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EXPEDITE  
 No Hearing Set  
 Hearing is Set  
Date:  
Time:

**FILED**  
MAY 09 2007  
SUPERIOR COURT  
BETTY J. GOULD  
THURSTON COUNTY CLERK

RECEIVED  
MAY 3 2007  
WILSON SMITH  
COCHRAN DICKERSON

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF THURSTON**

STATE OF WASHINGTON,

Plaintiff,

v.

PURDUE PHARMA L.P., a Delaware limited partnership; THE PURDUE FREDERICK COMPANY INC., a New York corporation; and PURDUE PHARMA INC., a New York corporation and the general partner of Purdue Pharma L.P.,

Defendants.

CAUSE NO. **07-2-00917-2**

**CONSENT JUDGMENT**

**CLERK ACTION REQUIRED**

**JUDGMENT SUMMARY**

Judgment Creditor:	State of Washington
Judgment Debtor:	Purdue Pharma L.P.; The Purdue Frederick Company Inc., and Purdue Pharma Inc.
Costs, Attorneys Fees & Other:	\$719,500.00 (as provided in Paragraph 25)
Total Judgment:	\$719,500.00
Attorney for Judgment Creditor:	Mary C. Lobdell Assistant Attorney General
Attorney for Judgment Debtor:	John Wilson Wilson Smith Cochran Dickerson Timothy Shea Bingham & McCutchen Attorneys for Defendants



1 C. "FDA Guidances for Industry" shall mean documents published by the United  
2 States Department of Health and Human Services, Food and Drug Administration ("FDA")  
3 that represent the FDA's current recommendations on a topic.

4 D. "Health Care Professional" or "Health Care Professionals" shall mean any  
5 person or persons duly licensed by relevant federal and/or state law to prescribe Schedule II  
6 pharmaceutical products, as well as duly licensed pharmacists, nurses and other licensed health  
7 professionals.

8 E. "Off-Label Promotion" shall mean the marketing and promotion of an Off-  
9 Label Use. Off-Label Promotion shall not mean discussion of the abuse and diversion of  
10 OxyContin that is not inconsistent with the Package Insert.

11 F. "Off-Label Use" shall mean any use inconsistent with the "Indications and  
12 Usage" section of the Package Insert.

13 G. "OxyContin" shall mean any controlled-release drug distributed by Purdue  
14 which contains oxycodone as an active pharmaceutical ingredient.

15 H. "Package Insert" shall mean the FDA approved label (as described in 21 C.F.R.  
16 §§ 201.56 and 57) for OxyContin, including all modifications to the label theretofore approved  
17 by the FDA.

18 I. "Parties" shall mean Purdue and the Signatory Attorneys General.

19 J. "Purdue" shall mean Purdue Pharma Inc., Purdue Pharma L.P., The Purdue  
20 Frederick Company Inc (d/b/a The Purdue Frederick Company), and all of their United States  
21 affiliates, subsidiaries, predecessors, successors, parents and assigns, who manufacture, sell,  
22 distribute and/or promote OxyContin.  
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1 K. "Remuneration" shall mean any gift, fee, or payment, exceeding twenty-five  
2 dollars (\$25.00) in value, provided by Purdue directly or indirectly in connection with  
3 marketing or promotion of OxyContin.

4 L. "Signatory Attorney General" shall mean the Attorney General, or his or her  
5 designee, who has agreed to this Judgment.  
6

7 M. "Subject Matter of this Judgment" shall mean the investigation under the State  
8 Consumer Protection Laws<sup>2</sup> of Purdue's promotional and marketing practices regarding  
9 OxyContin.  
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14 <sup>2</sup> ARIZONA Consumer Fraud Act, Ariz. Rev. Stat. §44-1521, *et. seq.*; ARKANSAS -  
15 Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101 *et seq.*; CALIFORNIA Business  
16 and Professions Code § 17200 *et seq* 17500 *et seq* ; CONNECTICUT – Connecticut Unfair  
17 Trade Practices Act, Conn. Gen. Stat. §42-110 *et seq.*; DISTRICT OF COLUMBIA – District  
18 of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901 *et seq.*; IDAHO -  
19 Consumer Protection Act, Idaho Code § 48-601 *et seq.*; ILLINOIS - Consumer Fraud and  
20 Deceptive Business Practices Act, 815 ILCS § 505/1 *et seq.* (2002); KENTUCKY - Consumer  
21 Protection Statute, KRS 367.170; LOUISIANA – Unfair Trade Practices and Consumer  
22 Protection Law, LSA-R.S. 51:1401 *et seq.*; MAINE – Unfair Trade Practices Act, 5 M.R.S.A.  
23 section 205-A *et. seq*; MARYLAND - Consumer Protection Act, Maryland Commercial Law  
24 Code Annotated § 13-101 *et seq.*; MASSACHUSETTS - Consumer Protection Act, M.G.L. c.  
25 93A *et seq.*; MONTANA - Mont. Code Ann. § 30-14-101 *et seq.*; NEBRASKA – Consumer  
26 Protection Act: Neb.Rev.Stat. 59-1601, *et seq.* (Reissue 2004 & RS Supp. 2006), Uniform  
Deceptive Trade Practices Act: Neb.Rev.Stat. 87-301 *et seq.* (Reissue 1999 & RS Supp.  
2006); NEVADA - Deceptive Trade Practices Act, Nevada Revised Statutes 598.0903 *et seq.*;  
NEW MEXICO – Unfair Practices Act" NMSA 1978, S 57-12-1 *et seq.* (1967); NORTH  
CAROLINA - Unfair and Deceptive Trade Practices Act, N.C.G.S. § 75-1.1 *et seq.*; OHIO -  
Consumer Sales Practices Act, R.C. § 1345.01 *et seq.*; OREGON - Unlawful Trade Practices  
Act, ORS 646.605 to 646.656; PENNSYLVANIA - Unfair Trade Practices and Consumer  
Protection Law, 73 P.S. § 201-1 *et seq.*; SOUTH CAROLINA - Unfair Trade Practices Act,  
Sections 39-5-10 *et seq.*; TENNESSEE - Consumer Protection Act, Tenn. Code Ann. § 47-18-  
101 *et seq.*, (1977); TEXAS - Deceptive Trade Practices and Consumer Protection Act, Tex.  
Bus. And Com. Code § 17.41 *et seq.*, (Vernon 2002); VERMONT - Consumer Fraud Act, 9  
V.S.A. § 2451 *et seq.*; VIRGINIA - Virginia Consumer Protection Act, Va. Code Ann. § 59.1 -  
196 *et seq.*; WASHINGTON - Washington Consumer Protection Act – R.C.W. 19.86 *et seq.*;  
WISCONSIN - Wis. Stat. § 100.18 (Fraudulent Representations).



1 | misrepresentations, Purdue, in the promotion and marketing of OxyContin, shall not represent,  
2 | except as may be set forth in the Package Insert, that: a) OxyContin is “nonaddictive” or  
3 | “virtually nonaddictive”; b) addiction to OxyContin occurs in “less than 1%” of patients being  
4 | treated with OxyContin; or c) OxyContin’s potential for abuse, addiction or physical  
5 | dependence differs from any other Schedule II opioid analgesic.  
6 |

7 |         6. In the promotion and marketing of OxyContin, Purdue shall not make any  
8 | written or oral promotional claim of safety or effectiveness for Off-Label Uses of OxyContin  
9 | in a manner that violates the Food, Drug and Cosmetic Act, 21 U.S.C. § 301 *et seq.* (“FDCA”),  
10 | and accompanying regulations as may be amended or supplemented, or as appearing in FDA  
11 | Guidances for Industry from time to time.  
12 |

13 |         7. Except upon a request for such information without solicitation by Purdue to  
14 | make the request, Purdue shall not provide to Health Care Professionals written materials  
15 | describing the Off-Label Use of OxyContin that have not appeared in a scientific or medical  
16 | journal or reference publication or any portion thereof. Purdue shall maintain records for three  
17 | (3) years of the identity of all Health Care Professionals to whom such materials relating to the  
18 | Off-Label Use of OxyContin have been provided. “Scientific or medical journal” is a  
19 | publication whose articles are published in accordance with regular peer-reviewed procedures;  
20 | that uses experts to review or provide comment on proposed articles; and that is not in the form  
21 | of a special supplement that has been funded in whole or in part by one or more manufacturers.  
22 | “Reference publication” is a publication that has no common ownership or other corporate  
23 | affiliation with a pharmaceutical or medical device manufacturer; that has not been written,  
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1 | edited, excerpted, or published specifically for, or at the request of, such a manufacturer; and  
2 | that has not been edited or significantly influenced by such a manufacturer.

3 |       8.     A.     When Purdue provides an individual or entity with any educational  
4 | grant, research grant, or other similar Remuneration relating to OxyContin, Purdue shall obtain  
5 | the recipient's agreement: (i) to clearly and conspicuously disclose the existence of said  
6 | funding or Remuneration to the readers of any resulting letter, study, research or other  
7 | materials which was supported by said funding or Remuneration, and (ii) to refund said  
8 | funding or Remuneration if such disclosure is not made.

9 |       B.     Purdue shall require that a recipient of any Remuneration from Purdue for the  
10 | promotion of OxyContin agree: (i) to clearly and conspicuously disclose the existence, nature  
11 | and purpose of the Remuneration to the participants in any educational event at which the  
12 | recipient discusses an Off-Label Use of OxyContin, and (ii) to refund said Remuneration if  
13 | such disclosure is not made.

14 |       C.     Purdue shall itself clearly and conspicuously disclose the existence of any grant  
15 | or other form of Remuneration that it has provided for the publication of a letter, study,  
16 | research or other material relating to OxyContin when Purdue disseminates or refers to said  
17 | letter, study, research or other material in communications with Health Care Professionals.

18 |       9.     Purdue shall comply with all applicable Accreditation Council for Continuing  
19 | Medical Education ("ACCME") Guidelines.

20 |       10.    Purdue shall comply with paragraphs 2, 3, 4, 5, 7 and 8 of the Pharmaceutical  
21 | Research and Manufacturers of America Code (effective on July 1, 2002) with respect to  
22 | payments, gifts and other compensation to Health Care Professionals regarding OxyContin.  
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1 11. In the promotion and marketing of OxyContin, Purdue shall not misrepresent  
2 the existence, non-existence, or findings of any medical or scientific evidence, including  
3 anecdotal evidence, relating to Off-Label Uses of OxyContin. Purdue shall not provide any  
4 information that is misleading or lacking in fair balance, as defined in 21.C.F.R. 202.1, as may  
5 be amended or supplemented, or as appearing in FDA Guidances for Industry from time to  
6 time, in any discussion of the Off-Label Uses of OxyContin.  
7

8 12. Purdue shall not sponsor or fund any educational events where Purdue has  
9 knowledge at the time the decision for sponsorship or funding is made that a speaker will  
10 recommend the Off-Label Use of OxyContin. Further, Purdue shall not promote or fund  
11 Health Care Professionals' attendance at educational events where Purdue has knowledge, at  
12 the time of said promotion, that Off-Label Use of OxyContin will be recommended or  
13 encouraged.  
14

15 13. Purdue shall, no later than thirty (30) business days after the Effective Date of  
16 this Judgment, establish, implement and follow an OxyContin abuse and diversion detection  
17 program consisting of internal procedures designed to identify potential abuse or diversion of  
18 OxyContin in certain settings (the "OxyContin Abuse and Diversion Detection Program").  
19 The OxyContin Abuse and Diversion Detection Program will apply to Purdue employees and  
20 contract or third-party sales representatives, including Medical Liaisons, who contact  
21 practicing Health Care Professionals in person or by telephone for the purpose of promoting  
22 OxyContin. That Program directs those persons to report to the Office of the General Counsel  
23 situations, including, but not limited to the following examples, to the extent that such  
24 information or activities are observed or learned of by them: a) an apparent pattern of an  
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1 excessive number of patients for the practice type, such as long lines of patients waiting to be  
2 seen, waiting rooms filled to standing-room-only capacity, or patient-prescriber interactions  
3 that are exceedingly brief or non-existent; b) an atypical pattern of prescribing techniques or  
4 locations, such as repeated prescribing from an automobile, or repeated prescribing at atypical  
5 times, such as after usual office hours when the Health Care Professional is not on call; c)  
6 information from a highly credible source or several sources (e.g., pharmacists, law  
7 enforcement, other health care workers) that a Health Care Professional or their patients are  
8 abusing or diverting medications; d) sudden, unexplained changes in prescribing or dispensing  
9 patterns that are not accounted for by changes in patient numbers or practice type; e) a Health  
10 Care Professional who has a disproportionate number of patients who pay for office visits and  
11 dispensed medications with cash; f) multiple allegations that individuals from a particular  
12 practice have overdosed; or g) unauthorized individuals signing prescriptions or dispensing  
13 controlled substances. Upon identification of potential abuse or diversion involving a Health  
14 Care Professional with whom Purdue employees or its contract or third-party sales  
15 representatives, including Medical Liaisons, interact, Purdue will conduct an internal inquiry  
16 which will include but not be limited to a review of the Health Care Professional's prescribing  
17 history, to the extent such history is available and relevant, and shall take such further steps as  
18 may be appropriate based on the facts and circumstances, which may include ceasing to  
19 promote Purdue products to the particular Health Care Professional, providing further  
20 education to the Health Care Professional about appropriate use of opioids, or providing notice  
21 of such potential abuse or diversion to appropriate medical, regulatory or law enforcement  
22 authorities. Purdue's obligations under this Section shall expire ten (10) years following the  
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1 Effective Date of this Judgment or three months from the date on which the last of Purdue's  
2 patents covering OxyContin expires, whichever is earlier, but in no event shall be earlier than  
3 seven (7) years following the Effective Date of this Judgment.  
4

5 14. Purdue shall implement and maintain a training and education program with  
6 respect to the OxyContin Abuse and Diversion Detection Program, and shall require all Purdue  
7 employees and contract or third-party sales representatives, including Medical Liaisons, who  
8 contact practicing Health Care Professionals in person or by telephone for the purpose of  
9 promoting OxyContin to complete the training and education program no later than thirty (30)  
10 business days after the Effective Date of this Judgment. Further, Purdue shall require those  
11 Purdue employees and contract or third-party sales representatives, including Medical  
12 Liaisons, who contact practicing Health Care Professionals in person or by telephone for the  
13 purpose of promoting OxyContin to complete the training and education program before being  
14 allowed to market or promote OxyContin. Purdue's obligations under this Section shall expire  
15 ten (10) years following the Effective Date of this Judgment or three months from the date on  
16 which the last of Purdue's patents covering OxyContin expires, whichever is earlier, but in no  
17 event shall be earlier than seven (7) years following the Effective Date of this Judgment.  
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19 15. Within 90 days of the Effective Date of this Judgment, Purdue shall provide to  
20 each Health Care Professional whom Covered Persons contact; written, non-branded  
21 educational information related to detecting and preventing abuse and diversion of opioid  
22 analgesics. To the extent that Purdue concludes that a specific Health Care Professional needs  
23 repeated exposure to such non-branded educational materials, Purdue will provide those  
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1 materials. Purdue's obligations under this Section will remain in effect for ten (10) years  
2 following the Effective Date of this Judgment.

3 16. Purdue shall continue to review news media stories addressing the abuse or  
4 diversion of OxyContin and undertake appropriate measures as reasonable under the  
5 circumstances to address abuse and diversion so identified, including but not limited to, (i)  
6 correcting misinformation, (ii) offering non-branded educational materials to local substance  
7 abuse prevention and treatment initiatives, or (iii) directing Health Care Professionals to  
8 Purdue's Medical Services group for fair and balanced information on appropriate use of  
9 opioid analgesics, prevention and detection of abuse and diversion. Purdue's obligations under  
10 this Section shall expire ten (10) years following the Effective Date of this Judgment or three  
11 months from the date on which the last of Purdue's patents covering OxyContin expires,  
12 whichever is earlier, but in no event shall be earlier than seven (7) years following the  
13 Effective Date of this Judgment.

14 17. No sales incentive (bonus) program for sales of OxyContin shall allow incentive  
15 credit to be earned for a Health Care Professional who has been identified through the  
16 OxyContin Abuse and Diversion Detection Program as one upon whom sales representatives  
17 shall not call. In addition, Purdue shall not employ a compensation structure for persons  
18 involved in marketing or promoting OxyContin that is based exclusively on the volume of  
19 OxyContin sales.  
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23 18. For a period of ten (10) years following the Effective Date of this Judgment,  
24 Purdue's performance evaluation of persons involved in marketing or promoting OxyContin  
25 shall meaningfully take into account that sales persons inform Health Care Professionals to  
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1 | whom the sales persons promote OxyContin about its potential for abuse and diversion, and  
2 | how to minimize those risks; failure to do so shall be considered as a basis for disciplinary  
3 | action, including, but not limited to censure, probation and termination.

4 |         19. In its promotion and marketing of OxyContin, Purdue shall not misrepresent, in  
5 | any written or oral claim relating to OxyContin, that its sales, medical or research personnel  
6 | have experience or credentials or are engaging in research activities if they do not in fact  
7 | possess such credentials or experience, or are not engaging in such activities.

8 |         20. All material used in promoting OxyContin, regardless of format (audio, internet,  
9 | video, print) and whether directed primarily to patients or to Health Care Professionals, shall,  
10 | not inconsistent with the Package Insert, contain only information that is truthful, balanced,  
11 | accurately communicated, and not minimize the risk of abuse, addiction or physical  
12 | dependence associated with the use of OxyContin.

13 |         21. Purdue shall not provide samples of OxyContin to Health Care Professionals.

14 |         22. The obligations of Purdue under this Judgment shall be prospective only. No  
15 | Signatory Attorney General shall institute any proceeding or take any action against Purdue  
16 | under its State Consumer Protection Laws or any similar state authority, or under this  
17 | Judgment, based on Purdue's prior promotional or marketing practices for OxyContin.

18 |         23. Nothing in this Judgment shall require Purdue to:

19 |         (a) take an action that is prohibited by the FDCA, the Controlled Substances Act or  
20 | any regulation promulgated thereunder, or by FDA or the Drug Enforcement Administration;

1 (b) fail to take an action that is required by the FDCA, the Controlled Substances  
2 Act or any regulation promulgated thereunder, or by FDA or the Drug Enforcement  
3 Administration;

4 (c) refrain from dissemination of safety information concerning OxyContin; or

5  
6 (d) refrain from making any written or oral promotional claim which is the same or  
7 substantially the same as the language permitted by FDA under the OxyContin Package Insert  
8 and which accurately portrays the data or other information referenced in the OxyContin  
9 Package Insert.

10 24. Purdue shall:

11 (a) to the extent necessary for compliance with this Judgment, no later than ninety  
12 (90) days after the Effective Date of this Judgment, institute compliance procedures which are  
13 designed to begin training currently employed Covered Persons on the contents of this  
14 Judgment, and about how to comply with this Judgment;

15  
16 (b) submit to the Attorney General (per the Notice below), no later than one  
17 hundred and twenty (120) days after the Effective Date of this Judgment, a written description  
18 of such training;

19 (c) submit to the Attorney General (per the Notice below), one (1) year after the  
20 Effective Date of this Judgment, a written affirmation setting forth Purdue's compliance with  
21 this paragraph;

22  
23 (d) for a period of three (3) years from the Effective Date of this Judgment, Purdue  
24 shall advise in writing all Covered Persons of the requirements of Paragraphs 2 through 23 of  
25 this Judgment;

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1 (e) beginning one (1) year after the Effective Date of this Judgment, for a period of  
2 three (3) years, produce and provide on an annual basis to the Attorney General on the  
3 anniversary of the Effective Date of this Consent Judgment a report containing basic statistics  
4 on Purdue's Abuse and Diversion Detection Program including, but not limited to, statistics on  
5 the number of reports, the number of investigations, and a summary of the results, including  
6 the number of "Do Not Call" determinations, but shall not include the names of any specific  
7 Health Care Professionals; and  
8

9 (f) upon written request, the Attorney General may obtain state-specific  
10 information as described in subsection (e). In addition, Purdue agrees to accept service of a  
11 civil investigative demand or similar process by the Attorney General requesting the names of  
12 any specific Health Care Professionals described in subsection (e). The Attorney General in  
13 receipt of such information shall not disclose it except as provided by law.  
14

### 15 III. PAYMENT TO THE STATES

16 25. No later than thirty (30) days after the Effective Date of this Judgment, Purdue  
17 shall pay nineteen million and five hundred thousand U.S. dollars (\$19,500,000.00,) to be paid  
18 by Purdue to the States by electronic fund transfer made payable to the Oregon Department of  
19 Justice (as instructed by that Office) which shall divide and distribute these funds as designated  
20 by and in the sole discretion of the Signatory Attorneys General as part of the consideration for  
21 the termination of their respective investigations under the State Consumer Protection Laws  
22 regarding the Subject Matter of this Judgment. Said payment shall be used by the States as and  
23 for attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied  
24 to, the consumer protection enforcement fund, including future consumer protection  
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1 enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used  
2 to defray the costs of the inquiry leading hereto, and may be used to fund or assist in funding  
3 programs directed at combating prescription drug abuse, addiction and/or diversion, including,  
4 but not limited to, education, outreach, prevention or monitoring programs, or for other uses  
5 permitted by state law, at the sole discretion of each Signatory Attorney General.  
6

7 **IV. GENERAL PROVISIONS**

8 26. This Judgment shall be governed by the laws of the state of Washington.

9 27. This Judgment is entered into by the Parties as their own free and voluntary act  
10 and with full knowledge and understanding of the nature of the proceedings and the obligations  
11 and duties imposed by this Judgment.

12 28. Nothing in this Judgment constitutes any agreement by the Parties concerning  
13 the characterization of the amounts paid pursuant to this Judgment for purposes of the Internal  
14 Revenue Code or any state tax laws, or the resolution of any other matters.  
15

16 29. This Judgment does not constitute an approval by the Attorney General of any  
17 of Purdue's business practices, including its promotional or marketing practices, and Purdue  
18 shall make no representation or claim to the contrary.  
19

20 **V. REPRESENTATIONS AND WARRANTIES**

21 30. Purdue warrants and represents that it and its predecessors, successors and  
22 assigns manufactured, sold and promoted OxyContin. Purdue further acknowledges that it is a  
23 proper party to this Judgment. Purdue further warrants and represents that the individual(s)  
24 signing this Judgment on behalf of Purdue is doing so in his (or her) official capacity and is  
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1 fully authorized by Purdue to enter into this Judgment and to legally bind Purdue to all of the  
2 terms and conditions of the Judgment.

3 31. Each of the Parties represents and warrants that it negotiated the terms of this  
4 Judgment in good faith.

5 32. Each of the Signatory Attorneys General warrants and represents that he or she  
6 is signing this Judgment in his or her official capacity, and that he or she is fully authorized by  
7 his or her state to enter into this Judgment, including but not limited to the authority to grant  
8 the release contained in Paragraphs 34 and 35 of this Judgment, and to legally bind the state to  
9 all of the terms and conditions of this Judgment.

10 33. Purdue acknowledges and agrees that the Attorney General has relied on all of  
11 the representations and warranties set forth in this Judgment and that, if any representation is  
12 proved false, unfair, deceptive, misleading, or inaccurate in any material respect, the Attorney  
13 General has the right to seek any relief or remedy afforded by law or equity in the state.  
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16 VI. RELEASE

17 34. Based on his or her inquiry into Purdue's promotion of OxyContin, the Attorney  
18 General has concluded that this Judgment is the appropriate resolution of any alleged  
19 violations of the State Consumer Protection Laws. The Attorney General acknowledges by his  
20 or her execution hereof that this Judgment terminates their inquiry under the State Consumer  
21 Protection Laws into Purdue's promotion of OxyContin prior to the Effective Date of this  
22 Judgment.  
23

24 35. In consideration of the Compliance Provisions, payments, undertakings, and  
25 acknowledgments provided for in this Judgment, and conditioned on Purdue's making full  
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1 payment of the amount specified in Paragraph 25, and subject to the limitations and exceptions  
2 set forth in Paragraph 36, the State releases and forever discharges, to the fullest extent  
3 permitted by law, Purdue and its past and present officers, directors, shareholders, employees,  
4 co-promoters, affiliates, parents, subsidiaries, predecessors, assigns, and successors  
5 (collectively, the "Releasees"), of and from any and all civil causes of action, claims, damages,  
6 costs, attorney's fees, or penalties that the Attorney General could have asserted against the  
7 Releasees under the State Consumer Protection Law by reason of any conduct that has  
8 occurred at any time up to and including the Effective Date of this Judgment relating to or  
9 based upon the Subject Matter of this Judgment ("Released Claims").  
10

11 36. The Released Claims set forth in Paragraph 35 specifically do not include the  
12 following claims:

13 (a) private rights of action by consumers, provided, however, that this Judgment  
14 does not create or give rise to any such private right of action of any kind;

15 (b) claims relating to Best Price, Average Wholesale Price or Wholesale  
16 Acquisition Cost reporting practices or Medicaid fraud or Abuse;

17 (c) claims of antitrust, environmental or tax liability;

18 (d) claims for property damage;

19 (e) claims to enforce the terms and conditions of this Judgment; and

20 (f) any state or federal criminal liability that any person or entity, including  
21 Releasees, has or may have to the State.  
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1 **VII. NO ADMISSION OF LIABILITY**

2 37. This Judgment does not constitute an admission by Purdue for any purpose, of  
3 any fact or of a violation of any state law, rule, or regulation, nor does this Judgment constitute  
4 evidence of any liability, fault, or wrongdoing, by Purdue nor does Purdue's agreement in this  
5 Judgment not to engage in certain conduct constitute an admission that Purdue has ever  
6 engaged in such conduct. Purdue enters into this Judgment for the purpose of resolving the  
7 concerns of the Attorney General regarding Purdue's promotional and marketing practices  
8 regarding OxyContin. Purdue does not admit any violation of the State Consumer Protection  
9 Laws, and does not admit any wrongdoing that could have been alleged by the Attorney  
10 General.  
11

12 38. This Judgment shall not be construed or used as a waiver or any limitation of  
13 any defense otherwise available to Purdue. This Judgment is made without trial or  
14 adjudication of any issue of fact or law or finding of liability of any kind. Nothing in this  
15 Judgment, including this paragraph, shall be construed to limit or to restrict Purdue's right to  
16 use this Judgment to assert and maintain the defenses of res judicata, collateral estoppel,  
17 payment, compromise and settlement, accord and satisfaction, or any other legal or equitable  
18 defenses in any pending or future legal or administrative action or proceeding.  
19

20 **VIII. DISPUTES REGARDING COMPLIANCE**

21 39. For the purposes of resolving disputes with respect to compliance with this  
22 Judgment, should the Attorney General have legally sufficient cause (which shall include, at a  
23 minimum, a reasonable basis to believe that Purdue has violated a provision of this Judgment)  
24 to object to any promotional or marketing practices relating to OxyContin subsequent to the  
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1 Effective Date of this Judgment, then the Attorney General shall notify Purdue in writing of the  
2 specific objection, identify with particularity the provisions of this Judgment and/or the State  
3 Consumer Protection Laws that the practice appears to violate, and give Purdue thirty (30)  
4 business days to respond to the notification; provided, however, that the Attorney General may  
5 take any action upon notice to Purdue where the Attorney General concludes that, because of  
6 the specific practice, a threat to the health or safety of the public requires immediate action.  
7

8 40. Upon receipt of written notice and within the thirty (30) business-day period,  
9 Purdue shall provide a good faith written response to the Attorney General's objection. The  
10 response shall include an affidavit containing either:

11 a. A statement explaining why Purdue believes it is in compliance with the  
12 Judgment; or

13 b. A detailed explanation of how the alleged violation[s] occurred; and

14 i. A statement that the alleged breach has been cured and how it has been  
15 cured; or

16 ii. A statement that the alleged breach cannot be reasonably cured within  
17 thirty (30) business days from receipt of the notice, but (1) Purdue has begun to take  
18 corrective action to cure the alleged breach; (2) Purdue is pursuing such corrective  
19 action with reasonable and due diligence; and (3) Purdue has provided the Attorney  
20 General with a detailed and reasonable time table for curing the alleged breach.  
21

22 41. Nothing herein shall prevent the Attorney General from agreeing in writing to  
23 provide Purdue with additional time beyond the thirty (30) business-day period to respond to  
24 the notice.  
25  
26

1 42. Nothing herein shall be construed to exonerate any failure to comply with any  
2 provision of this Judgment after the date of entry or to compromise the authority of the  
3 Signatory Attorney General to initiate a proceeding for failure to comply. Further, nothing in  
4 this subsection shall be construed to limit the authority of the Signatory Attorney General to  
5 protect the interests of the State.  
6

7 43. The Signatory Attorney General represents that he or she will seek enforcement  
8 of the provisions of this Judgment with due regard for fairness and, in so doing, shall take into  
9 account efforts that Purdue has taken to cure any claimed violation of this Judgment.

10 44. Upon giving Purdue thirty (30) business days to respond to the notification  
11 described in Paragraph 39 above, the Attorney General shall be permitted to request and  
12 Purdue shall produce relevant, non-privileged, non-work-product records and documents in the  
13 possession, custody or control of Purdue that relate to Purdue's compliance with each provision  
14 of this Judgment as to which legally sufficient cause has been shown.  
15

16 **IX. MODIFICATION OF CERTAIN OPERATIONAL PROVISIONS**

17 45. Any party to this Judgment may petition the Court for modification on thirty  
18 (30) days' notice to all other parties to this Judgment. Purdue may petition for modification if  
19 it believes that the facts and circumstances that led to the Attorney General's action against  
20 Purdue have changed in any material respect. The parties by stipulation may agree to a  
21 modification of this Judgment, which agreement shall be presented to this Court for  
22 consideration; provided that the parties may jointly agree to a modification only by a written  
23 instrument signed by or on behalf of both Purdue and the Attorney General. If Purdue wishes  
24 to seek a stipulation for a modification from the State, it shall send a written request for  
25  
26

1 agreement to such modification to the Attorney General at least 30 days prior to filing a motion  
2 with the Court for such modification. Within 30 days of receipt from Purdue of a written  
3 request for agreement to modify, the Attorney General shall notify Purdue in writing if the  
4 Attorney General agrees to the requested modification. The Attorney General shall not  
5 unreasonably withhold his/her consent to the modification.  
6

7 **X. PENALTIES FOR FAILURE TO COMPLY**

8 46. The State may assert any claim that Purdue has violated this Judgment in a  
9 separate civil action to enforce this Judgment, or to seek any other relief afforded by law. In  
10 any such action or proceeding, relevant evidence of conduct that occurred before the Effective  
11 Date shall be admissible on any material issue, including alleged willfulness, intent,  
12 knowledge, or breach, to the extent permitted by law. By this Paragraph, Purdue does not  
13 waive any evidentiary objection or any other objection it may have as permitted by law to the  
14 admissibility of any such evidence.  
15

16 **XI. COMPLIANCE WITH ALL LAWS**

17 47. Except as expressly provided in this Judgment, nothing in this Judgment shall  
18 be construed as:

19 (a) relieving Purdue of its obligation to comply with all state laws, regulations  
20 or rules, or granting permission to engage in any acts or practices prohibited by such law,  
21 regulation or rule; or  
22

23 (b) limiting or expanding in any way any right the State may otherwise have to  
24 obtain information, documents or testimony from Purdue pursuant to any state law, regulation  
25 or rule, or any right Purdue may otherwise have to oppose any subpoena, civil investigative  
26

1 demand, motion, or other procedure issued, served, filed, or otherwise employed by the State  
2 pursuant to any such state law, regulation, or rule.

3 **XII. NOTICES**

4 48. Any notices required to be sent to the State or to Purdue by this Judgment shall  
5 be sent by overnight United States mail. The documents shall be sent to the following  
6 addresses:  
7

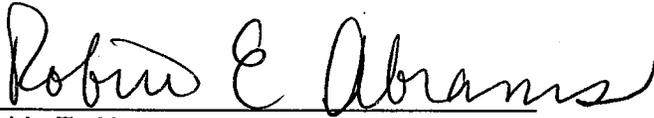
8 For the State:

9 Mary C. Lobdell  
10 Assistant Attorney General  
11 Office of the Attorney General  
12 Consumer Protection Division  
13 1019 Pacific Avenue, 3<sup>rd</sup> Floor  
14 P.O. Box 2317  
15 Tacoma, WA 98401-2317  
16

17 For Purdue:

18 Vice President, Associate General Counsel  
19 Purdue Pharma L.P.  
20 One Stamford Forum  
21 201 Tresser Boulevard  
22 Stamford, CT 06901-3431  
23  
24  
25  
26

FOR PURDUE



Robin E. Abrams  
Vice President, Associate General Counsel  
Purdue Pharma L.P.  
The Purdue Frederick Company  
Purdue Pharma Inc.  
Tel: 203-588-8477  
Fax: 203-588-6204

Date: May 1, 2007



John Wilson  
Wilson Smith Cochran Dickerson  
1700 Financial Center  
1215 Fourth Avenue  
Seattle, WA 98161-1007  
Tel: 206-623-4100  
Fax: 206-623-9273  
WA Bar No. 4828

Date: May 2, 2007

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In re:  
State of Washington v. Purdue Pharma L.P., et al.- Consent Judgment

Dated: May 4, 2007

ROBERT M. MCKENNA  
Attorney General of Washington

  
MARY C. LOBDELL  
Assistant Attorney General  
Office of the Washington Attorney General  
Consumer Protection Division  
P.O. Box 2317  
Tacoma, WA 98401-2317

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In re:  
State of Washington v. Purdue Pharma L.P., et al.- Consent Judgment

DATED this 9th day of May, 2007.

ANNE HIRSCH

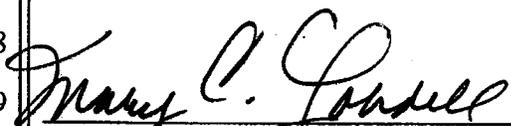
~~JUDGE/COURT COMMISSIONER~~

Approved for entry and presented by:

Approved for Entry; Notice of Presentation  
Waived:

ROBERT M. MCKENNA  
Attorney General of Washington

Wilson Smith Cochran Dickerson





MARY C. LOBDELL, WSBA # 17930  
Assistant Attorney General  
Attorneys for Plaintiff  
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(206) 623-4100

DATED May 4, 2007

DATED May 3, 2007