCERNING [the Teva Defendants’] OPIOIDS.” The Teva
13 Defendants object to this Interrogatory on the grounds that “requests,” “information,” “the like,”
14 and “responses” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to
15 this Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this
16 Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the
17 discovery of admissible evidence to the extent it calls for information related to the promotion of
18 generic opioid products. The Teva Defendants did not promote generic opioid products, and
19 marketed only pricing and availability of generic opioids.

20 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
21 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
22 discovery because Plaintiff has exceeded the permitted number of specially prepared
23 interrogatories without providing a valid reason for propounding additional interrogatories.
24 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
25 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
26 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
27 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
28 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable

1 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
2 as such, the Teva Defendants decline to respond.

3 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 55:**

4 The Teva Defendants supplement their responses to this special interrogatory as directed by
5 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
6 any objections set out above in the original response to this interrogatory and the Teva Defendants
7 incorporate their original response into this supplemental response. The Teva Defendants
8 supplement their response as follows: The Teva Defendants refer Plaintiff to the following
9 documents that contain information responsive to this Interrogatory:

- 10 • Policies regarding Medical Information Request Forms (MIRFs), which may be found
11 at:
- 12 • TEVA_MDL_A_04794310;
 - 13 • TEVA_MDL_A_00552829;
 - 14 • TEVA_MDL_A_01086224;
 - 15 • TEVA_MDL_A_00552687;
 - 16 • TEVA_MDL_A_00553161;
 - 17 • TEVA_MDL_A_00553125;
 - 18 • TEVA_MDL_A_00552427;
 - 19 • TEVA_MDL_A_00552884;
 - 20 • TEVA_MDL_A_00770359; and
 - 21 • TEVA_MDL_A_03070586;
- 22 • Medical Information Request data from 2008 to 2013, which may be found at
23 TEVA_MDL_A_11772091; and
- 24 • Standard response letters related to Actiq and Fentora, which may be found at:
- 25 • TEVA_MDL_A_00705126;
 - 26 • TEVA_MDL_A_01086165;
 - 27 • TEVA_MDL_A_00705148;
 - 28 • TEVA_MDL_A_00705228;

- 1 • TEVA_MDL_A_00704700;
- 2 • TEVA_MDL_A_00704493;
- 3 • TEVA_MDL_A_00704729;
- 4 • TEVA_MDL_A_00705460;
- 5 • TEVA_MDL_A_00705556;
- 6 • TEVA_MDL_A_00705657; and
- 7 • TEVA_MDL_A_00704560;
- 8 • Additional documents related to Medical Information Requests, which may be found
- 9 at:
- 10 • TEVA_MDL_A_07250658–TEVA_MDL_A_07250664
- 11 • TEVA_MDL_A_11772091–TEVA_MDL_A_11772099; and
- 12 • Acquired_Actavis_01055626–Acquired_Actavis_01056339.

13 **INTERROGATORY NO. 56:**

14 Identify all requests to YOU (including to any reimbursement hotline) from California
15 PRESCRIBERS CONCERNING reimbursement for the prescription or use of YOUR OPIOIDS,
16 including the IDENTITY of the PRESCRIBER making the request (either directly or on their
17 behalf), the date of the contact and information requested, matters discussed, and any
18 DOCUMENTS exchanged.

19 **RESPONSE TO INTERROGATORY NO. 56:**

20 The Teva Defendants reassert and incorporate each of the foregoing General Objections
21 set forth above into this response. The Teva Defendants further object to this Request to the
22 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
23 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
24 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
25 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
26 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
27 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
28 purports to encompass, without limitation “all” such “requests to [The Teva Defendants]

1 (including to any reimbursement hotline) from California PRESCRIBERS CONCERNING
2 reimbursement for the prescription or use of [The Teva Defendants'] OPIOIDS.” The Teva
3 Defendants object to this Interrogatory on the grounds that “requests,” “reimbursement hotline,”
4 “reimbursement,” “matters,” and “exchanged” are undefined, vague, ambiguous and overbroad.
5 The Teva Defendants object to this Interrogatory as not reasonably limited in time or scope. The
6 Teva Defendants object to this Interrogatory as overly broad, unduly burdensome, and not
7 reasonably calculated to lead to the discovery of admissible evidence to the extent it calls for
8 information related to the promotion of generic opioid products. The Teva Defendants did not
9 promote generic opioid products, and marketed only pricing and availability of generic opioids.

10 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
11 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
12 discovery because Plaintiff has exceeded the permitted number of specially prepared
13 interrogatories without providing a valid reason for propounding additional interrogatories.
14 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
15 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
16 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
17 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
18 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
19 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
20 as such, the Teva Defendants decline to respond.

21 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 56:**

22 The Teva Defendants supplement their responses to this special interrogatory as directed by
23 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
24 any objections set out above in the original response to this interrogatory and the Teva Defendants
25 incorporate their original response into this supplemental response. The Teva Defendants
26 supplement their response as follows: The Teva Defendants refer Plaintiff to the following
27 documents that contain information responsive to this Interrogatory:

- 28
- November 2006 Activity Report for the Fentora Reimbursement Program,

1 TEVA_MDL_A_00692980; and

- 2 • August 2005 Activity Report for the Actiq Reimbursement Hotline and Patient
3 Assistance Program, TEVA_MDL_A_044135569.

4 The Teva Defendants' document productions contain additional documents responsive to
5 this Interrogatory. These documents are not centrally located in the Teva Defendants' records or
6 in their document productions, and the burden is equal for Plaintiff and the Teva Defendants to
7 locate them in the Teva Defendants' productions.

8 **INTERROGATORY NO. 57:**

9 IDENTIFY all DOCUMENTS that reflect or that CONCERN draft or form Letters of
10 Medical Necessity or the like that were provided to California PRESCRIBERS to assist in
11 reimbursement for the prescription or sale of YOUR OPIOIDS, including the IDENTITY of the
12 PRESCRIBERS to whom they were sent (or person acting on their behalf), and the date and
13 DOCUMENTS sent.

14 **RESPONSE TO INTERROGATORY NO. 57:**

15 The Teva Defendants reassert and incorporate each of the foregoing General Objections
16 set forth above into this response. The Teva Defendants further object to this Request to the
17 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
18 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
19 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
20 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
21 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
22 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
23 purports to encompass, without limitation "all" such "DOCUMENTS that reflect or that
24 CONCERN draft or form Letters of Medical Necessity or the like." The Teva Defendants object
25 to this Interrogatory on the grounds that "reflect," "draft," "form," "Letters of Medical
26 Necessity," "the like," "assist," "reimbursement," and "sent" are undefined, vague, ambiguous
27 and overbroad. The Teva Defendants object to this Interrogatory as not reasonably limited in time
28 or scope. The Teva Defendants object to this Interrogatory as overly broad, unduly burdensome,

1 and not reasonably calculated to lead to the discovery of admissible evidence to the extent it calls
2 for information related to the promotion of generic opioid products. The Teva Defendants did not
3 promote generic opioid products, and marketed only pricing and availability of generic opioids.

4 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
5 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
6 discovery because Plaintiff has exceeded the permitted number of specially prepared
7 interrogatories without providing a valid reason for propounding additional interrogatories.
8 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
9 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
10 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
11 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
12 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
13 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
14 as such, the Teva Defendants decline to respond.

15 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 57:**

16 The Teva Defendants supplement their responses to this special interrogatory as directed by
17 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
18 any objections set out above in the original response to this interrogatory and the Teva Defendants
19 incorporate their original response into this supplemental response. The Teva Defendants
20 supplement their response as follows: The Teva Defendants’ document productions contain
21 documents responsive to this Interrogatory. For example, responsive documents may be found at:

- 22 • TEVA_MDL_A_01324536;
- 23 • TEVA_MDL_A_01324537;
- 24 • TEVA_MDL_A_01324545;
- 25 • TEVA_MDL_A_01324552;
- 26 • TEVA_MDL_A_01324559;
- 27 • TEVA_MDL_A_11437217;
- 28 • TEVA_MDL_A_11437219;

- 1 • TEVA_MDL_A_11292171;
- 2 • TEVA_MDL_A_11292175;
- 3 • TEVA_MDL_A_01500458;
- 4 • TEVA_MDL_A_01500462—TEVA_MDL_A_01500465;
- 5 • TEVA_MDL_A_01500468;
- 6 • TEVA_MDL_A_01500480;
- 7 • TEVA_MDL_A_01500488;
- 8 • TEVA_MDL_A_01500492; and
- 9 • TEVA_MDL_A_01500501.

10 However, these documents are not centrally located in the Teva Defendants’ records or in
11 their document productions, and the burden is equal for Plaintiff and the Teva Defendants to locate
12 them in the Teva Defendants’ productions.

13 Additionally, Defendants Teva Pharmaceuticals USA, Inc. and Cephalon, Inc. tracked
14 requests for template Letters of Medical Necessity related to Actiq and Fentora in their Information
15 Request Management System. Records from this system have been produced at:

- 16 • TEVA_MDL_A_11772091;
- 17 • TEVA_MDL_A_11772092;
- 18 • TEVA_MDL_A_11772093;
- 19 • TEVA_MDL_A_11772094;
- 20 • TEVA_MDL_A_11772095;
- 21 • TEVA_MDL_A_11772096;
- 22 • TEVA_MDL_A_11772097;
- 23 • TEVA_MDL_A_11772098;
- 24 • TEVA_MDL_A_11772099; and
- 25 • TEVA_MDL_A_11772100.

26 **INTERROGATORY NO. 58:**

27 Identify all California conventions at which YOU promoted YOUR OPIOIDS or provided
28 information CONCERNING the use of OPIOIDS for the treatment of pain, including the

1 convention name, location, date, subject matter, how YOU promoted YOUR OPIOIDS or
2 provided information at the convention (i.e. convention booth, presentation, etc.), the IDENTITY
3 of YOUR EMPLOYEES or anyone acting on your behalf who was involved in YOUR promotion
4 effort, and any DOCUMENTS used by YOU at the convention to promote YOUR OPIOIDS or
5 provide information. Include in your response the IDENTITY of DOCUMENTS reflecting
6 convention setups, booths, quizzes and materials available to PERSONS who YOU promoted to
7 or visited YOUR convention booth or presentation.

8 **RESPONSE TO INTERROGATORY NO. 58:**

9 The Teva Defendants reassert and incorporate each of the foregoing General Objections
10 set forth above into this response. The Teva Defendants further object to this Request to the
11 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
12 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
13 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
14 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
15 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
16 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
17 purports to encompass, without limitation “all” such “California conventions at which [the Teva
18 Defendants] promoted [the Teva Defendants’] OPIOIDS.” The Teva Defendants object to this
19 Interrogatory on the grounds that “convention,” “promoted,” “information,” “treatment,” “subject
20 matter,” “setups,” “booths,” “quizzes,” “materials,” “available,” and “presentation” are
21 undefined, vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as
22 not reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as
23 overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of
24 admissible evidence to the extent it calls for information related to the promotion of generic
25 opioid products. The Teva Defendants did not promote generic opioid products, and marketed
26 only pricing and availability of generic opioids.

27 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
28 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted

1 discovery because Plaintiff has exceeded the permitted number of specially prepared
2 interrogatories without providing a valid reason for propounding additional interrogatories.
3 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
4 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
5 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
6 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
7 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
8 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
9 as such, the Teva Defendants decline to respond.

10 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 58:**

11 The Teva Defendants supplement their responses to this special interrogatory as directed by
12 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
13 any objections set out above in the original response to this interrogatory and the Teva Defendants
14 incorporate their original response into this supplemental response. The Teva Defendants
15 supplement their response as follows: The Teva Defendants state that all of the Teva Defendants’
16 marketing materials complied with federal law and were approved as required by the FDA Office
17 of Prescription Drug Promotion, formerly known as the Division of Drug Marketing, Advertising,
18 and Communications. The Teva Defendants further state that they and their personnel were
19 permitted to use and used only marketing and promotional materials that were created and approved
20 by the Teva Defendants. Approval of Teva marketing materials required the unanimous approval
21 of members of its Legal Department, Medical Affairs Department, and Regulatory Affairs
22 Department to ensure that those materials did not pose legal concerns, ensure the medical and
23 scientific accuracy of the information underpinning the material and all information in the
24 marketing material to the extent the material contained such information, and ensure that the
25 material was consistent with all FDA regulations and guidance. The Teva Defendants state that
26 they did not promote any generic opioid product or employ sales representatives to do so and did
27 not otherwise market generic opioid products other than announcing their availability and pricing.
28 The Teva Defendants further state that Teva-Acquired Actavis entities did not promote, market, or

1 sell any branded opioid product. The Teva Defendants further refer Plaintiff to documents
2 previously produced by the Teva Defendants in this litigation that contain information responsive
3 to this Interrogatory, including yearly trade show schedules, which may be found at:

- 4 • TEVA_MDL_A_09056224;
- 5 • TEVA_MDL_A_09632267
- 6 • TEVA_MDL_A_09056222;
- 7 • TEVA_MDL_A_09056221;
- 8 • TEVA_MDL_A_09056218; and
- 9 • TEVA_MDL_A_09636907.

10 **INTERROGATORY NO. 59:**

11 IDENTIFY all PERSONS who visited YOU at the conventions identified in your response
12 to the above interrogatory, including the convention, date, name, position, employer, and any
13 DOCUMENTS provided to them.

14 **RESPONSE TO INTERROGATORY NO. 59:**

15 The Teva Defendants reassert and incorporate each of the foregoing General Objections
16 set forth above into this response. The Teva Defendants further object to this Request to the
17 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
18 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
19 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
20 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
21 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
22 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
23 purports to encompass, without limitation “all” such “PERSONS who visited [the Teva
24 Defendants] at the conventions identified in your response to the above interrogatory.” The Teva
25 Defendants object to this Interrogatory on the grounds that “visited,” “conventions,” “identified,”
26 “position,” and “employer” are undefined, vague, ambiguous and overbroad. The Teva
27 Defendants object to this Interrogatory as not reasonably limited in time or scope. The Teva
28 Defendants object to this Interrogatory as overly broad, unduly burdensome, and not reasonably

1 calculated to lead to the discovery of admissible evidence to the extent it calls for information
2 related to the promotion of generic opioid products. The Teva Defendants did not promote
3 generic opioid products, and marketed only pricing and availability of generic opioids.

4 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
5 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
6 discovery because Plaintiff has exceeded the permitted number of specially prepared
7 interrogatories without providing a valid reason for propounding additional interrogatories.
8 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
9 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
10 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
11 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
12 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
13 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
14 as such, the Teva Defendants decline to respond.

15 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 59:**

16 The Teva Defendants supplement their responses to this special interrogatory as directed by
17 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
18 any objections set out above in the original response to this interrogatory and the Teva Defendants
19 incorporate their original response into this supplemental response. The Teva Defendants
20 supplement their response as follows: The Teva Defendants refer Plaintiff to the Response to
21 Interrogatory No. 58, which contains information and documents related to the subject matter of
22 this Interrogatory. The Teva Defendants further state that they did not maintain records of every
23 person who spoke to Teva personnel at conventions in California.

24 **INTERROGATORY NO. 60:**

25 IDENTIFY all DOCUMENTS that reflect advertisements or other information about
26 OPIOIDS or the treatment of pain that were disseminated by YOU or anyone acting on YOUR
27 behalf in California, including journal ads, industry publications, magazines, radio or television
28 campaigns, online advertisements, and product announcements or information through third party

1 websites or web portals.

2 **RESPONSE TO INTERROGATORY NO. 60:**

3 The Teva Defendants reassert and incorporate each of the foregoing General Objections
4 set forth above into this response. The Teva Defendants further object to this Request to the
5 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
6 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
7 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
8 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
9 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
10 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
11 purports to encompass, without limitation “all” such “DOCUMENTS that reflect advertisements
12 or other information about OPIOIDS or the treatment of pain.” The Teva Defendants object to
13 this Interrogatory on the grounds that “reflect” “advertisements,” “information,” “treatment,”
14 “disseminated,” “journal ads,” “industry publications,” “magazines,” “radio,” “television,”
15 “campaigns,” “online advertisements,” “product announcements,” “third party,” “websites,” and
16 “web portals” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to
17 this Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this
18 Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the
19 discovery of admissible evidence to the extent it calls for information related to the promotion of
20 generic opioid products. The Teva Defendants did not promote generic opioid products, and
21 marketed only pricing and availability of generic opioids.

22 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
23 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
24 discovery because Plaintiff has exceeded the permitted number of specially prepared
25 interrogatories without providing a valid reason for propounding additional interrogatories.
26 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
27 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
28 the Interrogatories are warranted due to “the need for discovery concerning the service issue set

1 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
2 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
3 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
4 as such, the Teva Defendants decline to respond.

5 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 60:**

6 The Teva Defendants supplement their responses to this special interrogatory as directed
7 by the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not
8 waive any objections set out above in the original response to this interrogatory and the Teva
9 Defendants incorporate their original response into this supplemental response. The Teva
10 Defendants supplement their response as follows: The Teva Defendants refer Plaintiff to the
11 Response to Interrogatory No. 36.

12 **INTERROGATORY NO. 61:**

13 Identify all websites or web portals available to California PRESCRIBERS or California
14 residents CONCERNING OPIOIDS or the treatment of pain which YOU paid for or funded, and
15 the periods when they were accessible or available.

16 **RESPONSE TO INTERROGATORY NO. 61:**

17 The Teva Defendants reassert and incorporate each of the foregoing General Objections
18 set forth above into this response. The Teva Defendants further object to this Request to the
19 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
20 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
21 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
22 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
23 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
24 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
25 purports to encompass, without limitation “all” such “websites or web portals available to
26 California PRESCRIBERS or California residents CONCERNING OPIOIDS or the treatment of
27 pain.” The Teva Defendants object to this Interrogatory on the grounds that “websites,” “web
28 portals,” “residents,” “treatment,” “paid for,” “funded,” “periods,” “accessible,” and “available”

1 are undefined, vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory
2 as not reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as
3 overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of
4 admissible evidence to the extent it calls for information related to the promotion of generic
5 opioid products. The Teva Defendants did not promote generic opioid products, and marketed
6 only pricing and availability of generic opioids.

7 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
8 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
9 discovery because Plaintiff has exceeded the permitted number of specially prepared
10 interrogatories without providing a valid reason for propounding additional interrogatories.
11 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
12 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
13 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
14 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
15 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
16 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
17 as such, the Teva Defendants decline to respond.

18
19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 61:**

20 The Teva Defendants supplement their responses to this special interrogatory as directed
21 by the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not
22 waive any objections set out above in the original response to this interrogatory and the Teva
23 Defendants incorporate their original response into this supplemental response. The Teva
24 Defendants supplement their response as follows: The Teva Defendants identify, in addition to
25 TevaGenerics.com, which contains product information about each generic product sold by the
26
27
28

1 Teva Defendants, the following websites that Teva Defendants have previously or currently
2 maintain or operate:

- 3 • Actiq.com, which was launched in 2001 and remains available today; and
- 4 • Fentora.com, which was launched in 2007 and remains available today.
- 5 • TevaGenerics.com. which has been available since 2007 and remains available
6 today.

7
8 In addition, the Teva Defendants identify the following third-party websites responsive to
9 this Interrogatory:

- 10 • Pain.com/breakthrough, which the Teva Defendants understand was available
11 from 2002 to 2006;
- 12 • Painmatters.com, which the Teva Defendants understand was available from 2014
13 to 2019;
- 14 • Emergingsolutionsinpain.com, which the Teva Defendants understand has been
15 available since 2001 and remains available in some form today;
- 16 • Cancer-pain.org, which the Teva Defendants understand has been available since
17 2000 and remains available in some form today; and
- 18 • Breakthroughpain.com, which the Teva Defendants understand was available from
19 2006 to 2010.

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22 The provision of information regarding these websites is not an admission by the Teva
23 Defendants that, and does not mean that, the Teva Defendants sponsored, edited, funded, or
24 disseminated these websites, to the extent the Teva Defendants undertook any such activity,
25 during the entire period that these websites were available. The Teva Defendants further refer
26 Plaintiff to documents previously produced in this litigation, including data associated with the
27 total number of website views of TevaGenerics.com from 2007 to 2019, which can be found at
28

1 TEVA_MDL_A_13742899, and data associated with the total number of website views of the
2 Teva Defendants' websites related to branded opioids from 2014-2019, which can be located at
3 TEVA_MDL_A_13742898. The Teva Defendants do not otherwise possess information relating
4 to the visitation of these websites.

5
6 **INTERROGATORY NO. 62:**

7 For each website or web portal identified in YOUR response to the above interrogatory,
8 IDENTIFY all DOCUMENTS that reflect the website or web portal pages available to California
9 PRESCRIBERS or California residents, the dates they were accessible or available, and their
10 numbers of page views.

11 **RESPONSE TO INTERROGATORY NO. 62:**

12 The Teva Defendants reassert and incorporate each of the foregoing General Objections
13 set forth above into this response. The Teva Defendants further object to this Request to the
14 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
15 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
16 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
17 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
18 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
19 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
20 purports to encompass, without limitation "all" such "DOCUMENTS that reflect the website or
21 web portal pages available to California PRESCRIBERS." The Teva Defendants object to this
22 Interrogatory on the grounds that "website," "web portal," "reflect," "pages," "available,"
23 "accessible," and "page views" are undefined, vague, ambiguous and overbroad. The Teva
24 Defendants object to this Interrogatory as not reasonably limited in time or scope. The Teva
25 Defendants object to this Interrogatory as overly broad, unduly burdensome, and not reasonably
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1 calculated to lead to the discovery of admissible evidence to the extent it calls for information
2 related to the promotion of generic opioid products. The Teva Defendants did not promote
3 generic opioid products, and marketed only pricing and availability of generic opioids.

4 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
5 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
6 discovery because Plaintiff has exceeded the permitted number of specially prepared
7 interrogatories without providing a valid reason for propounding additional interrogatories.
8 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
9 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
10 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
11 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
12 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
13 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
14 as such, the Teva Defendants decline to respond.

15
16
17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 62:**

18 The Teva Defendants supplement their responses to this special interrogatory as directed
19 by the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not
20 waive any objections set out above in the original response to this interrogatory and the Teva
21 Defendants incorporate their original response into this supplemental response. The Teva
22 Defendants supplement their response as follows: The Teva Defendants state that data associated
23 with the number of website views for TevaGenerics.com, which has been available since
24 November 2007, is located at TEVA_MDL_A_13742899. Data associated with the number of
25 website views of the websites related to the Teva Defendants’ specific generic opioids, which is
26 available since 2012, is located at TEVA_MDL_A_13742899. Data associated with the number
27
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1 of website views of the websites related to the Teva Defendants' specific branded opioids, which
2 have been available since April 2014, is located at TEVA_MDL_A_13742898. The Teva
3 Defendants did not track the identity of individuals that received, read, or viewed publications it
4 developed concerning its opioid products. The Teva Defendants did not track the number of
5 website views or other information regarding website access for any additional or third-party
6 websites, including websites identified in response to Interrogatory 61.
7

8 **INTERROGATORY NO. 63:**

9 For each website or web portal identified in YOUR response to the above interrogatory,
10 IDENTIFY all California PRESCRIBERS or California residents who visited or registered for
11 access to any such website or web portal, the dates they visited or registered, and any information
12 or DOCUMENTS exchanged between YOU and the visitor or registrant.

13 **RESPONSE TO INTERROGATORY NO. 63:**

14 The Teva Defendants reassert and incorporate each of the foregoing General Objections
15 set forth above into this response. The Teva Defendants further object to this Request to the
16 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
17 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
18 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
19 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
20 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
21 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
22 purports to encompass, without limitation "all" such "California PRESCRIBERS or California
23 residents who visited or registered for access to any such website or web portal." The Teva
24 Defendants object to this Interrogatory on the grounds that "website," "web portal," "residents,"
25 "visited," "registered," "access," "information," "exchanged," "visitor," and "registrant" are
26 undefined, vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as
27 not reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as
28 overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of

1 admissible evidence to the extent it calls for information related to the promotion of generic
2 opioid products. The Teva Defendants did not promote generic opioid products, and marketed
3 only pricing and availability of generic opioids.

4 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
5 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
6 discovery because Plaintiff has exceeded the permitted number of specially prepared
7 interrogatories without providing a valid reason for propounding additional interrogatories.
8 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
9 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
10 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
11 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
12 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
13 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
14 as such, the Teva Defendants decline to respond.

15 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 63:**

16 The Teva Defendants supplement their responses to this special interrogatory as directed by
17 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
18 any objections set out above in the original response to this interrogatory and the Teva Defendants
19 incorporate their original response into this supplemental response. The Teva Defendants
20 supplement their response as follows: The Teva Defendants state that after a reasonable
21 investigation they are unable to locate information responsive to this Interrogatory.

22 **INTERROGATORY NO. 64:**

23 To the extent not previously IDENTIFIED, for each California PRESCRIBER,
24 IDENTIFY all DOCUMENTS provided to such PERSONS CONCERNING YOUR OPIOIDS or
25 the use of OPIOIDS for the treatment of pain. Include all DOCUMENTS provided to
26 PRESCRIBERS as part of any branded and unbranded marketing campaign, including copies of
27 the book “Exit Wounds.”

28

1 **RESPONSE TO INTERROGATORY NO. 64:**

2 The Teva Defendants reassert and incorporate each of the foregoing General Objections
3 set forth above into this response. The Teva Defendants further object to this Request to the
4 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
5 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
6 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
7 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
8 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
9 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
10 purports to encompass, without limitation “all” such “DOCUMENTS provided to such
11 PERSONS CONCERNING [the Teva Defendants’] OPIOIDS or the use of OPIOIDS for the
12 treatment of pain.” The Teva Defendants object to this Interrogatory on the grounds that
13 “provided,” “treatment,” “branded,” “unbranded,” “marketing campaign,” and “copies” are
14 undefined, vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as
15 not reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as
16 overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of
17 admissible evidence to the extent it calls for information related to the promotion of generic
18 opioid products. The Teva Defendants did not promote generic opioid products, and marketed
19 only pricing and availability of generic opioids.

20 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
21 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
22 discovery because Plaintiff has exceeded the permitted number of specially prepared
23 interrogatories without providing a valid reason for propounding additional interrogatories.
24 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
25 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
26 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
27 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
28 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable

1 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
2 as such, the Teva Defendants decline to respond.

3 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 64:**

4 The Teva Defendants supplement their responses to this special interrogatory as directed by
5 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
6 any objections set out above in the original response to this interrogatory and the Teva Defendants
7 incorporate their original response into this supplemental response. The Teva Defendants
8 supplement their response as follows: Except as reflected in the Teva Defendants' responses to
9 these Interrogatories, the Teva Defendants did not track the distribution of materials to individual
10 prescribers in California.

11 **INTERROGATORY NO. 65:**

12 Identify the dates and locations for all YOUR national sales conferences attended by
13 California SALES REPRESENTATIVES who detailed YOUR OPIOIDS, and IDENTIFY the
14 California SALES REPRESENTATIVES who attended those conferences.

15 **RESPONSE TO INTERROGATORY NO. 65:**

16 The Teva Defendants reassert and incorporate each of the foregoing General Objections
17 set forth above into this response. The Teva Defendants further object to this Request to the
18 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
19 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
20 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
21 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
22 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
23 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
24 purports to encompass, without limitation "all" such "national sales conferences attended by
25 California SALES REPRESENTATIVES." The Teva Defendants object to this Interrogatory on
26 the grounds that "locations," "national sales conferences," "attended," and "detailed" is
27 undefined, vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as
28 not reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as

1 overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of
2 admissible evidence to the extent it calls for information related to the promotion of generic
3 opioid products. The Teva Defendants did not promote generic opioid products, and marketed
4 only pricing and availability of generic opioids.

5 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
6 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
7 discovery because Plaintiff has exceeded the permitted number of specially prepared
8 interrogatories without providing a valid reason for propounding additional interrogatories.
9 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
10 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
11 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
12 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
13 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
14 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
15 as such, the Teva Defendants decline to respond.

16 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 65:**

17 The Teva Defendants supplement their responses to this special interrogatory as directed by
18 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
19 any objections set out above in the original response to this interrogatory and the Teva Defendants
20 incorporate their original response into this supplemental response. The Teva Defendants
21 supplement their response as follows: The Teva Defendants refer Plaintiff to the following dates
22 and locations of national sales meetings:

23

Year	Location of National Sales Meeting
2001	Tampa, Florida
2002	Cancun, Mexico
2003	Las Vegas, Nevada
2004	Orlando, Florida
2005	Phoenix, Arizona
2006	Ft. Lauderdale, Florida
2007	Dallas, Texas
2008	Ft. Lauderdale, Florida
2009	San Francisco, California

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2010	San Diego, California
2011	Dallas, Texas
2012	Orlando, Florida
2013	Orlando, Florida
2014	Las Vegas, Nevada
2015	Orlando, Florida

Additionally, the Teva Defendants do not track or maintain records of sales representative attendance at national sales meetings.

INTERROGATORY NO. 66:

Identify all DOCUMENTS that were presented or provided to SALES REPRESENTATIVES at or during each national sales conferences referenced in YOUR response to the above interrogatory at the general, breakout or other sessions CONCERNING the promotion or sale of YOUR OPIOIDS or the use of OPIOIDS for the treatment of pain.

RESPONSE TO INTERROGATORY NO. 66:

The Teva Defendants reassert and incorporate each of the foregoing General Objections set forth above into this response. The Teva Defendants further object to this Request to the extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent with the California Code of Civil Procedure. The Teva Defendants further object on the grounds that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants further object to the Interrogatory as not reasonably limited as to time or scope. The Teva Defendants further object to this Interrogatory as overbroad and unduly burdensome because it purports to encompass, without limitation “all” such “DOCUMENTS that were presented or provided to SALES REPRESENTATIVES at or during each national sales conferences.” The Teva Defendants object to this Interrogatory on the grounds that “presented,” “provided,” “national sales conference,” “general session,” “breakout session,” “other sessions,” “promotion,” and “treatment” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as overly broad, unduly burdensome, and not proportional to the needs of this case because it is not limited in geographic scope when the allegations in this case are limited to

1 California. The Teva Defendants object to this Interrogatory as overly broad, unduly burdensome,
2 and not reasonably calculated to lead to the discovery of admissible evidence to the extent it calls
3 for information related to the promotion of generic opioid products. The Teva Defendants did not
4 promote generic opioid products, and marketed only pricing and availability of generic opioids.

5 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
6 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
7 discovery because Plaintiff has exceeded the permitted number of specially prepared
8 interrogatories without providing a valid reason for propounding additional interrogatories.
9 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
10 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
11 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
12 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
13 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
14 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
15 as such, the Teva Defendants decline to respond.

16 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 66:**

17 The Teva Defendants supplement their responses to this special interrogatory as directed by
18 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
19 any objections set out above in the original response to this interrogatory and the Teva Defendants
20 incorporate their original response into this supplemental response. The Teva Defendants
21 supplement their response as follows: The Teva Defendants have identified the following
22 documents that appear to have been used during National Sales Meetings:

- 23 • TEVA_MDL_A_02736659;
- 24 • TEVA_MDL_A_05313123;
- 25 • TEVA_MDL_A_05311165;
- 26 • TEVA_MDL_A_04768141;
- 27 • TEVA_MDL_A_03222359; and
- 28 • TEVA_MDL_A_01095930.

1 However, these documents are not centrally located in the Teva Defendants’ records or in
2 their document productions, and the burden is equal for Plaintiff and the Teva Defendants to locate
3 them in the Teva Defendants’ productions.

4 **INTERROGATORY NO. 67:**

5 Identify the national sales conferences or other conferences or meetings where the
6 following videos were shown to SALES REPRESENTATIVES:

- 7 • TEVA_MDL_A_00717855
- 8 • TEVA_MDL_A_00720807
- 9 • TEVA_MDL_A_00715631
- 10 • TEVA_MDL_A_03571751
- 11 • TEVA_MDL_A_01403129
- 12 • TEVA_MDL_A_00717117

13 **RESPONSE TO INTERROGATORY NO. 67:**

14 The Teva Defendants reassert and incorporate each of the foregoing General Objections
15 set forth above into this response. The Teva Defendants further object to this Request to the
16 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
17 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
18 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
19 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
20 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
21 Defendants object to this Interrogatory on the grounds that “national sales conferences,”
22 “conferences,” meetings,” and “videos” is undefined, vague, ambiguous and overbroad. The Teva
23 Defendants object to this Interrogatory as not reasonably limited in time or scope. The Teva
24 Defendants object to this Interrogatory as overly broad, unduly burdensome, and not proportional
25 to the needs of this case because it is not limited in geographic scope when the allegations in this
26 case are limited to California. The Teva Defendants object to this Interrogatory as overly broad,
27 unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence
28 to the extent it calls for information related to the promotion of generic opioid products. The Teva

1 Defendants did not promote generic opioid products, and marketed only pricing and availability
2 of generic opioids.

3 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
4 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
5 discovery because Plaintiff has exceeded the permitted number of specially prepared
6 interrogatories without providing a valid reason for propounding additional interrogatories.
7 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
8 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
9 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
10 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
11 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
12 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
13 as such, the Teva Defendants decline to respond.

14 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 67:**

15 The Teva Defendants supplement their responses to this special interrogatory as directed by
16 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
17 any objections set out above in the original response to this interrogatory and the Teva Defendants
18 incorporate their original response into this supplemental response. The Teva Defendants
19 supplement their response as follows: The Teva Defendants state that:

- 20 • TEVA_MDL_A_00717855 was shown at the 2006 National Sales Meeting;
- 21 • TEVA_MDL_A_00720807 was shown at the Fentora Launch Meeting;
- 22 • TEVA_MDL_A_00715631 was shown at the Fentora Launch Meeting;
- 23 • TEVA_MDL_A_03571751 was shown at the Fentora Launch Meeting;
- 24 • TEVA_MDL_A_01403129 was shown at the 2007 National Sales Meeting; and
- 25 • TEVA_MDL_A_00717117 was shown at the 2007 National Sales Meeting.

26 **INTERROGATORY NO. 68:**

27 IDENTIFY all California PRESCRIBERS retained by YOU or on YOUR behalf to serve
28 on any ADVISORY BOARDS CONCERNING Actiq, Fentora or the use of OPIOIDS for the

1 treatment of pain, including their date of retention, the subject matter of their retention, and
2 amounts paid to them.

3 **RESPONSE TO INTERROGATORY NO. 68:**

4 The Teva Defendants reassert and incorporate each of the foregoing General Objections
5 set forth above into this response. The Teva Defendants further object to this Request to the
6 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
7 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
8 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
9 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
10 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
11 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
12 purports to encompass, without limitation “all” such “California PRESCRIBERS retained by [the
13 Teva Defendants] or on [the Teva Defendants] behalf to serve on any ADVISORY BOARDS.”
14 The Teva Defendants object to this Interrogatory on the grounds that “retained,” “serve on,” and
15 “treatment” are undefined, vague, ambiguous and overbroad. The Teva Defendants object to this
16 Interrogatory as not reasonably limited in time or scope. The Teva Defendants object to this
17 Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the
18 discovery of admissible evidence to the extent it calls for information related to the promotion of
19 generic opioid products. The Teva Defendants did not promote generic opioid products, and
20 marketed only pricing and availability of generic opioids.

21 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
22 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
23 discovery because Plaintiff has exceeded the permitted number of specially prepared
24 interrogatories without providing a valid reason for propounding additional interrogatories.
25 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
26 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
27 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
28 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute

1 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
2 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
3 as such, the Teva Defendants decline to respond.

4 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 68:**

5 The Teva Defendants supplement their responses to this special interrogatory as directed by
6 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
7 any objections set out above in the original response to this interrogatory and the Teva Defendants
8 incorporate their original response into this supplemental response. The Teva Defendants
9 supplement their response as follows: The Teva Defendants refer Plaintiff to documents previously
10 produced by the Teva Defendants in this litigation that contain information responsive to this
11 Interrogatory, including agreements with California prescribers relating to advisory board
12 participation, which may be found at:

- 13 • TEVA_MDL_A_06791329;
- 14 • TEVA_MDL_A_06791343;
- 15 • TEVA_MDL_A_06791350;
- 16 • TEVA_MDL_A_06792444;
- 17 • TEVA_MDL_A_06843840;
- 18 • TEVA_MDL_A_06843828;
- 19 • TEVA_MDL_A_06843858;
- 20 • TEVA_MDL_A_06843911;
- 21 • TEVA_MDL_A_06843981;
- 22 • TEVA_MDL_A_06844052;
- 23 • TEVA_MDL_A_06844224;
- 24 • TEVA_MDL_A_06844273;
- 25 • TEVA_MDL_A_06844294;
- 26 • TEVA_MDL_A_06844301;
- 27 • TEVA_MDL_A_06844364;
- 28 • TEVA_MDL_A_00702975;

- 1 • TEVA_MDL_A_00703103;
- 2 • TEVA_MDL_A_00703106;
- 3 • TEVA_MDL_A_00703199;
- 4 • TEVA_MDL_A_00703228;
- 5 • TEVA_MDL_A_00703405;
- 6 • TEVA_MDL_A_00703407;
- 7 • TEVA_MDL_A_00703418;
- 8 • TEVA_MDL_A_00703460; and
- 9 • TEVA_MDL_A_00703461.

10 **INTERROGATORY NO. 69:**

11 IDENTIFY all California PRESCRIBERS retained by YOU or on YOUR behalf to
12 conduct or participate in any study, clinical trial or the like CONCERNING Actiq, Fentora or the
13 use of OPIOIDS for the treatment of pain, including their date of retention, the subject matter of
14 their retention, services performed, and amounts paid for their services.

15 **RESPONSE TO INTERROGATORY NO. 69:**

16 The Teva Defendants reassert and incorporate each of the foregoing General Objections
17 set forth above into this response. The Teva Defendants further object to this Request to the
18 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
19 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
20 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
21 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
22 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
23 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
24 purports to encompass, without limitation “all” such “California PRESCRIBERS retained by [the
25 Teva Defendants] or on [the Teva Defendants] behalf to conduct or participate in any study,
26 clinical trial or the like.” The Teva Defendants object to this Interrogatory on the grounds that
27 “retained,” “conduct,” “participate in,” “study,” “treatment,” and “services performed” are
28 undefined, vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as

1 not reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as
2 overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of
3 admissible evidence to the extent it calls for information related to the promotion of generic
4 opioid products. The Teva Defendants did not promote generic opioid products, and marketed
5 only pricing and availability of generic opioids.

6 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
7 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
8 discovery because Plaintiff has exceeded the permitted number of specially prepared
9 interrogatories without providing a valid reason for propounding additional interrogatories.
10 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
11 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
12 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
13 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
14 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
15 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
16 as such, the Teva Defendants decline to respond.

17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 69:**

18 The Teva Defendants supplement their responses to this special interrogatory as directed by
19 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
20 any objections set out above in the original response to this interrogatory and the Teva Defendants
21 incorporate their original response into this supplemental response. The Teva Defendants
22 supplement their response as follows: The Teva Defendants are continuing to investigate
23 information responsive to this Interrogatory and will supplement their response to the extent any
24 responsive information is identified.

25 **INTERROGATORY NO. 70:**

26 To the extent not already identified in YOUR responses to these interrogatories, identify
27 all payments made by YOU to California PRESCRIBERS directly or through third parties such as
28 pain foundations or front groups in any way CONCERNING Actiq, Fentora or the use of

1 OPIOIDS for the treatment of pain.

2 **RESPONSE TO INTERROGATORY NO. 70:**

3 The Teva Defendants reassert and incorporate each of the foregoing General Objections
4 set forth above into this response. The Teva Defendants further object to this Request to the
5 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
6 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
7 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
8 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
9 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
10 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
11 purports to encompass, without limitation “all” such “payments made by [the Teva Defendants]
12 to California PRESCRIBERS directly or through third parties.” The Teva Defendants object to
13 this Interrogatory on the grounds that “payments,” “third parties,” “pain foundations,” “front
14 groups,” and “treatment” are undefined, vague, ambiguous and overbroad. The Teva Defendants
15 object to this Interrogatory as not reasonably limited in time or scope. The Teva Defendants
16 object to this Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to
17 lead to the discovery of admissible evidence to the extent it calls for information related to the
18 promotion of generic opioid products. The Teva Defendants did not promote generic opioid
19 products, and marketed only pricing and availability of generic opioids.

20 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
21 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
22 discovery because Plaintiff has exceeded the permitted number of specially prepared
23 interrogatories without providing a valid reason for propounding additional interrogatories.
24 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
25 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
26 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
27 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
28 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable

1 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
2 as such, the Teva Defendants decline to respond.

3 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 70:**

4 The Teva Defendants supplement their responses to this special interrogatory as directed by
5 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
6 any objections set out above in the original response to this interrogatory and the Teva Defendants
7 incorporate their original response into this supplemental response. The Teva Defendants
8 supplement their response as follows: The Teva Defendants refer Plaintiff to the Responses to
9 Interrogatory Nos. 50 and 52, which contain documents related to payments made to prescribers.

10 **INTERROGATORY NO. 71:**

11 Identify all suspicious orders for any CII controlled substance reported to the DEA from
12 January 2019 to the present, including the IDENTITY of the DOCUMENT(S) reflecting the
13 report, the PERSON reported, the report date, the products reported, and all DOCUMENTS
14 reflecting YOUR investigation of the suspicious order.

15 **RESPONSE TO INTERROGATORY NO. 71:**

16 The Teva Defendants reassert and incorporate each of the foregoing General Objections
17 set forth above into this response. The Teva Defendants further object to this Request to the
18 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
19 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
20 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
21 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
22 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
23 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
24 purports to encompass, without limitation “all” such “suspicious orders for any CII controlled
25 substance reported to the DEA from January 2019 to the present.” The Teva Defendants object to
26 this Interrogatory on the grounds that “suspicious orders,” “report,” “reflecting,” “report date,”
27 “products report,” and “investigation” are undefined, vague, ambiguous and overbroad. The Teva
28 Defendants object to this Interrogatory as not reasonably limited in time or scope. The Teva

1 Defendants object to this Interrogatory as overly broad, unduly burdensome, and not proportional
2 to the needs of this case because it is not limited in geographic scope when the allegations in this
3 case are limited to California.

4 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
5 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
6 discovery because Plaintiff has exceeded the permitted number of specially prepared
7 interrogatories without providing a valid reason for propounding additional interrogatories.
8 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
9 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
10 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
11 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
12 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
13 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
14 as such, the Teva Defendants decline to respond.

15 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 71:**

16 The Teva Defendants supplement their responses to this special interrogatory as directed by
17 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
18 any objections set out above in the original response to this interrogatory and the Teva Defendants
19 incorporate their original response into this supplemental response. The Teva Defendants
20 supplement their response as follows: The Teva Defendants refer Plaintiff to suspicious order
21 reports submitted to DEA, which may be found at:

- 22 • TEVA_MDL_A_02342529;
- 23 • TEVA_MDL_A_02345905; and
- 24 • TEVA_MDL_A_02479937.

25 **INTERROGATORY NO. 72:**

26 IDENTIFY all DOCUMENTS that reflect your suspicious order standard operating
27 procedures or guidelines from January 2019 to the present.

1 **RESPONSE TO INTERROGATORY NO. 72:**

2 The Teva Defendants reassert and incorporate each of the foregoing General Objections
3 set forth above into this response. The Teva Defendants further object to this Request to the
4 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
5 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
6 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
7 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
8 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
9 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
10 purports to encompass, without limitation “all” such “DOCUMENTS that reflect [the Teva
11 Defendants’] suspicious order standard operating procedures or guidelines from January 2019 to
12 the present.” The Teva Defendants object to this Interrogatory on the grounds that “reflect,”
13 “suspicious order,” “standard operating procedures,” and “guidelines” are undefined, vague,
14 ambiguous and overbroad. The Teva Defendants object to this Interrogatory as not reasonably
15 limited in time or scope. The Teva Defendants object to this Interrogatory as overly broad, unduly
16 burdensome, and not proportional to the needs of this case because it is not limited in geographic
17 scope when the allegations in this case are limited to California.

18 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
19 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
20 discovery because Plaintiff has exceeded the permitted number of specially prepared
21 interrogatories without providing a valid reason for propounding additional interrogatories.
22 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
23 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
24 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
25 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
26 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
27 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
28 as such, the Teva Defendants decline to respond.

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 72:**

2 The Teva Defendants supplement their responses to this special interrogatory as directed by
3 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
4 any objections set out above in the original response to this interrogatory and the Teva Defendants
5 incorporate their original response into this supplemental response. The Teva Defendants
6 supplement their response as follows: The Teva Defendants refer Plaintiffs to the following internal
7 policies and procedures responsive to this Request:
8

- 9 • Policy on Reporting of Adverse Events, Product Complaints, and Suspected
10 Diversions, which may be found at TEVA_MDL_A_00552589;
- 11 • Integrity Principles Policy, which may be found at TEVA_MDL_A_00553193;
- 12 • Policy on Reporting and Investigations of Misconduct, which may be found at
13 TEVA_MDL_A_00553150;
- 14 • Policy on Handling Safety Information on Company Products, which may be found
15 at TEVA_MDL_A_04243438; and
- 16 • Policies, procedures and other documents related to suspicious order monitoring of
17 opioids by the Teva Defendants, which may be found at:
 - 18 ○ TEVA_MDL_A_01061107;
 - 19 ○ TEVA_MDL_A_01158470;
 - 20 ○ TEVA_MDL_A_01061099;
 - 21 ○ TEVA_MDL_A_01158453;
 - 22 ○ TEVA_MDL_A_01158491;
 - 23 ○ TEVA_MDL_A_01061114;
 - 24 ○ TEVA_MDL_A_01158479;
 - 25 ○ TEVA_MDL_A_01061094;

- 1 ○ TEVA_MDL_A_01158463; and
- 2 ○ TEVA_MDL_A_01042796.

3 Documents applicable to the Teva-Acquired Actavis Entities prior to 2016, when the Teva-
4 Acquired Actavis Entities were acquired by Teva, including policies and procedures for suspicious
5 order monitoring of opioids and other controlled substances, among other documents, may be found
6 at:
7

- 8 • Acquired_Actavis_01495929 (produced jointly by Allergan and the Teva Defendants);
- 9 • ALLERGAN_MDL_00490306;
- 10 • ALLERGAN_MDL_01175574;
- 11 • ALLERGAN_MDL_01684748;
- 12 • ALLERGAN_MDL_01684748;
- 13 • ALLERGAN_MDL_01839001;
- 14 • ALLERGAN_MDL_01844724;
- 15 • ALLERGAN_MDL_01844864;
- 16 • ALLERGAN_MDL_01979834;
- 17 • ALLERGAN_MDL_02081243;
- 18 • ALLERGAN_MDL_02128514;
- 19 • ALLERGAN_MDL_02128514;
- 20 • ALLERGAN_MDL_02146077;
- 21 • ALLERGAN_MDL_02146081;
- 22 • ALLERGAN_MDL_02146301;
- 23 • ALLERGAN_MDL_02146314;
- 24 • ALLERGAN_MDL_02146521;
- 25 • ALLERGAN_MDL_02146521;
- 26 • ALLERGAN_MDL_02176554;
- 27 • ALLERGAN_MDL_02467151;
- 28 • ALLERGAN_MDL_03641386;

- 1 • ALLERGAN_MDL_03750135;
- 2 • ALLERGAN_MDL_03951885;
- 3 • ALLERGAN_MDL_03952774; and
- 4 • ALLERGAN_MDL_03953044.

5

6 **INTERROGATORY NO. 73:**

7 Identify all bonus or incentive compensation criteria in effect for California SALES
8 REPRESENTATIVES and Area Sales Managers, and any regional or national sales or account
9 managers responsible for California, during the period YOU or anyone acting on YOUR behalf
10 promoted YOUR OPIOIDS, and reference any DOCUMENTS describing such compensation
11 criteria.

12 **RESPONSE TO INTERROGATORY NO. 73:**

13 The Teva Defendants reassert and incorporate each of the foregoing General Objections
14 set forth above into this response. The Teva Defendants further object to this Request to the
15 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
16 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
17 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
18 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
19 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
20 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
21 purports to encompass, without limitation “all” such “bonus or incentive compensation criteria in
22 effect for California SALES REPRESENTATIVES and Area Sales Managers, and any regional
23 or national sales or account managers responsible for California.” The Teva Defendants object to
24 this Interrogatory on the grounds that “bonus,” “incentive compensation criteria,” “managers,”
25 “responsible for,” “promoted,” and reference” are undefined, vague, ambiguous and overbroad.
26 The Teva Defendants object to this Interrogatory as not reasonably limited in time or scope. The
27 Teva Defendants object to this Interrogatory as overly broad, unduly burdensome, and not
28 reasonably calculated to lead to the discovery of admissible evidence to the extent it calls for

1 information related to the promotion of generic opioid products. The Teva Defendants did not
2 promote generic opioid products, and marketed only pricing and availability of generic opioids.

3 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
4 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
5 discovery because Plaintiff has exceeded the permitted number of specially prepared
6 interrogatories without providing a valid reason for propounding additional interrogatories.
7 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
8 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
9 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
10 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
11 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
12 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
13 as such, the Teva Defendants decline to respond.

14 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 73:**

15 The Teva Defendants supplement their responses to this special interrogatory as directed by
16 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
17 any objections set out above in the original response to this interrogatory and the Teva Defendants
18 incorporate their original response into this supplemental response. The Teva Defendants
19 supplement their response as follows: With respect to the sales representatives and area managers
20 who promoted Actiq and Fentora, the Teva Defendants refer Plaintiff to documents previously
21 produced in this litigation that contain information responsive to this Interrogatory, including:

- 22 • The Cephalon Q4 2006 Fentora Incentive Compensation Plan for Pain Care Area
23 Managers may be found at TEVA_MDL_A_00455101;
- 24 • The Cephalon Q4 2006 Fentora Incentive Compensation Plan for PCS Market
25 Development Manager may be found at TEVA_MDL_A_00455105;
- 26 • The Cephalon Q4 2006 Fentora Incentive Compensation Plan for PCS Regional
27 Director may be found at TEVA_MDL_A_00455111;
- 28 • The Cephalon Q4 2006 Fentora Incentive Compensation Plan for Pain Care Specialist

- 1 may be found at TEVA_MDL_A_00455118;
- 2 • The Cephalon Q1 2007 Fentora Incentive Compensation Plan for Pain Care Area
- 3 Manager may be found at TEVA_MDL_A_00455121;
- 4 • The Cephalon Q2 2007 Fentora Incentive Compensation Plan for Pain Care Area
- 5 Manager may be found at TEVA_MDL_A_00455122;
- 6 • The Cephalon Q3 2007 Fentora Incentive Compensation Plan for Pain Care Area
- 7 Manager may be found at TEVA_MDL_A_00455123;
- 8 • The Cephalon Q4 2007 Fentora Incentive Compensation Plan for Pain Care Area
- 9 Manager may be found at TEVA_MDL_A_00455124;
- 10 • The Cephalon Q1 2007 Fentora Incentive Compensation Plan for Pain Care Market
- 11 Development Manager may be found at TEVA_MDL_A_00455125;
- 12 • The Cephalon Q2 2007 Fentora Incentive Compensation Plan for Pain Care Market
- 13 Development Manager may be found at TEVA_MDL_A_00455126;
- 14 • The Cephalon Q3 2007 Fentora. Incentive Compensation Plan for Pain Care Market
- 15 Development Manager may be found at TEVA_MDL_A_00455127;
- 16 • The Cephalon Q4 2007 Fentora Incentive Compensation Plan for Pain Care Market
- 17 Development Manager may be found at TEVA_MDL_A_00455128;
- 18 • The Cephalon Q1 2007 Fentora Incentive Compensation Plan for Pain Care Regional
- 19 Director may be found at TEVA_MDL_A_00455129;
- 20 • The Cephalon Q2 2007 Fentora Incentive Compensation Plan for Pain Care Regional
- 21 Director may be found at TEVA_MDL_A_00455130;
- 22 • The Cephalon Q3 2007 Fentora Incentive Compensation Plan for Pain Care Regional
- 23 Director may be found at TEVA_MDL_A_00455131;
- 24 • The Cephalon Q4 2007 Fentora Incentive Compensation Plan for Pain Care Regional
- 25 Director may be found at TEVA_MDL_A_00455132;
- 26 • The Cephalon Q1 2007 Fentora Incentive Compensation Plan for Pain Care Specialist
- 27 may be found at TEVA_MDL_A_00455136;
- 28 • The Cephalon Q2 2007 Fentora Incentive Compensation Plan for Pain Care Specialist

- 1 may be found at TEVA_MDL_A_00455138;
- 2 • The Cephalon Q3 2007 Fentora Incentive Compensation Plan for Pain Care Specialist
- 3 may be found at TEVA_MDL_A_00455140;
- 4 • The Cephalon Q4 2007 Fentora Incentive Compensation Plan for Pain Care Specialist
- 5 may be found at TEVA_MDL_A_00455133;
- 6 • The Cephalon Q1 2008 Fentora Incentive Compensation Plan for Pain Care Area
- 7 Manager may be found at TEVA_MDL_A_00455142;
- 8 • The Cephalon Q2 2008 Fentora Incentive Compensation Plan for Pain Care Area
- 9 Manager may be found at TEVA_MDL_A_00455143;
- 10 • The Cephalon Q3 2008 Fentora Incentive Compensation Plan for Pain Care Area
- 11 Manager may be found at TEVA_MDL_A_00455144;
- 12 • The Cephalon Q4 2008 Fentora Incentive Compensation Plan for Pain Care Area
- 13 Manager may be found at TEVA_MDL_A_00455145;
- 14 • The Cephalon Q1 2008 Fentora Incentive Compensation Plan for Pain Care Specialist
- 15 may be found at TEVA_MDL_A_00455146;
- 16 • The Cephalon Q2 2008 Fentora Incentive Compensation Plan for Pain Care Specialist
- 17 may be found at TEVA_MDL_A_00455149;
- 18 • The Cephalon Q3 2008 Fentora Incentive Compensation Plan for Pain Care Specialist
- 19 may be found at TEVA_MDL_A_00455152;
- 20 • The Cephalon Q4 2008 Fentora Incentive Compensation Plan for Pain Care Specialist
- 21 may be found at TEVA_MDL_A_00455155;
- 22 • The Cephalon Q1 2009 Fentora Incentive Compensation Plan for Pain Care Area
- 23 Manager may be found at TEVA_MDL_A_00455158;
- 24 • The Cephalon Q2 2009 Fentora Incentive Compensation Plan for Pain Care Area
- 25 Manager may be found at TEVA_MDL_A_00455159;
- 26 • The Cephalon Q3 2009 Fentora incentive Compensation Plan for Pain Care Area
- 27 Manager may be found at TEVA_MDL_A_00455160;
- 28 • The Cephalon Q4 2009 Fentora Incentive Compensation Plan for Pain Care Area

- 1 Manager may be found at TEVA_MDL_A_00455161;
- 2 • The Cephalon Q1 2009 Fentora Incentive Compensation Plan for Pain Care Regional
- 3 Director may be found at TEVA_MDL_A_00455162;
- 4 • The Cephalon Q2 2009 Fentora Incentive Compensation Plan for Pain Care Regional
- 5 Director may be found at TEVA_MDL_A_00455163;
- 6 • The Cephalon Q3 2009 Fentora Incentive Compensation Plan for Pain Care Regional
- 7 Director may be found at TEVA_MDL_A_00455164;
- 8 • The Cephalon Q4 2009 Fentora Incentive Compensation Plan for Pain Care Regional
- 9 Director may be found at TEVA_MDL_A_00455165;
- 10 • The Cephalon Q1 2009 Fentora Incentive Compensation Plan for Pain Care Specialist
- 11 may be found at TEVA_MDL_A_00455166;
- 12 • The Cephalon Q2 2009 Fentora Incentive Compensation Plan for Pain Care Specialist
- 13 may be found at TEVA_MDL_A_00455169;
- 14 • The Cephalon Q3 2009 Fentora Incentive Compensation Plan for Pain Care Specialist
- 15 may be found at TEVA_MDL_A_00455172;
- 16 • The Cephalon Q4 2009 Fentora Incentive Compensation Plan for Pain Care Specialist
- 17 may be found at TEVA_MDL_A_00455176;
- 18 • The Cephalon Q1 2010 Fentora Incentive Compensation Plan for Pain Care Area
- 19 Manager may be found at TEVA_MDL_A_00455181;
- 20 • The Cephalon Q2 2010 Fentora Incentive Compensation Plan for Pain Care Area
- 21 Manager may be found at TEVA_MDL_A_00455182;
- 22 • The Cephalon Q3 2010 Fentora Incentive Compensation Plan for Pain Care Area
- 23 Manager may be found at TEVA_MDL_A_00455183;
- 24 • The Cephalon Q1 2010 Fentora Incentive Compensation Plan for Pain Care Regional
- 25 Director may be found at TEVA_MDL_A_00455184;
- 26 • The Cephalon Q2 2010 Fentora Incentive Compensation Plan for Pain Care Regional
- 27 Director may be found at TEVA_MDL_A_00455185;
- 28 • The Cephalon Q3 2010 Fentora Incentive Compensation Plan for Pain Care Regional

- 1 Director may be found at TEVA_MDL_A_00455186;
- 2 • The Cephalon Q1 2010 Fentora Incentive Compensation Plan for Pain Care Specialist
- 3 may be found at TEVA_MDL_A_00455187;
- 4 • The Cephalon Q2 2010 Fentora Incentive Compensation Plan for Pain Care Specialist
- 5 may be found at TEVA_MDL_A_00455191;
- 6 • The Cephalon Q3 2010 Fentora Incentive Compensation Plan for Pain Care Specialist
- 7 may be found at TEVA_MDL_A_00455195;
- 8 • The Cephalon First Semester 2011 Fentora Incentive Compensation Plan for Pain Care
- 9 Arca Manager may be found at TEVA_MDL_A_00406534;
- 10 • The Cephalon Second Semester 2011 Fentora Incentive Compensation Plan for Pain
- 11 Care Area Manager may be found at TEVA_MDL_A_00406538;
- 12 • The Cephalon First Semester 2011 Fentora Incentive Compensation Plan for Pain Care
- 13 Specialist may be found at TEVA_MDL_A_00406548;
- 14 • The Cephalon Second Semester 201 1 Fentora Incentive Compensation Plan for Pain
- 15 Care Specialist may be found at TEVA_MDL_A_00406561;
- 16 • The Cephalon First Semester 2011 Fentora Incentive Compensation Plan for Pain Care
- 17 Regional Director may be found at TEVA_MDL_A_00406555;
- 18 • The Ccephalon Second Semester 2011 Fentora Incentive Compensation Plan for Pain
- 19 Care Regional Director may be found at TEVA_MDL_A_00406558;
- 20 • The Teva 2012 Annual Incentive Plan for Pain Care Sales Specialists may be found at
- 21 TEVA_MDL_A_00406383;
- 22 • The Teva 2013 Annual Incentive Plan for Pain Care Area Sales Director may be found
- 23 at TEVA_MDL_A_00406389;
- 24 • The Teva 2013 Annual Incentive Plan for Pain Care Regional Sales Manager may be
- 25 found at TEVA_MDL_A_00406394;
- 26 • The Teva 2013 Annual Incentive Plan for Pain Care Sales Specialist may be found at
- 27 TEVA_MDL_A_00406399;
- 28 • The Teva 2014 Annual Incentive Plan for Pain Care Area Sales Director may be found

- 1 at TEVA_MDL_A_00406411;
- 2 • The Teva 2014 Annual Incentive Plan for Pain Care Regional Sales Manager may be
- 3 found at TEVA_MDL_A_00406416;
- 4 • The Teva 2014 Annual Incentive Plan for Pain Care Sales Specialist may be found at
- 5 TEVA_MDL_A_0040642;
- 6 • The Teva 2015 Annual Incentive Plan for Pain Care Arca Sales Director may be found
- 7 at TEVA_MDL_A_00406516;
- 8 • The Teva 2015 Annual Incentive Plan for Pain Care Regional Sales Manager may be
- 9 found at TEVA_MDL_A_00406521;
- 10 • The Teva 2015 Annual Incentive Plan for Pain Care Sales Specialist may be found at
- 11 TEVA_MDL_A_00406526; and
- 12 • The Teva Q4 2016 Fentora Promotional Outreach Program Plan may be found at
- 13 TEVA_MDL_A_03438159.

14 The Teva Defendants further respond that the Teva-Acquired Actavis Entities have not

15 promoted, marketed, or sold any branded opioid product and have not promoted or otherwise any

16 marketed any generic opioid product other than to announce their availability and pricing. The

17 Teva Defendants further state that the Teva-Acquired Actavis Entities have not employed “sales

18 representatives” that called on or detailed physicians in California or otherwise. The Teva

19 Defendants further state that Teva-Acquired Actavis Entities’ national account managers were

20 responsible for specific client accounts and not responsible for specific geographic regions. For a

21 period of time, a portion of the individual performance of employees who managed individual

22 customer accounts, including sales of the Teva-Acquired Actavis Entities’ entire portfolio of

23 generic products to those customers, included performance of certain “focus products.” The

24 identity of the focus products varied and, at times, included opioid products. Documents that

25 describe the parameters of certain of the Teva-Acquired Actavis Entities’ incentive compensation

26 plans that the Teva Defendants understand to apply to these employees can be found at:

- 27 • Acquired_Actavis_01169588;
- 28 • Acquired_Actavis_01169598;

- 1 • Acquired_Actavis_01169602;
- 2 • Acquired_Actavis_01170714;
- 3 • Acquired_Actavis_01170734;
- 4 • Acquired_Actavis_01183766;
- 5 • Acquired_Actavis_01865511; and
- 6 • Acquired_Actavis_01865066.

7 **INTERROGATORY NO. 74:**

8 Identify each of YOUR OPIOID addiction treatment products currently on the market and
9 those for which you have FDA approval but have not yet marketed but plan to do so.

10 **RESPONSE TO INTERROGATORY NO. 74:**

11 The Teva Defendants reassert and incorporate each of the foregoing General Objections
12 set forth above into this response. The Teva Defendants further object to this Request to the
13 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
14 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
15 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
16 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
17 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
18 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
19 purports to encompass, without limitation “each” such “OPIOID addiction treatment products
20 currently on the market and those for which [the Teva Defendants] have FDA approval but have
21 not yet marketed but plan to do so.” The Teva Defendants object to this Interrogatory on the
22 grounds that “addiction treatment products,” “on the market,” and “marketed” are undefined,
23 vague, ambiguous and overbroad. The Teva Defendants object to this Interrogatory as not
24 reasonably limited in time or scope. The Teva Defendants object to this Interrogatory as overly
25 broad, unduly burdensome, and not proportional to the needs of this case because it is not limited
26 in geographic scope when the allegations in this case are limited to California.

27 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
28 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted

1 discovery because Plaintiff has exceeded the permitted number of specially prepared
2 interrogatories without providing a valid reason for propounding additional interrogatories.
3 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
4 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
5 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
6 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
7 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
8 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
9 as such, the Teva Defendants decline to respond.

10 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 74:**

11 The Teva Defendants supplement their responses to this special interrogatory as directed by
12 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
13 any objections set out above in the original response to this interrogatory and the Teva Defendants
14 incorporate their original response into this supplemental response. The Teva Defendants
15 supplement their response as follows: The Teva Defendants refer Plaintiff to a list of Opioid
16 Containing Products manufactured by the Teva Defendants, which may be found at
17 TEVA_MDL_A_00455201. The Teva Defendants further refer Plaintiff to the Teva Generics
18 Product Catalog, which may be accessed at [https://www.tevagerenics.com/products/product-](https://www.tevagerenics.com/products/product-search/)
19 [search/](https://www.tevagerenics.com/products/product-search/).

20 **INTERROGATORY NO. 75:**

21 For each OPIOID addiction treatment product identified in YOUR response to the above
22 interrogatory, identify the latest available monthly and annual average wholesale prescription and
23 unit prices actually paid by YOUR customers for each of YOUR OPIOID prescriptions or units
24 sold.

25 **RESPONSE TO INTERROGATORY NO. 75:**

26 The Teva Defendants reassert and incorporate each of the foregoing General Objections
27 set forth above into this response. The Teva Defendants further object to this Request to the
28 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent

1 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
2 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
3 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
4 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
5 Defendants further object to this Interrogatory as overbroad and unduly burdensome because it
6 purports to encompass, without limitation “each” such “OPIOID addiction treatment product
7 identified in [the Teva Defendants’] response to the above interrogatory.” The Teva Defendants
8 object to this Interrogatory on the grounds that “addiction treatment product,” “wholesale
9 prescription price,” “unit price,” “actually paid,” and “customers” are undefined, vague,
10 ambiguous and overbroad. The Teva Defendants object to this Interrogatory as not reasonably
11 limited in time or scope. The Teva Defendants object to this Interrogatory as overly broad, unduly
12 burdensome, and not proportional to the needs of this case because it is not limited in geographic
13 scope when the allegations in this case are limited to California.

14 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
15 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
16 discovery because Plaintiff has exceeded the permitted number of specially prepared
17 interrogatories without providing a valid reason for propounding additional interrogatories.
18 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
19 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
20 the Interrogatories are warranted due to “the need for discovery concerning the service issue set
21 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
22 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
23 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
24 as such, the Teva Defendants decline to respond.

25 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 75:**

26 The Teva Defendants supplement their responses to this special interrogatory as directed by
27 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
28 any objections set out above in the original response to this interrogatory and the Teva Defendants

1 incorporate their original response into this supplemental response. The Teva Defendants
2 supplement their response as follows: The Teva Defendants refer Plaintiff to the Response to
3 Interrogatory No. 29, which contains documents related to sales.

4 **INTERROGATORY NO. 76:**

5 Identify the specific Teva-related entity that employed the following individuals after
6 2011: Baeder, Christine; Baldassano, Valli; Bearer, Deborah; Beckhardt, Stacey; Boyer, Andy;
7 Condodina, Cynthia; Ceballos, Lori; Ciampi, Louis; Condodina, Cynthia; Day, Matthew;
8 DeWildt, Charles; Dorsey, Michael; Grillone, Meghan; Hassler, John; Mara, James; Marchione,
9 Carol; McGinn, Colleen; Merris, Geoffrey; Myers, David; Nikolaus, Matt; Spokane, Randy;
10 Tomkiewicz, Joseph; Tomsky, Scott; Walker, Michael.

11 **RESPONSE TO INTERROGATORY NO. 76:**

12 The Teva Defendants reassert and incorporate each of the foregoing General Objections
13 set forth above into this response. The Teva Defendants further object to this Request to the
14 extent that it seeks to impose obligations upon the Teva Defendants broader than or inconsistent
15 with the California Code of Civil Procedure. The Teva Defendants further object on the grounds
16 that the Interrogatory is vague and ambiguous, overbroad, unduly burdensome, and not
17 reasonably calculated to lead to the discovery of admissible evidence. The Teva Defendants
18 further object to the Interrogatory as not reasonably limited as to time or scope. The Teva
19 Defendants object to this Interrogatory as overly broad, unduly burdensome, and not proportional
20 to the needs of this case because it is not limited in geographic scope when the allegations in this
21 case are limited to California.

22 Subject to and without waiving the foregoing objections, the Teva Defendants respond as
23 follows: The Teva Defendants object to this Interrogatory as outside the scope of permitted
24 discovery because Plaintiff has exceeded the permitted number of specially prepared
25 interrogatories without providing a valid reason for propounding additional interrogatories.
26 Plaintiff states in its declaration that these Interrogatories “are intended to address the discovery
27 permitted by the Court in its December 20, 2018 and January 25, 2019 Minute Orders,” and that
28 the Interrogatories are warranted due to “the need for discovery concerning the service issue set

1 forth and permitted in the Court’s orders.” The December 20, 2018 and January 25, 2019 Minute
2 Orders permitted limited jurisdictional discovery related to Teva Ltd. There is no conceivable
3 way that this Interrogatory is relevant to limited jurisdictional discovery related to Teva Ltd., and,
4 as such, the Teva Defendants decline to respond.

5 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 76:**

6 The Teva Defendants supplement their responses to this special interrogatory as directed by
7 the Discovery Referee in Report & Recommendation No. 43. The Teva Defendants do not waive
8 any objections set out above in the original response to this interrogatory and the Teva Defendants
9 incorporate their original response into this supplemental response. The Teva Defendants
10 supplement their response as follows: The Teva Defendants refer Plaintiff to the following
11 documents, which contain information responsive to this Interrogatory:

- 12 • 2009–2011 Cephalon Organizational Charts, which may be found at
13 TEVA_MDL_A_00456410, TEVA_MDL_A_00456464, and
14 TEVA_MDL_A_00458276;
- 15 • 2012–2014 Teva Organizational Charts, which may be found at
16 TEVA_MDL_A_00459859–TEVA_MDL_A_00496639; and
- 17 • 2014–2015 Teva Organizational Charts, which may be found at
18 TEVA_MDL_A_00516839–TEVA_MDL_A_00537729.

19 DATED: July 23, 2020

MORGAN, LEWIS & BOCKIUS LLP

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21
22 By: /s/ Adam D. Teitcher
23 Collie F. James, IV
24 Adam D. Teitcher
25 Steven A. Reed, admitted *pro hac vice*
26 ATTORNEYS FOR DEFENDANTS TEVA
27 PHARMACEUTICALS USA, INC.,
28 CEPHALON, INC., ACTAVIS LLC, ACTAVIS
PHARMA, INC. F/K/A WATSON PHARMA,
INC., AND WATSON LABORATORIES, INC.

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APPENDIX B

- TEVA_MDL_A_00008045-TEVA_MDL_A_00008046;
- TEVA_MDL_A_00008049-TEVA_MDL_A_00008109;
- TEVA_MDL_A_00008111-TEVA_MDL_A_00008152;
- TEVA_MDL_A_00353650-TEVA_MDL_A_00353695;
- TEVA_MDL_A_00354058-TEVA_MDL_A_00354280;
- TEVA_MDL_A_00365567;
- TEVA_MDL_A_00366695;
- TEVA_MDL_A_00376055-TEVA_MDL_A_00376163;
- TEVA_MDL_A_00377348-TEVA_MDL_A_00377483;
- TEVA_MDL_A_00377494-TEVA_MDL_A_00382148;
- TEVA_MDL_A_00382156;
- TEVA_MDL_A_00382198-TEVA_MDL_A_00383483;
- TEVA_MDL_A_00383488-TEVA_MDL_A_00383599;
- TEVA_MDL_A_00383603-TEVA_MDL_A_00386719;
- TEVA_MDL_A_00386721-TEVA_MDL_A_00387288;
- TEVA_MDL_A_00387290-TEVA_MDL_A_00387438;
- TEVA_MDL_A_00387440;
- TEVA_MDL_A_00387442-TEVA_MDL_A_00387904;
- TEVA_MDL_A_00387906-TEVA_MDL_A_00390729;
- TEVA_MDL_A_00390733-TEVA_MDL_A_00390816;
- TEVA_MDL_A_00390820;
- TEVA_MDL_A_00390825-TEVA_MDL_A_00391213;
- TEVA_MDL_A_00391215-TEVA_MDL_A_00391746;
- TEVA_MDL_A_00391754-TEVA_MDL_A_00391794;
- TEVA_MDL_A_00391796-TEVA_MDL_A_00397985;
- TEVA_MDL_A_00497802-TEVA_MDL_A_00513904;

- 1 • TEVA_MDL_A_00600706;
- 2 • TEVA_MDL_A_00667404–TEVA_MDL_A_00667425;
- 3 • TEVA_MDL_A_00680754–TEVA_MDL_A_00680785;
- 4 • TEVA_MDL_A_00680787–TEVA_MDL_A_00680791;
- 5 • TEVA_MDL_A_00680793–TEVA_MDL_A_00680798;
- 6 • TEVA_MDL_A_00680803–TEVA_MDL_A_00680835;
- 7 • TEVA_MDL_A_00681368–TEVA_MDL_A_00681486;
- 8 • TEVA_MDL_A_00681491–TEVA_MDL_A_00681565;
- 9 • TEVA_MDL_A_00681573–TEVA_MDL_A_00681574;
- 10 • TEVA_MDL_A_00681578–TEVA_MDL_A_00681661;
- 11 • TEVA_MDL_A_00681663–TEVA_MDL_A_00681929;
- 12 • TEVA_MDL_A_00681932–TEVA_MDL_A_00682123;
- 13 • TEVA_MDL_A_00682125;
- 14 • TEVA_MDL_A_00710894;
- 15 • TEVA_MDL_A_00715188–TEVA_MDL_A_00715194;
- 16 • TEVA_MDL_A_00717356–TEVA_MDL_A_00717357;
- 17 • TEVA_MDL_A_00717943;
- 18 • TEVA_MDL_A_00718350;
- 19 • TEVA_MDL_A_00724380–TEVA_MDL_A_00724391;
- 20 • TEVA_MDL_A_00730822–TEVA_MDL_A_00730857;
- 21 • TEVA_MDL_A_00733817–TEVA_MDL_A_00734025;
- 22 • TEVA_MDL_A_00734029–TEVA_MDL_A_00734081;
- 23 • TEVA_MDL_A_00734099–TEVA_MDL_A_00734170;
- 24 • TEVA_MDL_A_00734173–TEVA_MDL_A_00734279;
- 25 • TEVA_MDL_A_00734286–TEVA_MDL_A_00734351;
- 26 • TEVA_MDL_A_00734372–TEVA_MDL_A_00734389;
- 27 • TEVA_MDL_A_00734403–TEVA_MDL_A_00734573;
- 28 • TEVA_MDL_A_00734578–TEVA_MDL_A_00734723;

- 1 • TEVA_MDL_A_00734727–TEVA_MDL_A_00735391;
- 2 • TEVA_MDL_A_00735395–TEVA_MDL_A_00735396;
- 3 • TEVA_MDL_A_00735406–TEVA_MDL_A_00735643;
- 4 • TEVA_MDL_A_00735645–TEVA_MDL_A_00735657;
- 5 • TEVA_MDL_A_00735678–TEVA_MDL_A_00735743;
- 6 • TEVA_MDL_A_00735746–TEVA_MDL_A_00735772;
- 7 • TEVA_MDL_A_00735777–TEVA_MDL_A_00735867;
- 8 • TEVA_MDL_A_00735883–TEVA_MDL_A_00735904;
- 9 • TEVA_MDL_A_00735907–TEVA_MDL_A_00735961;
- 10 • TEVA_MDL_A_00735966–TEVA_MDL_A_00736017;
- 11 • TEVA_MDL_A_00736020–TEVA_MDL_A_00736022;
- 12 • TEVA_MDL_A_00736024–TEVA_MDL_A_00736111;
- 13 • TEVA_MDL_A_00736139–TEVA_MDL_A_00736147;
- 14 • TEVA_MDL_A_00736153–TEVA_MDL_A_00736195;
- 15 • TEVA_MDL_A_00736198–TEVA_MDL_A_00736221;
- 16 • TEVA_MDL_A_00736228–TEVA_MDL_A_00736275;
- 17 • TEVA_MDL_A_00736282–TEVA_MDL_A_00736435;
- 18 • TEVA_MDL_A_00736439–TEVA_MDL_A_00736520;
- 19 • TEVA_MDL_A_00736522–TEVA_MDL_A_00736638;
- 20 • TEVA_MDL_A_00736643–TEVA_MDL_A_00736643;
- 21 • TEVA_MDL_A_00736646–TEVA_MDL_A_00736837;
- 22 • TEVA_MDL_A_00736839;
- 23 • TEVA_MDL_A_00736843–TEVA_MDL_A_00736890;
- 24 • TEVA_MDL_A_00736893–TEVA_MDL_A_00737175;
- 25 • TEVA_MDL_A_00737178–TEVA_MDL_A_00737464;
- 26 • TEVA_MDL_A_00737466–TEVA_MDL_A_00737505;
- 27 • TEVA_MDL_A_00737509;
- 28 • TEVA_MDL_A_00737512–TEVA_MDL_A_00737533;

- 1 • TEVA_MDL_A_00737549–TEVA_MDL_A_00738293;
- 2 • TEVA_MDL_A_00738295;
- 3 • TEVA_MDL_A_00738297–TEVA_MDL_A_00738516;
- 4 • TEVA_MDL_A_00738520;
- 5 • TEVA_MDL_A_00738524–TEVA_MDL_A_00738606;
- 6 • TEVA_MDL_A_00738611;
- 7 • TEVA_MDL_A_00738617–TEVA_MDL_A_00738736;
- 8 • TEVA_MDL_A_00738745–TEVA_MDL_A_00738768;
- 9 • TEVA_MDL_A_00738772–TEVA_MDL_A_00739182;
- 10 • TEVA_MDL_A_00739203–TEVA_MDL_A_00739357;
- 11 • TEVA_MDL_A_00739362–TEVA_MDL_A_00739393;
- 12 • TEVA_MDL_A_00739396–TEVA_MDL_A_00739431;
- 13 • TEVA_MDL_A_00739447–TEVA_MDL_A_00739501;
- 14 • TEVA_MDL_A_00739504–TEVA_MDL_A_00739524;
- 15 • TEVA_MDL_A_00739527–TEVA_MDL_A_00739546;
- 16 • TEVA_MDL_A_00739549–TEVA_MDL_A_00739618;
- 17 • TEVA_MDL_A_00739620;
- 18 • TEVA_MDL_A_00739622–TEVA_MDL_A_00739860;
- 19 • TEVA_MDL_A_00739863–TEVA_MDL_A_00740461;
- 20 • TEVA_MDL_A_00740476–TEVA_MDL_A_00753047;
- 21 • TEVA_MDL_A_00753051;
- 22 • TEVA_MDL_A_00753055;
- 23 • TEVA_MDL_A_00753057–TEVA_MDL_A_00753233;
- 24 • TEVA_MDL_A_00753237–TEVA_MDL_A_00753341;
- 25 • TEVA_MDL_A_00753344–TEVA_MDL_A_00753381;
- 26 • TEVA_MDL_A_00753384–TEVA_MDL_A_00753394;
- 27 • TEVA_MDL_A_00753396–TEVA_MDL_A_00753445;
- 28 • TEVA_MDL_A_00753449–TEVA_MDL_A_00753927;

- 1 • TEVA_MDL_A_00753929–TEVA_MDL_A_00754132;
- 2 • TEVA_MDL_A_00754134–TEVA_MDL_A_00754165;
- 3 • TEVA_MDL_A_00754174–TEVA_MDL_A_00754370;
- 4 • TEVA_MDL_A_00754373–TEVA_MDL_A_00754379;
- 5 • TEVA_MDL_A_00754381–TEVA_MDL_A_00754421;
- 6 • TEVA_MDL_A_00754468–TEVA_MDL_A_00754871;
- 7 • TEVA_MDL_A_00754873–TEVA_MDL_A_00755071;
- 8 • TEVA_MDL_A_00755178–TEVA_MDL_A_00755275;
- 9 • TEVA_MDL_A_00755284–TEVA_MDL_A_00755316;
- 10 • TEVA_MDL_A_00756523–TEVA_MDL_A_00756886;
- 11 • TEVA_MDL_A_01086422; and
- 12 • TEVA_MDL_A_04088925–TEVA_MDL_A_04094833.

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