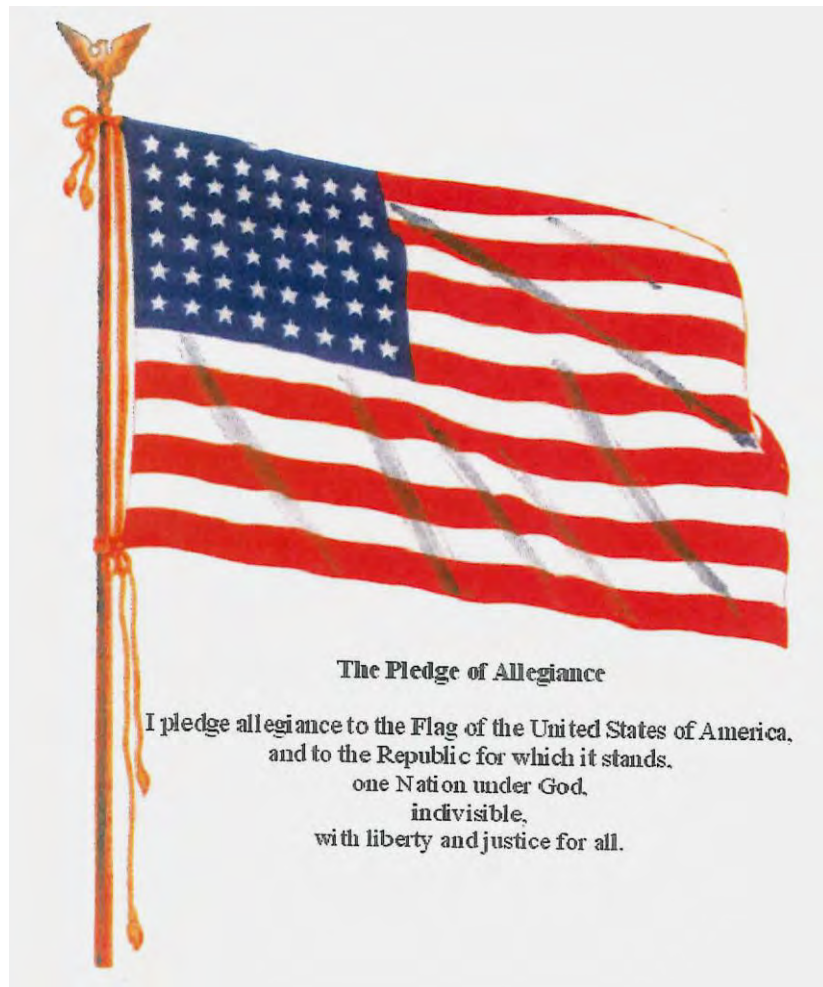


# **COMMISSIONER'S COURT AGENDA**

**November 26, 2019**

# **Invocation – Lockhart Ministry Alliance**

# Pledge of Allegiance to the Flag.



**(Texas Pledge: Honor the Texas flag;  
I pledge allegiance to thee, Texas, one  
state under God, one and indivisible).**

Pledge to the Texas Flag



Honor the Texas  
Flag; I pledge  
allegiance to thee,  
Texas, one state  
under God, one and  
indivisible

## **Announcements:**

**Items or comments from Court  
Members or Staff.**

## **Citizens' Comments:**

At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comment will continue as the last agenda item of the day).

**CONSENT AGENDA.** (The following consent items may be acted upon in one motion).

- 1. Approve payment of County invoices and County Purchase Orders in the amount of \$339,346.71; Backup: 28**

**Caldwell County Agenda Item Request Form**

To: All Elected Officials and Department Heads – Hand deliver or scan & email to [hoppy.haden@co.caldwell.tx.us](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11.26.2019

**Type of Agenda Item**

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

Approve payment of County invoices and County Purchase Orders in the amount of \$339,346.71

**1. Costs:**

Actual Cost or     Estimated Cost    \$ 339,346.71

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

Name	Representing	Title
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____

**3. Backup Materials:**

None     To Be Distributed    28 total # of backup pages (including this page)

4.   
Signature of Court Member

11/21/2019  
Date





Caldwell County, TX

# Payment Register

APPKT03489 - 11/26/19 A/P Processing

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

<b>Vendor Number</b> <u>TEXAIR</u>	<b>Vendor Name</b> AIR RELIEF TECHNOLOGIES, INC					<b>Total Vendor Amount</b> 421.61
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
<b>Payable Number</b> <u>370569</u>	<b>Description</b> CUST ID: CALDWELL COUNTYAU	<b>Payable Date</b> 10/08/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 421.61	

<b>Vendor Number</b> <u>AISWHI</u>	<b>Vendor Name</b> AISHA WHITE-THOMPSON, CSR, RPR					<b>Total Vendor Amount</b> 1,647.50
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
<b>Payable Number</b> <u>14-695</u>	<b>Description</b> CAUSE # 18-FL-081 ITIO CARLEE CARDENAS	<b>Payable Date</b> 10/29/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,647.50	

<b>Vendor Number</b> <u>ALFLIM</u>	<b>Vendor Name</b> ALFREDO LIMAS					<b>Total Vendor Amount</b> 135.00
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
<b>Payable Number</b> <u>110519</u>	<b>Description</b> 11/05/19 ELECTION	<b>Payable Date</b> 11/05/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 135.00	

<b>Vendor Number</b> <u>ANGRAW</u>	<b>Vendor Name</b> ANGELA RAWLINSON					<b>Total Vendor Amount</b> 161.24
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
<b>Payable Number</b> <u>111319</u>	<b>Description</b> TRAINING 11/06/19 - 11/08/19	<b>Payable Date</b> 11/13/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 161.24	

<b>Vendor Number</b> <u>ANIDEL</u>	<b>Vendor Name</b> ANITA DELEON					<b>Total Vendor Amount</b> 21.22
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
<b>Payable Number</b> <u>111419</u>	<b>Description</b> INQUEST 11/14/19	<b>Payable Date</b> 11/14/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 21.22	

<b>Vendor Number</b> <u>APPCON</u>	<b>Vendor Name</b> APPLIED CONCEPTS, INC.					<b>Total Vendor Amount</b> 287.50
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
<b>Payable Number</b> <u>357159</u>	<b>Description</b> 2X COUNTING UNIT, 1.5 PCB	<b>Payable Date</b> 11/01/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 287.50	

<b>Vendor Number</b> <u>ATCINT</u>	<b>Vendor Name</b> ATCO INTERNATIONAL					<b>Total Vendor Amount</b> 325.00
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
<b>Payable Number</b> <u>10539675</u>	<b>Description</b> CUST ID: 126786 SEEK N' DESTROY	<b>Payable Date</b> 10/25/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 325.00	

**Payment Register**

APPKT03489 - 11/26/19 A/P Processing

Vendor Number	Vendor Name					Total Vendor Amount
<u>AUDWAL</u>	AUDREY A. WALTER					198.25
<b>Payment Type</b>	<b>Payment Number</b>					
Check						
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	11/19/2019	198.25	
				<b>Discount Amount</b>	<b>Payable Amount</b>	
				0.00	198.25	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>AUSFLA</u>	AUSTIN FLAG AND FLAGPOLE					159.29
<b>Payment Type</b>	<b>Payment Number</b>					
Check						
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
<u>52231</u>	3' X 5' TEXAS TOUGH-TEX FLAG	10/31/2019	11/26/2019	11/19/2019	159.29	
				<b>Discount Amount</b>	<b>Payable Amount</b>	
				0.00	159.29	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>AVELEM</u>	AVENELL LEMAR					130.50
<b>Payment Type</b>	<b>Payment Number</b>					
Check						
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	11/19/2019	130.50	
				<b>Discount Amount</b>	<b>Payable Amount</b>	
				0.00	130.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>BOVMER</u>	BOVIK & MEREDITH P.C.					200.00
<b>Payment Type</b>	<b>Payment Number</b>					
Check						
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
<u>18-J-2682_2</u>	CAUSE # 18 J 2682 A.A.L.	11/01/2019	11/26/2019	11/19/2019	200.00	
				<b>Discount Amount</b>	<b>Payable Amount</b>	
				0.00	200.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>BOWMAN</u>	BOWMAN CONSULTING GROUP LTD					750.00
<b>Payment Type</b>	<b>Payment Number</b>					
Check						
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
<u>281704</u>	PROJ # 070004 89-001 WILLOW HAVEN PRELIMINARY PI	10/31/2019	11/26/2019	11/19/2019	750.00	
				<b>Discount Amount</b>	<b>Payable Amount</b>	
				0.00	750.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>BRAMAT</u>	BRAUNTEX MATERIALS, INC.					107,783.28
<b>Payment Type</b>	<b>Payment Number</b>					
Check						
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
<u>ACCT # 1600</u>	FEMA - Unit Road INV # 105342 & 105219	10/31/2019	11/26/2019	11/19/2019	107,783.28	
				<b>Discount Amount</b>	<b>Payable Amount</b>	
				0.00	107,783.28	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>BRUCOA</u>	BRUCE COATES					159.50
<b>Payment Type</b>	<b>Payment Number</b>					
Check						
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	11/19/2019	159.50	
				<b>Discount Amount</b>	<b>Payable Amount</b>	
				0.00	159.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CALAPP</u>	CALDWELL COUNTY APPRAISAL DIST					2,183.81
<b>Payment Type</b>	<b>Payment Number</b>					
Check						
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
<u>11122019</u>	911/GIS POSITION OCT 2019	11/12/2019	11/26/2019	11/19/2019	2,183.81	
				<b>Discount Amount</b>	<b>Payable Amount</b>	
				0.00	2,183.81	

Payment Register

APPKT03489 - 11/26/19 A/P Processing

Vendor Number	Vendor Name					Total Vendor Amount
CALTAX	CALDWELL COUNTY TAX ASSESSOR					187.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 0626</u>	TAG # 1285516	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 0923</u>	TAG # 1176280	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 0997</u>	TAG # 1285517	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 2712</u>	TAG # AX09408	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 3502</u>	TAG # 9021462	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 4143</u>	TAG # 9057476	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 4166</u>	TAG # GVB4493	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 4944</u>	TAG # 9021461	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 5000</u>	TOYHAULER - TAG # 9021482	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 5051</u>	TAG # 1110364	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 5052</u>	TAG # 1110365	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 5053</u>	TAG # 1110366	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 5736</u>	TAG # GMK2080	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 5982</u>	TAG # 9021477	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 5985</u>	TAG # HYG1994	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 6262</u>	TAG # 9021466	11/14/2019	11/26/2019	0.00	7.50
Check		11/19/2019	7.50			
	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
	<u>VIN # 6305</u>	TAG # 1088160	11/14/2019	11/26/2019	0.00	7.50

**Payment Register**

APPKT03489 - 11/26/19 A/P Processing

Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	<u>VIN # 6404</u>	TAG # 1285520	11/14/2019	11/26/2019	0.00	7.50
<b>Check</b>					11/19/2019	7.50
	<u>VIN # 6533</u>	TAG # 1088157	11/14/2019	11/26/2019	0.00	7.50
<b>Check</b>					11/19/2019	7.50
	<u>VIN # 7959</u>	TAG # 1176251	11/14/2019	11/26/2019	0.00	7.50
<b>Check</b>					11/19/2019	7.50
	<u>VIN # 7960</u>	TAG # 1176252	11/14/2019	11/26/2019	0.00	7.50
<b>Check</b>					11/19/2019	7.50
	<u>VIN # 7961</u>	TAG # 1176250	11/14/2019	11/26/2019	0.00	7.50
<b>Check</b>					11/19/2019	7.50
	<u>VIN # 7962</u>	TAG # 1176253	11/14/2019	11/26/2019	0.00	7.50
<b>Check</b>					11/19/2019	7.50
	<u>VIN # 8695</u>	TAG # 1088169	11/14/2019	11/26/2019	0.00	7.50
<b>Check</b>					11/19/2019	7.50
	<u>VIN # 9531</u>	TAG # AG80169	11/14/2019	11/26/2019	0.00	7.50
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CACHAL</u>	CARINE CHALFOUN					153.01
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
<b>Check</b>					11/19/2019	153.01
	<u>102419</u>	AMAZON ORDER 10/24/19	10/24/2019	11/26/2019	0.00	118.09
	<u>102919</u>	WALMART 10/29/19	10/29/2019	11/26/2019	0.00	34.92
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CAROHL</u>	CARL R. OHLENDORF INSURANCE					50.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
<b>Check</b>					11/19/2019	50.00
	<u>17262</u>	POLICY # 15530860 ACCT # CALDW01 JENNIFER WATTS	11/08/2019	11/26/2019	0.00	50.00
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CAROLM</u>	CAROL MARTIN					156.75
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
<b>Check</b>					11/19/2019	156.75
	<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	156.75
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CENDIS</u>	CENTRAL TEXAS ALTERNATIVE DISPUTE RESOLUTION, I					764.55
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
<b>Check</b>					11/19/2019	764.55
	<u>110819</u>	RESOLUTION PAYMENT FOR OCT 2019	11/08/2019	11/26/2019	0.00	764.55

**Payment Register**

APPKT03489 - 11/26/19 A/P Processing

<b>Vendor Number</b> CENAUT	<b>Vendor Name</b> CENTRAL TEXAS AUTOPSY, PLLC					<b>Total Vendor Amount</b> 4,200.00
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 11/19/2019		<b>Payment Amount</b> 4,200.00
<b>Payable Number</b> <u>12961</u>	<b>Description</b> CTA 190-19: KENNETH R. NIEMANN, DOS: 6/25/19	<b>Payable Date</b> 10/29/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 2,100.00
<b>Payable Number</b> <u>12963</u>	<b>Description</b> CTA 110-19: VIVIANNA H. ESQUIVEL, DOS: 4/17/19	<b>Payable Date</b> 11/07/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 2,100.00

<b>Vendor Number</b> CENREF	<b>Vendor Name</b> CENTRAL TEXAS REFUSE, INC					<b>Total Vendor Amount</b> 742.79
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 11/19/2019		<b>Payment Amount</b> 634.37
<b>Payable Number</b> <u>0000236628</u>	<b>Description</b> CUST # 001134 OCT 2019 1700 FM CR 235 #2720	<b>Payable Date</b> 10/31/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 634.37
<b>Payable Number</b> <u>221733</u>	<b>Description</b> ACCT #020545 BILLING: NOV 2019 9675 HWY 142	<b>Payable Date</b> 11/01/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 108.42

<b>Vendor Number</b> SPEBUS	<b>Vendor Name</b> CHARTER COMMUNICATIONS HOLDINGS, LLC					<b>Total Vendor Amount</b> 11,892.61
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 11/19/2019		<b>Payment Amount</b> 11,892.61
<b>Payable Number</b> <u>0000426102819</u>	<b>Description</b> ACCT # 8260 16 300 0000426	<b>Payable Date</b> 10/28/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 11,892.61

<b>Vendor Number</b> CINTAS	<b>Vendor Name</b> CINTAS CORPORATION #86					<b>Total Vendor Amount</b> 282.97
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 11/19/2019		<b>Payment Amount</b> 282.97
<b>Payable Number</b> <u>4033725298</u>	<b>Description</b> SOLD TO # 13228085 PAYER # 13242165	<b>Payable Date</b> 10/30/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 88.43
<b>Payable Number</b> <u>4034344034</u>	<b>Description</b> SOLD TO # 13228013 PAYER # 13242157	<b>Payable Date</b> 11/06/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 97.27
<b>Payable Number</b> <u>4034920804</u>	<b>Description</b> SOLD TO # 13228013 PAYER # 13242157	<b>Payable Date</b> 11/13/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 97.27

<b>Vendor Number</b> CITLOC	<b>Vendor Name</b> CITY OF LOCKHART					<b>Total Vendor Amount</b> 951.67
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 11/19/2019		<b>Payment Amount</b> 951.67
<b>Payable Number</b> <u>ASL 20-002</u>	<b>Description</b> PAYMENT # 98 LEASE AGREEMENT	<b>Payable Date</b> 11/01/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 951.67

<b>Vendor Number</b> CLOEQU	<b>Vendor Name</b> CLOSNER EQUIPMENT CO. INC.					<b>Total Vendor Amount</b> 522.34
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 11/19/2019		<b>Payment Amount</b> 522.34
<b>Payable Number</b> <u>0054528</u>	<b>Description</b> CUSTOMER ID: CALDWELL	<b>Payable Date</b> 10/25/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 522.34

<b>Vendor Number</b> COLINC	<b>Vendor Name</b> COLLCOMM, INC.					<b>Total Vendor Amount</b> 510.00
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 11/19/2019		<b>Payment Amount</b> 510.00
<b>Payable Number</b> <u>1908-146</u>	<b>Description</b> AUDIO DELAY MODULE	<b>Payable Date</b> 08/13/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 510.00

**Payment Register**

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Vendor Number	Vendor Name					Total Vendor Amount
<u>COLMAT</u>	COLORADO MATERIALS, LTD.					33,476.74
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	33,476.74
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>278986</u>	CUST # 1405 COUNTY YARD SEAWILLOW RD	10/31/2019	11/26/2019	0.00	33,476.74	
<u>DAVBRO</u>	DAVID BROOKS, ATTORNEY AT LAW					100.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	100.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>102019</u>	LEGAL CONSULTATION SERVICES OCT 2019	10/28/2019	11/26/2019	0.00	100.00	
<u>DAVGRA</u>	DAVID GRATZ					104.50
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	104.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	93.50	
<u>110619</u>	11/05/19 ELECTION	11/16/2019	11/26/2019	0.00	11.00	
<u>DEWPOT</u>	DEWITT POTHS & SON					730.87
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	730.87
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>586955-0</u>	SYSTEM # 8289 SERIAL # C2CC8580	10/17/2019	11/26/2019	0.00	91.94	
<u>587702-0</u>	CUST # 12430 230.49 CARTRIDGE, INKJET, HP9	10/24/2019	11/26/2019	0.00	230.46	
<u>588257-0</u>	CUST # 12430 SPOT PAPER - LETTER	10/29/2019	11/26/2019	0.00	114.84	
<u>588257-1</u>	CUST # 12430 BOX, STORAGE, PRESTRO, L	11/01/2019	11/26/2019	0.00	108.22	
<u>588414-0</u>	CUST # 12430 SORTER, STEP, GRAD	10/31/2019	11/26/2019	0.00	14.89	
<u>588879-0</u>	CUST # 12430 CRATE, STOWAWAY, FOL EA	11/05/2019	11/26/2019	0.00	48.16	
<u>588905-0</u>	CUST # 12430 ENVELOPE, CLASP, 9X12, BX	11/05/2019	11/26/2019	0.00	122.36	
<u>DOBSUP</u>	DOBIE SUPPLY, LLC					4,743.75
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	4,743.75
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>26665</u>	18" X 24" HIM PRINTED SIGN W/ UV OVERLAY ON .080	11/11/2019	11/26/2019	0.00	4,743.75	
<u>DOUASS</u>	DOUCET & ASSOCIATES, INC					9,153.25
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	9,153.25
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>000001910114</u>	PROJ # R1911-100 CALDWELL CO ENGINEERING SERVICE:	11/01/2019	11/26/2019	0.00	9,153.25	
<u>E&amp;RSUP</u>	E & R SUPPLY CO., INC					990.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	990.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>217444</u>	ACCT # 23750 HYD CYLINDER	10/24/2019	11/26/2019	0.00	990.00	

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Vendor Number	Vendor Name			Total Vendor Amount
<u>ERNTAP</u>	ERNESTINE TAPIA-CAPELLO			130.50
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/19/2019	130.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00
			Payable Amount	130.50

Vendor Number	Vendor Name			Total Vendor Amount
<u>FAIRWA</u>	FAIRWAY SUPPLY, INC			359.26
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/19/2019	359.26	
Payable Number	Description	Payable Date	Due Date	Discount Amount
<u>0140678-IN</u>	CUST # 20CALDWE PROXIMILY CARD CLAMSHELL	10/25/2019	11/26/2019	0.00
			Payable Amount	359.26

Vendor Number	Vendor Name			Total Vendor Amount
<u>FARBRO</u>	FARMER BROTHERS. CO.			531.60
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/19/2019	531.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount
<u>69593495</u>	ACCT # 6302473 ICETEA BLACK SWT FLPK	10/31/2019	11/26/2019	0.00
			Payable Amount	531.60

Vendor Number	Vendor Name			Total Vendor Amount
<u>FERIOS</u>	FERRIS JOSEPH PRODUCE, INC.			660.75
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/19/2019	660.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount
<u>110832</u>	ICEBERG 24 CT	10/29/2019	11/26/2019	0.00
<u>110848</u>	25 LB 6X6 TOMATOES	10/30/2019	11/26/2019	0.00
<u>110861</u>	RED CABBAGE LB	10/31/2019	11/26/2019	0.00
<u>110865</u>	AA MED 15 DOZ EGGS	11/01/2019	11/26/2019	0.00
<u>110909</u>	ICEBERG 24 CT	11/02/2019	11/26/2019	0.00
<u>110914</u>	BANANAS 40 LB CASE	11/04/2019	11/26/2019	0.00
			Payable Amount	660.75

Vendor Number	Vendor Name			Total Vendor Amount
<u>FLOPLU</u>	FLOORS PLUS			2,662.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/19/2019	2,662.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount
<u>367043</u>	SHAW MULTIPLICITY EXUMERAN	10/10/2019	11/26/2019	0.00
			Payable Amount	2,662.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>BUTBAK</u>	FLOWERS BAKING CO. OF SAN ANTONIO			373.68
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/19/2019	373.68	
Payable Number	Description	Payable Date	Due Date	Discount Amount
<u>2038384987</u>	CUST # 0040078309 MIC 20 7" FL TOR	10/29/2019	11/26/2019	0.00
			Payable Amount	373.68

Vendor Number	Vendor Name			Total Vendor Amount
<u>FRAFIL</u>	FRANCESCA FILIPPONE			30.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/19/2019	30.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount
<u>5</u>	MAINTENCE CCJC RAIN GARDEN	11/10/2019	11/26/2019	0.00
			Payable Amount	30.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>FREVIL</u>	FRED VILLANUEVA			119.25
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/19/2019	119.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00
			Payable Amount	119.25

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>GLOHAN</u>	GLORIA HANNA					159.50
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	159.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	159.50	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>GONBU</u>	GONZALES BUILDING CENTER					708.75
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	708.75
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>50676187</u>	CUST # CALD001 TOILET TISSUE 2-PLY 500 SH/ROLL 96	09/28/2019	11/26/2019	0.00	407.67	
<u>50679972</u>	CUST # CALD001 TOILET TISSUE 2-PLY 500 SH/ROLL 96	10/28/2019	11/26/2019	0.00	301.08	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>GRAING</u>	GRAINGER					22.76
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	22.76
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>9333205749</u>	ACCT # 841505548 V-BELT, COGGED, AX27	10/23/2019	11/26/2019	0.00	22.76	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>GHS LTD</u>	GRAVES, HUMPHRIES, STAHL, LTD					7,450.76
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	7,450.76
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>102019</u>	COLLECTIONS FOR OCT 2019	11/08/2019	11/26/2019	0.00	7,450.76	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>GREHAN</u>	GREGORY B. HANNA					151.25
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	151.25
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	151.25	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>H2OPAR</u>	H2O PARTNERS, INC					9,450.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	9,450.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>113459</u>	DRAFTING PLAN; CONDUCTING CORRESPONDENCE	11/13/2019	11/26/2019	0.00	9,450.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>HARGRO</u>	HARRIET GROGAN					184.50
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	184.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	184.50	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>HOF SUP</u>	HOFMANN'S SUPPLY					464.08
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	464.08
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>488205</u>	CUST # 01734 OXYG-L	10/31/2019	11/26/2019	0.00	360.24	
<u>841357</u>	CUST # 01734 ACETYLENE SMALL	10/31/2019	11/26/2019	0.00	103.84	



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Vendor Number	Vendor Name					Total Vendor Amount
<u>HOLCAS</u>	HOLT TEXAS, LTD., A DIVISION OF B.D. HOLT COMPANY					22.25
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	22.25
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>P1MA0319556</u>	CUST # 0203920 ELBOW, SEAL, SEAL O RING	10/31/2019	11/26/2019	0.00	22.25	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>JAMWYG</u>	JAMES WYGART					130.50
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	130.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	130.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>JAMHER</u>	JAMIE HERRERA					55.68
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	55.68
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>111419</u>	TRAINING 11/6 - 7/19	11/14/2019	11/26/2019	0.00	55.68	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>JARCOQ</u>	JARRETT L. COCHRAN					156.75
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	156.75
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	156.75	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>JENHEL</u>	JENNIFER HELSUMS					184.50
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	184.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	184.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>JERCOQ</u>	JERRY L. COOKE					159.50
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	159.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	159.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>FARPLA</u>	JOHN DEERE FINANCIAL					347.01
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	347.01
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>1911-162556</u>	ACCT # 1-99 FWD MOWER 21"	11/07/2019	11/26/2019	0.00	347.01	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>JUSBEN</u>	JUSTICE BENEFITS, INC.					1,633.50
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					11/19/2019	1,633.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>201701927</u>	CUST ID: TXCALDWELL SCAAP FY 2018	10/18/2019	11/26/2019	0.00	1,633.50	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>KARCOC</u>	KAREN COCHRAN					190.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	190.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION WORKER	11/05/2019	11/26/2019	0.00	190.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>KATGLA</u>	KATHERINE GLAZE					166.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	166.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	166.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>KATCLO</u>	KATHLEEN CLOUGH					166.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	166.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	166.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>KENHOW</u>	KENNIS HOWARD					93.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	93.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	93.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>KJSAUT</u>	KJ'S AUTO ACCESSORIES					1,529.99
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	1,529.99	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>23806</u>	KJ - Overhead Light for vehicle Unit Toad	11/07/2019	11/26/2019	0.00	1,529.99	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>KYAKEN</u>	KYA A. KENNEY					90.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	90.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110819</u>	6 BUYS FOR TOBACCO ENFORCEMENT PROGRAM	11/08/2019	11/26/2019	0.00	90.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LELMOR</u>	LELTON WAYNE MORSE					67.62
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	67.62	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>11062019</u>	EXPENSE FORM 10/29 - 11/02/19	11/06/2019	11/26/2019	0.00	67.62	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>THOLEO</u>	LEON TRANSLATIONS					150.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	150.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>20128</u>	CAUSE # 2762-19CC D.R.M.	11/01/2019	11/26/2019	0.00	150.00	

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LEXRIS</u>	LEXISNEXIS RISK DATA MANAGEMENT					50.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	50.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>1623451-20191031</u>	BILLING ID: 1623451 OCT 2019	10/31/2019	11/26/2019	0.00	50.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LOCTRU</u>	LOCKHART HARDWARE					462.83
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	462.83	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>030267 /1</u>	CUST # 13239 14" 1/4" .043	09/12/2019	11/26/2019	0.00	47.98	
<u>030413 /1</u>	CUST # 11239 HOSE FLEXOGEN	09/24/2019	11/26/2019	0.00	56.98	
<u>30864 /1</u>	CUST # 11239 ESCAPE LIGHT SMOKE ALARM	10/31/2019	11/26/2019	0.00	27.98	
<u>30873 /1</u>	CUST # 11239 NESTLE PURE LIFE 24 PK .5L	11/01/2019	11/26/2019	0.00	6.59	
<u>30881 /1</u>	CUST # 11239 GFI ST RECEPT W/WLPLT LA	11/01/2019	11/26/2019	0.00	35.98	
<u>30885 /1</u>	CUST # 11239 RSTP VOCOILENM PRMRED QT	11/01/2019	11/26/2019	0.00	43.75	
<u>30896 /1</u>	CUST # 11239 NIPPLE GALV 3/4" X 1.5"	11/04/2019	11/26/2019	0.00	35.75	
<u>30897 /1</u>	CUST # 11239 SPRING SNAP 7/16 X 3-1/8	11/04/2019	11/26/2019	0.00	66.34	
<u>30899 /1</u>	CUST # 11239 VERT GFCI COVER GRAY	11/04/2019	11/26/2019	0.00	13.98	
<u>30909 /1</u>	CUST # 11239 LINE TRIMR .105 PROF 165'	11/05/2019	11/26/2019	0.00	38.98	
<u>30911 /1</u>	CUST # 11239 SPRY MARKING YELLOW 12 OZ	11/05/2019	11/26/2019	0.00	34.57	
<u>30919 /1</u>	CUST # 11239 LED ACE A19 40W EQ SW	11/05/2019	11/26/2019	0.00	14.97	
<u>30926 /1</u>	CUST # 11239 VELCRO STRIP 18" BLACK	11/06/2019	11/26/2019	0.00	4.99	
<u>30952 /1</u>	CUST # 11239 LOCK KEYSAFE PUSH PORTBL	11/07/2019	11/26/2019	0.00	33.99	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LOCMOT</u>	LOCKHART MOTOR CO.,INC.					114.80
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	114.80	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>RO# C120857</u>	LIC #: 136 4042TX 2017 FORD POLICE INT	11/12/2019	11/26/2019	0.00	114.80	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LOCPOS</u>	LOCKHART POST REGISTER					598.80
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	598.80	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>00088557</u>	10/10/19 NOTICE OF HEARING REG OF THRU TRAFFIC ON	10/24/2019	11/26/2019	0.00	28.80	
<u>00088615</u>	NOTICE OF CONSTITUTIONAL / SPECIAL ELECTION	10/17/2019	11/26/2019	0.00	570.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LULTIR</u>	LULING TIRE SERVICE					30.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	30.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>971770</u>	20/22.5/24.5" FLAT	11/05/2019	11/26/2019	0.00	30.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>JCOJAN</u>	M.B. HAMMO ENTERPRISES, LLC					712.78
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	712.78	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>7564</u>	TOILET PAPER REGULAR / ROSES	10/30/2019	11/26/2019	0.00	712.78	

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>MARLLA</u>	MARY ALICE LLANAS					159.50
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		11/19/2019	159.50			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	159.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>MARFBAR</u>	MARY FAYE BARNES					184.50
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		11/19/2019	184.50			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	184.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>MARGBAR</u>	MARY GAIL BARTSCH					159.50
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		11/19/2019	159.50			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	159.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>MARLIM</u>	MARY LIMAS					165.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		11/19/2019	165.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	165.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>MAXSTU</u>	MAXIMILIAN STUART					30.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		11/19/2019	30.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>4</u>	IMPROVING CCJC RAIN GARDEN	11/12/2019	11/26/2019	0.00	30.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>NANOHL</u>	NANCY OHLENDORF					130.50
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		11/19/2019	130.50			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	130.50	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>NETDAT</u>	NET DATA					1,060.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		11/19/2019	1,060.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>102019</u>	ITICKETS FOR OCT 2019	11/08/2019	11/26/2019	0.00	1,060.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>OBAFUN</u>	O'BANNON FUNERAL HOME					900.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		11/19/2019	900.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>102219</u>	Indigent Funeral- Kaechle, TIMOTHY D.	10/30/2019	11/26/2019	0.00	900.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>O'REIL</u>	O'REILLY AUTOMOTIVE, INC.					208.41
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		11/19/2019	208.41			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>0642-294794</u>	ACCT # 188092 DORMAN HD SO	10/01/2019	11/26/2019	0.00	87.85	

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<u>0642 297139</u>	ACCT # 188092 MURRAY TEMPE	10/14/2019	11/26/2019	0.00	46.54
<u>0642 297908</u>	ACCT # 188092 MEGA CRIMP	10/18/2019	11/26/2019	0.00	6.54
<u>0642 299078</u>	ACCT # 188092 CRN LGT SCKT	10/25/2019	11/26/2019	0.00	27.50
<u>0642 299824</u>	CUST # 188092 SEAL SPOON SET	10/29/2019	11/26/2019	0.00	39.98

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>ORKIN</u>	ORKIN - AUSTIN COMMERCIAL				295.19
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/19/2019	295.19		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>190601212</u>	ACCT # 29121597 SCH SVC 11/16/19 PC	11/23/2019	11/26/2019	0.00	295.19

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>PATBAS</u>	PATRICIA L. BASSETT				76.50
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/19/2019	76.50		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	76.50

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>PATRWI</u>	PATRICIA WILKINS				117.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/19/2019	117.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	117.00

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>PAUGAY</u>	PAULA GAYNES				126.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/19/2019	126.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	126.00

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>PFGTEM</u>	PFG-TEMPLE				2,154.91
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/19/2019	2,154.91		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>9699625</u>	CUST # 435577 DRY GROCERY / FROZEN	10/31/2019	11/26/2019	0.00	1,095.29
<u>9702713</u>	CUST # 435577 DRY GROCERY / FROZEN	11/04/2019	11/26/2019	0.00	1,059.62

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>PHICQY</u>	PHILLIP L COYLE				130.50
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/19/2019	130.50		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	130.50

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>MAXPOS</u>	POSTMASTER				550.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/19/2019	550.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>110619</u>	10 ROLLS (100 EA ROLL) @ .55 EACH	11/06/2019	11/26/2019	0.00	550.00

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>PRISOL</u>	PRINTING SOLUTIONS				563.26
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/19/2019	563.26		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>22606</u>	VETERANS DAY LUNCH STICKERS AL BRANCHES	10/21/2019	11/26/2019	0.00	67.26
<u>22609</u>	STATIONARY ENVELOPES TREASURER ENV ANGELA RAWI	10/23/2019	11/26/2019	0.00	327.00

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<u>22610</u>	STAMPS / SELF INKING	10/16/2019	11/26/2019	0.00	55.00
<u>22611</u>	STAMPS / SELF INKING	10/31/2019	11/26/2019	0.00	21.50
<u>22612</u>	2X10 WALNUT DESK WEDGE BLANK	10/31/2019	11/26/2019	0.00	92.50

**Vendor Number**      **Vendor Name**      **Total Vendor Amount**  
QUICOR      QUILL CORPORATION      28.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		11/19/2019	28.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<u>2327275</u>	ACCT # 4881802 HI-LITER 24-050 FLUOR/ORG	10/31/2019	11/26/2019
<u>2335772</u>	ACCT # 4881802 HI-LITER 24-050 FLUOR/ORG	10/31/2019	11/26/2019
<b>Discount Amount</b>	<b>Payable Amount</b>		
0.00	10.47		
0.00	17.53		

**Vendor Number**      **Vendor Name**      **Total Vendor Amount**  
LEXINE      RELX INC. DBA LEXISNEXIS      485.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		11/19/2019	65.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<u>3092287868</u>	ACCT # 422MKTQ29 OCT 2019	10/31/2019	11/26/2019
<b>Discount Amount</b>	<b>Payable Amount</b>		
0.00	65.00		
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		11/19/2019	420.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<u>3092288111</u>	ACCT # 422NHLBG4 INVOICE PERIOD: OCT 2019	10/31/2019	11/26/2019
<b>Discount Amount</b>	<b>Payable Amount</b>		
0.00	420.00		

**Vendor Number**      **Vendor Name**      **Total Vendor Amount**  
RICBUR      RICHARD BURNS      58.42

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		11/19/2019	58.42
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<u>RTL0803523</u>	CCI.40S&W 50/BX TMJ 165 GR	11/12/2019	11/26/2019
<b>Discount Amount</b>	<b>Payable Amount</b>		
0.00	58.42		

**Vendor Number**      **Vendor Name**      **Total Vendor Amount**  
ROSARO      ROSARIO RODRIGUEZ JR.      159.50

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		11/19/2019	159.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019
<b>Discount Amount</b>	<b>Payable Amount</b>		
0.00	159.50		

**Vendor Number**      **Vendor Name**      **Total Vendor Amount**  
SALSAT      SALLIE ANN SATAGAJ      85.50

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		11/19/2019	85.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019
<u>110619</u>	11/05/19 ELECTION	11/06/2019	11/26/2019
<b>Discount Amount</b>	<b>Payable Amount</b>		
0.00	76.50		
0.00	9.00		

**Vendor Number**      **Vendor Name**      **Total Vendor Amount**  
UNIHOT      SAM HOUSTON STATE UNIVERSITY      464.75

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		11/19/2019	464.75
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<u>110719</u>	12/2 - 6/19 VICTOR TERRELL	11/07/2019	11/26/2019
<b>Discount Amount</b>	<b>Payable Amount</b>		
0.00	464.75		

**Vendor Number**      **Vendor Name**      **Total Vendor Amount**  
SCOMER      SCOTT-MERRIMAN, INC.      541.04

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		11/19/2019	541.04
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<u>064386</u>	Marriage Licenses County Clerk	11/07/2019	11/26/2019
<b>Discount Amount</b>	<b>Payable Amount</b>		
0.00	541.04		

Payment Register

Vendor Number	Vendor Name			Total Vendor Amount	
REDAUT	SEAN MATTHEW MANN			783.79	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		11/19/2019	783.79		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>104597</u>	ACCT # 2010 NAPA GOLD OIL FILTER	10/07/2019	11/26/2019	0.00	260.14
<u>105322</u>	CUST # 2010 CLASS 2 STROBE BEACON	11/04/2019	11/26/2019	0.00	319.98
<u>105351</u>	ACCT # 2010 MUD FLAPS / SPLASH	11/05/2019	11/26/2019	0.00	141.42
<u>105441</u>	CUST # 2010 NAPA CABIN AIR FILTER	11/06/2019	11/26/2019	0.00	62.25

Vendor Number	Vendor Name			Total Vendor Amount	
SMIHAM	SMITH SOUTHERN EQUIPMENT, INC			28,185.81	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		11/19/2019	28,185.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>INV-07-4924</u>	Audio - Visual PO for Courthouse Court Room	08/20/2019	11/26/2019	0.00	28,185.81

Vendor Number	Vendor Name			Total Vendor Amount	
SMISUP	SMITH SUPPLY CO.- LOCKHART			189.08	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		11/19/2019	189.08		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>826698</u>	TEK SCREW GALV 1/4-20 X 3"	10/15/2019	11/26/2019	0.00	19.88
<u>826796</u>	CUSTTING TIP SZ 1 (1-3-101)	10/16/2019	11/26/2019	0.00	52.85
<u>826816</u>	ELECTRODE HOLDER 200 AMP	10/16/2019	11/26/2019	0.00	32.90
<u>826902</u>	PROPANE FUEL CYLINDER 14.1 RED	11/04/2019	11/26/2019	0.00	23.45
<u>828382</u>	CAR SCREW 5/16 X 2-1/4	10/30/2019	11/26/2019	0.00	40.00
<u>828404</u>	BLACK NIPPLE STD 2 X 3-1/2	10/30/2019	11/26/2019	0.00	20.00

Vendor Number	Vendor Name			Total Vendor Amount	
STECAS	STEVE CASILLAS			184.50	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		11/19/2019	184.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	184.50

Vendor Number	Vendor Name			Total Vendor Amount	
SUZFUL	SUZANNE ROTH FULTON			123.75	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		11/19/2019	123.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	123.75

Vendor Number	Vendor Name			Total Vendor Amount	
SWAGIT	SWAGIT PRODUCTIONS, LLC			575.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		11/19/2019	575.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>13889</u>	ACCT # 2K130701CC STREAMING SERVICE FOR OCT 2015	10/31/2019	11/26/2019	0.00	575.00

Vendor Number	Vendor Name			Total Vendor Amount	
SYSCO	SYSCO CENTRAL TEXAS, INC			2,672.98	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		11/19/2019	2,672.98		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>313991892</u>	CUST # 043430 DAIRY / MEATS / FROZEN / CAN&DRY/	10/30/2019	11/26/2019	0.00	1,248.32
<u>313991893</u>	CUST # 043430 CHEMICAL & JANITORIAL	10/30/2019	11/26/2019	0.00	236.42
<u>413002205</u>	CUST # 043430 DAIRY / FROZEN / CAN & DRY	11/01/2019	11/26/2019	0.00	1,188.24

**Payment Register**

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Vendor Number	Vendor Name					Total Vendor Amount
<u>T7ENTE</u>	T7 ENTERPRISES, LLC					895.75
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>
Check						11/19/2019
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>6804</u>	12 - PASSENGER/LIGHT TRUCK	10/24/2019	11/26/2019	0.00	151.00	
<u>6843</u>	281 PASSENGER / LIGHT TRUCK	10/31/2019	11/26/2019	0.00	744.75	
<u>TERLBLA</u>	TERI L. BLACK					130.50
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>
Check						11/19/2019
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION DAY	11/05/2019	11/26/2019	0.00	130.50	
<u>AGREXT</u>	TEXAS A&M AGRILIFE EXTENSION SERVICE					225.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>
Check						11/19/2019
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>F000976</u>	CUST # 5500000000672 HADEN / 2/11-13/2020	11/08/2019	11/26/2019	0.00	225.00	
<u>TXAGFI</u>	TEXAS AGRICULTURAL FINANCE AUTHORITY					255.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>
Check						11/19/2019
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>102019</u>	REPORTING PERIOD: OCT 2019	11/04/2019	11/26/2019	0.00	255.00	
<u>TACDUE</u>	TEXAS ASSOCIATION OF COUNTIES					250.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>
Check						11/19/2019
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>REF # R292874</u>	ACCT # 244066 EDWARD THERIOT / 97TH ANNUAL CO JU	10/25/2019	11/26/2019	0.00	250.00	
<u>TEXVITST</u>	TEXAS DEPT.OF STATE HEALTH SERVICES					113.46
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>
Check						11/19/2019
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2009671</u>	ACCT # 174600163118 007 OCT 2019	11/01/2019	11/26/2019	0.00	113.46	
<u>PARWIL</u>	TEXAS PARKS & WILDLIFE DEPARTMENT					340.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>
Check						11/19/2019
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>102019</u>	FINES COLLECTED IN OCT 2019	11/08/2019	11/26/2019	0.00	340.00	
<u>TEXNOT</u>	TEXAS STATE NOTARY BUREAU					48.89
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>
Check						11/19/2019
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>ORDER # 124749889</u>	DONNA R. HOEHNE - PRE-INK STAMP/JOURNAL/RECORD	11/05/2019	11/26/2019	0.00	48.89	



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Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
<u>TEXJUS</u>	TEXAS STATE UNIVERSITY					315.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	315.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>100119</u>	ANITA DELEON 2/16 - 19/19	10/01/2019	11/26/2019	0.00	315.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>SANROB</u>	THE FINAL RIDE					555.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	555.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>488841</u>	1 EXPIRED COW - SPOTTED HORSE TRAIL	11/10/2019	11/26/2019	0.00	185.00	
<u>488842</u>	2 EXPIRED CALVES - BRITE ROAD	11/04/2019	11/26/2019	0.00	370.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LULNEW</u>	THE LULING NEWSBOY & SIGNAL					29.25
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	29.25	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>101019</u>	10/10/19 TRAFFIC HEARING - 4 X 1.125	10/10/2019	11/26/2019	0.00	29.25	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>THYELE</u>	THYSSENKRUPP ELEVATOR					957.53
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	957.53	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>3004925261</u>	CUST # 63166 SERVICE DATE: 11/01/19 - 01/31/20	11/01/2019	11/26/2019	0.00	957.53	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>TRARIS</u>	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTION					50.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	50.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>STATEMENT ID: 234599_201</u>	ACCT ID: 234599 BILLING FOR OCT 2019	11/01/2019	11/26/2019	0.00	50.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>TROSWI</u>	TROY O. SWIFT					104.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	104.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>110519</u>	11/05/19 ELECTION	11/05/2019	11/26/2019	0.00	93.50	
<u>110619</u>	11/05/19 ELECTION	11/06/2019	11/26/2019	0.00	11.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>UNIFIR</u>	UNIFIRST CORPORATION					70.59
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	70.59	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>822 2251151</u>	CUST # 222727 RTE # F6140 SHERIFF'S	11/01/2019	11/26/2019	0.00	70.59	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>UTITRA</u>	UTILITY TRAILER SALES SOUTHEAST TEXAS INC.					76,929.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/19/2019	76,929.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2020</u>	Landoll Haul Trailer - Unit Road	11/14/2019	11/14/2019	0.00	76,929.00	

**Payment Register**

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<b>Vendor Number</b> <u>VICBRO</u>	<b>Vendor Name</b> VICTOREA D. BROWN					<b>Total Vendor Amount</b> 1,000.00
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 11/19/2019	<b>Payment Amount</b> 1,000.00		
<b>Payable Number</b> <u>2757-19CC</u>	<b>Description</b> CAUSE # 2757-19CC R.T.	<b>Payable Date</b> 11/01/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,000.00	

<b>Vendor Number</b> <u>WESGRO</u>	<b>Vendor Name</b> WEST GROUP PAYMENT CENTER					<b>Total Vendor Amount</b> 548.00
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 11/19/2019	<b>Payment Amount</b> 340.00		
<b>Payable Number</b> <u>841203563</u>	<b>Description</b> ACCT # 1004742988 OCT 2019	<b>Payable Date</b> 11/01/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 340.00	
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 11/19/2019	<b>Payment Amount</b> 208.00		
<b>Payable Number</b> <u>841210818</u>	<b>Description</b> ACCT # 1000732986 OCT 2019	<b>Payable Date</b> 11/01/2019	<b>Due Date</b> 11/26/2019	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 208.00	

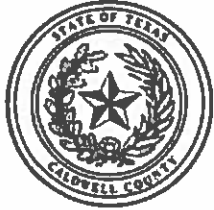
<b>Vendor Number</b> <u>XLPART</u>	<b>Vendor Name</b> XL PARTS, LLC					<b>Total Vendor Amount</b> 132.70
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 11/19/2019	<b>Payment Amount</b> 132.70		
<b>Payable Number</b> <u>041616JD6801</u>	<b>Description</b> CUST # 490093 BRAKE ROTOR	<b>Payable Date</b> 10/07/2019	<b>Due Date</b> 10/07/2019	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> -101.50	
<u>0416JB2474</u>	CUST # 490093 2017 FORD POLICE INTRCPTR UTLT	10/04/2019	11/26/2019	0.00	101.50	
<u>0416JE9704</u>	CUST # 490093 LAMP	10/08/2019	11/26/2019	0.00	5.93	
<u>0416JG7260</u>	CUST # 490093 LAMP	10/09/2019	10/09/2019	0.00	-5.93	
<u>0416KT3213</u>	CUST # 490093 FILTER ASY - OIL	10/28/2019	11/26/2019	0.00	3.33	
<u>0416KT4356</u>	CUST # 490093 AIR FILTER	10/28/2019	11/26/2019	0.00	9.55	
<u>0416KU0666</u>	CUST # 490093 U-JOINT	10/29/2019	11/26/2019	0.00	47.00	
<u>0416KU3855</u>	CUST # 490240 GROMMET	10/29/2019	11/26/2019	0.00	5.33	
<u>0416KV4613</u>	CUST # 490093 U-JOINT	10/29/2019	11/26/2019	0.00	33.02	
<u>0416KV5762</u>	CUST # 490093 U-JOINT	10/30/2019	10/30/2019	0.00	-30.49	
<u>0416KX2212</u>	CUST # 490093 AIR FILTER - PARTS PLUS	10/31/2019	11/26/2019	0.00	57.78	
<u>0416KX2213</u>	CUST # 490093 AIR FILTER - PARTS PLUS	10/31/2019	11/26/2019	0.00	7.18	

### Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	216	149	0.00	339,346.71
<b>Packet Totals:</b>		<b>216</b>	<b>149</b>	<b>0.00</b>	<b>339,346.71</b>

### Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-339,346.71
Packet Totals:		-339,346.71



Caldwell County, TX

# Expense Approval Register

Packet: APPKT03489 - 11/26/19 A/P Processing

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 001 - GENERAL FUND</b>					
TEXAS AGRICULTURAL FINA	102019	REPORTING PERIOD: OCT 20	DUE TO STATE - OTHER FEES	001-2865	255.00
NET DATA	102019	ITICKETS FOR OCT 2019	I TICKETS - NET DATA (neede	001-1281	1,060.00
TEXAS PARKS & WILDLIFE DE	102019	FINES COLLECTED IN OCT 20	DUE TO PARKS & WILDLIFE D	001-2300	340.00
GRAVES, HUMPHRIES, STAHL	102019	COLLECTIONS FOR OCT 2019	DUE TO GRAVES, HUMPHRIE	001-2835	7,450.76
					<u>9,105.76</u>
<b>Department : 2120 - COUNTY TREASURER</b>					
PRINTING SOLUTIONS	22609	STATIONARY ENVELOPES TR	OFFICE SUPPLIES	001-2120-3110	327.00
DEWITT POTH & SON	588257-0	CUST # 12430 SPOTPAPER -	OFFICE SUPPLIES	001-2120-3110	114.84
DEWITT POTH & SON	588257-1	CUST # 12430 BOX, STORAG	OFFICE SUPPLIES	001-2120-3110	108.22
ANGELA RAWLINSON	111319	TRAINING 11/06/19 - 11/08	TRANSPORTATION	001-2120-4260	161.24
					<u>711.30</u>
<b>Department : 2140 - TAX ASSESSOR - COLLECTOR</b>					
CALDWELL COUNTY APPRAIS	11122019	911/GIS POSITION OCT 2019	PROFESSIONAL SERVICES	001-2140-4110	2,183.81
					<u>2,183.81</u>
<b>Department : 2150 - COUNTY CLERK</b>					
TEXAS DEPT.OF STATE HEALT	2009671	ACCT # 174600163118 007	Remote Site Trans Fees	001-2150-3145	113.46
DEWITT POTH & SON	588879-0	CUST # 12430 CRATE, STOW	OFFICE SUPPLIES	001-2150-3110	48.16
DEWITT POTH & SON	588905-0	CUST # 12430 ENVELOPE, CL	OFFICE SUPPLIES	001-2150-3110	122.36
SCOTT-MERRIMAN, INC.	064386	Marriage License Forms 4 Co	OFFICE SUPPLIES	001-2150-3110	541.04
					<u>825.02</u>
<b>Department : 3200 - DISTRICT ATTORNEY</b>					
DEWITT POTH & SON	587702-0	CUST # 12430 230.49 CART	OFFICE SUPPLIES	001-3200-3110	230.46
DAVID BROOKS, ATTORNEY	102019	LEGAL CONSULTATION SERVI	PUBLICATIONS	001-3200-4315	100.00
WEST GROUP PAYMENT CEN	841203563	ACCT # 1004742988 OCT 20	PUBLICATIONS	001-3200-4315	340.00
WEST GROUP PAYMENT CEN	841210818	ACCT # 1000732986 OCT 20	PUBLICATIONS	001-3200-4315	208.00
TRANSUNION RISK AND ALT	STATEMENT ID: 234599-201	ACCT ID: 234599 BILLING FO	DUES & SUBSCRIPTIONS	001-3200-3050	50.00
					<u>928.46</u>
<b>Department : 3220 - DISTRICT CLERK</b>					
QUILL CORPORATION	2327275	ACCT # 4881802 HI-LITER 24	OFFICE SUPPLIES	001-3220-3110	10.47
QUILL CORPORATION	2335772	ACCT # 4881802 HI-LITER 24	OFFICE SUPPLIES	001-3220-3110	17.53
					<u>28.00</u>
<b>Department : 3230 - DISTRICT JUDGE</b>					
AISHA WHITE-THOMPSON, C	14-695	CAUSE # 18-FL-081 ITIO CAR	ADMINISTRATIVE EXPENDIT	001-3230-4011	1,647.50
RELX INC. DBA LEXISNEXIS	3092287868	ACCT # 422MKTQ29 OCT 20	OFFICE SUPPLIES	001-3230-3110	-3.51
RELX INC. DBA LEXISNEXIS	3092287868	ACCT # 422MKTQ29 OCT 20	OFFICE SUPPLIES	001-3230-3110	68.51
					<u>1,712.50</u>
<b>Department : 3240 - COUNTY COURT LAW</b>					
BOVIK & MEREDITH P.C.	18-J-2682 2	CAUSE # 18-J-2682 A.A.L.	ADULT - INDIGENT ATTORNE	001-3240-4160	200.00
LEON TRANSLATIONS	20128	CAUSE # 2762-19CC D.R.M.	JUVENILE - ATTY LITIGATION	001-3240-4189	150.00
VICTOREA D. BROWN	2757-19CC	CAUSE # 2757-19CC R.T.	ADULT - INDIGENT ATTORNE	001-3240-4160	1,000.00
					<u>1,350.00</u>
<b>Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3</b>					
TEXAS STATE UNIVERSITY	100119	ANITA DELEON 2/16 - 19/19	TRAINING	001-3253-4810	315.00
JAMIE HERRERA	111419	TRAINING 11/6 - 7/19	TRANSPORTATION	001-3253-4260	55.68
ANITA DELEON	111419	INQUEST 11/14/19	TRANSPORTATION	001-3253-4260	21.22
POSTMASTER	110619	10 ROLLS (100 EA ROLL) @ .5	POSTAGE	001-3253-3120	550.00
CARL R. OHLENDORF INSURA	17262	POLICY # 15530860 ACCT # C	EMPLOYEE BONDING	001-3253-2070	50.00
					<u>991.90</u>
<b>Department : 4310 - COUNTY JAIL</b>					
JUSTICE BENEFITS, INC.	201701927	CUST ID: TXCALDWELL SCAAP	SCAAP PROGRAM PAYMENT	001-4310-4145	1,633.50

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
GRAINGER	9333205749	ACCT # 841505548 V-BELT,	REPAIRS & MAINTENANCE	001-4310-4510	22.76
FAIRWAY SUPPLY, INC	0140678-IN	CUST # 20CALDWE PROXI	OPERATING SUPPLIES	001-4310-3130	359.26
ATCO INTERNATIONAL	10539675	CUST ID: 126786 SEEK N' DE	REPAIRS & MAINTENANCE	001-4310-4510	325.00
FERRIS JOSEPH PRODUCE, IN	110832	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	62.50
FLOWERS BAKING CO. OF SA	2038384987	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	373.68
FERRIS JOSEPH PRODUCE, IN	110848	25 LB 6X6 TOMATOES	FOOD SUPPLIES	001-4310-3100	27.50
SYSCO CENTRAL TEXAS, INC	313991892	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,194.94
SYSCO CENTRAL TEXAS, INC	313991892	CUST # 043430 DAIRY / MEA	OPERATING SUPPLIES	001-4310-3130	53.38
SYSCO CENTRAL TEXAS, INC	313991893	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	236.42
M.B. HAMMO ENTERPRISES,	7564	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	712.78
FERRIS JOSEPH PRODUCE, IN	110861	RED CABBAGE LB	FOOD SUPPLIES	001-4310-3100	107.30
FARMER BROTHERS. CO.	69593495	ACCT # 6302473 ICETEA BLA	FOOD SUPPLIES	001-4310-3100	531.60
PFG-TEMPLE	9699625	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,095.29
FERRIS JOSEPH PRODUCE, IN	110865	AA MED 15 DOZ EGGS	FOOD SUPPLIES	001-4310-3100	260.95
SYSCO CENTRAL TEXAS, INC	413002205	CUST # 043430 DAIRY / FRO	FOOD SUPPLIES	001-4310-3100	1,151.49
SYSCO CENTRAL TEXAS, INC	413002205	CUST # 043430 DAIRY / FRO	OPERATING SUPPLIES	001-4310-3130	36.75
UNIFIRST CORPORATION	822 2251151	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	70.59
FERRIS JOSEPH PRODUCE, IN	110909	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	84.50
ORKIN - AUSTIN COMMERCI	190601212	ACCT # 29121597 SCH SVC 1	PROFESSIONAL SERVICES	001-4310-4110	295.19
FERRIS JOSEPH PRODUCE, IN	110914	BANANAS 40 LB CASE	FOOD SUPPLIES	001-4310-3100	118.00
PFG-TEMPLE	9702713	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,059.62
TEXAS STATE NOTARY BURE	ORDER # 124749889	DONNA R. HOEHNE - PRE-IN	OPERATING SUPPLIES	001-4310-3130	48.89
<b>Department 4310 - COUNTY JAIL Total:</b>					<b>9,861.89</b>
<b>Department : 4321 - CONSTABLES - PCT 1</b>					
LOCKHART MOTOR CO.,INC.	RO# C120857	LIC #: 136 4042TX 2017 FOR	REPAIRS & MAINTENANCE	001-4321-4510	114.80
RICHARD BURNS	RTL0803523	CCI .40S&W 50/BX TMJ 165	TRAINING	001-4321-4810	58.42
<b>Department 4321 - CONSTABLES - PCT 1 Total:</b>					<b>173.22</b>
<b>Department : 4325 - HIGHWAY PATROL</b>					
APPLIED CONCEPTS, INC.	357159	2X COUNTING UNIT, 1.5 PCB	RENTALS	001-4325-4610	287.50
<b>Department 4325 - HIGHWAY PATROL Total:</b>					<b>287.50</b>
<b>Department : 6510 - NON-DEPARTMENTAL</b>					
CHARTER COMMUNICATION	0000426102819	ACCT # 8260 16 300 000042	Telephone	001-6510-4420	4,644.13
CHARTER COMMUNICATION	0000426102819	ACCT # 8260 16 300 000042	FAX & INTERNET	001-6510-4425	7,248.48
CENTRAL TEXAS AUTOPSY, P	12961	CTA 190-19: KENNETH R. NIE	AUTOPSY	001-6510-4123	2,100.00
BOWMAN CONSULTING GR	281704	PROJ # 070004-89-001 WILL	PROFESSIONAL SERVICES	001-6510-4110	750.00
DOUCET & ASSOCIATES, INC	000001910114	PROJ # R1911-100 CALDWEL	PROFESSIONAL SERVICES	001-6510-4110	9,153.25
CALDWELL COUNTY TAX ASS	VIN # 0626	TAG # 1285516	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 0923	TAG # 1176280	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 0997	TAG # 1285517	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 2712	TAG # AX09408	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 3502	TAG # 9021462	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 4143	TAG # 9057476	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 4166	TAG # GVB4493	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 4944	TAG # 9021461	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 5000	TOYHAULER - TAG # 902148	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 5051	TAG # 1110364	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 5052	TAG # 1110365	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 5053	TAG # 1110366	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 5736	TAG # GMK2080	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 5982	TAG # 9021477	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 5985	TAG # HYG1994	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 6262	TAG # 9021466	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 6305	TAG # 1088160	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 6404	TAG # 1285520	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 6533	TAG # 1088157	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 7959	TAG # 1176251	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 7960	TAG # 1176252	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 7961	TAG # 1176250	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 7962	TAG # 1176253	MISCELLANEOUS	001-6510-4850	7.50

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
CALDWELL COUNTY TAX ASS	VIN # 8695	TAG # 1088169	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	VIN # 9531	TAG # AG80169	MISCELLANEOUS	001-6510-4850	7.50
CENTRAL TEXAS AUTOPSY, P	12963	CTA 110-19: VIVIANNA H. ES	AUTOPSY	001-6510-4123	2,100.00
				<b>Department 6510 - NON-DEPARTMENTAL Total:</b>	<b>26,183.36</b>

## Department : 6520 - BUILDING MAINTENANCE

FLOORS PLUS	367043	SHAW MULTIPLICITY EXUME	CALDWELL CO. COURTHOUS	001-6520-5120	2,662.00
GONZALES BUILDING CENTE	50679972	CUST # CALD001 TOILET TIS	OPERATING SUPPLIES	001-6520-3130	301.08
LOCKHART HARDWARE	30864 /1	CUST # 11239 ESCAPE LIGHT	JP1/DRC BUILDING-LOCKHA	001-6520-3560	27.98
AUSTIN FLAG AND FLAGPOL	52231	3' X 5' TEXAS TOUGH-TEX FL	CALDWELL CO. COURTHOUS	001-6520-5120	159.29
AIR RELIEF TECHNOLOGIES, I	370569	CUST ID: CALDWELL COUNTY	JUDICIAL CENTER-LOCKHART	001-6520-3550	421.61
CENTRAL TEXAS REFUSE, INC	221733	ACCT #020545 BILLING: NO	JP3 SIMON BUILDING-MAXW	001-6520-3500	108.42
THYSSENKRUPP ELEVATOR	3004925261	CUST # 63166 SERVICE DATE	CALDWELL CO. COURTHOUS	001-6520-5120	957.53
LOCKHART HARDWARE	30873 /1	CUST # 11239 NESTLE PURE	REPAIRS & MAINTENANCE	001-6520-4510	6.59
LOCKHART HARDWARE	30881 /1	CUST # 11239 GFI ST RECEP	CALDWELL CO. COURTHOUS	001-6520-5120	35.98
LOCKHART HARDWARE	30885 /1	CUST # 11239 RSTP VOICOIL	CALDWELL CO. COURTHOUS	001-6520-5120	43.75
CINTAS CORPORATION #86	4034920804	SOLD TO # 13228013 PAYER	UNIFORMS	001-6520-3140	97.27
LOCKHART HARDWARE	30896 /1	CUST # 11239 NIPPLE GALV	CALDWELL CO. COURTHOUS	001-6520-5120	35.75
LOCKHART HARDWARE	30899 /1	CUST # 11239 VERT GFCI CO	CALDWELL CO. COURTHOUS	001-6520-5120	13.98
SMITH SUPPLY CO.- LOCKHA	826902	PROPANE FUEL CYLINDER 14	REPAIRS & MAINTENANCE	001-6520-4510	23.45
LOCKHART HARDWARE	30911 /1	CUST # 11239 SPRY MARKIN	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	34.57
LOCKHART HARDWARE	30919 /1	CUST # 11239 LED ACE A19	REPAIRS & MAINTENANCE	001-6520-4510	14.97
LOCKHART HARDWARE	30926 /1	CUST # 11239 VELCRO STRIP	JUDICIAL CENTER-LOCKHART	001-6520-3550	4.99
CINTAS CORPORATION #86	4034344034	SOLD TO # 13228013 PAYER	UNIFORMS	001-6520-3140	97.27
SMITH SOUTHERN EQUIPME	INV-07-4924	Audio Visual County Courtho	CALDWELL CO. COURTHOUS	001-6520-5120	28,185.81
LOCKHART HARDWARE	030413 /1	CUST # 11239 HOSE FLEXOG	OPERATING SUPPLIES	001-6520-3130	56.98
GONZALES BUILDING CENTE	50676187	CUST # CALD001 TOILET TIS	OPERATING SUPPLIES	001-6520-3130	407.67
				<b>Department 6520 - BUILDING MAINTENANCE Total:</b>	<b>33,696.94</b>

## Department : 6550 - ELECTIONS

LOCKHART POST REGISTER	00088615	NOTICE OF CONSTITUTIONA	ADVERTISING AND LEGAL N	001-6550-4310	570.00
DEWITT POTH & SON	586955-0	SYSTEM # 8289 SERIAL # C2C	REPAIRS & MAINTENANCE	001-6550-4510	91.94
DAVID GRATZ	110619	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	11.00
KATHLEEN CLOUGH	110519	11/05/19 ELECTION	Delivery Fee	001-6550-1115	12.50
MARY FAYE BARNES	110519	11/05/19 ELECTION	Delivery Fee	001-6550-1115	25.00
HARRIET GROGAN	110519	11/05/19 ELECTION DAY	Delivery Fee	001-6550-1115	25.00
KAREN COCHRAN	110519	11/05/19 ELECTION WORKE	Delivery Fee	001-6550-1115	25.00
STEVE CASILLAS	110519	11/05/19 ELECTION DAY	Delivery Fee	001-6550-1115	25.00
AUDREY A. WALTER	110519	11/05/19 ELECTION DAY	Delivery Fee	001-6550-1115	25.00
JENNIFER HELLUMS	110519	11/05/19 ELECTION DAY	Delivery Fee	001-6550-1115	25.00
KATHERINE GLAZE	110519	11/05/19 ELECTION	Delivery Fee	001-6550-1115	12.50
KATHLEEN CLOUGH	110519	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	154.00
KATHERINE GLAZE	110519	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	154.00
PATRICIA WILKINS	110519	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	117.00
JARRETT L. COCHRAN	110519	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	156.75
SALLIE ANN SATAGAJ	110519	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	76.50
DAVID GRATZ	110519	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	93.50
SUZANNE ROTH FULTON	110519	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	123.75
NANCY OHLENDORF	110519	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	130.50
KENNIS HOWARD	110519	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	93.50
PATRICIA L. BASSETT	110519	11/05/19 ELECTION DAY	Temp Election Workers-non-	001-6550-3010	76.50
MARY LIMAS	110519	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	165.00
TROY O. SWIFT	110519	11/05/19 ELECTION	Temp Election Workers-non-	001-6550-3010	93.50
HARRIET GROGAN	110519	11/05/19 ELECTION DAY	Temp Election Workers-non-	001-6550-3010	159.50
ROSARIO RODRIGUEZ JR.	110519	11/05/19 ELECTION DAY	Temp Election Workers-non-	001-6550-3010	159.50
JENNIFER HELLUMS	110519	11/05/19 ELECTION DAY	Temp Election Workers-non-	001-6550-3010	159.50
JAMES WYGART	110519	11/05/19 ELECTION DAY	Temp Election Workers-non-	001-6550-3010	130.50
GLORIA HANNA	110519	11/05/19 ELECTION DAY	Temp Election Workers-non-	001-6550-3010	159.50
FRED VILLANUEVA	110519	11/05/19 ELECTION DAY	Temp Election Workers-non-	001-6550-3010	119.25
MARY ALICE LLANAS	110519	11/05/19 ELECTION DAY	Temp Election Workers-non-	001-6550-3010	159.50
AUDREY A. WALTER	110519	11/05/19 ELECTION DAY	Temp Election Workers-non-	001-6550-3010	173.25
STEVE CASILLAS	110519	11/05/19 ELECTION DAY	Temp Election Workers-non-	001-6550-3010	159.50

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
TERI L. BLACK	110519	11/05/19 ELECTION DAY	Temp Election Workers-non	001-6550-3010	130.50
KAREN COCHRAN	110519	11/05/19 ELECTION WORKE	Temp Election Workers-non	001-6550-3010	165.00
PAULA GAYNES	110519	11/05/19 ELECTION DAY	Temp Election Workers-non	001-6550-3010	126.00
JERRY L. COOKE	110519	11/05/19 ELECTION DAY	Temp Election Workers-non	001-6550-3010	159.50
AVENELL LEMAR	110519	11/05/19 ELECTION DAY	Temp Election Workers-non	001-6550-3010	130.50
BRUCE COATES	110519	11/05/19 ELECTION DAY	Temp Election Workers-non	001-6550-3010	159.50
ERNESTINE TAPIA-CAPELLO	110519	11/05/19 ELECTION DAY	Temp Election Workers-non	001-6550-3010	130.50
GREGORY B. HANNA	110519	11/05/19 ELECTION DAY	Temp Election Workers-non	001-6550-3010	151.25
CAROL MARTIN	110519	11/05/19 ELECTION DAY	Temp Election Workers-non	001-6550-3010	156.75
ALFREDDO LIMAS	110519	11/05/19 ELECTION	Temp Election Workers-non	001-6550-3010	135.00
MARY FAYE BARNES	110519	11/05/19 ELECTION	Temp Election Workers-non	001-6550-3010	159.50
MARY GAIL BARTSCH	110519	11/05/19 ELECTION	Temp Election Workers-non	001-6550-3010	159.50
PHILLIP L COYLE	110519	11/05/19 ELECTION DAY	Temp Election Workers-non	001-6550-3010	130.50
TROY O. SWIFT	110619	11/05/19 ELECTION	Temp Election Workers-non	001-6550-3010	11.00
SALLIE ANN SATAGAJ	110619	11/05/19 ELECTION	Temp Election Workers-non	001-6550-3010	9.00
<b>Department 6550 - ELECTIONS Total:</b>					<b>5,576.44</b>
<b>Department : 6560 - COMMISSIONERS COURT</b>					
THE LULING NEWSBOY & SIG	101019	10/10/19 TRAFFIC HEARING	ADVERTISING AND LEGAL N	001-6560-4310	29.25
PRINTING SOLUTIONS	22610	STAMPS / SELF INKING	OFFICE SUPPLIES	001-6560-3110	55.00
LOCKHART POST REGISTER	00088557	10/10/19 NOTICE OF HEARIN	ADVERTISING AND LEGAL N	001-6560-4310	28.80
TEXAS ASSOCIATION OF COU	REF # R292874	ACCT # 244066 EDWARD TH	TRAINING	001-6560-4810	250.00
SWAGIT PRODUCTIONS, LLC	13889	ACCT # 2K130701CC STREA	DUES & SUBSCRIPTIONS	001-6560-3050	575.00
LEXISNEXIS RISK DATA MAN	1623451-20191031	BILLING ID: 1623451 OCT 20	DUES & SUBSCRIPTIONS	001-6560-3050	50.00
PRINTING SOLUTIONS	22611	STAMPS / SELF INKING	OFFICE SUPPLIES	001-6560-3110	21.50
PRINTING SOLUTIONS	22612	2X10 WALNUT DESK WEDGE	OFFICE SUPPLIES	001-6560-3110	92.50
DEWITT POTH & SON	588414-0	CUST # 12430 SORTER, STEP	OFFICE SUPPLIES	001-6560-3110	14.89
TEXAS A&M AGRILIFE EXTEN	E000976	CUST # 5500000000672 HA	TRAINING	001-6560-4810	225.00
<b>Department 6560 - COMMISSIONERS COURT Total:</b>					<b>1,341.94</b>
<b>Department : 6570 - VETERAN SERVICE OFFICER</b>					
PRINTING SOLUTIONS	22606	VETERANS DAY LUNCH STICK	OFFICE SUPPLIES	001-6570-3110	67.26
<b>Department 6570 - VETERAN SERVICE OFFICER Total:</b>					<b>67.26</b>
<b>Department : 6640 - CODE INVESTIGATOR</b>					
T7 ENTERPRISES, LLC	6804	12 - PASSENGER/LIGHT TRUC	DISPOSAL FEES	001-6640-3151	151.00
CENTRAL TEXAS REFUSE, INC	0000226628	CUST # 001134 OCT 2019 1	RENTALS	001-6640-4610	634.37
T7 ENTERPRISES, LLC	6843	281 PASSENGER / LIGHT TRU	DISPOSAL FEES	001-6640-3151	744.75
<b>Department 6640 - CODE INVESTIGATOR Total:</b>					<b>1,530.12</b>
<b>Department : 6650 - EMERG MGNT / HOMELAND SEC</b>					
CARINE CHALFOUN	102419	AMAZON ORDER 10/24/19	OFFICE SUPPLIES	001-6650-3110	118.09
CARINE CHALFOUN	102919	WALMART 10/29/19	OFFICE SUPPLIES	001-6650-3110	34.92
COLLCOMM, INC.	1908-146	AUDIO DELAY MODULE	REPAIRS & MAINTENANCE	001-6650-4510	510.00
<b>Department 6650 - EMERG MGNT / HOMELAND SEC Total:</b>					<b>663.01</b>
<b>Department : 7600 - ANIMAL CONTROL</b>					
CITY OF LOCKHART	ASL 20-002	PAYMENT # 98 LEASE AGREE	ANIMAL CONTROL EXPENSES	001-7600-4114	951.67
<b>Department 7600 - ANIMAL CONTROL Total:</b>					<b>951.67</b>
<b>Department : 7620 - COUNTY WELFARE</b>					
O'BANNON FUNERAL HOME	102219	INDIGENT CREMATION	INDIGENT FUNERAL	001-7620-4320	900.00
<b>Department 7620 - COUNTY WELFARE Total:</b>					<b>900.00</b>
<b>Department : 8700 - COUNTY AGENT</b>					
ELTON WAYNE MORSE	11062019	EXPENSE FORM 10/29 - 11/0	TRANSPORTATION	001-8700-4260	67.62
<b>Department 8700 - COUNTY AGENT Total:</b>					<b>67.62</b>
<b>Fund 001 - GENERAL FUND Total:</b>					<b>99,137.72</b>
<b>Fund: 002 - UNIT ROAD FUND</b>					
<b>Department : 1101 - ADMINISTRATION</b>					
SMITH SUPPLY CO.- LOCKHA	826698	TEK SCREW GALV 1/4-20 X 3	OPERATING SUPPLIES	002-1101-3130	19.88
SMITH SUPPLY CO.- LOCKHA	826796	CUSTTING TIP SZ 1 (1-3-101)	OPERATING SUPPLIES	002-1101-3130	52.85
SMITH SUPPLY CO.- LOCKHA	826816	ELECTRODE HOLDER 200 AM	OPERATING SUPPLIES	002-1101-3130	32.90
SMITH SUPPLY CO.- LOCKHA	828382	CAR SCREW 5/16 X 2-1/4	OPERATING SUPPLIES	002-1101-3130	40.00



Expense Approval Register

Packet: APPKT03489 - 11/26/19 A/P Processing

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
SMITH SUPPLY CO.- LOCKHA	828404	BLACK NIPPLE STD 2 X 3-1/2	OPERATING SUPPLIES	002-1101-3130	20.00
COLORADO MATERIALS, LTD.	278986	CUST # 1405 COUNTY YARD	AGGREGATE / GRAVEL	002-1101-3153	33,476.74
HOFMANN'S SUPPLY	488205	CUST # 01734 OXYG-L	RENTALS	002-1101-4610	360.24
HOFMANN'S SUPPLY	841357	CUST # 01734 ACETYLENE S	RENTALS	002-1101-4610	103.84
BRAUNTEX MATERIALS, INC.	ACCT # 1600	Level Up - CORD 112 Callihan	Designated for Road Const.	002-1101-3135	71,282.02
BRAUNTEX MATERIALS, INC.	ACCT # 1600	Level Up - CORD 112 Callihan	Designated for Road Const.	002-1101-3135	36,501.26
THE FINAL RIDE	488841	1 EXPIRED COW - SPOTTED H	OPERATING SUPPLIES	002-1101-3130	185.00
DOBIE SUPPLY, LLC	26665	18" X 24" HIM PRINTED SIG	SIGNS	002-1101-3181	4,743.75
LOCKHART HARDWARE	30897 /1	CUST # 11239 SPRING SNAP	OPERATING SUPPLIES	002-1101-3130	66.34
THE FINAL RIDE	488842	2 EXPIRED CALVES - BRITE R	OPERATING SUPPLIES	002-1101-3130	370.00
LOCKHART HARDWARE	30909 /1	CUST # 11239 LINE TRIMR .1	OPERATING SUPPLIES	002-1101-3130	38.98
LULING TIRE SERVICE	971770	20/22.5/24.5" FLAT	TIRES	002-1101-3190	30.00
JOHN DEERE FINANCIAL	1911-162556	ACCT # 1-99 FWD MOWER 2	OPERATING SUPPLIES	002-1101-3130	347.01
LOCKHART HARDWARE	030267 /1	CUST # 13239 14" 1/4" .	OPERATING SUPPLIES	002-1101-3130	47.98
				<b>Department 1101 - ADMINISTRATION Total:</b>	<b>147,718.79</b>

Department : 1102 - VEHICLE MAINTENANCE

O'REILLY AUTOMOTIVE, INC.	0642-294794	ACCT # 188092 DORMAN H	SUPPLIES & SMALL TOOLS	002-1102-3136	87.85
O'REILLY AUTOMOTIVE, INC.	0642-297139	ACCT # 188092 MURRAY TE	SUPPLIES & SMALL TOOLS	002-1102-3136	46.54
O'REILLY AUTOMOTIVE, INC.	0642-297908	ACCT # 188092 MEGA CRIM	SUPPLIES & SMALL TOOLS	002-1102-3136	6.54
E & R SUPPLY CO., INC	217444	ACCT # 23750 HYD CYLINDE	REPAIRS & MAINTENANCE	002-1102-4510	990.00
CLOSNER EQUIPMENT CO. I	0054528	CUSTOMER ID: CALDWELL	SUPPLIES & SMALL TOOLS	002-1102-3136	522.34
O'REILLY AUTOMOTIVE, INC.	0642-299078	ACCT # 188092 CRN LGT SCK	SUPPLIES & SMALL TOOLS	002-1102-3136	27.50
XL PARTS, LLC	0416KU3855	CUST # 490240 GROMMET	SUPPLIES & SMALL TOOLS	002-1102-3136	5.33
O'REILLY AUTOMOTIVE, INC.	0642-299824	CUST # 188092 SEAL SPOON	SUPPLIES & SMALL TOOLS	002-1102-3136	39.98
HOLT TEXAS, LTD., A DIVISIO	PIMA0319556	CUST # 0203920 ELBOW, SE	SUPPLIES & SMALL TOOLS	002-1102-3136	22.25
SEAN MATTHEW MANN	104597	ACCT # 2010 NAPA GOLD OI	SUPPLIES & SMALL TOOLS	002-1102-3136	260.14
SEAN MATTHEW MANN	105322	CUST # 2010 CLASS 2 STROB	SUPPLIES & SMALL TOOLS	002-1102-3136	319.98
SEAN MATTHEW MANN	105351	ACCT # 2010 MUD FLAPS / S	SUPPLIES & SMALL TOOLS	002-1102-3136	141.42
SEAN MATTHEW MANN	105441	CUST # 2010 NAPA CABIN AI	SUPPLIES & SMALL TOOLS	002-1102-3136	62.25
KJ'S AUTO ACCESSORIES	23806	KJ - Over Head Light for Vehi	SUPPLIES & SMALL TOOLS	002-1102-3136	1,529.99
				<b>Department 1102 - VEHICLE MAINTENANCE Total:</b>	<b>4,062.11</b>

Department : 1103 - FLEET MAINTENANCE

XL PARTS, LLC	0416KT3213	CUST # 490093 FILTER ASY -	OPERATING SUPPLIES	002-1103-3135	3.33
XL PARTS, LLC	0416KT4356	CUST # 490093 AIR FILTER	OPERATING SUPPLIES	002-1103-3135	9.55
XL PARTS, LLC	0416KU0666	CUST # 490093 U-JOINT	OPERATING SUPPLIES	002-1103-3135	47.00
XL PARTS, LLC	0416KV4613	CUST # 490093 U-JOINT	OPERATING SUPPLIES	002-1103-3135	33.02
XL PARTS, LLC	0416KV5762	CUST # 490093 U-JOINT	OPERATING SUPPLIES	002-1103-3135	-30.49
CINTAS CORPORATION #86	4033725298	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-2140	88.43
XL PARTS, LLC	0416KX2212	CUST # 490093 AIR FILTER -	OPERATING SUPPLIES	002-1103-3135	57.78
XL PARTS, LLC	0416KX2213	CUST # 490093 AIR FILTER -	OPERATING SUPPLIES	002-1103-3135	7.18
XL PARTS, LLC	0416JB2474	CUST # 490093 2017 FORD	OPERATING SUPPLIES	002-1103-3135	101.50
XL PARTS, LLC	041616JD6801	CUST # 490093 BRAKE ROTO	OPERATING SUPPLIES	002-1103-3135	-101.50
XL PARTS, LLC	0416JE9704	CUST # 490093 LAMP	OPERATING SUPPLIES	002-1103-3135	5.93
XL PARTS, LLC	0416JG7260	CUST # 490093 LAMP	OPERATING SUPPLIES	002-1103-3135	-5.93
				<b>Department 1103 - FLEET MAINTENANCE Total:</b>	<b>215.80</b>
				<b>Fund 002 - UNIT ROAD FUND Total:</b>	<b>151,996.70</b>

Fund: 005 - LAW LIBRARY FUND

Department : 1000 - DEPARTMENTS - Header

RELX INC. DBA LEXISNEXIS	3092288111	ACCT # 422NHLBG4 INVOIC	OTHER CAPITAL OUTLAY	005-1000-5910	420.00
				<b>Department 1000 - DEPARTMENTS - Header Total:</b>	<b>420.00</b>
				<b>Fund 005 - LAW LIBRARY FUND Total:</b>	<b>420.00</b>

Fund: 010 - GRANT FUND

Department : 4323 - CONSTABLES - PCT 3

KYA A. KENNEY	110819	6 BUYS FOR TOBACCO ENFO	Operating Expenses	010-4323-4515	90.00
				<b>Department 4323 - CONSTABLES - PCT 3 Total:</b>	<b>90.00</b>

Department : 5000 - FINES AND FORFEITURES

FRANCESCA FILIPPONE	5	MAINTENCE CCJC RAIN GAR	OTHER EXPENSES	010-5000-4851	30.00
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Expense Approval Register

Packet: APPKT03489 - 11/26/19 A/P Processing

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
MAXIMILIAN STUART	4	IMPROVING CCJC RAIN GAR	OTHER EXPENSES	010-5000-4851	30.00
<b>Department 5000 - FINES AND FORFEITURES Total:</b>					<b>60.00</b>
<b>Department : 6650 - EMERG MGNT / HOMELAND SEC</b>					
H2O PARTNERS, INC	113459	DRAFTING PLAN; CONDUCTI	PROFESSIONAL SERVICES-H	010-6650-4110	9,450.00
<b>Department 6650 - EMERG MGNT / HOMELAND SEC Total:</b>					<b>9,450.00</b>
<b>Fund 010 - GRANT FUND Total:</b>					<b>9,600.00</b>
<b>Fund: 013 - CAPITAL PROJECTS FUND</b>					
<b>Department : 1101 - ADMINISTRATION</b>					
UTILITY TRAILER SALES SOUT	2020	440 B Landoll Trailer	MACHINERY AND EQUIPME	013-1101-5310	76,929.00
<b>Department 1101 - ADMINISTRATION Total:</b>					<b>76,929.00</b>
<b>Department : 4300 - COUNTY SHERIFF</b>					
LOCKHART HARDWARE	30952 /1	CUST # 11239 LOCK KEYSAF	Front Office Upgrades	013-4300-5245	33.99
<b>Department 4300 - COUNTY SHERIFF Total:</b>					<b>33.99</b>
<b>Fund 013 - CAPITAL PROJECTS FUND Total:</b>					<b>76,962.99</b>
<b>Fund: 015 - LEOSE-Constables</b>					
<b>Department : 4321 - CONSTABLES - PCT 1</b>					
SAM HOUSTON STATE UNIV	110719	12/2 - 6/19 VICTOR TERRELL	Training-LEOSE-Constable #1	015-4321-4810	464.75
<b>Department 4321 - CONSTABLES - PCT 1 Total:</b>					<b>464.75</b>
<b>Fund 015 - LEOSE-Constables Total:</b>					<b>464.75</b>
<b>Fund: 019 - ADR System Fund</b>					
<b>Department : 1000 - DEPARTMENTS - Header</b>					
CENTRAL TEXAS ALTERNATIV	110819	RESOLUTION PAYMENT FOR	Miscellaneous	019-1000-4850	764.55
<b>Department 1000 - DEPARTMENTS - Header Total:</b>					<b>764.55</b>
<b>Fund 019 - ADR System Fund Total:</b>					<b>764.55</b>
<b>Grand Total:</b>					<b>339,346.71</b>

## Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	99,137.72
002 - UNIT ROAD FUND	151,996.70
005 - LAW LIBRARY FUND	420.00
010 - GRANT FUND	9,600.00
013 - CAPITAL PROJECTS FUND	76,962.99
015 - LEOSE-Constables	464.75
019 - ADR System Fund	764.55
<b>Grand Total:</b>	<b>339,346.71</b>

## Account Summary

Account Number	Account Name	Expense Amount
001-1281	TICKETS - NET DATA (n	1,060.00
001-2120-3110	OFFICE SUPPLIES	550.06
001-2120-4260	TRANSPORTATION	161.24
001-2140-4110	PROFESSIONAL SERVICE	2,183.81
001-2150-3110	OFFICE SUPPLIES	711.56
001-2150-3145	Remote Site Trans Fees	113.46
001-2300	DUE TO PARKS & WILDLI	340.00
001-2835	DUE TO GRAVES, HUMP	7,450.76
001-2865	DUE TO STATE - OTHER	255.00
001-3200-3050	DUES & SUBSCRIPTIONS	50.00
001-3200-3110	OFFICE SUPPLIES	230.46
001-3200-4315	PUBLICATIONS	648.00
001-3220-3110	OFFICE SUPPLIES	28.00
001-3230-3110	OFFICE SUPPLIES	65.00
001-3230-4011	ADMINISTRATIVE EXPEN	1,647.50
001-3240-4160	ADULT - INDIGENT ATTO	1,200.00
001-3240-4189	JUVENILE - ATTY LITIGAT	150.00
001-3253-2070	EMPLOYEE BONDING	50.00
001-3253-3120	POSTAGE	550.00
001-3253-4260	TRANSPORTATION	76.90
001-3253-4810	TRAINING	315.00
001-4310-3100	FOOD SUPPLIES	6,067.37
001-4310-3130	OPERATING SUPPLIES	1,518.07
001-4310-4110	PROFESSIONAL SERVICE	295.19
001-4310-4145	SCAAP PROGRAM PAYM	1,633.50
001-4310-4510	REPAIRS & MAINTENAN	347.76
001-4321-4510	REPAIRS & MAINTENAN	114.80
001-4321-4810	TRAINING	58.42
001-4325-4610	RENTALS	287.50
001-6510-4110	PROFESSIONAL SERVICE	9,903.25
001-6510-4123	AUTOPSY	4,200.00
001-6510-4420	Telephone	4,644.13
001-6510-4425	FAX & INTERNET	7,248.48
001-6510-4850	MISCELLANEOUS	187.50
001-6520-3130	OPERATING SUPPLIES	765.73
001-6520-3140	UNIFORMS	194.54
001-6520-3500	JP3 SIMON BUILDING-M	108.42
001-6520-3540	L.W.SCOTT ANNEX-LOCK	34.57
001-6520-3550	JUDICIAL CENTER-LOCK	426.60
001-6520-3560	JP1/DRC BUILDING-LOC	27.98
001-6520-4510	REPAIRS & MAINTENAN	45.01
001-6520-5120	CALDWELL CO. COURTH	32,094.09
001-6550-1115	Delivery Fee	175.00
001-6550-3010	Temp Election Workers-	4,739.50
001-6550-4310	ADVERTISING AND LEGA	570.00
001-6550-4510	REPAIRS & MAINTENAN	91.94
001-6560-3050	DUES & SUBSCRIPTIONS	625.00
001-6560-3110	OFFICE SUPPLIES	183.89

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-6560-4310	ADVERTISING AND LEGA	58.05
001-6560-4810	TRAINING	475.00
001-6570-3110	OFFICE SUPPLIES	67.26
001-6640-3151	DISPOSAL FEES	895.75
001-6640-4610	RENTALS	634.37
001-6650-3110	OFFICE SUPPLIES	153.01
001-6650-4510	REPAIRS & MAINTENAN	510.00
001-7600-4114	ANIMAL CONTROL EXPE	951.67
001-7620-4320	INDIGENT FUNERAL	900.00
001-8700-4260	TRANSPORTATION	67.62
002-1101-3130	OPERATING SUPPLIES	1,220.94
002-1101-3135	Designated for Road Co	107,783.28
002-1101-3153	AGGREGATE / GRAVEL	33,476.74
002-1101-3181	SIGNS	4,743.75
002-1101-3190	TIRES	30.00
002-1101-4610	RENTALS	464.08
002-1102-3136	SUPPLIES & SMALL TOO	3,072.11
002-1102-4510	REPAIRS & MAINTENAN	990.00
002-1103-2140	UNIFORMS	88.43
002-1103-3135	OPERATING SUPPLIES	127.37
005-1000-5910	OTHER CAPITAL OUTLAY	420.00
010-4323-4515	Operating Expenses	90.00
010-5000-4851	OTHER EXPENSES	60.00
010-6650-4110	PROFESSIONAL SERVICE	9,450.00
013-1101-5310	MACHINERY AND EQUIP	76,929.00
013-4300-5245	Front Office Upgrades	33.99
015-4321-4810	Training-LEOSE-Constabl	464.75
019-1000-4850	Miscellaneous	764.55
	<b>Grand Total:</b>	<b>339,346.71</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	339,346.71
<b>Grand Total:</b>	<b>339,346.71</b>

**2. Approve \$31,094.53 for DVM Comptroller:  
Backup: 3**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to [hobby.haden@co.caldwell.tx.us](mailto:hobby.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us). Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11-26-19

Type of Agenda Item

- Consent  Discussion/Action  Executive Session  Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

**\$ 31,094.53**

1. Costs:

Actual Cost or  Estimated Cost \$ \_\_\_\_\_

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

2. Agenda Speakers:

	<u>Name</u>	<u>Representing</u>	<u>Title</u>
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(1) Darla Law

(2) \_\_\_\_\_

(3) \_\_\_\_\_

3. Backup Materials:  None  To Be Distributed 3 total # of backup pages  
(including this page)

4. [Signature]  
Signature of Court Member

11-7-19  
Date

Exhibit A



RTS.POS.2311

FUNDS REMITTANCE VERIFICATION REPORT  
CALDWELL (28)



Trace Number: 237800

Transaction ID: 02830043774100539

Payment Total: \$709.00  
Date: 11/04/2019  
Method: EFT (Suffix: 1)  
Requested By: DLAW

#709.00 xtra

Funds Report Date	Reporting Date	Payment Amount	Funds Category
11/04/2019	11/04/2019	\$250.00	REBUILT-FEE1
11/04/2019	11/04/2019	\$75.00	REBUILT-FEE2
11/04/2019	11/04/2019	\$240.00	TITLECOMP
11/04/2019	11/04/2019	\$144.00	TITLEAPPL

\*\*\* Please retain this report for your records \*\*\*



RTS.POS.2311

FUNDS REMITTANCE VERIFICATION REPORT  
CALDWELL (28)



Trace Number: 2332507

Transaction ID: 02830043774100635

Payment Total: **\$30,385.53**  
Date: 11/07/2019  
Method: EFT (Suffix: 1)  
Requested By: CLAW

**\$ 30,385.53**

**Xtra**

Funds Report Date	Reporting Date	Payment Amount	Funds Category
11/09/2019	11/09/2019	\$365.00	INS
11/09/2019	11/09/2019	\$700.00	INSP-TCEQ-1
11/09/2019	11/09/2019	\$1,225.00	INSP-TXMBLTY-1
11/09/2019	11/09/2019	\$694.00	INSP-TXONLNE-1
11/09/2019	11/09/2019	\$-76.00	PHTXCOMP
11/09/2019	11/09/2019	\$-38.00	PHTXODISCHT
11/09/2019	11/09/2019	\$209.50	PHAUTOMATE
11/09/2019	11/09/2019	\$894.95	PHDMVCOMP
11/09/2019	11/09/2019	\$25,133.83	CRBFUND
11/09/2019	11/09/2019	\$180.00	BUYERS-TAG
11/09/2019	11/09/2019	\$30.00	DELTRANSFUC
11/09/2019	11/09/2019	\$50.00	DELTRANSEUC
11/09/2019	11/09/2019	\$112.50	DELTRANSTXDOT
11/09/2019	11/09/2019	\$130.00	INSP-TERP
11/09/2019	11/09/2019	\$130.00	INSP-TXMBLTY-3
11/09/2019	11/09/2019	\$11.50	INSP-TCEQ-3
11/09/2019	11/09/2019	\$46.00	INSP-TMF-EMISS
11/09/2019	11/09/2019	\$5.75	INSP-TXONLNE-2
11/09/2019	11/09/2019	\$28.00	INSP-TCEQ-2
11/09/2019	11/09/2019	\$75.25	INSP-TXMBLTY-2
11/09/2019	11/09/2019	\$10.00	INSP-TCEQ-4
11/09/2019	11/09/2019	\$17.50	INSP-TXMBLTY-4
11/09/2019	11/09/2019	\$10.00	MBLTY-CLN-AIR
11/09/2019	11/09/2019	\$11.00	AUTOMATE
11/09/2019	11/09/2019	\$52.50	REPLACEMENT1
11/09/2019	11/09/2019	\$15.33	SPDMVVP6
11/09/2019	11/09/2019	\$13.60	SPVH005FD6
11/09/2019	11/09/2019	\$258.57	SPDMV95FD1
11/09/2019	11/09/2019	\$9.00	SPTXDOT
11/09/2019	11/09/2019	\$5.00	DISPARKCARD
11/09/2019	11/09/2019	\$33.75	TRANSFER
11/09/2019	11/09/2019	\$1.00	STATE PARKS
11/09/2019	11/09/2019	\$1.00	VETERANS' FUND
11/09/2019	11/09/2019	\$38.75	SP-PERSONALIZE
11/09/2019	11/09/2019	\$1.25	SPTXOMV

\*\*\* Please retain this report for your records \*\*\*

RUNDATE 11/07/2019  
RUNTIME 10:06:35

... END OF REPORT ...



**3. Accept the September 2019 County Extension Agent report from Wayne Morse.Backup: 3**

## Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to [hoppy.haden@co.caldwell.tx.us](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/26/2019

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to accept the September 2019 County Extension Agent report from Wayne Morse

**1. Costs:**

Actual Cost or     Estimated Cost    \$ none

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

Name	Representing	Title
_____		

(1) Judge Haden

(2) \_\_\_\_\_

(3) \_\_\_\_\_

**3. Backup Materials:**     None     To Be Distributed    3 total # of backup pages  
(including this page)

4.   
Signature of Court Member \_\_\_\_\_

Date 11/12/2019

TEXAS A&M AGRILIFE EXTENSION SERVICE

COUNTY COMMISSIONERS REPORT

NAME: Wayne Morse

TITLE: County Extension Agent - Caldwell County 055

MONTH: September


DATE	SCOPE/DESCRIPTION OF MAJOR ACTIVITIES	NIGHT OR WEEKEND ACTIVITY	CONTACTS	MILES	MEALS	LODGING	REG. FEES
10/01/19	Livestock Judging Practice	YES	6				
10/02/19	County Roundup	YES	13				
10/04/19	Reed Site Visit	Yes	4				
10/05/19	Luling Validation	YES	37				
10/09/19	Beef Quiz Bowl Practice	YES	5				
10/11/19	Official interview in Uvalde	NO	3	270 Miles Round Trip			
10/14/19-10/15/19	Horticulture Certificate Training	YES	20	196 Miles round trip for 2 days			
10/16/19	Ag Committee Meeting	NO	10				
10/17/19	Major Sheep and Goat Validation	YES	65				
10/18/19	Site visit James Bonn	NO					
10/19/19	Fishing Outing Bobby Schmidt Ranch	YES	7				
10/21/19	Beef Quizbowl Practice	YES	5				
10/22/19	Livestock Judging Practice	YES	7				
10/23/19	Ride with Thomas Kemp to Look at heifer	NO	2				
10/29/19-10/30/19	Beef 706 in College Station	YES	40	266 Miles Round Trip			
			6				
Office Visits							
Emails			227				
Phone Calls			53				
	<b>GRAND TOTAL</b>		<b>510</b>	<b>732 Miles</b>			

**MAJOR PLANS FOR NEXT MONTH:**

DATE	PLANS
11/01/19	4-H Dance
11/02/19	Sheep presentation for Bell County
11/12/19	Path to plate program at School
11/13/19	Turkey Pickup
11/16/19	Ag Gameshow Night
11/19/19	Volunteer Appreciation Night
11/21/19	Major Swine Validation
11/23/19	Regional Clinic in Carrizo Springs

MILES	#NA
SITE CONTACTS	#NA
PHONE	#50
BLOG	#2
NEWS COLUMNS	#1
NEWS RELEASES	#
EMAIL	#200

I here certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

SIGNATURE 

Title CEA 4-H/ANR-

Date 11/04/19

Texas A&M AgriLife Extension\*The Texas A&M University System\*Dr. Douglas Steele, Director\*College Station, TX

**4. Accept the Caldwell County Appraisal District Tax Collection from October 2019. Backup: 4**

**Caldwell County Agenda Item Request Form**

To: All Elected Officials and Department Heads – Hand deliver or scan & email to [hobby.haden@co.caldwell.tx.us](mailto:hobby.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/26/2019

**Type of Agenda Item**

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to approve Caldwell County Appraisal District Tax Collection for October 2019

**1. Costs:**

Actual Cost or     Estimated Cost    \$ None

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	Judge Haden		
(2)			
(3)			

3. Backup Materials:     None     To Be Distributed    4 total # of backup pages (including this page)

4.  \_\_\_\_\_  
Signature of Court Member

\_\_\_\_\_ 11/21/2019 \_\_\_\_\_  
Date

# CALDWELL COUNTY COMMISSIONERS

## Tax Collection Report

OCTOBER 2019

	October	Prior Months	YTD TOTAL	PRIOR YEAR
2019 Tax Collection	\$807,441.19	\$0.00	\$807,441.19	\$717,962.60
2018 & Prior Collection	\$78,000.87	\$0.00	\$78,000.87	\$80,290.91
<b>Total Tax Collection =</b>	<b>\$885,442.06</b>	<b>\$0.00</b>	<b>\$885,442.06</b>	<b>\$798,253.51</b>

note: Above figures include penalties and interest collected

2019 Original Levy \$19,571,799.26

October 31, 2019 Percent of 2019 Tax Collected 4.13%

October 31, 2018 Percent of 2018 Tax Collected 4.08%

October 31, 2017 Percent of 2017 Tax Collected 2.85%

October 31, 2019 - Balance of Delinquent Tax \$1,914,123.25

October 31, 2018 - Balance of Delinquent Tax \$1,729,049.53

October 31, 2017 - Balance of Delinquent Tax \$1,676,814.57

Corrections made to Current Tax Roll (\$19,113.18)

Corrections made to Delinquent Tax Roll (\$992.31)

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$10,022.00

Submitted by:

*Shanna Ramzinski*

Shanna Ramzinski  
Chief Appraiser  
Caldwell County Appraisal District

# CALDWELL COUNTY

## Balance Sheet

OCTOBER 2019

### DEPOSITS

Date	Amount		CHECK #
	M & O	I & S	
(1) 10-Oct-19	\$22,110.36	\$2,037.34	EFT
(2) 17-Oct-19	\$16,954.48	\$1,574.30	EFT
(3) 18-Oct-19	\$99,712.54	\$8,996.94	EFT
(4) 22-Oct-19	\$175,101.91	\$15,789.17	EFT
(5) 25-Oct-19	\$120,329.20	\$10,889.27	EFT
(6) 30-Oct-19	\$170,497.79	\$15,400.31	EFT
(7) 5-Nov-19	\$207,322.41	\$18,726.04	EFT
(8)	\$0.00	\$0.00	
(9)	\$0.00	\$0.00	
(10)	\$0.00	\$0.00	
(11)	\$0.00	\$0.00	
(12)	\$0.00	\$0.00	
(13)	\$0.00	\$0.00	
(14)	\$0.00	\$0.00	
(15)	\$0.00	\$0.00	
(16)	\$0.00	\$0.00	
(17)	\$0.00	\$0.00	
(18)	\$0.00	\$0.00	
(19)	\$0.00	\$0.00	
(20)	\$0.00	\$0.00	
(21)	\$0.00	\$0.00	
(22)	\$0.00	\$0.00	
(23)	\$0.00	\$0.00	
(24)	\$0.00	\$0.00	
(25)	\$0.00	\$0.00	
Subtotals	<u>\$812,028.69</u>	<u>\$73,413.37</u>	
TOTAL ALL DEPOSITS	<u>\$885,442.06</u>		



# CALDWELL COUNTY

Balance Sheet

OCTOBER 2019

## Collections

	FARM TO MARKET M & O	GENERAL FUND																													
		M & O	I & S																												
Current Tax	\$111.00	\$740,578.33	\$66,751.86																												
Current P & I	\$0.00	\$0.00	\$0.00																												
Delinquent Tax	\$8.69	\$57,109.84	\$5,313.76																												
Delinquent P & I	\$1.88	\$14,218.95	\$1,347.75																												
		<b>Subtotals</b>	<b>\$73,413.37</b>																												
		<b>\$811,907.12</b>																													
<b>TOTAL FTM</b>	<b>\$121.57</b>	<b>TOTAL GCA</b>	<b>\$885,320.49</b>																												
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 20%; text-align: center; border-bottom: 1px solid black;">ROAD &amp; BRIDGE M &amp; O</th> <th colspan="2" style="width: 50%; text-align: center; border-bottom: 1px solid black;">STATE TAX M &amp; O</th> </tr> <tr> <th></th> <th></th> <th style="width: 20%; text-align: center; border-bottom: 1px solid black;">M &amp; O</th> <th style="width: 10%; text-align: center; border-bottom: 1px solid black;">M &amp; O</th> </tr> </thead> <tbody> <tr> <td>Current Tax</td> <td style="text-align: center;">n/a</td> <td style="text-align: center;">n/a</td> <td></td> </tr> <tr> <td>Current P &amp; I</td> <td style="text-align: center;">n/a</td> <td style="text-align: center;">n/a</td> <td></td> </tr> <tr> <td>Delinquent Tax</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>Delinquent P &amp; I</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td><b>TOTAL RAB</b></td> <td style="text-align: right; border-top: 3px double black;"><b>\$0.00</b></td> <td><b>TOTAL STX</b></td> <td style="text-align: right; border-top: 3px double black;"><b>\$0.00</b></td> </tr> </tbody> </table>					ROAD & BRIDGE M & O	STATE TAX M & O				M & O	M & O	Current Tax	n/a	n/a		Current P & I	n/a	n/a		Delinquent Tax	\$0.00	\$0.00		Delinquent P & I	\$0.00	\$0.00		<b>TOTAL RAB</b>	<b>\$0.00</b>	<b>TOTAL STX</b>	<b>\$0.00</b>
	ROAD & BRIDGE M & O	STATE TAX M & O																													
		M & O	M & O																												
Current Tax	n/a	n/a																													
Current P & I	n/a	n/a																													
Delinquent Tax	\$0.00	\$0.00																													
Delinquent P & I	\$0.00	\$0.00																													
<b>TOTAL RAB</b>	<b>\$0.00</b>	<b>TOTAL STX</b>	<b>\$0.00</b>																												
<b>TOTAL COUNTY COLLECTIONS</b>		<b>\$885,442.06</b>																													

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$10,022.00

Attorney Fees Detail

FTM		\$0.89
GCA	\$10,021.11	
RAB		\$0.00
STX		\$0.00

**5. Accept the October 2019 Utilities. Backup:  
2**

## Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to [hoppy.haden@co.caldwell.tx.us](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us). Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/26/2019

### Type of Agenda Item

- Consent    Discussion/Action    Executive Session    Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to approve Oct 2019 Utilities

1. **Costs:**

Actual Cost or    Estimated Cost   \$ \_\_\_\_\_

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

2. **Agenda Speakers:**

\_\_\_\_\_ Name                      Representing                      Title

(1) Judge Haden

(2) \_\_\_\_\_

(3) \_\_\_\_\_

3. Backup Materials:    None    To Be Distributed   2 total # of backup pages  
(including this page)

4.  \_\_\_\_\_  
Signature of Court Member

Date   11/12/2019

Bill Name	Location	Oct-19
Maxwell Water Supply Corp.	Hwy 142/CCR 239 & FM 1966 <b>JP 3</b>	35.56
	<b>MAXWELL WATER SUPPLY CORP. - TOTAL</b>	<b>35.56</b>
Polonia Water Supply Corp.	Caldwell County <b>Unit Rd</b>	37.60
Polonia Water Supply Corp.	Caldwell Co. Prec. 4-49 Civic Dr., Dale, TX	34.06
	<b>POLONIA WATER SUPPLY CORP. - TOTAL</b>	<b>71.66</b>
Texas Gas Service	Caldwell County Jail #2, 1204 Reed Rd <b>CCSO</b>	150.91
	Caldwell County 405 E. Market, Lockhart	87.86
	County Bldg Luling, 510 E Pierce, Luling	86.99
	Caldwell County #2, 401 E. Market, Lockhart	87.86
	Caldwell Cty <b>Juv Prob Dept</b>	88.98
	Caldwell Co. New Building-1703 S. Colorado	92.80
	<b>TEXAS GAS SERVICE - TOTAL</b>	<b>595.40</b>
City of Lockhart - CALDCO 01	Caldwell Co. Annex, 405 E. Market	310.06
	Caldwell Co. Annex, 405 E. Market	497.44
	<b>CITY OF LOCKHART - CALDCO 01 -TOTAL</b>	<b>807.50</b>
City of Lockhart - CALDCO 02	Caldwell Co. Annex, 110 S. Main	1,644.16
	Bkroom, 312 E. San Antonio SERVER RM	291.00
	CC <b>Juvenile Prob.</b> Dept, 312 E. San Antonio	674.29
	CC Annex, CC Courthouse, 401 E. Market	601.39
	CC District Resource Cent, 401 E. Market - DRC	650.77
	Caldwell Co. Annex, 110 S. Main-Sprinkler	39.83
	CC Judicial Center, 1703 S. Colorado	7,135.91
	CC Judicial Center, 1703 S. Colorado	39.83
	Caldwell Co. Annex, 1196 Reed Dr.-Barn MAINT.	158.51
	Caldwell Co. Annex, Blackjack	2,109.37
	Caldwell Co. Annex, 1204 Reed Dr. <b>CCSO</b>	19,454.23
	Caldwell Co. Annex, 1403 Blackjack-LW School	250.09
	Caldwell Co. Annex, 1403 Blackjack-Maint Bldg	167.90
	<b>CITY OF LOCKHART - CALDCO 02 - TOTAL</b>	<b>33,217.28</b>
City of Luling - CALDWELL	Caldwell Co-JP/County Auditor, 508 N. Fannin St	283.79
Statement date usually end of the month.	Caldwell Co-Adult/Juv Serv, 512 E. Fannin St.	110.09
	Caldwell Co. Welfare Off, 505 E. Fannin St.	114.85
	Caldwell Co Prec. #2, 423 San Marcos Hwy.	50.39
	<b>CITY OF LULING - CALDWELL - TOTAL</b>	<b>559.12</b>
Bluebonnet Electric	Caldwell County <b>Precint #3</b>	307.92
	Caldwell County Prec 4	102.06
Bluebonnet Electric	Caldwell County <b>URS</b>	489.58
	<b>Sanitation - meter no: 122860878/43673230</b>	153.71
	<b>BLUEBONNET ELECTRIC - TOTAL</b>	<b>1,053.27</b>

**Total Utilities Paid: 36,339.79**

**6. To accept payment and renewal bond of policy #15530860 for Jenifer Watts.  
Backup: 4**

**Caldwell County Agenda Item Request Form**

To: All Elected Officials and Department Heads – Hand deliver or scan & email to [hopy.haden@co.caldwell.tx.us](mailto:hopy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11-26-19

**Type of Agenda Item**

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?  
to approve renewal bond for Jennifer Watts

**1. Costs:**

Actual Cost or     Estimated Cost    \$ 50.00

Is this cost included in the County Budget?    yes

Is a Budget Amendment being proposed?    no

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	<u>Judge Haden</u>		
(2)			
(3)			

3. Backup Materials:     None     To Be Distributed    4 total # of backup pages  
(including this page)

4.   
Signature of Court Member

11/13/2019  
Date

**CARL R. OHLENDORF INSURANCE**

115 SOUTH MAIN STREET  
LOCKHART, TX 78644  
Phone: 512-398-2318

Caldwell County  
P. O. Box 98  
Lockhart, TX 78644

<b>INVOICE NO. 17262</b>		<b>Page 1</b>
<b>ACCOUNT NO.</b>	<b>OP</b>	<b>DATE</b>
CALDW01	JB	11/08/2019
<b>BOND Dec Page</b>		
<b>POLICY #</b>		
15530860		
<b>COMPANY</b>		
Western Surety		
<b>PRODUCER</b>		
Adair H. Rucker		
<b>EFFECTIVE</b>	<b>EXPIRATION</b>	<b>BALANCE DUE ON</b>
12/11/2019	12/11/2020	

<b>Itm #</b>	<b>Eff Date</b>	<b>Trn</b>	<b>Description</b>	<b>Amount</b>
141955	12/11/19	REN	Jennifer Watts Bond	\$50.00
			<b>Invoice Balance:</b>	\$50.00

Court Clerk Bond



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 15530860 briefly described as COURT CLERK COUNTY OF CALDWELL,  
for JENIFER WATTS, as Principal,  
in the sum of \$ ONE THOUSAND AND NO/100 Dollars, for the term beginning December 11, 2019, and ending December 11, 2020, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 26th day of August, 2019.



WESTERN SURETY COMPANY

By Paul T. Bruhat  
Paul T. Bruhat, Vice President

**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One COURT CLERK COUNTY OF CALDWELL

bond with bond number 15530860

for JENIFER WATTS

as Principal in the penalty amount not to exceed: \$1,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruffat with the corporate seal affixed this 26th day of August, 2019.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } SS

On this 26th day of August, 2019, before me, a Notary Public, personally appeared Paul T. Bruffat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR  
NOTARY PUBLIC  
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr  
Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



**7. To ratify the execution of the exclusion request form regarding National Prescription Opiate Litigation. Backup: 154**

**Caldwell County Agenda Item Request Form**

To: All Elected Officials and Department Heads – Hand deliver or scan & email to [hoppy.haden@co.caldwell.tx.us](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11-26-19

**Type of Agenda Item**

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to ratify exclusion request form regarding National Prescription Opiate Litigation.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ None

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	Judge Haden		
(2)	Amanda Montgomery		
(3)			

**3. Backup Materials:**     None     To Be Distributed    154 total # of backup pages (including this page)

4. [Signature]  
Signature of Court Member

Date 11/26/2019

**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY  
YOU MUST ACT BY NOVEMBER 22, 2019**

**EXCLUSION REQUEST FORM**

**Read this page carefully then turn to Page 2 if you want to sign and send**

Complete this form **ONLY** if your County or City does **NOT** want to remain a Class Member and does not want to share in any potential negotiated Class settlement. If your County or City does not complete and submit this form, it will be deemed to be a Class Member so long as it is a County or City in the United States as those terms are described in the Class Notice and is on the list of Class Members found at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO

\_\_\_\_\_ x  
:   
In re NATIONAL PRESCRIPTION : 1:17-md-2804 (DAP)  
OPIATE LITIGATION :   
\_\_\_\_\_ x

Class Notice Administrator  
NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727

Dear Class Notice Administrator:

My County or City does **NOT** want to be a member of the Negotiation Class certified in the *In re National Prescription Opiate Litigation*. I understand that by completing the information requested on page 2, signing, and submitting a copy of this form by email (to the email address on page 2) sent on or before **November 22, 2019** OR by first-class U.S. mail (to the mailing address on page 2) post-marked on or before **November 22, 2019**, I am opting my County or City out of the Negotiation Class and it will **NOT** be a Class Member. I understand that by timely submitting this form, my County or City is foregoing the right to share in any Class settlement that may be obtained. I understand that my County or City is **NOT** guaranteed an opportunity to opt back in if there is a Class settlement, so this is our final decision. I also understand that by opting out, my County or City will not be bound by any judgment entered as part of any Class settlement.

I understand that if my jurisdiction is a Class Member and wants to remain a Class Member, it does not need to do anything now. I understand that I should **NOT** return this Exclusion Request Form if my jurisdiction wants to remain a Class Member.

I understand that, if I have any questions, I may contact Class Counsel at **1-877-221-7468**, or visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info) **BEFORE** I mail this form to you and **BEFORE** **November 22, 2019**.

**TURN TO PAGE 2 IF YOU WANT TO SIGN EXCLUSION/OPT-OUT FORM  
AND FOR EMAIL AND MAILING ADDRESSES**

**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY  
YOU MUST ACT BY NOVEMBER 22, 2019**

**EXCLUSION REQUEST FORM**  
**Read Information on Page 1 carefully before signing**

Having read and understood the information on page 1, the County or City (circle one) entitled Caldwell County in the State of Texas hereby excludes itself from the Negotiation Class certified by the United States District Court in the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL 2804. Under penalty of perjury and in accordance with 28 U.S.C. § 1746, I declare that I am an official or employee authorized to take legal action on behalf of my County or City.

Signature: 

Print name: Hoppy Haden

Title: County Judge

City or County Represented: Caldwell (Circle one): City County

Address: 110 S. Main St.

City: Lockhart State: Texas Zip Code: 78644

Phone: 512-398-1908 Email: hoppy.haden@co.caldwell.tx.us

Date: 11-12-19

**BY NOVEMBER 22, 2019**

**EMAIL TO:**

**OR SEND BY  
FIRST CLASS MAIL TO:**

info@OpioidsNegotiationClass.info

NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727



**MYLAN BERTEK PHARMACEUTICALS** §  
**INC.;** §  
**MISSION PHARMACAL COMPANY;** §  
**MCKESSON CORPORATION;** §  
**MCKESSON MEDICAL-SURGICAL INC.;** §  
**CARDINAL HEALTH, INC.;** §  
**CARDINAL HEALTH 110, LLC;** §  
**AMERISOURCEBERGEN CORPORATION;** §  
**AMERISOURCEBERGEN DRUG** §  
**CORPORATION;** §  
**ADVANCED PHARMA, INC. d/b/a** §  
**AVELLA OF HOUSTON;** §  
**and,** §  
**DOES 1 – 99, INCLUSIVE,** §  
  
*Defendants.* §

**CALDWELL COUNTY’S ORIGINAL PETITION**  
**AND REQUESTS FOR DISCLOSURE**

Plaintiff, the County of Caldwell, by and through the undersigned attorneys (hereinafter “Caldwell County” or “County”), files this Original Petition and Requests for Disclosure against Defendants Teva Pharmaceutical Industries, LTD., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Allergan PLC f/k/a Actavis PLC, Allergan Finance, LLC f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc., Allergan Sales, LLC, Allergan USA Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma Inc. f/k/a Watson Pharma, Inc., Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc., Janssen Pharmaceuticals, Inc. f/k/a Ortho-McNeil-Janssen Pharmaceuticals, Inc. f/k/a Janssen Pharmaceutica, Inc., Johnson & Johnson, Noramco, Inc., Assertio Therapeutics, Inc. f/k/a Depomed, Inc., Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Par Pharmaceutical, Inc., Par Pharmaceutical Companies, Inc., AbbVie Inc., Knoll Pharmaceutical Company, Mallinckrodt PLC, Mallinckrodt LLC, SpecGx LLC, Mylan Inc., Mylan Institutional Inc., Mylan Pharmaceuticals Inc., Mylan Specialty L.P., Mylan Bertek Pharmaceuticals Inc., Mission Pharmacal Company, McKesson Corporation, McKesson Medical-Surgical Inc., Cardinal Health, Inc., Cardinal Health 110, LLC, AmerisourceBergen Corporation,

AmerisourceBergen Drug Corporation, Advanced Pharma, Inc. d/b/a Avella of Houston, and, DOES 1 – 99, inclusive (hereinafter collectively “Defendants”), and respectfully shows the Court as follows:



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## I. INTRODUCTION

1. This is a case about a group of companies that put profit over people. Defendants, manufacturers and distributors of opioids, knew that their drugs were dangerous and highly addictive. These facts limited their products' profitability. So, Defendants decided to change the facts.

2. Defendants spent millions of dollars to create a publicity machine that, using supposedly unbiased doctors and organizations funded by the industry, convinced the medical community not only that opioids were safe and non-addictive, but that the best treatment for addiction was *more opioids*. Defendants made tens of billions of dollars. Meanwhile, America suffered—and few places in Texas suffered more than Caldwell County.

3. Opioid-abuse deaths are on the rise and, left to deal with the fallout from opioid addiction, Caldwell County must now stand up to these pharmaceutical giants and seek redress for the extensive damages they have caused Caldwell County.

4. Since 1990, the number of Americans who have died annually from drug overdoses has increased by more than 650 percent.<sup>1</sup> In 2017, there were 70,237 drug overdose deaths in the U.S.<sup>2</sup> Opioids were involved in 68 percent of these overdose deaths.<sup>3</sup> The number of opioid overdose deaths in 2017 alone surpassed the number of deaths in the AIDS epidemic at its peak. The Centers for Disease Control and Prevention (CDC) report that “[o]n average, 130 Americans die every day from an opioid overdose.”<sup>4</sup>

5. This disaster was man-made. A group of companies created the opioid epidemic by conspiring to push their drugs onto vulnerable Americans and Texans, leaving families and local

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<sup>1</sup> Katz, Josh, *Drug Deaths in America are Rising Faster than Ever*, N.Y. TIMES, Jun. 5, 2017.

<sup>2</sup> Scholl, Lawrence, et al., *Drug and Opioid-Involved Overdose Deaths – United States, 2013-2017*, 67(5152) MMWR MORB MORTAL WKLY REP 1419-1427 (2019).

<sup>3</sup> *Id.*

<sup>4</sup> *Opioid Overdose: Understanding the Epidemic*, CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC), <https://www.cdc.gov/drugoverdose/epidemic/index.html>.

governments to clean up the carnage. These companies consciously created a climate in which opioids, despite their danger and addictiveness, are widely available. The result is the worst drug-overdose epidemic in our nation's history.

6. The Office of the Texas Attorney General, the Texas Health and Human Services Commission, and the Texas Department of State Health Services agree that “[p]rescription opioid painkiller misuse is a big problem not only in the United States, but in the great State of Texas.”<sup>5</sup>

7. The opioid epidemic suffered by Caldwell County is neither a coincidence nor an accident. It was designed by a group of companies willing to sacrifice individuals in the pursuit of profit.

8. Before the 1990s, it was widely accepted within pharmaceutical and medical communities that opioids should be used only for short-term acute pain—that is, pain relating to recovery from major surgery or for cancer or palliative (end-of-life) care. The use of opioids for chronic pain was not indicated because of the high risk of harm and because there was a lack of evidence that opioids improved patients' ability to function and overcome pain. But the manufacturers and distributors of opioids envisioned a bigger market for their products—and they were unimaginably successful.

9. In the mid-1990s, pharmaceutical companies unleashed a massive marketing campaign, distorting scientific studies and tainting virtually every source of medical information that doctors and the public relied on with misinformation touting the safety and effectiveness of opioids for a wide range of common, chronic pain conditions.

10. Through sustained marketing campaigns and front organizations that targeted doctors with a campaign of misinformation, Defendants changed the culture around and perception of prescription opioids in America and in Texas. Opioid manufacturers successfully persuaded doctors and patients that

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<sup>5</sup> Office of the Tex. Atty. General, Tex. Health & Human Servs. Comm'n, Tex. Dep't of State, *Dose of Reality: Raising Awareness to Help Save Lives*, <http://doseofreality.texas.gov>.

opioids are not addictive, that opioids are safe for long-term use, and that the compassionate treatment of pain *required* opioids. Defendants' increased sales of opioids spread across the country like a wildfire, ravaging the country, robbing parents of children and children of parents. The number of deaths attributed to prescription drugs now surpasses those for cocaine and heroin combined.

11. Defendants' clear disregard for human life is endemic within the pharmaceutical industry. In a 2009 email exchange, a Mallinckrodt sales representative notified a wholesale distributor that a 1,200-bottle order of opioids had been shipped to fulfill a spike in demand. The distributor responded with "Keep 'em comin'! Flying out of there. **It's like people are addicted to these things or something. Oh, wait, people are . . .**" The Mallinckrodt sales representative brashly replies: "**Just like Doritos keep eating. We'll make more.**"<sup>6</sup>

12. Defendants' profit-maximizing scheme included misrepresenting the safety, risks, benefits, and efficacy of long-term opioid use. They employed a multi-pronged strategy using continuing medical education ("CME") seminars, branded advertisements specifically targeting opioid prescribers, and unbranded advertisements aimed at consumers—including particularly vulnerable populations like the injured and elderly. Defendants also relied on professional organizations that were, in reality, front groups for opioid manufacturers looking to push their pro-opioid propaganda. As a result, the opioid industry's campaign of misinformation permeated and directed medical research and literature, causing widespread opioid use for the treatment of chronic pain.

13. The National Institute of Drug Abuse attributes the opioid crisis to Defendants' successful marketing campaign. Defendants expended billions of dollars to promote the benefits of opioids for non-cancer, moderate pain, while trivializing and denying their risks. Defendants' promotional messages

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<sup>6</sup> Higham, Scott, et al., *Internal Drug Company Emails Show Indifference to Opioid Epidemic*, WASH. POST, Jul. 19, 2019, [https://www.washingtonpost.com/investigations/internal-drug-company-emails-show-indifference-to-opioid-epidemic-ship-ship-ship/2019/07/19/003d58f6-a993-11e9-a3a6-ab670962db05\\_story.html](https://www.washingtonpost.com/investigations/internal-drug-company-emails-show-indifference-to-opioid-epidemic-ship-ship-ship/2019/07/19/003d58f6-a993-11e9-a3a6-ab670962db05_story.html).

deviated substantially from any approved labeling and caused prescribing physicians and patients to underappreciate the health risks and overestimate the benefits of opioids.

14. Defendants' marketing campaign was so successful that by 2017, according to the National Safety Council, 74 percent of all doctors prescribed opioids for chronic back and 55 percent prescribed opioids for dental pain, "neither of which is appropriate in most cases."<sup>7</sup> Further, 99 percent of doctors prescribed opioids for longer than the three-day period recommended by the CDC and 23 percent prescribed at least a month's worth of opioids, despite scientific evidence showing that just 30 days of usage can cause brain damage.<sup>8</sup>

15. As prescribing rates skyrocketed across our country, opioid distributors, driven by massive profits, knowingly and repeatedly failed to take action to prevent questionable, even dubious purchases of opioids that flowed unimpeded into local communities, including Caldwell County.

16. Defendants Cardinal, AmerisourceBergen and McKesson ("Distributor Defendants") are among the 15 largest American corporations by revenue and, combined, distribute more than 90 percent of all drugs and medical supplies in the U.S.<sup>9</sup> Distributor Defendants played an integral role in the in explosion of the opioid epidemic. Distributor Defendants purchased opioids from Manufacturers and sold them to pharmacies and retailers throughout Caldwell County. Distributor Defendants function as "trusted partners" with Manufacturer Defendants in maximizing market share and success of their opioid products.

17. AmerisourceBergen states on its website that it "partner[s] with manufacturers to move markets and change lives."<sup>10</sup> AmerisourceBergen offers "solutions" for Manufacturers, promising to

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<sup>7</sup> NAT'L SAFETY COUNSEL, NSC Poll: 99% of Doctors Prescribe Highly-Addictive Opioids Longer than CDC Recommends (2017).

<sup>8</sup> *Id.*

<sup>9</sup> Hakim, Danny, et al., *The Giants at the Heart of the Opioid Crisis*, NY TIMES, Apr. 22, 2019, <https://www.nytimes.com/2019/04/22/health/opioids-lawsuits-distributors.html>.

<sup>10</sup> AmerisourceBergen, "Manufacturer Solutions," <https://www.amerisourcebergen.com/solutions-manufacturers>.



leverage its “extensive access to health systems, community pharmacies, physician practices and other classes of trade” to “extend[] [manufacturers’] reach across a continuum of care” and “drive market share growth.”<sup>11</sup> McKesson claims that its “health care informatics expertise” allows it to provide manufacturers with “painstaking market research” to help manufacturers develop and refine their “product launch and market penetration strategy.”

18. Distributor Defendants promote themselves as partners and resources for pharmaceutical manufacturers in “pharmacovigilance,” representing that they can “detect, assess, and monitor [] therapies throughout the patient journey.” Distributor Defendants like Cardinal Health provide programs that “design [] and maintain [] registries of prescribers, pharmacies, distributors, and patients” and “assess [whether] patients are receiving and understanding medication guides.” Cardinal Health advises that it can help pharmaceutical manufacturers “ensure the highest level of patient touch by providing high-quality clinical services during therapy.” These programs require, among other things, that the Distributor Defendants provide through the chain of distribution a plain-English medication guide delivered to each patient that describes the serious risks of taking the prescription drug. This duty of the Distributor Defendants is not mitigated by the prescribing doctor.

19. Distributor Defendants have acknowledged and claim to have undertaken a duty to prevent prescription drug diversion and abuse based on their unique role in the opioid supply chain. Distributor Defendants laud on their website their ability to detect and prevent prescription drug diversion to illicit or improper purposes. AmerisourceBergen claims that it uses “complex algorithms [that] identify and stop orders that are deemed to be suspicious.” And Cardinal Health claims it uses a “state of the art, constantly adaptive system to combat opioid diversion.”

20. In continuing to oversupply opioids in Caldwell County, Distributor Defendants put their

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<sup>11</sup> *Id.*

partnership with pharmaceutical manufacturers above their obligations to secure the opioid supply chain. Defendants worked in concert to flood Caldwell County with more opioids than could possibly be consumed for therapeutic purposes, resulting in opioids being diverted into illicit markets for non-therapeutic use.

21. As a direct and foreseeable consequence of Distributor Defendants' failure to act as the gatekeeper of the opioid supply chain and distributing opioids even though suspicion that shipments were being diverted for illicit purposes, Caldwell County has spent and continues to spend large sums of money combatting the public health crisis.

22. The money Caldwell County has spent comes directly from its taxpayers. These taxpayers include Caldwell County physicians, who relied on Defendants' misleading safety and efficacy information and prescribed more opioids to taxpaying residents in Caldwell County. These taxpayers necessarily included Caldwell County residents who either suffered the addictive effects of consuming opioids or overdosed using Defendants' opioids that had been over-prescribed and over-supplied to Caldwell County as Defendants intended. Therefore, this group of Caldwell County residents has suffered not only injury to property, but also bodily injury, as a result of Defendants' misconduct in the false promotion and/or oversupply of prescription opioids.

23. Defendants' efforts to sell more prescription opioids than can be consumed therapeutically were natural and foreseeable causes of overdose deaths and injuries in Caldwell County. But for Defendants' deceptive marketing scheme that changed the way physicians prescribe opioids, coupled with the systematic undermining of institutional controls to prevent diversion, the number of opioids would not have quadrupled, thereby giving rise to the opioid epidemic—the costs of which have resulted in Caldwell County's injuries.

24. The pillage and plunder philosophy and resulting acts and omissions by Defendants has

imposed an overwhelming financial burden on Caldwell County. As a direct and foreseeable consequence of Defendants' conduct, Caldwell County has committed and continues to commit resources to provide and pay additional health care, law enforcement, social services, public assistance, pharmaceutical care and other services necessary for its residents.

25. Caldwell County files this lawsuit to say, "enough is enough." Texas law provides remedies for the damages caused by Defendants' acts and omissions. As such, Caldwell County seeks, under Texas law, to recover all damages it has sustained as a result of Defendants' tortious conduct, including without limitation: (1) costs for providing medical care and various treatments and programs for individuals suffering from opioid-related addiction or disease, including overdose and death; (2) costs for providing treatment, counseling, and rehabilitation services for opioid-addicted patients and their families; (3) costs for providing treatment of infants with opioid-related medical conditions; (4) costs associated with patient counseling for pain management, necessitated by use of medically-unnecessary prescription opioids; (5) costs for social service programs for vulnerable populations, such as youths and the elderly; (6) costs associated with emergency services and public safety; (7) costs associated with training additional staff in the proper treatment of opioid overdoses; and (8) costs for community outreach and other preventative, public education programs relating to or resulting from the opioid epidemic.

## **II. RULE 47 STATEMENT OF MONETARY RELIEF SOUGHT**

26. Caldwell County seeks monetary relief over \$1,000,000. Tex. R. Civ. P. 47(c)(5).

## **III. DISCOVERY CONTROL PLAN**

27. Caldwell County intends to conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.4 and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because the County requests injunctive relief and monetary relief over \$100,000.

## IV. PARTIES

28. Plaintiff, County of Caldwell, is a corporate and political body and duly created and established political subdivision of the State of Texas. *See* TEX. CONST. art IX, § 1 and Tex. Loc. Gov't Code § 71.001. As of 2018, Caldwell County had a population of 43,247 residents. The Commissioners Court is the governing body of Caldwell County. It is comprised of a county judge and four commissioners and exercises powers over county business as provided by law.

29. Caldwell County provides a variety of services to its residents, including, but not limited to: programs for families and children, public health, public assistance, law enforcement, public safety, corrections, judicial services, emergency care, and health benefits to its employees.

30. Caldwell County has standing to bring this lawsuit because it has suffered injury in fact caused by Defendants' misconduct, and that harm can be redressed through this action.

### A. Manufacturer Defendants

#### *“Teva”*<sup>12</sup>

31. Defendant Teva Pharmaceutical Industries, Ltd. is an Israeli multinational corporation with global headquarters located at 5 Basel Street, Petach Tikva 49131, Israel. Teva Pharmaceutical Industries, Ltd. is the largest generic drug manufacturer in the world and one of the 15 largest pharmaceutical companies in the world. Teva Pharmaceutical Industries, Ltd. and its subsidiaries operate as an integrated business. As of 2017, Teva Pharmaceutical Industries, Ltd. is no longer qualified as a foreign private issuer under SEC rules and, accordingly, is subject to the same registration and disclosure requirements applicable to domestic U.S. entities.

32. Defendant Teva Pharmaceuticals USA, Inc. is a Delaware corporation with its principal

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<sup>12</sup> When used herein, the term “Teva” refers collectively to Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., and Cephalon, Inc.

place of business in North Wales, Pennsylvania. On information and belief, Teva Pharmaceuticals USA, Inc. is a wholly owned subsidiary of Teva Pharmaceutical Industries, Ltd. and acts at the direction of, under the control of, and for the benefit of Teva Pharmaceutical Industries, Ltd. Upon information and belief, Teva Pharmaceutical Industries, Ltd. and Teva Pharmaceuticals USA, Inc. are agents of each other or work in concert with each other with respect to the development, regulatory approval, marketing, sale, and distribution of products throughout the U.S., including Caldwell County. Teva Pharmaceuticals USA, Inc. maintains the website [www.tevausa.com](http://www.tevausa.com), which displays Teva Pharmaceutical Industries, Ltd.'s logo. Teva Pharmaceuticals USA, Inc. is licensed in the State of Texas as an out-of-state prescription drug manufacturer and wholesale distributor. Teva Pharmaceuticals USA, Inc. may be served with process through its registered agent, Corporate Creations Network, Inc., 3411 Silverside Road, Tatnall Building, Suite 104, Wilmington, Delaware 19810.

33. Defendant Cephalon, Inc. is a Delaware corporation with its principal place of business in Frazer, Pennsylvania. Cephalon, Inc. was acquired in 2011 by Israeli-based Teva Pharmaceutical Industries, Ltd. On information and belief, Cephalon, Inc. acts at the direction of, under the control of, and for the benefit of Teva Pharmaceutical Industries, Ltd. On information and belief, since the acquisition, Teva Pharmaceuticals USA, Inc. has conducted Teva Pharmaceutical Industries, Ltd.'s sales and marketing activities for Cephalon, Inc. in the United States and Texas. Cephalon, Inc. may be served with process through its registered agent, Corporate Creations Network, Inc., 3411 Silverside Road, Tatnall Building, Suite 104, Wilmington, Delaware 19810.

34. Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., and Cephalon, Inc. are unified in ownership and interest and have acted jointly and in concert regarding the activities at issue in this case. These entities are alter-egos of each other and are collectively run as a single integrated business organization without regard for corporate formalities. On information and belief, these entities

are agents of each other or work in active concert together to develop, gain regulatory approval, manufacture, distribute, market, offer to sell, and sell pharmaceutical products through the United States, including within Texas and Caldwell County. Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc. and Cephalon, Inc. share the same employees and corporate officers. Teva Pharmaceutical Industries, Ltd. files a single annual report with the U.S. Securities and Exchange Commission for itself and its subsidiaries. On information and belief, Teva Pharmaceutical Industries, Ltd. manages its assets on a companywide basis, not by segments, as many of its assets are share or commingled. Teva Pharmaceutical Industries, Ltd. exercises control over the development, manufacturing, marketing and sales efforts of Teva Pharmaceuticals USA, Inc. and Cephalon, Inc. Moreover, profits from the sale of Teva Pharmaceuticals USA, Inc. and Cephalon, Inc. products ultimately inure to Teva Pharmaceuticals Industries, Ltd.'s benefit. Thus, these entities are jointly and severally liable for their tortious conduct set forth herein. Throughout this petition, Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., and Cephalon, Inc. are referred to collectively as "Teva".

35. Teva manufactures, promotes, sells, and distributes opioids in the United States, and throughout Caldwell County, including Actiq (oral transmucosal fentanyl citrate) and Fentora (fentanyl buccal tablet). Teva also manufactures, markets, sells and distributes many generic Schedule II<sup>13</sup> opioid products, including, but not limited to, morphine, codeine, oxycodone, dihydrocodeine, fentanyl, oxymorphone, meperidine, hydromorphone, tramadol, and hydrocodone.

36. Teva actively promotes the sale and use of its opioid products throughout the U.S., including in Texas and Caldwell County. Over the course of several years, Teva paid Texas physicians and hospitals millions of dollars in research payments, speaking and consulting fees, meals, travel and

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<sup>13</sup> Under the Texas Controlled Substances Act: "The commissioner shall establish and modify the following schedule of controlled substances under this subchapter: Schedule I, Schedule II, Schedule III, Schedule IV, and Schedule V." Tex. Health & Safety Code § 481.032.

other items and gifts for the purpose of promoting its products, including Fentora, Actiq, hydrocodone and hydrocodone bitartrate/acetaminophen. In 2008, Teva agreed to pay a \$425 million settlement for marketing Actiq for uses not approved by the Food and Drug Administration (FDA).

***“Actavis”***<sup>14</sup>

37. Defendant Allergan PLC f/k/a Actavis PLC is an Irish public limited company organized and existing under the laws of Ireland with its principal office in Dublin, Ireland. In 2016, Teva Pharmaceutical Industries, Ltd. acquired Allergan PLC’s global generics business and certain other assets of Allergan PLC, including all of the equity interests of certain Allergan PLC subsidiaries and all of the assets, property, and rights of Allergan PLC and its affiliates that were primarily in connection with its global generics business.<sup>15</sup>

38. Defendant Allergan Finance, LLC f/k/a Actavis Inc. f/k/a Watson Pharmaceuticals, Inc. is a Nevada limited liability company with its principal place of business in Parsippany, New Jersey. On information and belief, Allergan Finance, LLC operates as a subsidiary of Allergan PLC. Allergan Finance, LLC may be served with process through its registered agent, CT Corporation System, 701 South Carson Street, Suite 200, Carson City, Nevada 89701.

39. Defendant Allergan Sales, LLC is a Delaware limited liability company with its principal place of business in Irvine, California. Allergan Sales, LLC is registered with the Texas Secretary of State (Filing No. 800451636) to transact business in the State of Texas. Allergan Sales, LLC is licensed in the State of Texas as a prescription drug manufacturer and operates facilities in Waco, Texas. Allergan Sales,

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<sup>14</sup> When used herein, the term “Actavis” refers collectively to Allergan PLC f/k/a Actavis PLC, Allergan Finance, LLC f/k/a Actavis Inc. f/k/a Watson Pharmaceuticals Inc., Allergan Sales, LLC, Allergan USA Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma Inc. f/k/a Watson Pharma, Inc., and Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc.

<sup>15</sup> As a result of the acquisition, Allergan PLC holds equity in Teva Pharmaceutical Industries, Ltd. and purchases products manufactured by Teva for sale in its U.S. General Medicine segment as part of ongoing transitional service and contract manufacturing agreements.

LLC transacts business in Texas under the assumed name “Allergan”. On information and belief, Allergan Sales, LLC operates as a subsidiary of Allergan PLC. Allergan Sales, LLC may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

40. Defendant Allergan USA Inc. is a Delaware corporation with its principal place of business in Irvine, California. Allergan USA Inc. is registered with the Texas Secretary of State (Filing No. 800955339) to transact business in the State of Texas. Allergan USA Inc. is licensed in the State of Texas as a prescription drug manufacturer and wholesale prescription drug distributor with offices and facilities in Lewisville and Denton, Texas. On information and belief, Allergan USA Inc. operates as a subsidiary of Allergan PLC. Allergan USA Inc. may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

41. Defendant Watson Laboratories, Inc. is a Nevada corporation with its principal place of business in Corona, California. On information and belief, Watson Laboratories, Inc. is as a subsidiary of Teva Pharmaceutical Industries, Ltd. Watson Laboratories, Inc. may be served with process through its registered agent, Corporate Creations Network, Inc., 8275 South Eastern Avenue #200, Las Vegas, Nevada 89123.

42. Defendant Actavis LLC is a Delaware limited liability company with its principal place of business in Parsippany, New Jersey. On information and belief, Actavis LLC is as a subsidiary of Teva Pharmaceutical Industries, Ltd. Actavis LLC may be served with process through its registered agent, Corporate Creations Network, Inc., 3411 Silverside Road, Tatnall Building, Suite 104, Wilmington, Delaware 19810.

43. Defendant Actavis Pharma, Inc. f/k/a Watson Pharma Inc. is a Delaware corporation with its principal place of business in Parsippany, New Jersey. On information and belief, Actavis Pharma, Inc.



Inc. is as a subsidiary of Teva Pharmaceutical Industries, Ltd. Actavis Pharma, Inc. may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

44. Defendant Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc. is a Delaware corporation with its principal place of business in Salt Lake City, Utah. Actavis Laboratories UT, Inc. is licensed in the State of Texas as a prescription drug manufacturer and wholesale distributor. On information and belief, Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc. is an indirect wholly owned subsidiary of Teva Pharmaceutical Industries, Ltd. and acts at the direction of and under the control of, and for the benefit of Teva Pharmaceutical Industries, Ltd. On information and belief, Actavis Laboratories UT, Inc., Teva Pharmaceutical Industries, Ltd., and Teva Pharmaceuticals USA, Inc. work in active concert with respect to the development, regulatory approval, importing, marketing, sale, and distribution of opioid products in Texas and Caldwell County. Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc. may be served with process through its registered agent Corporate Creations Network Inc., 3411 Silverside Road, Tatnall Building, Suite 104, Wilmington, Delaware 19810.

45. At all times relevant hereto, Allergan PLC f/k/a Actavis PLC, Allergan Finance, LLC f/k/a Actavis Inc. f/k/a Watson Pharmaceuticals Inc., Allergan Sales, LLC, Allergan USA Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma Inc. f/k/a Watson Pharma, Inc., and Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc. have been unified in ownership and interest and have acted jointly and in concert regarding the activities at issue in this case. Allergan PLC controls the sale and development of Allergan Finance, LLC f/k/a Actavis Inc. f/k/a Watson Pharmaceuticals Inc., Allergan Sales, LLC, Allergan USA Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma Inc. f/k/a Watson Pharma, Inc., and Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc. drugs and their profits inure to Allergan PLC's benefit. These entities are alter-egos of each other, and they have

collectively been run as a single business enterprise without regard for corporate formalities. Thus, these entities are jointly and severally liable for their tortious conduct set forth herein. Throughout this petition, Allergan PLC f/k/a Actavis PLC, Allergan Finance, LLC f/k/a Actavis Inc. f/k/a Watson Pharmaceuticals Inc., Allergan Sales, LLC, Allergan USA Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma Inc. f/k/a Watson Pharma, Inc., and Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc. are referred to collectively as “Actavis”.

46. Actavis manufactures, markets, promotes, sells, and distributes opioids, including the branded drugs Kadian (morphine sulfate extended-release) and Norco (hydrocodone bitartrate and acetaminophen) in the United States and in Caldwell County. Actavis acquired the rights to Kadian from King Pharmaceuticals, Inc. on December 30, 2008 and began marketing Kadian in 2009. Actavis also manufactures, markets, promotes, sells, and distributes numerous generic opioids.

**“J&J”<sup>16</sup>**

47. Defendant Johnson & Johnson is a New Jersey corporation with its principal place of business in New Brunswick, New Jersey. On information and belief, Johnson & Johnson is the only company that owns in excess of 10 percent of Janssen Pharmaceuticals, Inc.’s stock. On information and belief, Johnson & Johnson manages and controls the operations of, and derives profits and other benefits from, the development and sale of Janssen Pharmaceuticals, Inc.’s products. Johnson & Johnson may be served with process through its registered agent, Attention: Legal Department, One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933.

48. Defendant Janssen Pharmaceuticals, Inc. f/k/a Ortho-McNeil-Janssen Pharmaceuticals, Inc. f/k/a Janssen Pharmaceutica, Inc. is a Pennsylvania corporation with its principal place of business in

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<sup>16</sup> When used herein, the term “J&J” refers collectively to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc., and Noramco, Inc.

Titusville, New Jersey. Janssen Pharmaceuticals, Inc. is a wholly owned subsidiary of Johnson & Johnson. Janssen Pharmaceuticals, Inc. is registered with the Texas Secretary of State to transact business in the State of Texas (Filing No. 6626606). Janssen Pharmaceuticals, Inc. may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

49. Defendant Noramco, Inc. is a Delaware corporation with its principal place of business in Wilmington, Delaware. Noramco, Inc. is licensed in the State of Texas as a prescription drug manufacturer and bulk active pharmaceutical ingredient distributor. On information and belief, Noramco, Inc. manufactures controlled substances in bulk for distribution to its customers, including opioid products that contain codeine, dihydromorphine, hydromorphanol, morphine, dihydrocodeine, oxycodone, hydromorphone, hydrocodone, opium extracts, oxymorphone, noroxymorphone and tapentadol. Noramco, Inc. was a wholly owned subsidiary of Johnson & Johnson until July of 2016, after which time Noramco, Inc. was sold to private investment firm, SK Capital. Noramco, Inc. may be served with process through its registered agent, Jorge Guiloff, 11902 Spears Road, Houston, Texas 77067.

50. Johnson & Johnson, Janssen Pharmaceuticals, Inc., and Noramco, Inc. have been unified in ownership and interest and have acted jointly and in concert regarding activities at issue in this case. These entities are alter-egos of each other, and they have collectively been run as a single business enterprise without regard for corporate formalities. Johnson & Johnson is the only company that owns more than 10 percent of Janssen Pharmaceuticals, Inc.'s stock and corresponds with the FDA regarding Janssen Pharmaceuticals, Inc.'s products. Johnson & Johnson controls the sale and development of Janssen Pharmaceutical, Inc.'s drugs and Janssen Pharmaceutical, Inc.'s profits inure to Johnson & Johnson's benefit. Thus, these entities are jointly and severally liable for their tortious conduct set forth herein. Throughout this Petition, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc., and Noramco, Inc. are referred to collectively

as “J&J”.

51. J&J manufactures, promotes, sells, and distributes opioids in the United States and in Caldwell County, including its branded opioid products Duragesic (fentanyl transdermal patch), Nucynta (tapentadol immediate-release oral tablets), and Nucynta ER (tapentadol extended-release tablets). In 2009, Duragesic accounted for at least \$1 billion of J&J’s annual sales. J&J developed, marketed, and sold Nucynta from 2008 to 2015 and Nucynta® ER from 2011 to 2015. In 2014, Nucynta and Nucynta ER generated \$172 million in sales.

52. From 1990 to 2016, J&J supplied other opioid manufacturers with active pharmaceutical ingredients (“APIs”)<sup>17</sup> as part of its “pain management franchise.”<sup>18</sup> J&J cornered the market on opioid APIs through its two wholly owned subsidiaries Tasmanian Alkaloids Limited and Noramco. Tasmanian Alkaloids Limited (“Tasmanian Alkaloids”) “cultivated and processed opium poppy plants to manufacture narcotic raw materials that were imported to the U.S. to be processed and made into APIs necessary to manufacture opioid drugs.”<sup>19</sup> Defendant Noramco “imported the narcotic raw materials produced by Tasmanian Alkaloids, [and] processed these materials.”<sup>20</sup> J&J purportedly “acquired and formed Tasmanian Alkaloids and Noramco, in order to ensure a reliable source of narcotic raw materials and security of supply for its Tylenol with Codeine range of pain medication.”<sup>21</sup>

53. Until 2016, when J&J sold these entities, “Tasmanian Alkaloids and Noramco were sister

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<sup>17</sup> Active pharmaceutical ingredient is the term used to refer to the biologically active component of a drug product. Drug products are usually composed of several components; however, the API is the primary ingredient.

<sup>18</sup> Findings of Fact at 5, *Oklahoma ex rel. Hunter v. Purdue Pharma LP et al.*, No. CJ-2017-816 (Okla. Dist. Ct. Aug. 26, 2019).

<sup>19</sup> *Id.*

<sup>20</sup> *Id.*

<sup>21</sup> *Id.* at 7.

companies, as both of them were members of Johnson & Johnson’s family of companies.”<sup>22</sup> Testimony from Noramco employees in related litigation shows that they “did not believe Noramco maintained its own bank accounts, separate from Johnson & Johnson’s treasury.”<sup>23</sup> Further, Noramco employees “physically worked” in Johnson & Johnson “facilities in New Jersey from time to time.” Moreover, “employees simultaneously held positions at multiple companies within the Johnson & Johnson Family of Companies at times.”<sup>24</sup> As the primary API importer-exporter, Noramco and Tasmanian Alkaloids were key parts of . . . Janssen’s pain management franchise” which included all of their “pain products and was an important part of Johnson & Johnson’s business from the mid-1990s to after 2010.”<sup>25</sup>

54. Through these subsidiaries, J&J supplied APIs to other drug manufacturers in the U.S. including Teva and Purdue.<sup>26</sup> In fact, by 2015, J&J had become “the #1 supplier of Narcotic APIs in the United States.”<sup>27</sup> J&J’s profit-driven efforts to saturate the domestic market with APIs directly and proximately contributed to cause the opioid epidemic and Caldwell County’s resulting damages. In fact, following a recent trial, J&J was ordered to pay some \$572 million for its role in causing the opioid epidemic in neighboring Oklahoma. The trial court found that J&J had promulgated “false, misleading, and dangerous marketing campaigns” that had “caused exponentially increasing rates of addiction, overdose deaths” and other injuries.<sup>28</sup>

55. At all times relevant hereto, J&J actively promoted the sale and use of its opioid products throughout the U.S., including in Texas and Caldwell County. On information and belief, from 2013

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<sup>22</sup> *Id.* at 6.

<sup>23</sup> *Id.*

<sup>24</sup> *Id.*

<sup>25</sup> *Id.*

<sup>26</sup> *Id.*

<sup>27</sup> *Id.*

<sup>28</sup> *Id.*

through 2015, J&J made \$2.17 million in payments to physicians and hospitals across the U.S., including in the State of Texas, to promote widespread prescribing, sales and use of Nucynta and Nucynta ER. Additionally, from 2012 to 2017, J&J paid \$465,000 to non-profit patient advocacy groups and medical societies to promote opioid prescribing and enhance the acceptance of opioids for non-cancer pain.<sup>29</sup>

### ***“Depomed”***

56. Defendant Assertio Therapeutics, Inc. f/k/a Depomed, Inc. (“Assertio” or “Depomed”) is a Delaware corporation with its principal place of business in Lake Forrest, Illinois. Depomed acquired Nucynta (tapentadol immediate-release oral tablets) and Nucynta ER (tapentadol extended-release tablets) from J&J in April of 2015 and began to manufacture, market, sell and distribute Nucynta® in the U.S., including in the State of Texas and Caldwell County. Depomed also manufactures, markets, sells and distributes Lazanda (fentanyl). Depomed is licensed in the State of Texas as a prescription drug manufacturer and wholesale distributor. Depomed may be served with process through its registered agent The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

57. On information and belief, Depomed entered a Commercialization Agreement with Collegium Pharmaceutical, Inc. (Collegium) in January of 2018 that granted Collegium the right to commercialize Nucynta and Nucynta ER in the U.S. Collegium assumed all commercialization responsibilities for Nucynta effective January 9, 2018, including sales and marketing. Pursuant to the Commercialization Agreement, Depomed will receive a royalty on all Nucynta and Nucynta ER revenues based on certain net sales thresholds, with a minimum royalty of \$135 million per year during the first

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<sup>29</sup> *Fueling an Epidemic, Exposing the Financial Ties Between Opioid Manufacturers and Third-Party Advocacy Groups*, HSGAC, Minority Staff Report.

four years of the agreement. Additionally, Depomed retained certain rights to co-promote Nucynta products.

58. Depomed actively promoted and continues to promote the sale and use of its opioid products throughout the U.S., including in Texas and Caldwell County. In 2015, Depomed paid over \$2.11 million to physicians and hospitals across the U.S., including in the State of Texas, to promote widespread prescribing, sales and use of Nucynta and Nucynta ER. On information and belief, from 2013 through 2015, Depomed paid \$1.07 million to physicians and hospitals across the U.S., including in the State of Texas, to the promote the sale and use of Lazanda. Additionally, from 2012 to 2017, Depomed paid \$1,071,000 to non-profit patient advocacy groups and medical societies to promote opioid prescribing and enhance the acceptance of opioids for non-cancer pain. Specifically, Depomed made payments to several industry front groups, including the Academy of Integrative Pain Management (\$43,491.95), American Academy of Pain Medicine (\$332,100.00), AAPM Foundation (\$304,605.00), American Chronic Pain Association (\$54,670.00), American Pain Society (\$288,750.00), American Society of Pain Management Nursing (\$25,500.00), and U.S. Pain Foundation (\$22,000.00).<sup>30</sup>

59. Depomed established a training module called the “Depomed Pain Medicine Education Program” with the American Academy of Pain Medicine, which can be found at the American Academy of Pain Medicine (AAPM) Education Center. The training module appears on the AAPM webpage and “was designed to further sales specialists’ knowledge of the fundamentals of pain medicine and gain confidence and credibility when interacting with health care clinicians.” The Pain Medicine Education Program promotes use of opioids for chronic pain in older adults and has modules entitled: “Strategies for

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<sup>30</sup> *Id.*

Success with Chronic Opioid Therapy,” “Pain Management with Older Adults,” and “Pain and Pathways: Understanding Chronic Low Back Pain.”

**“Endo”<sup>31</sup>**

60. Defendant Endo Health Solutions Inc. is a Delaware corporation with its principal place of business in Malvern, Pennsylvania. Endo Health Solutions Inc. may be served with process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

61. Defendant Endo Pharmaceuticals Inc. is a Delaware corporation with its principal place of business in Malvern, Pennsylvania. Endo Pharmaceuticals Inc. is registered with the Texas Secretary of State (Filing No. 11675706) to transact business in the State of Texas. Endo Pharmaceuticals Inc. is licensed in the State of Texas as a prescription drug manufacturer and wholesale distributor. Endo Pharmaceuticals Inc. may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

62. Defendant Par Pharmaceutical, Inc. is a New York corporation with its principal place of business in Chestnut Ridge, New York. Par Pharmaceutical, Inc. is a wholly owned subsidiary of Par Pharmaceuticals Companies, Inc. Par Pharmaceutical, Inc. may be served with process through its registered agent, CT Corporation System, 28 Liberty Street, New York, New York 10005.

63. Defendant Par Pharmaceutical Companies, Inc. is a Delaware corporation with its principal place of business in Chestnut Ridge, New York. Par Pharmaceutical, Inc. and Par Pharmaceutical Companies, Inc. (collectively “Par Pharmaceutical”) were acquired by Endo International PLC in September 2015 and serve as the operating companies of Endo International PLC. Par Pharmaceutical

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<sup>31</sup> When used herein, the term “Endo” refers collectively to Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc. and Par Pharmaceutical Companies, Inc.



Companies, Inc. may be served with process through its registered agent, the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

64. At all times relevant hereto, Endo Health Solutions Inc., Endo Pharmaceuticals Inc., and Par Pharmaceutical have been unified in ownership and interest and have acted jointly and in concert regarding the activities at issue in this case. Endo Health Solutions Inc., exercises control over Endo Pharmaceuticals Inc. and Par Pharmaceutical, Inc.'s marketing and sales efforts and profits from the sale of Endo Pharmaceuticals Inc. and Par Pharmaceutical, Inc.'s products ultimately inure to its benefit. These entities are alter-egos of each other, and they have collectively been run as a single business enterprise without regard for corporate formalities. Thus, these entities are jointly and severally liable for their tortious conduct set forth herein. Throughout this petition, Endo Health Solutions Inc., Endo Pharmaceuticals Inc., and Par Pharmaceutical are referred to collectively as "Endo".

65. Endo manufactures, promotes, sells, and distributes opioids in the United States and in Caldwell County, including Opana (oxymorphone hydrochloride), Opana ER (oxymorphone hydrochloride extended-release), Zydane (hydrocodone bitartrate and acetaminophen), Percocet (oxycodone hydrochloride and acetaminophen) and Percodan (oxycodone hydrochloride and aspirin). Endo also manufactures and sells generic opioids in the U.S. and within Caldwell County, directly and through its wholly-owned subsidiary, Qualitest Pharmaceuticals, Inc.

66. On information and belief, opioid products made up approximately \$403 million of Endo's overall revenues in 2012. Sales of Opana ER generated \$1.15 billion in revenue from 2010 through 2013 and accounted for 10 percent of Endo's total revenue in 2012. Endo, by itself and through its wholly owned subsidiary, Qualitest Pharmaceuticals, Inc., also manufactures and sells generic opioid products such as oxycodone, oxymorphone, hydromorphone, and hydrocodone in the United States and Caldwell County.

67. At all times relevant hereto, Endo actively promoted the sale and use of its opioid products throughout the U.S., including in Texas and Caldwell County. From 2013 through 2015, Endo made almost \$1 million in payments to physicians and hospitals to promote widespread prescribing, sales, and use of Opana ER.

***“AbbVie”***<sup>32</sup>

68. Defendant AbbVie Inc. is a Delaware corporation with its principal place of business in North Chicago, Illinois. AbbVie Inc. is registered with the Texas Secretary of State (Filing No. 801627985) to transact business in the State of Texas. AbbVie Inc. was created in January 2013 when Abbott Laboratories spun off its pharmaceutical business. AbbVie Inc. is licensed in the State of Texas as a bulk active pharmaceutical ingredient manufacturer and wholesale prescription drug distributor. AbbVie Inc. may be served with process through its registered agent, Corporate Creations Network, Inc., 5444 Westheimer #1000, Houston, Texas 77056 USA.

69. Defendant Knoll Pharmaceutical Company is a New Jersey corporation with its principal place of business in Mt. Olive, New Jersey. Knoll Pharmaceutical Company is a wholly owned subsidiary of AbbVie Inc. Knoll Pharmaceutical Company may be served with process through its registered agent, AbbVie Inc.: Tax Division, 1 N. Waukegan Road, AP34, 3rd Floor Chicago, Illinois 60064. At all times relevant hereto, Knoll irresponsibly marketed narcotics, including Vicodin, in Texas and Caldwell County through whimsical toys and souvenirs. It engaged in such conduct to boost sales of its opioid products. Knoll took advantage of the fact that, for a number of years, Vicodin was not regulated as a Schedule II controlled substance. It marketed Vicodin in Texas and Caldwell County as “The Highest Potency Pain Relief You Can Still Phone In.” Knoll used such advertising on trinkets and toys, such as fanny packs and water bottles bearing the name “Vicodin,” to promote increased sales. To the detriment of Caldwell

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<sup>32</sup> When used herein, the term “AbbVie” refers collectively to AbbVie Inc. and Knoll Pharmaceutical Company.

County, Knoll's reckless marketing of Vicodin caused physicians and consumers to believe Vicodin was safer than it actually was.

70. At all times relevant hereto, AbbVie Inc. and Knoll Pharmaceutical Company have been unified in ownership and interest and have acted jointly and in concert regarding the activities at issue in this case. AbbVie Inc. exercises control over Knoll Pharmaceutical Company marketing and sales efforts and profits from the sale of Knoll Pharmaceutical Company's products ultimately inure to its benefit. These entities are alter-egos of each other, and they have collectively been run as a single business enterprise without regard for corporate formalities. Thus, these entities are jointly and severally liable for their tortious conduct set forth herein. Throughout this petition, AbbVie Inc. and Knoll Pharmaceutical Company are referred to collectively as "AbbVie".

71. AbbVie manufactured, developed, promoted, marketed and sold the opioid drugs Vicodin (hydrocodone bitartrate and acetaminophen) and Vicoprofen (hydrocodone bitartrate and ibuprofen) in the U.S. and within Caldwell County. AbbVie aggressively marketed Vicodin and continues to do so at the time of filing this petition.

***"Mallinckrodt"***<sup>33</sup>

72. Defendant Mallinckrodt PLC is an Irish public limited corporation with its principal executive office at 3 Lotus Park, The Causeway, Staines-Upon-Thames, Surrey TW18 3AG, United Kingdom.

73. Defendant Mallinckrodt LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business in St. Louis, Missouri. Mallinckrodt LLC is registered with the Texas Secretary of State (Filing No. 7968906) to transact business in the State of Texas.

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<sup>33</sup> When used herein, the term "Mallinckrodt" refers collectively to Mallinckrodt PLC, Mallinckrodt LLC, and SpecGx LLC.

In 2013, Mallinckrodt LLC became a wholly owned subsidiary of Mallinckrodt PLC. Mallinckrodt LLC may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

74. SpecGx LLC is a Delaware limited liability company with its headquarters in Clayton, Missouri and is a wholly owned subsidiary of Mallinckrodt PLC. SpecGx may be served with process through its registered agent, the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

75. At all times relevant hereto, Mallinckrodt PLC, Mallinckrodt LLC, and SpecGx have been unified in ownership and interest and have acted jointly and in concert regarding the activities at issue in this case. Mallinckrodt PLC exercises control over Mallinckrodt LLC and SpecGx's marketing and sales efforts and profits from the sale of Mallinckrodt LLC and SpecGx's products ultimately inure to its benefit. These entities are alter-egos of each other, and they have collectively been run as a single business enterprise without regard for corporate formalities. Thus, these entities are jointly and severally liable for their tortious conduct set forth herein. Throughout this petition, Mallinckrodt PLC, Mallinckrodt LLC, and SpecGx LLC are referred to collectively as "Mallinckrodt."

76. Mallinckrodt manufactures, markets, distributes and sells controlled substances in the U.S., including in Texas and Caldwell County. Mallinckrodt is one of the largest manufacturers of generic hydrocodone and oxycodone products in the United States and manufactures many other generic opioid products, including codeine, fentanyl, hydromorphone, morphine, oxymorphone, methadone, sufentanil, dihydrocodeine, levorphanol and meperidine. Mallinckrodt's branded opioid products include Exalgo ER (hydromorphone hydrochloride extended-release), Xartemis XR (oxycodone hydrochloride and acetaminophen extended-release), and Roxicodone (oxycodone hydrochloride), known by the street names "M," "roxies/roxys" or "blues".

77. At all times relevant hereto, Mallinckrodt actively promoted the sale and use of its opioid products throughout the U.S., including in Texas and Caldwell County. From 2013 to 2015, Mallinckrodt paid millions of dollars to physicians and hospitals to promote widespread prescribing, sale and use of Xartemis XR and Exalgo.

78. In July 2017, Mallinckrodt agreed to pay \$35 million to settle allegations brought by the Department of Justice that it failed to detect and notify suspicious sales of controlled substances. In August 2017, Mallinckrodt disclosed that it had received a subpoena from the U.S. Justice Department related to its promotional practices and sales involving opioid products, including Exalgo and Xartemis XR.

***“Mylan”***<sup>34</sup>

79. Defendant Mylan Inc. is a Pennsylvania corporation with its principal place of business in Cannonsburg, Pennsylvania. Mylan Inc. is a global generic and specialty pharmaceutical company. Mylan Inc. may be served with process through its registered agent, CT Corporation System, 209 West Washington Street, Charleston, West Virginia 25302.

80. Defendant Mylan Institutional Inc. is an Illinois corporation with its principal place of business in Rockford, Illinois. Mylan Institutional Inc. is registered with the Texas Secretary of State (Filing No. 00811948) to transact business in the State of Texas. Mylan Institutional Inc. is also licensed in the State of Texas as a prescription drug manufacturer, wholesale prescription drug distributor, and bulk active pharmaceutical ingredient manufacturer with facilities throughout the State of Texas, including in Sugar Land and Houston. Mylan Institutional Inc. may be served with process through its registered agent, CT Corporation System 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136 USA.

81. Defendant Mylan Pharmaceuticals Inc. is a West Virginia corporation with its principal

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<sup>34</sup> When used herein, the term “Mylan” refers collectively to Mylan Inc., Mylan Institutional Inc., Mylan Pharmaceuticals Inc., Mylan Specialty L.P., and Mylan Bertek Pharmaceuticals Inc.

place of business in Canonsburg, Pennsylvania. Mylan Pharmaceuticals Inc. is registered with the Texas Secretary of State (Filing No. 10910506) to transact business in the State of Texas. Mylan Pharmaceuticals Inc. is licensed in the State of Texas as a prescription drug manufacturer and wholesale distributor. Mylan Pharmaceuticals Inc. may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136 USA.

82. Defendant Mylan Specialty L.P. is a limited partnership organized and existing under the laws of the State of Delaware with its principal place of business in Baskin Ridge, New Jersey. Mylan Specialty L.P. is registered with the Texas Secretary of State (Filing No. 7251711) to transact business in the State of Texas. Mylan Specialty L.P. is licensed in the State of Texas as a prescription drug manufacturer and wholesale distributor. Mylan Specialty L.P. may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas, 75201-3136 USA.

83. Defendant Mylan Bertek Pharmaceuticals Inc. is a Texas corporation with its principal place of business in Pennsylvania. Mylan Bertek Pharmaceuticals Inc., f/k/a Bertek Pharmaceuticals Inc., is a wholly owned subsidiary of Mylan Inc. Mylan Bertek Pharmaceuticals Inc. is registered with the Texas Secretary of State (Filing No. 19760500) to transact business in the State of Texas. Mylan Bertek Pharmaceuticals Inc. may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas, 75201-3136 USA.

84. At all times relevant hereto, Mylan Inc., Mylan Institutional Inc., Mylan Pharmaceuticals Inc., Mylan Specialty L.P., and Mylan Bertek Pharmaceuticals Inc. have been unified in ownership and interest and have acted jointly and in concert regarding the activities at issue in this case. Mylan, Inc. controls the sale and development of Mylan Institutional Inc., Mylan Pharmaceuticals Inc., Mylan Specialty L.P., and Mylan Bertek Pharmaceuticals Inc.'s drugs and their profits ultimately inure to Mylan, Inc.'s benefit. These entities are alter-egos of each other, and they have collectively been run as a single

business enterprise without regard for corporate formalities. Thus, these entities are jointly and severally liable for their tortious conduct set forth herein. Throughout this petition, Mylan Inc., Mylan Institutional Inc., Mylan Pharmaceuticals Inc., Mylan Specialty L.P., and Mylan Bertek Pharmaceuticals Inc. are referred to collectively as “Mylan.”

85. Mylan manufactures, markets, sells, and distributes many brand name and generic opioid products, including, but not limited to, fentanyl, codeine, hydrocodone, morphine, and tramadol. Mylan also manufactures and markets naloxone hydrochloride, an opiate agonist, and buprenorphine, a partial opiate agonist.

86. At all times relevant hereto, Mylan actively promoted the sale and use of its opioid products throughout the U.S., including in Texas and Caldwell County. Mylan paid thousands of dollars to physicians to promote widespread prescribing, sales and use of its fentanyl and morphine drugs.

87. Additionally, Mylan funded and supported the American Pain Society, a pro-opioid pharmaceutical industry front group promote opioid prescribing and enhance the acceptance of opioids for non-cancer pain. Mylan’s first payment to the American Pain Society (\$15,000), was made in March of 2015, the same month Mylan launched intermediate dosage strengths for its fentanyl transdermal system. “In connection with this launch, according to the company, Mylan ‘engaged in marketing efforts to educate doctors about the availability of the intermediate strengths.’”<sup>35</sup>

88. From 2002 through 2018, Mylan spent \$20,106,980 on congressional lobbying related to opioid legislation.<sup>36</sup> Furthermore, Mylan is a member of the Healthcare Distribution Alliance (“HDA”),

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<sup>35</sup> *Fueling an Epidemic, Exposing the Financial Ties Between Opioid Manufacturers and Third-Party Advocacy Groups*, HSGAC, Minority Staff Report.

<sup>36</sup> *Mylan, Inc.*, OPENSECRETS.ORG, <https://www.opensecrets.org/lobby/clientsum.php?id=D000027765&year=2018>.

the national organization representing pharmaceutical distributors.<sup>37</sup> The HDA spends thousands each year lobbying Congress and contributing to congressional campaigns to influence legislation and policies affecting the sale and regulation of opioid drugs.<sup>38</sup>

89. On information and belief, from 2013 through 2015, Mylan paid approximately \$170,000 to physicians to promote widespread prescribing, sales, and use of fentanyl and paid approximately \$1.44 million to physicians to promote widespread prescribing, sales, and use of its opioid products. Additionally, from 2012 to 2017, Mylan paid \$20,250 to non-profit patient advocacy groups and medical societies to promote opioid prescribing and enhance the acceptance of opioids for noncancer pain. Specifically, Mylan has made payments to the American Pain Society every year since 2015, the year it launched intermediate dosage strengths for its fentanyl transdermal system. “In connection with this launch, according to the company, Mylan ‘engaged in marketing efforts to educate doctors about the availability of the intermediate strengths.’”<sup>[1]</sup>

### ***Mission Pharmacal Co.***

90. Defendant Mission Pharmacal Company is a Texas corporation with its principal place of business in San Antonio, Texas. Mission Pharmacal Company is registered with the Texas Secretary of State (Filing No. 8684500) to transact business in the State of Texas. Mission Pharmacal Company is licensed in the State of Texas as a prescription drug manufacturer with facilities in San Antonio and Boerne, Texas. Mission Pharmacal Company may be served with process through its registered agent, Neill B. Walsdorf, 10999 IH-10 West, Suite 1000, City View Building, San Antonio, Texas 78230-1355.

91. Mission Pharmacal Company manufactures and distributes one or more opioid-containing medications that are sold nationwide and within Caldwell County, including Hycofenix and Flowtuss.

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<sup>37</sup> Membership, Healthcare Distribution Alliance, [HEALTHCAREDISTRIBUTION.ORG, https://www.healthcaredistribution.org/about/membership/manufacturere](https://www.healthcaredistribution.org/about/membership/manufacturere).

<sup>38</sup> OPENSECRETS.ORG, *supra*.



First introduced in 2015, Hycofenix and Flowtuss are narcotic cough suppressants. Despite being marketed to treat cough, a stuffy nose, and loosen mucus, Hycofenix contains hydrocodone, pseudoephedrine, and guaifenesin. Flowtuss contains hydrocodone and guaifenesin. One of the major active ingredients in both Hycofenix and Flowtuss is hydrocodone bitartrate. Mission Pharmacal Company makes both products available in black raspberry flavor. At the time Mission Pharmacal Company launched these products, it expanded its sales force (nearly doubling the size of its sales team) and increased promotional efforts to reach more primary care physicians and internal medicine healthcare providers across the U.S. In a press release, Mission Pharmacal Company claims to have “invested in many programs that will help patients quickly obtain Hycofenix or Flowtuss at an affordable price. Through partnerships, Mission provides value-added programs to healthcare providers, pharmacies, and patients. These include retail partner pharmacy stocking support, coupons and discounts, and email notifications about product availability.”<sup>39</sup>

92. When used in this petition, the term “Manufacturer Defendants” refers collectively to Teva, Actavis, J&J, Depomed, Endo, AbbVie, Mallinckrodt, Mylan, Mission Pharmacal Company, and each of the Distributor Defendants identified herein as a manufacturer of prescription drugs.

## **B. Distributor Defendants**

### ***“McKesson”***<sup>40</sup>

93. Defendant McKesson Corporation is a Delaware corporation with its principal place of business in Irving, Texas. McKesson Corporation is the largest pharmaceutical distributor in the United States and delivers one-third of the pharmaceuticals used in North America. McKesson Corporation and

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<sup>39</sup> Mission Pharmacal, *Mission Pharmacal Introduces Two New Cough and Cold Medications*, <https://www.missionpharmacal.com/press-release/mission-pharmacal-introduces-two-new-cough-and-cold-medications> (last accessed May 5, 2018).

<sup>40</sup> When used herein, the term “McKesson” refers collectively to McKesson Corporation and McKesson Medical-Surgical Inc.

its subsidiaries and affiliates distribute pharmaceuticals to retail pharmacies and institutional providers in the United States, including those in Texas and Caldwell County. McKesson Corporation is registered with the Texas Secretary of State (Filing No. 10131506) to transact business in the State of Texas. McKesson Corporation is also licensed in the State of Texas as a wholesale prescription drug distributor and has facilities throughout the State of Texas, including offices in Conroe. McKesson Corporation may be served with process through its registered agent, Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218.

94. Defendant McKesson Medical-Surgical Inc. is a Virginia corporation with its principal place of business in Richmond, Virginia. McKesson Medical-Surgical Inc. is registered with the Texas Secretary of State (Filing No. 4770906) to transact business in the State of Texas. McKesson Medical-Surgical Inc. is also licensed in the State of Texas as a prescription drug distributor with facilities and offices throughout the State of Texas, including in Grapevine. McKesson Medical-Surgical Inc. may be served with process through its registered agent, Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218.

95. At all times relevant hereto, McKesson Corporation and McKesson Medical-Surgical Inc. have been unified in ownership and interest and have acted jointly and in concert regarding the activities at issue in this case. McKesson Corporation and McKesson Medical-Surgical, Inc. are agents of each other or work in concert with each other with respect to the distribution, marketing and sale of opioid products throughout the U.S., including Caldwell County. McKesson Corporation controls the business operations and strategies of McKesson Medical-Surgical, Inc. and McKesson Medical-Surgical, Inc.'s profits ultimately inure to McKesson Corporation's benefit. These entities are alter-egos of each other, and they have collectively been run as a single business enterprise without regard for corporate formalities. Thus, these entities are jointly and severally liable for their tortious conduct set forth herein. Throughout

this petition, McKesson Corporation and McKesson Medical-Surgical Inc. are referred to collectively as “McKesson”.

96. McKesson is the largest pharmaceutical distributor in the United States and fifth largest corporation in the nation. McKesson distributes pharmaceuticals to dispensaries and other customers across the U.S. and does substantial business in Texas, including Caldwell County. The company delivers one-third of all pharmaceuticals used in North America. In 2007, McKesson agreed to a \$13.25 million civil penalty and designed a new compliance program pursuant to an administrative agreement with the government. However, McKesson did not fully implement or adhere to its own compliance program. In Colorado, for example, McKesson processed more than 1.6 million shipments for controlled substances from June 2008 through May 2013 but reported just 16 as suspicious. In January of 2017, McKesson agreed to pay a record \$150 million civil penalty for its failure to report suspicious sales of pharmaceutical drugs.<sup>41</sup> As part of the settlement, McKesson was required to suspend sales of controlled substances from distribution centers in Colorado, Ohio, Michigan, and Florida for multiple years. These suspensions are among the most severe sanctions ever agreed to by a pharmaceutical distributor.

***“Cardinal”***<sup>42</sup>

97. Defendant Cardinal Health, Inc. is an Ohio corporation with its principal place of business in Dublin, Ohio. Cardinal Health, Inc. and its subsidiaries and affiliates service more than 24,000 pharmacies and more than 85 percent of U.S. hospitals. Cardinal Health, Inc. distributes pharmaceuticals to retail pharmacies, institutional providers and customers in all fifty states, including Texas and within Caldwell County. Cardinal Health, Inc. may be served with process through its registered agent, CT

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<sup>41</sup> U.S. DEP’T OF JUSTICE, *McKesson Agrees to Pay Record \$150 Million Settlement for Failure to Report Suspicious Orders of Pharmaceutical Drugs*, Jan. 17, 2017 <https://www.justice.gov/opa/pr/mckesson-agrees-pay-record-150-million-settlement-failure-report-suspicious-orders>.

<sup>42</sup> When used herein, the term “Cardinal” refers collectively to Cardinal Health, Inc. and Cardinal Health 110, LLC.

Corporation System, 4400 Easton Commons Way, Suite 125, Columbus, Ohio 43219.

98. Defendant Cardinal Health 110, LLC is a limited liability company organized under the laws of the State of Ohio with its principal place of business in Dublin, Ohio. Cardinal Health 110, LLC is registered with the Texas Secretary of State (Filing No. 7758106) to transact business in the State of Texas. Cardinal Health 110, LLC is licensed in the State of Texas as a wholesale prescription drug distributor and prescription drug manufacturer. Cardinal Health 110, LLC may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

99. At all times relevant hereto, Cardinal Health, Inc. and Cardinal Health 110, LLC have been unified in ownership and interest and have acted jointly and in concert regarding the activities at issue in this case. Cardinal Health, Inc. and Cardinal Health 110, LLC are agents of each other or work in concert with each other with respect to the distribution, marketing and sale of opioid products throughout the U.S., including Caldwell County. Cardinal Health, Inc. controls the business operations and strategies of Cardinal Health 110, LLC and Cardinal Health 110, LLC's profits ultimately inure to Cardinal Health, Inc.'s benefit. These entities are alter-egos of each other, and they have collectively been run as a single business enterprise without regard for corporate formalities. Thus, these entities are jointly and severally liable for their tortious conduct set forth herein. Throughout this petition, Cardinal Health, Inc. and Cardinal Health 110, LLC are referred to collectively as "Cardinal".

100. Cardinal distributes pharmaceuticals to dispensaries and other customers across the U.S., and does substantial business in Texas, including Caldwell County. In 2008, Cardinal paid a \$34 million fine for filling "blatantly suspicious" opioid shipments from online pharmacies. In October of 2011, Cardinal was reprimanded again, stating the company "posed an imminent danger to the public health and safety." In December 2016, Cardinal agreed to pay \$44 million to settle allegations that—again—it had

filled suspicious shipments of prescription opioids.<sup>43</sup> In January 2017, Cardinal agreed to pay \$20 million to settle a lawsuit brought by West Virginia’s attorney general. West Virginia agreed to drop legal actions against Cardinal, however, a separate lawsuit remains pending by commissioners of McDowell County, West Virginia, which has the state’s highest rate of death from prescription drug abuse. Cardinal and other wholesale distributors in a six-year period sent 780 million hydrocodone and oxycodone pills to West Virginia—433 per state resident. In that time, there were 1,728 fatal overdoses from the addictive painkillers.

***“AmerisourceBergen”***<sup>44</sup>

101. Defendant AmerisourceBergen Corporation is a Delaware corporation with its principal place of business in Chesterbrook, Pennsylvania. AmerisourceBergen Corporation and its subsidiaries and affiliates distribute pharmaceuticals to retail pharmacies, institutional providers, and customers in all fifty states, including Texas, and specifically, Caldwell County. AmerisourceBergen Corporation may be served with process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

102. Defendant AmerisourceBergen Drug Corporation is a Delaware corporation with its principle place of business in Chesterbrook, Pennsylvania. AmerisourceBergen Drug Corporation is registered with the Texas Secretary of State (Filing No. 8203706) to transact business in the State of Texas. AmerisourceBergen Drug Corporation is licensed in the State of Texas as a prescription drug distributor and has operations throughout the State of Texas, including offices and facilities in Sugar Land and Roanoke. AmerisourceBergen Drug Corporation may be served with process through its registered agent,

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<sup>43</sup> U.S. DEP’T OF JUSTICE, *Cardinal Health Agrees to \$44 Million Settlement for Alleged Violations of Controlled Substances Act*, Dec. 23, 2016, <https://www.justice.gov/usao-md/pr/cardinal-health-agrees-44-million-settlement-alleged-violations-controlled-substances-act>.

<sup>44</sup> When used herein, the term “AmerisourceBergen” refers collectively to AmerisourceBergen Corporation and AmerisourceBergen Drug Corporation.

CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

103. At all times relevant hereto, AmerisourceBergen Corporation and AmerisourceBergen Drug Corporation have been unified in ownership and interest and have acted jointly and in concert regarding the activities at issue in this case. AmerisourceBergen Corporation and AmerisourceBergen Drug Corporation are agents of each other or work in concert with each other with respect to the distribution, marketing and sale of opioid products throughout the U.S., including Caldwell County. AmerisourceBergen Corporation controls the business operations and strategies of AmerisourceBergen Drug Corporation and AmerisourceBergen Drug Corporation's profits ultimately inure to AmerisourceBergen Corporation's benefit. These entities are alter-egos of each other, and they have collectively been run as a single business enterprise without regard for corporate formalities. Thus, these entities are jointly and severally liable for their tortious conduct set forth herein. Throughout this petition, AmerisourceBergen Corporation and AmerisourceBergen Drug Corporation are referred to collectively as "AmerisourceBergen."

104. AmerisourceBergen is the third largest pharmaceutical distributor and provides 20 percent of all pharmaceuticals sold in the United States. In 2007 AmerisourceBergen was told did not maintain effective controls against diversion of hydrocodone to four internet pharmacies and ordered the company to halt distribution from its Florida facility.<sup>45</sup> In January 2017, AmerisourceBergen agreed to pay \$16 million to settle a lawsuit brought by West Virginia's attorney general for failing to submit reports of suspicious pharmacy shipments.<sup>46</sup>

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<sup>45</sup> *AmerisourceBergen Receives DEA Order to Temporarily Halt Distribution of Controlled Substances from its Orlando, Florida Facility*, News Release, AMERISOURCEBERGEN, Apr. 24, 2007 <http://www.amerisourcebergen.com/investor/phoenix.zhtml?c=61181&p=irolnewsArticle&ID=989877>.

<sup>46</sup> Eyre, Eric, *2 drug distributors to pay \$36M to settle WV painkiller lawsuits*, CHARLESTON GAZETTE-MAIL, Jan. 9, 2017, <http://www.wvgazettemail.com/news-cops-and-courts/20170109/2-drug-distributors-to-pay-36m-to-settle-wv-painkiller-lawsuits>.

***Advanced Pharma, Inc.***

105. Defendant Advanced Pharma, Inc. d/b/a Avella of Houston is a Texas corporation with its principal place of business in Houston, Texas. Advanced Pharma, Inc. d/b/a Avella of Houston is registered with the Texas Secretary of State (Filing No. 800474478) to transact business in the State of Texas. Advanced Pharma, Inc. d/b/a Avella of Houston is licensed in the State of Texas as a prescription drug manufacturer and distributor and conducts substantial business in Texas. Advanced Pharma, Inc. d/b/a Avella of Houston may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136. Advanced Pharma, Inc. sells and distributes for sale within Caldwell County a number of opioids manufactured by several of the Manufacturer Defendants including, without limitation, the following: Butrans, Duragentic, Embeda, and Exalgo®.

106. When used in this petition, the term “Distributor Defendants” refers collectively to McKesson, Cardinal, AmerisourceBergen, and Advanced Pharma, Inc. d/b/a Avella of Houston and each of the Manufacturer Defendants identified herein as a distributor of prescription drugs.

***Does 1 Through 99***

107. With respect to Defendants DOES 1 through 99, Caldwell County lacks information sufficient to specifically identify the true names or capacities, whether individual, corporate or otherwise, of Defendants designated herein under the fictitious names DOES 1 through 99, inclusive. However, such Defendants are believed to include, without limitation, additional manufacturers and distributors of prescription opioid products. The County will proceed with due diligence to discover the identities of these Defendants and will amend its petition, in accordance with applicable Texas law, by substituting the real names of these Defendants once they are ascertained. On information and belief, each Defendant designated as a DOE herein engaged in conduct that contributed to cause the events and occurrences alleged herein, and each shares liability for at least some part of the relief sought.

## V. JURISDICTION & VENUE

108. This Court has subject-matter jurisdiction over this matter because the amount in controversy exceeds this Court's minimum jurisdictional requirements. Tex. Gov't. Code § 24.007(b).

109. This Court also has specific jurisdiction over all Defendants because they purposefully availed themselves of the privilege of conducting business in the State of Texas and established minimum contacts sufficient to confer jurisdiction over these Defendants, and the assumption of jurisdiction over Defendants will not offend traditional notions of fair play and substantial justice and is consistent with constitutional requirements of due process.

110. This cause of action arose from or relates to the contacts of Defendants to the State of Texas, thereby conferring specific jurisdiction with respect to these Defendants. Furthermore, the County would show that Defendants engaged in activities constituting business in the State of Texas as provided by Section 17.042 of the Texas Civil Practices and Remedies Code, in that Defendants committed a tort in whole or in part in this state.

111. As required by Rule 47(b) of the Texas Rules of Civil Procedure, Caldwell County's counsel states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c) of the Texas Rules of Civil Procedure, the County's counsel states that Caldwell County seeks monetary relief over \$1,000,000, including damages of any kind, penalties, costs, expenses, prejudgment interest, and attorney's fees. A jury, however, will ultimately determine the amount of monetary relief actually awarded. The County also seeks pre-judgment and post-judgment interest at the highest legal rate.

112. Venue is proper in Caldwell County under Texas Civil Practice & Remedies Code section 15.002 because all or a substantial part of the events or omissions giving rise to the claim occurred in Caldwell County. Tex. Civ. Prac. & Rem. Code § 15.002(a)(2).



## **VI. THIS LAWSUIT IS BROUGHT ONLY UNDER TEXAS LAW**

113. Caldwell County's claims arise solely under Texas state law. The County is not making any federal claims; neither do the County's claims raise any federal question. Caldwell County does not assert a claim, right, or remedy arising under the Constitution, treaties, or laws of the United States. Accordingly, there is no federal subject matter jurisdiction and removal is improper on that basis. 28 U.S.C. §§ 1331, 1441(b).

114. Removal is likewise improper based on diversity of citizenship. The County and several of the Defendants, including McKesson Corporation, Mylan Bertek Pharmaceuticals Inc., Mission Pharmacal Company, and Advanced Pharma, Inc. d/b/a Avella of Houston, are citizens of the State of Texas. Thus, complete diversity of citizenship is lacking. 28 U.S.C. § 1332(a)(1).

115. Further, removal is improper because McKesson Corporation, Mylan Bertek Pharmaceuticals Inc., Mission Pharmacal Company, and Advanced Pharma, Inc. d/b/a Avella of Houston are citizens of the State in which this lawsuit was filed. 28 U.S.C. § 1441(b)(2).

116. This case is also not removable under the federal officer removal statute. 28 U.S.C. § 1442. Caldwell County is not pursuing any claims or damages related in any way to opioids supplied by McKesson pursuant to its Pharmaceutical Prime Vendor Contract (VA797P-12-D-001) with the United States Department of Veteran Affairs or any Pharmaceutical Prime Vendor Contract with a federal government agency. Caldwell County hereby expressly disclaims and waives any and all right to recovery, whether financial, injunctive, or equitable, related to or arising out of McKesson's distribution of opioids pursuant to its Pharmaceutical Prime Vendor Contract with the United States Department of Veteran Affairs, or any Pharmaceutical Prime Vendor Contract with a federal government agency.

117. Caldwell County's claims are not removable to federal court on the basis of federal question jurisdiction, diversity jurisdiction, or any other jurisdictional basis. Any removal of this lawsuit

would lack an objectively reasonable basis and would constitute grounds for an award of costs and attorneys' fees to Caldwell County. 28 U.S.C. § 1447(c).

## VII. CONDITIONS PRECEDENT

118. All conditions precedent to Caldwell County's claims for relief have been performed or have occurred.

## VIII. FACTUAL BACKGROUND

### A. The Nationwide Opioid Epidemic

119. The opioid epidemic is a national catastrophe. Never before has one type of prescription drug been so overprescribed and overused, resulting in an epidemic plaguing our country with no end in sight. CDC epidemiologists report that the annual economic burden caused by opioid abuse in the United States is at least \$78.5 billion, including lost productivity and increased costs related to health care, social services, law enforcement, criminal justice, substance abuse and rehabilitation services. Of course, there is a profound human toll that dollars and cents cannot capture.

120. The statistics are alarming. The CDC reports that from 1999 to 2017, more than 399,000 people died from overdoses related to opioids.<sup>47</sup> In 2017, there were more than 47,600 opioid-related deaths in the United States, 6 times higher than in 1999.<sup>48</sup>

121. In an open letter dated August 2016, U.S. Surgeon General Vivek Murthy asked doctors across the nation for help in solving "the urgent health crisis facing America: the opioid epidemic."<sup>49</sup> Dr. Murthy's letter noted that for two decades doctors have been incorrectly taught to "be more aggressive

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<sup>47</sup> CDC, *Opioid Analysis and Resources*, May. 7, 2019 <https://www.cdc.gov/drugoverdose/data/analysis.html>.

<sup>48</sup> CDC, *Opioid Overdose, Understanding the Epidemic*, Dec. 19, 2018, <https://www.cdc.gov/drugoverdose/epidemic/index.html>.

<sup>49</sup> *U.S. Surgeon General Turn the Tide Announcement*, AM. ACAD. OF FAMILY PHYSICIANS, [https://www.aafp.org/patient-care/public-health/pain-opioids/turn\\_the\\_tide.html](https://www.aafp.org/patient-care/public-health/pain-opioids/turn_the_tide.html).

about treating pain” and that this correlated with the “heavy marketing of opioids to doctors.”<sup>50</sup> That same year, U.S. prescribers wrote 66.5 opioid prescriptions for every 100 Americans.<sup>51</sup>

122. The Substance Abuse and Mental Health Services Administration reports that at least 2 million people had an opioid use disorder in 2018.<sup>52</sup>

123. Defendants affirmatively sought to dramatically change the public’s understanding of opioids through a well-funded deceptive marketing scheme. As described herein, Defendants used direct marketing and unbranded marketing to falsely and deceptively communicate statements about the risk and benefits of long-term opioid use.

124. As of 2018, the CDC reports that:

- (a) Two out of three drug overdose deaths in the U.S. involve an opioid;
- (b) On average, 130 Americans die every day from an opioid overdose;
- (c) More than 191 million opioid prescriptions were dispensed to American patients in 2017;<sup>53</sup>
- (d) Among people presenting for treatment for addiction to opioids, and who initiated use of an opioid in 2015, about two out of three started with prescription opioids;<sup>54</sup> and
- (e) Between 2010 and 2017, the rate of heroin-related overdose deaths increased by almost 400 percent.<sup>55</sup>

125. These statistics and studies paint a stark picture. A picture in which the Defendants profit

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<sup>50</sup> *Id.*

<sup>51</sup> CDC, *Annual Surveillance Report of Drug-Related Risks and Outcomes — United States, 2017*, Aug. 31, 2017 <https://www.cdc.gov/drugoverdose/pdf/pubs/2017-cdc-drug-surveillance-report.pdf>.

<sup>52</sup> SUBSTANCE ABUSE AND MENTAL HEALTH SERVS. ADMIN., *Key Substance Use and Mental Health Indicators in the United States: Results from the 2017 National Survey on Drugs and Health*, HHS Publication No. SMA 18-5068, NSDUH Series H-53 (September 2018), <https://store.samhsa.gov/system/files/sma18-5068.pdf>

<sup>53</sup> CDC, *Opioid Basics*, Aug. 2017, <https://www.cdc.gov/drugoverdose/opioids/prescribed.html>.

<sup>54</sup> CDC, *Heroin*, Dec. 2018, <https://www.cdc.gov/drugoverdose/opioids/heroin.html>.

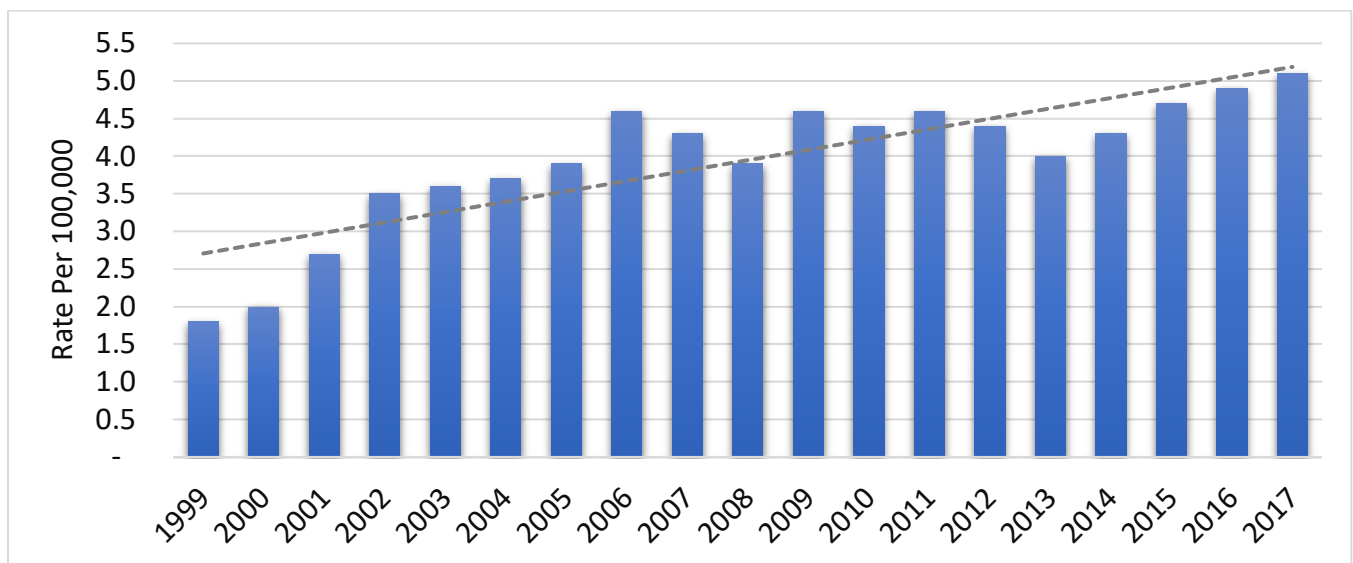
<sup>55</sup> *Id.*

at the expense of the nation’s health.

## B. Texas’ Growing Opioid Crisis

126. Like the rest of the country, Texas has suffered from the widespread devastation and economic impact of the opioid epidemic. The total number of Texans who die each year from an opioid overdose has increased *four-fold* since 1999, from 364 deaths in 1999 to 1,458 in 2017.<sup>56</sup>

**Figure 1. Opioid Overdose Death Rate Per 100,000 Population (age-adjusted), State of Texas, 1999-2017.**



Source: CDC WONDER, Multiple Cause of Death Files, 1999-2017.

127. In 2017, there were 9,121 opioid-related emergency department visits in 2017 and nearly 60 percent (5,329) of those visits were for commonly prescribed opioids.<sup>57</sup> That same year, the Texas Hospital Association’s (THA) Behavioral Health Council identified substance use disorders as a top priority.<sup>58</sup>

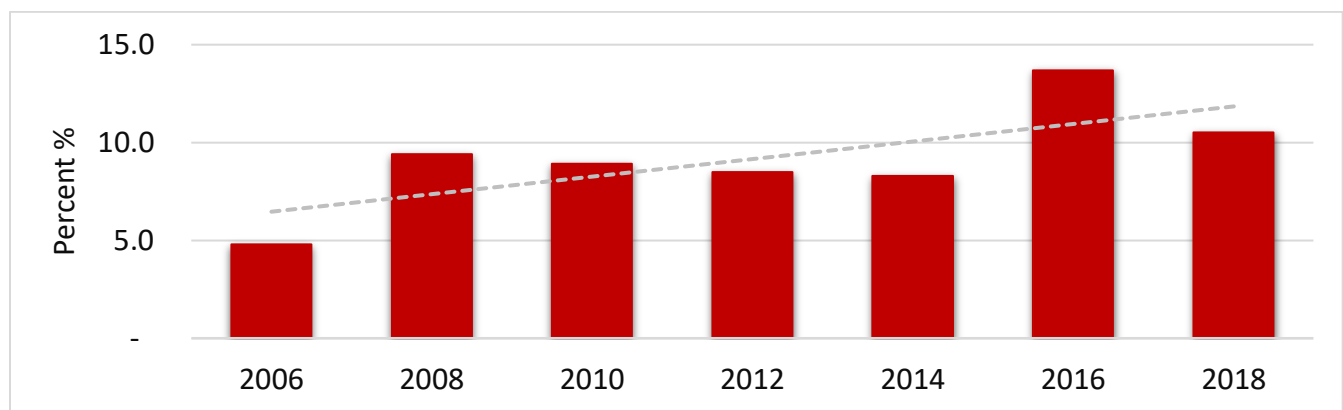
<sup>56</sup> CDC WONDER Database, Multiple Cause of Death Files, 1999-2017, <https://wonder.cdc.gov>.

<sup>57</sup> TEX. DEP’T OF STATE HEALTH SERVS., Texas Health Data, Opioid-Related Emergency Department Visits, 2016-2017, <http://healthdata.dshs.texas.gov/Opioids/EmergencyDepartment>.

<sup>58</sup> *Stemming the Opioid Tide in the ER*, TEXAS HOSPS., 16(2) TEX. HOSP. ASSN. 10-12 (2018), <https://www.tha.org/Portals/0/files/March-April-FINAL-04.25.2018.pdf>.

128. Opioids have devastated Texas families. Texas has one of the country’s highest rates of maternal mortality, which nearly doubled between 2010 and 2014—the main driver of maternal deaths is drug overdose.<sup>59</sup> Additionally, the number of neonatal abstinence syndrome (NAS) cases (babies are born addicted to opioids) has continued to rise statewide.<sup>60</sup> According to the Texas Department of State Health Services Texas School Survey, an increasing percentage of students in grade levels 7 through 12 report non-medical recreational use of prescription painkillers in the past year.<sup>61</sup>

**Figure 2. Substance Use Trends, Percentage of Students (Grades 7-12) in Texas Schools Who Used Prescription Painkillers at Least Once in Past School Year, 2006-2018.**



Source: Texas Department of State Health Services, Texas Health Data (2019).

129. Texas has four out of the top twenty-five cities for opioid abuse in the nation and incurs an estimated \$20 billion annually in costs associated with opioid abuse.<sup>62</sup>

<sup>59</sup> Mattie Quinn, *Why Texas Is the Most Dangerous U.S. State to Have a Baby*, GOVERNING (May 2017), <https://www.governing.com/topics/health-human-services/gov-maternal-infant-mortality-pregnant-women-texas.html>.

<sup>60</sup> TIFFANY MCKEE, TACKLING THE OPIOID CRISIS: EFFECTS ON THE NEONATE 14 (Texas Children’s Hospital 2018), available at [https://www.texaschildrenshealthplan.org/sites/default/files/pdf/11.17.18Presentation\\_McKee-Garrett.pdf](https://www.texaschildrenshealthplan.org/sites/default/files/pdf/11.17.18Presentation_McKee-Garrett.pdf)

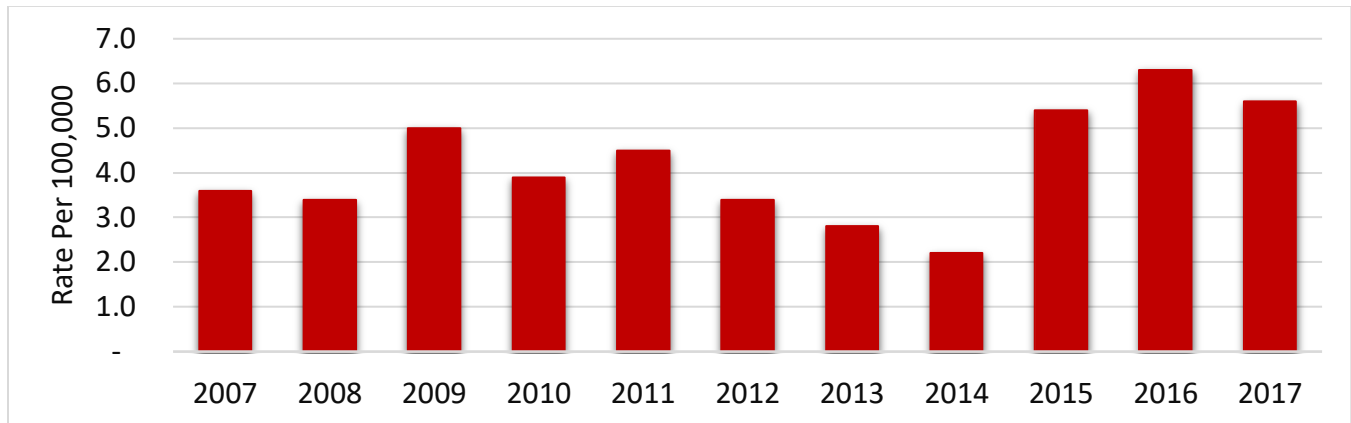
<sup>61</sup> TEX. DEP’T OF STATE HEALTH SERVS., Texas Health Data, Texas School Survey of Drug & Alcohol Use, 1998-2018, <http://healthdata.dshs.texas.gov/Substance/TexasSchoolSurvey>.

<sup>62</sup> HOUSE SELECT COMMITTEE ON OPIOIDS AND SUBSTANCE ABUSE, TEXAS HOUSE OF REPRESENTATIVES INTERIM REPORT 2018 at 1, available at <https://house.texas.gov/media/pdf/committees/reports/85interim/Interim-Report-Select-Committee-on-Opioids-Substance-Abuse-2018.pdf>; John Hawkins, *The Opioid Epidemic and its Effect on Texas Hospitals*, TEX. HOSPITAL ASS’N 5, <https://capitol.texas.gov/tlodocs/85R/handouts/C3942018032710001/15f60cc0-29cd-4cd2-b6a6-87b420c2402a.PDF> (last visited Nov. 3, 2019).

### C. The Opioid Epidemic in Caldwell County

130. Caldwell County has been consumed by the opioid epidemic in Texas and has suffered—and continues to suffer—substantial losses. Opioids represent a large number of substance abuse cases and contributes to the increasing number of deaths in Caldwell County.

**Figure 3. Opioid Overdose Death Rate Per 100,000 Population (age-adjusted), Greater Austin Metropolitan Area, 2007-2017.**



Source: CDC WONDER, Multiple Cause of Death Files, 1999-2017.

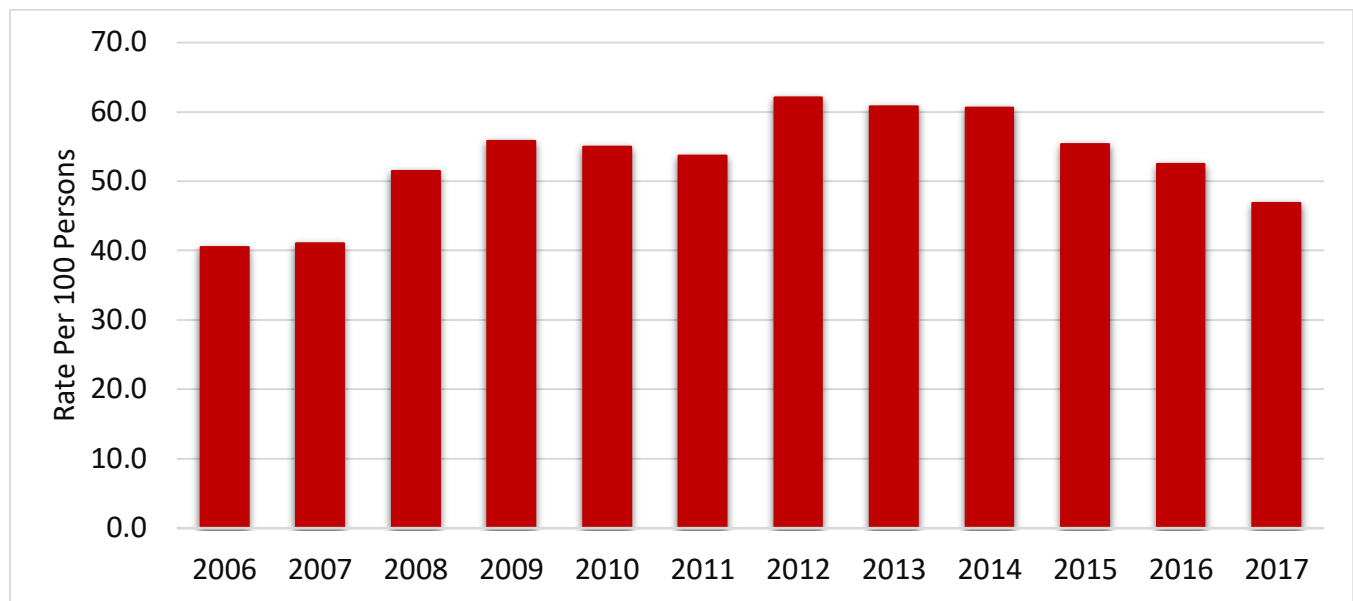
131. Several indicators show the immense impact the opioid epidemic has made on the people and resources of Caldwell County. The County has experienced heightened opioid prescribing rates, an increase in the prevalence of exposure to opioids, elevated medical costs, increased occurrences of newborns diagnosed with neonatal abstinence syndrome (NAS), high rates of drug-related criminal offenses, and additional costs associated with criminal justice.

#### 1. Opioid Prescribing Rates in Caldwell County Experienced a Rapid Increase in the Past Decade.

132. The opioid prescribing rate in Caldwell County has steadily increased over the years, reaching a peak in 2012, and has never returned to pre-epidemic levels. At its height in 2012, Caldwell

County health care providers wrote 62.1 opioid prescriptions for 100 Caldwell County residents.<sup>63</sup> See Figure 4, below.

**Figure 4. Opioid Prescribing Rate Per 100 Persons, 2006-2017.**



Source: CDC, U.S. Prescribing Rate Maps.

133. In the past decade, Caldwell County has experienced a drastic increase in total opioid distribution, flooding Caldwell County communities.

## **2. Caldwell County's Budget is Strained by Skyrocketing Medical Treatment Costs for Opioid-Related Conditions.**

134. In addition to the devastating toll opioids have exacted and continue to exact on Caldwell County families, the epidemic has also imposed a significant financial burden on the County, as a governmental entity, particularly with respect to its provisions of health care, substance abuse treatment, law enforcement, and other county-provided services

<sup>63</sup> CDC, NAT'L CENTER FOR INJURY PREVENTION AND CONTROL, *Prescribing Rate Maps* (July 31, 2017), <https://www.cdc.gov/drugoverdose/maps/rxrate-maps.html>.

135. Due to financial responsibilities to their respective medical component units, counties across the U.S., including Caldwell County, are left to bear the ever-increasing health care costs incurred through opioid-related treatment. Caldwell County provides medical services to its indigent population and pays for uncompensated medical treatment through the Seton Edgar B. Davis Hospital and the Caldwell County Indigent Health Care Program.<sup>64</sup>

136. Texas law requires counties to run medical programs to provide basic health services to eligible indigent residents of their county.<sup>65</sup> These basic services include medical screenings, annual physicals, inpatient/outpatient hospital services, rural health clinics, skilled nursing facility services, and limited monthly drug prescriptions.<sup>66</sup>

137. Individuals who lack employer or private insurance policies or who are indigent often turn to government programs and facilities, such as those operated by the County, for their basic health care needs. Many uninsured and indigent people repeatedly resort to using County emergency rooms resulting in high amounts of uncompensated costs. The uninsured rate among adults in Caldwell County is twice the national average.<sup>67</sup>

138. Most often, a hospital's emergency department is the initial treatment center for opioid overdose victims. From 2005 to 2014, the national rate for opioid-related emergency department visits increased by 117 percent; inpatient stays increased by 76 percent over the same time period.<sup>68</sup> Due to the

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<sup>64</sup> *Indigent Health Care*, CALDWELL COUNTY TEXAS, <http://www.co.caldwell.tx.us/page/caldwell.Indigent> (last visited Oct. 31, 2019); *Caldwell County Resources*, TEXAS CRIMINAL JUSTICE COALITION, [https://www.texascjc.org/county-resources?field\\_resources\\_list\\_value%5B%5D=A&field\\_resources\\_list\\_value%5B%5D=F&field\\_resources\\_list\\_value%5B%5D=G&field\\_resources\\_list\\_value%5B%5D=M&field\\_county\\_value=28](https://www.texascjc.org/county-resources?field_resources_list_value%5B%5D=A&field_resources_list_value%5B%5D=F&field_resources_list_value%5B%5D=G&field_resources_list_value%5B%5D=M&field_county_value=28).

<sup>65</sup> TEX. HEALTH & SAFETY CODE § 61.028.

<sup>66</sup> *Id.*

<sup>67</sup> ASCENSION SETON EDGAR B. DAVIS, COMMUNITY HEALTH NEEDS ASSESSMENT 9 (2019).

<sup>68</sup> Mallow, Peter J., et al., *Geographic Variation in Hospital Costs, Payments, and Length of Stay for Opioid-Related Hospital Visits in the USA*, 11 J. PAIN RESEARCH 3079-3088 (2018).



emergency department's responsibility to treat every individual who presents for care, hospitals incur substantial costs in providing treatment but receive minimal reimbursement.

139. The number of babies with neonatal abstinence syndrome (“NAS”) increased 75 percent statewide from 2010 to 2015;<sup>69</sup> however, NAS is underreported in Texas and in Caldwell County. NAS occurs when infants suffer from symptoms of withdrawal—such as crying, vomiting, diarrhea, muscle twitches and seizures—after being exposed to opiate drugs while in the mother’s womb. Newborns with NAS require longer hospital stays—almost 15 days longer than the average newborn stay.<sup>70</sup>

### **3. Caldwell County’s Criminal Justice System Spends its Limited Resources Fighting a Spiraling Epidemic.**

140. Unfortunately, Caldwell County struggles to keep pace with the demand on its resources caused by the epidemic. Caldwell County is a rural county 30 miles from Austin, Texas. Due to its small size and financial limitations, many criminal justice programs are understaffed. For example, Caldwell County’s jail averages 180 inmates per day and there is only one Community Supervision Officer within the Probation Department who can process the Pre-Trial bond releases for Caldwell County.<sup>71</sup>

141. Like the rest of the State, Caldwell County has experienced a steady increase in opioid related arrests and incarcerations.<sup>72</sup> The County expends substantial resources funding substance abuse treatment programs and contracting with substance abuse counselors to provide medical services to the inmate population in its jail.<sup>73</sup> The treatment necessary for inmates due to the opioid epidemic has placed

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<sup>69</sup> *Id.*

<sup>70</sup> TEX. DEP’T OF STATE HEALTH SERVS., *Exceptional Item 6(b) Neonatal Abstinence Syndrome (NAS) Prevention Pilot* (2015).

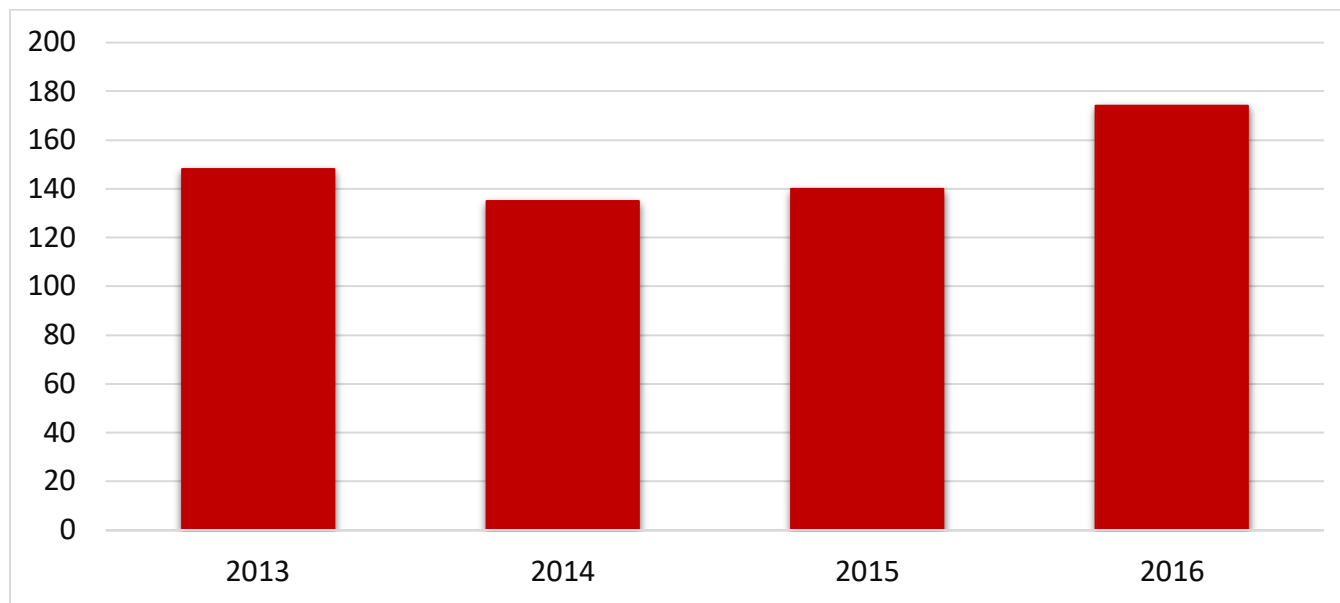
<sup>71</sup> *Caldwell County Pre-Trial Program*, TEXAS ASSOCIATION OF PRETRIAL SERVICES Nov. 26, 2016, <https://www.texaspretrial.org/caldwell-county-pre-trial-program/>.

<sup>72</sup> *SRS Arrestee Summary*, TEXAS DEPARTMENT OF PUBLIC SAFETY, <https://txucr.nibrs.com/SRSReport/ArresteeSummary>.

<sup>73</sup> CALDWELL COUNTY ADOPTED BUDGET 2019-2020 at 29, 43, 44.

a heavy burden on the limited resources of local law enforcement and County-funded correctional facilities.

**Figure 5. Drug Arrests Caldwell County, 2013-2016.**



Source: Texas Department of Public Safety

142. Services attributed to public safety and judicial functioning accounted for 48.7 percent of Caldwell County’s expenses for the 2018 fiscal year.<sup>74</sup> Caldwell County provides legal defense services to indigent offenders, including those arrested for opioid-related crimes.<sup>75</sup> In 2018, Caldwell County spent over \$250,000 in indigent defense costs.<sup>76</sup>

143. Caldwell County expends substantial resources combating the opioid epidemic through substance abuse treatment programs and law enforcement special divisions.<sup>77</sup> These services are critical components of Caldwell County’s fight against the torrent of opioid drugs flowing into its communities.

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<sup>74</sup> CALDWELL COUNTY, TEXAS ANNUAL FINANCIAL REPORT 13 (2018).

<sup>75</sup> *Caldwell County Current Indigent Defense Plan*, TEXAS INDIGENT DEFENSE COMMISSION, <http://tidc.tamu.edu/public.net/Reports/IDPlanNarrative.aspx?cid=105> (last visited Oct. 31, 2019).

<sup>76</sup> *Indigent Defense Data for Texas*, TEXAS INDIGENT DEFENSE COMMISSION, <http://tidc.tamu.edu/public.net/> (last visited Oct. 31, 2019).

<sup>77</sup> CALDWELL COUNTY ADOPTED BUDGET FY 2018 at 23.

144. Despite Caldwell County's efforts, the opioid epidemic continues to exact an enormous toll on its communities. Unfortunately, the County's people and resources have been, and will continue to be, afflicted and depleted by opioid's immense associated costs unless Defendants are held accountable for their actions.

#### **D. Defendants' Unlawful, False and Deceptive Marketing Practices**

145. As indicated above, before the 1990s, opioids were predominantly prescribed for acute, short-term pain, such as trauma or cancer-related pain. Accepted standards of medical practice discouraged the use of opioids to treat chronic pain due to a lack of evidence that opioids improved function and were effective for everyday pain management. Instead, the evidence demonstrated that patients developed tolerance to opioids, which increased the risk of addiction and death.

146. Through a well-funded and deceptive marketing campaign, Defendants altered this consensus on the danger of opioids. Defendants used multiple vehicles to spread their false, deceptive, and misleading statements about opioids, using, among other means: (1) aggressive and unethical branded marketing directed at physicians and patients in the County; (2) dispatching supposedly independent and unbiased third-parties to the County to disseminate false and deceptive statements concerning the risks and benefits of opioids; (3) knowingly and intentionally misrepresenting the risks, benefits, and superiority of opioids; and, (4) engaging in other unlawful, unfair, and fraudulent misconduct, including targeting susceptible prescribers and vulnerable patient populations.

## 1. Defendants Aggressively and Unethically Engaged in Direct Marketing of their Branded Opioid Products.

147. Defendants implemented their direct marketing campaign in a variety of ways, but generally along three tracks, including:

- (a) Direct-to-consumer advertising campaigns,
- (b) Direct sales contacts with healthcare providers, and
- (c) Physician speaker programs.

148. Defendants conducted advertising campaigns touting the purported benefits of their branded drugs, utilizing print media, television, radio, and the internet.

149. Defendants' branded ads deceptively portrayed the benefits of opioids for chronic pain. For example, Endo distributed and made available on its website, [www.opana.com](http://www.opana.com), a pamphlet promoting Opana® ER with photographs depicting patients with physically demanding jobs like a construction worker and chef, implying that the drug would provide long-term pain relief and functional improvement.

150. Endo's advertising campaign positioned Opana® ER—a powerful opioid drug 10 times more potent than morphine—as an appropriate treatment option for a wide market of individuals with moderate chronic pain. Endo's website included "Patient Profiles," which were descriptions of individuals with various chronic conditions, including Mike (pictured below), a "53 year old accountant who developed a degenerative disc disease from playing football during [his] younger days," Bill, a "40 year old construction worker who developed low back pain," Stella, a "68 year old school secretary" with "osteoarthritis in the hip and spine," and Wanda, a "46 year old teacher" who stopped taking morphine because "the side effects were intolerable." Through its series of relatable "Patient Profiles," Endo marketed Opana® ER as the solution to a broad spectrum of chronic pain issues.

**Graphic 1. Patient Profile: Mike.**<sup>78</sup>

The image is a screenshot of a patient profile for a man named Mike. On the left, there is a photo of Mike, an older man with grey hair, wearing a blue button-down shirt and khaki pants. Below the photo is a green button that says "Mike VIEW PROFILE" with a yellow arrow pointing right. Below that is a white box with black text that reads: "MIKE NEEDS A PRESCRIPTION MEDICATION TO CONTROL HIS MODERATE TO SEVERE CHRONIC PAIN". To the right of the photo is a large white box with the heading "PATIENT PROFILE: MIKE" in bold black letters. Below the heading is a small icon of a document. The main text in the box reads: "Mike needs prescription medication to control his moderate to severe chronic pain". Below this is a paragraph: "Hello, my name is Mike and I am a 53 year old accountant who developed degenerative disc disease from playing football during my younger days. I have been taking over the counter drugs but the pain has progressed. I do physical therapy twice a week to maintain my flexibility and range of motion, but the pain still remains." Below that is another paragraph: "Since ibuprofen and physical therapy are not enough, my doctor suggested that he may want to put me on an opioid treatment to help reduce my pain score." Below that is a final paragraph: "Are you like Mike? Talk to your doctor to find out if OPANA ER is an appropriate choice for your moderate to severe chronic pain." At the bottom of the box is a blue link that says "Go to next patient profile".

151. Pursuant to a settlement agreement, Endo agreed in late 2015 and 2016 to halt these misleading representations in New York, but they continue to disseminate them elsewhere, including in Texas.

152. Defendants' advertising efforts have been particularly instrumental in proliferating the widespread use of hydrocodone-based medications in the State of Texas.

153. Defendant AbbVie successfully boosted sales of Vicodin through its targeted use of toys and other light-hearted marketing items that downplayed the risks and misrepresented the benefits of the drug. AbbVie took advantage of the fact that, for a number of years, Vicodin was not regulated as a Schedule II controlled substance. Starting in the early 1990s, AbbVie marketed Vicodin in Texas and Caldwell County as "[t]ablet for tablet, the most potent analgesic you can phone in" and as a drug that offered "Freedom from pain! Extra strength pain relief free of extra prescribing restrictions."

<sup>78</sup> *Mike needs prescription medication to control his moderate to severe chronic pain*, OPANA ER, (archived on Jan. 9, 2010) <http://web.archive.org/web/20100109130733/http://www.opana.com:80/patient/opana/profile-mike.aspx>.



unprecedented for opiates and other narcotic drugs to hospitals and prescribing physicians.<sup>80</sup>

**Graphic 3. Promotional Items Distributed by Opioid Manufacturers.**<sup>81</sup>



156. J&J aggressively promoted Ultracet® for “chronic neuropathic pain,” even though the drug was approved by the FDA for treatment of short-term pain only.<sup>82</sup> In 2014, J&J spent \$34 million promoting its branded opioid products directly to doctors and their patients.

<sup>80</sup> *Prescription Drugs: OxyContin Abuse and Diversion and Efforts to Address the Problem*, General Accounting Office, December 2003, Publication GAO-04-110.

<sup>81</sup> David Armstrong, *From windshield sun blockers to beach towels: the swag handed out by pain pill reps*, STAT, Oct. 4, 2016, <https://www.statnews.com/2016/10/24/oxycontin-opioids-swag/>.

<sup>82</sup> Temple, John, *American Pain: How a Young Felon and His Ring of Doctors Unleashed America’s Deadliest Drug Epidemic*, ROWMAN & LITTLEFIELD (2015), at p. 49.

**Graphic 4. J&J's Promotional Ultracet Plush Toy "For Ages 3 Years and Up."**<sup>83</sup>



**Graphic 5. J&J's Promotional Ultracet Reflex Hammer for Prescribing Physicians.**<sup>84</sup>



157. Teva promoted its narcotic lollipop, Actiq (fentanyl) for migraine pain instead of the cancer pain for which it had received FDA approval.<sup>85</sup> In 2008, Teva pleaded guilty to a criminal violation of the Federal Food, Drug and Cosmetic Act (FDCA) for its misleading promotion of Actiq and two other drugs and agreed to pay \$425 million in fines, damages and penalties.

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<sup>83</sup> *Ultracet Drug Pharmaceutical Woman Chef 9" Plush Advertisement Toy Pharma*, EBAY.COM, <https://www.ebay.com/itm/ULTRACET-DRUG-PHARMACEUTICAL-Woman-Chef-9-Plush-Advertisement-Toy-Pharma-/332739932347?oid=332670541704> (last visited Aug. 16, 2018).

<sup>84</sup> *Rare Drug Rep Reflex Hammer . . . Ultracet*, EBAY.COM, [https://www.ebay.com/itm/RARE-DRUG-REP-Reflex-Hammer-ULTRACET-/122462435250?nordt=true&orig\\_cvip=true&rt=nc&\\_trksid=p2047675.m43663.110137](https://www.ebay.com/itm/RARE-DRUG-REP-Reflex-Hammer-ULTRACET-/122462435250?nordt=true&orig_cvip=true&rt=nc&_trksid=p2047675.m43663.110137) (last visited Aug. 16, 2018).

<sup>85</sup> *Id.*



**Graphic 6. Teva's Promotional Actiq Pen.**<sup>86</sup>



158. While payments from opioid pharmaceutical companies to individual prescribing physicians are typically small in value, the impact on prescribing habits is quite large. A 2018 study published in *JAMA Internal Medicine* shows the significant impact that even a meal or two paid for by a pharmaceutical company can have on physician prescribing rates.<sup>87</sup> Researchers from Boston Medical Center examined pharmaceutical company payments made to physicians in 2014, ranging from consulting fees to meals, and found that doctors who received any opioid pharmaceutical marketing increased their prescribing in 2015, writing nine percent more opioid prescriptions than doctors who received no marketing.<sup>88</sup>

159. In addition to the above efforts, Defendants promoted their products by:

- (a) Training their sales representatives to misrepresent to individual prescribers the risk of addiction;
- (b) Rewarding their sales representatives for high sales with luxury trips, lucrative annual bonuses and incentive programs;
- (c) Compiling profiles of doctors and their prescribing habits into databases to pinpoint the doctors prescribing the most pain medication and targeting them for a marketing

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<sup>86</sup> *Pharmaceutical Pen Actiq Drug Heavy Metal Rare Collectible*, EBAY.COM, [https://www.ebay.com/itm/Pharmaceutical-Pen-Actiq-Drug-Heavy-Metal-Rare-Collectible-Pen-/122502016114?nordt=true&orig\\_cvip=true&rt=nc&\\_trksid=p2047675.m43663.110137#payCntId](https://www.ebay.com/itm/Pharmaceutical-Pen-Actiq-Drug-Heavy-Metal-Rare-Collectible-Pen-/122502016114?nordt=true&orig_cvip=true&rt=nc&_trksid=p2047675.m43663.110137#payCntId) (last visited Aug. 16, 2018).

<sup>87</sup> Hadland, Scott, et al., *Association of Pharmaceutical Industry Marketing of Opioid Products to Physicians With Subsequent Opioid Prescribing*, 178(6) JAMA INTERNAL MED. 861 (2018), <https://jamanetwork.com/journals/jamainternalmedicine/article-abstract/2681059>.

<sup>88</sup> *Id.*

- offensive;
- (d) Sponsoring the publication of false medical literature that stated prescription opioid addiction is rare;
  - (e) Garnering the favor of doctors in private practice with gifts, free trips, and paid speaking engagements;
  - (f) Launching websites that promote the safety of opioids for chronic use;
  - (g) Disseminating pamphlets and patient education brochures that downplay the risks of addiction;
  - (h) Targeting children as young as 6 as potential opioid users, including through organizational policy guides;
  - (i) Sponsoring webinars that claimed screening tools, urine tests, and patient agreements would prevent overuse of prescriptions and overdose deaths; and
  - (j) Blaming “bad apple patients”—not opioids—for the addiction crisis and positing that once the “bad apple patients” are identified, doctors can freely prescribe without risk of addiction.

160. Defendants marketed their products by utilizing doctors as promotional speakers. Defendants would pay doctors “speaker” fees and other honoraria to serve on their speakers’ bureaus. These physicians offered credibility and validation to Defendants’ messages. They also gave the false impression that they were providing unbiased and medically accurate presentations when they were, in fact, presenting a script prepared by Defendants. These presentations conveyed misleading information, omitted material information, and failed to correct Defendants’ prior misrepresentations about the risks and benefits of opioids.

161. An effective marketing strategy for Defendants was to directly target those who control opioid prescriptions through so-called educational conferences sponsored by the company in destination locations.

162. These so-called promotional speaker payments were merely a pretext through which Defendants could line the pockets of certain high-prescribing doctors and pill mills and thereby increase sales of their opioid products.

163. Defendants received new information concerning addiction and the long-term use of opioids, which, if acted upon, would have strengthened instructions about dosing and administration of the drugs. However, Defendants continued to market their opioid products without providing such information to consumers and by making statements that were contrary to newly acquired scientific information.

164. Many studies published since the FDA's approval of Defendants' opioid products directly contradict Defendants' promotional statements and materials. At all relevant times, Defendants were aware of such studies.

165. Defendants suppressed, downplayed, or indirectly attempted to suppress the dissemination of newly acquired information about the risks and efficacy of their opioid products. Defendant's assertion that the risk of opioid addiction is low is not supported by science. In fact, physical withdrawal symptoms may occur in patients who have had a little more than two weeks of opioid therapy. Early physical symptoms (also known as the "acute withdrawal phase") include: muscle aches, anxiety, restlessness, and excessive sweating. Acute withdrawal symptoms may start as early as 12 hours after the last opioid use and can last up to four weeks. Later symptoms (also known as the "post-acute withdrawal phase") include: diarrhea, cramping, nausea, blurry vision, high blood pressure and rapid heartbeat. Post-acute withdrawal symptoms can last up to two years.

166. Following market approvals for their opioid products and prior to 2013, Defendants obtained information regarding the grave risks associated with opioid use. Instead of educating physicians and the public that opioids should only be used as a last resort, after non-opioid treatments and therapies fail, Defendants encouraged medical professionals to prescribe higher dosages of opioids as a first response to chronic pain issues. Defendants also continued to encourage the use of opioids for the treatment of chronic, noncancer pain in patients with a known history of opioid addiction.

167. Defendants employed and continue to employ the above direct marketing plans, strategies, and messages in and around the County. These sustained and ongoing marketing efforts have naturally and predictably resulted in unnecessary and unwanted opioid addiction, abuse, diversion, and death.

168. As a direct and foreseeable consequence of Defendants' conduct, including their fraudulent marketing campaign, the County has committed and continues to commit substantial resources to provide and pay for health care, social services, public assistance, and other services that have become necessary for its residents.

## **2. Defendants Used Superficially Independent Third Parties to Engage in False and Deceptive Unbranded Marketing of Prescription Opioids.**

169. Defendants deceptively marketed opioids to Caldwell County through unbranded advertising. "Unbranded advertising" is advertising that promotes opioid use generally but does not name a specific opioid product. This type of marketing is meant to grow Defendants' consumer base and profits by allaying fears of opioid addiction and death as overblown obstacles to the compassionate treatment of patients.

170. Unbranded advertising was created by Defendants and disseminated by seemingly independent third parties. By funding, directing, reviewing, editing, and distributing this unbranded advertising, Defendants controlled the deceptive messages and acted in concert with these third parties to falsely and misleadingly promote opioids for the treatment of chronic pain to hospitals and physicians.

171. Unlike branded advertisements that name a specific drug, unbranded advertisements are not required to disclose risks and side effects. Unbranded advertising also avoids regulatory scrutiny because Defendants do not have to submit it to the FDA; consequently, it is not reviewed or regulated by the FDA.

172. Defendants' deceptive unbranded marketing often contradicted and undercut their branded

materials. For example, Endo’s unbranded advertising stated that “[p]eople who take opioids as prescribed usually do not become addicted.”<sup>89</sup> This message contradicted its concurrent, branded advertising for Opana® ER, which cautioned that “[a]ll patients treated with opioids require careful monitoring for signs of abuse and addiction, since use of opioid analgesic products carries the risk of addiction even under appropriate medical use.”<sup>90</sup>

173. Defendants knew that their own marketing and messages would be viewed more skeptically by hospitals and patients than messaging by apparently independent third-party physicians and healthcare organizations. Therefore, Defendants set out to manipulate the stream of information provided to hospitals, the medical community, and their patients.

### **3. Defendants Deployed “Key Opinion Leaders” to Perpetuate Widespread Acceptance of Opioids for the Treatment of Chronic Pain.**

174. It was Defendants’ mission to change the definition of “addiction.” Prominent doctors—paid by Defendants—were some of the most prolific spokespeople in the continuous and ongoing pro-opioid marketing campaigns described in this Petition. Defendants used these prominent doctors by funding, assisting and encouraging them to promote widespread opioid use for the treatment of chronic conditions.

175. Defendants employed Key Opinion Leaders (KOLs) to promote and lend legitimacy to their campaign of misinformation. Defendants identified, recruited, trained, and paid KOLs to publicly

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<sup>89</sup> *Pain: Opioid Therapy*, Patient Education Handout, PAINKNOWLEDGE.ORG (May 13, 2013), [http://web.archive.org/web/20101007083722/http://painknowledge.org/patiented/pdf/B697\\_%20Patient%20Handout\\_FINAL.pdf](http://web.archive.org/web/20101007083722/http://painknowledge.org/patiented/pdf/B697_%20Patient%20Handout_FINAL.pdf); *see also Persistent Pain in Older People*, PAINKNOWLEDGE.ORG (Oct. 7, 2010) [http://web.archive.org/web/20101007090344/http://painknowledge.org/patiented/pdf/B718\\_PF\\_PE\\_paintreatment---FINAL%20072909.pdf](http://web.archive.org/web/20101007090344/http://painknowledge.org/patiented/pdf/B718_PF_PE_paintreatment---FINAL%20072909.pdf) (“Fact: Medicines that are used to treat pain usually do not cause addiction if they are prescribed and taken correctly.”).

<sup>90</sup> *OPANA® ER oxymorphone hydrochloride tablet, extended release*, ENDO PHARMACEUTICALS, INC. (Oct. 12, 2013), [http://web.archive.org/web/20131012133700/http://endo.com/File%20Library/Products/Prescribing%20Information/OpanaER\\_Biconcave\\_\\_prescribing\\_information-html.html](http://web.archive.org/web/20131012133700/http://endo.com/File%20Library/Products/Prescribing%20Information/OpanaER_Biconcave__prescribing_information-html.html).

endorse opioid use to treat chronic pain. Specifically, KOLs perpetuated false statements about:

- (a) the safety of opioids for long-term use or chronic, noncancer-related use;
- (b) the effectiveness of opioid drugs in providing pain relief and increased functioning;
- (c) the risk of addiction, overdose, and death associated with opioid use;
- (d) the prevalence of untreated or undertreated pain in the U.S.;
- (e) the efficacy of so-called “abuse-deterrent” reformulations of oxycodone and hydrocodone;
- (f) the underlying causes of opioid-related overdose deaths;
- (g) the appropriateness of opioids for the treatment of noncancer pain in patients with a known history of opioid addiction; and
- (h) the safety of near-limitless dosage escalations.

176. Because of their respected positions in the industry and the funding provided them by Manufacturer and Distributor Defendants, KOLs were in an advantageous position to convince other physicians, hospitals, and researchers to believe false and misleading statements about prescription opioids.

177. Manufacturer and Distributor Defendants paid KOLs to deliver continuing medical education (CME) content, give talks to specialists and other important physician groups, make presentations at workshops and conferences, and even give training sessions for their physician peers. Support from Manufacturer and Distributor Defendants helped KOLs become respected industry experts. As they rose to prominence, KOLs touted the benefits of opioids to treat chronic pain and advanced Defendants’ collective pro-opioid agenda. KOL’s professional reputations became dependent on continuing to promote a pro-opioid message, even in activities that were not directly funded by Manufacturer and Distributor Defendants.

178. KOLs wrote, consulted on, edited, and lent their names to books and articles on opioids. They also gave speeches and CMEs supportive of chronic opioid therapy. Manufacturer and Distributor

Defendants created opportunities for KOLs to participate in research studies, sponsoring and funding numerous studies that promoted opioid use in a more expansive patient population.

179. KOLs also served on committees that developed treatment guidelines strongly encouraging the use of opioids to treat chronic pain and on the boards of pro-opioid advocacy groups and professional societies that produced and presented CMEs. Manufacturer and Distributor Defendants directed and exerted control over these activities through KOLs.

180. At all relevant times, Defendants knew that doctors rely heavily on their peers for guidance and that doctors are less likely to challenge opinions or advice if given by a medical peer. The recruitment and use of KOLs provided the false appearance of unbiased and reliable support for chronic opioid therapy to deceive hospitals and physicians.

181. Defendants routinely utilized many of the same KOLs, including Dr. Russell Portenoy, Dr. Lynn Webster, Dr. Perry Fine, and Dr. Scott Fishman. These physicians received massive funding from pharmaceutical companies to give legitimacy to the idea that chronic use of opioids was safe. Highly influential in their field, these doctors were an integral part of Defendants' unbranded marketing campaign.

182. KOLs are readily distinguishable from other physicians who prescribe opioids because KOLs knew or should have known that the research, data, and opinions they disseminated to the public and to the medical community regarding the risks of opioid use were misleading or false. Further, KOLs were generously compensated for their marketing efforts by Manufacturer and Distributor Defendants in a concerted action to sell more opioid drugs to as many hospitals and doctors as possible.

183. At all relevant times, Defendants knew that doctors rely heavily on their peers for guidance and that doctors are less likely to challenge opinions or advice if given by a medical peer. The recruitment and use of KOLs provided the false appearance of unbiased and reliable support for chronic opioid

therapy.

***Dr. Russell Portenoy***

184. Dr. Russell Portenoy, former Chairman of the Department of Pain Medicine and Palliative Care at Beth Israel Medical Center in New York is one example of a KOL who Defendants identified and promoted to further their marketing campaign. While advocating for chronic opioid therapy, Dr. Portenoy received research support, consulting fees, and honoraria from Endo, Teva, Mallinckrodt, and J&J, among others.<sup>91</sup>

185. Dr. Portenoy was instrumental in opening the door for the regular use of opioids to treat chronic pain. He served on the American Pain Society (“APS”) and American Academy of Pain Medicine (“AAPM”) Guidelines Committees, which endorsed the use of opioids to treat chronic pain, first in 1997 and again in 2009. He was also a member of the board of the American Pain Foundation (“APF”), an advocacy organization almost entirely funded by Defendants.

186. Dr. Portenoy was instrumental in the proliferation of Defendants’ pro-opioid messaging. Dr. Portenoy was one of the first physicians to actively promote the false assertion that fewer than 1 percent of opioid users became addicted. Dr. Portenoy often cited a poorly supported 1980 *New England Journal of Medicine* (“NEJM”) letter-to-the-editor, the entirety of which is shown below:

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<sup>91</sup> Catan, Thomas, et al., *A Pain-Drug Champion Has Second Thoughts*, WALL STREET J., Dec. 17, 2012 <https://www.wsj.com/articles/SB10001424127887324478304578173342657044604>.



**Graphic 7. Addiction Rare in Patients Treated with Narcotics.**<sup>92</sup>

**ADDICTION RARE IN PATIENTS TREATED  
WITH NARCOTICS**

*To the Editor:* Recently, we examined our current files to determine the incidence of narcotic addiction in 39,946 hospitalized medical patients<sup>1</sup> who were monitored consecutively. Although there were 11,882 patients who received at least one narcotic preparation, there were only four cases of reasonably well documented addiction in patients who had no history of addiction. The addiction was considered major in only one instance. The drugs implicated were meperidine in two patients,<sup>2</sup> Percodan in one, and hydromorphone in one. We conclude that despite widespread use of narcotic drugs in hospitals, the development of addiction is rare in medical patients with no history of addiction.

JANE PORTER  
HERSHEL JICK, M.D.  
Boston Collaborative Drug  
Surveillance Program

Waltham, MA 02154                      Boston University Medical Center

1. Jick H, Mietinen OS, Shapiro S, Lewis GP, Siskind Y, Slone D. Comprehensive drug surveillance. JAMA. 1970; 213:1455-60.  
2. Miller RR, Jick H. Clinical effects of meperidine in hospitalized medical patients. J Clin Pharmacol. 1978; 18:180-8.

187. The study summarized in the above 100-word letter involved the analysis of a database of hospitalized patients who were given as little as a single small dose of opioids in a controlled setting for a short period of time to ease acute pain. Although the study had nothing to do with prescribing opioids for the treatment of chronic, non-cancer pain, it was cited over 608 times in the next 20 years by KOLs, including Dr. Portenoy and others, to provide support for Defendants’ message that that untreated pain was an “epidemic” and that opioids must be liberally prescribed.

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<sup>92</sup> Porter, Jane and Hershel Jick, *Addiction Rare in Patients Treated With Narcotics*, 302(2) NEW ENG. J. MED. 123 (1980).

188. The authors of the 1980 NEJM study have stated that their findings were grossly misused: “I’m essentially mortified that that letter to the editor was used as an excuse to do what these drug companies did.”<sup>93</sup> But the damage had been done. These ideas quickly reached mainstream medicine. As planned and intended, opioid prescriptions for common ailments like back pain, arthritis and headaches surged.

189. In 1996, the American Pain Society (APS), of which Dr. Portenoy was also president, infamously endorsed the concept of pain as “the Fifth Vital Sign” that doctors should monitor alongside blood pressure, temperature, heartbeat and breathing.<sup>94</sup> Dr. Portenoy’s efforts ensured that it would become common practice for healthcare providers such as hospital emergency departments to ask about pain when conducting evaluations.<sup>95</sup>

190. From this, the idea took hold that America was needlessly undertreating pain. Dr. Portenoy later admitted that the claim was not based on sound scientific evidence. “I gave innumerable lectures in the late 1980s and ‘90s about addiction that weren’t true,” Dr. Portenoy said in a 2010 videotaped interview with a fellow doctor.<sup>96</sup>

191. Dr. Portenoy, with funding and sponsorship from other Defendants, authored and contributed to numerous medical journal articles that touted the benefits of “abuse-deterrent” reformulated oxycodone for the treatment of chronic noncancer pain.<sup>97</sup> Without supporting evidence, Dr. Portenoy perpetuated the idea that “abuse-deterrent” reformulations of oxycodone and hydrocodone were safer and

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<sup>93</sup> Zhang, Sarah, *The One-Paragraph Letter from 1980 That Fueled the Opioid Crisis*, THE ATLANTIC, Jun. 2, 2017.

<sup>94</sup> *Id.*

<sup>95</sup> U.S. GOV’T ACCOUNTABILITY OFFICE, *supra*.

<sup>96</sup> *Id.*

<sup>97</sup> See, e.g., Portenoy, Russell K., et al., *Long-Term Use of Controlled-Release Oxycodone for Noncancer Pain: Results of a 3-Year Registry Study*, 23(4) CLINICAL J. PAIN 287 (2007) (finding that the “most common adverse events [of controlled-release oxycodone] were constipation and nausea, and the incidence of these events declined over time on treatment” and that “[i]nvestigators reported 6 cases (2.6%) of possible drug misuse but no evidence of de novo addiction was observed”).

less addictive.

192. In July of 2017, NEJM published a retraction of the one-paragraph 1980 letter-to-the-editor, noting the “sizable increase” in citation to the study “after the introduction of OxyContin.”<sup>98</sup> The author observes that the opioid epidemic in America “arose in part because physicians were told that the risk of addiction was low when opioids were prescribed for chronic pain” and that “[a] one-paragraph letter that was published in the *Journal* in 1980 was widely invoked in support of this claim, even though **no evidence** was provided by the correspondents.”<sup>99</sup> Importantly, the author concludes:

[W]e found that a five-sentence letter published in the *Journal* in 1980 was heavily and uncritically cited as evidence that addiction was rare with long-term opioid therapy. We believe that this citation pattern contributed to the North American opioid crisis by helping to shape a narrative that allayed prescribers’ concerns about the risk of addiction associated with long-term opioid therapy.<sup>100</sup>

### ***Dr. Lynn Webster***

193. Another KOL, Dr. Lynn Webster, was the co-founder and Chief Medical Director of Lifetree Clinical Research, a pain clinic in Salt Lake City, Utah. Dr. Webster was President in 2013 and is a current board member of AAPM, a front group that ardently supports chronic opioid therapy. He is a Senior Editor of *Pain Medicine*, the same journal that published special advertising supplements touting Endo’s Opana® ER. Dr. Webster authored numerous CMEs sponsored by Endo while he was receiving significant funding from Defendants.

194. In 2011, Dr. Webster presented a program via webinar titled, “Managing Patients’ Opioid Use: Balancing the Need and the Risk.” Dr. Webster recommended using risk-screening tools, such as urine testing and patient agreements, as a way to prevent “overuse of prescriptions” and “overdose deaths,”

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<sup>98</sup> Leund, Pamela, et al., *A 1980 Letter on the Risk of Opioid Addiction*, 22 N. ENG. J. MED. 376 (2017).

<sup>99</sup> *Id.* (emphasis added).

<sup>100</sup> *Id.*

which was available to and was, on information and belief, intended to reach hospitals and doctors treating Caldwell County residents.

195. Dr. Webster was also a leading proponent of the concept of “pseudoaddiction,” the notion that addictive behaviors should be seen not as warnings, but as indications of undertreated pain. In Dr. Webster’s description, the only way to differentiate the two was to increase the patient’s dose of opioids. As he and his co-author wrote in a book that is still available on-line, when faced with signs of aberrant behavior, increasing the dose “in most cases . . . should be the clinician’s first response.” Endo distributed this book to hospitals and doctors. Years later, Dr. Webster reversed himself, acknowledging that “[pseudoaddiction] obviously became too much of an excuse to give patients more medication.”

### ***Dr. Perry Fine***

196. KOL Dr. Perry Fine, a professor of anesthesiology at the University of Utah School of Medicine, has also served as president of the AAPM, a board member for APF, and chair of the National Initiative on Pain Control through APF.<sup>101</sup> Dr. Fine has authored numerous articles on the AAPM’s website. He has served on advisory boards and provided medical legal consulting for Teva and J&J, received research grants from Teva, served as an expert witness for J&J, participated in CMEs for Endo and J&J, and served on speakers’ bureaus for J&J.<sup>102</sup>

197. Dr. Fine perpetuated the concept of undertreated pain as an epidemic. “Chronic pain is sort of the modern-day leprosy,” he said. “It’s been sort of hidden away. There are a lot of people affected.”<sup>103</sup>

198. Dr. Fine authored, edited, and appeared in many Defendant-funded CMEs, including *Path*

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<sup>101</sup> Fine, Perry, *Incomplete Financial Disclosures in a Letter on Reducing Opioid Abuse and Diversion*, 306(13) JAMA 1445 (Oct. 5, 2011), <https://jamanetwork.com/journals/jama/article-abstract/1709738>.

<sup>102</sup> *Id.*

<sup>103</sup> Weber, Tracy and Charles Ornstein, *Two Leaders in Pain Treatment Have Long Ties to Drug Industry*, PROPUBLICA (Dec. 23, 2011), <https://www.propublica.org/article/two-leaders-in-pain-treatment-have-long-ties-to-drug-industry>.

of the Patient, *Managing Chronic Pain in Younger Adults at Risk for Abuse*. *Path of the Patient* was targeted at primary care doctors and directed them to manage chronic pain with opioids. In fact, the presentation is devoted entirely to opioid prescribing and presents no other potential treatments for patients known to be at risk for abuse. *Path of the Patient* promotes opioid therapy as the only pain solution, even for common ailments like back pain.

199. From 2009 to 2016, Dr. Fine received several payments from Teva, J&J, Endo, and Depomed for consulting and speaking services, as well as meals and travel payments.<sup>104</sup> He authored and contributed to a number of medical journal publications that advocated more widespread use of opioids for the treatment of chronic, noncancer pain.<sup>105</sup> He also advocated for greater use of opioids in treating chronic pain in the elderly, concluding that “opioid analgesics can greatly improve the quality of life and functional capacities of older patients” and that opioids are “underused in this population.”<sup>106</sup>

### ***Dr. Scott Fishman***

200. KOL Dr. Scott Fishman served as president and chair of the board of directors of APF and president of AAPM. He authored Responsible Opioid Prescribing: A Physician’s Guide (2007), which was financed and distributed by Defendants. Dr. Fishman also served as a consultant for Teva, Endo, J&J, and Purdue, received research support from Teva, and received fees for teaching CME courses funded by

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<sup>104</sup> See *Open Payments Data*, CENTERS FOR MEDICARE & MEDICAID SERVICES, <https://openpaymentsdata.cms.gov/physician/672854/summary> (accessed Aug. 21, 2018); see also *Dollars for Docs*, PROPUBLICA, <https://projects.propublica.org/d4d-archive/search?utf8=%E2%9C%93&term=perry+fine&state%5Bid%5D=45&company%5Bid%5D=&period%5B%5D=&services%5B%5D=>.

<sup>105</sup> See, e.g., Fine, Perry, et al., *Long-Acting Opioids and Short-Acting Opioids: Appropriate Use in Chronic Pain Management*, 10(Supp. 2) PAIN MED. S79 (2009) (“In recent years, opioid therapy for the management of chronic noncancer pain has become more widely accepted following the publication of data demonstrating the efficacy of this class of drugs in a variety of pain conditions, including osteoarthritis, neuropathic pain, and low back pain. . . . [B]oth short-acting and long-acting opioids should be considered in the overall pharmacotherapeutic treatment of patients with chronic noncancer pain.”), [https://academic.oup.com/painmedicine/article/10/suppl\\_2/S79/1837727](https://academic.oup.com/painmedicine/article/10/suppl_2/S79/1837727).

<sup>106</sup> Perry G. Fine, *Opioid Analgesic Drugs in Older People*, 17(3) CLINICS GERIATRIC MED. 479 (2001), [https://www.geriatric.theclinics.com/article/S0749-0690\(05\)70081-1/fulltext](https://www.geriatric.theclinics.com/article/S0749-0690(05)70081-1/fulltext).

Teva.

201. Dr. Fishman authored and contributed to several medical journal publications that downplayed the risks of opioids. He argued that patient fears about the safety of opioids were often unjustified and interfered with patient care.<sup>107</sup>

202. Dr. Fishman collaborated with other KOLs, including Dr. Fine and Dr. Portenoy, on a number of pro-opioid “expert” panels. These physician panel groups often advocated against attempts by state and federal legislators to impose limits or other controls on opioid prescriptions. For example, in 2009, Dr. Fishman advocated against opioid prescribing guidelines proposed by the Washington State Agency Medical Directors Group that suggested doses above 120-mg oral morphine equivalents per day should rarely be given and only after pain management consultation.<sup>108</sup> In a medical journal article, Dr. Fishman calls the guideline “arbitrary” and states that limiting opioid dosages “could hurt patient care, particularly if this state guideline spurs a national trend.”<sup>109</sup>

203. In 2011, Dr. Fishman, Dr. Fine and other physicians with financial relationships with Defendants “convened to examine root causes and risk factors for opioid-related poisoning deaths.”<sup>110</sup> Conveniently, they concluded that opioid-related deaths were not caused by any misconduct on the part of Defendants but by “physician error,” patient error, unanticipated patient medical issues, and insurance

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<sup>107</sup> Fishman, Scott, *Opioid Side Effects, Addiction, and Anti-Inflammatory Medications*, 19(1) J. PAIN & PALLIATIVE CARE PHARMACOTHERAPY 51 (2005) (“Patients in pain often fear medications prescribed or recommend [sic] to them by their clinicians. Fear of side effects can contribute greatly to medication non-adherence (noncompliance). Patients often have fears that exceed the potential problems with which their medications are associated.”), [https://www.tandfonline.com/doi/pdf/10.1080/J354v19n01\\_09?redirect=1](https://www.tandfonline.com/doi/pdf/10.1080/J354v19n01_09?redirect=1).

<sup>108</sup> Fishman, Scott & Lynn R. Webster, *Unintended Harm from Opioid Prescribing Guidelines*, 10(2) PAIN MED. 285 (2009), <https://academic.oup.com/painmedicine/article/10/2/285/1832362>.

<sup>109</sup> *Id.*

<sup>110</sup> Webster, Lynn, et al., *An Analysis of the Root Causes for Opioid-Related Overdose Deaths in the United States*, 12(Supp. 2) PAIN MED. S26 (2011), [https://academic.oup.com/painmedicine/article/12/suppl\\_2/S26/1917917?searchresult=1](https://academic.oup.com/painmedicine/article/12/suppl_2/S26/1917917?searchresult=1).

policies that “mandate methadone as first-line therapy.”<sup>111</sup> It is important, Dr. Fishman and Fine argued, that efforts to reduce opioid-related deaths “should not reduce access to needed therapies.”<sup>112</sup>

204. By recruiting trusted physicians to be key opinion leaders, Defendants exploited the faith that society places in doctors to promote good medical care. KOLs were instrumental in Defendants’ efforts to frame opioids as safe for chronic use. KOLs helped produce new pro-opioid clinical practice guidelines and enlist accrediting organizations to endorse Defendants’ pro-opioid agenda.

#### **4. Defendants Funded and Controlled Industry “Front Groups” to Legitimize their False and Deceptive Messages.**

205. With substantial assets and a global network of corporate alliances, pharmaceutical companies coordinated their marketing efforts through “Front Groups” and aggressively lobbied against any legislation that might limit opioid prescribing.

206. Congressional inquiries, investigative reporting, and lawsuits around the country have exposed organizations like the Pain Care Forum (PCF), the American Pain Foundation (APF), the American Pain Society (APS) and the American Academy of Pain Medicine (AAPM) as “Front Groups” for the pharmaceutical industry.<sup>113</sup> These front organizations present themselves as legitimate scientific and patient advocacy organizations when in fact they promote false information and are paid for by Defendants to create a vast market for the use of opioids for chronic pain.

207. With funding and direction from drug makers, these groups organized physician conferences, CME seminars, and published patient guides that called pain “the fifth vital sign” and

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<sup>111</sup> *Id.*

<sup>112</sup> *Id.*

<sup>113</sup> See, e.g., Ornstein, Charles, et al., *American Pain Foundation Shuts Down as Senators Launch Investigation of Prescription Narcotics*, PROPUBLICA, May 8, 2012 <https://www.propublica.org/article/senate-panel-investigates-drug-company-ties-to-pain-groups>.

described the under-treatment of pain as an “epidemic.”<sup>114</sup> They worked to promote misleading information about the safety of prescription opioids through public relations efforts and grassroots campaigns, and were wildly successful in doing so.

208. Under Defendants’ direction and control, these “Front Groups” generated treatment guidelines, unbranded materials, and programs that favored chronic opioid therapy. They also assisted Defendants by responding to negative articles, by advocating against regulatory changes that would limit prescribing opioids in accordance with the scientific evidence, and by conducting outreach to vulnerable patient populations targeted by Defendants.

209. Front Groups depended on Defendants for funding. Defendants exercised control over programs and materials created by Front Groups by collaborating on, editing, and approving their content and by sponsoring their dissemination. In doing so, Defendants made sure these Front Groups would generate only the messages Defendants wanted to distribute. Even so, the Front Groups held themselves out to hospitals, medical professionals, and the public at large as independent, unbiased patient and physician advocates.

**Table 1. Senate Minority Report, Payments to Selected Industry Groups, 2012-2017.** <sup>115</sup>

	J&J	Depomed	Mylan
Academy of Integrative Pain Management	\$128,000	\$43,492	
American Academy of Pain Medicine	\$83,975	\$332,100	
AAPM Foundation		\$304,605	
American Chronic Pain Association	\$50,000	\$54,670	
American Pain Society	\$88,500	\$288,750	\$20,250
American Society of Pain Management Nursing	\$55,178	\$25,500	
The Center for Practical Bioethics	\$18,000		
U.S. Pain Foundation	\$41,500	\$22,000	
	<b>\$465,153</b>	<b>\$1,071,117</b>	<b>\$20,250</b>

<sup>114</sup> Catan, Thomas, et al., *A Pain-Drug Champion Has Second Thoughts*, WALL ST. J., Dec. 17, 2012 <https://www.wsj.com/articles/SB10001424127887324478304578173342657044604>.

<sup>115</sup> *Fueling an Epidemic, Exposing the Financial Ties Between Opioid Manufacturers and Third Party Advocacy Groups*, supra.



210. According to the Associated Press and the Center for Public Integrity, opioid manufacturers, including Defendants, spent more than \$880 million nationwide on lobbying and campaign contributions from 2006 through 2015—more than 200 times what those advocating for stricter opioid policies spent. Defendants utilized many of the same Front Groups, the most prominent of which are described below.

***American Pain Foundation (“APF”)***

211. The American Pain Foundation (APF) received more than \$10 million in funding from opioid manufacturers from 2007 until it closed its doors in May of 2012. Endo alone provided more than half of that funding.

212. In 2009 and 2010, more than 80 percent of APF’s operating budget came from pharmaceutical industry sources. By 2011, APF was entirely dependent on funds from Defendants, to avoid using its line of credit. As explained by Dr. Portenoy, one of APF’s board members, the lack of funding diversity was a major problem at APF.

213. APF issued education guides for patients, reporters, and policymakers that touted the benefits of opioids for chronic pain and trivialized their risks, particularly the risk of addiction. APF also engaged in a significant multimedia campaign—through radio, television, and the internet—to educate patients about their “right” to pain treatment, namely opioids.

214. In 2012, APF dissolved after Senate investigators began asking about the nonprofit receiving nearly 90 percent of its funding from pharmaceutical companies.<sup>116</sup>

215. All of APF’s programs and materials were available nationally and were, on information and belief, intended to reach physicians, patients, pharmacy benefits managers, distributors, pharmacies,

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<sup>116</sup> Ornstein, Charles, et al., *American Pain Foundation Shuts Down as Senators Launch Investigation of Prescription Narcotics*, PROPUBLICA, May 8, 2012 <https://www.propublica.org/article/senate-panel-investigates-drug-company-ties-to-pain-groups>.

and consumers in the County.

### ***American Academy of Pain Medicine (“AAPM”)***

216. The American Academy of Pain Medicine (AAPM), with the assistance, prompting, involvement, and funding of Defendants, sponsored the publication of opioid prescribing and pain treatment guidelines and continuing medical education programs. AAPM gave Defendants’ unbranded marketing messages legitimacy and credibility in the medical community.

217. From 2012 to 2017, AAPM received \$1.2 million in funding from opioid manufacturers, including Defendants. AAPM maintained a corporate relations council whose members were paid \$25,000 per year on top of other funding to participate. Membership in the corporate relations council allowed drug company executives and marketing staff to meet with AAPM executive committee members in small settings. Defendants, including Endo, Teva, Actavis, and Mallinckrodt, were members of the council and presented deceptive programs to doctors who attended AAPM’s annual meetings and events. The conferences sponsored by AAPM heavily emphasized sessions on opioids.

218. AAPM’s presidents have included top industry supported KOLs Drs. Lynn Webster, Scott Fishman, Perry Fine, and Russell Portenoy. Past AAPM president, Dr. Scott Fishman, stated that he would place the organization “at the forefront” of teaching that “the risks of addiction are ... small and can be managed.”<sup>117</sup> Past AAPM president, Dr. Perry Fine of Utah, has admitted to serving on the advisory board of Actavis and to serving as a paid consultant to J&J and Mylan.<sup>118</sup> Dr. Webster admits that he has served on an advisory board for Mallinckrodt.<sup>119</sup>

219. AAPM understood that it and its industry funders were engaged in a common task.

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<sup>117</sup> Interview by Paula Moyer with Scott M. Fishman, M.D., Professor of Anesthesiology and Pain Medicine, Chief of the Division of Pain Medicine, Univ. of Cal., Davis (2005) <http://www.mescape.org/viewarticle/500829>.

<sup>118</sup> Fine, Perry and Lynn Webster, *American Academy of Pain Medicine Response to PROP Petition to the FDA that Seeks to Limit Pain Medications for Legitimate Noncancer Pain Sufferers*, PAIN MED (2012).

<sup>119</sup> *Id.*

Defendants were able to influence AAPM through both their significant and regular funding and the leadership of pro-opioid KOLs within the organization. AAPM’s website quickly became a hub for pro-opioid articles and the latest in “Pain News.”

**Graphic 8. Pain News.**<sup>120</sup>

The image is a screenshot of the 'Pain News' website. It features a blue header with the text 'Pain News'. Below the header, there are four news articles, each with a date, source, title, and a short summary. The articles are: 1) 'Managing Your Pain: How to Use Prescription Drugs Without Becoming Addicted' from U.S. News & World Report (2009-10-26), about Michele Braa-Heidner; 2) 'Opioid Pain Medications Safe and Effective When Used Appropriately' from CNW Group (2009-12-07), about a study in the Canadian Medical Association Journal; 3) 'Painkiller crisis: Patients needlessly living and dying in pain' from Walletpop Blog (2009-12-05), about patients in hospices and nursing homes; 4) 'Chronic Pain Is Found to Increase the Risk of Falls in Older Adults' from Beth Israel Deaconess Medical Center (2009-11-24), about a study on falls in older adults.

**Pain News**

2009-10-26 | U.S. News & World Report  
**Managing Your Pain: How to Use Prescription Drugs Without Becoming Addicted**  
Michele Braa-Heidner, 47, started taking prescription painkillers in 1995, when she had her wisdom teeth removed. Soon after, she developed a painful spinal condition for which she needed several surgeries and more medications.

2009-12-07 | CNW Group  
**Opioid Pain Medications Safe and Effective When Used Appropriately**  
TORONTO, Dec. 7 /CNW/ - A study published in the current issue of the Canadian Medical Association Journal (CMAJ) by Dhalla et al. has reviewed opioid-related deaths in Ontario from 1991 to 2004.

2009-12-05 | Walletpop Blog  
**Painkiller crisis: Patients needlessly living and dying in pain**  
Patients in hospices and nursing homes are suffering needlessly because they cannot get pain medicines, medical care professionals say. The issue: A combination of regulatory changes, manufacturing snags and physicians' reluctance to prescribe the drugs in light of a growing number of abuses of opioid painkillers, such as oxycodone and hydrocodone.

2009-11-24 | Beth Israel Deaconess Medical Center  
**Chronic Pain Is Found to Increase the Risk of Falls in Older Adults**  
BOSTON Chronic pain is experienced by as many as two out of three older adults. Now, a new study finds that pain may be more hazardous than previously thought, contributing to an increased risk of falls in adults over age 70.

<sup>120</sup> *The Physician’s Voice in Pain Medicine*, THE AMERICAN ACADEMY OF PAIN MEDICINE, <https://web.archive.org/web/20100209004654/http://www.painmed.org:80/>.

2009-11-18 | PR Newswire  
**Breaking the News, or Fueling the Epidemic? News Coverage of Opioid-Related Deaths Often Precede an Increase in Deaths, Study Finds**  
BOSTON, Nov. 18 /PRNewswire-USNewswire/ – Increases in deaths from opioid drugs such as OxyContin may be linked to the volume of coverage such deaths receive in the news, according to a study from Children’s Hospital Boston and the University of North Carolina (UNC), Chapel Hill.

220. In 1997, AAPM and the American Pain Society (APS) jointly issued a consensus statement, *The Use of Opioids for the Treatment of Chronic Pain*, which endorsed opioids to treat chronic pain and claimed there was a low risk that patients would become addicted to opioids.<sup>121</sup> Dr. Portenoy was the sole consultant. The consensus statement remained on AAPM’s website until 2011 and was taken down from AAPM’s website only after a physician complained.

221. AAPM and APS issued their own guidelines in 2009 (“AAPM/APS Guidelines”) and continued to recommend using opioids to treat chronic pain. Fourteen of the twenty-one panel members who drafted the Guidelines (including KOLs Dr. Portenoy and Dr. Fine) received financial support from J&J and Endo. Despite limited or no supporting evidence, the AAPM/APS Guidelines promote opioids as “safe and effective” for treating chronic pain and conclude that the risk of addiction is manageable for patients regardless of past abuse histories.

222. The AAPM/APS Guidelines were a particularly effective channel of deception and influenced not only treating physicians, but also the body of scientific evidence on opioids. The AAPM/APS Guidelines have been cited hundreds of times in academic literature. The Guidelines were disseminated in and around Caldwell County during the relevant time period, are still available on-line, and were reprinted in the *Journal of Pain*.

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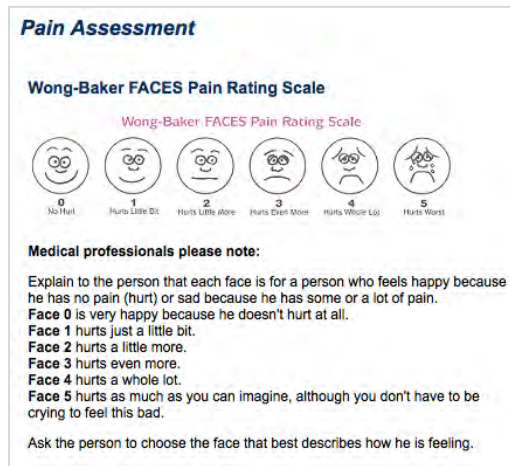
<sup>121</sup> *The Use of Opioids for the Treatment of Chronic Pain, A Consensus Statement from the American Academy of Pain Medicine and the American Pain Society*, 6(1) J. PAIN 77 (1997), [https://www.jpain.org/article/S1082-3174\(97\)80022-0/pdf](https://www.jpain.org/article/S1082-3174(97)80022-0/pdf).

## 5. Defendants Infiltrated Accrediting Institutions to Create a New Standard of Care for the Treatment of Pain and Prescribing of Opioid Drugs.

223. The laundry list of underhanded tactics utilized by industry Front Groups is extensive and continues to grow. Defendants utilized Front Groups and recruited physicians to promote widespread opioid use by changing opioid prescribing guidelines and how doctors treat pain. In doing so, Defendants successfully created a culture of eliminating pain at all costs.

224. In 2001, the Joint Commission, which accredits U.S. hospitals, issued new standards telling hospitals to regularly ask patients about pain and to make treating it a priority.<sup>122</sup> The Joint Commission's standards made hospitals responsible for pain control, and highlighted the need to conduct pain assessments and use quantitative measures of pain consistent with the Defendants' position. The now-familiar pain scale—promoted by Defendants—was introduced in many hospitals, with patients being asked to rate their pain from 1 to 10 and circle a smiling or frowning face.<sup>123</sup>

### Graphic 9. Pain Assessment Scale.<sup>124</sup>



<sup>122</sup> Baker, David W., *The Joint Commission's Pain Standards: Origins and Evolution*, THE JOINT COMMISSION (May 5, 2017), [https://www.jointcommission.org/assets/1/6/Pain\\_Std\\_History\\_Web\\_Version\\_05122017.pdf](https://www.jointcommission.org/assets/1/6/Pain_Std_History_Web_Version_05122017.pdf).

<sup>123</sup> *Pain Assessment*, PARTNERS AGAINST PAIN, <https://web.archive.org/web/20070107131655/http://www.partnersagainstpain.com:80/index-mp.aspx?sid=3&aid=7693>.

<sup>124</sup> *Id.*

225. Hospitals in Caldwell County were expected to incorporate and utilize these new standards and prioritize the treatment of pain. If hospitals failed to do so, they ran the risk of losing their Joint Commission accreditation.

226. In 2004, the Federation of State Medical Boards (FSMB) modified its opioid prescribing guidelines to make physicians who under-treat pain subject to disciplinary action by state medical boards—that policy was drafted by several members of the pharmaceutical industry.<sup>125</sup>

227. Additionally, Defendants undertook to assure prescribing physicians that they would not face criminal liability or administrative sanctioning for over-prescribing opioid medications.<sup>126</sup>

228. In 2005, AAPM, APS, and the American Society of Addiction Medicine (ASAM) created and officially adopted a consensus document, *Public Policy Statement on the Rights and Responsibilities of Health Care Professionals in the Use of Opioids for the Treatment of Pain*. The document was published by the FSMB and was authored and funded by pharmaceutical companies, including Endo and others, with proceeds going to the FSMB.<sup>127</sup>

229. Defendants continue to spend far more than any other industry to influence politicians. In 2016 alone, the pharmaceutical industry—which has about two lobbyists for every member of Congress—spent \$152 million on influencing legislation. The pharmaceutical industry also contributed more than \$20 million directly to political campaigns in 2016. Meanwhile, opioid sales reached \$9.6 billion in 2016.

230. Defendants employed and continue to employ unbranded marketing plans, strategies, and messages in and around Caldwell County, and have directed them at Caldwell County physicians and

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<sup>125</sup> Catan, *supra*.

<sup>126</sup> See, e.g., Goldenbaum, Donald M., et al., *Physicians Charged with Opioid Analgesic-Prescribing Offenses*, 9(6) PAIN MED. 737 (2008) (A physician panel, which included Dr. Fishman, issued a report concluding that “[c]riminal or administrative charges and sanctions for prescribing opioid analgesics are rare. In addition, there appears to be little objective basis for concern that pain specialists have been ‘singled out’ for prosecution or administrative sanctioning for such offenses.”), <https://academic.oup.com/painmedicine/article/9/6/737/1909323>.

<sup>127</sup> *Id.*

residents. These sustained and ongoing marketing efforts have naturally and predictably resulted in unnecessary and unwanted opioid addiction, abuse, diversion, and death in Caldwell County and surrounding communities. As a direct and foreseeable consequence of Defendants' conduct, Caldwell County has suffered tremendous injury and damages.

## **6. Defendants Targeted Vulnerable Patient Populations.**

231. As part of their deceptive marketing scheme, Defendants identified and targeted susceptible prescribers and vulnerable patient populations in the U.S. and in and around Caldwell County.

232. Defendants focused their deceptive marketing on primary care doctors, who were more likely to treat chronic pain patients and prescribe opioids but were less likely to be educated about treating pain and the risks and benefits of opioids.

233. Under the guise of addressing "legitimate cause of undertreated pain," Defendants tailored opioid marketing campaigns to affect children and the elderly. Defendants made significant efforts to promote more opioid prescribing for "untreated or undertreated pain in children, older patients, and in all other vulnerable patient populations."<sup>128</sup>

234. Defendants exploited the elderly population and offered opioids as the solution to myriad ailments associated with aging. For example, Defendants directed their false marketing messages to elderly patients through Arthritis Foundation literature, who published Defendants' *Guide to Pain Management* in 2003.<sup>129</sup> Existing scientific evidence shows that elderly patients taking opioids suffer from elevated fall and fracture risks, greater risk of hospitalization, and increased vulnerability to adverse drug effects and interactions.

235. Defendants' strategy of exploiting vulnerable patient populations for their own gain caused

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<sup>128</sup> Fishman, Scott M., *Responsible Opioid Prescribing, A Physician's Guide*, FSMB Foundation (2009), at 8.

<sup>129</sup> Bernstein, Susan, *The Arthritis Foundation's Guide to Pain Management*, Arthritis Foundation (2003).

considerable injury to Caldwell County.

**E. Defendants Misrepresented the Safety and Effectiveness of Opioid Drugs.**

**1. Defendants Repeatedly Misrepresented the Risks, Benefits and Superiority of Prescription Opioids for Chronic Pain.**

236. Defendants engaged in false and misleading conduct which grossly and intentionally misrepresented the risks, benefits, and superiority of opioids.

237. Defendants targeted the medical community and the public with false information and convinced them that opioids were non-addictive and safe for long-term use for the treatment of noncancer-related pain at high dosages.

238. Defendants successfully convinced doctors and patients that opioids are *not* addictive drugs, that opioids are *safe* for long-term use, and that the compassionate treatment of pain *requires* opioids.

239. In so doing, Defendants knowingly and purposefully made claims about the risks and benefits of long-term opioid use that were not supported by, or were contrary to, the scientific evidence.

240. Despite conflicting evidence generated by Defendants' own research studies, a growing body of scientific and medical literature, and findings from the FDA and the CDC, Defendants have not corrected their claims about opioids and continue to spread them today.

241. There is overwhelming evidence that non-opioid pain relievers are just as (if not more) effective than opioids for chronic noncancer pain. In March of 2018, the *Journal of the American Medical Association* (JAMA) published the results of its 12-month investigation into whether over-the-counter drugs like acetaminophen, ibuprofen and other nonsteroidal anti-inflammatory drugs (NSAIDs) are better



than opioids at treating chronic pain in the back, knees or hips.<sup>130</sup> According to the study, opioids are no better than NSAIDs in treating chronic noncancer pain and the results of the study “do not support initiation of opioid therapy for moderate to severe chronic back pain or hip or knee osteoarthritis pain.”<sup>131</sup> It is only recently that the public has become aware of what Defendants have known for decades: the extra risk of death and addiction that comes with opioids does not come with any extra benefit.

## **2. Defendants Downplayed and Trivialized the Risks of Long-Term Opioid Use.**

242. To convince doctors, insurance groups, the County, and its residents that opioids are safe, Defendants downplayed, obscured, or trivialized the risks of long-term opioid use, particularly the risk of addiction through a series of misrepresentations that Defendants knew to be untrue. These misrepresentations—which are described below—reinforced each other and created the dangerously misleading impression that:

- (a) Starting patients on opioids was low risk because most patients would not become addicted and because those who were at the greatest risk of addiction could be readily identified and managed;
- (b) Patients who displayed signs of addiction probably were not addicted and, in any event, could easily be weaned from the drugs;
- (c) Use of higher opioid doses, which many patients need to sustain pain relief as they develop tolerance to the drugs, do not pose special risks; and
- (d) Abuse-deterrent opioids both prevent overdose and are inherently less addictive.

243. Defendants have not only failed to correct these misrepresentations, but upon information and belief, continue to make them today, including to Caldwell County physicians and residents.

244. Defendants falsely claimed the risk of addiction was low and unlikely to develop when

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<sup>130</sup> Krebs, Erin, et al., *Effect of Opioid vs Nonopioid Medications on Pain-Related Function in Patients with Chronic Back Pain or Hip or Knee Osteoarthritis Pain*, 319(9) JAMA 872-882 (2018).

<sup>131</sup> *Id.*

opioids are prescribed, as opposed to obtained illicitly, and did not publicize the greater risk of addiction with prolonged use of opioids.

### ***Teva***

245. Teva sponsored a 2003 CME presentation titled *Pharmacologic Management of Breakthrough or Incident Pain* which aggressively presented the idea that pain was an undertreated condition and pushed back against the stigmatization of opioids also known as “opioidphobia.” Through this CME, Teva taught:

Chronic pain is often undertreated, particularly in the noncancer patient population . . . the continued stigmatization of opioids and their prescription, coupled with often unfounded and self-imposed physician fear of dealing with the highly regulated distribution system for opioid analgesics, remains a barrier to effective pain management and must be addressed. Clinicians intimately involved with the treatment of patients with chronic pain recognize that the majority of suffering patients lack interest in substance abuse. In fact, patient fears of developing substance abuse behaviors such as addiction often lead to undertreatment of pain. The concern about patients with chronic pain become addicted to opioids during long term opioid therapy may stem from confusion between physical dependence (tolerance) and psychological dependence (addiction) that manifests as drug abuse.<sup>132</sup>

246. Teva and others funded the American Pain Foundation’s publication *Treatment Options: A Guide for People Living with Pain* (2007), which explained that physical dependence on opioids is normal and cavalierly equated the physical dependence risk of opioids to caffeine.

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<sup>132</sup> Brennan, Michael J., et al., *Pharmacologic Management of Breakthrough or Incident Pain*, MEDSCAPE, <http://www.medscape.org/viewarticle/449803>.

**Graphic 10. Treatment Options: A Guide for People Living With Pain.**<sup>133</sup>

<p><b>Common drugs that can cause physical dependence</b></p> <ul style="list-style-type: none"><li>● Opioids</li><li>● Stimulants</li><li>● Sedatives</li><li>● Steroids</li><li>● Certain Antidepressants</li><li>● Certain Heart Medications</li><li>● Caffeine</li></ul>	<p><b>Tolerance, physical dependence and addiction</b></p> <p>You and your healthcare provider may worry about tolerance, physical dependence and addiction. It's sometimes easy to confuse the meaning of these words. Tolerance refers to the situation in which a drug becomes less effective over time. However, many persons with persistent pain don't develop tolerance and stay on the same dose of opioid for a long time. Many times when a person needs a larger dose of a drug, it's because their pain is worse or the problem causing their pain has changed.</p> <p>Physical dependence means that a person will develop symptoms and signs of withdrawal (e.g., sweating, rapid heart rate, nausea, diarrhea, goosebumps, anxiety) if the drug is suddenly stopped or the dose is lowered too quickly. <i>Physical dependence is normal</i>; any patient who is taking an opioid on a regular basis for a few days should be assumed to be physically dependent. This does <b>NOT</b> mean you are addicted. In fact, many non-addictive drugs can produce physical dependence. To prevent withdrawal from occurring, the dose of the medication must be decreased slowly.</p> <p>If you believe that you no longer need to take the opioid medication or want to reduce the dose, it is essential to speak to your provider. They will guide you on how to decrease your dose over time to prevent the experience of withdrawal.</p>
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247. *Treatment Options: A Guide for People Living with Pain* also instructed that addiction is limited to extreme cases of unauthorized dose escalations, obtaining duplicative opioid prescriptions from multiple sources, or theft.<sup>134</sup>

248. *Treatment Options: A Guide for People Living with Pain* romantically portrayed opioids as providing patients “a quality of life we deserve” and trivialized the risk of abuse by stating opioid agreements can “ensure that you take the opioid as prescribed.”

249. Moreover, while stating that the risk of NSAIDs abuse increases if “taken for more than a period of months,” this publication omitted the fact that the same is true of opioids. In addition, *Treatment*

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<sup>133</sup> *Treatment Options: A Guide for People Living with Pain*, 14 AMERICAN PAIN FOUNDATION (2007), <https://ce4less.com/Tests/Materials/E019Materials.pdf>.

<sup>134</sup> *Id.* at 15.

*Options: A Guide for People Living with Pain* incorrectly attributed between 10,000 to 20,000 deaths annually to NSAID overdose, when in reality the number is much lower.<sup>135</sup>

250. Teva also sponsored *Optimizing Opioid Treatment for Breakthrough Pain*, a CME written by KOL Dr. Lynn Webster, which falsely misrepresents the benefits of opioid therapy. In this CME Teva’s Actiq and Fentora—when taken in conjunction with a regular opioid therapy regime—were represented to improve patient’s quality of life by allowing them to participate in more activities like they did before the onset of their chronic pain.

251. Defendants repeatedly used such deceptive marketing messages to trivialize the risk posed by opioids. This was the first step in pushing back against “opioidphobia” and reshaping the culture around opioid use.

### ***Endo***

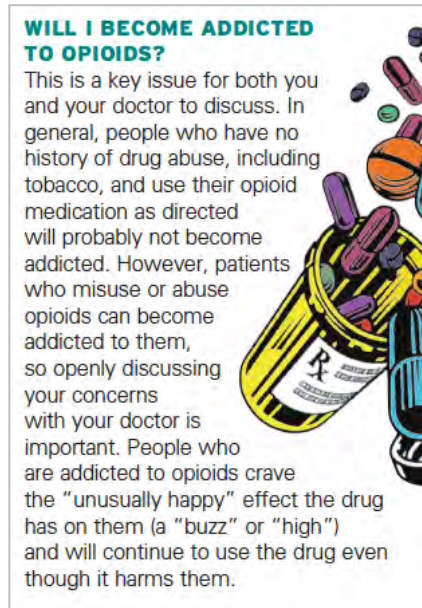
252. Endo likewise downplayed the risks presented by opioids in its marketing material. Endo’s former website [www.painknowledge.org](http://www.painknowledge.org) claimed that “[p]eople who have no history of drug abuse, including tobacco, and use their opioid medication as directed will probably not become addicted.”<sup>136</sup>

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<sup>135</sup> Tarone, Robert E., et al., *Nonselective Nonaspirin Nonsteroidal Anti-Inflammatory Drugs and Gastrointestinal Bleeding: Relative and Absolute Risk Estimates from Recent Epidemiologic Studies*, 11 Am. J. of Therapeutics 17-25 (2004), <https://www.ncbi.nlm.nih.gov/pubmed/14704592>.

<sup>136</sup> *Pain: Opioid Facts*, Patient Education Handout, PAINKNOWLEDGE.ORG (Jan. 12, 2012), [http://web.archive.org/web/20120112051109/http://www.painknowledge.org/patiented/pdf/Patient Education b380\\_b385 pf opiod.pdf](http://web.archive.org/web/20120112051109/http://www.painknowledge.org/patiented/pdf/Patient%20Education%20b380_b385%20pf%20opiod.pdf) (“In general, people who have no history of drug abuse, including tobacco, and use their opioid medication as directed will probably not become addicted.”).

**Graphic 11. Pain Patient Handouts and Patient Education.**<sup>137</sup>



253. Endo distributed a patient pamphlet, *Living with Someone with Chronic Pain*, which stated that “[m]ost health care providers who treat people with pain agree that most people do not develop an addiction problem.”<sup>138</sup> A similar statement appeared on the Endo website [www.opana.com](http://www.opana.com).<sup>139</sup>

254. To further its agenda, Endo continued its push to trivialize the known risks of long-term opioid abuse by sponsoring a 2007 article, the target audience being prescribing doctors and their staff. *Case Challenges in Pain Management: Opioid Therapy for Chronic Pain*,<sup>140</sup> published in Pain Medicine News, asserts:

Opioids represent a highly effective but controversial and often misunderstood class of analgesic medications for controlling both chronic and acute pain. The phenomenon of

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<sup>137</sup> *Id.*

<sup>138</sup> *Living with Someone with Chronic Pain: A Caregiver’s Guide*, ENDO PHARMACEUTICALS, INC. (Jan. 19, 2010), [http://web.archive.org/web/20100119231927/http://www.opana.com:80/pdf/caregiver\\_eng.pdf](http://web.archive.org/web/20100119231927/http://www.opana.com:80/pdf/caregiver_eng.pdf).

<sup>139</sup> *About Opioids*, OPANA® ER, ENDO PHARMACEUTICALS, INC. (Oct. 8, 2014) <http://web.archive.org/web/20141008052725/http://www.opana.com:80/patient/about-opioids/about-opioids.aspx>. (“Most doctors who treat patients with pain agree that patients treated with prolonged opioid medicines usually do not become addicted.”)

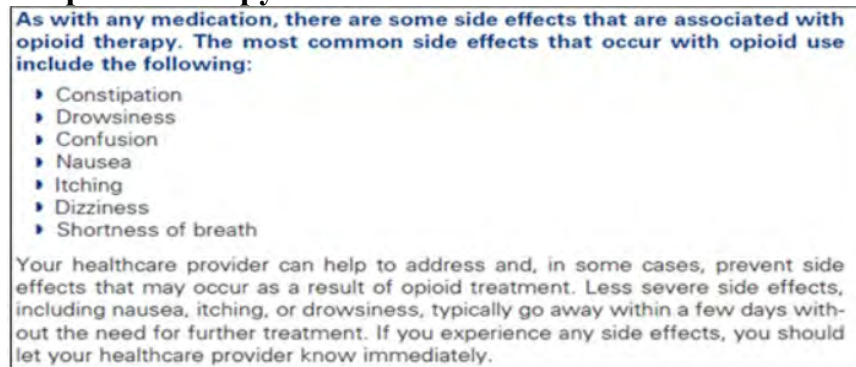
<sup>140</sup> Argoff, Charles E., *Case Challenges in Pain Management: Opioid Therapy for Chronic Pain*, Pain Med. News, [http://www.painmedicineneeds.com/download/BtoB\\_Opana\\_WM.pdf](http://www.painmedicineneeds.com/download/BtoB_Opana_WM.pdf).

tolerance to opioids – the gradual waning of relief at a given dose – and fears of abuse, diversion, and misuse of these medications by patients have led many clinicians to be wary of prescribing these drugs, and/or to restrict dosages to levels that may be insufficient to provide meaningful relief.<sup>141</sup>

255. To relieve doctors’ and physicians’ concerns with prescribing opioids, Endo attempted to inflate the risk of NSAIDs. *Case Challenges in Pain Management: Opioid Therapy for Chronic Pain* included an example where the patient was hospitalized for extreme upper gastrointestinal bleeding as a result of heavy NSAID use. However, the article omits details concerning the serious side effects associated with opioids. In this way, Endo falsely portrayed opioids as the lesser of two evils when compared to other drug alternatives.

256. In 2009, Endo targeted Caldwell County directly by funding *Pain: Opioid Therapy* and posting it to its affiliate website [www.painknowledge.org](http://www.painknowledge.org). Endo’s publication omitted addiction from the “common risks” of opioids, as shown below:

### Graphic 12. Pain: Opioid Therapy



257. Additionally, Endo, acting with other drug manufactures, sponsored a CME titled *Overview of Management Options* which taught that NSAIDs and other drugs were unsafe at high doses but misleadingly left opioids off this list. This CME was repeatedly published by the American Medical Association.<sup>142</sup>

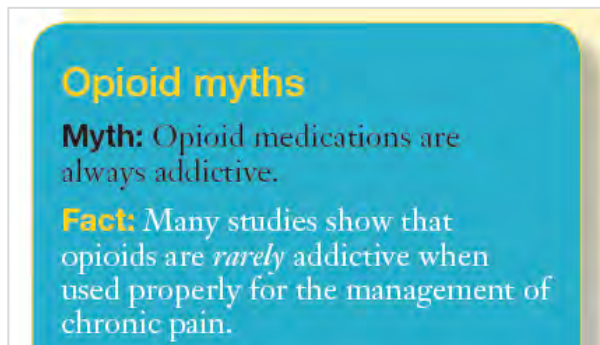
<sup>141</sup> *Id.*

<sup>142</sup> Reapproved and republished in (1) 2003, (2) 2007, (2) 2010, and (4) 2013.

## J&J

258. J&J sponsored a patient education guide called *Finding Relief: Pain Management for Older Adults* (2009).<sup>143</sup> The guide described opioid addiction as a “myth” and stated “[m]any studies show that opioids are rarely addictive, when used properly for the management of chronic pain.”<sup>144</sup>

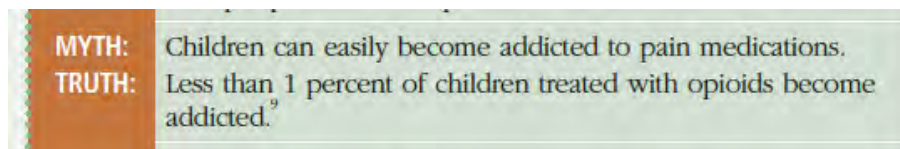
### Graphic 13. Finding Relief, Pain Management for Older Adults.<sup>145</sup>



259. J&J’s website [www.prescriberesponsibly.com](http://www.prescriberesponsibly.com) states that concerns about opioid addiction are “overestimated.”

260. Defendants funded and “made possible” APF’s *Policymaker’s Guide to Understanding Pain & Its Management*, which states that it is a “myth” that children can easily become addicted to pain medications and that “less than 1 percent of children treated with opioids become addicted.”<sup>146</sup>

### Graphic 14. Policymaker’s Guide to Understanding Pain & Its Management.<sup>147</sup>



<sup>143</sup> *Finding Relief: Pain Management for Older Adults*, PRICARA®, DIVISION OF ORTHO-McNEIL-JANSSEN PHARMACEUTICALS, INC. (2009), [http://web.archive.org/web/20091210233932/http://www.painmed.org:80/pdf/pain\\_mgmt\\_older.pdf](http://web.archive.org/web/20091210233932/http://www.painmed.org:80/pdf/pain_mgmt_older.pdf).

<sup>144</sup> *Id.* at p. 17.

<sup>145</sup> *Id.*

<sup>146</sup> *A Policymaker’s Guide to Understanding Pain & Its Management*, AM. PAIN FOUND. (Oct. 2011), <https://www.documentcloud.org/documents/277603-apf-policymakers-guide>.

<sup>147</sup> *Id.* at p. 40.

## ***Mallinckrodt***

261. Mallinckrodt promoted its branded opioids Exalgo® and Xartemis® XR in a campaign that frequently trivialized the risk of addiction. Mallinckrodt did so through its website and sales force, as well as through unbranded communications distributed through the “C.A.R.E.S. (Collaborating and Acting Responsibly to Ensure Safety) Alliance.”

262. Mallinckrodt published and promoted the book Defeat Chronic Pain Now! through the C.A.R.E.S. Alliance. The publication, which is marketed at [www.defeatchronicpainnow.com](http://www.defeatchronicpainnow.com), teaches patients that “[o]nly rarely does opioid medication cause a true addiction.”<sup>148</sup>

263. Furthermore, the publication takes the position that the issue of opioid tolerance is “overblown” and that “[o]nly a minority of chronic pain patients who are taking long-term opioids develop tolerance.”<sup>149</sup> Speaking to a patients concern regarding addiction, the publication teaches that “[i]t is very uncommon for a person with chronic pain to become ‘addicted’ to narcotics IF (1) he doesn’t have a prior history of any addiction and (2) he only takes the medication to treat pain.”<sup>150</sup>

## ***Actavis***

264. Actavis manufactures, markets, promotes, sells, and distributes the branded drugs Kadian® (morphine sulfate extended-release) and Norco® (hydrocodone bitartrate and acetaminophen).

265. Through its “Kadian Learning System” doctors could educate themselves further on Kadian’s customized pain control. Actavis claimed that while it is possible to become addicted to morphine-based drugs like Kadian it is “less likely” to happen in those who “have never had an addiction problem.” The material goes on to explain that a need for a “dose adjustment” is the result of tolerance

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<sup>148</sup> CHARLES E. ARGOFF & BRADLEY S. GALER, DEFEAT CHRONIC PAIN NOW! (2010).

<sup>149</sup> *Id.*

<sup>150</sup> *Id.*



and not addiction.

266. According to 2010 sales training documents, Actavis trained its sales force to instruct prescribers that “most chronic benign pain patients do have markedly improved ability to function when maintained on chronic opioid therapy.”

267. These documents also indicated that Actavis trained its sales force to push the idea that increasing and restoring function is an expected outcome of chronic Kadian therapy, including physical, social, vocational, and recreational functions.

268. All of the foregoing materials and messages were disseminated into Caldwell County or otherwise made available to residents and physicians, with the intent that such be relied upon as truthful statements.

269. Many of Defendants’ branded and unbranded materials instruct patients to discuss opioids with their prescribing physicians, but Defendants made it difficult, if not impossible, for prescribing physicians to get reliable, unbiased information about opioids.

270. On information and belief, in their communications and direct interactions with physicians in and around Caldwell County, sales representatives for Teva, J&J, Endo, AbbVie, Depomed, Actavis, Mallinckrodt, Mylan, and Mission Pharmacal minimized or misrepresented the risk of addiction, misrepresented the abuse potential of purportedly abuse-deterrent formulations, and routinely failed to correct their misrepresentations when new, conflicting information became available.

271. Defendants’ claims contradict scientific evidence. As noted in the 2016 CDC Guideline, there is “extensive evidence” of the “possible harms of opioids (including opioid use disorder).”<sup>151</sup>

272. According to the FDA, because of the risks associated with long-term opioid use, including

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<sup>151</sup> CDC Guidelines for Prescribing Opioids for Chronic Pain – United States 2016, Centers for Disease Control and Prevention (Mar. 18, 2016).

“the serious risk of addiction, abuse, misuse, overdose, and death,”<sup>152</sup> opioids should be “reserved for pain severe enough to require opioid treatment and for which alternative treatment options (e.g., non-opioid analgesics or opioid combination products, as appropriate) are inadequate or not tolerated.”<sup>153</sup> The FDA discussed the risks related to opioid use and stated that instant release (“IR”) opioids are associated with “persistent abuse, addiction, overdose mortality, and risk of NOWS [neonatal opioid withdrawal syndrome, now also referred to as NAS].”<sup>154</sup>

273. Defendants’ own drug labels caution that opioids “expose[] patients and other users to the risks of opioid addiction, abuse, and misuse, which can lead to overdose and death”<sup>155</sup> and that addiction “can occur in patients appropriately prescribed”<sup>156</sup> opioids. These notices are severely undermined and diminished by Defendants’ assurances that opioids are appropriate and safe for chronic use.

### **3. Defendants Promoted the Term “Pseudoaddiction” and Pushed Prescribers to Treat Addiction with More Opioids.**

274. Defendants falsely claimed that the signs of opioid addiction were actually signs of untreated pain, and they described this condition as “pseudoaddiction.” To keep doctors prescribing their products, Defendants told physicians to treat this “pseudoaddiction” with more opioids. Each Defendant perpetuated this fake affliction through a variety of means.

#### ***Teva***

275. Teva and Endo sponsored the Federation of State Medical Boards’ *Responsible Opioid*

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<sup>152</sup> *Id.*

<sup>153</sup> *Id.*

<sup>154</sup> FDA Announcement of Enhanced Warnings for Immediate-Release Opioid Pain Medications Related to Risks of Misuse, Abuse, Addiction, Overdose and Death, Federal Drug Administration (Mar. 22, 2016).

<sup>155</sup> *See, e.g.*, OxyContin label and insert at OxyContin.com.

<sup>156</sup> *Id.*

*Prescribing* (2007)<sup>157</sup> which attempted to educate doctors on the differences between genuinely addicted patients and patients with “pseudoaddiction.”

276. *Responsible Opioid Prescribing*, written by KOL Dr. Scott Fishman, misleadingly taught the following behaviors were a sign of “pseudoaddiction:”

- a. requesting drugs by name;
- b. exhibiting demanding or manipulative behavior when seeking drugs;
- c. seeing more than one doctor to obtain opioids; and
- d. hoarding opioids.

### ***Endo***

277. Endo’s 2009 National Initiative on Pain Control CME program, *Chronic Opioid Therapy: Understanding Risk While Maximizing Analgesia*, characterized a patient’s aberrant behavior as untreated pain.

278. Endo publicly promoted the concept of “pseudoaddiction” as part of its education for opioids. Endo’s website [www.painknowledge.org](http://www.painknowledge.org) defined “pseudoaddiction” in its “Pain Glossary.”

### **Graphic 15. Pain Glossary, “Pseudoaddiction.”**<sup>158</sup>

**Pseudoaddiction**  
Behaviors that appear to indicate addiction but actually reflect undertreated pain.

279. Internal sales documents reveal that Endo trained its sales force to promote the concept of “pseudoaddiction.” An Endo training module taught its reps that addiction and “pseudoaddiction” were commonly confused but that the “physician can differentiate addiction from pseudoaddiction by speaking to the patient about his/her pain and increasing the patient’s opioid dose to increase pain relief.”

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<sup>157</sup> The 2012 edition continues to teach that “pseudoaddiction” is real.

<sup>158</sup> *Glossary*, PAINKNOWLEDGE.ORG, [http://web.archive.org/web/20070204051754/http://www.painknowledge.org:80/painresources/pain\\_glossary.aspx#P](http://web.archive.org/web/20070204051754/http://www.painknowledge.org:80/painresources/pain_glossary.aspx#P).

280. In selecting which CME's to fund, Endo explained that the "differentiation among states of physical dependence, tolerance, pseudoaddiction, and addiction" were key factors in its consideration. Notably, Endo sponsored *Chronic Opioid Therapy: Understanding Risk While Maximizing Analgesia*, a 2009 National Initiative on Pain Control ("NIPC") CME program, which discussed the topic of "pseudoaddiction."

281. Endo only agreed to stop promoting "pseudoaddiction" after the New York Attorney General found that "the pseudoaddiction concept has never been empirically validated and in fact has been abandoned" and acknowledged that "Endo's Vice President for Pharmacovigilance and Risk Management testified to [the New York Attorney General] that he was not aware of any research validating the 'pseudoaddiction' concept."<sup>159</sup>

## **J&J**

282. J&J also ran a website, [www.Prescriberresponsibly.com](http://www.Prescriberresponsibly.com), which claimed that concerns about opioid addiction are "overestimated," and described "pseudoaddiction" as "a syndrome that causes patients to seek additional medications due to inadequate pharmacotherapy being prescribed" and advised that "[t]ypically, when the pain is treated appropriately the inappropriate behavior ceases."<sup>160</sup>

283. In addition, J&J sponsored, funded, and provided content for its *Let's Talk Pain* website, which stated in part: "Pseudoaddiction . . . refers to patient behaviors that may occur when pain is under-treated . . . Pseudoaddiction is different from true addiction because such behaviors can be resolved with effective pain management."

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<sup>159</sup> Attorney General of the State of New York, *In the Matter of Endo Health Solutions Inc. & Endo Pharmaceuticals Inc.*, Assurance No.:15-228, Assurance of Discontinuance Under Executive Law Section 63. Subdivision 15 at 7.

<sup>160</sup> Howard Heit, MD, FACP, FASAM, & Douglas Gourlay, MD, MSc, FRCPC, FASAM, *What a Prescriber Should Know Before Writing the First Prescription*, Prescribe Responsibly, <http://www.prescriberresponsibly.com/articles/before-prescribing-opioids>.

## Graphic 16. Let's Talk Pain, "Pseudoaddiction."<sup>161</sup>

A related term is *pseudoaddiction*, which refers to patient behaviors that may occur when pain is under-treated. This includes an increased focus on obtaining medications ("drug seeking" or "clock watching") and even illicit drug use or deception. Pseudoaddiction is different from true addiction because such behaviors can be resolved with effective pain management.

284. *Let's Talk Pain* also pushed the concept of "pseudoaddiction" by framing patient behavior such as "drug seeking," "clock watching," and "even illicit drug use or deception" as signs of undertreated pain" which, again, could be treated with "effective pain management." Clearly these informational websites were simply fronts to promote J&J's misleading marketing.

### ***Mallinckrodt***

285. Mallinckrodt's Defeat Chronic Pain Now! promotes the notion that "pseudoaddiction" is caused by a patient's doctor not appropriately prescribing the opioid medication and that "[p]seudoaddiction happens when a patient's opioid medication is not being prescribed in doses strong enough to provide good pain relief, or if the drug is not being prescribed often enough throughout the day. . . . When a pseudoaddicted patient is prescribed the proper amount of opioid medication, he or she doesn't take any extra pills because his or her pain is relieved."<sup>162</sup>

286. Mallinckrodt also provided funding for the website [www.pain-topics.org](http://www.pain-topics.org), which provided the public with misleading information including the concept of "pseudoaddiction." The website states patients who have undertreated pain become "very focused on obtaining opioid medications and may be erroneously perceived as 'drug seeking'" and prompts physicians to "keep in mind" that when it comes to opioid patients, signs of potential misuse "may represent pseudoaddiction" rather than signaling "actual" addiction.

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<sup>161</sup> *Understanding Tolerance, Physical Dependence and Addiction*, LET'S TALK PAIN, [http://web.archive.org/web/20090124091630/http://letstalkpain.org:80/real\\_story/addictions.html](http://web.archive.org/web/20090124091630/http://letstalkpain.org:80/real_story/addictions.html).

<sup>162</sup> CHARLES E. ARGOFF & BRADLEY S. GALER, DEFEAT CHRONIC PAIN NOW! (2010).

287. These publications by Mallinckrodt and its affiliates promoted the concept of “pseudoaddiction” to persuade doctors to prescribe even more opioids and to cast doubt on the signs a doctor will commonly look for in patients suffering from addiction.

### ***Actavis***

288. Actavis likewise engaged in promotion of “pseudoaddiction” in order to further its sales.

289. A strategy and pattern of deceptive marketing is evident in Actavis’s internal training materials. A sales education module titled *Kadian Learning System* trained Actavis sales representatives on marketing messages. These messages include deceptive claims regarding “pseudoaddiction,” opioid patients’ improved functioning, the low risk of addiction, and opioid withdrawal. The marketing messages all trivialized or downplayed the risks of opioids.

290. Actavis sales force training documents instructed sales reps on how to teach physicians that certain abnormal behaviors—such as self-escalating doses—were not signs of addiction but rather of “pseudoaddiction.” In the case of an opioid patient, such behavior was likely a sign of undertreated pain requiring more opioids.

## **4. Defendants Misrepresented the Safety of Using Opioids to Treat Patients Predisposed to Addiction.**

291. Defendants falsely instructed prescribing doctors and patients that addiction risk screening tools, patient contracts, urine drug screens, and similar strategies allow them to reliably identify and safely prescribe opioids to patients predisposed to addiction. These misrepresentations were especially insidious because Defendants aimed them at general practitioners and family doctors who lack the time and expertise to closely manage higher-risk patients. Defendants’ misrepresentations made these doctors feel more comfortable prescribing opioids to their patients and patients more comfortable starting opioid therapy for chronic pain, even if the patient had a history of opioid abuse.

292. Defendants continue to represent in scientific conferences that “bad apple patients” and not

opioids are the source of the addiction crisis and that once those “bad apples” are identified, doctors can safely prescribe opioids without causing addiction. Patient risk and pain assessment tools, questionnaires, and other screening methods were positioned by Defendants as effective means of rooting out “bad apples.”

293. There is no scientific basis for Defendants’ assertions. In fact, the 2016 CDC Guideline notes that there are no studies assessing the effectiveness of risk mitigation strategies—such as screening tools, patient contracts, urine drug testing, or pill counts—widely believed by doctors to detect and deter outcomes related to addiction and overdose.<sup>163</sup>

294. To this end, Teva sponsored the American Pain Foundation’s *Treatment Options: A Guide for Living with Pain*, which misleadingly informed patients and providers that addiction is rare and limited to extreme cases of unauthorized dose escalations or obtaining opioids from multiple sources.

295. Similarly J&J’s unbranded website, [www.PrescribeResponsibly.com](http://www.PrescribeResponsibly.com), addresses public concerns about opioid addiction by claiming they are “overestimated” and that “true addiction only occurs in a small percentage of patients.”<sup>164</sup>

296. In addition, Endo paid for a Journal of Family Practice supplement in 2007 titled *Pain Management Dilemmas in Primary Care: Use of Opioids*. This publication suggested that high risk patients could safely receive chronic opioid therapy by using a “maximally structured approach” which called for toxicology screening and routine pill counting. The supplement also advocated for the use of screening tools like the Opioid Risk Tool (ORT), created by KOL Dr. Webster and J&J, or the Screener and Opioid Assessment for Patients with Pain to reassure doctors that it was okay to prescribe a highly addictive drug to a patient with a high risk of drug addiction.

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<sup>163</sup> CDC Guidelines for Prescribing Opioids for Chronic Pain, *supra*.

<sup>164</sup> Keith Candiotti, M.D., *Use of Opioid Analgesics in Pain Management*, Prescribe Responsibly, <http://www.prescriberesponsibly.com/articles/opioid-pain-management>.

## 5. Defendants Misrepresented that Opioid Addiction is Easily Avoided and Treated.

297. Defendants assured physicians that the risk of starting patients on opioids was minimal by claiming that opioid dependence was not common and usually did not occur under proper physician supervision via regular visits. Defendants went further by reassuring the physicians that, in the rare instances where dependence did occur, it could be resolved easily by adjusting the dosage or tapering. Thus, Defendants affirmatively represented that opioid withdrawal was not a problem, while concealing the increased difficulty of stopping opioids after long-term use.

### *Endo*

298. Endo endlessly echoed a similar deceptive message. Endo's CME *Persistent Pain in the Older Patient* claimed that withdrawal symptoms can be avoided simply by tapering a patient's opioid dose by 10 to 20 percent for 10 days. This claim is simply untrue. Most patients experiencing a reduction in their opioid medication start to experience withdrawal as early as 12 hours. This is a physiological response to the reduction. Early physical symptoms include: muscle aches, anxiety, restlessness, and excessive sweating. Later symptoms include: diarrhea, cramping, nausea, blurry vision, high blood pressure and rapid heartbeat.

299. Endo distributed an education pamphlet titled *Living with Someone with Chronic Pain*, which inaccurately minimized the risk of addiction; stating "[m]ost health care providers who treat people with pain agree that most people do not develop an addiction problem."

300. In another patient education pamphlet, titled "*Understanding Your Pain: Taking Oral Opioid Analgesics*" and edited by KOL Dr. Russell Portenoy, Endo attempts to frame addiction as a rare "chronic brain disease" and attempts to normalize addictive behavior such as persistence in obtaining opioids. In addition, the pamphlet attempts to minimize the risk of addiction by reassuring patients that "taking opioids as prescribed for pain relief is not addiction" and explaining that "[a]ddicts take opioids



for other reasons, such as unbearable emotional problems.”<sup>165</sup>

301. In addition to this educational pamphlet, Endo’s website for Opana, [www.opana.com](http://www.opana.com), stated until April 2012 that “[m]ost healthcare providers who treat patients with pain agree that patients treated with prolonged opioid medicines usually do not become addicted.”

302. Another Endo website, [www.PainAction.com](http://www.PainAction.com), stated: “Did you know? Most chronic pain patients do not become addicted to the opioid medications that are prescribed for them.” Furthermore, an Endo-sponsored NIPC brochure available on [www.painknowledge.org](http://www.painknowledge.org) titled “*Pain: Opioid Facts*,” stated “people who have no history of drug abuse, including tobacco, and use their opioid medication as directed will probably not become addicted.”

303. One of the Front Groups with which Endo worked most closely was the American Pain Foundation (“APF”). APF conveyed through its National Initiative on Pain Control and its website [www.painknowledge.org](http://www.painknowledge.org), that “[p]eople who take opioids as prescribed usually do not become addicted.”

### ***J&J, Mallinckrodt, & Actavis***

304. J&J, Mallinckrodt, & Actavis similarly engaged in false misrepresentations that opioid addiction is easily avoided or treated.

305. Through its website, [www.PrescribeResponsibly.com](http://www.PrescribeResponsibly.com), J&J misleadingly states the risk of opioid addiction “can usually be managed” through a “four question screener” made available on the website. The website also suggests addiction can be easily avoided by the doctor and patient entering into an “opioid agreement” and directly provides screening tools for prescribers to use in patient risk assessments.<sup>166</sup>

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<sup>165</sup> Margo McCaffery, RN MS, FAAN and Chris Pasero, RN, MS FAAN, *Understanding Your Pain, Taking Oral Opioid Analgesics*, available at [http://www.thblack.com/links/rsd/understand\\_pain\\_opioid\\_analgesics.pdf](http://www.thblack.com/links/rsd/understand_pain_opioid_analgesics.pdf).

<sup>166</sup> *Risk Assessment Resources*, J&J, <http://www.prescriberesponsibly.com/risk-assessment-resources>.

306. In the 2010 book Defeat Chronic Pain Now!, Mallinckrodt represented that opioid tolerance is “easily remedied,” and that “[a]ll patients can be safely taken off opioid medication if the dose is slowly tapered down by their doctor.”<sup>167</sup>

307. Actavis distributed patient brochures in 2007 claiming addiction is possible but is “less likely if you have never had an addiction problem before.” The suggestion made by this brochure is that the risk of addiction is so minimal it should not be a cause for concern.

308. In an unbranded patient pamphlet, Actavis attempted to allay patients’ fears of opioid use and risk of addiction by suggesting an opioid prescription is standard procedure for pain lasting more than a few days. In other words, Actavis was priming the public to expect and accept an opioid prescription even when other less addictive medication was available.

309. In the unbranded patient pamphlet, Actavis trivializes concerns of addiction by claiming people only get “hooked” when they have had problems with drug addiction in the past and thus it is unlikely a patient without such a history would become addicted by chronic opioid therapy. Actavis attempts to hedge its claim by reframing what it means to be addicted. In an attempt to normalize addictive behavior, Actavis explained that a patient’s body will become tolerant, but this is normal and simply requires a periodic dose adjustment.<sup>168</sup>

310. Defendants deceptively minimized the significant symptoms of opioid withdrawal and grossly understated the difficulty of tapering, particularly after long-term opioid use.

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<sup>167</sup> CHARLES E. ARGOFF & BRADLEY S. GALER, *DEFEAT CHRONIC PAIN NOW!* (2010).

<sup>168</sup> Actavis, *What You Need To Know About Managing Chronic Back Pain*, KADIAN, <http://web.archive.org/web/20060512105218/http://www.kadian.com/pages/getfile.aspx?id=8AF9A8CE-75B8-4FFF-A9FE-F0E7F526556A>.

**6. Defendants Misrepresented that Physicians and Patients Could Increase Opioid Dosages Indefinitely Without Added Risk.**

311. With patients quickly building tolerances for opioids, lower doses of opioids failed to provide relief. In those cases, the prescribing doctors would traditionally have abandoned opioids as treatment but for Defendants' claims that opioid dosages could be indefinitely increased without added risk. For example:

***Teva***

312. Teva's *Treatment Options: A Guide for People Living with Pain*, reviewed by Dr. Fishman and Dr. Portenoy, claimed that some patients need a larger dose of opioids, regardless of the dose currently prescribed and that opioids have "no ceiling dose."<sup>169</sup>

313. The *Treatment Options: A Guide for People Living with Pain* claims that some patients "need" a larger dose of an opioid regardless of the dose currently prescribed. The guide stated that opioids have "no ceiling dose" and are therefore the most appropriate treatment for severe pain. This guide is still available for sale on-line.

314. The American Pain Foundation, which is closely associated with Teva, produced *A Policymaker's Guide to Understanding Pain & Its Management*, which taught that dosage escalations are "sometimes necessary," but did not disclose the risks from high opioid dosages.

***Endo***

315. Endo instructed physicians and patients that "when patients become tolerant to a medication, it means that they need increasing amounts of the medication to give the same effect that

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<sup>169</sup> *Treatment Options: A Guide for People Living with Pain*, 12 AM. PAIN FOUND. (2007), <https://ce4less.com/Tests/Materials/E019Materials.pdf>.

occurred when they first started taking it” and that “once you are on the right dose of medication for your pain, tolerance usually does not occur.”<sup>170</sup>

316. To further this message, Endo sponsored a website, [www.painknowledge.org](http://www.painknowledge.org), which claimed opioids may be increased until “you are on the right dose of medication for your pain.”

317. In addition, Endo’s pamphlet *Understanding Your Pain: Taking Oral Opioid Analgesics*, edited by KOL Dr. Portenoy, includes the following:

Q: If I take the opioid now, will it work later when I really need it?

A: Some patients with chronic pain worry about this, but it is not a problem. The dose can be increased . . . . You won’t “run out” of pain relief.<sup>171</sup>

## **J&J**

318. In 2009, J&J provided funding for *Finding Relief: Pain Management for Older Adults*. This publication listed dose limitations as “disadvantages” of other pain medicines but omitted any discussion of risks from increased doses of opioids.

319. In addition, *Finding Relief* described the advantages and disadvantages of NSAIDs on one page, and the “myths/facts” of opioids on the immediately opposite page, therefore simulating a “side by side” comparison. However, this presentation was misleading. The disadvantages of NSAIDs are described as involving “bleeding,” “kidney or liver damage if taken at high doses or for a long time,” “adverse reactions in people with asthma,” and “can increase the risk of heart attack and stroke.” The only adverse effects of opioids listed are “upset stomach or sleepiness,” which the brochure claims will go away.

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<sup>170</sup> *Pain: Opioid Therapy, Patient Education Handout*, PAINKNOWLEDGE.ORG (May 13, 2013), [http://web.archive.org/web/20101007083722/http://painknowledge.org/patiented/pdf/B697\\_%20Patient%20Handout\\_FINAL.pdf](http://web.archive.org/web/20101007083722/http://painknowledge.org/patiented/pdf/B697_%20Patient%20Handout_FINAL.pdf); see also *Persistent Pain in Older People*, PAINKNOWLEDGE.ORG (Oct. 7, 2010).

<sup>171</sup> ENDO PHARMACEUTICALS, UNDERSTANDING YOUR PAIN: TAKING ORAL OPIOID ANALGESICS, (Russell K. Portenoy ed. 2004), <https://www.yumpu.com/en/document/view/35479278/understanding-your-pain-taking-oral-opioid-analgesics>.

320. Clearly, there was an intent to emphasize the risks of nonopioid medication options while at the same time minimizing the similarly severe risks from chronic opioid use.

### ***Mallinckrodt***

321. Mallinckrodt's book Defeat Chronic Pain Now! informs potential opioid users about the risk of "[p]seudoaddiction [b]ecause of a [l]ow [d]ose" and advises that the condition may be remedied by a higher dose, which should be "gradually increased to find the best daily dose, as is done with all the other oral drugs."<sup>172</sup> The publication discusses the risks of NSAIDs and other drugs at higher doses, but does not explain this risk for opioids.

### ***Actavis***

322. Actavis's patient brochure for Kadian stated: "You can become addicted to morphine-based drugs. But it's less likely if you've never had an addiction problem. Over time, your body may get used to your current dose. You may require a dose adjustment to get the right amount of pain relief. This is not addiction. It is just your body getting used to the drug."<sup>173</sup>

323. In fact, in Kadian's factual packet, Actavis claims that "[f]ull agonists have no ceiling on their analgesia. Analgesia increases as the dose is raised, until adequate pain control is achieved, or dose limiting adverse effects occur." In other words, Kadian can be increased indefinitely until the side effects become so intolerable the patient cannot handle a higher dose.

324. Actavis trained its sales force to promote the idea that "individualization" of opioid therapy for each pain patient depended on increasing doses "until [the] patient reports adequate analgesia" and to "set dose levels on [the] basis of patient[']s need not on [a] predetermined maximal dose."

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<sup>172</sup> CHARLES E. ARGOFF & BRADLEY S. GALER, *DEFEAT CHRONIC PAIN NOW!* (2010).

<sup>173</sup> *What is KADIAN? Patient and Caregivers*, ALPHARMA BRANDED PRODUCTS DIVISION, INC. (May 15, 2006) <http://web.archive.org/web/20060515091348/http://www.kadian.com:80/pages/getpage.aspx?id=67D849A5-368C-4566-A785-942010A46963>.

325. As part of its strategy, Actavis justified its aggressive marketing to its sales reps by reassuring them that a physician’s hesitation to indefinitely increasing doses was simply an issue of “comfort level” which should be overcome by the sales representative or used as a tool by the representative to induce the physician to switch to Kadian as a safer opioid alternative.

326. Internal training documents indicate Actavis instructed its sales force to promote Kadian’s ability to escalate doses during long term opioid therapy, without hitting a dose ceiling, made them safer than acetaminophen or NSAIDs, which have a defined maximum dose.

327. Furthermore, Actavis instructed its sales force that opioid “doses are titrated to pain relief, and so no ceiling dose can be given as to the recommended maximal dose.” However, Actavis failed to explain the greater risks associated with opioids at higher doses.

328. These claims conflict with the scientific evidence and Defendants’ own research and knowledge. The benefits of high-dose opioids for chronic pain have never been established. However, the risks of serious harms related to opioid therapy are clear, and those harms increase at higher opioid dosages.

329. The CDC explains that “overdose risk is increased at higher opioid dosages.”<sup>174</sup> Similarly, there is an “increased risk for opioid use disorder, respiratory depression, and death at higher doses.”<sup>175</sup>

## **7. Defendants Misrepresented the Effectiveness of Abuse-Deterrent Properties of Opioid Products.**

330. Defendants deceptively marketed the so-called “abuse-deterrent” properties of some of their opioids and created the false impression that these opioids could curb addiction and abuse. Defendants seized upon the business opportunity presented by the rapidly growing number of overdose

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<sup>174</sup> Howell, Deborah, et al., *CDC Guideline for Prescribing Opioids for Chronic Pain—United States, 2016*, 65(1) MMWR RECOMM. REP. 1-49 (2016), <https://www.cdc.gov/mmwr/volumes/65/rr/rr6501e1.htm>.

<sup>175</sup> *Id.*

deaths each year by marketing a new generation of so-called “tamper-resistant” and “abuse-deterrent” opioid pills. These reformulated opioid pills were purportedly more difficult to crush and therefore less likely to be abused by injecting or snorting. Defendants hold multiple patents on these reformulated drugs, shielding them from competition for years—in some cases decades.<sup>176</sup>

331. Despite reformulation, next generation opioid pills are just as addictive and there is little—if *any*—proof they reduce rates of overdoses or deaths.<sup>177</sup> That has not stopped pharmaceutical companies and their sales representatives from promoting their reformulated opioid products as less addictive. Alarming, 2016 survey results published in the *Clinical Journal of Pain* showed nearly half of U.S. physicians incorrectly believed that reformulated opioids are less addictive than their predecessors.<sup>178</sup>

### ***Endo***

332. Endo’s advertisements for the 2012 reformulation of Opana ER claimed that it was safer, designed to be crush-resistant and more difficult to abuse. This claim was false.

333. In fact, Endo conducted their own studies which showed that Opana ER was not crush-resistant or more difficult to abuse—the reformulated drug could still be ground and chewed. Further, Endo’s study determined that its reformulated opioid had a higher rate of abuse via intravenous injection than the old formulation—64 percent of abusers of Opana ER abused the drug by injection, compared with 36 percent for the old formulation.<sup>179</sup> Not only was Opana ER just as if not more dangerous and addictive than the original formulation, its introduction to the public directly resulted in increased cases

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<sup>176</sup> Perrone, Matthew, *Drugmakers Push Profitable, but Unproven, Opioid Solution*, CTR. FOR PUB. INTEGRITY, Dec. 15, 2016 <https://www.publicintegrity.org/2016/12/15/20544/drugmakers-push-profitable-unproven-opioid-solution>.

<sup>177</sup> Hwang, Catherine, et al., *Primary Care Physicians’ Knowledge and Attitudes Regarding Prescription Opioid Abuse and Diversion*, 32(4) CLIN. J. OF PAIN 279-284 (2016).

<sup>178</sup> *Id.*

<sup>179</sup> Cassidy, Theresa, et al., *The Changing Abuse Ecology: Implications for Evaluating the Abuse Pattern of Extended-Release Oxycodone and Abuse-Deterrent Opioid Formulations* (2014), [https://www.inflexxion.com/wp-content/uploads/2017/11/PainWeek\\_2014\\_AbuseEcology\\_FINAL.pdf](https://www.inflexxion.com/wp-content/uploads/2017/11/PainWeek_2014_AbuseEcology_FINAL.pdf) (last accessed Oct. 30, 2019).

of needle-borne diseases, like HIV and Hepatitis C. Endo intentionally concealed the findings of its study from the public and from the medical community.

334. According to Endo’s internal documents, Endo’s promotional materials tripled a prescriber’s ability to recall key sales messages and doubled a prescriber’s willingness to prescribe Opana ER. Endo determined that up to 10 percent of physicians were able to recall, without assistance, the concept that Opana ER had “minimal/less abuse/misuse” potential than other drugs. Endo continued to provide prescribing physicians with false and misleading information because it benefited from these deceptive statements.

335. As Endo intended, U.S. prescribers regarded Opana ER as having “low abuse potential.” This false marketing message was cited by 15 percent of doctors as a benefit of Opana ER.

336. In 2013, the FDA announced that there is no evidence to support Endo’s claim that Opana ER reduces or deters abuse.<sup>180</sup>

337. The State of New York found Endo’s statements false and deceptive because there was no difference in the ability to extract the narcotic from Opana ER. Ultimately, Endo agreed to a 2016 settlement with the State of New York to no longer make statements that Opana ER was designed to be or is crush resistant.

### ***Mallinckrodt***

338. Mallinckrodt promoted Exalgo and Xartemis XR as formulated to reduce abuse. Mallinckrodt’s marketing information claimed the physical characteristics of Exalgo make it difficult to extract the active ingredient using common forms of physical and chemical tampering, including chewing, crushing, and dissolving the drug in water.

339. There is no scientific study or any other evidence to support Mallinckrodt’s repeated

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<sup>180</sup> See FDA Statement: Original Opana ER Relisting Determination (May 10, 2013).



representations that Exalgo and Xartemis XR possess any abuse-deterrent properties.

### ***Actavis***

340. Actavis trained its sales force to promote long-acting opioids, like Kadian, as less likely to produce addiction than other short acting opioids. Actavis instructed its sales representatives to tell prescribers that Kadian's extended release formula was less likely to be abused as a recreational drug because it did not produce an initial euphoric rush and could not be dissolved in water.

341. There is no evidence that long-acting opioids are less addictive or can be taken long term without any risk of addiction.

## **8. Defendants Misrepresented the Benefits of Chronic Opioid Therapy.**

342. Defendants misrepresented the benefits of pain relief provided by long-term prescription opioid use by falsely stating that:

- (a) Long-term opioid use would result in pain reduction and an increased quality of life for patients;
- (b) The use of their products for chronic pain would allow patients to perform demanding tasks like construction work;
- (c) Opioids make it easier for people to live normally and improve quality of life;
- (d) Chronic opioid therapy has been shown to reduce pain and improve depressive symptoms and cognitive functioning; and
- (e) Multiple clinical studies have shown that opioids are effective in improving daily function, psychological health, and health related quality of life for chronic pain patients.

343. As intended by Defendants, hospitals and medical professionals in the U.S. and in Caldwell County were steered toward the over-treatment of acute and chronic pain with opioids by Defendants' misrepresentations. As a result, long-term opioid prescriptions flourished nationwide and in the County. The unchecked escalation of prescription opioid use resulted in abuse, addiction, overdose, injury and

death.

344. But for Defendants' misleading and false information, such abuse, addiction, overdose, injury, death, and their attendant costs would not have occurred.

345. Defendants had to persuade doctors that there was a significant benefit to long-term opioid use in order to convince doctors and patients that opioids should be used to treat chronic pain. However, there is not—nor has there ever been—evidence of long-term benefits of opioid therapy for chronic pain.

346. In 2013, the FDA stated that it was unaware of any studies demonstrating the safety and efficacy of opioids for long-term use.<sup>181</sup> Despite the lack of studies, Defendants falsely and misleadingly touted the benefits of long-term use and repeatedly affirmed that these benefits were supported by scientific evidence. Not only have Defendants failed to correct these false and deceptive claims, they continue to make them today. For example:

### ***Teva***

347. Teva's *Treatment Options: A Guide for People Living with Pain* (2007) counseled patients that opioids "give all of us a quality of life we deserve."<sup>182</sup>

348. There is no evidence that opioids improve function or increase quality of life. In fact, as described throughout this Petition, there is clear evidence to the contrary. Teva continued to make the false assertion that opioids improved quality of life to lessen the "opioidphobia" and stigma for both prescribing physicians and patients, which resulted in increased opioid sales and profits.

### ***Endo***

349. Endo's website [www.painknowledge.org](http://www.painknowledge.org) claimed that with opioids "your level of function

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<sup>181</sup> Letter from Janet Woodcock, M.D, Dir., Ctr. For Drug Eval. & Res., to Andrew Kolodny, M.D., President, Physicians for Responsible Opioid Prescribing, Re: Docket No. FDA-2012-P-0818 (Sep. 10, 2013).

<sup>182</sup> *Treatment Options: A Guide for People Living with Pain*, 15 AM. PAIN FOUND. (2007), <https://ce4less.com/Tests/Materials/E019Materials.pdf>.

should improve; you may find you are now able to participate in activities of daily living, such as work and hobbies, that you were not able to enjoy when your pain was worse.”<sup>183</sup>

350. Elsewhere, the website boasted improved quality of life in addition to “improved function” as benefits of opioid therapy. The funding request Endo approved for this website project specifically indicated NIPC’s intent to make claims about patient function, and Endo closely monitored traffic to the website.

351. Claims of improved functionality were a key part of Endo’s marketing push. In fact, Endo’s website is peppered with “patient profiles” in which patients give testimonials alleging improved functioning and pain relief after only a few days of opioid therapy. Endo showcased patients with physically demanding jobs. Each patient alluded to the notion that Opana ER allows them to function without pain in the long term and has dramatically improved their day to day lives.

352. Moreover, Endo falsely advertised on its website that its Opana ER formula has a “true 12-hour dosing that lasts.” There is no scientific evidence to support such a claim, and Endo had no reasonable basis to make this assertion.

353. Endo attempted to tip the scales in its product’s favor by distributing a “case study” to prescribers titled *Case Challenges in Pain Management: Opioid Therapy for Chronic Pain*. With this study Endo attempted to cast doubt upon opioid alternatives. The study justified its recommendation that opioid treatment be used by citing an example where a patient developed “a massive upper gastrointestinal bleed believed to be related to his protracted use of NSAIDs.” The major takeaway of this misleading publication was if opioid alternatives also carry significant risks, then rolling the dice on opioids was the better option. Endo framed opioid therapy as the more effective method of treating pain and improving

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<sup>183</sup> *Pain: Opioid Therapy*, Patient Handout, PAINKNOWLEDGE.ORG (2009), [https://web.archive.org/web/20101007083722/http://painknowledge.org/patiented/pdf/B697\\_%20Patient%20Handout\\_FINAL.pdf](https://web.archive.org/web/20101007083722/http://painknowledge.org/patiented/pdf/B697_%20Patient%20Handout_FINAL.pdf).

patients' lives. These claims are flat out misrepresentations.

## **J&J**

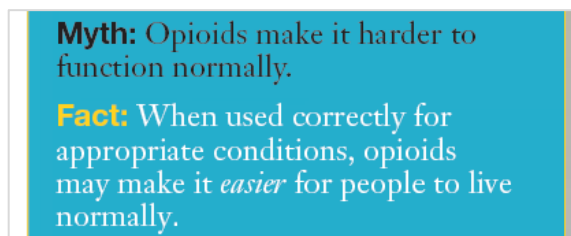
354. J&J promoted its opioid patch, Duragesic, by implying it allowed patients to return to a life uninterrupted by pain. Its marketing campaign reinforced this idea by repeating tag lines such as “[w]ork, uninterrupted;” “[l]ife, uninterrupted;” “[g]ame, uninterrupted;” “[c]hronic pain relief that supports functionality;” and “[i]mprove[s] . . . physical and social functioning.”

355. J&J's *Let's Talk Pain* website featured video interviews which claim that opioids allowed a patient to “continue to function,” and falsely set up the video series to appear representative of the majority of opioid patients.

356. Similarly, J&J's patient education guide *Finding Relief: Pain Management for Older Adults* (2009) states as “a fact” that opioids make it “easier for people to live ‘normally.’”<sup>184</sup> This guide portrays a man playing golf and lists sleeping through the night, returning to work, recreation, walking, climbing stairs, and sex as examples of expected functional improvement from opioids.

357. Finally, it assures patients that, “[u]sed properly, opioid medications can make it possible for people with chronic pain to ‘return to normal.’”

### **Graphic 17. Finding Relief: Pain Management for Older Adults.**<sup>185</sup>



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<sup>184</sup> *Finding Relief: Pain Management for Older Adults*, PRICARA DIVISION OF ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC. (2009) [http://web.archive.org/web/20091210233932/http://www.painmed.org:80/pdf/pain\\_mgmt\\_older.pdf](http://web.archive.org/web/20091210233932/http://www.painmed.org:80/pdf/pain_mgmt_older.pdf).

<sup>185</sup> *Id.* at p. 17.

## ***Actavis***

358. Actavis’s Co-Pay Assistance Program Brochure claimed the use of Kadian for the treatment of chronic pain would positively impact a patient’s work, daily functioning, and enjoyment of life by relieving “stress on your body and your mental health.”<sup>186</sup>

359. In addition, Actavis’s website for Kadian makes similar claims of improved quality of life and mentions only mild to moderate side effects.

360. Moreover, Actavis promoted Kadian to physicians as providing “patients with up to 24 hours of smooth, consistent pain control.” Kadian was marketed as having “polymer-coated shell technology” which was designed to consistently release the drug into the gastrointestinal tract. Actavis doubled down on its claim to 24-hour relief on its *Patients and Caregivers* website. In support of its claim, Actavis cited a study involving terminal cancer patients—not the chronic pain patients to whom Actavis was targeting its marketing materials.<sup>187</sup>

## ***Mallinckrodt***

361. Mallinckrodt’s website, in a section on responsible use of opioids, claims that “[t]he effective pain management offered by [Mallinckrodt’s] medicines helps enable patients to stay in the workplace, enjoy interactions with family and friends, and remain an active member of society.”<sup>188</sup>

362. Defendants’ sales representatives conveyed the message that opioids improve patient function and intended that the recipients rely on their statements as truthful.

363. Defendants’ claims find no support in scientific or medical literature.

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<sup>186</sup> Warning letter from Thomas Abrams, Dir., FDA Div. of Mktg., Adver., & Comm’s, to Doug Boothe, CEO, Actavis US (Feb. 18, 2010).

<sup>187</sup> Patient and Caregivers, OPANA ER, <http://web.archive.org/web/20060512104525/http://www.kadian.com/pages/getpage.aspx?id=AC421954-83AD-4B0F-9FEB-D77C3821BB0F>.

<sup>188</sup> Responsible Use, MALLINCKRODT PHARMACEUTICALS, <http://www.mallinckrodt.com/corporate-responsibility/responsible-use>.

364. In fact, the CDC states that: (a) “[n]o evidence shows a long-term benefit of opioids in pain and function versus no opioids for chronic pain with outcomes examined at least 1 year later”; (b) “[a]lthough opioids can reduce pain during short-term use, the clinical evidence review found insufficient evidence to determine whether pain relief is sustained and whether function or quality of life improves with long-term opioid therapy”; and (c) “evidence is limited or insufficient for improved pain or function with long-term use of opioids for several chronic pain conditions for which opioids are commonly prescribed, such as low back pain, headache, and fibromyalgia.”<sup>189</sup>

365. The CDC has also noted that the risks of addiction and death “can cause distress and inability to fulfill major role obligations.” As a matter of common sense and medical evidence, drugs that can kill patients or commit them to a life of addiction or recovery do not improve their function and quality of life.

366. In 2010, the FDA informed Actavis that it was “not aware of substantial evidence or substantial clinical experience demonstrating that the magnitude of the effect of the drug [Kadian] has in alleviating pain, taken together with any drug-related side effects patients may experience . . . results in any overall positive impact on a patient’s work, physical and mental functioning, daily activities, or enjoyment of life.”<sup>190</sup>

367. Defendants falsely emphasized or exaggerated the risks of competing products like NSAIDs so that doctors and patients would look to opioids first for treating chronic pain. Once again, Defendants’ misrepresentations contravene the scientific evidence.

368. Defendants have employed and continue to employ the above false and misleading

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<sup>189</sup> *CDC Guideline for Prescribing Opioids for Chronic Pain – United States 2016*, CTRS. FOR DISEASE CONTROL & PREVENTION (Mar. 18, 2016), <https://www.cdc.gov/mmwr/volumes/65/rr/rr6501e1.htm>.

<sup>190</sup> *Warning letter from Thomas Abrams, Dir., FDA Div. of Mktg., Adver., & Comm’s, to Doug Boothe, CEO, Actavis LLC* (Feb. 18, 2010).

representations in and around the County, and have directed them at the County, including its physicians and residents. These sustained and ongoing marketing efforts have naturally and predictably resulted in unnecessary and unwanted opioid addiction, abuse, diversion, and death in Caldwell County and its surrounding communities. As a direct and foreseeable consequence of Defendants' conduct, the County has suffered extensive injuries and damages.

#### **F. Defendants Flooded Caldwell County with Opioid Drugs**

369. Distributor Defendants<sup>191</sup> unlawfully distributed tens of millions of prescription opioid pills into Caldwell County which resulted in widespread diversion into illicit channels. Defendants systematically undermined institutional controls and breached their duty of ordinary care to Caldwell County for the purpose of increasing their market share and profits. Defendants' conduct was a direct and proximate cause of a serious public health and safety crisis in Caldwell County.

370. Distributor Defendants owe a duty under Texas law to monitor, detect, investigate, refuse to fill, and report atypical orders of prescription opioids originating from Caldwell County well as those orders which Defendants knew or should have known were likely to be diverted into Caldwell County. Distributor Defendants repeatedly and purposefully breached their duties, which foreseeably and directly resulted in the widespread diversion of prescription opioids for nonmedical purposes. This diversion and epidemic are direct causes of harms incurred by Caldwell County itself. The opioid epidemic in Caldwell County remains an immediate hazard to public health and safety.

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<sup>191</sup> As noted above, Manufacturer Defendants are also licensed prescription drug distributors and engage in the wholesale distribution of opioid drugs in and around Caldwell County. Allegations stated in this Petition against Distributor Defendants apply equally to Manufacturer Defendants as distributors of opioid medications.

## 1. Defendants Admit they are the Gatekeepers of the Opioid Supply Chain.

371. Defendants Cardinal Health, McKesson and AmerisourceBergen, are all among the 15 largest American companies by revenue. Together, they distribute more than 90 percent of the nation’s drug and medical supplies.

372. Distributor Defendants admit that they are the gatekeepers and the last line of defense for preventing opioid abuse. In testimony before the U.S. Congress, industry leaders represented that the distributors of opioids “have not only statutory and regulatory responsibilities to detect and prevent diversion of controlled prescription drugs, but to undertake such efforts as responsible members of society.”<sup>192</sup>

373. Industry Compliance Guidelines (ICGs) established by the Healthcare Distribution Alliance<sup>193</sup> (HDA), the trade association of pharmaceutical distributors, explain that distributors are “[a]t the center of a sophisticated supply chain” and therefore “are uniquely situated to perform due diligence in order to help support the security of the controlled substances they deliver to their customers.”<sup>194</sup>

374. “The guidelines emphasize the concept of ‘Know Your Customer’—that is, obtaining and reviewing thorough background information about a prospective healthcare provider prior to doing business. Therefore, in many cases, potential problems can be avoided even before an order is placed.”<sup>195</sup>

375. Additionally, businesses engaged in the manufacture or distribution of prescription drugs

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<sup>192</sup> *Prescription Drug Diversion: Combating the Scourge: Hearing Before the Subcomm. on Commerce, Mfg., and Trade of the H. Comm. on Energy and Commerce*, 112th Cong. 105 (2d Sess. 2012) (statement of John M. Gray, President and CEO, Healthcare Distribution Management Assoc.).

<sup>193</sup> On information and belief, current HDA members include Defendants AbbVie, Allergan, Depomed, Endo, J&J, Mallinckrodt, Mylan, McKesson, AmerisourceBergen and Cardinal Health, among other manufacturers and distributors. See *Membership*, HEALTHCARE DISTRIBUTION ALLIANCE (2018), <https://www.hda.org/about/membership> (last visited Aug. 23, 2018).

<sup>194</sup> *Id.*

<sup>195</sup> *Prescription Drug Diversion: Combating the Scourge*, *supra*.



in Texas are required to license with the Texas Department of State Health Services (DSHS) and operate in compliance with 25 Tex. Admin. Code §§ 229.419-229.430 and Tex. Health & Safety Code § 481.001, *et seq.* Distributor Defendants distribute opioids in the State of Texas and are each licensed wholesale prescription drug distributors with the DSHS. To receive and maintain this license, each of the Distributor Defendants assumed a duty of ordinary care to comply with all applicable laws and regulations relating to controlled substances for the protection of the public, including Caldwell County.

376. Prescription opioids are regulated for the purpose of providing a “closed” system of distribution, intended to reduce the widespread diversion of these drugs out of legitimate channels into the illicit market. Distributor Defendants knew they were required to monitor, detect, report, and refuse to fill orders of unusual size, quantities, frequency or dosages. Because Distributor Defendants handle such large volumes of controlled substances and are the first major line of defense in the movement of legal pharmaceutical controlled substances from legitimate channels into the illicit market, Distributor Defendants have a duty to maintain effective controls to prevent diversion of controlled substances. Should a distributor breach its duty of ordinary care by deviating from these checks and balances, the closed system collapses.<sup>196</sup>

377. Newly released data demonstrates the extent to which Distributor Defendants paid no attention to laws, regulations or industry standards. In fact, Distributor Defendants saturated the country with 76 billion oxycodone and hydrocodone pain pills from 2006 through 2012 as the nation’s deadliest drug epidemic spun out of control.<sup>197</sup> The volume of the pills handled by Distributor Defendants

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<sup>196</sup> See Declaration of Joseph Rannazzisi, Deputy Assistant Administrator, Office of Diversion Control, Drug Enforcement Agency, United States Department of Justice, ¶10, *Cardinal Health, Inc. v. Holder*, No. 1:12-cv-00185-RBW, Doc. 14-2 (filed in U.S. D.C. on Feb. 20, 2012).

<sup>197</sup> Higham, Scott, et al., *76 billion opioid pills: Newly released federal data unmask the epidemic*, WASH. POST, Jul. 16, 2019, [https://www.washingtonpost.com/investigations/76-billion-opioid-pills-newly-released-federal-data-unmask-the-epidemic/2019/07/16/5f29fd62-a73e-11e9-86dd-d7f0e60391e9\\_story.html](https://www.washingtonpost.com/investigations/76-billion-opioid-pills-newly-released-federal-data-unmask-the-epidemic/2019/07/16/5f29fd62-a73e-11e9-86dd-d7f0e60391e9_story.html).

skyrocketed as the epidemic surged, increasing about 51 percent from 8.4 billion in 2006 to 12.6 billion in 2012.<sup>198</sup> Within 7 years, Defendants distributed enough pills to supply every adult and child in the country with 36 pills each year.<sup>199</sup>

378. In Caldwell County, the problem was similarly dire. From 2006 to 2014, there were 7,325,567 prescription pain pills pouring into the County, enough for 20 pills per person per year.

## **2. Defendants Worked in Concert to Maximize Profits from the Sale and Distribution of Opioid Drugs.**

379. The sheer volume of prescription opioids distributed to pharmacies and retailers in Caldwell County was excessive for the medical need of the community. Distributor Defendants ignored red flags that were so obvious that no one who engages in the legitimate distribution of controlled substances could reasonably claim ignorance of them.

380. Distributor Defendants considered the Manufacturing Defendants “trusted partners” in the drug supply chain. In fact, AmerisourceBergen, McKesson, and Cardinal all openly claim as much:

- (a) AmerisourceBergen’s website claims it works directly with manufacturers as a “trusted partner in the commercialization journey.”<sup>200</sup>
- (b) McKesson similarly claims that it “partners with pharmaceutical manufacturers at all stages of the product lifecycle.”<sup>201</sup>
- (c) Cardinal positioned itself as a “manufacturing and pharmacy solutions” consultant to “help manufacturers bring products to market.”<sup>202</sup>

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<sup>198</sup> *Id.*

<sup>199</sup> *Id.*

<sup>200</sup> *Brand and Specialty Manufacturer Solutions*, AMERISOURCEBERGEN, <https://www.amerisourcebergen.com/solutions-manufacturers/brand-and-specialty> (last accessed Oct. 28, 2019).

<sup>201</sup> *Pharmacy Awareness and Education Programs for Pharmaceutical Manufacturers*, MCKESSON, <https://www.mckesson.com/Biopharma/Pharmacy-Education/> (last accessed Oct. 29, 2019).

<sup>202</sup> *Services*, CARDINALHEALTH, <https://www.cardinalhealth.com/en/services.html> (last accessed Oct. 29, 2019).

381. Distributor Defendants knew opioids were being falsely marketed by the Manufacturing Defendants as part of their aggressive growth strategy. Distributor Defendants knew that opioids were being marketed and prescribed for seemingly every complaint of chronic pain and promoted as a safer alternative to other pain management therapy. However, because such marketing was to their benefit and came with increased profit margins, the Distributor Defendants intentionally turned a blind eye and allowed opioids to flood communities.

382. Defendants worked in concert to distribute increasing volumes of prescription opioids. Distributor Defendants purchased drugs from Manufacturer Defendants at an established wholesale cost, often receiving discounts, rebates and chargebacks from the cost based on increased market share and volume.<sup>203</sup> Manufacturer Defendants engaged in this practice to increase sales while giving Distributor Defendants a way to offer more competitive prices due to the discounted rates received for high volume orders and to take the difference from the original price of the pharmaceuticals as an additional profit.

### **3. Defendants Failed to Maintain Adequate Controls Against Diversion of Opioid Drugs into Illicit Channels.**

383. Distributor Defendants contributed to the dangerous oversupply of opioids in Caldwell County by not maintaining adequate controls against diversion. Distributor Defendants failed to provide proper compliance training and staffing, failed to investigate customers suspected to be filling medically unnecessary prescriptions, and failed to detect, flag, block, and report unusual purchases of opioid drugs.

384. Defendants failed to provide their employees with qualified personnel to train them on compliance functions to prevent the oversupply of dangerous prescription drugs. Front-line compliance tasks were often assigned to employees who possessed no experience with anti-diversion compliance.

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<sup>203</sup> KAISER FAMILY FOUND., FOLLOW THE PILL: UNDERSTANDING THE U.S. COMMERCIAL PHARMACEUTICAL SUPPLY CHAIN 1, 19 (2006), available at [https://avalere.com/research/docs/Follow\\_the\\_Pill.pdf](https://avalere.com/research/docs/Follow_the_Pill.pdf).

385. Distributor Defendants had no uniform procedure for scrutinizing unusual or out of the ordinary customer requests. It was common practice for flagged orders to be waived through upon cursory review or to bring on new customers before a full vetting was completed. There was also little incentive for Defendants to follow up on unusually large purchases with further investigation.

386. Distributor Defendants' practices were so lax, their sales forces would habitually assist their customers in avoiding compliance reviews. Often, Distributor Defendants' customers were able to place multiple bulk orders within the same month, or even the same week. Distributor Defendants alerted their customers when they were at risk of triggering a compliance review and actively manipulate the timing and volume of shipments to slide around compliance safeguards.

387. Distributor Defendants knowingly allowed the oversupply of opioids. On rare occasions a customer was temporarily blocked due to excessive violations of monthly threshold amounts, Defendants permitted the same customers to simply resume their previous order volume the following month without any further investigation or corrective action.

388. Distributor Defendants failed in their duty under state statutory and common law to detect, block, and report sales that were of an unusually high volume, frequency and dosage. Distributor Defendants failed to report sales when they knew they were likely to be diverted to illicit channels.

389. Distributor Defendants filled purchases that they knew were of unusual size, pattern, frequency, or were being shipped into known high diversion areas. Distributor Defendants breached their duty under state law to maintain effective controls against diversion of opioids into areas other than legitimate health care services, research, or commercial use.

#### **4. Defendants Misrepresented their Commitment to Anti-Diversion Efforts and Monitoring the Supply of Opioids.**

390. Rather than take minimal measures to protect the public from a known harm, Defendants, individually and collectively, repeatedly distributed—and continue to distribute—prescription opioids without fulfilling their duty under state common and statutory law to stop the diversion of these dangerous drugs for non-medical purposes.

391. Further, Defendants misrepresented material facts regarding the existence of their internal policies and practices to protect the health and safety of Caldwell County’s residents. Defendants concealed the fact they failed to implement an effective opioid supply chain monitoring or tracking system to guard against diversion of highly addictive opioid products for non-medical use, despite representing to the public that they would. Defendants affirmatively portray themselves as committed to maintaining adequate controls to prevent diversion, complying with its anti-diversion obligations, and monitoring its opioid supply chain. These representations were, and are, false.

392. Defendants misleadingly held themselves out as taking affirmative steps to prevent diversion into illicit channels and monitoring or blocking orders that raised warning signs of opioid misuse. Defendants’ deceptive messages lulled doctors, patients, and the public into a false sense of security when it came to prescribing opioids and the pain management culture.

#### ***Cardinal***

393. Cardinal acknowledges the public health crisis and admits the epidemic is a “serious and complex problem.” Cardinal is well aware of the epidemic’s magnitude because it tracks and reports CDC opioid prescription and overdose death data. Cardinal claims to “best utilize [its] assets, expertise and influence to make our communities stronger, our world more sustainable, while governing [its] activities

as a good corporate citizen and with a belief that doing ‘the right thing’ serves everyone.”<sup>204</sup> Cardinal additionally claims it “operates a strict and uncompromising system to spot, stop, and report to regulators” all suspicious shipments of prescription opioids.<sup>205</sup>

394. Defendant Cardinal misrepresented that it “lead[s] [the] industry in anti-diversion strategies to help prevent opioids from being diverted for misuse and abuse” and claims to “maintain a sophisticated, state of the art program” to monitor and stop orders that do not meet its high standards. In fact, an executive boasted that Cardinal uses “advanced analytics” to be “as effective and efficient as possible in constantly monitoring, identifying, and eliminating any outside criminal activity.”

395. Cardinal undertook the duty to provide safe and secure channels of distribution for its medications. Cardinal’s *Opioid Action Program: Reclaiming Our Communities* highlights this belief since it operates a “state-of-the-art, constantly adaptive system to combat opioid diversion.”<sup>206</sup> In fact, Cardinal states it scrutinizes its customers using a “multifactor process to evaluate pharmacies.” Additionally, Cardinal claims to “engage directly with pharmacists to understand their business, their purchasing patterns, the ration of controlled to non-controlled substances ordered and the demographics of their customers.”<sup>207</sup> Cardinal had the ability to view and use industry information to see “whether the order deviates from historic ordering patterns” and would tag suspicious purchases for additional “scrutiny and evaluation.”<sup>208</sup>

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<sup>204</sup> *Corporate Citizenship*, CARDINAL HEALTH, <https://www.cardinalhealth.com/en/about-us/corporate-citizenship.html> (last accessed Oct. 22, 2019).

<sup>205</sup> *Combating Opioid Misuse*, CARDINAL HEALTH, <https://www.cardinalhealth.com/en/about-us/corporate-citizenship/combating-opioid-misuse.html> (last accessed Oct. 22, 2019).

<sup>206</sup> *Opioid Action Program: Reclaiming our Communities*, CARDINAL HEALTH, [www.cardinalhealth.com](http://www.cardinalhealth.com) (last accessed Oct. 22, 2019).

<sup>207</sup> *Id.*

<sup>208</sup> *Id.*

396. However, Cardinal failed to perform its duties. Although Cardinal had the ability to prevent the influx of opioids into Caldwell County, instead, Cardinal directly caused the oversupply to occur. Cardinal continued to ship opioids to pharmacies and providers in Caldwell County despite reviewing voluminous data and reports containing glaring signs of diversion and misuse.

397. Cardinal knew it had a duty to monitor opioid purchases. Cardinal had superior knowledge of the volume, dosage, frequency and destination of opioid shipments that were not available to anyone else. Cardinal claimed to have successfully carried out this duty year after year. However, in reality, Cardinal repeatedly violated its gatekeeping duties.

398. On December 23, 2016, Cardinal agreed to a \$44 million civil penalty with the Department of Justice for failing to report unlawful purchases of controlled substances, including oxycodone, in Florida, Maryland, and New York.<sup>209</sup>

### ***McKesson***

399. McKesson openly recognized its critical role in monitoring and curbing opioid distribution levels. John H. Hammergren, chairman and CEO of McKesson, has stated: “pharmaceutical distributors play an important role in identifying and combatting prescription drug diversion and abuse . . . McKesson, as the nation’s largest distributors, takes our role seriously.”<sup>210</sup>

400. McKesson acknowledged its critical role in preventing diversion, but misrepresented actions it has taken to fulfill its duties. McKesson claims it is “deeply passionate about curing the opioid epidemic in our country” and uses “customized analytic solutions [to] track pharmaceutical product

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<sup>209</sup> Lenny Bernstein & Scott Higham, *Cardinal Health Fined \$44 Million for Opioid Reporting Violations*, WASH. POST. (Jan. 11, 2017), [https://www.washingtonpost.com/national/health-science/cardinal-health-fined-44-million-for-opioid-reporting-violations/2017/01/11/4f217c44-d82c-11e6-9a36-1d296534b31e\\_story.html](https://www.washingtonpost.com/national/health-science/cardinal-health-fined-44-million-for-opioid-reporting-violations/2017/01/11/4f217c44-d82c-11e6-9a36-1d296534b31e_story.html).

<sup>210</sup> Charles Ornstein, *Drug Distributors Penalized for Turning Blind Eye in Opioid Epidemic*, APR, Health News, Jan. 27, 2017; Letter from Pete Slone, Senior Vice President, Public Affairs, of McKesson, to The Honorable Chris Christie dated October 31, 2017.

storage, handling and dispensing in real time at every step of the supply chain process.” McKesson further claims to have a “best in class-controlled substance monitoring program” to help identify suspicious shipments. While these statements are intended to put the public’s mind at ease, they were clearly simple marketing messages at odds with McKesson’s actual activity and true goal of profiting from the epidemic.

401. McKesson executives admit the opioid epidemic is the “public health crisis of our time” and that both manufacturers and distributors should be active in redressing the fallout.<sup>211</sup>

402. McKesson knew that their opioids were flooding markets and being distributed in suspicious quantities. McKesson had access to detailed industry information and closely tracked its product through the supply chain. The data McKesson had at their fingertips should have spurred them to better perform their gatekeeping duties. Instead, McKesson turned a blind eye and continued to profit from widespread distribution of medically unnecessary opioids.

403. McKesson’s alleged commitment to anti-diversion efforts and opioid supply monitoring were quickly shown to be false. In 2008, McKesson was fined \$13.25 million as part of a claim regarding suspicious shipments to internet pharmacies.<sup>212</sup> Remarkably, McKesson continued to seek higher distribution volumes, even after it agreed to comply with its legal obligations in the 2008 settlement. Sadly, McKesson and the other Distributor Defendants’ greed could not be satiated. The profits gained through distributing higher volumes of prescription drugs, including opioids, proved to be worth continuing to violate the law at the expense of the public’s health.

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<sup>211</sup> Letter from Pete Slone, Senior Vice President, Public Affairs, of McKesson, to The Honorable Chris Christie dated October 31, 2017.

<sup>212</sup> Eric Eyre, “*Suspicious*” *Drug Order Rules Never Enforced by State*, CHARLESTON GAZETTE MAIL (Dec. 18, 2016), [https://www.wvgazettemail.com/news/health/suspicious-drug-order-rules-never-enforced-by-state/article\\_3c9f1983-9044-5e97-87ff-df5ed5e55418.html](https://www.wvgazettemail.com/news/health/suspicious-drug-order-rules-never-enforced-by-state/article_3c9f1983-9044-5e97-87ff-df5ed5e55418.html).



404. Despite its statements, McKesson has not changed its negligent practices and continues to misrepresent its efforts to curb opioid diversion and abuse. On January 5, 2017, McKesson agreed to pay a \$150 million civil penalty, admitting that “it did not identify or report . . . certain [sales] placed by certain pharmacies which should have been detected . . . as suspicious.”<sup>213</sup>

### ***AmerisourceBergen***

405. AmerisourceBergen has a duty to monitor, report, and prevent suspicious opioid shipments. AmerisourceBergen freely admits it is responsible for maintaining a “supply chain that is safe and secure.”<sup>214</sup> AmerisourceBergen claims it maintains an effective and closed supply chain using “complex algorithms to identify and stop orders that are deemed to be suspicious.”<sup>215</sup>

406. In fact, AmerisourceBergen CEO, Steven Collis, has publicly stated that distributors, such as AmerisourceBergen, have a “unique perspective on how the supply chain works” and are therefore in a better position to safeguard against diversion.<sup>216</sup> Recognizing that AmerisourceBergen contributed to the opioid crisis, Mr. Collis explains that “nearly every prescription in the United States moves through distributors who purchase drugs from pharmaceutical manufacturers and sell them to pharmacies . . . .” However, Mr. Collis has also admitted that generally, so long as opioid treatments were prescribed, more opioids would be distributed because, as a global healthcare solutions leader, AmerisourceBergen is a “link between manufacturers and healthcare providers to help patients have access to medications they need, when they need them.”<sup>217</sup>

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<sup>213</sup> DEP’T OF JUSTICE, ADMINISTRATIVE MEMORANDUM OF AGREEMENT 3 (2017), <https://www.justice.gov/opa/press-release/file/928476/download>.

<sup>214</sup> Steve Collis, *The Surprising Morality of Opioid Distribution*, Amerisource Bergen, (Sept. 18, 2017), <https://www.amerisourcebergen.com/fighting-the-opioid-epidemic>.

<sup>215</sup> *Id.*

<sup>216</sup> *Id.*

<sup>217</sup> AmerisourceBergen Foundation, *AmerisourceBergen Foundation Launches Municipal Support Program to Help Combat Opioid Abuse*, Dec. 14, 2017 press release.

407. A spokesperson for AmerisourceBergen commented that: “At AmerisourceBergen, we are committed to the safe and efficient delivery of controlled substances to meet the medical needs of patients.” In fact, AmerisourceBergen has taken the position that it will “work diligently to combat diversion” by coordinating with its pharmaceutical and healthcare partners to curb misuse.

408. AmerisourceBergen failed to prevent diversion of its product and safeguard the supply chain. In 2017 AmerisourceBergen agreed to pay \$16 million to the State of West Virginia to resolve claims of grossly oversupplying opioids and for failing to report suspicious sales.<sup>218</sup>

409. Defendants continue to conduct business with reckless disregard for the rights and safety of Caldwell County’s residents because it is in their financial interests to do so. In fact, McKesson continues to pay lucrative incentive awards to senior executives based on high sales of opioid drugs.<sup>219</sup>

410. Defendants have benefitted monetarily from each other’s unlawful conduct which has directly resulted in an inordinately large volume of prescription opioids flowing into the County and the surrounding local communities.

411. Distributor Defendants’ failures to maintain effective controls against the known diversion of prescription opioids have naturally and foreseeably created an overabundance of these narcotics in local communities, fueling addiction, overdose and death in the County and its surrounding areas.

412. Distributor Defendants knew or should have known the Manufacturer Defendants misrepresented material facts about, among other things, the use of opioids to treat chronic pain and the risk of addiction to opioids.

413. The County has been harmed as a direct and proximate result of Defendants’ knowing,

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<sup>218</sup> Eric Erye, *2 Drug Distributors Pay \$36M to Settle WV lawsuits*, Charleston Gazette-Mail (Jan. 9, 2017), [https://www.wvgazettemail.com/news/health/drug-distributors-to-pay-m-to-settle-wv-painkiller-lawsuits/article\\_b43534bd-b020-5f56-b9f3-f74270a54c07.html](https://www.wvgazettemail.com/news/health/drug-distributors-to-pay-m-to-settle-wv-painkiller-lawsuits/article_b43534bd-b020-5f56-b9f3-f74270a54c07.html)

<sup>219</sup> *Teamsters push back on McKesson CEO’s pay at Irving shareholders meeting*, DALLAS MORNING NEWS, Jul. 26, 2017 <https://www.dallasnews.com/business/ceo-pay/2017/07/26/teamsters-push-back-mckesson-ceos-pay-irving-shareholders-meeting>.

reckless, false, deceptive, and misleading conduct described herein.

### **G. Defendants' Conduct Fueled the Opioid Epidemic and Devastated Caldwell County's Communities by Increasing Medically Unnecessary Opioid Prescriptions and Use**

414. The opioid crisis has been declared a nationwide emergency, but unlike other emergencies, this one was manmade. It was caused by Defendants' fraudulent marketing, sales, and distribution of prescription opioids. Addiction, crime, and death are the foreseeable culmination of Defendants' deceitful campaign to push massive amounts of dangerously addictive drugs into local communities for their corporate profit. The relationship between Defendants' well-orchestrated falsification of medical knowledge and the current national emergency is proven by documentary evidence and peer-reviewed literature.

#### **1. Caldwell County's Allegations are Further Supported by Peer-Reviewed Medical Literature.**

415. Medical literature attributes the opioid epidemic to "aggressive marketing by the pharmaceutical industry . . . based on unsound science and blatant misinformation, accompanied by dangerous assumptions that opioids are highly effective and safe, devoid of adverse events when prescribed by physicians."<sup>220</sup> Defendants made concerted efforts to shape physicians' "knowledge" to diminish their fear of opioids' side effects. Defendants falsely marketed these dangerous drugs as less addictive, less subject to abuse, less prone to overdose, and more therapeutic for perpetual use than they genuinely are. Defendants advocated the widespread use of opioids for chronic pain even though this contravened the "cardinal principles of medical intervention – that there be compelling evidence of the benefit of a therapy prior to its large-scale use."<sup>221</sup>

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<sup>220</sup> Manchikanti *et al.*, *Opioid Epidemic in the United States*, 15 PAIN PHYSICIAN J. ES9, ES10 (2012).

<sup>221</sup> *Id.*

416. Studies show that Defendants’ marketing efforts were the proximate cause of increased overdose deaths across the country and in Caldwell County. In early 2019, the *Journal of American Medical Association* published a study of pharmaceutical company dollars spent at the county level on direct-to-physician opioid marketing.<sup>222</sup> The study concluded that “the marketing of opioid products to physicians was associated with increased prescribing and, subsequently, with elevated mortality from overdoses.”<sup>223</sup>

417. There is no question that Defendants’ misrepresentations deceived prescribing doctors and patients about the risks and benefits of long-term opioid use. Surveys reveal that many prescribing doctors and patients remain unaware of or do not understand the risks or benefits of opioids to this day. As reported in January 2016, a 2015 survey of more than 1,000 opioid patients found that “patients claimed they were only told painkillers could be addictive six out of 10 times.”<sup>224</sup>

418. Defendants’ deceptive marketing scheme has also detrimentally impacted children who are residents of Caldwell County.<sup>225</sup> A prominent study on Adverse Childhood Experiences (ACE Study) found a strong relationship between the breadth of exposure to household dysfunction during childhood and multiple risk factors for several of the leading causes of death in adults, including ischemic heart disease, cancer, chronic lung disease, skeletal fractures, and liver disease, as well as poor self-rated health.<sup>226</sup> One of the seven categories of adverse childhood experiences studied was children living with

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<sup>222</sup> Hadland, Scott, E., et al., *Association of Pharmaceutical Industry Marketing of Opioid Products with Mortality from Opioid-Related Overdoses*, JAMA NETWORK OPEN (2019).

<sup>223</sup> *Id.*

<sup>224</sup> *Missed Questions, Missed Opportunities*, HAZELDEN BETTY FORD FOUNDATION (Jan. 27, 2016), <https://www.hazeldenbettyford.org/about-us/news-media/press-release/2016-doctors-missing-questions-that-could-prevent-opioid-addiction>.

<sup>225</sup> See, e.g., Vincent J. Felitti, et al., *Relationship of Childhood Abuse and Household Dysfunction to Many of the Leading Causes of Death in Adults: The Adverse Childhood Experiences (ACE) Study*, AM. J. PREV. MED., 14(4) (1998), [https://www.ajpmonline.org/article/S0749-3797\(98\)00017-8/fulltext](https://www.ajpmonline.org/article/S0749-3797(98)00017-8/fulltext).

<sup>226</sup> *Id.* at 251.

household members who were substance abusers.<sup>227</sup> The study found that the “seven categories of adverse childhood experiences were strongly interrelated and persons with multiple categories of childhood exposure were likely to have multiple health risk factors later in life.”<sup>228</sup>

419. The ACE Study found that when a child is exposed to adverse childhood experiences, they can experience social, emotional, and cognitive impairment which can lead to the adoption of health-risk behaviors. This leads to disease, disability, and social problems, which results in early death.<sup>229</sup> The effects on children of drug abuse in the home are obvious and devastating. Overprescribing opioids for chronic pain have made the drugs more accessible to parents of school-aged children, and the effects of the opioid crisis on these children will certainly continue into future generations.

## **2. Defendants’ Conduct Resulted in Direct Harm to Caldwell County.**

420. Defendants employed a sophisticated campaign to convince the medical community and the public that opioids were safe—essentially, that high doses of pharmaceutical-grade heroin could treat run-of-the-mill, chronic pain, without significant risk of addiction. Their deceptive messages tainted virtually every source that prescribing physicians could rely on for information and prevented them from making informed treatment decisions. Defendants, through their multi-pronged campaign—which included sales representatives, and respected pain specialists and organizations serving as paid mouthpieces for Defendants—callously manipulated what doctors wanted to believe—namely, that opioids represented a means of relieving their patients’ suffering and of practicing medicine more compassionately. Without Defendants’ conduct, which caused prescribing of opioids to skyrocket, the opioid epidemic would not have occurred, and would not have become the crisis it is today.

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<sup>227</sup> *Id.* at 245.

<sup>228</sup> *Id.*

<sup>229</sup> *Id.* at 256.

421. The acts and omissions of Defendants contributed to cause the opioid epidemic and Caldwell County's resulting damages, which are extensive and ongoing.

422. Defendants had extensive knowledge concerning the risks created by over-promotion and increased prescribing of their drugs, the effectiveness of their marketing efforts, and the rising opioid epidemic, including criminal diversion of the drugs, that resulted. Caldwell County's damages are the natural and probable result of Defendants' bad acts.

423. Defendants' deceptive marketing scheme caused and continues to cause doctors in and around Caldwell County to prescribe opioids for chronic pain conditions such as back pain, headaches, arthritis, and fibromyalgia without appropriate consideration of other non-opioid therapies. Defendants' deceptive marketing scheme also caused and continues to cause patients to purchase and use opioids for chronic pain believing they are safe and effective. Absent Defendants' deceptive marketing scheme, Caldwell County physicians would not have prescribed opioid drugs for the treatment of moderate chronic pain ailments and fewer patients would be using opioids long-term to treat their pain.

424. Defendants knowingly and recklessly saturated the market with opioid drugs that could not have had a legitimate medical purpose to increase their own profits.

425. Defendants' deceptive marketing has caused and continues to cause the prescribing and use of opioids to explode. Indeed, this dramatic increase in opioid prescriptions and use corresponds with the dramatic increase in Defendants' spending on their deceptive marketing scheme. The escalating number of opioid prescriptions written by doctors who were deceived by Defendants' deceptive marketing scheme has caused a correspondingly dramatic increase in opioid addiction, overdoses, or death throughout the U.S. and Caldwell County.

426. Due to the increase in opioid overdoses, first responders such as emergency medical technicians and other emergency county personnel have been and will continue to play a critical role in

assisting people experiencing opioid-related overdoses.<sup>230</sup> But for Defendants' false and deceptive misrepresentations and other unlawful and unfair conduct, such response would not have been needed.

427. Defendants' creation, through false and deceptive advertising and other unlawful and unfair conduct, of a limitless opioid market has significantly harmed the County. Defendants' success in extending the market for opioids to new patients and chronic pain conditions has foreseeably created an abundance of drugs available for non-medical and criminal use and fueled a new wave of addiction and injury. It has been estimated that 60 to 80 percent of the opioids to which people are addicted come, directly or indirectly, through doctors' prescriptions. But for Defendants' false and deceptive misrepresentations and other unlawful and unfair conduct, such addictions would not have occurred.

428. The rise in opioid addiction caused by Defendants' deceptive marketing schemes has also resulted in an explosion of heroin use. For example, heroin use has more than doubled in the past decade among adults aged 18 to 25 years.<sup>231</sup> Moreover, heroin-related overdoses in the U.S. have more than quadrupled between 2002 and 2013.<sup>232</sup> But for Defendants' false and deceptive misrepresentations and other unlawful and unfair conduct, such heroin use would not have occurred.

429. The costs and consequences of opioid addiction are staggering. But for Defendants' false and deceptive misrepresentations and other unlawful and unfair conduct, such costs would not have been incurred.

430. As a result of reliance on the various misrepresentations regarding the safety, utility, and benefits of opioids, in addition to the direct effects of misuse of opioids which was foreseeable by Defendants, Caldwell County has also suffered loss of productive and healthy workers due to addiction,

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<sup>230</sup> TEXAS COMPTROLLER OF PUBLIC ACCOUNTS, TEXAS HEALTHCARE SPENDING REPORT (2015) (EMS expenditures for University Health nearly doubled from 2011 to 2015, rising 77 percent from \$950 thousand to almost \$1.7 million).

<sup>231</sup> CDC, Vital Signs: Today's Heroin Epidemic – More People at Risk, Multiple Drugs Abused, <https://www.cdc.gov/vitalsigns/heroin/index.html> (last accessed Oct. 30, 2019).

<sup>232</sup> *Id.*

overdose, or death. Caldwell County has been destabilized by broken families, physical and mental health problems, homelessness, and incarceration. This results in increased demand on services funded by the County, such as medical treatment, emergency services, community outreach, and assistance to law enforcement and child protective services. But for Defendants' false and deceptive misrepresentations and other unlawful, willful, malicious, and unfair conduct, such losses would not have occurred.

431. Consequently, prescription opioid addiction and overdose have an enormous impact on the health and safety of individuals, as well as communities at large, because the consequences of this epidemic reach far beyond the addicted individual.

432. Defendants knew or reasonably should have known about the harms that their deceptive marketing has caused and continues to cause the County. The extent of the damage will continue to affect the future of the County and its residents.

433. Defendants closely monitored their sales and the habits of prescribing doctors. Their sales representatives, who visited doctors and attended CMEs, knew which doctors were receiving their messages and how they were responding.

434. Defendants also had access to and carefully watched government databases and other data sources that tracked the explosive rise in opioid use, addiction, injury, and death. Defendants not only knew, but also *intended* that their misrepresentations would persuade doctors to prescribe and encourage patients to use their opioids for chronic pain.

435. Defendants' actions are neither permitted nor excused by the fact that their drug labels may have allowed, or did not exclude, the use of opioids for chronic pain. FDA approval of opioids for certain uses did not give Defendants license to misrepresent the risks and benefits of opioids.

436. Nor is Defendants' causal role broken by the involvement of doctors. Defendants' marketing efforts were ubiquitous and highly persuasive. Their deceptive messages and use of KOLs



tainted virtually every source that prescribing doctors could rely on for information and prevented them from making informed treatment decisions. Defendants convinced America that compassionate care required doctors to prescribe more opioids.

437. Defendants' actions and omissions were each a cause-in-fact of the County's past and future damages. On information and belief, Defendants' wrongful, willful, and malicious conduct is the direct cause of the County's past, present and future injuries.

438. Such future damages include, but are not limited to, costs to assess the opioid crisis and costs associated with addiction treatment and detoxification, counseling and medication-assisted treatment of addicts, outpatient recovery programs, education programs for patients, community outreach to vulnerable patient populations, and lost productivity.

#### **H. While Caldwell County Suffers, Defendants Profit**

439. While the opioid epidemic has taken its toll on the County and its residents, Defendants have realized blockbuster profits. In 2014 alone, opioids generated more than \$11 billion in revenue for drug companies like Defendants.

440. Indeed, financial information indicates that each Defendant experienced a material increase in sales, revenue, and profits from the false and deceptive advertising and other unlawful and unfair conduct described herein.

#### **I. Defendants Knew their Conduct was False and Deceptive and Fraudulently Concealed the Truth from Caldwell County**

441. Defendants, both individually and collectively, made, promoted, and profited from their misrepresentations about the risks and benefits of opioids for chronic pain even though they knew their misrepresentations were false and deceptive. The history of opioids, as well as research and clinical experience over the last 20 years, established that opioids were highly addictive and responsible for a long list of very serious adverse outcomes.

442. Defendants manipulated their promotional materials and the scientific literature to make it appear that these items were accurate, truthful, and supported by objective evidence when they were not.

443. Defendants took steps to avoid detection of and to fraudulently conceal their deceptive marketing and unlawful, unfair, and fraudulent conduct. Defendants disguised their own role in the deceptive marketing of chronic opioid therapy by funding and working through Front Groups and KOLs.

444. Defendants successfully concealed facts from patients and the medical community that are sufficient to arouse suspicion of the claims the County now asserts. The County was unable to detect the existence or scope of Defendants' industry-wide fraud and could not have acquired such knowledge earlier through the exercise of reasonable diligence.

445. Caldwell County does not seek redress under a product defect theory or a failure to warn theory. The County does not consider opioids to be fundamentally defective or complain of faulty FDA-approved warning labels. Ultimately, the County's claims pertain to Defendants' deceptively unlawful *conduct*.

446. Caldwell County does not allege that the opioid drugs are inherently defective nor that the FDA-approved warning labels are inadequate, and Caldwell County does not seek a remedy under theories of product defect or failure to warn. Rather, the fulcrum of Caldwell County's allegations is that Defendants intentionally and negligently engaged in harmful, misleading drug promotion and advertising, as well as false commitments to reduce opioid diversion, in order to reap profits from an over-supply of opioid drugs. Defendants' conduct was a direct cause of the proliferation of these drugs, the source of massive profits realized by Defendants from the sale of opioids, and the economic harm for which Caldwell County seeks relief.

## IX. CAUSES OF ACTION

### **COUNT 1:** **PUBLIC NUISANCE**

447. Caldwell County repleads and incorporates by reference each of the allegations contained in the preceding paragraphs of this Petition as if fully set forth herein.

448. Defendants, individually and in concert with each other, intentionally, recklessly, or negligently created, perpetuated, and maintained a public nuisance in Caldwell County. Defendants intentionally, recklessly, or negligently unreasonably interfered with the public rights in Caldwell County.

449. Manufacturer Defendants, through their conduct, knowingly and wantonly directed and encouraged physicians in Caldwell County and surrounding communities to prescribe, and residents to use, highly addictive opioids for chronic pain; Manufacturer Defendants engaged in such conduct despite knowing that the use of these drugs came with a high risk of addiction and reduced quality of life.

450. Distributor Defendants knew or should have known that many of those opioid prescription orders were not for a valid medical purpose, but rather for diversionary purposes; yet, Distributor Defendants continued to distribute opioids in Caldwell County despite such knowledge. Through their unlawful production, promotion, marketing, and distribution of opioids in Caldwell County, Defendants have caused a condition that is harmful to the public health, safety, peace, comfort, and convenience of countless Caldwell County residents. Defendants' conduct has had far-reaching adverse effects on Caldwell County, with harm far outweighing any benefit.

451. Widespread opioid use resulting from Defendants' conduct has interfered, and continues to interfere, with the public rights of Caldwell County citizens. The Caldwell County community has suffered various injuries as a result of Defendants' unlawful conduct, including but not limited to:

- (a) Loss of life caused by overdose and addiction;
- (b) Addiction to and dependence on opioids;

- (c) Increased incidence of NAS in newborns, where children are born with addiction and withdrawal symptoms;
- (d) Diversion of opioids into secondary criminal markets, as Defendants' acts have knowingly caused an abundance of opioids to be available for non-medical and criminal use in Caldwell County;
- (e) Disruption of peace through increased crime. Law enforcement agencies have increasingly associated prescription drug addiction with violent crimes, and the opioid epidemic has prompted a growing trend of prostitution and property crimes including robbery and burglary;
- (f) Job loss, loss of custody of children, physical and mental health problems, homelessness, and incarceration, which results in instability in communities often already in economic crisis and contributes to increased demand on community services such as hospitals, courts, child services, treatment centers, and law enforcement;
- (g) Depletion of Caldwell County's financial resources.<sup>233</sup> Caldwell County has expended funds for: medical care, various treatments and programs for individuals suffering from opioid-related addiction or diseases—including overdose and death, treatment, counseling and rehabilitation services, treatment of infants with opioid-related medical conditions, and public safety relating to or resulting from the opioid epidemic.

452. Defendants' conduct is ongoing and has produced permanent or long-lasting effects that Defendants knew or should have known would affect a public right. Defendants' unlawful conduct has transpired over an extended period of time and continues to this day. It has caused death, serious injury, addiction, and a substantial interference with the public peace, order, and safety in Caldwell County.

453. The effects of Defendants' conduct have been so substantial and widespread, that the nuisance perpetuated by their conduct is now commonly referred to as an "epidemic" or "crisis" in the United States and in Caldwell County. Defendants knew or should have known their conduct would affect a public right. Defendants knew that opioids posed great risks for addiction, abuse, dependence, and

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<sup>233</sup> See *City of Cincinnati v. Beretta U.S.A. Corp.*, 768 N.E.2d 1136, 1141 (Ohio 2001) (plaintiff stated public nuisance claim by alleging that defendant firearm manufacturers knew or reasonably should have known that their marketing and distribution practices would cause handguns to be used and possessed illegally and that such conduct constitutes an ongoing public nuisance that has a detrimental effect on the public health, safety, and welfare of the residents).

diversion, but nonetheless produced, promoted, distributed, and marketed opioids for broad use in Caldwell County.

454. Defendants knew or should have known their conduct would produce permanent or long-lasting adverse effects on the Caldwell County community in the following ways:

- (a) On information and belief, Defendants promoted, distributed, and marketed outlandish quantities of opioids for use in Caldwell County;
- (b) Defendants promoted and enabled the wide use of opioids to treat chronic pain by committing the various acts described above and incorporated fully herein, including but not limited to: making countless misrepresentations and omissions regarding the uses, risks, and benefits of opioids through branded and unbranded marketing, as well as distorting scientific studies, tainting the sources of medical information that doctors and the public relied upon with misleading information in support of chronic opioid use;
- (c) Defendants made opioids readily available and present in Caldwell County for illegitimate use by supplying and distributing more opioids than could serve a therapeutic purpose;
- (d) Defendants knew or should have known opioids were inappropriate for treating chronic pain, and involved high risks of abuse, misuse, and diversion. Defendants knew or should have known there was limited or insufficient evidence to support the use of opioids to treat chronic pain, and were privy to long standing scientific evidence as well as clinical evidence that contradicted the notion;
- (e) Defendants knew or should have known that making mass quantities of opioids available for non-therapeutic or diversionary purposes would produce permanent or long-lasting effects on a public right, as the public health and safety would be directly jeopardized by such acts.

455. But for Defendants' conduct, opioid use in Caldwell County would not have become so widespread, nor would the tremendous public health crisis of opioid addiction exist. The health and safety of the residents of Caldwell County, including those who use, have used, or will use opioids, as well as those affected by opioid users, is a matter of great public interest and legitimate concern to Caldwell County residents.

456. At all times relevant hereto, it was foreseeable to Defendants that the burden of the opioid

crisis in Caldwell County resulting from their conduct would fall to Caldwell County; specifically, it was foreseeable that Caldwell County would sustain substantial damages as a local government entity required to provide public services to its residents.

457. Defendants' unlawful conduct described herein has substantially and unreasonably interfered with the public health, safety, and peace in Caldwell County, constituting a public nuisance under Texas common law. Pursuant to applicable Texas law and its inherent police powers, Caldwell County is entitled to abate the public nuisance and obtain damages occasioned by the public nuisance.

458. Defendants created or assisted in creating the opioid epidemic in Caldwell County, and Defendants are jointly and severally liable for its abatement. Caldwell County seeks to enjoin Defendants from creating, perpetuating, or maintain the above-described public nuisance in Caldwell County.

459. Moreover, Caldwell County seeks recovery for its own injuries flowing from the ongoing and persistent public nuisance, and actual damages including expenses for police, emergency, health, criminal justice, corrections, child services, treatment centers, outreach programs, ambulatory services and other County expenses directly and proximately caused by Defendants' conduct.

**COUNT 2:**  
**COMMON LAW NEGLIGENCE**

460. Caldwell County repleads and incorporates by reference each of the allegations contained in all other paragraphs of this Petition as if fully set forth herein.

461. Defendants owed Caldwell County a duty and breached that duty, which directly and proximately caused damages to Caldwell County. Thus, Defendants are liable to Caldwell County for common law negligence.

462. Each Defendant owes a duty to exercise reasonable care to Caldwell County.

463. Defendants are required to use ordinary care in the conduct of their business operations and in making representations and ascertaining the accuracy of information given to others, including the

County and its resident population.

464. Defendants herein owed a duty to Caldwell County, because injury to Caldwell County and its resident population was reasonably foreseeable based on Defendants' conduct, as were the injuries suffered.

465. Manufacturer Defendants have a duty to exercise reasonable care in marketing their opioids to physicians treating residents of Caldwell County and Caldwell County residents. As described above in language expressly incorporated herein, Manufacturer Defendants breached their duties owed to Caldwell County and its residents by committing several unreasonable acts, including but not limited to: falsely minimizing the risk of addiction, producing and disseminating misleading branded and unbranded literature touting the benefits of opioids, providing false and misleading information to patients, physicians and prescribers regarding the benefits and risks of opioids for chronic pain, deceptively marketing "abuse-deterrent" technology, and claiming that people with signs of "pseudoaddiction" just need more opioids.

466. Reasonably prudent drug manufacturers would know that aggressive marketing and promotion of highly addictive opioids for chronic pain treatment would result in the severe harms of over-prescription, misuse, diversion, addiction and dependence, and would foreseeably cause patients to seek increasing levels of opioids and turn to the illegal drug market as a result of addiction.

467. Distributor Defendants have a duty to exercise ordinary care in distributing opioids. As described above in language expressly incorporated herein, the Distributor Defendants breached their duty owed to Caldwell County and its residents by failing to prevent or reduce the distribution of opioids despite the existence of suspicion for diversionary purposes and routinely and knowingly filling shipments of opioids too large for any valid medical purpose.

468. Reasonably prudent wholesale drug distributors would have anticipated that their unfettered distribution of millions of prescription opioids would devastate the County's resident

community. As described above, wholesale distributors act as gatekeepers between manufacturer companies and the public, in order to control and regulate dangerous drugs like opioids. Distributor Defendants are well aware of the important role they play in maintaining a closed system for opioids, and reasonably should have anticipated the harms their actions described herein would cause. Nonetheless, the Distributor Defendants committed the unreasonable acts and omissions discussed herein, which posed an unreasonable risk of harm to others.

469. As a foreseeable and proximate result of Defendants' breach of their duties, Caldwell County citizens became addicted to opioid products, sustained opioid-related injuries and required medical care, rehabilitation, and related services provided by Caldwell County, causing Caldwell County to incur grossly excessive costs related to the diagnosis, treatment, and cure of addiction or risk of addiction to opioids, among other damages referenced throughout this Petition. But for Defendants' negligent acts and omissions, highly addictive opioids would not have saturated Caldwell County's community, causing widespread addiction, injury, and death.

461. In addition, Distributor Defendants are liable to Caldwell County under a theory of negligence supported by their violations of the Texas Controlled Substances Act ("TCSA").

462. Under the TCSA, Distributor Defendants have statutorily defined duties to maintain effective controls against diversion of prescription opioids into illegitimate medical, scientific, and industrial channels.

463. Distributor Defendants knowingly diverted to the unlawful use or benefit of another person controlled substances which Defendants had access to by virtue of their profession or employment in violation of Section 481.1285 of the TCSA, and knowingly distributed or delivered, controlled substances



under their direction and supervision with no valid medical purpose in violation of Section 481.128(a)(1) of the TCSA.<sup>234</sup>

466. Defendants' acts of supplying and distributing countless prescription opioid pills to treat chronic pain ailments and conditions without any valid medical purpose were therefore done in negligent violation of the TCSA.

467. Caldwell County has no knowledge of, nor reason to know of any excuse for Defendants' acts in violation of the TCSA; on information and belief, Defendants' acts in violation of the TCSA were committed without excuse.

468. Injuries suffered by Caldwell County and its residents were the proximate and foreseeable result of Defendants' acts or omissions in violation of the TCSA. Absent Distributor Defendants' acts of distributing and dispersing countless opioids into Caldwell County for no valid medical purpose, and knowingly diverting opioids to illegitimate channels, Caldwell County or its residents would not have suffered the injuries described herein. Defendants' acts fostered opioid abuse and addiction in Caldwell County's resident population, and Caldwell County incurred substantial injury and expense as a foreseeable result.

469. Accordingly, Caldwell County seeks to recover all legal and equitable relief permitted by law, including actual damages, exemplary damages, prejudgment and post judgment interest, and court costs.

### **COUNT 3:** **GROSS NEGLIGENCE**

470. Caldwell County repleads and incorporates by reference each of the allegations contained in all other paragraphs of this Petition as if fully set forth herein.

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<sup>234</sup> Tex. Health & Safety Code §§ 481.128(a)(1), 481.1285, & 481.071.

471. Defendants are liable to the County for common law gross negligence. Defendants acts and/or omissions, when viewed objectively from the actor's standpoint involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. Defendants had actual, subjective awareness of the risk involved, but nevertheless proceeded in conscious indifference to the rights, safety, or welfare of others.

472. When viewed from the Defendants' standpoint, their acts of falsely minimizing the risk of addiction, deceptively marketing opioids, and distributing opioids to Caldwell County in amounts far too large for any valid medical purpose, plainly involved an extremely high degree of risk, and posed substantial harm to Caldwell County and its residents. Defendants' conduct posed risks that were substantially likely to occur, because their acts where not supported by, and in fact were contrary to reliable scientific evidence.

473. Defendants' conduct posed potential harm of immense magnitude, as they sought to generate as much opioid use as possible, and potential harm was exponentially greater with increased opioid use. Far reaching harm could be anticipated as a result of the aggressive measures Defendants took to attain widespread acceptance and use of opioids for chronic pain, their sky-high sales goals, record sales, and the sheer volume of drugs they sought to supply and distribute.

474. As described above in language expressly incorporated herein, Defendants were well aware of the risks involved with their fraudulent and highly reprehensible conduct, yet proceeded with conscious indifference to the rights, safety, and welfare of those who would be affected, including the County and its resident population.

475. Caldwell County is entitled to recover exemplary damages for the harm resulting from the Defendants' gross negligence. At all relevant times, Defendants knew, or should have known, that their conduct would create an unreasonable risk of harm to others, including Caldwell County and its residents,

and should be held liable in punitive and exemplary damages to Caldwell County.

**COUNT 4:**  
**COMMON LAW FRAUD**

476. Caldwell County repleads and incorporates by reference each of the allegations contained in all other paragraphs of this Petition as if fully set forth herein.

477. Defendants made: (1) material misrepresentations, (2) which were false, (3) which were either known to be false when made or were asserted without knowledge of the truth, (4) which were intended to be acted upon, (5) which were relied upon, and (6) which caused injury. As described more fully herein, Defendants, individually and acting through their employees, agents, and third parties, and in concert with each other, fraudulently made deceptive, false, incomplete, misleading and untrue statements and representations to promote the sale and use of opioids. Defendants directly or indirectly communicated these misrepresentations to Caldwell County.

478. Defendants made numerous fraudulent misrepresentations and omissions regarding the use of opioids for chronic pain, including but not limited to:

- (a) Routinely misrepresenting the safety, risks, benefits and efficacy of long-term opioid use. Defendants systematically misrepresented that opioids were non-addictive and safe for long-term use at high dosages;
- (b) Making false or misleading representations to individual prescribers and patients about the risks and addictive nature of opioids. Defendants persuaded doctors and patients that opioids are not addictive drugs, that opioids are safe for long-term use, and that the compassionate treatment of pain required opioids;
- (c) Sponsoring the publication of false medical literature that stated prescription opioid addiction is rare. Defendants systematically communicated and made public the idea that opioid addiction is rare and limited to extreme cases of unauthorized dose escalations, or patients obtaining opioids unlawfully.
- (d) Minimizing and downplaying the risk of addiction in branded and unbranded marketing materials, including but not limited to: claiming the risk of addiction was low and unlikely to develop, and failing to disclose the greater likelihood of addiction with prolonged use of opioids;

- (e) Making false or misleading claims that opioid addiction is easily treated, including but not limited to: assuring physicians the risk of addiction for patients starting on opioids was minimal; claiming that in the rare instance where it occurred, addiction could be resolved through tapering; and concealing the increased difficulty of stopping opioids after long-term use;
- (f) Making false or misleading claims that opioid dosages could be increased indefinitely without added risks;
- (g) Making false or misleading claims that screening tools, urine tests, and patient agreements were effective tools that would prevent overuse of prescriptions and overdose deaths;
- (h) Making false or misleading claims that “bad apple patients” and not opioids, are to blame for the addiction crisis, and positing that once the “bad apple patients” are identified, doctors can freely prescribe without risk of addiction;
- (i) Making false or misleading claims that opioids are more effective than traditional or other pain killers for chronic pain, or that opioids are effective at all, and/or omitting material information showing that opioids are not more effective than other drugs or treatments for chronic pain;
- (j) Issuing false, inadequate, incomplete or misleading information concerning the risks and dangers associated with opioid use;
- (k) Knowingly omitting underlying facts and evidence about the risks and benefits of opioids that rendered Defendants’ assertions false and misleading;
- (l) Misrepresenting and omitting material facts regarding Defendants’ compliance with Texas law;
- (m) Making false or misleading claims regarding Defendants’ commitment to preventing diversion and monitoring the supply of opioids available to the public.

479. Defendants’ misrepresentations were material. A reasonable person would attach importance to, and be induced to act upon Defendants’ misrepresentations, because the misrepresentations concerned the safety and risks of using opioids for chronic pain and other purposes and would be an integral consideration made in deciding whether to use the drugs.

480. Defendants’ representations were false. As alleged above, Defendants’ statements regarding the uses, benefits, and risks of opioids, including their use to treat chronic pain, were not supported by, and/or were contrary to scientific evidence. In fact, Defendants’ statements were not

supported by their own internal product research.

481. On information and belief, at the time Defendants made their fraudulent representations, each Defendant knew the representations were false, or made the representations recklessly, as positive assertions, without knowledge of their truth.

482. Defendants knowingly made their false representations. Defendants were privy to information that directly contradicted their representations, including but not limited to, scientific evidence and their own research and knowledge. Defendants also obtained, and carefully followed information available from the government and elsewhere demonstrating rates of opioid use, addiction, injury and death. With this wealth of knowledge at their disposal, Defendants were well aware that their representations and omissions were false, misleading, and likely to deceive the public.

483. In the alternative, Defendants were, at minimum, willfully blind to the serious nature of the risks associated with the use of opioids, and recklessly made representations that lacked sufficient support.

484. Defendants made representations about the safety, risks, benefits, and efficacy of long-term opioid use as positive assertions of fact, even though they had no knowledge of their truth or accuracy. As described above and expressly incorporated herein, Defendants lacked reliable evidence to support their claims regarding the benefits of long-term opioid use, and many of their statements made through their branded and unbranded marketing were contrary to scientific evidence available to them.

485. Because Defendants made the representations described herein without any support or knowledge of their truth, their misrepresentations were, at a minimum, recklessly made.

486. Defendants' false representations were made with the intent that Caldwell County and its resident population would rely and act upon them.

487. As described herein, Defendants had access to and carefully followed data detailing

prescribing information for doctors. Defendants knew the rates at which opioids were being prescribed, what types of doctors were prescribing them, and what ailments the patients using opioids suffered from.

488. By making the misrepresentations discussed herein, Defendants intended to broaden the market for opioid use by seeking out and convincing more doctors to prescribe, and more patients to use, opioids, and to convince doctors and patients that opioids could be used more frequently and at higher dosages. Defendants intended to alleviate the County's concerns for public health and safety to sell more opioids.

489. By misrepresenting the risks, safety, benefits, and effectiveness of opioids, Defendants intended that, or had reason to expect that, Caldwell County and its residents would act on the representations and purchase and/or use more opioids. Additionally, by misrepresenting to the public that Defendants were monitoring excessive shipments and preventing diversion, Defendants intended for, or had reason to expect that, Caldwell County would rely on Defendants' pronounced monitoring due to Defendant's unique position and access to shipment information. Defendants intended, or had reason to expect, that the County would undertake the aftermath of an extreme overabundance of opioids available to the public—including through illicit channels. Defendants increased access to dangerous drugs and allowed for people to become addicted as they profited. As a result, the County and its residents relied and acted on Defendants' representations to their detriment and suffered substantial injury.

490. The County and its citizen consumers did not know, and did not have reason to know, that Defendants' representations were false and/or misleading, and justifiably relied on them. Defendants had sole access to material facts concerning the dangers and unreasonable risks associated with their opioids, and they concealed those facts.

491. As a direct and proximate result of Defendants' fraudulent representations and omissions about opioids, the County sustained injuries and damages as set forth throughout this Petition, including

without limitation payment for healthcare costs, medications, drug court costs, and other public services detailed herein.

492. Caldwell County seeks actual damages, including exemplary damages.

**COUNT 5:**  
**UNJUST ENRICHMENT**

493. Caldwell County repleads and incorporates by reference each of the allegations contained in all other paragraphs of this Petition as if fully set forth herein.

494. Defendants are liable for wrongfully securing a benefit and/or passively receiving a benefit for which it would be unconscionable to retain. Defendants obtained a substantial benefit from the County by fraud, duress, or the taking of an undue advantage. As a foreseeable consequence of their false, fraudulent, and reckless conduct set forth in this Petition, Defendants have profited and benefited from opioid purchases made by the County and its residents.

495. When Caldwell County and its residents purchased opioids, they trusted that Defendants had provided all necessary and accurate information regarding the risks and benefits of opioids and had not misrepresented or omitted any material facts regarding those risks and benefits. Instead, Defendants concealed and minimized known dangers and risks associated with opioids, misrepresented the benefits of opioid use, and distributed opioids even though, upon information and belief, there was suspicion for diversionary purposes.

496. Defendants took undue advantage and received a benefit because Caldwell County bore the costs resulting from Defendants' wrongful actions. Caldwell County had no choice and was effectively required to cover these costs to Defendants' benefit.

497. Defendants, through their wrongful conduct described above, have been unjustly enriched at the County's expense and Caldwell County is entitled to damages and restitution.

**COUNT 6:**  
**CIVIL CONSPIRACY**

498. Caldwell County repleads and incorporates by reference each of the allegations contained in all other paragraphs of this Petition as if fully set forth herein.

499. Defendants participated in a civil conspiracy in their unlawful marketing and distribution of opioids into Caldwell County. Defendants (1) sought to accomplish a lawful objective or course of action through unlawful means; (2) reached a meeting of the minds on the objective or course of action; (3) one or more unlawful, overt acts were taken in pursuance of the objective or course of action; and (4) damages occurred as a proximate result. Defendants entered into a conspiracy to engage in the wrongful acts complained of herein and intended to benefit jointly and independently from their enterprise.

500. At all relevant times, Defendants agreed and conspired to broaden the market for chronic opioid use by forcefully promoting and fostering an improper culture surrounding pain management. That is, the Manufacturing Defendants and Distributor Defendants coordinated their efforts and utilized front groups, Key Opinion Leaders, and their army of salesman to make self-serving misrepresentations and omissions regarding the risks and benefits of opioids under the color of authority and with an air of neutrality. The Manufacturing and Distributor Defendants did not work independently of each other in operating the drug supply chain. On the contrary, the aggressive expansion of opioids was an industry effort. Defendants worked arm in arm as a single harmonized unit to create and expand the market for opioids. Motivated by financial opportunities, Defendants committed the unlawful actions described more fully elsewhere in this Petition, including: developing and disseminating misleading medical and promotional information intended to convince the County and its citizens that opioids were safe and appropriate for a broader range of patients and uses, and distributing more opioid pills in Caldwell County and surrounding than could be used for a valid medical purpose.

501. Defendants had a meeting of the minds in their joint efforts to expand the market for opioid



use, as is apparent from their coordinated efforts to manufacture, produce, market, distribute, mutually profit off of, and deliver opioids for, among other reasons, the treatment of chronic pain. Defendants proceeded to market and sell their opioid product as part of this conspiracy.

502. The objective of Defendants' civil conspiracy is apparent from the conduct by which it was accomplished. In this regard, Defendants acted with malice, purposely, intentionally, unlawfully, and without a reasonable or lawful excuse.

503. On information and belief, each Defendant committed or caused to be committed, unlawful overt acts in furtherance of their objective of expanding the market for chronic opioid use. Defendants conspired to and did accomplish their objective of expanding the market for chronic opioid use through a series of unlawful acts and omissions. These actions were not mere parallel conduct, rather the Defendants actively concealed the activity of the other. Defendants did not act in their commercial interest when they failed to report their competitors unlawful acts. Defendants operated under an agreement to not report each other so they could all maintain their unlawful schemes and enormous profits.

504. Defendants' misleading and deceptive actions are ongoing and persistent. Defendants actions described herein were not isolated or infrequent occurrences or in response to a particular emergency that would reasonably be expected by a governmental unit such as the County. Throughout this Petition, the County describes how the Defendants' deceptive acts could not have been reasonably anticipated or avoided. Defendants' actions caused the County to expend resources that were not part of the ordinary or foreseeable costs of local government operation.

505. Defendants acted in concert to create a market for chronic opioid use, and ultimately profited from it. As alleged herein, the Manufacturer and Distributor Defendants created and perpetuated an environment in which opioid drugs were available in massive quantities and were subject to significant rates of diversion to illicit uses.

506. All Defendants named herein performed acts to further the conspiracy and are jointly and severally liable for the damages, costs, and expenses associated with their conduct.

507. Accordingly, Caldwell County seeks all legal and equitable relief allowed by law.

## **X. AGENCY AND RESPONDEAT SUPERIOR**

508. Whenever in this Petition it is alleged that any named Defendant did any act or omission, it is meant that the Defendant itself, or its agents, officers, servants, employees, or representatives did such act or omission for the benefit of the Defendant and that the act or omission was done with the authorization, ratification, control of said Defendant, or done in the normal routine, course and scope of the agency or employment of said Defendant or its agents, officers, servants, employees, or representatives.

## **XI. DAMAGES**

509. Caldwell County would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by the County.

510. For public nuisance, the County is entitled to injunctive relief to abate the nuisance maintained by Defendants, and recovery of actual and exemplary damages resulting from the nuisance.

511. For common law negligence and gross negligence the County is entitled to recover actual damages, exemplary damages, pre-judgment and post-judgment interest, and court costs.

512. For fraud and misrepresentation, the County is entitled to recover actual damages and exemplary damages for knowingly fraudulent and malicious representations, along with attorney's fees, interest, and court costs.

513. For civil conspiracy, the County is entitled to all legal and equitable relief as allowed by law.

514. For the prosecution and collection of this claim, the County was compelled to engage the

services of the attorneys whose names are subscribed to this pleading. Therefore, the County is entitled to recover a sum for the reasonable and necessary services of the County's attorneys in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

## **XII. RESERVATION OF RIGHTS**

515. Caldwell County reserves the right to prove the amount of damages at trial. The County reserves the right to amend its petition to add additional counts upon further discovery and as its investigation continues.

## **XIII. JURY DEMAND**

516. Caldwell County hereby requests that all causes of action alleged herein be tried before a jury consisting of citizens residing in Caldwell County, Texas. The County hereby tenders the appropriate fee.

## **XIV. REQUEST FOR DISCLOSURES**

517. Under Texas Rule of Civil Procedure 194, Caldwell County requests that Defendants disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

## **XV. PRAYER**

**WHEREFORE, PREMISES CONSIDERED**, Plaintiff, the County of Caldwell, prays that upon trial hereof, it have and recover:

- (a) compensatory damages in an amount sufficient to fairly and completely compensate it for all past and future damages;
- (b) abatement;
- (c) statutory damages and civil penalties where applicable;
- (d) punitive damages;
- (e) attorney's fees;
- (f) interest, costs, and disbursements; and,

(g) such further relief at law or in equity as this Court may deem just and appropriate.

Dated: November 4, 2019

Respectfully submitted,

**PHIPPS DEACON PURNELL PLLC**

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**CALDWELL COUNTY DISTRICT ATTORNEY'S  
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## **PUBLIC HEARING**

- Regarding a Proposed Game Room Ordinance
- Regarding the regulation of thru traffic on County Roads



**NOTICE OF PUBLIC HEARING**

**CALDWELL COUNTY COMMISSIONERS COURT  
GAME ROOM ORDINANCE**

Notice is hereby given of a public hearing to be held by the Caldwell County Commissioners Court at the Caldwell County Courthouse, 110 S. Main Street, Lockhart, Texas 78644 at 9:30 a.m. on December 10, 2019. The hearing is regarding a proposed Game Room Ordinance ("Ordinance") regulating the permitting, location and operation of game rooms located in unincorporated areas of Caldwell County, Texas.

All interested parties are invited to attend such public hearing to express their views with respect to the Ordinance. Questions or requests for a copy of the Ordinance or additional information may be directed to Fred Weber, Caldwell County Criminal District Attorney, 1703 S. Colorado Street, Box 5, Lockhart, Texas 78644; (512) 398-1811.

Persons who intend to appear at the hearing and express their views are invited to contact Fred Weber in writing in advance of the hearing. Any interested persons unable to attend the hearing may submit their views in writing to Fred Weber prior to the date of the scheduled for the hearing. Individuals who require a language interpreter should contact Fred Weber at (512) 398-1811 at least five days prior to the hearing date so that appropriate arrangements may be made. Personas que hablan español y requieren un interprete, favor de llamar a Fred Weber al siguiente numero (512) 398-1811 por lo menos cinco dias antes de la junta para hacer los preparativos apropiados.

This notice is published and the hearing is to be held in satisfaction of the requirements of Chapter 551 of the Texas Government Code.

Hoppy Haden  
County Judge

**Caldwell County Agenda Item Request Form**

To: All Elected Officials and Department Heads – Hand deliver or scan & email to [hopy.haden@co.caldwell.tx.us](mailto:hopy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/26/2019

Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

Regarding the regulation of thru traffic on County Roads

1. **Costs:**

Actual Cost or     Estimated Cost    \$ none

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	<u>Judge Haden</u>	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____

3. **Backup Materials:**     None     To Be Distributed    \_\_\_\_\_ total # of backup pages  
(including this page)

4.   
Signature of Court Member

11/12/2019  
Date

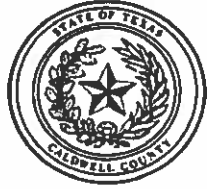


**Hoppy Haden**  
County Judge  
512 398-1808

**Angela Rawlinson**  
County Treasurer  
512 398-1800

**Barbara Gonzales**  
County Auditor  
512 398-1801

**Caldwell County Courthouse**  
110 South Main Street  
Lockhart, TX 78644  
Fax: 512 398-1828



**B.J. Westmoreland**  
Commissioner Precinct 1

**Barbara Shelton**  
Commissioner Precinct 2

**Edward "Ed" Theriot**  
Commissioner Precinct 3

**Joe Ivan Roland**  
Commissioner Precinct 4

**NOTICE OF PUBLIC HEARING**

**REGARDING THE REGULATION OF THRU TRAFFIC ON COUNTY ROADS**

A public hearing will be held on November 26, 2019 at 9:30 A.M. in the 2<sup>nd</sup> Floor Courtroom, Caldwell County Courthouse located at 110 S. Main Street, Lockhart, Texas concerning Caldwell County's regulation of traffic on the following Caldwell County Roads and or portions of the following Caldwell County Roads:

Calder Road  
Scheulke Road  
Skyline Road

New County Road 179 aka Barth Road from FM 672 to FM 1185  
New County Road 179 aka Homannville Trail from FM 1185 to Hwy 183  
New County Road 177 aka Williamson Road from Hwy 21 to Hwy 183

The proposed regulation would limit thru traffic on the above referenced roads or portions of roads for vehicles with five (5) axels or more.

## **AGENDA ACTION ITEMS**

- 8. Discussion/Action** regarding the burn ban.  
**Speaker: Judge Haden / Carine Chalfoun;**  
**Backup: None; Cost: None**

**9. Discussion/Action** to update Budget Amendment #3 for two (2) insurance check(s) relating to the vehicle repairs. **Speaker: Judge Haden; Backup: 6; Cost: Net Zero**

## Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to [hopy.haden@co.caldwell.tx.us](mailto:hopy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/26/2019

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

Updated to budget transfer / amendment for two (2) insurance check(s) relating to the vehicle repairs.

Budget Amendment #3

**1. Costs:**

Actual Cost or     Estimated Cost    \$ 0

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

Name	Representing	Title
_____		

(1) Judge Haden \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

**3. Backup Materials:**     None     To Be Distributed    0 total # of backup pages  
(including this page)

4.   
Signature of Court Member

11/26/2019  
Date



TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL-CLAIMS

CHECK DATE

CHECK NO

40336

10/31/2019

40336

VENDOR ID	VENDOR NAME	ACCOUNT NUMBER	
746001831-72	Caldwell County		
DATE	INVOICE NO.	DESCRIPTION	AMOUNT
10/31/2019	APD20197213-1	MVD-to Clm/Aty Damage to 2017 Ford Explorer VIN 386D of \$3,812.45 less \$250.00 deductible =	\$3812.45
10/31/2019	APD20197213-1	\$3,582.45 Deductible	\$-250.00

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES & FOIL HOLOGRAM



TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL-CLAIMS  
1210 SAN ANTONIO STREET  
AUSTIN, TX 78701  
(512) 478-8753

FROST BANK  
30-9/1140

40336

DATE 10/31/2019  
AMOUNT \$ 3,582.45

PAY THREE THOUSAND FIVE HUNDRED SIXTY-TWO AND 45 / 100 DOLLARS

TO THE ORDER OF:

Caldwell County  
110 S Main St Rm 201  
Lockhart, TX 78644-2701



VOID AFTER 180 DAYS

*Susan M. Rufford*  
*Lisa J. Green*

TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW

HEAT SENSITIVE RED INK DISAPPEARS WITH HEAT

⑈040336⑈ ⑆114000093⑆

591736914⑈

TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL-CLAIMS

40336

Caldwell County  
110 S Main St Rm 201  
Lockhart, TX 78644-2701

Date: 10/25/2019 10:02 AM  
 Estimate ID: 7519100192  
 Estimate Version: 0  
 Committed  
 Profile ID: \* PDA TX  
 Quote ID: 57187774

## Property Damage Appraisers (PDA AUSTIN)

P.O. Box 16493, Austin, TX 78760  
 (512) 264-3282  
 Fax: (866) 215-6388  
 Email: pdaaustin@pdaorg.net

\*Not An Authorization For repair\*  
 Read disclaimers following appraisal calculations.

Damage Assessed By: Carrie Jones  
 Classification: Field

Appraised For: Brittany Davis

Condition Code: Good  
 Date of Loss: 10/13/2019  
 Contact Date: 10/25/2019  
 Deductible: 250.00  
 File Number: 7519100192  
 Claim Number: APD20197213-1

Type of Loss: Comprehensive

Insured: Caldwell County  
 Owner: Caldwell County  
 Telephone: Work Phone: (512) 398-6777

Mitchell Service: 911800

Description: 2017 Ford Explorer Police Intercepto  
 Body Style: 4D Ut  
 VIN: 1FMSK8AR0HGB93860  
 Mileage: 42,441  
 OEM/ALT: A  
 Parts Profile: Austin  
 Color: WHITE  
 Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING, POWER BRAKE  
 CRUISE CONTROL, TILT STEERING COLUMN, FM RADIO, ANTI-LOCK BRAKE SYS.  
 SAFETY ROLLBAR, ALUM/ALLOY WHEELS, TIRE INFLATION/PRESSURE MONITOR, CD PLAYER  
 4WD OR AWD

Vehicle Production Date: 1/17  
 Drive Train: 3.7L Inj 6 Cyl AWD  
 License: 1364054 TX

Parts Profile Version: 2

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1		BDY	OVERHAUL	Frt Bumper Cover Assy			3.8 #
2	100731	BDY	REMOVE/REPLACE	Frt Bumper Cover	Remanufactured	478.00	INC #
3		REF	REFINISH	Frt Bumper Cover			C 2.8
4	101886	BDY	REMOVE/REPLACE	R Frt Bumper Grille	** QUAL REPL PART	109.00	INC #
5		BDY	REMOVE/INSTALL	Frt Bumper Cover			INC
6	100741	BDY	REMOVE/INSTALL	Frt Bumper License Plate Bracket	Existing		INC r
7	100710	BDY	REMOVE/REPLACE	Frt Bumper Valance Panel	** QUAL REPL PART	248.00	INC #
8	100711	BDY	REMOVE/REPLACE	Frt Ctr Bumper Moulding	Remanufactured	179.00	INC #
9		REF	REFINISH	Frt Ctr Bumper Moulding			C 1.2
<u>Grille</u>							
10	101501	BDY	REMOVE/INSTALL	Grille Assy			INC #
<u>Front Lamps</u>							
11	101504	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.3 #
12	100727	BDY	REMOVE/REPLACE	R Frt Combination Lamp	Remanufactured	807.00	1.1 #
13		BDY	CHECK/ADJUST	Headlamps			0.4
<u>Front Fender</u>							
14	101669	BDY	REMOVE/REPLACE	R Fender Liner	** QUAL REPL PART	78.00	INC
15	100090	BDY	REMOVE/REPLACE	R Fender Wheel Opening Mldg	** QUAL REPL PART	60.00	0.4 #
16	100097	BDY	REMOVE/REPLACE	R Fender Clip 6@0.95	** QUAL REPL PART	5.70	
<u>Windshield</u>							

ESTIMATE RECALL NUMBER: 10/25/2019 10:02:33 7519100192  
 Mitchell Data Version: OEM: OCT\_19\_V1016 Alternate Parts: 10/24/2019 11:29:23  
 Copyright (C) 1994 - 2019 Mitchell International  
 Software Version: 7.1.238 All Rights Reserved

Date: 10/25/2019 10:02 AM  
 Estimate ID: 7519100192  
 Estimate Version: 0  
 Committed Profile ID: \* PDA TX  
 Quote ID: 57187774  
 FBSZ 17618 C 58.57 0.7 #

17	100438	BDY	REMOVE/REPLACE	W/Shield Washer Reservoir		
					<u>Body Components</u>	
18	931111	BDY	REMOVE/REPLACE	Brush Guard	** QUAL REPL PART	650.00 * 1.5*
					<u>Additional Costs &amp; Materials</u>	
19	936012		ADD'L COST	Hazardous Waste Disposal		5.00 *
20	936014		ADD'L COST	Flex Additive		8.00 *
					<u>Additional Operations</u>	
21		REF	ADD'L OPR	Clear Coat		1.4
22	933003	REF	ADD'L OPR	Tint Color		0.5*
					<u>Additional Costs &amp; Materials</u>	
23			ADD'L COST	Paint/Materials		212.40 *

\* - Judgment Item  
 # - Labor Note Applies  
 \*\* QUAL REPL PART - Quality Replacement Parts  
 C - Included In Clear Coat Calc  
 r - CEG R&R Time Used For This Labor Operation

KENT AUTOMOTIVE  
 1666 E. TOURY AVE.  
 DES PLAINES  
 IL 60018  
 (888) 937-6368 (888) YES-KENT

KEYSTONE KEYSIQ  
 4851 HOMESTEAD RD. #148  
 HOUSTON  
 TX 77028  
 (281) 444-5559 (800) 480-8714

KEYSTONE KEYSIQ  
 17745 LOOKOUT RD.  
 SCHERTZ  
 TX 78154  
 (888) 416-5138 (210) 666-1190

16	** P91114	5.70	4	** FO1038175	109.00	2	** FO1000723R	478.00
			7	** FO1095261	248.00	8	** FO1095262R	179.00
			12	** FO2519132R	807.00	15	** FO1291130	60.00
			14	** FO1249178	78.00			

### Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary		
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals			Amount
Body	8.2	48.00	0.00	0.00	393.60 T	Taxable Parts		2,671.27
Refinish	5.9	48.00	0.00	0.00	283.20 T	Sales Tax	Ⓢ 8.250%	220.38
Taxable Labor					676.80	Total Replacement Parts Amount		2,891.65
Labor Summary					14.1			676.80
III. Additional Costs						IV. Adjustments		
Taxable Costs					Amount	Insurance Deductible		Amount
Sales Tax					Ⓢ 8.250%	Customer Responsibility		250.00-
Total Additional Costs					225.40			250.00-
					18.60			250.00-
Total Additional Costs					244.00			250.00-
Paint Material Method: Rates Init Rate = 36.00 , Init Max Hours = 89.9, Addl Rate = 0.00								
						I. Total Labor:		676.80
						II. Total Replacement Parts:		2,891.85
						III. Total Additional Costs:		244.00
						Gross Total:		3,812.45
						IV. Total Adjustments:		250.00-
						Net Total:		3,562.45



TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL-CLAIMS

CHECK DATE	CHECK NO.
10/22/2019	40196


40196

VENDOR ID	VENDOR NAME	ACCOUNT NUMBER	
746001831-72	Caldwell County		
DATE	INVOICE NO.	DESCRIPTION	AMOUNT
10/22/2019	APD20197214-1	MVD-to Ctm/Aty Repairs to a 2017 Ford Explorer, VIN 1FM5K8AR4HGB93859	\$2284.51
10/22/2019	APD20197214-1	Deductible	\$-250.00

*DPTY FCOIC*

40196

DOCUMENT INCLUDES VISIBL FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOR HOLOGRAM



**TEXAS ASSOCIATION OF COUNTIES**  
RISK MANAGEMENT POOL-CLAIMS  
1210 SAN ANTONIO STREET  
AUSTIN, TX 78701  
(512) 478-8753

FROST BANK  
30-9/1140

DATE: 10/22/2019      AMOUNT: \$ 2,014.51

PAY TWO THOUSAND FOURTEEN AND 51 / 100 DOLLARS

TO THE ORDER OF: Caldwell County  
110 S Main St Rm 201  
Lockhart, TX 78644-2701

VOID AFTER 180 DAYS  
*Susan M. Keelhart*  
*Lisa E. Green*

⑈040196⑈ ⑆114000093⑆ 591736914⑈

TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL-CLAIMS

40196

*001-6000-0950*  
*001-4300-5310*

Caldwell County  
110 S Main St Rm 201  
Lockhart, TX 78644-2701

**10. Discussion/Action** to adopt Resolution  
3-2020 regarding the voting Ballot for  
Candidates to the Caldwell County  
Appraisal District Board of Directors.  
**Speaker: Judge Haden; Backup: 3; Cost:  
None**

## Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to [hoppy.haden@co.caldwell.tx.us](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11-26-19

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to adopt Resolution 03-2020 regarding the voting ballot for candidates to the Caldwell County Appraisal District Board of Directors

**1. Costs:**

Actual Cost or     Estimated Cost    \$ None

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

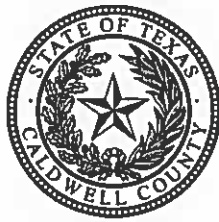
	Name	Representing	Title
(1)	Judge Haden		
(2)			
(3)			

**3. Backup Materials:**

None     To Be Distributed    3 total # of backup pages  
(including this page)

4.   
Signature of Court Member

Date 11/13/2019



**RESOLUTION  
NO. 03-2020**

**WHEREAS**, Caldwell County Commissioners Court met in a regular session on the 12<sup>th</sup> day of November, 2019; and

**WHEREAS**, it has come to the attention of the Caldwell County Commissioners Court that it is time to vote by written resolution for candidate(s) to the Caldwell County Appraisal District Board of Directors; and

**WHEREAS**, it is incumbent upon the Commissioners Court to see that the Appraisal District Board is comprised of dedicated individuals, and

**NOW THEREFORE, BE IT RESOLVED** by the Caldwell County Commissioners Court, that the following person(s) be nominated by Directors of the Caldwell County Appraisal District for the 2020-2021 term:

<b>Lisa Shell Allan</b>	_____
<b>Sally Daniel</b>	_____
<b>Kathy Haigler</b>	_____
<b>Nic Irwin</b>	_____
<b>John Matthews</b>	_____
<b>Alfredo Munoz</b>	_____
<b>Luz Riley</b>	_____
<b>Lee Rust</b>	_____
<b>Richard Salisbury</b>	_____
<b>Sonja Villalobos</b>	_____
<b>Total:</b>	<b><u>1,728</u></b>

**PASSED AND ADOPTED** on this the 26<sup>th</sup> day of November, 2019

\_\_\_\_\_  
Hoppy Haden, County Judge

\_\_\_\_\_  
B. J. Westmoreland, Commissioner, Precinct 1

\_\_\_\_\_  
Barbara Shelton, Commissioner, Precinct 2

\_\_\_\_\_  
Edward "Ed" Theriot, Commissioner, Precinct 3

\_\_\_\_\_  
Joe Ivan Roland, Commissioner, Precinct 4

ATTEST:

\_\_\_\_\_  
Teresa Rodriguez, County Clerk

**ELECTION OF BOARD OF DIRECTORS  
CALDWELL COUNTY APPRAISAL DISTRICT  
2020-2021 TERM**

<b>NOMINEE</b>	<b>NUMBER OF VOTES CAST</b>
Lisa Shell Allan	_____
Sally Daniel	_____
Kathy Haigler	_____
Nic Irwin	_____
John Matthews	_____
Alfredo Munoz	_____
Luz Riley	_____
Lee Rust	_____
Richard Salisbury	_____
Sonja Villalobos	_____

TAXING UNIT: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Presiding Officer Signature

**NUMBER OF VOTES FOR EACH TAXING UNIT**

Caldwell County-----	1728
City of Lockhart-----	453
City of Luling-----	123
City of Martindale-----	32
City of Mustang Ridge-----	13
City of Niederwald-----	2
City of San Marcos-----	15
City of Uhland-----	2
Lockhart ISD-----	1781
Luling ISD-----	425
Prairie Lea ISD-----	101
Hays ISD-----	47
Gonzales ISD-----	35
San Marcos ISD-----	215
Waelder ISD-----	25
Austin Comm. College-----	3
<b>TOTAL-----</b>	<b>5000</b>

**11. Discussion/Action** To ratify the execution of Resolution 06-2020 for the Texas Indigent Defense Commission.  
**Speaker: Judge Haden/ Dennis Engelke;**  
**Backup: 4; Cost: None**

**Caldwell County Agenda Item Request Form**

To: All Elected Officials and Department Heads – Hand deliver or scan & email to [hoppy.haden@co.caldwell.tx.us](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: November 26, 2019

**Type of Agenda Item**

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

Approve ratification of the Texas Indigent Defense Commission Resolution.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ 0

Is this cost included in the County Budget?    n/a

Is a Budget Amendment being proposed?    n/a

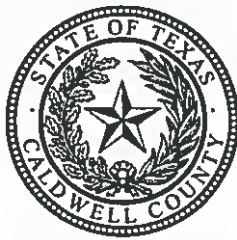
**2. Agenda Speakers:**

	<u>Name</u>	<u>Representing</u>	<u>Title</u>
(1)	Dennis Engelke		Grants Administrator
(2)	Hoppy Haden		County Judge
(3)			

3. Backup Materials:     None     To Be Distributed    4 total # of backup pages (including this page)

4.  \_\_\_\_\_  
Signature of Court Member

November 14, 2019  
Date



**RESOLUTION  
NO. 06-2020**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Caldwell County Commissioners Court has agreed that in the event of loss or misuse of the funds, Caldwell County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 14<sup>th</sup> day of November, 2019.

A handwritten signature in blue ink, appearing to read "Hoppy Haden", written over a horizontal line.

Hoppy Haden  
Caldwell County Judge

Attest:

A handwritten signature in blue ink, appearing to read "Teresa Rodriguez", written over a horizontal line.

Teresa Rodriguez  
County Clerk





## Dennis Engelke

---

**From:** Hoppy Haden <hoppy.haden@co.caldwell.tx.us>  
**Sent:** Wednesday, November 13, 2019 3:24 PM  
**To:** 'Dennis Engelke'  
**Subject:** FW: FY 2020 Formula Grant Reminder-DUE November 15th

Are you aware of this one?

---

**From:** Texas Indigent Defense Commission Business Services [mailto:indigentdefense@ppri.tamu.edu]  
**Sent:** Tuesday, November 12, 2019 4:24 PM  
**To:** Texas Indigent Defense Commission Business Services  
**Cc:** Heather Caspers  
**Subject:** FY 2020 Formula Grant Reminder-DUE November 15th

The 2020 Formula Grant Application is **DUE Friday, November 15<sup>th</sup>** on the TIDC Reporting website <http://tidc.tamu.edu>. Please apply for a Formula Grant as the Commission will not fund through direct disbursement.

### **To submit a 2020 Formula Grant Application:**

- Log in to the website- <http://tidc.tamu.edu>
  - Look in the upper left hand corner of the page to verify that your **County name** and **2020** appears in the drop down boxes.
- Click the link in the Left Hand column **“2020 County Name Application”**
- Verify the information in the application is correct and make updates as necessary.
- Click the **Submit** button at the bottom of the web page.
- Print out a resolution form to be signed. The link to a resolution document can be found on the application page, or once your application has been submitted, on the Confirmation page.
- Upload the signed resolution to the website on the application page, email a scanned PDF copy to [hcaspers24@ppri.tamu.edu](mailto:hcaspers24@ppri.tamu.edu) or fax the resolution toll free at 888-351-3485. You only need to complete one of these methods to submit a resolution.

A username and password are required to access the website. If you need any assistance, please contact Heather Caspers by email at [hcaspers24@ppri.tamu.edu](mailto:hcaspers24@ppri.tamu.edu) or by phone at 979-845-6754.

If you have any concerns about the Formula Grant process and your County's eligibility, please contact the Commission toll free at 866-499-0656. For technical assistance with the website, please contact Heather at 979-845-6754.

The Formula Grant Application confirmation page is shown below. You may use the Print button to print a copy of this for your records. (This text and the buttons should not appear on the printout if you print using the print button.) Use the Home button to return to your homepage.

Print	Resolution	Home
-------	------------	------

**2020 Caldwell County Formula Grant Program Application Confirmation**

County: Caldwell  
 Fiscal Year: 2020  
 Confirmation Number: 202002820191114  
 Projected Allocation: To Be Determined  
 County's FY01 Baseline: \$248,051.00  
 State Payee Identification number: 74-6001631  
 Division or unit within the county to administer the grant: County Judge  
 Official County Mailing Address: 110 S. Main, Room 201  
 Lockhart, TX 78644

The County Judge is **Hoppy Haden, Judge**.  
 The Financial Officer is the County Auditor, **Barbara A. Gonzales**.  
 The Local Administrative District Judge is **Richard Bruce Boyer**.  
 The Local Administrative Statutory County Court Judge is **Barbara Molina**.  
 The Chairman of the Juvenile Board is **Barbara Molina**.

Indigent Defense Plan Review Summary		
District Plan	County Plan	Juvenile Board Plan
Not Complete	Not Complete	Not Complete
The plans have been submitted and approved by the appropriate court officials. Review by the commission is pending.		

After printing out the Resolution and obtaining the appropriate signatures, you can upload the resolution from the link on the formula grant application page.

Resolution Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version

**12. Discussion/Action** To approve Resolution 07-2020 for SAVNS/VINE Maintenance Plan to ensure the viability of reliable and secure safety information network for crime victims. **Speaker: Judge Haden/Dennis Engelke; Backup: 6; Cost: None**

## Caldwell County Agenda Item Request Form

**To: All Elected Officials and Department Heads** – Hand deliver or scan & email to [hoppy.haden@co.caldwell.tx.us](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

**AGENDA DATE:** November 26, 2019

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action: Approval of the "SAVNS/VINE Maintenance Plan" to ensure the viability of a reliable and secure safety information network for crime victims.

**1. Costs:**

**Actual Cost** or     **Estimated Cost**    \$ 0

Is this cost included in the County Budget?    0

Is a Budget Amendment being proposed?    0

**2. Agenda Speakers:**

	<u>Name</u>	<u>Representing</u>	<u>Title</u>
(1)	Dennis Engelke		Grants Administrator
(2)	Hoppy Haden		County Judge
(3)			

**3. Backup Materials:**     None     To Be Distributed    6 total # of backup pages  
(including this page)

4.   
Signature of Court Member

November 13, 2019  
Date

Exhibit A



**RESOLUTION  
NO. 07-2020**

**WHEREAS**, Caldwell County Commissioners Court believes in averting circumstances which could lead to the harming of crime victims by their perpetrators, and

**WHEREAS**, Caldwell County has participated in the “Statewide Automated Notification Service” (SAVNS) and the “Victim Information Notification Everyday” (VINE) programs provided by the Office of Attorney General since September 1, 2010, and has been awarded an additional grant for FY2020, and

**WHEREAS**, the Caldwell County Sheriff’s Office has dedicated the staff and communications equipment to provide SAVNS/VINE access to crime victims registered in Caldwell County.

**NOW, THEREFORE BE IT RESOLVED**, that the Caldwell County Commissioners Court approves the proposed “SAVNS/VINE Maintenance Plan” to ensure the viability of a reliable and secure safety information network for crime victims.

**Passed this 26th day of November 2019.**

---

Hoppy Haden, County Judge

---

B. J. Westmoreland, Commissioner, Precinct 1

---

Barbara Shelton, Commissioner, Precinct 2

---

Edward “Ed” Theriot, Commissioner, Precinct 3

---

Joe Ivan Roland, Commissioner, Precinct 4

ATTEST:

---

Teresa Rodriguez, County Clerk

# **Caldwell County**

## **November 26, 2019**

### **SAVNS/VINE Maintenance Plan**

#### **PURPOSE**

This Procedure guides the operation and maintenance of the Caldwell County SAVNS/VINE system and is to be incorporated in official grant documents affecting the SAVNS/VINE System.

#### **BACKGROUND**

“SAVNS” is an acronym for Statewide Automated Victim Notification Service and is a statewide service that is funded through a legislative appropriation to the Office of the Attorney General. “VINE” is an acronym for Victim Information and Notification Everyday. SAVNS/VINE is a telephone service that allows victims to learn about the custody status and court proceedings involving an offender after booking into a county jail. Victims obtain free telephone and email notifications by registering through a toll-free number or the internet. The service is open to the **general public** and requires only that an individual provide an inmate’s full name or jail-assigned identification number to receive notifications. The toll-free SAVNS/VINE registration number is 877-TX4-VINE (877-894-8463). The web address to register via the internet is [www.vinelink.com](http://www.vinelink.com). VINELink can also be accessed through the Sheriff Office’s web site at [www.co.caldwell.tx.us](http://www.co.caldwell.tx.us). Information regarding the SAVNS/VINE service is also available via links on the Sheriff’s Office web site.

Caldwell County’s participation in SAVNS/VINE is made possible through a grant from the Office of the Attorney General (OAG), which funds the program statewide. The county contracts separately with the Office of the Attorney General and the program developer, Appriss, Inc. of Louisville, Ky., to implement maintain the program.

The Caldwell County Commissioner’s Court authorized participation in SAVNS/VINE on June 29, 2010. Following installation of the EDOC management and records management software that included a SAVNS/VINE component, SAVNS/VINE became operational September 1, 2010.

#### **MAINTENANCE PLAN (Jail only example)**

SAVNS/VINE implementation in Caldwell County required the acquisition of inmate data via EDOC. SAVNS/VINE is a subset of the Sheriff’s Office EDOC software program used by the Caldwell County Sheriff’s Office. The vendor (Appriss) has installed a SAVNS/VINE PC which is connected to their own dedicated analog telephone line. The SAVNS/VINE PC connects to the Appriss Call Center frequently, even if there is no data to send, to ensure that the communications path is available around the clock, 7 days a week.

The SAVNS/VINE PC is located in the Caldwell County Sheriff’s Office at 1204 Reed Drive in Lockhart, Texas.

There are procedures in place to ensure that any disruption of service is identified on a timely basis to minimize the impact to service. The Sheriff's Office, or designee, will notify the SAVNS/VINE Coordinator and/or the Appriss Operations Service Center, when there is to be any scheduled network downtime. Downtime includes backups, network upgrades, etc. that might impact the performance of the SAVNS/VINE system. Appriss may be notified of issues directly by Caldwell County Sheriff's Office personnel after hours or weekends, but always by email copy to the SAVNS/VINE Coordinator for follow up. This procedure is the same for any problems discovered by the Caldwell County Sheriff's Office personnel concerning the Appriss equipment; such as, hardware failure.

Offender custody data used by the SAVNS/VINE service is entered by the Sheriff's Office Corrections personnel. All arrested offenders accepted by the Caldwell County Jail go through a booking process prior to their detainment or to their release. Sheriff's Office Corrections personnel calculate the expected time of release and enter it on the individual's record. The offender has to be released completely from the System before physically leaving the Jail.

The Jail Booking phone is attached to an emergency power system. If a power failure occurred, a back up battery system would automatically come on and stay on until the emergency generator activated, at which time the battery system would shut down. The Battery System will last up to four (4) hours, but the Emergency Generator should come on in two minutes.

## **SYSTEM ACCESS**

SAVNS/VINE services are available to any person who calls the toll-free number and can supply an inmate name or I.D. number. Users can also register via the internet through VINELink at [www.vinelink.com](http://www.vinelink.com). An added feature of the SAVNS/VINE system is VINEWatch, a secure website designed to give criminal justice personnel and victim advocates the ability to register people for notification of changes in offender custody status and court events. This site is accessed through assigned User IDs and passwords. The program enables users to generate reports and track usage of the SAVNS/VINE service. Users also may add registrations, including anonymous registrations, for notification of inmate custody status.

The VINEWatch web site requires an approved user name and password. A limited number of users are allowed through Caldwell County's contracts with the Attorney General's Office and Appriss. The OAG SAVNS/VINE Program Manager is responsible for designating users and assigning access to features. The OAG SAVNS/VINE Program Manager will retain written records of those who have requested and obtained access, and will be the contact for all VINEWatch inquiries.

## **SYSTEM TESTING & PROGRAMMATIC REPORTING**

The Texas Attorney General's Office requires testing of the SAVNS/VINE system to ensure functionality and accuracy. As a grantee, Caldwell County is obligated to perform these system tests and to promptly report problems to Appriss, and to the appropriate County Department.

These tests will be conducted and documented by the SAVNS/VINE Coordinator and in her/his absence, by a designated representative of the Sheriff's Office.

The SAVNS/VINE Coordinator will report any problems, or discrepancies, noted as a result of testing the SAVNS/VINE service to the Texas Customer Account Representative or to the Appriss Operations Center. The SAVNS/VINE Coordinator maintains a SAVNS/VINE Activity Log that includes the recording of all problems noted with the system, to whom the problem was referred, and when the problem was resolved. The same process is followed for any problems reported to the SAVNS/VINE Coordinator by users of the SAVNS/VINE Service, VINELink or VINEWatch.

The SAVNS/VINE Coordinator in turn will report any problems reported by Appriss that may be County related to the appropriate department.

## **SYSTEM MAINTENANCE**

The IT Department is responsible for reporting any SAVNS/VINE system hardware or software problems that are observed by Operators or the Server Group. This observation is accomplished by visual inspection of the SAVNS/VINE PC and or via messages from the network operating system software.

The Caldwell County Sheriff's Office staff will promptly notify the SAVNS/VINE coordinator of equipment problems, scheduled shut-downs, etc. The SAVNS/VINE coordinator in turn will notify the Caldwell County Sheriff's Office contact of system problems either discovered by the coordinator or called in by others.

The SAVNS/VINE coordinator and/or the Caldwell County Sheriff's Office will notify Appriss when operations or maintenance issues cannot be resolved at the County level. The SAVNS/VINE coordinator will document Appriss' efforts to resolve such problems.

## **SUPPRESSION OF INFORMATION**

The Caldwell County Sheriff's Office may from time to time suppress notification messages on the whereabouts or release of certain inmates. Suppression will be accomplished by the SAVNS/VINE Coordinator through the Emergency Override Line (EOL) after receipt of a signed request from the Sheriff or Chief Deputy explaining the need for suppression. A record of such requests will be maintained by the SAVNS/VINE coordinator.

## **CONTRACTS, PAYMENT & REIMBURSEMENT PROCESS**

The Designated SAVNS Grant Contact receives the contract paperwork from the OAG and a contract from Appriss. Once a contract is received, it is placed on the County Commissioner's Court schedule for approval. When the contract is approved, the distribution is as follows: (a) **State Contract** – one original is returned to the OAG and the County retains the other original (b) **Appriss Contract** – one original to the OAG, one to Appriss and one to the County Clerk.

The invoice from Appriss is received by the County Auditor or Treasurer, where it is submitted for permission to pay it. Verification that a Budget has been set up and the appropriate cost center is being used for the payment. The Authorized Official or their Designee then signs the invoice for payment. A Purchase Order number is obtained and then submitted to Accounts Payable as a priority so that the check is sent by certified mail to Appriss.



The process that the Auditor's Office proceeds with for reimbursement from the Office of the Attorney General is as follows:

Detailed expenditure reports are requested to verify if there is a payment made to Appriss, the certified vendor. A copy of the check issued and the corresponding documents to justify the payments are necessary to request for expenditure reimbursements

An invoice is submitted to the Office of the Attorney General within 20 days following the end of the month that a reimbursable expenditure was incurred. The County may submit a make-up claim as a final close-out invoice not later than the earliest of forty-five (45) calendar days after termination. The invoice form submitted must be in compliance with the OAG invoicing requirements.

Each invoice presented must include the OAG's contract number. The invoice must identify Caldwell County's Texas Vendor Identification Number (VIN), a description of the expense, and a notation that the requested reimbursement is in regards to the SAVNS Grant. The OAG is under no obligation to reimburse County if supporting documentation is not provided in a timely basis.

The invoice must be submitted to:

Financial Manager - Grants Administration Division  
Office of the Attorney General  
Mail Code: 005  
P.O. Box 12548  
Austin, TX 78711 – 2548

The County may make a written request to the OAG to be placed on Direct Deposit Status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the DD deposit is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will continue providing the County with copies of the reimbursement.

## **MISCELLANEOUS & CONTACT INFORMATION**

All parties to the SAVNS/VINE program in Caldwell County may have copies of current contracts, appendices, SAVNS/VINE Maintenance Plan and program personnel contact information. Copies are available from those Departments and SAVNS/VINE coordinator.

**13. Discussion/Action** to approve  
Statewide Automated Victim Notification  
Service (SAVNS) Service Agreement.  
**Speaker: Judge Haden/Dennis Engelke;**  
**Backup: 16; Cost: None**



**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE  
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

**Contract No. 20192044900-325-01**

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts. ("Participating Entities")

WHEREAS OAG solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. in response to the Request for Offer (RFO) for SAVNS, **RFO #302-19-SAVNS, dated March 11, 2019;**

WHEREAS OAG has certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement") a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between Caldwell County, Texas ("Named Entity") as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract ("Contract") individually as "Party" or collectively as "Parties." The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

**SECTION 1: CONTRACT TERM.** This Contract shall commence on September 1, 2019 or on the date the final signature is affixed hereto, whichever is later ("Effective Date") and shall terminate on August 31, 2020. ("Initial Term"). This Contract may be renewed for four (4) additional one (1) year renewal terms (each a "Renewal Term"), only to the extent the OAG Certification Contract, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State's fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Contract, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the "Term" of the Agreement.

**SECTION 2: CONTRACT DOCUMENTS.**

Vendor and Named Entity agree to be bound by the provisions contained in the following documents ("Incorporated Documents"), which describe the required performances in more detail and are incorporated by reference herein in their entirety in descending order of precedence:

1. Special Provisions and Negotiated Terms ("Special Provisions") attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
5. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda ("RFO"), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.
6. Vendor written response to submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference ("Vendor Response")

however the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

### **SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.**

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the “Scope of Work” or “SOW”) which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 (“Project”).

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the “Participating Entity Services”):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: “Classic VINE” and “Enhanced VINE.” Appriss has been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Appriss’s long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to [www.vinelink.com](http://www.vinelink.com). They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) **“VINE Software”** means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts as outlined in Section 3.2(d) and pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

#### **Named Entity Participating Entities**

County Jail [Yes] | District Court [Yes] | County Court [No]

**3.3 Ownership of Vendor Intellectual Property: Licenses.** Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the “Intellectual Property”) in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG’s internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

#### **SECTION 4: SCHEDULE**

**4.1 Time is of the Essence.** Time is of the essence in rendering of Participating Entity Services required by this Contract.

**4.2 Performance Schedule.** The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties (“Schedule”) which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

#### **SECTION 5: COMPENSATION AND INVOICING**

**5.1 Payments for Services Rendered.** The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index (“Agreed Pricing Index”) incorporated herein as Exhibit B and pursuant to the terms of this Contract.

**5.2 Recurring Fees.** The Parties stipulate and agree that the Named Entity’s total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor’s duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed \$4,654.72 per calendar quarter. (“Quarterly Fee”).

**5.3 Invoicing.** The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

**5.4 Invoice Submission.** Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor’s performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.

5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

## **SECTION 6: ADDITIONAL SERVICES**

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

## **SECTION 7: PERFORMANCE REPORTING AND REMEDIES**

### **7.1 Performance Reports.**

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

## **SECTION 8: WARRANTIES**

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.



## SECTION 9: DATA PROTECTION AND INFORMATION SECURITY

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) “Authorized Employees” shall mean Vendor’s employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) “Authorized Persons” shall mean (i) Authorized Employees; and (ii) Vendor’s contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) “Named Entity Protected Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) “Personal Identifiable Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) “Named Entity’s Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) “Security Breach” means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(f) “Sensitive Personal Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by

all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
  - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
  - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
  - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

(b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013 ,Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

#### 9.4 Security Breach Procedures.

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: (512) 359-4686 and by e-mailing Named Entity with a read receipt at dennis.cogelke@co.caldwell.tx.us and with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter; and

- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnitee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents. Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

## **SECTION 10: CONFIDENTIALITY**

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named

Entity will make a determination whether to submit a Public Information Act request to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

10.3 Vendor's Responsibilities. Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

10.4 Exclusions. Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

## SECTION 11: TERMINATION

11.1 Termination by Vendor. Vendor may terminate this Contract in Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

11.2 Termination by Named Entity.

(a) *For Cause.* Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) *Non-appropriations.* Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In

the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 **Effect of Termination.** Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 11 (“Confidentiality”) shall survive the termination of this Contract.

## **SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES**

12.1 **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 **Indemnification.** In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY’S USE OF ANY DELIVERABLE





14.4 Successors and Assigns. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like shall be considered an assignment for these purposes.

14.5 Dispute Resolution. [Intentionally left blank].

14.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Caldwell County, Texas.

14.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

14.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

14.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Signature Page Follows]

**Appriss Inc. BY:**

Joshua P. Bruner  
Signature

11/4/2019  
Date

Joshua P. Bruner  
Name

EVP Operations & GM Victim Services & Programs  
Title

**Named Entity BY:**

Happy Haden  
Signature  
Happy Haden  
Name

11/26/19  
Date  
Caldwell County Judge  
Title

**EXHIBITS TO THIS CONTRACT:**

*EXHIBIT A - Executed OAG Certification Agreement*

*EXHIBIT B - Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference*

*EXHIBIT C - Vendor's List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference*

**14. Discussion/Action** to approve the submission of a “Central Texas 2020 Census Get-Out-The-Count Grant Application” of \$20,000. **Speaker: Judge Haden/ Dennis Engelke; Backup: 10; Cost: None**

## Caldwell County Agenda Item Request Form

**To: All Elected Officials and Department Heads** – Hand deliver or scan & email to [hoppy.haden@co.caldwell.tx.us](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

**AGENDA DATE:** November 26, 2019

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action: Approval of submission of a "Central Texas 2020 Census Get-Out-The-Count Grant Application" of \$20,000.

**1. Costs:**

**Actual Cost** or     **Estimated Cost**    \$ 0

Is this cost included in the County Budget?    0

Is a Budget Amendment being proposed?    0

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	Dennis Engelke		Grants Administrator
(2)	Hoppy Haden		County Judge
(3)			

**3. Backup Materials:**     None     To Be Distributed    10 total # of backup pages  
(including this page)

4.   
\_\_\_\_\_  
Signature of Court Member

November 21, 2019  
\_\_\_\_\_  
Date

# Central Texas 2020 Census Get-Out-The-Count Grant Application

United Way for Greater

Austin seeks to award up to 30 one-time project grants of \$5,000 to \$20,000 each to qualified grassroots community organizations or service providers and local Complete County Committees to conduct get-out-the-count efforts for the 2020 Census targeting hard-to-count communities in five Central Texas counties (Bastrop, Caldwell, Hays, Travis, and Williamson). With support from funding partners, United Way ATX will award a minimum of \$300,000 for this work. Details on this grant opportunity can be found here: <http://www.unitedwayaustin.org/census2020> All RFP-related documents and templates can be found here: <https://drive.google.com/open?id=1spnP0-bs464pUCrm7aqvVqKHnBjmBsxm>

## Organization Information

**Organization/CCC Name \***

Caldwell County 2020 Census Complete County Committee (CCCCC)

**Address \***

110 South Main St. (PO Box 98)

**City \***

Lockhart

**County \***

USA

**Zip Code \***

78644

**Main Phone Number \***

(512)398-1809

**Web Address**

[www.co.caldwell.tx.us](http://www.co.caldwell.tx.us)

## Fiscal Agent

Grantees must be nonprofits or government entities to receive funding. If your organization is not a nonprofit or government entity, please identify your fiscal agent as the entity receiving this grant funding below. If you are a nonprofit or government entity, please list the legal name of your organization.

**Fiduciary Entity \***

Name of entity or fiscal agent receiving the grant funds.

**Federal Tax ID Number \***

Of the entity or fiscal agent receiving the grant funds.

## Contact Information

**CEO/Executive Director/President Name \*****CEO/Executive Director/President Title \*****CEO/Executive Director/President Email Address \*****CEO/Executive Director/President Phone Number \*****Application Contact Name**

If different from above

**Application Contact Title****Application Contact Email Address****Application Contact Phone Number**

## Proposal Basics

**Application Category \***

Category II: Complete Count Committees ▼

**County(ies) Served \***

Select all that apply

Caldwell ✕ ▼

**HTC Population(s) Targeted \***

Select all that apply

Racial/ethnic minori... ✕ Low inco... ✕ Other (provide justification in narrativ... ✕ ▼

**HTC Other**

If selected "Other" in drop down above.

Veterans/Veteran-Spouse Survivors, Rural unincorporated area

**CCC Coordination \***

Are you applying on behalf of a CCC in one of the five target communities? Or have you already been in contact with your local CCC about coordinating efforts?

Yes ▼

**Amount Requested \***

Amount requested cannot exceed \$20,000. Organizations with a capacity to scale will indicate this at the end of this application.

\$20,000

**Number Served \***

Number of individuals you anticipate you will reach with this funding.

18,400

**Project Start Date \***

11/12/2019 📅

**Project End Date \***

07/03/2020 📅

## Proposal Narrative

### 1. HTC Community(ies) and Demonstrated Experience \*

Provide an overview of the HTC population(s) you will serve and detail your history with and capacity to serve this population(s) in this community. Include the number of individuals you intend to reach with this work. For CCCs, if you intend to subgrant, include these details for intended partners. 500 word limit.

Caldwell County has an estimated population of 43,247. Approximately 23,000 people reside in unincorporated areas. Of the 8 Census tracts (25 Block Groups) in Caldwell County, 5 Census Tracts and (21 Block Groups) are designated low-to-moderate income (LMI). Incidents of isolation and remote access to services, including internet connectivity describe symptoms of hard-to-count populations. The CCCCC will prepare and execute Census completion announcements and assistance activities throughout March-June 2019 to encourage the general public to complete the Census. However, we will target specific targets -- LMI, veterans and St John Colony. There are 3,900 veterans and 300 veteran-spouse survivors in the County. The LMI sector represents the largest target sector of individuals of 18,000 who are most likely to receive some form of assistance from programs who's funding is determined by the Census count. St. John Colony is a community established in 1873 by freed slaves. The approximate population of 200 people are descendants of slave families.

### 2. Strategy and Activities \*

Outline your approach to reaching your targeted HTC population(s) and the activities you will undertake. Include supporting information/rationale for your selected strategies and activities. Provide details on how you will ensure the work is done in a culturally relevant manner and takes into account target population(s) needs such as language, literacy level, transportation, child care needs, computer/mobile access, etc. 500 word limit.

Since its inception on 11/12/19, the CCCCC has begun the solicitation of members who represent an inclusive composition of: LMI, gender balance, faith-based entities, city/county government leaders, civic/business/corporate representatives, veterans, elderly, education and media sectors, and minority communities. The search is ongoing but the CCCCC partners will be selected and in place in time for the CCCCC training conducted by the Census Bureau staff on December 18, 2019. The list of proposed activities include: Census Day (April 1) big events, the printing of bilingual material for distribution, purchase of street banners, hosting of community-block parties, participation in fairs, parades, carnivals and festivals, utility bill messaging, placement of media activities, engagement of social media resources, purchase of iPads for canvassing during No Response Follow Up (NRFU) events and other activities yet to be determined (by the CCCCC members).



**3. Funding and Collaboration \***

Outline secured and prospective funding sources for this work and detail all key collaborations necessary for success. Please note that grassroots organizations and service providers are asked if they have already been in contact with their local CCC about coordination. 300 word limit

**4. Budget Narrative \***

Brief description of purpose of items included in project budget and percentage of your overall GOTC budget. 300 word limit

Being that the CCCCC is a new venture, the United Way of Greater Austin will be a timely significant kick-off of our evolution and outreach strategies. Additional funding opportunities will be pursued, including other grants.

**Capacity to Scale \***

Do you have the capacity to reach more individuals in HTC communities with a larger grant?

Yes

**Number at Scale**

If yes, how many people could you reach with a grant of \$50,000?

30,000

## Attachment Uploads

- Key Staff • Key Partners (if applicable) • Project Timeline • Project Budget (use provided template: <https://drive.google.com/open?id=1i2CsX-mw6eG5Kloblk9C8XDvtSQZqi66>)
- IRS determination letter or tax-exempt status • Current operating budget
- Most recent income statement and balance sheet • Recent W9

**File Attachments**

Drag and drop files here or browse files

## Assurances

By typing your name below, you assure your organization: • Demonstrates prior community engagement/organizing experience with the HTC population(s) targeted in the proposal. • Is led, staffed or guided by individuals, reflecting the race, ethnicity and culture of the communities being served. • Showcases a history or demonstrated ability to reach and engage members from your communities. • Accepts the terms of the United Way ATX Grant Agreement. • Has operated as a registered nonprofit organization for one year prior to application submission and have an official letter of determination of 501c3 status from the Internal Revenue Service OR as a County Complete County Committee housed in a government entity. • Has sufficient resources to undertake the proposed work within the grant term. • Is not be delinquent on any state or federal debt. • Shares United Way ATX's view of collaborative and inclusive service to the entire community, without excluding anyone on the basis of race, color, religion, gender, ethnicity, national origin, age, disability, sexual orientation, or any other factor not relevant to a person's eligibility for service or ability to contribute. • Agrees to coordinate your efforts (as appropriate) with other Census outreach efforts in the region, including your local CCC, and participate in regular coordinating calls with United Way ATX. • Agrees to update their information in the 2-1-1 data system on a regular basis, if appropriate.

Signature \* 

Send me a copy of my responses

2020 Census

Organization Name: **Caldwell County 2020 Censusu CCC**

Budget Period: Start

Project Title: **"They Can County on Me"**

Budget Period: End

**Revenue**

**Expenses**

Total Project Revenue	Project Revenue	%
United Way ATX Request	\$ 20,000	100%
Other Foundation Grants		
Government Grants		
Individual & Corporate Support		
Other		
<b>Total Revenue</b>	<b>\$ 20,000</b>	<b>100%</b>

Budgeted Expenses	Total Project Budget	%
Salaries/Wages		
Benefits and Taxes		
Meetings/Events	\$ 7,000	35%
Outreach Materials	\$ 3,000	15%
Travel/Mileage		
Subawards/Contracts	\$ 5,000	25%
Supplies	\$ 5,000	25%
Other		
Indirects (max. 10%)		
<b>Total Expenses</b>	<b>\$ 20,000</b>	<b>100%</b>

Notes: Maximum request for United Way ATX funds (cell M20) is \$20,000. If requesting funding for salaries/wages, complete the Salaries/Wages worksheet as well.

## **CALDWELL COUNTY 2020 CENSUS COMPLETE COUNT COMMITTEE KEY STAFF**

### **DENNIS ENGELKE**

Dennis is currently Caldwell County Grants Administrator. He is a native of Caldwell County and has extensive experience in rural development and economic development programs. He was on the staff of Governor Dolph Briscoe assigned to the Rural Development sector of the Texas Department of Housing and Community Affairs. He completed more than 36 years of service in the rural electric cooperative industry where he directed member services, youth programs and rural development projects. He served as President of the Texas Rural Development Council, Texas Rural Leadership Program and Partners for Rural America where he facilitated three rural development reports to Congress. Dennis has earned a Bachelor of Science Degree in Agricultural Education and a Master of Agriculture Degree both from Texas A&M University. He completed the Economic Development Institute of the University of Oklahoma and grant proposal writing training at The Grantsmanship Center of Los Angeles.

### **HOPPY HADEN**

Hoppy is currently Caldwell County Judge and former County Commissioner for Caldwell County. Mr. Haden owns and operates Clear Creek, Inc. Construction, Farm and Ranch and Environmental Services. Clear Creek is a diversified company that specializes in General Contracting for new construction and remodeling for both commercial and residential projects, environmental consulting, specializing in storm water compliance, waste management, and permitting. Judge Haden is a Licensed Contractor and Certified Professional in Erosion and Sediment Control. He has worked as a Laboratory Director for the Guadalupe-Blanco River Authority and Laboratory Program Manager at the Lower Colorado River Authority. Judge Haden attended Austin Community College and Texas Tech University. He has earned a degree in Physical Science. He is professionally affiliated with: Texas Association of Counties, Board of Directors of the Lockhart Chamber of Commerce, a CAPCOG Executive Director and the Caldwell County Elections Board.

### **AL DOS SANTOS, PH.D**

Dr. Dos Santos is an Executive Administrative Officer with extensive experience as both an academic administrator and public sector administrator. His scope of responsibilities included oversight of all hiring processes, human capital analysis, compliance, organizational development, research, governance and strategic planning. He has earned a Doctorate Degree in Higher Education Administration from the University of Phoenix and a Masters of Business Administration Finance and Bachelor of Business Administration, both from Texas A&M University at Corpus Christi. Dr. Dos Santos currently serves as the Caldwell County Veterans Services Officer. His professional affiliations include: American Legion Post #41 Texas Commander, Texas Veterans Commission Advisory Board, Veterans Administration Accredited Veteran Service Representative and Board Member of the Palonia Water Corporation in Lockhart. Previous employment experience includes: Texas Department of Disability and Aging, Pickle Research Campus – University of Texas and Texas Parks and Wildlife.

# **CALDWELL COUNTY COMPLETE COUNTY COMMITTEE (CCCCC) TIMELINE**

## **November 12**

- The Caldwell County Complete County Committee is established by Commissioners Court Resolution.

## **November 12-December 13**

- Solicit CCCCC members
- Caldwell County Appraisal District prepare Census tract maps

## **December 18**

- Conduct CCCCC training by District Census Bureau representative
- Establish subcommittees
- CCCCC identify targeted audiences
- Develop mini-grant strategy for CCCCC partners/communities

## **January**

- Determine supplies, materials and personnel needs for CCCCC Campaign
- Meet with CCCCC to identify community/county events in which Census completion can be promoted or direct assistance can be provided to clients
- Secure business/corporation sponsors who will engage in Campaign activities
- Confirm media campaign engagement for late February rollout announcing and urging Census completion assistance; including social media resources

## **February**

- Promote Census campaign at civic clubs, school PTAs/PTOs, senior centers, veteran/military organizations, city councils, St. John Colony, faith-based entities
- Engage utility bill messaging encouraging Census completion resources
- Suggest CCCCC partners coordinate block parties, "Census Parties", "Census Night/Day" events, promote Census activities at fairs, carnivals or other community festivals

## **March**

- Newspaper campaign rollout
- Place street banners in Lockhart, Luling and Martindale and other selected unincorporated areas
- Continue on-going public relations activities
- Evaluate progress and prepare a report to United Way of Greater Austin
- CCCCC partners meet to assess progress and revise campaign tactics going forward

## **April**

- Execute major Census completion events throughout the County in honor of "Census Day—April 1"
- CCCCC partners meet to assess progress and consider initiating No Response Follow Up (NRFU) activities

## **May**

- Continue NRFU activities
- CCCCC partners meet to evaluate progress

## **June**

- Continue NRFU activities

## **July**

- CCCCC partners meet and determine "best/worst" tactics
- Prepare and submit final report to United Way of Greater Austin

**15. Discussion/Action** to consider adopting a county ordinance which would regulate thru traffic on Schuelke Road, Calder Road, Skyline Road, New County Road 179 aka Barth Road from FM 672 to FM 1185, New County Road 179 aka Homannville Trail from FM 1185 to Hwy 183 and New County Road 177 aka Williamson Road from Hwy 21 to Hwy 183 for vehicles with 5 or more axles;  
**Speaker: Commissioner Theriot / Judge Haden; Backup: None; Cost: None**

## Caldwell County Agenda Item Request Form

**To: All Elected Officials and Department Heads** – Hand deliver or scan & email to [hoppy.haden@co.caldwell.tx.us](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

**AGENDA DATE:** 11-26-19

### Type of Agenda Item

- Consent    Discussion/Action    Executive Session    Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to consider adopting a county ordinance which would regulate thru traffic on Schuelke Road, Calder Road, Skyline Road, New County Road 179 aka Barth Road from FM 672 to FM 1185, New County Road 179 aka Homannville Trail from FM 1185 to Hwy 183 and New County Road 177 aka Williamson Road from Hwy 21 to Hwy 183 for vehicles with 5 or more axles

**1. Costs:**

Actual Cost or    Estimated Cost   \$ None

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

Name	Representing	Title
_____		

(1) Commissioner Theriot

(2) Judge Haden

(3) \_\_\_\_\_

**3. Backup Materials:**

None    To Be Distributed   1 total # of backup pages  
(including this page)

4.  \_\_\_\_\_  
**Signature of Court Member**

\_\_\_\_\_ 11/21/2019 \_\_\_\_\_  
**Date**

## **16. EXECUTIVE SESSION**

Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project AI. Possible action may follow in open court. **Cost: TBD; Speaker: Judge Haden; Backup: None**



**Caldwell County Agenda Item Request Form**

To: **All Elected Officials and Department Heads** – Hand deliver or scan & email to [hoppy.haden@co.caldwell.tx.us](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us) . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11.26.2019

**Type of Agenda Item**

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

EXECUTIVE SESSION    pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project AI. Possible action may follow in open court.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ \_\_\_\_\_

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	Judge Haden		
(2)			
(3)			

**3. Backup Materials:**     None     To Be Distributed    \_\_\_\_\_ total # of backup pages (including this page)

4.   
Signature of Court Member

Date 11/21/2019

## 17. Adjournment.

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information. [www.co.caldwell.tx.us](http://www.co.caldwell.tx.us)