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Attorneys for Non-party Accredo Health Group, Inc and Non-party Verity Solutions Group, Inc.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company),

Plaintiffs,

Civil No. 1:25-cv-00230-SASP-WRP

NON-PARTY ACCREDO HEALTH GROUP, INC.'S AND NON-PARTY VERITY SOLUTIONS GROUP, INC.'S MOTION FOR LEAVE TO SEAL AND REDACT INFORMATION FOR USE AT TRIAL; EXHIBITS "A"-"F"; CERTIFICATE OF SERVICE

Judge: Hon. Shanlyn A.S. Park

v.

ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAI'I,

Defendant.

NON-PARTY ACCREDO HEALTH GROUP, INC.'S AND NON-PARTY VERITY SOLUTIONS GROUP, INC.'S MOTION FOR LEAVE TO SEAL AND REDACT INFORMATION FOR USE AT TRIAL

Pursuant to LR5.2 of the Local Rules of Practice for the United States District Court of the District of Hawaii, Non-Parties Accredo Health Group, Inc. ("Accredo") and Verity Solutions Group, Inc. ("Verity") respectfully move for leave to seal and redact information for use at trial.

INTRODUCTION

Accredo and Verity are non-parties in this lawsuit, currently set for a non-jury trial beginning November 16, 2026. One month before trial, Plaintiffs notified Accredo and Verity of their intention to use Accredo and Verity's Confidential and Attorneys' Eyes Only documents and information at trial. Specifically, Plaintiffs seek to use the following at trial:

(1) the Declaration of Accredo's Senior Director of Product Management executed on May 28, 2026 ("Accredo Declaration");

(2) certain redacted and unredacted 340B Contract Pharmacy Services Agreements between Accredo and Covered Entities in the State of Hawaii ("Hawaii Agreements");

(3) the deposition of Verity's corporate representative taken in *Abbvie Inc., et al. v. Lynn Fitch, in her official capacity as the Attorney General of the State of Mississippi*, Case No. 1:24-cv-00184-HSO-BWR (S.D. Miss.) (the "Verity Deposition");[1]

(4) exhibits to the Verity Deposition that include unredacted copies of Verity's agreements with Covered Entities in Mississippi ("Mississippi Agreements"); and

(5) the Declaration of the 340B Regulatory Director of Verity Solutions Group, Inc. executed on July 9, 2026 ("Verity Declaration"). *See* October 16, 2026 Notifications from Plaintiffs, attached hereto as Exhibit A.

The Accredo Declaration, Hawaii Agreements, Verity Deposition, and Mississippi Agreements contain commercially sensitive information and pricing trade secrets related to non-parties.[2] *See* Declaration of A. Bowling ("Bowling Decl."), at ¶¶ 6-9, 12, 15-17, attached hereto as Exhibit B and Declaration of K. Pirtle ("Pirtle Decl."), at ¶¶ 4-9, attached hereto as Exhibit C. Given the extremely

[1] Plaintiffs have agreed to withdraw the designations of 55:12-17 and 6:22-7:2 within the Verity Deposition.

[2] Pursuant to LR5.2 of the Local Rules of Practice for the United States District Court of the District of Hawaii, copies of the proposed sealed matters will be submitted to the Court.

commercially sensitive information, Accredo and Verity provided this information conditioned on the information being protected by a protective order providing the highest level of protection available, including Attorneys' Eyes Only protection for most of the information provided. Plaintiffs' attempt to use this sensitive information that has dubious relevance to the drug manufacturer's constitutional challenge to a Hawaii state law eviscerates the confidentiality protections that Accredo and Verity conditioned on their production.

Thus, Accredo and Verity respectfully request that the Court seal the Accredo Declaration, Hawaii Agreements, Verity Deposition, and Mississippi Agreements and order Plaintiffs to redact the specific pricing information from those documents before using them at trial. Further, Verity requests that the Court seal the Verity Deposition and prohibit the parties from unnecessarily playing or reading the Verity Deposition in open court.

Alternatively, if this Court is inclined to permit the use of unredacted pricing information and the Verity Deposition in court, Accredo and Verity request that any such testimony and information be heard *in camera* and only by those permitted to receive Attorneys' Eyes Only information under the Protective Order.

BACKGROUND

On or about April 1, 2026, Plaintiffs served Accredo a Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil

Action ("Accredo Subpoena for Records") and a Subpoena to Testify at a Deposition in a Civil Action (the "Accredo Deposition Subpoena") (collectively the "Accredo Subpoenas"). *See* April 1, 2026 Subpoenas to Accredo, attached hereto as Exhibit D. Similarly, on or about April 1, 2026, Plaintiffs served Verity a Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action ("Verity Subpoena for Records") and a Subpoena to Testify at a Deposition in a Civil Action (the "Verity Deposition Subpoena") (collectively the "Verity Subpoenas"). *See* April 1, 2026 Subpoenas to Verity, attached hereto as Exhibit E.

From the outset, Accredo and Verity objected to the Subpoenas and advised Plaintiffs that their policies, practices, financial records, and reports are highly confidential and represent trade secrets. *See* April 22, 2026 Response Letters on behalf of Accredo and Verity, attached hereto as Exhibit F. After meeting and conferring with Plaintiffs, Accredo and Verity agreed to produce the agreements with Attorneys' Eyes Only designations and pricing terms redacted. In lieu of a deposition, Accredo agreed to produce the Accredo Declaration, which is also designated Attorneys' Eyes Only and sets forth the lowest and highest ranges in Dispensing Fees for Pharmacy Services in the Hawaii Agreements. *See* Bowling Decl. ¶¶ 13-14. Additionally, in lieu of a deposition, Verity agreed to produce the Verity Declaration, the Verity Deposition, and the Mississippi Agreements. *See*

Pirtle Decl. ¶ 4. The Verity Deposition contains both Confidential and Attorneys' Eyes Only designations, and the Mississippi Agreements are designated Attorneys' Eyes Only. *Id.*

During third-party discovery, Plaintiffs also served subpoenas on various Covered Entities that contract with Accredo and related entities. Upon information and belief, certain Covered Entities produced unredacted copies of Hawaii Agreements designated Attorneys' Eyes Only to Plaintiffs, and Plaintiffs intend to use the unredacted Hawaii Agreements at trial. Specifically, Plaintiffs intend to use the following unredacted Hawaii Agreements at trial: (1) the Agreement between ESI Pharmacies and The Queen's Health Center ("Queens Agreement"); (2) the Agreement between Accredo and Pali Momi Medical Center and its amendment ("Pali Momi Agreement"); and (3) the Agreement between Accredo and Straub Clinic & Hospital and its amendments ("Straub Agreement"). Bowling Decl. ¶ 11.

Under the Protective Order (Dkt. 108), information designated Attorneys' Eyes Only can only be disclosed to: the receiving party's counsel of record and outside counsel and employees of counsel; experts, investigators, and consultants employed or contracted by the parties or counsel for the parties to assist in the preparation and trial of this proceeding, to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound;" copy or imaging services retained by counsel; during depositions, witnesses in the action to

whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound;" and parties associated with *Pharmaceutical Research & Manufacturers of America v. Lopez* (D. Haw. 1:25- cv-00292-SASP-KJM). Doc. 108 at § 8.2. The Protective Order permits parties and non-parties to challenge Confidential and Attorneys' Eyes Only designations. To date, Plaintiffs have not challenged any of Accredo or Verity's designations.

On October 16, 2026, Plaintiffs notified Accredo and Verity that they intended to use certain Confidential and Attorneys' Eyes Only information at trial. *See* Ex. A. However, because such information is designated Confidential and Attorneys' Eyes Only and Plaintiffs have never challenged those designations, the information should only be used under seal. Further, the Accredo Declaration, Hawaii Agreements, and Mississippi Agreements contain trade secret pricing information that should be redacted for purposes of trial. *See* Bowling Decl. ¶¶ 7-9, 12, 14-17; Pirtle Decl. ¶¶ 5-9.

Additionally, on October 26, 2026, Plaintiffs informed Verity that it intended to play the Verity Deposition in open court, despite the Verity Deposition containing designations of Confidential and Attorneys' Eyes Only. Plaintiffs have not challenged such designations in this case, and therefore the Verity Deposition should be prohibited from being played or read in open court.

In the alternative, if this Court is inclined to allow such unredacted pricing information and the Verity Deposition at trial, Accredo respectfully requests that the Court hear the Verity Deposition and testimony relating to Accredo and Verity's specific pricing information *in camera* and permit only those individuals authorized to view Attorneys' Eyes Only documents to be present for such testimony.

ARGUMENT

A court may seal records presented at trial when it finds "a compelling reason and articulate[s] the factual basis for its ruling …" *Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1096 (9th Cir. 2016) (quoting *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006)); *see also Microsoft Corp. v. Motorola, Inc.*, No. C10-1823JLR, 2012 WL 5476846, at *1 (W.D. Wash. Nov. 12, 2012). While courts recognize a general right to inspect and copy judicial records and documents, this right is not absolute. *Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 598 (1978). In *Nixon,* the Supreme Court recognized such access to documents may be denied when the files contain business information that might harm competitive standing. *Id*.

District courts within the Ninth Circuit have found that the potential harm from public disclosure of a business's trade secrets or confidential financial and pricing information is a compelling reason to seal such information at trial. *See Hoard v. Cap. One*, N.A., No. 24-CV-1133 JLS (VET), 2026 WL 74177, at *2 (S.D.

Cal. Jan. 9, 2026) (granting plaintiffs' request to seal documents containing the defendant's sensitive data that could be "leveraged by [Defendant]'s competitors and vendors to gain unfair advantages in emulating, competing against, and negotiating with [Defendant] in the future."); *Intuit Inc. v. HRB Tax Grp., Inc.*, No. 5:24-CV-00253-BLF, 2024 WL 4314190, at *2 (N.D. Cal. Sept. 25, 2024) (sealing deposition transcript excerpts that contained the plaintiff's "pricing and test-pricing practices and strategies."); *Lawson v. Grubhub, Inc.*, No. 15-CV-05128-JSC, 2017 WL 2951608, at *9 (N.D. Cal. July 10, 2017); *Apple, Inc. v. Samsung Elecs. Co.*, No. 11-CV-01846-LHK, 2013 WL 3855529, at *2 (N.D. Cal. July 24, 2013) ("'[P]ricing terms, royalty rates, and guaranteed minimum payment terms' clearly fall within the definition of 'trade secrets' for purposes of sealing motions."); *Hi-Tech Rockfall Const., Inc. v. Cnty. of Maui*, No. CV08-00081DAE-LEK, 2009 WL 2700276, at *2 (D. Haw. Aug. 25, 2009) (bidding information, "such as pricing, budgets, costs, equipment and the like are trade secrets or other confidential commercial information"); *Brady v. Delta Energy & Commc'ns, Inc.,* No. 5:21-CV-01843-FWS-SHK, 2024 WL 4869169, at *2 (C.D. Cal. Feb. 12, 2024) (sealing confidential investment term sheets and promissory notes).

Further, while the parties seeking to seal items have the burden of proof, "the burden is less demanding on non-parties." *F.T.C. v. OSF Healthcare Sys.*, No. 11 C 50344, 2012 WL 1144620, at *1 (N.D. Ill. Apr. 5, 2012); *see also Glob. Material*

Techs., Inc. v. Dazheng Metal Fibre Co., 133 F. Supp. 3d 1079, 1088–89 (N.D. Ill. 2015) (relaxing the good-cause standard for a non-party defending its confidentiality designations because non-party organizations are "limited in their ability to control the manner in which parties use their confidential commercial documents.").

Here, compelling reasons exist to seal the Accredo Declaration, Hawaii Agreements, and Mississippi Agreements and to redact the pricing information before those documents are used at trial. Specifically, the Accredo Declaration identifies the lowest and highest Dispensing Fees for Pharmacy Services in the Hawaii Agreements. Bowling Decl. ¶ 14. Additionally, the Hawaii Agreements and Mississippi Agreements contain unredacted dollar amounts for Dispensing Fees, subscription fees, and other administrative fees negotiated between the Covered Entities and Accredo, ESI Pharmacies, or Verity. Bowling Decl. ¶¶ 7-8, 11-12; Pirtle Decl. ¶ 5. These pricing terms are the direct result of contested and individualized trade secret negotiations among sophisticated parties. Bowling Decl. ¶ 7; Pirtle Decl. ¶ 5. Because these pricing terms are competitively sensitive and confidential trade secrets, the underlying Hawaii Agreements and Mississippi Agreements prohibit disclosure of those terms to anyone other than the parties to the respective agreements, except in extremely limited circumstances. Bowling Decl. ¶¶ 8, 12; Pirtle Decl. ¶¶ 5-9.

Additionally, compelling reasons exist to seal the Verity Deposition, which discusses the terms and conditions of the Mississippi Agreements. As set forth in the Mississippi Agreements, the terms and conditions of the Mississippi Agreements constitute Confidential Information and shall not be disclosed to a third party except as otherwise permitted by the agreements. Pirtle Decl. ¶ 6. Verity would be harmed if the terms and conditions of its agreements were shared in open court. Pirtle Decl. ¶¶ 7, 9.[3]

Furthermore, if publicly disclosed, the terms could be leveraged by competitors and vendors "to gain unfair advantages in emulating, competing against, and negotiating" with Accredo in the future, as the district court contemplated in *Hoard*. *See Hoard*, 2026 WL 74177, at *2. As acknowledged by the Hawaii Agreements, such disclosure of confidential, proprietary trade secret information may therefore result in irreparable harm and damages.

Finally, pricing terms within the Mississippi Agreements are entirely irrelevant for purposes of trial and should be redacted for this reason alone. The specific dollar amounts negotiated between Verity and Covered Entities in an entirely different state have no tendency to prove or disprove the constitutionality of

[3] On the other side of the ledger, AbbVie's supposed need to show a video deposition from another case in Mississippi in open court is questionable at best. If the deposition testimony is probative at all to this Hawaii constitutional challenge, the Court can review the transcript (or video) at its convenience instead of during a bench trial.

a Hawaii state law. Nevertheless, Plaintiffs still intend to use these highly confidential and competitively sensitive pricing terms at trial in Hawaii. This is absurd.

CONCLUSION

Accredo Health Group, Inc. and Verity Solutions Group, Inc. respectfully request that this Court enter an Order (1) granting Accredo and Verity's Motion for Leave; (2) sealing the Accredo Declaration, Hawaii Agreements, Verity Deposition, and Mississippi Agreements for use at trial; (3) ordering Plaintiffs to redact specific dollar amount pricing information set forth in Paragraph 6 of the Accredo Declaration, the Hawaii Agreements, and the Mississippi Agreements before using such information at trial; and (4) prohibiting the Verity Deposition from being played or read in open court.

Alternatively, if the Court permits Plaintiffs to use unredacted confidential pricing information at trial and the Verity Deposition in court, Accredo and Verity request that this Court enter an Order providing that the Accredo Declaration, Hawaii Agreements, Mississippi Agreements, and Verity Deposition may be viewed only *in camera* and that only individuals permitted to view Attorneys' Eyes Only information under the Protective Order (Doc. 108) may be present for related testimony.

COMPLIANCE WITH LOCAL RULE 7.8

This motion is made following the conference of counsel for Non-Parties Accredo and Verity, Plaintiffs, and Defendant pursuant to LR7.8 which took place on October 26, 2026.

DATE: Honolulu, Hawaii, October 28, 2026

/s/ Jerold T. Matayoshi
JEROLD T. MATAYOSHI
DARA S. NAKAGAWA

Attorneys for Non-party
Accredo Health Group, Inc
and Non-party Verity Solutions Group, Inc.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **Non-Party Accredo Health Group, Inc.'s and Non-Party Verity Solutions Group, Inc.'s Motion for Leave to Seal and Redact Information from Trial; the Declaration of Andrew Bowling; the Declaration of Kim Pirtle; and Exhibit Nos. A-F** were electronically filed with the Clerk of the Court via the Court's CM/ECF system, which sent notification of such filing to all counsel of record by electronic means.

DATE: Honolulu, Hawaii, October 28, 2026

/s/ Jerold T. Matayoshi
JEROLD T. MATAYOSHI
DARA S. NAKAGAWA

Attorneys for Non-party
Accredo Health Group, Inc
and Non-party Verity Solutions Group, Inc.

Exhibit A

From: Meredith Pohl <MPohl@kslaw.com>
Sent: Friday, October 16, 2026 10:07 PM
To: Mullen, Mary Kate <marykate.mullen@huschblackwell.com>
Cc: Han, Christopher T <christopher.t.han@hawaii.gov>; Black, Claire Wong <claire.black@dentons.com>; *MOwen@gibsondunn.com <mowen@gibsondunn.com>; Bell, Nick <nbell@gibsondunn.com>; Hulce, Megan <mhulce@gibsondunn.com>
Subject: AbbVie et al. v. Lopez - Notification of Intent to Use Material Subject to Protective Order At Trial

[EXTERNAL EMAIL]
Counsel,

Pursuant to the pretrial schedule stipulated by the parties and adopted by the Court in *AbbVie Inc. v. Lopez*, 1:25-cv-230 (D. Hawaii), AbbVie provides notice that it intends to use materials at trial that your client has designated confidential and/or attorneys eyes only under the protective order entered in this case, Dkt. 108. Please see the attached for a listing of these materials.

Under the pretrial schedule stipulated by the parties and adopted by the Court, Dkt. 148, 160, it is your client's burden to file a motion to seal by October 28, 2026. The pretrial schedule and the Court's order adopting the pretrial schedule are attached for your convenience.

Thanks,
Meredith

Meredith Pohl
Partner

T: +1 202 626 9553 | M: +1 202 294 2931 | mpohl@kslaw.com | Bio | vCard

King & Spalding LLP
1700 Pennsylvania Avenue, NW
Suite 900
Washington, D.C. 20006

kslaw.com

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From: Meredith Pohl <MPohl@kslaw.com>
Sent: Friday, October 16, 2026 10:18 PM
To: Mullen, Mary Kate <MaryKate.Mullen@huschblackwell.com>
Cc: Han, Christopher T <christopher.t.han@hawaii.gov>; Black, Claire Wong <claire.black@dentons.com>; *MOwen@gibsondunn.com <mowen@gibsondunn.com>; Bell, Nick <nbell@gibsondunn.com>; Hulce, Megan <mhulce@gibsondunn.com>
Subject: AbbVie et al. v. Lopez - Notification of Intent to Use Material Subject to Protective Order At Trial

[EXTERNAL EMAIL]
Counsel,

Pursuant to the pretrial schedule stipulated by the parties and adopted by the Court in *AbbVie Inc. v. Lopez*, 1:25-cv-230 (D. Hawaii), AbbVie provides notice that it intends to use materials at trial that your client has designated confidential and/or attorneys eyes only under the protective order entered in this case, Dkt. 108. Please see the attached for a listing of these materials.

Under the pretrial schedule stipulated by the parties and adopted by the Court, Dkt. 148, 160, it is your client's burden to file a motion to seal by October 28, 2026. The pretrial schedule and the Court's order adopting the pretrial schedule are attached for your convenience.

Thanks,
Meredith

Meredith Pohl
Partner

T: +1 202 626 9553 | M: +1 202 294 2931 | mpohl@kslaw.com | Bio | vCard

King & Spalding LLP
1700 Pennsylvania Avenue, NW
Suite 900
Washington, D.C. 20006

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Exhibit B

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company),

Plaintiffs,

v.

ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAI'I,

Defendant.

Civil No. 1:25-cv-00230-SASP-WRP

DECLARATION OF ANDREW BOWLING IN SUPPORT OF NON-PARTY ACCREDO HEALTH GROUP, INC.'S AND NON-PARTY VERITY SOLUTIONS GROUP, INC.'S MOTION FOR LEAVE TO SEAL AND REDACT INFORMATION FOR USE AT TRIAL

Judge: Hon. Shanlyn A.S. Park

I, Andrew Bowling, hereby declare and state as follows:

1. I am over the age of eighteen, of sound mind, and am competent to testify. I have personal knowledge of the facts and information contained herein.

2. I make this declaration in support of Non-Party Accredo Health Group, Inc.'s ("Accredo") and Non-Party Verity Solutions Group, Inc.'s Motion for Leave to Seal and Redact Information for Use at Trial.

3. I am the Senior Director of Product Management for Accredo. I have been in this position for one year and came to Accredo in 2017. I have personal knowledge based on my work and experience for Accredo.

4. The information contained in this declaration is derived from my personal knowledge and is based on my employment and experience at Accredo. By reason of my position at Accredo, I am authorized and qualified to make this declaration.

5. Accredo is a specialty pharmacy that offers specialized pharmacy care for patients diagnosed with certain chronic illnesses. Express Scripts Pharmacy, Inc., ESI Mail Pharmacy Services, Inc., MAH Pharmacy, LLC d/b/a Evernorth, and EnGuide Pharmacy ("ESI Pharmacies") offer pharmacy home delivery for patients with certain illnesses.

The Hawaii Agreements

6. In my capacity as Senior Director of Product Management, I am familiar with the 340B Contract Pharmacy Services Agreements entered into by Accredo and/or the ESI Pharmacies and Covered Entities in the State of Hawaii ("Hawaii Agreements"). Such Covered Entities are defined in Section 340B of the Public Health Service Act, 42 U.S.C. § 256b.

7. The Hawaii Agreements are often lengthy and contain numerous provisions, including dispensing fees ("pricing terms") for pharmacy services to

which Covered Entities have agreed. The pricing terms in these contracts are highly confidential and competitively sensitive because they are the result of contested and individualized negotiations among sophisticated parties, and are the core of Accredo and ESI Pharmacies' business relating to the 340B Drug Pricing Program. Therefore, the parties to those agreements protect the terms from disclosure to others who are not parties to these agreements.

8. Specifically, the Hawaii Agreements contain robust Confidentiality provisions, expressly acknowledging that the pricing terms and rate information within the agreements constitute Confidential Information that shall not be disclosed to any third party except as otherwise permitted by the agreements.

9. Additionally, the Hawaii Agreements acknowledge that public disclosure of Confidential Information, including pricing and rate information, may result in irreparable harm and damage for which money damages would not provide an adequate remedy.

10. Accredo produced redacted Hawaii Agreements to Plaintiffs in the above-captioned action.

11. However, I understand that Plaintiffs have notified certain Covered Entities that Plaintiffs intend to use unredacted Hawaii Agreements at trial. Specifically, I understand Plaintiffs intend to use the following unredacted Hawaii Agreements at trial: (1) Agreement between ESI Pharmacies and The Queen's

Health Center ("Queens Agreement"); (2) Agreement between Accredo and Pali Momi Medical Center and Accredo and amendment ("Pali Momi Agreement"); and (3) Agreement between Accredo and Straub Clinic & Hospital and amendments ("Straub Agreement").

12. The Queens Agreement, Pali Momi Agreement, and Straub Agreement consider their terms to be confidential and prohibit the disclosure of those terms to anyone other than the parties to those agreements except for extremely limited circumstances that I understand do not currently exist. The Queens Agreement, Pali Momi Agreement, and Straub Agreement acknowledge that disclosure of the agreement to third parties may result in irreparable injury and damages. They seek to hold violators responsible for damages that may result from a violation of this confidentiality obligation, thereby putting the Covered Entities, Accredo, and the ESI Pharmacies in precarious positions if they are forced to publicly disclose the agreements or portions of their terms absent sufficient protections.

The May 28, 2026 Declaration

13. On May 28, 2026, I executed a Declaration relating to the Hawaii Agreements ("Accredo Declaration").

14. Paragraph 6 of the Accredo Declaration includes the lowest and highest ranges of Dispensing Fees for Pharmacy Services[1] set forth in the 340B Contract

[1] "Dispensing Fee" is a defined term set forth in the Hawaii Agreements.

Pharmacy Services Agreements between Accredo and Covered Entities in the State of Hawaii ("Hawaii Agreements").

Confidentiality of Pricing Terms

15. Given the highly competitive nature of the pharmacy industry and the number of competitors, disclosure of confidential terms of contracts within the Hawaii Agreements and Accredo Declaration would destroy the value of this confidential information. Revealing confidential and proprietary information including pricing terms would harm the business interests of Accredo, the ESI Pharmacies, Hawaii Covered Entities, and potentially others, and permit competitors to learn and utilize the contract parties' sensitive and confidential information for their benefit, which would cause detriment to those parties and cause them to lose their competitive advantage.

16. As a result of the import placed on continued confidentiality of the Hawaii Agreements, Accredo and the ESI Pharmacies take significant steps to protect this information from unauthorized use or disclosure. The pricing information contained in the contracts and Accredo Declaration are deemed proprietary and confidential and are not readily accessible or ascertainable from public sources absent improper disclosure. Access to the Queens Agreement, Pali Momi Agreement, and Straub Agreement are limited to only those within the organization who need to access it and can be limited further to only certain portions

of the Queens Agreement, Pali Momi Agreement, and Straub Agreement where needed. Accredo and the ESI Pharmacies' employees are also required to abide by a company confidentiality policy.

17. Accredo and the ESI Pharmacies would be foreseeably harmed if their competitors, or counterparties, were aware of the pricing terms within the Hawaii Agreements and Accredo Declaration as described above. This disclosure would make public the accumulated expertise that is the result of Accredo and ESI Pharmacies' years of operating in the market.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on October 28, 2026, in St. Louis, Missouri.

Signed by:
Andrew Bowling
289D6A10EC06405...

Andrew Bowling
Senior Director of Product Management,
Accredo Health Group, Inc.

Exhibit C

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company),

Plaintiffs,

v.

ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAI'I,

Defendant.

Civil No. 1:25-cv-00230-SASP-WRP

DECLARATION OF KIMBERLY PIRTLE IN SUPPORT OF NON-PARTY ACCREDO HEALTH GROUP, INC.'S AND NON-PARTY VERITY SOLUTIONS GROUP, INC.'S MOTION FOR LEAVE TO SEAL AND REDACT INFORMATION FOR USE AT TRIAL

Judge: Hon. Shanlyn A.S. Park

I, Kimberly Pirtle, hereby declare and state as follows:

1. I am over the age of eighteen, of sound mind, and am competent to testify. I have personal knowledge of the facts and information contained herein.

2. I make this declaration in support of Non-Party Accredo Health Group, Inc.'s ("Accredo") and Non-Party Verity Solutions Group, Inc.'s ("Verity") Motion for Leave to Seal and Redact Information for Use at Trial.

3. I am the 340B Regulatory Director for Verity. I have been employed by Verity since 2021. I have personal knowledge based on my work and experience for Verity.

4. The information contained in this declaration is derived from my personal knowledge and is based on my employment and experience at Verity. By reason of my position at Verity, I am authorized and qualified to make this declaration.

5. Verity partners with healthcare entities, such as 340B-eligible Covered Entities, and offers software solutions and services that optimize pharmacy supply chain outcomes. Such Covered Entities are defined in Section 340B of the Public Health Service Act, 42 U.S.C. § 256b.

The Verity Deposition and Mississippi Agreements

1. On December 8, 2025, I sat for a deposition as the corporate representative for Verity, a non-party in *Abbvie Inc., et al. v. Lynn Fitch, in her official capacity as the Attorney General of the State of Mississippi*, Case No. 1:24-cv-00184-HSO-BWR (S.D. Miss.) (the "Verity Deposition").

2. During the Verity Deposition, counsel for Plaintiffs introduced unredacted agreements entered into by Verity and Covered Entities in the State of Mississippi as exhibits ("Mississippi Agreements").

3. In my capacity as Verity's 340B Regulatory Director, I am familiar with the Mississippi Agreements.

4. The transcript and corresponding exhibits for the Verity Deposition were produced in response to third-party subpoenas served upon Verity in the above-captioned action. The Mississippi Agreements are designated Attorneys' Eyes Only, and testimony within the Verity Deposition is designated both Confidential and Attorneys' Eyes Only.

5. The Mississippi Agreements contain numerous provisions, including pricing and payment terms to which Covered Entities have agreed. The terms in these contracts are highly confidential and competitively sensitive because they are the result of contested and individualized negotiations among sophisticated parties, and are the core of Verity's business relating to the 340B Drug Pricing Program. Therefore, the parties to those agreements protect the terms from disclosure to others who are not parties to these agreements.

6. Specifically, the Verity Agreements contain robust Confidentiality provisions, expressly acknowledging that Verity Agreements' terms and conditions, including the pricing and payment terms within the agreements, constitute Confidential Information that shall not be disclosed to any third party except as otherwise permitted by the agreements.

7. Given the highly competitive nature of the pharmacy industry and the number of competitors, disclosure of confidential terms within the Mississippi Agreements would destroy the value of this confidential information. Revealing confidential and proprietary information including pricing terms would harm the business interests of Verity, Hawaii Covered Entities, Mississippi Covered Entities, and potentially others, and permit competitors to learn and utilize the contract parties' sensitive and confidential information for their benefit, which would cause detriment to those parties and cause them to lose their competitive advantage.

8. As a result of the import placed on continued confidentiality of the Mississippi Agreements, Verity takes significant steps to protect this information from unauthorized use or disclosure. The terms and conditions in the Mississippi Agreements are deemed proprietary and confidential and are not readily accessible or ascertainable from public sources absent improper disclosure. Access to Mississippi Agreements is limited to only those within the organization who need to access it and can be limited further to only certain portions of the Mississippi Agreements where needed. Verity employees are also required to abide by a company confidentiality policy.

9. Verity would be foreseeably harmed if its competitors, or counterparties, were aware of the terms within the Mississippi Agreements as

described above. This disclosure would make public the accumulated expertise that is the result of Verity's years of operating in the market.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on October 28, 2026, in Cleveland, Tennessee.

Signed by:
EC9C89E9E904455...

Kimberly Pirtle
Verity Solutions Group, Inc.

Exhibit D

CLAIRE WONG BLACK 9645
KEONI M. WILLIAMS 11857

DENTONS US LLP
1001 Bishop Street, Suite 1800
Honolulu, Hawai‘i 96813
Telephone: (808) 524-1800
E-Mail: claire.black@dentons.com
keoni.williams@dentons.com

Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

Additional counsel listed on next page

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company),

Plaintiffs,

v.

ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAII.

Defendant.

Civil No. 1:25-cv-00230-SASP-WRP
(Consolidated Case)

PLAINTIFFS' NOTICE OF TAKING DEPOSITION UPON ORAL EXAMINATION PURSUANT TO RULE 30(b)(6) OF THE FEDERAL RULES OF CIVIL PROCEDURE; EXHIBIT A

[Designated Representative of Accredo Health Group, Inc.]

CHRISTINE SHANG 11337

KIRKLAND & ELLIS LLP
609 Main Street
Houston, Texas 77002
Telephone: (713) 836-3431
E-mail: christine.shang@kirkland.com

MATTHEW S. OWEN, P.C., *pro hac vice*
MEREDITH M. POHL, *pro hac vice*
HANNA EDDY, *pro hac vice*
RILEY TREACY, *pro hac vice*
NEIL A. JOSEPH, *pro hac vice*

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Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

PLAINTIFFS' NOTICE OF TAKING DEPOSITION UPON ORAL EXAMINATION PURSUANT TO RULE 30(b)(6) OF THE FEDERAL RULES OF CIVIL PROCEDURE

PLEASE TAKE NOTICE on behalf of Plaintiffs AbbVie Inc., Allergan, Inc., Durata Therapeutics, Inc., AbbVie Products LLC, Pharmacyclics LLC, and Allergan Sales, LLC (collectively, "AbbVie"), by and through their undersigned counsel, the following deposition will be taken at the office of Quintairos, Prieto, Wood & Boyer, P.A., 5050 Poplar Avenue, Suite 1430, Memphis, Tennessee 38157 on the date and time indicated below. The deposition shall be taken by Lexitas (Telephone: 888-893-3767).

DEPONENT	**DATE AND TIME**
Designated Representative of Accredo Health Group, Inc. c/o C T Corporation System 900 Fort Street Mall, Suite 1680 Honolulu, HI 96813	May 5, 2026 9:00 a.m. CT

The deposition shall be upon oral examination, pursuant to Rule 30 of the Federal Rules of Civil Procedure (FRCP), before an officer duly authorized by law to administer oaths, and the testimony will be recorded by stenographic and videographic means. A copy of the SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION attached as Exhibit A will be served upon the deponent. The deposition will continue day to day until completed. You are invited to attend and cross-examine. The witness may request, before the deposition is completed, to review the transcript or recording and if there are changes in form or substance, to

sign a statement listing the changes and the reasons for making them, pursuant to FRCP 30(e).

Pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Accredo Health Group, Inc. is required to designate one or more officers, directors, managing agents, or other persons who are willing and knowledgeable to testify on its behalf concerning the topics listed in Exhibit 1 attached to Exhibit A. Accredo Health Group, Inc. may specify the matters on which each designated person will testify. The person(s) designated shall testify as to matters known or reasonably available to themselves as well as to Accredo Health Group, Inc.

DATED: March 31, 2026

Respectfully submitted,

/s/ Claire Wong Black
CLAIRE WONG BLACK
KEONI M. WILLIAMS

Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

AO 88A (Rev. 12/20) Subpoena to Testify at a Deposition in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Hawaii

AbbVie, Inc., et al. *Plaintiff* v. Anne Lopez, In Her Official Capacity as the Attorney General of Hawaii *Defendant*	)	Civil Action No. 1:25-cv-00230

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Designated Representative of Accredo Health Group, Inc., c/o C T Corporation System
900 Fort Street Mall, Suite 1680, Honolulu, HI 96813

(Name of person to whom this subpoena is directed)

☑ Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters: See Exhibit 1.

Place:	Date and Time:
Quintairos, Prieto, Wood & Boyer, P.A., 5050 Poplar Avenue, Suite 1430, Memphis, TN 38157	05/05/2026 9:00 am CT

The deposition will be recorded by this method: Stenographically, videographically, and/or remotely

☐ *Production:* You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 03/31/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Claire W. Black

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* AbbVie Inc., et al.
Claire W. Black, Esq. , who issues or requests this subpoena, are:
Claire W. Black, Esq., Dentons US LLP, 1001 Bishop Street, Suite 1800, Honolulu, HI 96813; Tel: (808) 524-1800;
Email: claire.black@dentons.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

EXHIBIT A

Civil Action No. 1:25-cv-00230

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named individual as follows: _____

_____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT 1

DEFINITIONS

Notwithstanding any definition set forth below, each word, term, or phrase used in this Subpoena is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure. As used in this Subpoena, the following terms are to be interpreted in accordance with these definitions:

1. "340B Program" means the drug discounting program provided for by 42 U.S.C. § 256b.

2. "340B revenue or savings" refers to any money, fees, cost savings, or other financial benefit received by virtue of participation in the 340B Program or any relationship between You and Your Covered Entities or another third party.

3. "You" or "Your" means and refers to Accredo Health Group, Inc., as the operator, parent, or affiliate of any retail pharmacy locations that currently have an active 340B contract pharmacy agreement with any covered entity located in the State of Hawaii.

4. "Litigation" means *AbbVie Inc. et al. v. Anne Lopez*, Case No. 1:25-cv-00230, as well as any other lawsuit pending in the U.S. District Court for the District of Hawaii that has been consolidated with this Litigation.

5. "Person" or "Entity" and their plural forms include, without limitation, natural persons, law firms, partnerships, corporations, associations, and any other legal entities and divisions, departments, or other units thereof, and include all of the

Person's or Entity's principals, employees, agents, attorneys, consultants, and other representatives.

6. "Contract Pharmacy" or "Contract Pharmacies" means a pharmacy that has entered into a contractual arrangement with a Covered Entity with respect to dispensation of 340B-priced drugs.

7. "Covered Entity" or "Covered Entities" has the same meaning as that provided at 42 U.S.C. § 256b(a)(4).

8. "Third-Party Administrator" means an entity that contracts with a Contract Pharmacy and/or Covered Entity to help manage the operations of the contract-pharmacy relationship.

9. "Inventory Model," "Replenishment Model," or "Replenishment Order" refers to any inventory management process or methodology—or order placed thereunder—used by a Contract Pharmacy to replenish drugs dispensed under the 340B Program, including but not limited to virtual replenishment inventory, physical inventory, credit-based replenishment models, or other similar mechanisms.

10. "Your Covered Entities" refers to those Covered Entities with whom You have entered into a contract related to the administration, coordination, or facilitation of the purchase, replenishment, or distribution of 340B-priced drugs under the 340B Program.

11. "Claims data" refers to administrative data that are generated as part of the healthcare billing process, including but not limited to information about a patient, his/her insurer, his/her healthcare provider, the date and location of dispensing, the service or product provided, and its cost.

12. The terms and phrases "relating," "regarding," "concerning," "referring or relating to," "reflecting," and any variant thereof are used in their broadest sense to include any connection, relation, or relevance.

13. The words "and" and "or" shall be construed conjunctively or disjunctively, whichever makes the Request most inclusive.

14. "Including" means "including without limitation."

15. The use of the singular form of any word includes the plural and vice versa.

16. The use of a verb in any tense shall be construed as the use of the verb in all other tenses.

TOPICS

1. Contractual, financial, or other agreements or arrangements between You and Your Covered Entities, related to:

(a) How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;

(b) The nature and scope of the relationship between You and Your Covered Entities, including the role played by any Third-Party Administrator or other agency or independent contractor relationships; and

(c) Any percentage amount or fees retained by You as a part of Your contractual relationship to Your Covered Entities in connection with 340B-related services.

2. Your role in determining whether an individual qualifies as a "patient" of a Covered Entity for purposes of 340B eligibility, including Your communications with Your Covered Entities or Third-Party Administrators regarding "patient" definition(s) You have applied on behalf of or have advised Your Covered Entities to apply, including any formulas, algorithms, methodologies, criteria, or processes utilized.

3. Your annual revenue, including the portion attributed to Your involvement in the 340B Program.

4. Your role in the placement of Replenishment Orders, including Your communications with Your Covered Entities or Third-Party Administrators regarding the placement of Replenishment Orders.

5. How You use revenue You receive related to 340B-eligible sales, including any method, manner, protocol, or procedure by which You assist Covered Entities or Third-Party Administrators in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale.

6. The claims data you generate related to 340B drugs transactions, including the content of that data, how it is generated and disseminated, and how You, Your Covered Entities, and any Third-Party Administrators use such claims data.

CLAIRE WONG BLACK 9645
KEONI M. WILLIAMS 11857

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keoni.williams@dentons.com

Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

Additional counsel listed on next page

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company),

Plaintiffs,

v.

ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAII.

Defendant.

Civil No. 1:25-cv-00230-SASP-WRP
(Consolidated Case)

PLAINTIFFS' NOTICE OF ISSUANCE OF SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS IN A CIVIL ACTION; EXHIBIT A

[Custodian of Records of Accredo Health Group, Inc.]

CHRISTINE SHANG 11337

KIRKLAND & ELLIS LLP
609 Main Street
Houston, Texas 77002
Telephone: (713) 836-3431
E-mail: christine.shang@kirkland.com

MATTHEW S. OWEN, P.C., *pro hac vice*
MEREDITH M. POHL, *pro hac vice*
HANNA EDDY, *pro hac vice*
RILEY TREACY, *pro hac vice*
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Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

PLAINTIFFS' NOTICE OF ISSUANCE OF SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS IN A CIVIL ACTION

PLEASE TAKE NOTICE that, on behalf of Plaintiffs AbbVie Inc., Allergan, Inc., Durata Therapeutics, Inc., AbbVie Products LLC, Pharmacyclics LLC, and Allergan Sales, LLC (collectively, "AbbVie"), a subpoena duces tecum will be served on the following:

NAME AND ADDRESS

Custodian of Records of
Accredo Health Group, Inc.
c/o C T Corporation System
900 Fort Street Mall, Suite 1680
Honolulu, HI 96813

By April 16, 2026, the above Custodian of Records is to produce all responsive documents listed in Exhibit 1 to the SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS to Quintairos, Prieto, Wood & Boyer, P.A., 5050 Poplar Avenue, Suite 1430, Memphis, Tennessee 38157. A copy of the SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS is attached hereto as Exhibit A. This notice is made pursuant to Rule 45 of the Federal Rules of Civil Procedure.

DATED: March 31, 2026

Respectfully submitted,

/s/ Claire Wong Black
CLAIRE WONG BLACK
KEONI M. WILLIAMS

Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

UNITED STATES DISTRICT COURT

for the

District of Hawaii

AbbVie, Inc., et al.

Plaintiff

v.

Anne Lopez, In Her Official Capacity as the Attorney General of Hawaii

Defendant

Civil Action No. 1:25-cv-00230

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Custodian of Records of Accredo Health Group, Inc., c/o C T Corporation System
900 Fort Street Mall, Suite 1680, Honolulu, HI 96813

(Name of person to whom this subpoena is directed)

❒ *Production:* **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See Exhibit 1 attached.

Place:	Date and Time:
Quintairos, Prieto, Wood & Boyer, P.A. 5050 Poplar Avenue, Suite 1430 Memphis, TN 38157	04/16/2026 9:00 am CT

❒ *Inspection of Premises:* **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 03/31/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Claire W. Black

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* /s/ Claire W. Black, who issues or requests this subpoena, are:
Claire W. Black, Esq., Dentons US LLP, 1001 Bishop Street, Suite 1800, Honolulu, HI 96813; Tel: (808) 524-1800; Email: claire.black@dentons.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

EXHIBIT A

Civil Action No. 1:25-cv-00230

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT 1

DEFINITIONS

Notwithstanding any definition set forth below, each word, term, or phrase used in this Subpoena is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure. As used in this Subpoena, the following terms are to be interpreted in accordance with these definitions:

1. "340B Program" means the drug discounting program provided for by 42 U.S.C. § 256b.

2. "340B revenue or savings" refers to any money, fees, cost savings, or other financial benefit received by virtue of participation in the 340B Program or any relationship between You and Your Covered Entities or another third party.

3. "You" or "Your" means and refers to Accredo Health Group, Inc., as the operator, parent, or affiliate of any retail pharmacy locations that currently have an active 340B contract pharmacy agreement with any covered entity located in the State of Hawaii.

4. "Litigation" means *AbbVie Inc. et al. v. Anne Lopez*, Case No. 1:25-cv-00230, as well as any other lawsuit pending in the U.S. District Court for the District of Hawaii that has been consolidated with this Litigation.

5. "Document(s)" means all "writings and recordings," including communications or materials reflecting communications (as that term is defined in

Federal Rule of Civil Procedure 34 and Federal Rule of Evidence 1001), and is used in its broadest sense within the context of the Federal Rules of Civil Procedure. Any document bearing marks, including without limitation initials, stamped initials, comments, or notations that are not part of the original text, is a separate document. "Document(s)" also includes information stored in, or accessible through, computer or other information retrieval systems, including any computer archives or back-up systems, together with instructions and all other materials necessary to use or interpret such data compilations.

6. "Person" or "Entity" and their plural forms include, without limitation, natural persons, law firms, partnerships, corporations, associations, and any other legal entities and divisions, departments, or other units thereof, and include all of the Person's or Entity's principals, employees, agents, attorneys, consultants, and other representatives.

7. "Covered Entity" or "Covered Entities" has the same meaning as that provided at 42 U.S.C. § 256b(a)(4).

8. "Contract Pharmacy" or "Contract Pharmacies" means a pharmacy that has entered into a contractual arrangement with a Covered Entity with respect to dispensation of 340B-priced drugs.

9. "Third-Party Administrator" means an entity that contracts with a Contract Pharmacy and/or Covered Entity to help manage the operations of the contract-pharmacy relationship.

10. "Inventory Model," "Replenishment Model," or "Replenishment Order" refers to any inventory management process or methodology—or order placed thereunder—used by a Contract Pharmacy to replenish drugs dispensed under the 340B Program, including but not limited to virtual replenishment inventory, physical inventory, credit-based replenishment models, or other similar mechanisms.

11. "Your Covered Entities" refers to those Covered Entities with whom You have entered into a contract related to the administration, coordination, or facilitation of the purchase, replenishment, or distribution of 340B-priced drugs under the 340B Program.

12. "Claims data" refers to administrative data that are generated as part of the healthcare billing process, including but not limited to information about a patient, his/her insurer, his/her healthcare provider, the date and location of dispensing, the service or product provided, and its cost.

13. The terms and phrases "relating," "regarding," "concerning," "referring or relating to," "reflecting," and any variant thereof are used in their broadest sense to include any connection, relation, or relevance.

14. The words "and" and "or" shall be construed conjunctively or disjunctively, whichever makes the Request most inclusive.

15. "Including" means "including without limitation."

16. The use of the singular form of any word includes the plural and vice versa.

17. The use of a verb in any tense shall be construed as the use of the verb in all other tenses.

18. If the requested documents are maintained in a file, the file folder is included in the request for production of those documents.

INSTRUCTIONS

Unless otherwise specified in a Production Request below, the following Production Requests apply from December 30, 2020 to the present.

1. Electronic records and computerized information must be produced in an intelligible format or together with a description of the system from which it was derived that is sufficient to permit rendering the materials intelligible.

2. If there are no Documents, Things, or Communications responsive to any particular Request, You should so state in writing rather than leave the Request unanswered.

3. If You withhold from production any Document, Thing, or Communication requested herein on grounds of attorney-client privilege, work-product immunity, or otherwise, You shall provide a list identifying the specific grounds upon which the objection is based and the particular Request(s) objected to, and identifying any withheld Document, Thing, or Communication, or portions thereof as follows:

a. Its date of creation;

b. The identity of all Persons who prepared and/or signed the Document, Thing, or Communication;

c. The general nature of the Document, Thing, or Communication (i.e., whether it is a letter, chart, pamphlet, memorandum, etc.);

d. A summary of its content, or the general subject matter of the Document, Thing, or Communication;

e. A listing of all Persons, including, but not limited to, the addressees, to whom copies of the Document, Thing, or Communication have been disclosed; and

f. The nature of the privilege or other rule of law relied upon to withhold the Document, Thing, or Communication.

4. Different versions of the same Documents, Things, or Communications, handwritten notes or notations in any form, draft Documents, Things, or Communications, and Documents, Things, or Communications with handwritten notations or marks not found in the original or on other copies are considered to be different Documents, Things, or Communications for the purpose of production in compliance with these Requests, and each form should be produced separately.

5. Each Document, Thing, and Communication produced in response to these Requests shall be produced along with any and/or all attachments and/or enclosures as have ever been attached to and/or enclosed with the Document, Thing, or Communication at any time. Documents, Things, and Communications attached to each other must not be separated.

6. Unless otherwise indicated in the Request, these requests are limited to Your relationships with Covered Entities in Hawaii.

REQUESTS FOR PRODUCTION

1. Documents including, but not limited, to the contracts entered into between You and Your Covered Entities, that reflect:

(a) How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;

(b) The nature and scope of the relationship between You and Your Covered Entities, including the role played by any Third-Party Administrator or other agency or independent contractor relationships; and,

(c) Any percentage amount or fees retained by You as a part of Your contractual relationship to Your Covered Entities in connection with 340B-related services.

2. Documents sufficient to show any "patient" definition(s) You have applied or have advised Your Covered Entities to apply since December 29, 2020, including but not limited to any formulas, algorithms, methodologies, criteria, or processes utilized to determine whether an individual qualifies as a "patient" of a Covered Entity for purposes of 340B eligibility.

3. Documents sufficient to show how Your 340B revenue or savings and You account for the funds received as 340B revenue or savings, including but not limited to any policies, practices, financial records, or reports.

4. Documents sufficient to show the methods, manners, policies, protocols, or procedures by which You assist with or coordinate Replenishment Orders on behalf of Covered Entities, including any documentation reflecting Your role in initiating, approving, or monitoring such orders.

5. Documents sufficient to show how You use revenue or savings related to 340B sales, including any mechanisms, protocols, or procedures by which You assist Covered Entities in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale, including any role You play in identifying eligible transactions, applying discounts, or tracking reductions to patients' out-of-pocket costs.

6. Documents sufficient to show how claims data related to 340B drug transactions are generated, processed, and disseminated by You, Your Covered Entities, and any Third-Party Administrators, as well as the contents of such claims data.

AO 88A (Rev. 12/20) Subpoena to Testify at a Deposition in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Hawaii

AbbVie, Inc., et al. *Plaintiff* v. Anne Lopez, In Her Official Capacity as the Attorney General of Hawaii *Defendant*	)	Civil Action No. 1:25-cv-00230

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Designated Representative of Accredo Health Group, Inc., c/o C T Corporation System
900 Fort Street Mall, Suite 1680, Honolulu, HI 96813

(Name of person to whom this subpoena is directed)

☑ Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters: See Exhibit 1.

Place:	Date and Time:
Quintairos, Prieto, Wood & Boyer, P.A., 5050 Poplar Avenue, Suite 1430, Memphis, TN 38157	05/05/2026 9:00 am CT

The deposition will be recorded by this method: Stenographically, videographically, and/or remotely

☐ *Production:* You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 03/31/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Claire W. Black

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* AbbVie Inc., et al.
Claire W. Black, Esq. , who issues or requests this subpoena, are:
Claire W. Black, Esq., Dentons US LLP, 1001 Bishop Street, Suite 1800, Honolulu, HI 96813; Tel: (808) 524-1800;
Email: claire.black@dentons.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 1:25-cv-00230

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named individual as follows: _____

_____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT 1

DEFINITIONS

Notwithstanding any definition set forth below, each word, term, or phrase used in this Subpoena is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure. As used in this Subpoena, the following terms are to be interpreted in accordance with these definitions:

1. "340B Program" means the drug discounting program provided for by 42 U.S.C. § 256b.

2. "340B revenue or savings" refers to any money, fees, cost savings, or other financial benefit received by virtue of participation in the 340B Program or any relationship between You and Your Covered Entities or another third party.

3. "You" or "Your" means and refers to Accredo Health Group, Inc., as the operator, parent, or affiliate of any retail pharmacy locations that currently have an active 340B contract pharmacy agreement with any covered entity located in the State of Hawaii.

4. "Litigation" means *AbbVie Inc. et al. v. Anne Lopez*, Case No. 1:25-cv-00230, as well as any other lawsuit pending in the U.S. District Court for the District of Hawaii that has been consolidated with this Litigation.

5. "Person" or "Entity" and their plural forms include, without limitation, natural persons, law firms, partnerships, corporations, associations, and any other legal entities and divisions, departments, or other units thereof, and include all of the

Person's or Entity's principals, employees, agents, attorneys, consultants, and other representatives.

6. "Contract Pharmacy" or "Contract Pharmacies" means a pharmacy that has entered into a contractual arrangement with a Covered Entity with respect to dispensation of 340B-priced drugs.

7. "Covered Entity" or "Covered Entities" has the same meaning as that provided at 42 U.S.C. § 256b(a)(4).

8. "Third-Party Administrator" means an entity that contracts with a Contract Pharmacy and/or Covered Entity to help manage the operations of the contract-pharmacy relationship.

9. "Inventory Model," "Replenishment Model," or "Replenishment Order" refers to any inventory management process or methodology—or order placed thereunder—used by a Contract Pharmacy to replenish drugs dispensed under the 340B Program, including but not limited to virtual replenishment inventory, physical inventory, credit-based replenishment models, or other similar mechanisms.

10. "Your Covered Entities" refers to those Covered Entities with whom You have entered into a contract related to the administration, coordination, or facilitation of the purchase, replenishment, or distribution of 340B-priced drugs under the 340B Program.

11. "Claims data" refers to administrative data that are generated as part of the healthcare billing process, including but not limited to information about a patient, his/her insurer, his/her healthcare provider, the date and location of dispensing, the service or product provided, and its cost.

12. The terms and phrases "relating," "regarding," "concerning," "referring or relating to," "reflecting," and any variant thereof are used in their broadest sense to include any connection, relation, or relevance.

13. The words "and" and "or" shall be construed conjunctively or disjunctively, whichever makes the Request most inclusive.

14. "Including" means "including without limitation."

15. The use of the singular form of any word includes the plural and vice versa.

16. The use of a verb in any tense shall be construed as the use of the verb in all other tenses.

TOPICS

1. Contractual, financial, or other agreements or arrangements between You and Your Covered Entities, related to:

(a) How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;

(b) The nature and scope of the relationship between You and Your Covered Entities, including the role played by any Third-Party Administrator or other agency or independent contractor relationships; and

(c) Any percentage amount or fees retained by You as a part of Your contractual relationship to Your Covered Entities in connection with 340B-related services.

2. Your role in determining whether an individual qualifies as a "patient" of a Covered Entity for purposes of 340B eligibility, including Your communications with Your Covered Entities or Third-Party Administrators regarding "patient" definition(s) You have applied on behalf of or have advised Your Covered Entities to apply, including any formulas, algorithms, methodologies, criteria, or processes utilized.

3. Your annual revenue, including the portion attributed to Your involvement in the 340B Program.

4. Your role in the placement of Replenishment Orders, including Your communications with Your Covered Entities or Third-Party Administrators regarding the placement of Replenishment Orders.

5. How You use revenue You receive related to 340B-eligible sales, including any method, manner, protocol, or procedure by which You assist Covered Entities or Third-Party Administrators in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale.

6. The claims data you generate related to 340B drugs transactions, including the content of that data, how it is generated and disseminated, and how You, Your Covered Entities, and any Third-Party Administrators use such claims data.

UNITED STATES DISTRICT COURT

for the

District of Hawaii

AbbVie, Inc., et al.

Plaintiff

v.

Anne Lopez, In Her Official Capacity as the Attorney General of Hawaii

Defendant

Civil Action No. 1:25-cv-00230

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Custodian of Records of Accredo Health Group, Inc., c/o C T Corporation System
900 Fort Street Mall, Suite 1680, Honolulu, HI 96813

(Name of person to whom this subpoena is directed)

❒ *Production:* **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See Exhibit 1 attached.

Place:	Date and Time:
Quintairos, Prieto, Wood & Boyer, P.A. 5050 Poplar Avenue, Suite 1430 Memphis, TN 38157	04/16/2026 9:00 am CT

❒ *Inspection of Premises:* **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 03/31/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Claire W. Black

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* /s/ Claire W. Black, who issues or requests this subpoena, are:
Claire W. Black, Esq., Dentons US LLP, 1001 Bishop Street, Suite 1800, Honolulu, HI 96813; Tel: (808) 524-1800; Email: claire.black@dentons.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 1:25-cv-00230

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT 1

DEFINITIONS

Notwithstanding any definition set forth below, each word, term, or phrase used in this Subpoena is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure. As used in this Subpoena, the following terms are to be interpreted in accordance with these definitions:

1. "340B Program" means the drug discounting program provided for by 42 U.S.C. § 256b.

2. "340B revenue or savings" refers to any money, fees, cost savings, or other financial benefit received by virtue of participation in the 340B Program or any relationship between You and Your Covered Entities or another third party.

3. "You" or "Your" means and refers to Accredo Health Group, Inc., as the operator, parent, or affiliate of any retail pharmacy locations that currently have an active 340B contract pharmacy agreement with any covered entity located in the State of Hawaii.

4. "Litigation" means *AbbVie Inc. et al. v. Anne Lopez*, Case No. 1:25-cv-00230, as well as any other lawsuit pending in the U.S. District Court for the District of Hawaii that has been consolidated with this Litigation.

5. "Document(s)" means all "writings and recordings," including communications or materials reflecting communications (as that term is defined in

Federal Rule of Civil Procedure 34 and Federal Rule of Evidence 1001), and is used in its broadest sense within the context of the Federal Rules of Civil Procedure. Any document bearing marks, including without limitation initials, stamped initials, comments, or notations that are not part of the original text, is a separate document. "Document(s)" also includes information stored in, or accessible through, computer or other information retrieval systems, including any computer archives or back-up systems, together with instructions and all other materials necessary to use or interpret such data compilations.

6. "Person" or "Entity" and their plural forms include, without limitation, natural persons, law firms, partnerships, corporations, associations, and any other legal entities and divisions, departments, or other units thereof, and include all of the Person's or Entity's principals, employees, agents, attorneys, consultants, and other representatives.

7. "Covered Entity" or "Covered Entities" has the same meaning as that provided at 42 U.S.C. § 256b(a)(4).

8. "Contract Pharmacy" or "Contract Pharmacies" means a pharmacy that has entered into a contractual arrangement with a Covered Entity with respect to dispensation of 340B-priced drugs.

9. "Third-Party Administrator" means an entity that contracts with a Contract Pharmacy and/or Covered Entity to help manage the operations of the contract-pharmacy relationship.

10. "Inventory Model," "Replenishment Model," or "Replenishment Order" refers to any inventory management process or methodology—or order placed thereunder—used by a Contract Pharmacy to replenish drugs dispensed under the 340B Program, including but not limited to virtual replenishment inventory, physical inventory, credit-based replenishment models, or other similar mechanisms.

11. "Your Covered Entities" refers to those Covered Entities with whom You have entered into a contract related to the administration, coordination, or facilitation of the purchase, replenishment, or distribution of 340B-priced drugs under the 340B Program.

12. "Claims data" refers to administrative data that are generated as part of the healthcare billing process, including but not limited to information about a patient, his/her insurer, his/her healthcare provider, the date and location of dispensing, the service or product provided, and its cost.

13. The terms and phrases "relating," "regarding," "concerning," "referring or relating to," "reflecting," and any variant thereof are used in their broadest sense to include any connection, relation, or relevance.

14. The words "and" and "or" shall be construed conjunctively or disjunctively, whichever makes the Request most inclusive.

15. "Including" means "including without limitation."

16. The use of the singular form of any word includes the plural and vice versa.

17. The use of a verb in any tense shall be construed as the use of the verb in all other tenses.

18. If the requested documents are maintained in a file, the file folder is included in the request for production of those documents.

INSTRUCTIONS

Unless otherwise specified in a Production Request below, the following Production Requests apply from December 30, 2020 to the present.

1. Electronic records and computerized information must be produced in an intelligible format or together with a description of the system from which it was derived that is sufficient to permit rendering the materials intelligible.

2. If there are no Documents, Things, or Communications responsive to any particular Request, You should so state in writing rather than leave the Request unanswered.

3. If You withhold from production any Document, Thing, or Communication requested herein on grounds of attorney-client privilege, work-product immunity, or otherwise, You shall provide a list identifying the specific grounds upon which the objection is based and the particular Request(s) objected to, and identifying any withheld Document, Thing, or Communication, or portions thereof as follows:

a. Its date of creation;

b. The identity of all Persons who prepared and/or signed the Document, Thing, or Communication;

c. The general nature of the Document, Thing, or Communication (i.e., whether it is a letter, chart, pamphlet, memorandum, etc.);

d. A summary of its content, or the general subject matter of the Document, Thing, or Communication;

e. A listing of all Persons, including, but not limited to, the addressees, to whom copies of the Document, Thing, or Communication have been disclosed; and

f. The nature of the privilege or other rule of law relied upon to withhold the Document, Thing, or Communication.

4. Different versions of the same Documents, Things, or Communications, handwritten notes or notations in any form, draft Documents, Things, or Communications, and Documents, Things, or Communications with handwritten notations or marks not found in the original or on other copies are considered to be different Documents, Things, or Communications for the purpose of production in compliance with these Requests, and each form should be produced separately.

5. Each Document, Thing, and Communication produced in response to these Requests shall be produced along with any and/or all attachments and/or enclosures as have ever been attached to and/or enclosed with the Document, Thing, or Communication at any time. Documents, Things, and Communications attached to each other must not be separated.

6. Unless otherwise indicated in the Request, these requests are limited to Your relationships with Covered Entities in Hawaii.

REQUESTS FOR PRODUCTION

1. Documents including, but not limited, to the contracts entered into between You and Your Covered Entities, that reflect:

(a) How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;

(b) The nature and scope of the relationship between You and Your Covered Entities, including the role played by any Third-Party Administrator or other agency or independent contractor relationships; and,

(c) Any percentage amount or fees retained by You as a part of Your contractual relationship to Your Covered Entities in connection with 340B-related services.

2. Documents sufficient to show any "patient" definition(s) You have applied or have advised Your Covered Entities to apply since December 29, 2020, including but not limited to any formulas, algorithms, methodologies, criteria, or processes utilized to determine whether an individual qualifies as a "patient" of a Covered Entity for purposes of 340B eligibility.

3. Documents sufficient to show how Your 340B revenue or savings and You account for the funds received as 340B revenue or savings, including but not limited to any policies, practices, financial records, or reports.

4. Documents sufficient to show the methods, manners, policies, protocols, or procedures by which You assist with or coordinate Replenishment Orders on behalf of Covered Entities, including any documentation reflecting Your role in initiating, approving, or monitoring such orders.

5. Documents sufficient to show how You use revenue or savings related to 340B sales, including any mechanisms, protocols, or procedures by which You assist Covered Entities in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale, including any role You play in identifying eligible transactions, applying discounts, or tracking reductions to patients' out-of-pocket costs.

6. Documents sufficient to show how claims data related to 340B drug transactions are generated, processed, and disseminated by You, Your Covered Entities, and any Third-Party Administrators, as well as the contents of such claims data.

Exhibit E

CLAIRE WONG BLACK 9645
KEONI M. WILLIAMS 11857

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1001 Bishop Street, Suite 1800
Honolulu, Hawai‘i 96813
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Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

Additional counsel listed on next page

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company),

Plaintiffs,

v.

ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAII.

Defendant.

Civil No. 1:25-cv-00230-SASP-WRP
(Consolidated Case)

PLAINTIFFS' NOTICE OF TAKING DEPOSITION UPON ORAL EXAMINATION PURSUANT TO RULE 30(b)(6) OF THE FEDERAL RULES OF CIVIL PROCEDURE; EXHIBIT A

[Designated Representative of Verity Solutions Group, Inc.]

CHRISTINE SHANG 11337

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Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

PLAINTIFFS' NOTICE OF TAKING DEPOSITION UPON ORAL EXAMINATION PURSUANT TO RULE 30(b)(6) OF THE FEDERAL RULES OF CIVIL PROCEDURE

PLEASE TAKE NOTICE on behalf of Plaintiffs AbbVie Inc., Allergan, Inc., Durata Therapeutics, Inc., AbbVie Products LLC, Pharmacyclics LLC, and Allergan Sales, LLC (collectively, "AbbVie"), by and through their undersigned counsel, the following deposition will be taken at the office of Kirkland & Ellis LLP, 2005 Market Street, Suite 1000, Philadelphia, PA 19103 on the date and time indicated below. The deposition shall be taken by Lexitas (Telephone: 888-893-3767).

DEPONENT	**DATE AND TIME**
Designated Representative of Verity Solutions Group, Inc. c/o The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801	May 7, 2026 9:00 a.m. ET

The deposition shall be upon oral examination, pursuant to Rule 30 of the Federal Rules of Civil Procedure (FRCP), before an officer duly authorized by law to administer oaths, and the testimony will be recorded by stenographic and videographic means. A copy of the SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION attached as Exhibit A will be served upon the deponent. The deposition will continue day to day until completed. You are invited to attend and cross-examine. The witness may request, before the deposition is completed, to review the transcript or recording and if there are changes in form or substance, to

sign a statement listing the changes and the reasons for making them, pursuant to FRCP 30(e).

Pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Verity Solutions Group, Inc. is required to designate one or more officers, directors, managing agents, or other persons who are willing and knowledgeable to testify on its behalf concerning the topics listed in Exhibit 1 attached to Exhibit A. Verity Solutions Group, Inc. may specify the matters on which each designated person will testify. The person(s) designated shall testify as to matters known or reasonably available to themselves as well as to Verity Solutions Group, Inc.

DATED: March 31, 2026

Respectfully submitted,

/s/ Claire Wong Black
CLAIRE WONG BLACK
KEONI M. WILLIAMS

Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

AO 88A (Rev. 12/20) Subpoena to Testify at a Deposition in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Hawaii

AbbVie, Inc., et al. *Plaintiff* v. Anne Lopez, In Her Official Capacity as the Attorney General of Hawaii *Defendant*	)	Civil Action No. 1:25-cv-00230

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Designated Representative of Verity Solutions Group, Inc.
c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

☑ Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters: See Exhibit 1

Place:	Date and Time:
Kirkland & Ellis LLP, 2005 Market Street, Suite 1000, Philadelphia, PA 19103	05/07/2026 9:00 am ET

The deposition will be recorded by this method: Stenographically, videographically, and/or remotely

☐ *Production:* You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 03/31/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Claire W. Black
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* AbbVie Inc., et al.
Claire W. Black, Esq. , who issues or requests this subpoena, are:
Claire W. Black, Esq., Dentons US LLP, 1001 Bishop Street, Suite 1800, Honolulu, HI 96813; Tel: (808) 524-1800;
Email: claire.black@dentons.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

EXHIBIT A

Civil Action No. 1:25-cv-00230

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named individual as follows: _____

_____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

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(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

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(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

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1. "340B Program" means the drug discounting program provided for by 42 U.S.C. § 256b.

2. "340B revenue" refers to any money, fees, cost savings, or other financial benefit received virtue of participation in the 340B Program or any relationship between You and Your Covered Entities or another third party.

3. "You" or "Your" means and refers to Verity Solutions Group, Inc., a third-party administrator participating in the federal 340B Program in Hawaii.

4. "Litigation" means AbbVie Inc. et al. v. Anne Lopez, Case No. 1:25-cv-00230, as well as any other lawsuit pending in the U.S. District Court for the District of Hawaii that has been consolidated with this Litigation.

5. "Person" or "Entity" and their plural forms include, without limitation, natural persons, law firms, partnerships, corporations, associations, and any other legal entities and divisions, departments, or other units thereof, and

include all of the Person's or Entity's principals, employees, agents, attorneys, consultants, and other representatives.

6. "Covered Entity" or "Covered Entities" has the same meaning as that provided at 42 U.S.C. § 256b(a)(4).

7. "Inventory Model," "Replenishment Model" or "Replenishment Order" refers to any inventory management process or methodology—or order placed thereunder—used by a Contract Pharmacy to replenish drugs dispensed under the 340B Program, including but not limited to virtual replenishment inventory, physical inventory, credit-based replenishment models, or other similar mechanisms.

8. "340B Rebate Model Pilot Program" means the program that HRSA announced to test a rebate model for effectuating the 340B price to covered entities. 90 Fed. Reg. at 36,163-65 (Aug. 1, 2025).

9. "Your Covered Entities" refers to those Covered Entities with whom You have entered into a contract related to the administration, coordination, or facilitation of the purchase, replenishment, or dispensing 340B-priced drugs under the 340B Program.

10. The terms and phrases "relating," "regarding," "concerning," "referring or relating to," "reflecting," and any variant thereof are used in their broadest sense to include any connection, relation, or relevance.

11. The words "and" and "or" shall be construed conjunctively or disjunctively, whichever makes the Request most inclusive.

12. "Including" means "including without limitation."

13. The use of the singular form of any word includes the plural and vice versa.

14. The use of a verb in any tense shall be construed as the use of the verb in all other tenses.

TOPICS

1. Contractual, financial, or other agreements or arrangements between You and Your Covered Entities, related to:

(a) How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;

(b) The scope of services You provide to Covered Entities in connection with 340B-related claims processing, data analytics, pharmacy network management, or reimbursement;

(c) The nature and scope of the relationship between You and any Covered Entity, including any agency or independent contractor relationships; and

(d) Percentage amount or fees retained by You as a part of Your contractual relationship to Your Covered Entities.

2. Your communications with Your Covered Entities regarding "patient" definition(s) You have applied or implemented on behalf of, or in coordination with, Your Covered Entities in connection with 340B claims or accumulations, including any data or data fields that You collect, including for referrals, and any formulas, algorithms, methodologies, criteria, or processes You utilize to determine whether an individual qualifies as a "patient" of a Covered Entity for purposes of 340B eligibility.

3. Your annual revenue, including the portion attributed to Your involvement in the 340B Program in Hawaii and a breakdown of fees for referrals.

4. Your communications with Your Covered Entities and/or Contract Pharmacies regarding the placement of Replenishment Orders.

5. Any method, manner, protocol, or procedure by which You assist Covered Entities in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale, including any role You play in identifying eligible transactions or dispenses, applying discounts, or tracking reductions to patients' out-of-pocket costs.

6. The services that You provide in connection with the 340B Program, including services You provide to contract pharmacies and covered entities, the services You provide related Rebate Model Pilot Program, and the costs that You charge for those services.

CLAIRE WONG BLACK 9645
KEONI M. WILLIAMS 11857

DENTONS US LLP
1001 Bishop Street, Suite 1800
Honolulu, Hawai‘i 96813
Telephone: (808) 524-1800
E-Mail: claire.black@dentons.com
keoni.williams@dentons.com

Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

Additional counsel listed on next page

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company),

Plaintiffs,

v.

ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAII.

Defendant.

Civil No. 1:25-cv-00230-SASP-WRP
(Consolidated Case)

PLAINTIFFS' NOTICE OF ISSUANCE OF SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS IN A CIVIL ACTION; EXHIBIT A

[Custodian of Records of Verity Solutions Group, Inc.]

CHRISTINE SHANG 11337

KIRKLAND & ELLIS LLP
609 Main Street
Houston, Texas 77002
Telephone: (713) 836-3431
E-mail: christine.shang@kirkland.com

MATTHEW S. OWEN, P.C., *pro hac vice*
MEREDITH M. POHL, *pro hac vice*
HANNA EDDY, *pro hac vice*
RILEY TREACY, *pro hac vice*
NEIL A. JOSEPH, *pro hac vice*

KIRKLAND & ELLIS LLP
1301 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Telephone: (202) 389-5000
Email: matt.owen@kirkland.com
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Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

PLAINTIFFS' NOTICE OF ISSUANCE OF SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS IN A CIVIL ACTION

PLEASE TAKE NOTICE that, on behalf of Plaintiffs AbbVie Inc., Allergan, Inc., Durata Therapeutics, Inc., AbbVie Products LLC, Pharmacyclics LLC, and Allergan Sales, LLC (collectively, "AbbVie"), a subpoena duces tecum will be served on the following:

NAME AND ADDRESS

Custodian of Records of
Verity Solutions Group, Inc.
c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

By April 16, 2026, the above Custodian of Records is to produce all responsive documents listed in Exhibit 1 to the SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS to Kirkland & Ellis LLP, 2005 Market Street, Suite 1000, Philadelphia, PA 19103. A copy of the SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS is attached hereto as Exhibit A. This notice is made pursuant to Rule 45 of the Federal Rules of Civil Procedure.

DATED: March 31, 2026

Respectfully submitted,

/s/ Claire Wong Black
CLAIRE WONG BLACK
KEONI M. WILLIAMS

Counsel for Plaintiffs
ABBVIE INC., ALLERGAN, INC.,
DURATA THERAPEUTICS, INC.,
ABBVIE PRODUCTS LLC,
PHARMACYCLICS LLC, AND
ALLERGAN SALES, LLC

UNITED STATES DISTRICT COURT

for the

District of Hawaii

AbbVie, Inc., et al.

Plaintiff

v.

Anne Lopez, In Her Official Capacity as the Attorney General of Hawaii

Defendant

Civil Action No. 1:25-cv-00230

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Custodian of Records of Verity Solutions Group, Inc., c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

❒ *Production:* **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See Exhibit 1 attached.

Place:	Date and Time:
Kirkland & Ellis LLP 2005 Market Street, Suite 1000 Philadelphia, PA 19103	04/16/2026 9:00 am ET

❒ *Inspection of Premises:* **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 03/31/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Claire W. Black

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* /s/ Claire W. Black, who issues or requests this subpoena, are:

Claire W. Black, Esq., Dentons US LLP, 1001 Bishop Street, Suite 1800, Honolulu, HI 96813; Tel: (808) 524-1800; Email: claire.black@dentons.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

EXHIBIT A

Civil Action No. 1:25-cv-00230

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT 1

DEFINITIONS

Notwithstanding any definition set forth below, each word, term, or phrase used in this Subpoena is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure. As used in this Subpoena, the following terms are to be interpreted in accordance with these definitions:

1. "340B Program" means the drug discounting program provided for by 42 U.S.C. § 256b.

2. "340B revenue or savings" refers to any money, fees, cost savings, or other financial benefit received virtue of participation in the 340B Program or any relationship between You and Your Covered Entities or another third party.

3. "You" or "Your" means and refers to Verity Solutions Group, Inc., a third-party administrator participating in the federal 340B Program in Hawaii.

4. "Litigation" means *AbbVie Inc. et al. v. Anne Lopez*, Case No. 1:25-cv-00230, as well as any other lawsuit pending in the U.S. District Court for the District of Hawaii that has been consolidated with this Litigation.

5. Document(s)" means all "writings and recordings," including communications or materials reflecting communications, as that term is defined in Federal Rule of Civil Procedure 34 and the Federal Rules of Evidence 1001 and is used in its broadest sense within the context of the Federal Rules of Civil Procedure.

Any document bearing marks including without limitation initials, stamped initials, comments, or notations that are not part of the original text is a separate document. "Document(s)" also includes information stored in, or accessible through, computer or other information retrieval systems (including any computer archives or back-up systems), together with instructions and all other materials necessary to use or interpret such data compilations.

6. "Person" or "Entity" and their plural forms include, without limitation, natural persons, law firms, partnerships, corporations, associations, and any other legal entities and divisions, departments, or other units thereof, and include all of the Person's or Entity's principals, employees, agents, attorneys, consultants, and other representatives.

7. "Covered Entity" or "Covered Entities" has the same meaning as that provided at 42 U.S.C. § 256b(a)(4).

8. "Contract Pharmacy" or "Contract Pharmacies" means a pharmacy that has entered into a contractual arrangement with a Covered Entity with respect to dispensation of 340B-priced drugs.

9. "Inventory Model," "Replenishment Model" or "Replenishment Order" refers to any inventory management process or methodology—or order placed thereunder—used by a Contract Pharmacy to replenish drugs dispensed under the 340B Program, including but not limited to virtual replenishment inventory,

physical inventory, credit-based replenishment models, or other similar mechanisms.

10. "340B Rebate Model Pilot Program" means the program that HRSA announced to test a rebate model for effectuating the 340B price to covered entities. 90 Fed. Reg. at 36,163-65 (Aug. 1, 2025).

11. "Your Covered Entities" refers to those Covered Entities with whom You have entered into a contract related to the administration, coordination, or facilitation of the purchase, replenishment, or dispensing 340B-priced drugs under the 340B Program.

12. The terms and phrases "relating," "regarding," "concerning," "referring or relating to," "reflecting," and any variant thereof are used in their broadest sense to include any connection, relation, or relevance.

13. The words "and" and "or" shall be construed conjunctively or disjunctively, whichever makes the Request most inclusive.

14. "Including" means "including without limitation."

15. The use of the singular form of any word includes the plural and vice versa.

16. The use of a verb in any tense shall be construed as the use of the verb in all other tenses.

17. If the requested documents are maintained in a file, the file folder is included in the request for production of those documents.

INSTRUCTIONS

1. Electronic records and computerized information must be produced in an intelligible format or together with a description of the system from which it was derived, sufficient to permit rendering the materials intelligible.

2. If there are no Document(s) responsive to any particular Request, You should so state in writing rather than leave the Request unanswered.

3. If You withhold from production any Document(s) requested herein on grounds of attorney-client privilege, work-product immunity, or otherwise, You shall provide a list identifying the specific grounds upon which the objection is based and the particular Request(s) objected to, and identifying any withheld Document(s) or portions thereof as follows:

a. Its date of creation;

b. The identity of all Persons who prepared and/or signed the Document(s);

c. The general nature of the Document(s) (i.e., whether it is a letter, chart, pamphlet, memorandum, etc.);

d. A summary of its content, or the general subject matter of the Document(s);

e. A listing of all Persons, including, but not limited to, the addressees, to whom copies of the Document(s) have been disclosed; and

f. The nature of the privilege or other rule of law relied upon to withhold the Document(s).

4. Different versions of the same Document(s), handwritten notes or notation in any form, draft Document(s) with handwritten notations or marks not found in the original or on other copies are considered to be different Documents for the purpose of production in compliance with these Requests, and each form should be produced separately.

5. Each Document produced in response to these Requests shall be produced along with any and/or all attachments and/or enclosures as have ever been attached to and/or enclosed with the Document. Documents attached to each other must not be separated.

6. Unless otherwise indicated in the Request, the time limit for any request is from January 1, 2023 to present.

7. Unless otherwise indicated in the Request, these requests are limited to Your relationships with Covered Entities in Hawaii.

REQUESTS FOR PRODUCTION

1. Documents including but not limited to the contracts entered into between You and Your Covered Entities, that reflect:

(a) How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;

(b) The scope of services You provide to Covered Entities in connection with 340B-related claims processing, data analytics, pharmacy network management, or reimbursement;

(c) The nature and scope of the relationship between You and any Covered Entity, including any agency or independent contractor relationships; and,

(d) Any percentage amount or fees retained by You as a part of Your contractual relationship to Your Covered Entities in connection with 340B-related services.

2. Documents sufficient to show any "patient" definition(s) You have applied or implemented on behalf of, or in coordination with, Your Covered Entities in connection with 340B claims or accumulations, since December 29, 2020, including but not limited to any data or data fields that You collect, including for referrals, and any formulas, algorithms, methodologies, criteria, or processes utilized to determine whether an individual qualifies as a "patient" of a Covered Entity for purposes of 340B eligibility.

3. Documents sufficient to show revenues from 340B in Hawaii, including a breakdown of fees for referrals, and how You account for the funds received as 340B revenue or savings, including but not limited to any policies, practices, financial records, or reports.

4. Documents sufficient to show the methods, manners, policies, protocols, or procedures by which You assist with or coordinate Replenishment Orders on behalf of Covered Entities, including any documentation reflecting Your role in initiating, approving, or monitoring such orders.

5. Documents sufficient to show the mechanisms, protocols, or procedures by which You assist Covered Entities in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale, including any role You play in identifying eligible transactions or dispenses, applying discounts, or tracking reductions to patients' out-of-pocket costs.

6. Documents sufficient to show the services that You provide in connection with the 340B Rebate Model Pilot Program and the costs that You charge for those services.

7. Documents sufficient to show the services related to the 340B Program that You provide to contract pharmacies and the costs associated with such services.

8. Documents sufficient to identify all contract pharmacies and covered entities that You provide services to in Hawaii.

UNITED STATES DISTRICT COURT

for the

District of Hawaii

AbbVie, Inc., et al. *Plaintiff* v. Anne Lopez, In Her Official Capacity as the Attorney General of Hawaii *Defendant*	)	Civil Action No. 1:25-cv-00230

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Designated Representative of Verity Solutions Group, Inc.
c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

☑ Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters: See Exhibit 1

Place:	Date and Time:
Kirkland & Ellis LLP, 2005 Market Street, Suite 1000, Philadelphia, PA 19103	05/07/2026 9:00 am ET

The deposition will be recorded by this method: Stenographically, videographically, and/or remotely

☐ *Production:* You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 03/31/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Claire W. Black
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* AbbVie Inc., et al.
Claire W. Black, Esq. , who issues or requests this subpoena, are:
Claire W. Black, Esq., Dentons US LLP, 1001 Bishop Street, Suite 1800, Honolulu, HI 96813; Tel: (808) 524-1800;
Email: claire.black@dentons.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 1:25-cv-00230

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named individual as follows: _____

_____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT 1

DEFINITIONS

Notwithstanding any definition set forth below, each word, term, or phrase used in this Subpoena is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure. As used in this Subpoena, the following terms are to be interpreted in accordance with these definitions:

1. "340B Program" means the drug discounting program provided for by 42 U.S.C. § 256b.

2. "340B revenue" refers to any money, fees, cost savings, or other financial benefit received virtue of participation in the 340B Program or any relationship between You and Your Covered Entities or another third party.

3. "You" or "Your" means and refers to Verity Solutions Group, Inc., a third-party administrator participating in the federal 340B Program in Hawaii.

4. "Litigation" means AbbVie Inc. et al. v. Anne Lopez, Case No. 1:25-cv-00230, as well as any other lawsuit pending in the U.S. District Court for the District of Hawaii that has been consolidated with this Litigation.

5. "Person" or "Entity" and their plural forms include, without limitation, natural persons, law firms, partnerships, corporations, associations, and any other legal entities and divisions, departments, or other units thereof, and

include all of the Person's or Entity's principals, employees, agents, attorneys, consultants, and other representatives.

6. "Covered Entity" or "Covered Entities" has the same meaning as that provided at 42 U.S.C. § 256b(a)(4).

7. "Inventory Model," "Replenishment Model" or "Replenishment Order" refers to any inventory management process or methodology—or order placed thereunder—used by a Contract Pharmacy to replenish drugs dispensed under the 340B Program, including but not limited to virtual replenishment inventory, physical inventory, credit-based replenishment models, or other similar mechanisms.

8. "340B Rebate Model Pilot Program" means the program that HRSA announced to test a rebate model for effectuating the 340B price to covered entities. 90 Fed. Reg. at 36,163-65 (Aug. 1, 2025).

9. "Your Covered Entities" refers to those Covered Entities with whom You have entered into a contract related to the administration, coordination, or facilitation of the purchase, replenishment, or dispensing 340B-priced drugs under the 340B Program.

10. The terms and phrases "relating," "regarding," "concerning," "referring or relating to," "reflecting," and any variant thereof are used in their broadest sense to include any connection, relation, or relevance.

11. The words "and" and "or" shall be construed conjunctively or disjunctively, whichever makes the Request most inclusive.

12. "Including" means "including without limitation."

13. The use of the singular form of any word includes the plural and vice versa.

14. The use of a verb in any tense shall be construed as the use of the verb in all other tenses.

TOPICS

1. Contractual, financial, or other agreements or arrangements between You and Your Covered Entities, related to:

(a) How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;

(b) The scope of services You provide to Covered Entities in connection with 340B-related claims processing, data analytics, pharmacy network management, or reimbursement;

(c) The nature and scope of the relationship between You and any Covered Entity, including any agency or independent contractor relationships; and

(d) Percentage amount or fees retained by You as a part of Your contractual relationship to Your Covered Entities.

2. Your communications with Your Covered Entities regarding "patient" definition(s) You have applied or implemented on behalf of, or in coordination with, Your Covered Entities in connection with 340B claims or accumulations, including any data or data fields that You collect, including for referrals, and any formulas, algorithms, methodologies, criteria, or processes You utilize to determine whether an individual qualifies as a "patient" of a Covered Entity for purposes of 340B eligibility.

3. Your annual revenue, including the portion attributed to Your involvement in the 340B Program in Hawaii and a breakdown of fees for referrals.

4. Your communications with Your Covered Entities and/or Contract Pharmacies regarding the placement of Replenishment Orders.

5. Any method, manner, protocol, or procedure by which You assist Covered Entities in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale, including any role You play in identifying eligible transactions or dispenses, applying discounts, or tracking reductions to patients' out-of-pocket costs.

6. The services that You provide in connection with the 340B Program, including services You provide to contract pharmacies and covered entities, the services You provide related Rebate Model Pilot Program, and the costs that You charge for those services.

UNITED STATES DISTRICT COURT

for the

District of Hawaii

AbbVie, Inc., et al.

Plaintiff

v.

Anne Lopez, In Her Official Capacity as the Attorney General of Hawaii

Defendant

Civil Action No. 1:25-cv-00230

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Custodian of Records of Verity Solutions Group, Inc., c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

❒ *Production:* **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See Exhibit 1 attached.

Place:	Date and Time:
Kirkland & Ellis LLP 2005 Market Street, Suite 1000 Philadelphia, PA 19103	04/16/2026 9:00 am ET

❒ *Inspection of Premises:* **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 03/31/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Claire W. Black

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* /s/ Claire W. Black, who issues or requests this subpoena, are:

Claire W. Black, Esq., Dentons US LLP, 1001 Bishop Street, Suite 1800, Honolulu, HI 96813; Tel: (808) 524-1800; Email: claire.black@dentons.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 1:25-cv-00230

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT 1

DEFINITIONS

Notwithstanding any definition set forth below, each word, term, or phrase used in this Subpoena is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure. As used in this Subpoena, the following terms are to be interpreted in accordance with these definitions:

1. "340B Program" means the drug discounting program provided for by 42 U.S.C. § 256b.

2. "340B revenue or savings" refers to any money, fees, cost savings, or other financial benefit received virtue of participation in the 340B Program or any relationship between You and Your Covered Entities or another third party.

3. "You" or "Your" means and refers to Verity Solutions Group, Inc., a third-party administrator participating in the federal 340B Program in Hawaii.

4. "Litigation" means *AbbVie Inc. et al. v. Anne Lopez*, Case No. 1:25-cv-00230, as well as any other lawsuit pending in the U.S. District Court for the District of Hawaii that has been consolidated with this Litigation.

5. Document(s)" means all "writings and recordings," including communications or materials reflecting communications, as that term is defined in Federal Rule of Civil Procedure 34 and the Federal Rules of Evidence 1001 and is used in its broadest sense within the context of the Federal Rules of Civil Procedure.

Any document bearing marks including without limitation initials, stamped initials, comments, or notations that are not part of the original text is a separate document. "Document(s)" also includes information stored in, or accessible through, computer or other information retrieval systems (including any computer archives or back-up systems), together with instructions and all other materials necessary to use or interpret such data compilations.

6. "Person" or "Entity" and their plural forms include, without limitation, natural persons, law firms, partnerships, corporations, associations, and any other legal entities and divisions, departments, or other units thereof, and include all of the Person's or Entity's principals, employees, agents, attorneys, consultants, and other representatives.

7. "Covered Entity" or "Covered Entities" has the same meaning as that provided at 42 U.S.C. § 256b(a)(4).

8. "Contract Pharmacy" or "Contract Pharmacies" means a pharmacy that has entered into a contractual arrangement with a Covered Entity with respect to dispensation of 340B-priced drugs.

9. "Inventory Model," "Replenishment Model" or "Replenishment Order" refers to any inventory management process or methodology—or order placed thereunder—used by a Contract Pharmacy to replenish drugs dispensed under the 340B Program, including but not limited to virtual replenishment inventory,

physical inventory, credit-based replenishment models, or other similar mechanisms.

10. "340B Rebate Model Pilot Program" means the program that HRSA announced to test a rebate model for effectuating the 340B price to covered entities. 90 Fed. Reg. at 36,163-65 (Aug. 1, 2025).

11. "Your Covered Entities" refers to those Covered Entities with whom You have entered into a contract related to the administration, coordination, or facilitation of the purchase, replenishment, or dispensing 340B-priced drugs under the 340B Program.

12. The terms and phrases "relating," "regarding," "concerning," "referring or relating to," "reflecting," and any variant thereof are used in their broadest sense to include any connection, relation, or relevance.

13. The words "and" and "or" shall be construed conjunctively or disjunctively, whichever makes the Request most inclusive.

14. "Including" means "including without limitation."

15. The use of the singular form of any word includes the plural and vice versa.

16. The use of a verb in any tense shall be construed as the use of the verb in all other tenses.

17. If the requested documents are maintained in a file, the file folder is included in the request for production of those documents.

INSTRUCTIONS

1. Electronic records and computerized information must be produced in an intelligible format or together with a description of the system from which it was derived, sufficient to permit rendering the materials intelligible.

2. If there are no Document(s) responsive to any particular Request, You should so state in writing rather than leave the Request unanswered.

3. If You withhold from production any Document(s) requested herein on grounds of attorney-client privilege, work-product immunity, or otherwise, You shall provide a list identifying the specific grounds upon which the objection is based and the particular Request(s) objected to, and identifying any withheld Document(s) or portions thereof as follows:

a. Its date of creation;

b. The identity of all Persons who prepared and/or signed the Document(s);

c. The general nature of the Document(s) (i.e., whether it is a letter, chart, pamphlet, memorandum, etc.);

d. A summary of its content, or the general subject matter of the Document(s);

e. A listing of all Persons, including, but not limited to, the addressees, to whom copies of the Document(s) have been disclosed; and

f. The nature of the privilege or other rule of law relied upon to withhold the Document(s).

4. Different versions of the same Document(s), handwritten notes or notation in any form, draft Document(s) with handwritten notations or marks not found in the original or on other copies are considered to be different Documents for the purpose of production in compliance with these Requests, and each form should be produced separately.

5. Each Document produced in response to these Requests shall be produced along with any and/or all attachments and/or enclosures as have ever been attached to and/or enclosed with the Document. Documents attached to each other must not be separated.

6. Unless otherwise indicated in the Request, the time limit for any request is from January 1, 2023 to present.

7. Unless otherwise indicated in the Request, these requests are limited to Your relationships with Covered Entities in Hawaii.

REQUESTS FOR PRODUCTION

1. Documents including but not limited to the contracts entered into between You and Your Covered Entities, that reflect:

(a) How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;

(b) The scope of services You provide to Covered Entities in connection with 340B-related claims processing, data analytics, pharmacy network management, or reimbursement;

(c) The nature and scope of the relationship between You and any Covered Entity, including any agency or independent contractor relationships; and,

(d) Any percentage amount or fees retained by You as a part of Your contractual relationship to Your Covered Entities in connection with 340B-related services.

2. Documents sufficient to show any "patient" definition(s) You have applied or implemented on behalf of, or in coordination with, Your Covered Entities in connection with 340B claims or accumulations, since December 29, 2020, including but not limited to any data or data fields that You collect, including for referrals, and any formulas, algorithms, methodologies, criteria, or processes utilized to determine whether an individual qualifies as a "patient" of a Covered Entity for purposes of 340B eligibility.

3. Documents sufficient to show revenues from 340B in Hawaii, including a breakdown of fees for referrals, and how You account for the funds received as 340B revenue or savings, including but not limited to any policies, practices, financial records, or reports.

4. Documents sufficient to show the methods, manners, policies, protocols, or procedures by which You assist with or coordinate Replenishment Orders on behalf of Covered Entities, including any documentation reflecting Your role in initiating, approving, or monitoring such orders.

5. Documents sufficient to show the mechanisms, protocols, or procedures by which You assist Covered Entities in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale, including any role You play in identifying eligible transactions or dispenses, applying discounts, or tracking reductions to patients' out-of-pocket costs.

6. Documents sufficient to show the services that You provide in connection with the 340B Rebate Model Pilot Program and the costs that You charge for those services.

7. Documents sufficient to show the services related to the 340B Program that You provide to contract pharmacies and the costs associated with such services.

8. Documents sufficient to identify all contract pharmacies and covered entities that You provide services to in Hawaii.

Exhibit F

HUSCH BLACKWELL

Mary Kate Mullen
Partner

8001 Forsyth Bld., Suite 1500
St. Louis, MO 63105
Direct: 314.480.1741
Fax: 314.480.1505
Marykate.mullen@huschblackwell.com

April 22, 2026

VIA E-MAIL

Claire Wong Black
Dentons US LLP
1001 Bishop Street, Suite 1900
Honolulu, HI 96813
Claire.Black@dentons.com

Re: *AbbVie, Inc. et al. v. Anne Lopez, In Her Official Capacity as the Attorney General of Hawaii,* Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action and Subpoena to Testify at a Deposition in a Civil Action

Dear Counsel:

I write on behalf of Accredo Health Group, Inc. ("Accredo") in response to the Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (the "Subpoena for Records") and the Subpoena to Testify at a Deposition in a Civil Action (the "Deposition Subpoena") (collectively the "Subpoenas") recently served on or about April 1, 2026. This letter serves as Accredo's timely served objection to the Subpoenas.

As you are aware, Accredo is not a party to the underlying litigation. Your document requests and deposition topics do not comply with Rule 45's requirement to take reasonable steps to avoid imposing undue burden and expense on non-parties. *See* Fed. R. Civ. P. 45(d)(1). Many of your requests impose an unnecessary and undue burden on Accredo, a non-party, and are therefore improper. Further, to the extent AbbVie has already served subpoenas to Covered Entities, it is unduly burdensome and harassing to request duplicative documents from Accredo here. By providing these objections and responses, Accredo does not concede that it is the appropriate party for these requests and reserves all rights.

Many of your requests and topics are also overbroad and do not specifically identify what, if any, information is necessary and proportional to the claims and defenses in this case. The conduct of Accredo is not at issue in this litigation, as it concerns the constitutionality of a Hawaii state law. Accredo's conduct is simply not relevant to whether the Hawaii law is preempted by the

Supremacy Clause (First Claim for Relief), violates the Takings Clause (Second Claim for Relief), violates the dormant Commerce Clause doctrine (Third Claim for Relief), or is unconstitutionally vague in violation of the Due Process Clause (Fourth Claim for Relief). Plaintiffs' own Complaint acknowledges that this action "arises not from the federal 340B Program or the replenishment model itself, but from Act 143's prohibition on [Plaintiffs'] ability to condition their federal 340B offers." Compl. ¶ 14.

This litigation does not occur in a vacuum. AbbVie has brought similar actions in other states, and no court has found a pharmacy's conduct informative as to the constitutionality of a state statute. For example, in AbbVie's Mississippi action, the District Court found that the replenishment model discussed in your Subpoenas does not constitute an illegal diversion. *AbbVie Inc. v. Fitch*, 1:24-CV-184-HSO-BWR, 2024 WL 3503965, at *14 (S.D. Miss. July 22, 2024). Similarly, in AbbVie's Missouri action, the District Court found that AbbVie did not have standing to bring its claims for declaratory and injunctive relief and made it clear that AbbVie's theories are misguided. *AbbVie Inc. v. Bailey*, 2025 WL 1918948, at *9 (E.D. Mo. July 11, 2025). There, the court held that the Missouri law does not apply to AbbVie's alleged conduct of contract pharmacies if such conduct violates federal law. *Id.* at *7 ("First, S.B. 751 doesn't apply to any receipt that is prohibited by the United States Department of Health and Human Services.") (quotation omitted).

Quite simply, Accredo's conduct and its relationships with covered entities are not relevant to AbbVie's claims. While we are willing to meet and confer in good faith to discuss what, if any, information can be reasonably located, understand that any production must be significantly limited in scope to what is actually at issue in this litigation.

As to your Deposition Subpoena, the topics are duplicative of the document requests, and Accredo therefore objects to proceeding with a deposition as irrelevant, unnecessary, and harassing.

While we are willing to meet and confer in good faith to discuss what, if any, information can be reasonably located, please bear in mind that any production must be significantly limited in scope. In the meantime, we request that the deposition, which is tentatively scheduled for May 5, 2026, be postponed while the parties confer and determine whether a deposition is necessary and the appropriate scope of the Subpoenas. Accredo specifically reserves the right to file a motion to quash the Subpoenas if we are unable to reach an agreement.

GENERAL OBJECTIONS TO THE SUBPOENAS

Accredo makes the following General Objections to the Subpoena for Records and Subpoena for Deposition. Accredo hereby incorporates them, by reference, into each of its specific responses to the requests for documents set forth in the Subpoena for Records and the topics set forth in the Subpoena for Deposition. The assertion of the same, similar or additional objections,

or the provision of a partial response in the specific response below, does not waive or modify any of Accredo's general objections as set forth herein.

1. The Subpoenas are overly broad, unduly burdensome, and disproportionate to the needs of this case. Plaintiffs' Complaint asserts facial constitutional challenges to a Hawaii law, Act 143. Because the documents and information plaintiffs request in the Subpoenas are not relevant to the constitutionality of Act 143, the undue burden on Accredo responding to these Subpoenas far outweighs Plaintiffs' needs for the documents and information requested. Thus, the Subpoenas exceed the scope of discovery provided in Fed. R. Civ. P. 26(b)(1) and are unduly burdensome in violation of Fed. R. Civ. P. 45(d).

2. Accredo objects to the definition of "You," and "Your," to the extent that it implies Accredo is a "participant" in the 340B Program. Congress established Section 340B of the Public Health Service Act to enable Covered Entities "to stretch scarce federal resources as far as possible, reaching more eligible patients and providing more comprehensive services" to uninsured and low-income patients. H.R. Rep. No.102-384(II), at 12 (1992). As a condition of participating in the federal Medicaid program, the statute requires participating pharmaceutical manufacturers to offer outpatient drugs at various prices to an enumerated list of Covered Entities, including six categories of hospitals and other health centers such as tuberculosis clinics, black lung clinics, and hemophilia treatment centers. Accredo is not a Covered Entity nor a participating pharmaceutical manufacturer.

3. Accredo objects to the definition of "340B revenue or savings" as impermissibly vague and unduly burdensome as the definition does not specify what entity or person may have "340B revenue or savings." Accredo further objects to this definition to the extent it implies that Accredo is a "participant" in the 340B program. Congress established Section 340B of the Public Health Service Act to enable Covered Entities "to stretch scarce federal resources as far as possible, reaching more eligible patients and providing more comprehensive services" to uninsured and low-income patients. H.R. Rep. No.102-384(II), at 12 (1992). As a condition of participating in the federal Medicaid program, the statute requires participating pharmaceutical manufacturers to offer outpatient drugs at various prices to an enumerated list of Covered Entities, including six categories of hospitals and other health centers such as tuberculosis clinics, black lung clinics, and hemophilia treatment centers. Accredo is not a Covered Entity nor a participating pharmaceutical manufacturer.

4. Accredo objects to the definition of "Document(s)" as including "all writings and recordings" as overbroad, unduly burdensome, and to the extent it seeks documents or information that are subject to the attorney-client privilege or work product doctrine. Accredo further objects to the instruction that notations that are not a part of original texts being separate documents, as that potentially requires Accredo to produce documents separately from how they were stored or maintained in the usual course of business. This imposes a burden which goes beyond the requirements of the Federal Rules of Civil Procedure.

5. Accredo objects to the definition of "Inventory Model," "Replenishment Model" or "Replenishment Order" as overbroad, unduly burdensome, vague, and to the extent it seeks documents or information outside of Accredo's possession or documents which are wholly unrelated to the underlying suit.

6. Accredo objects to the definition of "Your Covered Entities" to the extent that it implies an ownership or agency relationship between Accredo and any Covered Entity. Accredo further objects to this definition to the extent it seeks to describe the purpose of any hypothetical agreement between Accredo and a Covered Entity. Further, "Covered Entities" is vague and overbroad; Accredo, a third party, cannot identify which Covered Entities are at issue in Plaintiffs' Subpoenas.

7. Accredo objects to the instructions in Paragraph 4 of the Subpoena for Records as overly burdensome and contrary to the Federal Rules in that this instruction may require Accredo to produce documents in ways other than they were ordinarily stored in the ordinary course of business. Accredo further objects to this instruction to the extent that it is construed to cover material protected by the work product doctrine and/or attorney client privilege.

8. Accredo objects to the instructions in Paragraph 5 of the Subpoena for Records to include any and all attachments or enclosures as have ever been attached or enclosed with the documents as overly burdensome and contrary to the Federal Rules in that this instruction may require Accredo to produce documents in ways other than they were ordinarily stored in the ordinary course of business.

9. Accredo objects to the Subpoenas to the extent they seek documents or information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable privilege or exemption. Accredo will not produce such materials or information and any inadvertent production shall not constitute waiver of any applicable privileges or exemptions.

10. Accredo objects to the Subpoenas because they do not include a relevant time period and therefore are overly broad and unduly burdensome, particularly when the relief sought is entirely prospective.

11. Accredo objects to the scope of the Subpoenas as overly burdensome and duplicative, to the extent they seek information already requested or obtained from covered entities.

RESPONSES AND OBJECTIONS
TO THE SUBPOENA FOR RECORDS' DOCUMENT REQUESTS

1. Documents including, but not limited, to the contracts entered into between You and Your Covered Entities, that reflect:

a. How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;

b. The nature and scope of the relationship between You and Your Covered Entities, including the role played by any Third-Party Administrator or other agency or independent contractor relationships; and,

c. Any percentage amount or fees retained by You as a part of Your contractual relationship to Your Covered Entities in connection with 340B-related Services.

Accredo objects to this Request as overly broad and unreasonably vague in seeking documents and contracts concerning "[h]ow Your Covered Entities" maintain title to 340B drugs. To the extent plaintiffs seek how Covered Entities "maintain title to the 340B-priced drugs ordered under the 340B Program," the proper party to provide documents related to those practices is the Covered Entity itself. As it relates to Requests 1(b), and (c) Accredo objects to this Request as not proportional to the claims and defenses in this case.

Further, nature and scope of relationship and fees retained by Accredo are highly confidential and represent trade secrets and are irrelevant to the claims or defenses in this matter. Much of the information sought in 1(b) and (c) is subject to confidentiality provisions between Accredo and a Covered Entity. The burden of meeting contractual notice requirements and of providing such sensitive information far outweighs any potential relevance to this litigation which concerns the constitutionality of a Hawaii law.

2. Documents sufficient to show any "patient" definition(s) You have applied or have advised Your Covered Entities to apply since December 29, 2020, including but not limited to any formulas, algorithms, methodologies, criteria, or processes utilized to determine whether an individual qualifies as a "patient" of a Covered Entity for purposes of 340B eligibility.

Accredo objects to this Request as seeking "patient' definition(s) You have applied on behalf of or have advised Your Covered Entity to apply" as unreasonably vague in seeking information regarding the application of a single term which may have different meanings in different contexts. Accredo further objects to this request to the extent that it seeks how Covered Entities were "advised" as unreasonably vague and overbroad. Accredo further objects to the production of any formulas, algorithms, methodologies, criteria, or processes to determine if an individual qualifies as a "patient" of a Covered Entity for the purposes of 340B eligibility as unreasonably vague and overbroad. Any methodology theoretically used by Accredo to identify 340B claims is not relevant to the claims or defenses of this litigation as it is the result of contractual obligations between Accredo and its counterparties. Further, those methodologies or processes are highly confidential trade secrets, and the burden of their production does not outweigh its benefit in light of the claims and defenses of this litigation.

3. Documents sufficient to show how Your 340B revenue or savings and You account for the funds received as 340B revenue or savings, including but not limited to any policies, practices, financial records, or reports.

Accredo objects to this Request as unreasonably vague as to the term "how Your 340B revenue or savings" because it is unclear what is meant by "how Your" as it relates to revenue or savings. Accredo further objects to this Request as overbroad and unreasonably vague in seeking how Accredo "account[s]" the funds received as 340B revenue or savings. It is entirely unclear as to what revenue or savings this Request applies to. Additionally, Accredo objects to this request to the extent it asks for how it "account[s]" for the "funds" received as 340B revenue or savings. The accounting practices of Accredo are not proportional to the claims and defenses in this case and relevant to any claim or defense in this litigation which concerns the constitutionality of a Hawaii law. Further, Accredo's policies, practices, financial records, and reports are highly confidential and represent trade secrets. Accredo further objects to this Request because it seeks information protected under the Health Insurance Portability and Accountability Act (HIPAA), and such information will not be produced unless adequate steps are taken to safeguard such information, including a HIPAA compliant protective order.

4. Documents sufficient to show the methods, manners, policies, protocols, or procedures by which You assist with or coordinate Replenishment Orders on behalf of Covered Entities, including any documentation reflecting Your role in initiating, approving, or monitoring such orders.

Accredo objects to this Request as overbroad and unreasonably vague in that it asks Accredo to produce documents relating to the inventory management process of Covered Entities which are entirely separate from Accredo. To the extent that Plaintiffs believe these inventory practices are relevant to the claims or defenses in this litigation, the proper parties for this Request are the Covered Entities themselves. Further, the methods, manners, policies, protocols, or procedures relating to Accredo's relationship with Covered Entities are highly confidential and represent trade secrets and are irrelevant to the claims or defenses in this matter. Accredo further objects to this Request because it seeks information protected under the HIPAA, and such information will not be produced unless adequate steps are taken to safeguard such information, including a HIPAA-compliant protective order. Accredo further objects to this request as unduly burdensome in that it seeks irrelevant information far beyond the scope of this lawsuit, which can only involve conduct within the state of Hawaii

Accredo further objects because Plaintiffs' theories on this point are a pure fishing expedition based on a misguided understanding of federal law. Section 340B prohibits covered entities from transferring title to anyone except their own patients. *See* 42 U.S.C. §

256b(a)(5)(B) ("With respect to any covered outpatient drug that is subject to an agreement under this subsection, a covered entity shall not resell or otherwise transfer the drug to a person who is not a patient of the entity."). The very HRSA notices that *allow* the use of contract pharmacies clarify that contract pharmacies may not themselves take title to the discounted drugs. *See* 61 Fed. Reg. at 43,549–50 ("If the [covered] entity directs the drug shipment to its contract pharmacy, we see no basis on which to conclude that section 340B precludes this type of transaction or otherwise exempts the manufacturer from statutory compliance. *However, the entity must comply, under any distribution mechanism, with the statutory prohibition on drug diversion*." (emphasis added)). The procedures implicated by this request are not relevant to this litigation. Their supposed relevance is based not in fact but in Plaintiffs' own misunderstanding of the law.

Answering further, Accredo does not maintain or possess any policies, protocols, or procedures, outside of Accredo's contracts with Covered Entities, which provide instruction for how Accredo assists or coordinates Replenishment Orders with Covered Entities.

5. Documents sufficient to show how You use revenue or savings related to 340B sales, including any mechanisms, protocols, or procedures by which You assist Covered Entities in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale, including any role You play in identifying eligible transactions, applying discounts, or tracking reductions to patients' out-of-pocket costs.

Accredo objects to this Request as overly broad, vague and not proportional to the claims and defenses in this case in that it is entirely unclear to what revenue or savings this Request applies to. Furthermore, Accredo objects to this Request as overly broad, vague, and not proportional to the claims and defenses in this case in that it seeks documents concerning how Accredo "assist[s]" Covered Entities in passing through discounts. To the extent that the practices of Covered Entities are relevant to the claims and defenses of this litigation, the proper party to produce documents related to such practices are the Covered Entities themselves. Accredo further objects to this Request to the extent it seeks the "role [Accredo] play[s]" in identifying eligible transactions, applying discounts, or tracking reduction to patients' out of pocket costs as this is overly broad and unreasonably vague. This Request could presumably implicate a variety of actions, none of which are relevant to the claims and defenses of this litigation, which concerns the constitutionality of a Hawaii state law.

Answering further, Accredo does not assist Covered Entities in passing through discounts to patients at the point of sale.

6. Documents sufficient to show how claims data related to 340B drug transactions are generated, processed, and disseminated by You, Your Covered Entities, and any Third-Party Administrators, as well as the contents of such claims data.

Accredo objects to this Request as overly broad and unduly burdensome in that it asks Accredo to show how claims data is "generated, processed, and disseminated" by Covered Entities and Third-Party Administrators. If AbbVie is concerned about the practices of Covered Entities and Third-Party Administrators, AbbVie must request information from those entities – not from Accredo.

Further answering Accredo objects to this request seeking how claims data is "generated, processed, and disseminated" by Accredo as unreasonably vague, overbroad and unduly burdensome. This Request could presumably implicate a variety of practices, none of which are specified in this Request. What's more, to the extent that the practices sought by this Request are identifiable, they are wholly irrelevant to this litigation, which concerns the constitutionality of a Hawaii state law. Similarly, the claims data is irrelevant and highly confidential HIPPA protected information. The burden of their production is vastly outweighed by their relevance to this litigation.

RESPONSES AND OBJECTIONS
TO THE DEPOSITION SUBPOENA TOPICS

1. Contractual, financial, or other agreements or arrangements between You and Your Covered Entities, related to:

a. How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;

b. The nature and scope of the relationship between You and Your Covered Entities, including the role played by any Third-Party Administrator or other agency or independent contractor relationships; and

c. Any percentage amount or fees retained by You as a part of Your contractual relationship to Your Covered Entities in connection with 340B-related services.

Accredo objects to this Topic as overly broad and unreasonably vague in seeking documents and contracts concerning "[h]ow Your Covered Entities" maintain title to 340B drugs. To the extent plaintiffs seek how Covered Entities "maintain title to the 340b-priced drugs ordered under the 340B Program," the proper party to provide testimony related to those practices is the Covered Entity itself. As it relates to Topics 1(b) and (c) Accredo objects to this request as not proportional to the claims and defenses in this case.

Further, the nature and scope of the relationship and fees retained by Accredo are highly confidential and represent trade secrets and are irrelevant to the claims or defenses in this matter. Much of the information sought in 1(b) and (c) is subject to confidentiality provisions between Accredo and a Covered Entity. The burden of providing such sensitive information far outweighs any potential relevance to this litigation which concerns the constitutionality of a Hawaii law. Additionally, to the extent Plaintiffs are provided

Accredo's contracts, those contracts speak for themselves and any deposition would be overly burdensome for Accredo; deposition testimony is not necessary to explain plainly written contractual provisions.

2. Your role in determining whether an individual qualifies as a "patient" of a Covered Entity for purposes of 340B eligibility, including Your communications with Your Covered Entities or Third-Party Administrators regarding "patient" definition(s) You have applied on behalf of or have advised Your Covered Entities to apply, including any formulas, algorithms, methodologies, criteria, or processes utilized.

Accredo objects to this Topic seeking "[Accredo's] role" in determining whether an individual qualifies as a "patient" as unreasonably vague. The terms "Your role" and "patient" are reasonably subject to multiple interpretations, none of which are specified in this Topic. Accredo further objects to this Topic as seeking "'patient' definition(s) You have applied on behalf of or have advised Your Covered Entities to apply" as unreasonably vague. Additionally, Accredo objects to the production of any formulas, algorithms, methodologies, criteria, or processes utilized as unreasonably vague and overbroad. Any methodology used by Accredo to identify 340B claims is not relevant to the claims or defenses of this litigation as it is the result of contractual obligations between Accredo and its counterparties. Further, those methodologies or processes are highly confidential trade secrets, and the burden of their production does not outweigh its benefit in light of the claims and defenses of this litigation. What's more, this Topic is unreasonably overly broad in that it asks Accredo to testify to the "formulas, algorithms, methodologies, criteria, or processes utilized" without specifying what party supposedly "utilized" those "formulas, algorithms, methodologies, criteria, or processes."

3. Your annual revenue, including the portion attributed to Your involvement in the 340B Program.

Accredo objects to this Topic seeking Accredo's "annual revenue, including the portion attributed to Your involvement in the 340B Program" as overly broad, disproportionate to the claims and defenses in this case, and not relevant to any claim or defense in this litigation. The revenue of a non-party has no bearing on the constitutionality of a Hawaii state law. Further, this Topic seeks confidential and proprietary information from Accredo. The request for Accredo's "annual revenue" is unduly burdensome, harassing and entirely inappropriate. Even more galling, this Topic is not limited to revenue generated in Hawaii and is thus strikingly overbroad. AbbVie is seeking the national revenue of a third party to supposedly determine if the Hawaii legislature can pass a state law. That is not credible. This Topic is wholly inappropriate.

4. Your role in the placement of Replenishment Orders, including Your communications with Your Covered Entities or Third-Party Administrators regarding the placement of Replenishment Orders.

Accredo objects to this Topic as overbroad and unreasonably vague in that it seeks Accredo to testify regarding a broad swath of potential business practices. To the extent that Plaintiffs believe these inventory practices are relevant to the claims or defenses in this litigation, the proper parties for this Request are the Covered Entities themselves. Further, the communications between Accredo and Covered Entities are highly confidential, represent trade secrets, and are irrelevant to the claims or defenses in this matter. Accredo further objects to this Topic because it seeks information protected under the Health Insurance Portability and Accountability Act (HIPAA), and such information will not be produced unless adequate steps are taken to safeguard such information, including a HIPAA compliant protective order.

Accredo further objects because Plaintiffs' theories on this point are a pure fishing expedition based on a misguided understanding of federal law. Section 340B prohibits covered entities from transferring title to anyone except their own patients. *See* 42 U.S.C. § 256b(a)(5)(B) ("With respect to any covered outpatient drug that is subject to an agreement under this subsection, a covered entity shall not resell or otherwise transfer the drug to a person who is not a patient of the entity."). The very HRSA notices that *allow* the use of contract pharmacies clarify that contract pharmacies may not themselves take title to the discounted drugs. *See* 61 Fed. Reg. at 43,549–50 ("If the [covered] entity directs the drug shipment to its contract pharmacy, we see no basis on which to conclude that section 340B precludes this type of transaction or otherwise exempts the manufacturer from statutory compliance. *However, the entity must comply, under any distribution mechanism, with the statutory prohibition on drug diversion*." (emphasis added). The procedures implicated by this Topic are not relevant to this litigation. Their supposed relevance is based not in fact but in Plaintiffs' own misunderstanding of the law.

5. How You use revenue You receive related to 340B-eligible sales, including any method, manner, protocol, or procedure by which You assist Covered Entities or Third-Party Administrators in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale.

Accredo objects to this Topic as vague in that it is entirely unclear what revenue this Topic applies to. Accredo further objects to this Topic as overly broad, vague, and not proportional to the needs of the case in that it seeks documents concerning how Accredo "assist(s)" Covered Entities in passing through discounts. The Fifth Circuit has held that H.B. 728 is not field preempted and that Plaintiffs have not shown that H.B. 728 effectuates a physical taking. *AbbVie*, 152 F.4th at 643-45. To the extent that the practices of Covered Entities are relevant to the claims and defenses of this litigation, the proper party to produce

documents related to such practices are the Covered Entities themselves. This Topic could presumably implicate a variety of actions, none of which are relevant to the claims and defenses of this litigation, which concerns the constitutionality of a Hawaii state law.

Further, this Topic is overly burdensome because it is duplicative of Request No. 5. Accredo does not and cannot pass through portions of 340B discounts at the point of sale because Accredo does not know if a claim is a 340B claim at the point of sale.

6. The claims data you generate related to 340B drugs transactions, including the content of that data, how it is generated and disseminated, and how You, Your Covered Entities, and any Third-Party Administrators use such claims data.

Accredo objects to this Topic as overly broad and unduly burdensome in that it asks Accredo to show how claims data is "generated and disseminated" by Covered Entities and Third-Party Administrators. If AbbVie is concerned about the practices of Covered Entities and Third-Party Administrators, AbbVie must request testimony from those entities – not from Accredo.

Further answering, Accredo objects to this Topic seeking how claims data is "generated and disseminated" by Accredo as unreasonably vague, overbroad and unduly burdensome. This Topic could presumably implicate a variety of practices, none of which are specified in this Topic. What's more, to the extent that the practices sought by this Topic are identifiable, they are wholly irrelevant to this litigation, which concerns the constitutionality of a Hawaii state law. Similarly, the claims data is irrelevant and highly confidential HIPPA protected information. The burden of their production is vastly outweighed by their relevance to this litigation.

As stated above, we are willing to meet and confer in good faith to address the scope and burden issues asserted in Accredo's objections. Please contact me with any questions or concerns regarding this response.

Sincerely,

/s/ Mary Kate Mullen

Mary Kate Mullen
On Behalf of Accredo Health Group, Inc.

HUSCH BLACKWELL

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April 22, 2026

VIA E-MAIL

Claire Wong Black
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Re: *AbbVie, Inc. et al. v. Anne Lopez, In Her Official Capacity as the Attorney General of Hawaii,* Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action and Subpoena to Testify at a Deposition in a Civil Action

Dear Counsel:

I write on behalf of Verity Solutions Group, Inc. ("Verity") in response to the Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (the "Subpoena for Records") and the Subpoena to Testify at a Deposition in a Civil Action (the "Deposition Subpoena") (collectively the "Subpoenas") recently served on or about April 1, 2026. This letter serves as Verity's timely served objection to the Subpoenas.

As you are aware, Verity is not a party to the underlying litigation. Further, Verity does not have any contracts with Plaintiffs or Defendant. Verity did not play any role in passing, or challenging, the law at the heart of this dispute. With this in mind, your document requests and deposition topics do not comply with Rule 45's requirement to take reasonable steps to avoid imposing undue burden and expense on non-parties. *See* Fed. R. Civ. P. 45(d)(1). Many of your requests impose an unnecessary and undue burden on Verity, a non-party, and are therefore improper. Further, the Subpoenas are duplicative of the Subpoenas served to Verity by AbbVie in *AbbVie, Inc. et al. v. Lynn Fitch, et al*. It is unduly burdensome for Verity, non-party, to respond to the same information that it previously responded to in AbbVie's Mississippi lawsuit. By providing these objections and responses, Verity does not concede that it is the appropriate party for these requests and reserves all rights.

Many of your requests and topics are also overbroad and do not specifically identify what, if any, information is necessary and proportional to the claims and defenses in this case. The conduct of Verity is not at issue in this litigation, as it concerns the constitutionality of a Hawaii state law. Verity's conduct is simply not relevant to whether the Hawaii law is preempted by the Supremacy Clause (First Claim for Relief), violates the Takings Clause (Second Claim for Relief), violates the dormant Commerce Clause doctrine (Third Claim for Relief), or is unconstitutionally vague in violation of the Due Process Clause (Fourth Claim for Relief). Plaintiffs' own Complaint acknowledges that this action "arises not from the federal 340B Program or the replenishment model itself, but from Act 143's prohibition on [Plaintiffs'] ability to condition their federal 340B offers." Compl. ¶ 14..

As to your Deposition Subpoena, the topics are duplicative of the document requests, and Verity therefore objects to proceeding with a deposition as irrelevant, unnecessary, and harassing. Further, the Deposition Subpoena violates Rule 45(c)(1)(A) because it asks Verity to sit for a deposition in Philadelphia, PA, more than 100 miles from where Verity resides.

While we are willing to meet and confer in good faith to discuss what, if any, information can be reasonably located, please bear in mind that any production must be significantly limited in scope. In the meantime, we request that the deposition, which was which is tentatively scheduled for May 7, 2026, be postponed while the parties confer and determine whether a deposition is necessary and the appropriate scope of the Subpoenas. Verity specifically reserves the right to file a motion to quash the Subpoenas if we are unable to reach an agreement.

GENERAL OBJECTIONS TO THE SUBPOENAS

Verity makes the following General Objections to the Subpoena for Records and Subpoena for Deposition. Verity hereby incorporates them, by reference, into each of its specific responses to the requests for documents set forth in the Subpoena for Records and the topics set forth in the Subpoena for Deposition. The assertion of the same, similar or additional objections, or the provision of a partial response in the specific response below, does not waive or modify any of Verity's general objections as set forth herein.

1. The Subpoenas are overly broad, unduly burdensome, and disproportionate to the needs of this case. Plaintiffs' Complaint asserts facial constitutional challenges to a Hawaii law, Act 143. Because the documents and information plaintiffs request in the Subpoenas are not relevant to the constitutionality of Act 143, the undue burden on Verity responding to these Subpoenas far outweighs plaintiffs' needs for the documents and information requested. Thus, the Subpoenas exceed the scope of discovery provided in Fed. R. Civ. P. 26(b)(1) and are unduly burdensome in violation of Fed. R. Civ. P. 45(d).

2. Verity objects to the definition of "You," and "Your," to the extent that it implies Verity is a "participant" in the 340B Program. Congress established Section 340B of the Public Health Service Act to enable Covered Entities "to stretch scarce federal resources as far as possible,

reaching more eligible patients and providing more comprehensive services" to uninsured and low-income patients. H.R. Rep. No.102-384(II), at 12 (1992). As a condition of participating in the federal Medicaid program, the statute requires participating pharmaceutical manufacturers to offer outpatient drugs at various prices to an enumerated list of Covered Entities, including six categories of hospitals and other health centers such as tuberculosis clinics, black lung clinics, and hemophilia treatment centers. Verity is not a Covered Entity nor a participating pharmaceutical manufacturer.

3. Verity objects to the definition of "Document(s)" as including "all writings and recordings" as overbroad, unduly burdensome, and to the extent it seeks documents or information that are subject to the attorney-client privilege or work product doctrine. Verity further objects to the instruction that notations that are not a part of original texts being separate documents, as that potentially requires Verity to produce documents separately from how they were stored or maintained in the usual course of business. This imposes a burden which goes beyond the requirements of the Federal Rules of Civil Procedure.

4. Verity objects to the definition of "Inventory Model," "Replenishment Model" or "Replenishment Order" as overbroad, unduly burdensome, vague, and to the extent it seeks documents or information outside of Verity's possession or documents which are wholly unrelated to the underlying suit.

5. Verity objects to the definition of "Your Covered Entities" to the extent that it implies an ownership or agency relationship between Verity and any Covered Entity. Verity further objects to this definition to the extent it seeks to describe the purpose of any hypothetical agreement between Verity and a Covered Entity. Further, "Covered Entities" is vague and overbroad; Verity, a third party, cannot identify which Covered Entities are at issue in Plaintiffs' Subpoenas.

6. Verity objects to the instructions in Paragraph 4 of the Subpoena for Records as overly burdensome and contrary to the Federal Rules in that this instruction may require Verity to produce documents in ways other than they were ordinarily stored in the ordinary course of business. Verity further objects to this instruction to the extent that it is construed to cover material protected by the work product doctrine and/or attorney client privilege.

7. Verity objects to the instructions in Paragraph 5 of the Subpoena for Records to include any and all attachments or enclosures as have ever been attached or enclosed with the documents as overly burdensome and contrary to the Federal Rules in that this instruction may require Verity to produce documents in ways other than they were ordinarily stored in the ordinary course of business.

8. Verity objects to the Subpoenas to the extent they seek documents or information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other

applicable privilege or exemption. Verity will not produce such materials or information and any inadvertent production shall not constitute waiver of any applicable privileges or exemptions.

9. Verity objects to the relevant time period, which at times dates back over three years, as overly broad and unduly burdensome, particularly when the relief sought is entirely prospective.

RESPONSES AND OBJECTIONS
TO THE SUBPOENA FOR RECORDS' DOCUMENT REQUESTS

1. Documents including but not limited to the Contracts entered between You and Your Covered entities, that reflect:

(a) How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;
(b) The scope of services You provide to Covered Entities in connection with 340B-related claims processing, data analytics, pharmacy network management, or reimbursement;
(c) The nature and scope of the relationship between You and any Covered entity, including any agency or independent contractor relationships; and,
(d) Any percentage amount or fees retained by You as part of Your contractual relationship to Your Covered entities in connection with 340B-related services.

Verity objects to this Request as overly broad and unreasonably vague in seeking documents and contracts concerning "how Your Covered Entities" maintain title to 340B drugs. To the extent Plaintiffs seek how Covered Entities "maintain title to the 340B-priced drugs ordered under the 340B Program," the proper party to provide documents related to those practices is the Covered Entity itself. As it relates to Requests 1(b), (c) and (d) Verity objects to this Request as not proportional to the claims and defenses in this case.

Further, the scope of services, nature of relationship, and fees retained by Verity are highly confidential and represent trade secrets and are irrelevant to the claims or defenses in this matter. Much of the information sought in 1(b), (c), and (d), is subject to confidentiality provisions between Verity and a Covered Entity. The burden of meeting contractual notice requirements and of providing such sensitive information far outweighs any potential relevance to this litigation which concerns the constitutionality of a Hawaii law.

2. Documents sufficient to show any "patient" definition(s) You have applied or implemented on behalf of, or in coordination with, Your Covered Entities in connection with 340B claims or accumulations, since December 29, 2020, including but not limited to any data or data fields that You collect, including for referrals, and any formulas, algorithms, methodologies, criteria, or processes utilized to determine whether an individual qualifies as a "patient" of a Covered Entity for the purposes of 340B eligibility.

Verity objects to this Request as seeking "patient' definition(s) You have applied on behalf of or have advised Your Covered Entity to apply" as unreasonably vague in seeking information regarding the application of a single term which may have different meanings in different contexts. Verity further objects to this request to the extent that it seeks how Covered Entities were "coordinat[ed] with" as unreasonably vague and overbroad. Verity further objects to the production of any data, formulas, algorithms, methodologies, criteria, or processes to determine if an individual qualifies as a "patient" of a Covered Entity for the purposes of 340B eligibility as unreasonably vague and overbroad. Any methodology theoretically used by Verity to identify 340B claims is not relevant to the claims or defenses of this litigation as it is the result of contractual obligations between Verity and its counterparties. Further, those methodologies or processes are highly confidential trade secrets, and the burden of their production does not outweigh its benefit in light of the claims and defenses of this litigation.

3. Documents sufficient to show how You account for revenues from 340B in Hawaii, including a breakdown of fees for referrals, and how You account for the funds received as 340B revenue or savings, including but not limited to any policies, practices, financial records or reports.

Verity objects to this Request as overbroad and unreasonably vague in seeking how Verity "account[s]" for revenues from 340B in Hawaii. It is entirely unclear as to what revenues this request applies to. Additionally Verity objects to this request to the extent it asks for how "accounts" for the "funds" received as 340B revenue or savings. The accounting practices of Verity are not proportional to the claims and defenses in this case and relevant to any claim or defense in this litigation which concerns the constitutionality of a Hawaii law. Further, Verity's policies, practices, financial records, and reports are highly confidential and represent trade secrets. Verity further objects to this Request because it seeks information protected under the Health Insurance Portability and Accountability Act (HIPAA), and such information will not be produced unless adequate steps are taken to safeguard such information, including a HIPAA compliant protective order.

4. Documents sufficient to show the methods, manners, policies, protocols, or procedures by which You assist with or coordinate Replenishment Orders on behalf of Covered Entities, including any documentation reflecting Your role in initiating, approving, or monitoring such orders.

Verity objects to this Request as overbroad and unreasonably vague in that it asks Verity to produce documents relating to the inventory management process of Covered Entities which are entirely separate from Verity. To the extent that Plaintiffs believe these inventory practices are relevant to the claims or defenses in this litigation, the proper parties for this Request are the Covered Entities themselves. Further, the methods, manners, policies, protocols, or procedures relating to Verity's relationship with Covered Entities are

highly confidential and represent trade secrets and are irrelevant to the claims or defenses in this matter. Verity further objects to this Request because it seeks information protected under the HIPAA, and such information will not be produced unless adequate steps are taken to safeguard such information, including a HIPAA-compliant protective order. Verity further objects to this request as unduly burdensome in that it seeks irrelevant information far beyond the scope of this lawsuit, which can only involve conduct within the state of Hawaii

Verity further objects because Plaintiffs' theories on this point are a pure fishing expedition based on a misguided understanding of federal law. Section 340B prohibits covered entities from transferring title to anyone except their own patients. *See* 42 U.S.C. § 256b(a)(5)(B) ("With respect to any covered outpatient drug that is subject to an agreement under this subsection, a covered entity shall not resell or otherwise transfer the drug to a person who is not a patient of the entity."). The very HRSA notices that *allow* the use of contract pharmacies clarify that contract pharmacies may not themselves take title to the discounted drugs. *See* 61 Fed. Reg. at 43,549–50 ("If the [covered] entity directs the drug shipment to its contract pharmacy, we see no basis on which to conclude that section 340B precludes this type of transaction or otherwise exempts the manufacturer from statutory compliance. *However, the entity must comply, under any distribution mechanism, with the statutory prohibition on drug diversion*." (emphasis added)). The procedures implicated by this request are not relevant to this litigation. Their supposed relevance is based not in fact but in Plaintiffs' own misunderstanding of the law.

5. Documents sufficient to show the mechanisms, protocols, or procedures by which You assist Covered Entities in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale, including any role You play in identifying eligible transactions or dispenses, applying discounts, or tracking reductions to patients' out-of-pocket costs.

Verity objects to this Request as overly broad, vague and not proportional to the claims and defenses in this case in that it seeks documents concerning how Verity "assist(s)" Covered Entities in passing through discounts. To the extent that the practices of Covered Entities are relevant to the claims and defenses of this litigation, the proper party to produce documents related to such practices are the Covered Entities themselves. Verity further objects to this Request to the extent it seeks the "role [Verity] play[s]" in identifying eligible transactions or dispenses, applying discounts, or tracking reduction to patients' out of pocket costs as this is overly broad and unreasonably vague. This Request could presumably implicate a variety of actions, none of which are relevant to the claims and defenses of this litigation, which concerns the constitutionality of a Hawaii state law.

6. Documents sufficient to show the services that You provide in connection with the 340B Rebate Model Pilot Program and the costs that You charge for those services.

Verity objects to this request as unduly burdensome in that it seeks irrelevant information related to the 340B Rebate Model Pilot Program. That program is not the subject of this litigation, which concerns the viability of a Hawaii state law. Further, to the extent that Verity charges fees relating to services for those programs, those fees, if they exist, are highly confidential trade secrets. The revenue of a non-party has no bearing on the constitutionality of a Hawaii state law. Verity further objects to this request as unduly burdensome in that it seeks irrelevant information far beyond the scope of this lawsuit, which can only involve conduct within the state of Hawaii.

7. Documents sufficient to show the services related to the 340B Program that you provide to contract pharmacies and the costs associated with such services.

Verity objects to this request as unduly burdensome in that it seeks irrelevant information far beyond the scope of this lawsuit, which can only involve conduct within the state of Hawaii. Further, to the extent that Verity charges fees relating to such services, those fees, to the extent that they exist, are highly confidential trade secrets. Verity further objects to the phrase "costs" as unduly burdensome and overly vague as it is unclear what, if any, "costs" the request refers to.

8. Documents sufficient to identify all contract pharmacies and covered entities that You provide services to in Hawaii.

Verity objects to this request as overly burdensome and seeking irrelevant information in that it seeks confidential trade secret information relating to Verity's clients. Whether or not Verity is contracted with a particular entity has no bearing on the constitutionality of a Hawaii state law. This request is a pure fishing expedition which has no impact on the success or failure of the underlying claims.

RESPONSES AND OBJECTIONS
TO THE DEPOSITION SUBPOENA TOPICS

1. Contractual, financial, or other agreements or arrangements between You and Your Covered Entities, related to:

(a) How Your Covered Entities maintain title to the 340B-priced drugs ordered under the 340B Program;
(b) The scope of services You provide to Covered Entities in connection with 340B related claims processing, data analytics, pharmacy network management, or reimbursement;
(c) The nature and scope of the relationship between You and any Covered Entity, including any agency or independent contractor relationships; and
(d) Percentage amount or fees retained by You as a part of Your contractual

relationship to Your Covered Entities.

Verity objects to this Topic as overly broad and unreasonably vague in seeking documents and contracts concerning "how Your Covered Entities" maintain title to 340B drugs. To the extent plaintiffs seek how Covered Entities "maintain title to the 340b-priced drugs ordered under the 340B Program," the proper party to provide testimony related to those practices is the Covered Entity itself. As it relates to Topics 1(b), (c) and (d) Verity objects to this request as not proportional to the claims and defenses in this case.

Further, the scope of services, nature of relationship, and fees retained by Verity are highly confidential and represent trade secrets and are irrelevant to the claims or defenses in this matter. Much of the information sought in 1(b), (c), and (d), is subject to confidentiality provisions between Verity and a Covered Entity. The burden of providing such sensitive information far outweighs any potential relevance to this litigation which concerns the constitutionality of a Hawaii law. Additionally, to the extent Plaintiffs are provided Verity's contracts, those contracts speak for themselves and any deposition would be overly burdensome for Verity; deposition testimony is not necessary to explain plainly written contractual provisions.

2. Your communications with Your Covered Entities regarding "patient" definition(s) You have applied or implemented on behalf of or in coordination with, Your Covered Entities in connection with 340B claims or accumulations, including any data fields that You collect, including for referrals, including any formulas, algorithms, methodologies, criteria, or processes You utilize to determine whether an individual qualifies as a "patient" of a Covered Entity for purposes of 340B eligibility.

Verity objects to this Topic as seeking "'patient' definition(s) You have applied on behalf of or implemented on behalf of, or in coordination with, Your Covered Entities" as unreasonably vague in seeking information regarding the application of a single term which may have different meanings in different contexts. Verity further objects to this Topic to the extent that it seeks how Covered Entities were "coordinat[ed] with" as unreasonably vague and overbroad. Verity further objects to the production of any formulas, algorithms, methodologies, criteria, or processes to determine if an individual qualifies as a "patient" of a Covered Entity for the purposes of 340B eligibility as unreasonably vague and overbroad. Any methodology used by Verity to identify 340B claims is not relevant to the claims or defenses of this litigation, as it is the result of contractual obligations between Verity and its counterparties. Further, those methodologies or processes are highly confidential trade secrets, and the burden of their production does not outweigh its benefit in light of the claims and defenses of this litigation.

3. Your annual revenue, including the portion attributed to Your involvement in the 340B Program in Hawaii and a breakdown of fees for referrals.

Verity objects to this Topic seeking Verity's "annual revenue, including the portion attributed to Your involvement in the 340B Program in Hawaii and a breakdown of fees for referrals." as overly broad, disproportionate to the claims and defenses in this case, and not relevant to any claim or defense in this litigation. The revenue of a non-party has no bearing on the constitutionality of a Hawaii state law. Further, this Topic seeks confidential and proprietary information from Verity. The request for Verity's "annual revenue" is unduly burdensome, harassing and entirely inappropriate.

4. Your communications with Your Covered Entities and/or Contract Pharmacies regarding the placement of Replenishment Orders.

Verity objects to this Topic as overbroad and unreasonably vague in that it seeks Verity to testify regarding a broad swath of potential business practices. To the extent that Plaintiffs believe inventory practices of Contract Pharmacies are relevant to the claims or defenses in this litigation, the proper parties for this Topic are the Contract Pharmacies themselves. Further, communications between Verity and Covered Entities are highly confidential, represent trade secrets, and are irrelevant to the claims or defenses in this matter. Verity further objects to this Topic because it seeks information protected under the Health Insurance Portability and Accountability Act (HIPAA), and such information will not be produced unless adequate steps are taken to safeguard such information, including a HIPAA compliant protective order.

Verity further objects because Plaintiffs' theories on this point are a pure fishing expedition based on a misguided understanding of federal law. Section 340B prohibits covered entities from transferring title to anyone except their own patients. *See* 42 U.S.C. § 256b(a)(5)(B) ("With respect to any covered outpatient drug that is subject to an agreement under this subsection, a covered entity shall not resell or otherwise transfer the drug to a person who is not a patient of the entity."). The very HRSA notices that *allow* the use of contract pharmacies clarify that contract pharmacies may not themselves take title to the discounted drugs. *See* 61 Fed. Reg. at 43,549–50 ("If the [covered] entity directs the drug shipment to its contract pharmacy, we see no basis on which to conclude that section 340B precludes this type of transaction or otherwise exempts the manufacturer from statutory compliance. *However, the entity must comply, under any distribution mechanism, with the statutory prohibition on drug diversion*." (emphasis added).The procedures implicated by this Topic are not relevant to this litigation. Their supposed relevance is based not in fact but in Plaintiffs' own misunderstanding of the law.

5. Any method, manner, protocol, or procedure by which You assist Covered Entities in passing through any portion of 340B discounts or related financial assistance to eligible patients at the point of sale, including any role You play in identifying eligible transactions or dispenses, applying discounts, or tracking reductions to patients' out-of-pocket costs.

Verity objects to this Topic as overly broad, vague and not proportional to the claims and defenses in this case in that it seeks documents concerning how Verity "assist(s)" Covered Entities in passing through discounts. To the extent that the practices of Covered Entities are relevant to the claims and defenses of this litigation, the proper party to produce documents related to such practices are the Covered Entities themselves. Verity further objects to this Topic to the extent it seeks the "role [Verity] play[s]" in identifying eligible transactions or dispenses, applying discounts, or tracking reduction to patients' out of pocket costs as this is overly broad and unreasonably vague. This Topic could presumably implicate a variety of actions, none of which are relevant to the claims and defenses of this litigation, which concerns the constitutionality of a Hawaii state law.

6. The services that You provide in connection with the 340B Program, including services You provide to contract pharmacies and covered entities, the services You provide related Model Rebate Pilot Program, and the costs that You charge for those services.

Verity objects to this topic as overly vague, unduly burdensome and seeking irrelevant information. First, Verity provides a variety of services, and this request is therefore overly vague. Second, the Rebate Model Pilot Program is unrelated to this litigation. The Complaint makes no mention of the Rebate Model Pilot Program and thus any discovery on this Program is irrelevant and constitutes a fishing expedition. Third, any costs charged for Verity's services are highly confidential trade secrets which are irrelevant to this litigation, which challenges the Hawaii legislature's ability to pass a state law.

As stated above, we are willing to meet and confer in good faith to address the scope and burden issues asserted in Verity's objections. Please contact me with any questions or concerns regarding this response.

Sincerely,

/s/ Mary Kate Mullen

Mary Kate Mullen
On Behalf of Verity Solutions Group, Inc.

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Attorneys for Non-party Accredo Health Group, Inc and Non-party Verity Solutions Group, Inc.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company), *Plaintiffs*,	Civil No. 1:25-cv-00230-SASP-WRP **[PROPOSED] ORDER GRANTING NON-PARTY ACCREDO HEALTH GROUP, INC.'S AND NON-PARTY VERITY SOLUTIONS GROUP, INC.'S MOTION FOR LEAVE TO SEAL AND REDACT INFORMATION FOR USE AT TRIAL**

v.

ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAI'I,

Defendant.

Judge: Hon. Shanlyn A.S. Park

[PROPOSED] ORDER GRANTING NON-PARTY ACCREDO HEALTH GROUP, INC.'S AND NON-PARTY VERITY SOLUTIONS GROUP, INC.'S MOTION FOR LEAVE TO SEAL AND REDACT INFORMATION FOR USE AT TRIAL

Before the Court is Non-Party Accredo Health Group, Inc. ("Accredo") and Non-Party Verity Solutions Group, Inc's ("Verity") Motion for Leave to Seal and Redact Information for Use at Trial.

Upon consideration of Accredo Health Group, Inc. and Verity Solutions Group, Inc's Motion for Leave to Seal and Redact Information for Use at Trial, and having reviewed the proposed sealed exhibits, the Court FINDS that compelling reasons exist to:

1) Seal the Accredo Declaration, Hawaii Agreements, Verity Deposition, and Mississippi Agreements referenced within the Motion for use at trial;

2) Order Plaintiffs to redact specific dollar amount pricing information set forth in Paragraph 6 of the Accredo Declaration, the Hawaii

Agreements, and the Mississippi Agreements before using such information at trial; and

3) Prohibit the Verity Deposition from being played or read in open court.

IT IS THEREFORE ORDERED that the motion is GRANTED. The parties are authorized to file under seal the exhibits identified in Accredo and Verity's Motion for Leave to Seal and Redact Information for use at Trial.

DATED: Honolulu, Hawai'i, _____.

IT IS SO ORDERED