

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

IN RE NATIONAL PRESCRIPTION  
OPIATE LITIGATION

MDL No. 2804

Case No. 17-MD-2804

This document relates to:

Judge Dan Aaron Polster

*Track 3 Cases.*

**DEFENDANTS WALGREEN CO., WALGREEN EASTERN CO.,  
AND WALGREENS BOOTS ALLIANCE, INC.’S WRITTEN RESPONSES TO  
CERTAIN OF PLAINTIFFS’ RULE 30(b)(6) TOPICS**

Defendants Walgreen Co., Walgreen Eastern Co., and Walgreens Boots Alliance, Inc. (“Walgreens”) hereby respond to certain of Plaintiffs’ Rule 30(b)(6) Topics (“Topics”) in accordance with the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Ohio, the Case Management Orders in these cases, and the agreement of the parties.

**GENERAL OBJECTIONS**

1. These responses are made solely for the purpose of this multidistrict litigation. By responding to these Topics, Walgreens does not waive any objections that it may have to the admission into evidence of these responses, or any documents and things produced in response to these Topics, on any applicable grounds. Walgreens reserves the right to object on any ground at any time to a request for further responses to these Topics, as well as the right to revise, correct, add to, supplement, or clarify any of the objections contained herein at any time.

2. Walgreens objects to the Definitions and Instructions used in these Topics to the extent that they purport to impose obligations or burdens on Walgreens that go beyond those imposed by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Ohio, the Case Management Orders, and the Discovery Rulings entered in this action (referred



to collectively as “Discovery Rules”). Walgreens will comply with the Discovery Rules, but assumes no further obligation in responding to these Topics.

3. Walgreens objects to these Topics to the extent that they seek discovery that is not relevant to any party’s claims or defenses.

4. Walgreens objects to these Topics to the extent they are not proportional to the needs of these cases, considering the importance of the issues at stake, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit, and that otherwise goes beyond the scope of permissible discovery at this stage of these proceedings.

5. Walgreens objects to these Topics to the extent they seek discovery that is not relevant to the Track 3 cases.

6. Walgreens objects to these Topics to the extent that they seek information or documents that are protected from disclosure by the attorney-client privilege, work product doctrine, joint defense privilege, common interest privilege, or any other applicable privilege or protection (“privileged information”).

7. Walgreens objects to these Topics, and to the Definitions and Instructions included with them, to the extent that any Topic, Definition, or Instruction seeks disclosure of information protected by any confidentiality obligation owed to a third party. Walgreens will not disclose or produce such information or documents absent notice to and, if required, consent of the third party or entry of a court order compelling production.

8. Walgreens objects to these Topics to the extent that they seek information that (a) is in Plaintiffs’ possession, custody, or control; (b) is not in Walgreens’ possession, custody,

or control; (c) is equally or more readily available from sources other than Walgreens; (d) Plaintiffs can obtain from other sources that are more convenient, less burdensome, and/or less expensive than requiring Walgreens to provide the information; (e) is not reasonably accessible to Walgreens; and/or (f) is publicly available to Plaintiffs. With regard to any response that Walgreens provides, Walgreens' response will be limited to relevant, responsive, and non-privileged information or documents in its possession, custody, or control located after a reasonable search that is proportional to the needs of these cases.

9. Walgreens objects to these Topics to the extent that they contain terms that are not defined or terms that are defined in a vague, ambiguous, or unintelligible manner.

10. Walgreens objects to these Topics, and to the Definitions and Instructions, to the extent that any Topic, Definition, or Instruction: (a) is unduly burdensome, oppressive, overly broad, ambiguous, confusing, or vague; (b) is duplicative or unreasonably cumulative of other discovery in this investigation; or (c) calls for Walgreens to draw a legal conclusion in order to respond.

11. Walgreens objects to each Topic to the extent that it seeks premature expert discovery or disclosure of expert opinions. Walgreens will provide expert discovery and disclosures on the dates set by the Court in compliance with the Discovery Rules.

12. Walgreens objects to the extent the Topics seek improper lay opinion or make erroneous statements of law. Any response to the Topics shall be as to matters of fact only and shall not be construed as stating or implying any conclusion of law concerning any of the Topics.

13. Walgreens' investigation and discovery are ongoing as to all matters referred to in these objections and responses to the Topics. Walgreens' responses are based upon

information that has been collected and reviewed to date for the purpose of responding to these Topics, and they are not prepared from the personal knowledge of any single individual.

Walgreens reserves the right to amend and supplement these responses as discovery and this litigation proceed.

14. Walgreens objects to topics that are not described with reasonable particularity, as required by Federal Rule of Civil Procedure 30(b)(6).

15. Walgreens objects to the Topics to the extent they seek information regarding distribution-related topics, suspicious order monitoring and reporting, or any other topic covered during plaintiffs' Rule 30(b)(6) questioning of Walgreens in Track 1. Walgreens prepared its Rule 30(b)(6) witnesses for multiple days of testimony in Track 1, and plaintiffs covered distribution-related topics in Rule 30(b)(6) questioning at length. Walgreens will not offer responses on those same topics again.

16. Walgreens objects to the Topics to the extent they mischaracterize the obligations imposed on pharmacists, pharmacies, or companies that own pharmacies, particularly with respect to the dispensing of controlled substances under federal law, and to the extent they seek to impose additional obligations other than those required by federal law.

**OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

1. Walgreens objects to the Definitions of "You" and "Your" on the grounds that they are overly broad, vague, ambiguous, and purport to extend the Topics beyond the Walgreens entities that are named as Defendants in this litigation and seek information and documents that are not in Walgreens' possession, custody, or control. For purposes of its responses, Walgreens will define "You" and "Your" to mean Walgreen Co., Walgreen Eastern Co., and Walgreens Boots Alliance, Inc. and will respond with regard to information and documents in those entities' possession, custody, or control.

2. Walgreens objects to the Definitions of “Document” and “Communication” to the extent that they seek to impose obligations on Walgreens beyond those imposed by the Discovery Rules. Walgreens will respond in accordance with the applicable Discovery Rules and assumes no further obligation.

3. Walgreens objects to the Definitions of “Opioid,” “Opioids,” “Opioid Product,” and “Opioid Products” on the grounds that they are overly broad, vague, ambiguous, and unduly burdensome and, as defined by Plaintiffs, seek discovery that is not relevant to any party’s claims or defenses, nor proportional to the needs of these cases. For purposes of responding to these Topics, Walgreens will interpret “Opioid,” “Opioids,” “Opioid Product,” and “Opioid Products” to mean oxycodone, hydrocodone, hydromorphone, fentanyl, oxymorphone, morphine, methadone, and tapentadol, including the brand names for those Opioids – Oxycontin, Dilaudid, Hysingla, Targin, Kadian, Norco, Actiq, Duragesic, Nucynta, Opana, Percocet, Subsys, Exalgo, Roxicodone, Xartemis, and Methadose.

4. Walgreens objects to the Definition of “Suspicious Order” to the extent that it differs from or extends beyond the Definition of “Suspicious Order” that appears in 21 C.F.R. § 1301.74, which includes orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency. Walgreens further objects to the extent that Plaintiffs’ Definition of “Suspicious Order” incorporates Plaintiffs’ Definitions of “Opioids” and “Opioid Products” on the grounds that it is overly broad, vague, ambiguous, and unduly burdensome and, as defined by Plaintiffs, seeks discovery that is not relevant to any party’s claims or defenses, nor proportional to the needs of these cases. For purposes of its responses, Walgreens will interpret “Suspicious Order” using the DEA’s definition for this term as it relates to “Opioids” and “Opioid Products” as defined by Walgreens above.

5. Walgreens objects to the Definition of “Reasonably available” as overbroad, ambiguous, and unduly burdensome. Walgreens objects to the Topics to the extent they seek information that is not within Walgreens’ possession, custody, or control, or information that is not maintained in the ordinary course of business.

6. Walgreens objects to the Definition of “Red Flag” because it is vague and ambiguous.

7. Walgreens objects to the Definition of the terms “You and “Your” in the Topics because it is overly broad, vague, and ambiguous, encompassing business units and “affiliated” entities. Walgreens objects to the Topics to the extent they seek the knowledge of any person or entity other than the Walgreens entities that are named Defendants in the Track 3 cases.

8. Walgreens objects to Plaintiffs’ Instructions regarding the “Duty to Designate,” “Duty to Substitute,” and “Duty to Prepare” to the extent those Instructions impose obligations on Walgreens that are inconsistent with the Federal Rules of Civil Procedure, including Rule 30, the MDL Case Management Orders, and the Deposition Protocol Order.

9. Walgreens reserves the right to supplement and amend any of its general objections, specific objections, or responses based upon, among other things, discovery of additional facts and materials and other developments in this action. Walgreens reserves all objections as to the admissibility of any information provided in response to the Topics at trial in this or any other proceeding or action for any purpose whatsoever.

**OBJECTIONS AND RESPONSES TO CERTAIN OF  
PLAINTIFFS’ “DOCUMENT” 30(b)(6) TOPICS**

**Topic No. 3. In lieu of a written response to General Topic No. 10, offer to provide in writing performance metrics in place at Walgreens to evaluate pharmacist performance and compensation with respect to dispensing, including, but not limited to, pharmacy performance metrics to the extent they are considered as part of pharmacist performance and compensation throughout the relevant period. Written response will also include, for**

**the relevant CII opioids and Cocktail drugs, the identification of methods Walgreens used to collect, record, and maintain data used in those performance metrics.**

In addition to the objections above, Walgreens objects that this Topic is vague and ambiguous as to “performance metrics.” Walgreens objects that this Topic is overly broad and unduly burdensome, and not proportional to the needs of these cases, in that it seeks *all* pharmacist performance metrics for an unlimited time period. Walgreens objects that this Topic is not relevant to any claim or defense in these cases. Walgreens objects that this Topic duplicates discovery taken in Track 1.

Subject to and without waiving these objections, Walgreens incorporates by reference its response to Track 1 Plaintiffs’ Interrogatory No. 29 and the compensation policies and related documents cited there. Walgreens further states that during the relevant timeframe, Walgreens has evaluated its pharmacists’ performance and compensation with respect to dispensing in a variety of ways. Since approximately the 2013-2014 timeframe, Walgreens’ Pharmaceutical Integrity department has run regular reports, known as GFD Opportunities reports, generated from Walgreens’ dispensing data, on its pharmacies’ and pharmacists’ dispensing of controlled substances, for field leadership to compare those pharmacies and pharmacists to their peers at Walgreens to determine whether coaching on filling prescriptions or other discipline is appropriate. With respect to the methods Walgreens uses to collect, record, and maintain the data used in these reports, Walgreens incorporates by reference its responses to Document Topics No. 1 and No. 2. Walgreens further states that Walgreens’ reporting server pulls the dispensing data used to generate these reports from Walgreens’ enterprise data warehouse. The reports are maintained on Pharmaceutical Integrity’s web portal and updated quarterly. Walgreens also evaluates pharmacists based on patient complaints regarding alleged errors in filling prescriptions to determine whether coaching or other discipline is appropriate.

Walgreens further states that it uses other metrics to evaluate and compensate pharmacists that are unrelated to the dispensing of prescription opioids. For example, Walgreens uses a proportion of days covered (PDC) metric to evaluate pharmacies based on their patients' adherence to medications for three disease states: diabetes, hypertension, and high cholesterol. The PDC metric evaluates pharmacies based on how many patients are adherent to their medications, which, in turn, is based on the number of days' supply a patient has on hand of the medication in a calendar year. In addition, pharmacists are evaluated based on how often they meet the time promised to a patient for the filling of a prescription; prescriptions for controlled substances are not evaluated based on the promised time. Walgreens also evaluates its pharmacists based on a store's total prescription count, adjusted to remove prescriptions for controlled substances, and to account for 90-day prescriptions (i.e., controlled substance prescriptions are not included in the total count, and 90-day prescriptions are multiplied by three before being included in the count). Walgreens also evaluates pharmacists based on patient complaints regarding alleged errors in filling prescriptions to determine whether coaching or other discipline is appropriate.

**TOPIC NO. 4. Plaintiffs will accept in writing the identification of dispensing data that is sold (or otherwise provided) by Walgreens to IQVIA, IMS, or other third party data vendors identified following a reasonable search, when such data was sold (or otherwise provided) and any geographic or store variables (i.e., whether Lake and Trumbull County stores differ from other Walgreens stores).**

In addition to the objections above, Walgreens objects that this Topic is vague and ambiguous as to "otherwise provided" and "other third party data vendors." Walgreens objects that this Topic is overly broad and unduly burdensome, and not proportional to the needs of these cases, in that it seeks information for an unlimited time period. Walgreens objects that this Topic is not relevant to any claim or defense in these cases.



Subject to and without waiving these objections, Walgreens states that it provides dispensing data to Surescripts, which supplies that data to prescription drug monitoring programs nationwide. Walgreens has been providing data to Surescripts since at least 2014. Walgreens also provides, and has provided, de-identified dispensing data to IQVIA (f/k/a “IMS Health”) pursuant to the parties’ contracts over time. Walgreens identifies the following contracts with IQVIA/IMS and data that were located following a reasonable search: WAGMDL00710215 - WAGMDL00710269; WAGMDL00749589 - WAGMDL00749646. In addition, third-party vendors such as Apriss, NARxCHECK, and PMP InterConnect are also involved in the pooling and/or integration of dispensing data for use by state prescription drug monitoring programs. For example, PMP InterConnect facilitates the transfer of prescription monitoring program data across state lines. It allows participating state PMPs across the United States to be linked for purposes of combating drug diversion and drug abuse nationwide. PMP InterConnect has been operational since 2011.

**TOPIC NO. 5. Plaintiffs will accept in writing the identification of data related to Opioids and Cocktail Drugs purchased or otherwise acquired by Walgreens from IQVIA, IMS, or other third party data vendors identified following a reasonable search, and the methods used by Walgreens to access and store such data including any geographic or store variables (i.e., whether Lake and Trumbull County stores differ from other Walgreens stores). The response will include the years such data was purchased or otherwise acquired.**

In addition to the objections above, Walgreens objects that this Topic is vague and ambiguous as to “otherwise acquired” and “other third party data vendors.” Walgreens objects that this Topic is overly broad and unduly burdensome, and not proportional to the needs of these cases, in that it seeks information for an unlimited time period. Walgreens objects that this Topic is not relevant to any claim or defense in these cases.

Subject to and without waiving these objections, Walgreens states that during the relevant timeframe, Surescripts has transmitted electronic prescriptions from prescribers to Walgreens.

Walgreens also has obtained prescriber data (prescriber names, addresses, phone numbers, specialties, DEA numbers, and NPI numbers) from LexisNexis (fka HMS) during the relevant timeframe. Walgreens also obtains DEA registration information, including which Schedules of controlled substances a prescriber may prescribe, from LexisNexis, and formerly obtained such information from NTIS. Walgreens also obtains data on prescriber specialty and dispensing patterns from IMS/IQVIA, including via the Controlled Substance Ratings tool. During the relevant timeframe, Walgreens has obtained drug utilization review (DUR) information from Medispan/Wolters Kluwer. Walgreens also identifies the following contracts and data that were located following a reasonable search: WAGMDL00710215 - WAGMDL00710269; WAGMDL00749589 - WAGMDL00749646. Walgreens also has access, as allowed by state law, to dispensing data for its patients that is available via state PDMP programs nationwide.

**TOPIC NO. 6. Offer to provide in writing the extent to which Walgreens’s dispensing data is used by any Walgreens analytics program related to prescriber, pharmacy or patient monitoring with respect to dispensing of the Relevant Schedule II Opioids and Cocktail Drugs and the identification of any other data sets used by those analytics programs to analyze Walgreens’s dispensing data. The response will also include which departments or groups at Walgreens utilized those analytics programs. Defendants and plaintiffs agree that this written response will include how such analytics programs and systems are run and were run, including if an algorithm is used and how that algorithm operates and operated historically.**

In addition to the objections above, Walgreens objects that this Topic is vague and ambiguous as to “analytics programs.” Walgreens objects that this Topic is overly broad and unduly burdensome, and not proportional to the needs of these cases, in that it seeks information for an unlimited time period, for *all* departments or groups at Walgreens that used these unspecified analytics programs. Walgreens objects that this Topic is not relevant to any claim or defense in these cases.

Subject to and without waiving these objections, and based on a reasonable search, Walgreens states that its pharmacists, pharmacy technicians, pharmacy managers, district

managers, area healthcare supervisors, loss prevention personnel, other district, area, and regional field leadership, as well as members of Walgreens' Pharmaceutical Integrity team, all have occasion to analyze or otherwise use Walgreens' dispensing data and patient profile information for patient or prescriber monitoring with respect to dispensing of prescription opioids and cocktail prescriptions. Pharmacists analyze this information in the course of filling prescriptions. Pharmaceutical Integrity runs regular reports, known as GFD Opportunities reports, generated from Walgreens' dispensing data, on its pharmacies and pharmacists, to compare them to other Walgreens pharmacies and pharmacists and to determine whether coaching on filling prescriptions may be appropriate. Walgreens' field leadership then uses such reports for coaching pharmacists. These reports are maintained on an internal Walgreens website. An automated query pulls the data from Walgreens' enterprise data warehouse quarterly and publishes it to a table from which the website pulls the data. Example prescriptions underlying the reports are updated monthly on the website, to facilitate field leaders' coaching of pharmacists. Walgreens' Pharmaceutical Integrity team and its field leadership are the principal users of these reports. Walgreens has generated these reports since approximately the 2013-2014 timeframe.

In addition, Pharmaceutical Integrity runs analytics reports on Walgreens' dispensing data for a variety of other purposes—both on its own data and on data it obtains from vendors such as IQVIA/IMS—e.g., when a pharmacist or other Walgreens team member has questions or concerns about a prescriber. If a medication changes schedule, a report may be run to determine if the change will impact the dispensing of that medication, or of other medications that may become a substitute. Field leaders may also reach out to Pharmaceutical Integrity for details on how a particular pharmacist is filling prescriptions. Walgreens generates these reports by

running a query on dispensing data maintained in Walgreens' enterprise data warehouse, and maintains them on Walgreens' reporting server and its computers.

Walgreens also uses additional data sets in its analytics, e.g., data on prescriber specialties from the National Plan and Provider Enumeration System (NPPES); data verifying prescriber DEA registration from LexisNexis; and data on NDCs and DURs from Medispan/Wolters Kluwer. These datasets have been in use since at least the mid-2000s.

Walgreens also uses third-party data from healthcare plans, e.g., to monitor patients paying for controlled substance prescriptions in cash, to determine whether different plans provide different coverage for the same prescription medications, and for other reasons. Walgreens' pharmacists and Pharmaceutical Integrity have access to such data for purposes of evaluating prescriptions.

In addition to Walgreens' pharmacists, field leadership, and Pharmaceutical Integrity team, other teams at Walgreens occasionally use Walgreens' dispensing-related analytics programs, including the inventory team and third-party operations, which works with health insurers.

**TOPIC NO. 7. A description of the methods used by Walgreens (or an outside vendor) to validate, standardize, and merge the dispensing data produced in this case. As used here, the words “validate, standardize, and merge” are intended to capture the means by which Walgreens performed quality control on its dispensing data, as well as the means by which historical data remained retrievable if and when data collection methods changed. It is also intended to capture geographic and store variables (i.e., whether Lake and Trumbull County stores differ from other Walgreens stores).**

In addition to the objections above, Walgreens objects to this Topic to the extent it is meant to capture anything other than the means by which Walgreens performed quality control on its dispensing data, as well as the means by which historical data remained retrievable if and when data collection methods changed. To the extent it is meant to capture anything else, Walgreens objects that this Topic is vague and ambiguous as to “validate, standardize, and merge.”

Subject to and without waiving these objections, Walgreens states that its dispensing data systems are maintained in an auditable and secure manner. Security permissions to access Walgreens' dispensing data are limited to approved individuals. Walgreens Intercom Plus system is designed with system redundancies, to prevent data loss and allow for access to data if portions go offline. Walgreens' EDW captures data from Intercom Plus daily. Once data is captured in EDW it cannot be edited or changed. Walgreens maintains audit logs, with multiple levels of review and signoff, to document changes to the code base, data structure, and reporting. Walgreens performs regular tests, validation, and reporting on its systems, which are monitored 24/7 with alerts in place for system failures or other issues, to notify the appropriate IT teams. Walgreens systems are configured so that prescription data entry and entry of patient information cannot be completed unless certain data points are entered correctly. For example, if the prescription is one for which refills are not allowed, the system will not allow the entry of a refill. If a field is meant to be completed with numbers rather than letters, the system will not allow it to be completed with letters. Walgreens' EDW system was built in approximately 2008, and all data in Intercom Plus was migrated to EDW for the first time at that point. Historical dispensing data is designed to be retrievable from Intercom Plus for 18 months and from EDW for eleven years.

In addition to the quality control that Walgreens performs on its dispensing data in the ordinary course, Walgreens took additional steps when it collected and produced dispensing data in this case. Walgreens identified relevant data fields and NDCs for production and developed query logic to target those fields and NDCs. Walgreens tested its query logic by running sample pulls of data (i.e., discrete time periods, locations, etc.) to ensure the completeness and accuracy of the data collected. To the extent a historical field was changed, a lookup table would track the

original and the updated values, and the date ranges for both. The structure of these lookup tables allowed for the query logic to pull the information relevant to a given prescription at the time of the prescription. The effective dates in the lookup tables appear in the source files. Specifically, tables requiring routine updates (e.g., Patient Zip Code and Prescriber Location) have an effective date field. Tables not requiring routine updates (e.g., Store Location) do not include effective dates, but are rarely updated.

Walgreens took steps to ensure that all relevant data was properly exported, transferred, and produced using control totals; throughout the process Walgreens ensured completeness of the data transfer and productions. Walgreens first identified all relevant prescriptions and generated a quality control number for those prescriptions. Subsequent queries were required to join in additional information from lookup tables. After the fields from the lookup tables were added, Walgreens ensured that the final data production record count matched the initial prescription count. Walgreens also ensured that this record count was consistent when data was exported from Walgreens systems. This process ensured that no records were missing or added during the data transfer and loading. There is no structural difference in the data fields for Lake and Trumbull counties and other stores.

In addition, Walgreens has compared its dispensing data production to the Walgreens data reflected in data produced from the Ohio Board of Pharmacy's Ohio Automated Rx Reporting System ("OARRS") for consistency.

To protect personal identifying information, including birthdates and social security numbers, three dispensing data fields were masked, patient id, patient date of birth, and dispensing pharmacist. In the data collection process, the query logic generates some duplicate prescriptions. This is a result of overlapping effective dates and duplicated records in lookup

tables. To address this known issue, Walgreens developed logic to identify and remove duplicated prescription records systematically.

**TOPIC NO. 8. Plaintiffs will accept in writing the identification of all divisions, units, or departments at Walgreens identified following a reasonable search who had access to some or all of the dispensing data referenced in numbers 1 and 2 above for analytics programs, including the Prescriber Monitoring Program, the Controlled Substances Dispensing Program, and any other programs related to patient or prescriber monitoring or tracking.**

In addition to the objections above, Walgreens objects to this topic as overly broad and unduly burdensome to the extent it seeks the identification of *all* divisions, units, or departments at Walgreens who had access to dispensing data for the specified analytics programs.

Subject to and without waiving these objections, and based on a reasonable search, Walgreens states that its dispensing data is available to its pharmacists, pharmacy technicians, pharmacy managers, district managers, area healthcare supervisors, asset protection personnel, other district, area, and regional field leadership, members of Walgreens' Health Analytics, Research, and Reporting team, and members of Walgreens' Pharmaceutical Integrity team, for patient and prescriber monitoring or tracking.

**TOPIC NO. 9. Plaintiffs will accept in writing the identification of dispensing data that is sold (or otherwise provided) by Walgreens to IQVIA, IMS, or other third party vendors that would have done due diligence and/or audits on dispensing of controlled substances.**

In addition to the objections above, Walgreens objects that this Topic is vague and ambiguous as to “otherwise provided,” “other third party vendors,” and “due diligence.” Walgreens objects that this Topic is overly broad and unduly burdensome, and not proportional to the needs of these cases, in that it seeks information for an unlimited time period. Walgreens objects that this Topic is not relevant to any claim or defense in these cases.

Subject to and without waiving these objections, and based on a reasonable search, Walgreens states that it does not sell (or otherwise provide) its dispensing data to third-party

vendors for the purpose of conducting due diligence and/or audits on Walgreens' dispensing of controlled substances.

Dated: February 15, 2021

Respectfully submitted,

WALGREEN CO., WALGREEN EASTERN CO.,  
and WALGREENS BOOTS ALLIANCE, INC.

By: /s/ Katherine M. Swift

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*Attorneys for Walgreen Co. Walgreen Eastern  
Co., and Walgreens Boots Alliance, Inc.*



**CERTIFICATE OF SERVICE**

I hereby certify that on this 15th day of February, 2021, the foregoing has been served on plaintiffs' and defense counsel via the following email lists:

[mdl2804discovery@motleyrice.com](mailto:mdl2804discovery@motleyrice.com)

[ext-Track3Defendants@jonesday.com](mailto:ext-Track3Defendants@jonesday.com)

*/s/ Katherine M. Swift* \_\_\_\_\_  
Katherine M. Swift

*Attorney for Walgreen Co. Walgreen Eastern Co.,  
and Walgreens Boots Alliance, Inc.*

**VERIFICATION**

I, Edward Bratton, subject to the penalties and laws relating to unsworn falsification to authorities, including 28 U.S.C. § 1746, state as follows:

I am a manager at Walgreen Co. and am authorized to make this verification on behalf of Walgreen Co., Walgreen Eastern Co., and Walgreens Boots Alliance, Inc. (“Walgreens”). I am making this verification on behalf of Walgreens only and no other party. The information provided by Walgreens in these Responses to Certain of Plaintiffs’ Rule 30(b)(6) Topics has been compiled by employees and legal counsel for Walgreens. Although I do not have personal knowledge of all of the information set forth herein, I am informed and believe that the matters stated herein are true and correct.

Dated: February 15, 2021

*Edward Bratton*

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Manager, Pharmaceutical Integrity, on behalf of  
Walgreens