



**Question 12:** *State the percentage of gross sales of OxyContin by Purdue of the total gross sales of Purdue for each of the years from 1995 through 2006.*

The requested percentage of gross sales figures are contained on the chart that is attached at Exhibit C.

**Question 13:** *Do the private civil liabilities related to OxyContin as described in paragraph 3.d of the Purdue Plea Agreement cover liabilities other than those to individuals who claim to have been harmed by the use of OxyContin?*

All of the private civil liabilities referenced in paragraph 3.d of the Purdue Plea Agreement cover individuals who claim to have been harmed (*i.e.*, personally injured) by OxyContin with the exception of the settlement with Allied Services Division Welfare Fund, which resolved for a payment of \$1.1 million the economic injury claims of this third-party payor of OxyContin prescriptions. Allied Services Division Welfare Fund had filed a nationwide putative class action in Madison County, Illinois, on behalf of similarly situated third-party payors.

Purdue has entered into two class action settlements, one covering a statewide class in West Virginia, and one covering a class of patients treated at the Comprehensive Care Center in Myrtle Beach, South Carolina (both settlements are described in more detail in Question 14 below). Each of those settlements initially permits claimants to receive some limited compensation without having to submit proof of a personal injury. Claimants are then able to apply for additional compensation if they can prove a personal injury related to their use of OxyContin.

**Question 14:** *If any of the civil liabilities covered in paragraph 3.d have been paid or agreed to be paid, state the amount of any such civil liability, the identity of the recipient, and the nature of the claim settled.*

Since November 1, 2006, Purdue has paid (through May 31, 2007) \$129,657,728 to resolve private civil liability claims concerning OxyContin. Purdue has entered into and funded the following settlements:

(1) McCallister West Virginia class action: Purdue agreed to pay between \$21-\$45 million to settle a statewide class action of virtually all West Virginians who took OxyContin prior to June 3, 2005. Purdue also agreed to pay up to an additional \$2 million in settlement administration costs, but the total payout in costs and resolution of claims cannot exceed \$45 million. Purdue already has paid \$21 million into the settlement fund and \$650,090 in administration costs. The final payout is dependant upon certain contingencies such as the number of class members who file claims and their proof of OxyContin injury. Notice was sent to more than 10,000 class members, and as of May 4, 2007, approximately 1,538 class members had filed claims. No money has yet been distributed to class members. Purdue cannot predict at this time whether or to what extent the final payout will exceed the amount paid to date. However, based on the claims filed, Purdue believes that its final payout is not likely to exceed \$23 million.

(2) Comprehensive Care Center, Myrtle Beach, South Carolina class action: Purdue paid \$7.5 million to resolve the claims of a class of OxyContin patients who were treated at the Comprehensive Care Center, a pain management clinic in Myrtle Beach, South Carolina. Notice was sent to approximately 3,000 class members. Class members have recently begun filing claims, and no money has yet been distributed to class members.

(3) Inventory Settlements With Various Firms: Purdue has entered into nine settlement agreements with the following groups of plaintiffs' firms on behalf of their inventories of thousands of plaintiffs who claim they were personally injured by OxyContin: Simmons Cooper LLC; Louisiana OxyContin Management Committee LLC; Campbell, Waller & Poer LLC; Cohen Milstein Hausfeld & Toll PLLC; Parks & Crump LLC; Whetstone Myers Perkins & Young LLC; Matthews and Associates LLC; The Smith Law Firm, P.C.; and The Mathis Law Firm. Unlike the two class action settlements discussed above, the terms of these settlements are confidential. However, if the Court wishes to review these agreements, Purdue will provide copies to the Court for *in camera* review.

Under these settlement agreements, Purdue has paid \$99,327,639. In the Simmons Cooper and the Louisiana OxyContin Management Committee LLC settlements, virtually all of the funds have been allocated and distributed to those plaintiffs who have elected to participate in the settlement. In the other seven settlements, no money has yet been distributed to plaintiffs, and that money remains in trust for the benefit of plaintiffs who elect to participate in those settlements. In those other settlements, for each plaintiff who elects not to participate in the settlement, the settlement money allocated to that particular plaintiff will revert back to Purdue.

(4) Individual Settlement Agreements: Purdue resolved four lawsuits brought by plaintiffs who allege personal injuries from taking OxyContin: *Joffre* (Louisiana), *Abear* (Washington), *Kralj* (Pennsylvania) and *Auld* (Louisiana). The terms of these settlements are confidential. However, if the Court wishes to review these agreements, Purdue will provide copies to the Court for *in camera* review.

(5) Allied Services Division Welfare Fund Agreement: As described in Question 13 above, Purdue paid \$1.1 million to resolve the economic injury claims of the Allied Services

Division Welfare Fund, a third-party payor of OxyContin prescriptions who filed a nationwide putative class action in Madison County, Illinois.

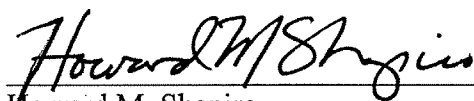
A table showing, for each of these five types of settlements, the amount of the civil liability paid (amount paid), the identity of the initial recipient (payee) of the amount paid, and the nature of the claim settled (nature of settled claim) is attached at Exhibit D.

Some of these settlement agreements permit reversion of some money back to Purdue if plaintiffs' counsel do not obtain full participation of their clients. It is difficult to predict whether any reversion will occur or how much money may be returned to Purdue if it does occur. Based on current participation rates, it is possible that as much as \$4-5 million may revert back to Purdue. It is also difficult to predict whether or to what extent the final payment of the McCallister West Virginia class action will exceed the \$21,650,090 paid to date. However, as discussed above, based on the claims filed, it is likely that Purdue will be required to pay no more than a total of \$23 million.

Question 15: *Does the amount referred to in paragraph 3.d of the Purdue Plea Agreement include Purdue's defense costs?*

No. Purdue's defense costs are not included in the amount referenced in paragraph 3.d of the Purdue Plea Agreement.

Respectfully Submitted,



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*Counsel for The Purdue Frederick Company Inc.*

Dated: June 5, 2007

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I have, on the 5th day of June, 2007, caused a copy of RESPONSE TO ORDER DIRECTING THE PARTIES TO PROVIDE INFORMATION, including the appendix, to be sent via express mail, to the following parties:

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