**IN THE UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF DELAWARE**

| | |
|---|---|
| In re: | Chapter 11 |
| INSYS THERAPEUTICS, INC., *et al.*, | Case No. 19-11292 (JTD) |
| Liquidating Debtors.[1] | (Jointly Administered) |

**ORDER APPROVING STIPULATION REGARDING RULE 2004 DISCOVERY FROM SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP**

Upon consideration of the *Stipulation Regarding Rule 2004 Discovery from Skadden, Arps, Slate, Meagher & Flom LLP* (the "Stipulation"),[2] a copy of which is attached hereto as **Exhibit A**; the Court having reviewed the Stipulation; having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, and (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and having determined that good cause exists to approve the Stipulation,

**IT IS HEREBY ORDERED THAT**:

1. The Stipulation is hereby approved.

2. The Trustee is authorized to serve the Subpoena on Skadden pursuant to Federal Rule of Bankruptcy Procedure 2004.

3. Skadden shall accept service of the Subpoena through its undersigned counsel.

---

[1] The Liquidating Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Insys Therapeutics, Inc. (7886); IC Operations, LLC (9659); Insys Development Company, Inc. (3020); Insys Manufacturing, LLC (0789); Insys Pharma, Inc. (9410); IPSC, LLC (6577); and IPT 355, LLC (0155). The Debtors' mailing address is 410 S. Benson Lane, Chandler, Arizona 85224.

[2] Capitalized terms herein shall have the same meanings ascribed to them in the Stipulation.

4. Skadden shall serve its responses and objections to the "Requests for Production" in the Subpoena no later than fourteen (14) days after the Trustee has served the Subpoena on Skadden.

5. Skadden shall designate an individual (or individuals) with knowledge of the subject matters described in the "Topics for Examination" in the Subpoena to be examined under oath on such date and time and at such location as designated by the Trustee in the Subpoena, provided, however, that such date for the examination is at least thirty (30) days after the Trustee has served the Subpoena on Skadden.

6. Skadden shall reserve its rights and defenses with respect to the Subpoena, including its right to object to specific requests and "Topics for Examination" in the Subpoena.

7. The Trustee shall reserve his rights with respect to the Subpoena, including his right to move to compel responses to specific requests in the Subpoena. The Trustee also shall reserve his rights to seek further discovery, including documents and other discovery from Skadden.

8. The terms and conditions of this Order and the Stipulation shall become effective immediately upon entry of this Order.

9. This Court shall retain jurisdiction to resolve all matters arising under or related to this Order and the Stipulation, including without limitation, any disputes regarding the Subpoena.

# **Exhibit A**

## **Stipulation**

**IN THE UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF DELAWARE**

| | |
|---|---|
| In re: | Chapter 11 |
| INSYS THERAPEUTICS, INC., *et al.*, | Case No. 19-11292 (JTD) |
| Liquidating Debtors.[1] | (Jointly Administered) |

**STIPULATION REGARDING RULE 2004 DISCOVERY FROM**
**SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP**

This stipulation (the "Stipulation") is entered into by and between William H. Henrich, solely in his capacity as liquidating trustee (the "Trustee") of the Insys Liquidation Trust (the "Trust"), as successor to Insys Therapeutics, Inc. and its co-debtors (collectively, "Insys"), and Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden"), by and through their undersigned counsel.

WHEREAS, the Trustee has indicated that he intends to seek certain discovery from Skadden, through a subpoena (the "Subpoena") substantially in the form attached hereto as **Exhibit A-1**, pursuant to Federal Rule of Bankruptcy Procedure 2004; and

WHEREAS, Skadden has indicated that it does not oppose issuance of, and has agreed to accept service of, the Subpoena, subject to Skadden's reservation of rights with respect to the Subpoena, including its right to object to specific requests in the Subpoena.

THEREFORE, the Trustee and Skadden hereby stipulate and agree as follows:

1. The above recitals are fully incorporated into this Stipulation.

[1] The Liquidating Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Insys Therapeutics, Inc. (7886); IC Operations, LLC (9659); Insys Development Company, Inc. (3020); Insys Manufacturing, LLC (0789); Insys Pharma, Inc. (9410); IPSC, LLC (6577); and IPT 355, LLC (0155). The Debtors' mailing address is 410 S. Benson Lane, Chandler, Arizona 85224.

2. The Trustee shall be authorized to serve the Subpoena on Skadden pursuant to Federal Rule of Bankruptcy Procedure 2004.

3. Skadden shall accept service of the Subpoena through its undersigned counsel.

4. Skadden shall serve its responses and objections to the "Requests for Production" in the Subpoena no later than fourteen (14) days after the Trustee has served the Subpoena on Skadden.

5. Skadden shall designate an individual or individuals with knowledge of the subject matters described in the "Topics for Examination" in the Subpoena to be examined under oath on such date and time and at such location as designated by the Trustee in the Subpoena or such other date as may be agreed between the Trustee and Skadden, provided, however, that such date for the examination is at least thirty (30) days after the Trustee has served the Subpoena on Skadden.

6. Skadden shall reserve its rights and defenses with respect to the Subpoena, including its right to object to specific requests and "Topics for Examination" in the Subpoena.

7. The Trustee shall reserve his rights with respect to the Subpoena, including his right to move to compel responses to specific requests in the Subpoena. The Trustee also shall reserve his rights to seek further discovery, including documents and other discovery from Skadden.

8. The terms and conditions of this Stipulation shall become effective immediately upon entry of an order by this Court approving the Stipulation.

9. This Court shall retain jurisdiction to resolve all matters arising under or related to this Stipulation, including without limitation, any disputes regarding the Subpoena.

Dated: April 22, 2021

*/s/ Matthew O. Talmo*
MORRIS, NICHOLS, ARSHT &
TUNNELL LLP
Derek C. Abbott (No. 3376)
Matthew O. Talmo (No. 6333)
1201 N. Market Street, 16th Floor
P.O. Box 1347
Wilmington, DE 19899-1347
Telephone: (302) 658-9200
dabbott@morrisnichols.com
mtalmo@morrisnichols.com

*Counsel to the Trustee of the*
*Insys Liquidation Trust*

-and-

REID COLLINS & TSAI LLP
Eric D. Madden (admitted *pro hac vice*)
Michael J. Yoder (admitted *pro hac vice*)
1601 Elm Street, Suite 4200
Dallas, TX 75201
Telephone: (214) 420-8900
emadden@reidcollins.com
myoder@reidcollins.com

-and-

REID COLLINS & TSAI LLP
William T. Reid IV (admitted *pro hac vice*)
Keith Y. Cohan (admitted *pro hac vice*)
Ryan M. Goldstein (admitted *pro hac vice*)
Morgan M. Menchaca (admitted *pro hac vice*)
1301 S. Capital of Texas Hwy, C-300
Austin, TX 78746
Telephone: (512) 647-6100
wreid@reidcollins.com
kcohan@reidcollins.com
rgoldstein@reidcollins.com
mmenchaca@reidcollins.com

*Special Litigation Counsel to the Trustee of the*
*Insys Liquidation Trust*

*/s/ Joseph O. Larkin*
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
Joseph O. Larkin (No. 4883)
One Rodney Square
P.O. Box 636
Wilmington, DE 19899-0636
Telephone: (302) 651-3000
joseph.larkin@skadden.com

*Counsel to Skadden, Arps, Slate,*
*Meagher & Flom LLP*

# Exhibit A-1

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

# UNITED STATES BANKRUPTCY COURT

District of Delaware

In re INSYS THERAPEUTICS, INC., et al.,
Debtor

Case No. 19-11292 (KG)

Chapter 11

## SUBPOENA FOR RULE 2004 EXAMINATION

To: Skadden, Arps, Slate, Meagher & Flom LLP, c/o Joseph O. Larkin, One Rodney Square, P.O. Box 636, Wilmington, DE 19899
*(Name of person to whom the subpoena is directed)*

☑ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

| PLACE | DATE AND TIME |
|---|---|
| Skadden, Arps, Slate, Meagher & Flom LLP, 1440 New York Ave. NW, Washington, DC 20005 (or such other mutually agreed location) – see Schedule A-1 for “Topics of Examination” | May __, 2021, starting at 10:00 am EST (or such other mutually agreed time and date) |

The examination will be recorded by this method: The deposition will be taken remotely by live videoconferencing, will be recorded by stenographic means, and will be taken before a notary public or other officer duly authorized to administer oaths.

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

You must produce the documents described in Schedule A-1 to Reid Collins & Tsai LLP, Attn: Keith Cohan, 1301 S. Capital of Texas Hwy, Building C, Suite 300, Austin, Texas, 78746 by May __, 2021.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, 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 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: April __, 2021

CLERK OF COURT

OR

________________________
*Signature of Clerk or Deputy Clerk*

________________________
*Attorney’s signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* William H. Henrich, the Trustee of the Insys Liquidation Trust, who issues or requests this subpoena, are:

Eric D. Madden, Reid Collins & Tsai LLP, 1601 Elm Street, Suite 4200, Dallas, TX 75201 Email: emadden@reidcollins.com Telephone 214-420-8901

**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 this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

## 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 $_________ .

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

Date: _______________

______________________________________________
*Server's signature*

______________________________________________
*Printed name and title*

______________________________________________
*Server's address*

Additional information concerning attempted service, etc.:

# Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
## (made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

**(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, or electronically stored information, or 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)

## SCHEDULE A-1

## Definitions

1. "**Bankruptcy Case**" means *In re Insys Therapeutics, Inc., et al.*, Case No. 19-11292 (KG) in the United States Bankruptcy Court for the District of Delaware.

2. "**Babich**" means Michael Babich, who served (i) as a Director from 2008 to November 2015, and (ii) as President and CEO of Insys from 2011 to November 2015.

3. "**Board**" means the board of directors of Insys, including any committee or special committee thereof, and all other persons or entities acting or purporting to act directly or indirectly on behalf of or under the control of the board of directors.

4. "**Bribery Scheme**" means the scheme in which Insys provided consideration (including, but not limited to, speaker fees, honoraria, meals, or entertainment) to certain practitioners to induce the writing of Subsys prescriptions, as generally described in paragraphs seven through fourteen of the Statement of Facts attached to Insys's June 5, 2019 Deferred Prosecution Agreement with the U.S. Government. The Bribery Scheme includes but is not limited to: (i) the "speaker program" that purported to increase brand awareness of Subsys by sponsoring peer-to-peer educational meals, and (ii) the "return-on-investment analysis" that sought to track the ratio of expenditures to revenues from speakers' prescriptions.

5. "**Client File**" means all Documents, communications, papers, notes, and electronic information related to the representation, including internal communications, notes, and memoranda reflecting the views, thoughts, and strategies of any and all Skadden personnel. The Client File does not encompass the Documents, communications, papers, notes, and electronic information arising from Skadden's representation of Insys in connection with the lawsuit captioned *Kottayil, et al. v. Insys Therapeutics, Inc., et al.*, Case No. CV2009-28831 (Ariz. Super. Ct.).

6. "**Communication**" includes every conceivable manner or means of disclosure, transfer, or exchange of oral, electronic, digital, or written information between or among one or more persons or entities, including without limitation, writings, correspondence, meetings, conferences, conversations, dialogues, discussions, interviews, consultations, agreements, inquiries, and any other expressions or understandings, whether made face-to-face, by telephone, mail, facsimile, computer, email, or otherwise.

7. "**Document**" means any document or tangible thing, including, without limitation, every medium or matter (whether written, printed, electronic, or other) on which or through which information of any type is expressed, recorded, saved, preserved, or viewable. The term "document" as used herein is synonymous in meaning and equal in scope to the usage of the term "documents or electronically stored information" in Fed. R. Civ. P. 34(a)(1)(A). A draft or non-identical copy is a separate document within the meaning of this term.

8. "**DOJ**" means the U.S. Department of Justice and its agents, officers, directors, partners, employees, and all other persons or entities acting or purporting to act directly or indirectly on behalf of or under the control of the U.S. Department of Justice.

9. “**Director**” means anyone who served on the Board of Directors for Insys.

10. “**E.J. Financial**” means E.J. Financial Enterprises, Inc., a company owned and controlled by Kapoor.

11. “**Governmental Entity**” means any (i) federal, state, local, municipal, or other government, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (iii) body exercising, or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal. For the avoidance of doubt, this definition includes DOJ, SEC, and the U.S. Department of Health and Human Services, as well as the office of any state attorney general or district attorney.

12. “**Insurance Fraud Scheme**” means the scheme in which Insys sought to mislead insurance companies to approve payments for Subsys. The Insurance Fraud Scheme includes but is not limited: (i) the creation and use of the in-house “Insurance Reimbursement Center,” (ii) the instructions to Insys employees to make misleading statements to insurers regarding, *inter alia*, a patient’s purported breakthrough pain, cancer diagnoses, and tried-and-failed medications, to obtain insurance payments for Subys, and (iii) the creation and use of a script internally referred to as the “spiel” to provide misleading information to insurers.

13. “**Insys**” means Insys Therapeutics, Inc. and its agents, officers, directors, employees, subsidiaries, affiliates, and all other persons or entities acting or purporting to act directly or indirectly on behalf of or under the control of Insys Therapeutics, Inc.

14. “**Kapoor**” means John Kapoor, who served (i) as Executive Chairman of the Board of Directors from June 2006 to January 2017, and (ii) as President and CEO of Insys from November 2015 to January 2017.

15. “**Opioid MDL Litigation**” means Multidistrict Litigation No. 2804, *In re: National Prescription Opiate Litigation*, in the United States District Court for the Northern District of Ohio.

16. “**Skadden**” means Skadden, Arps, Slate, Meagher & Flom LLP and its agents, officers, directors, employees, subsidiaries, affiliates, and all other persons or entities acting or purporting to act directly or indirectly on behalf of or under the control of Skadden, Arps, Slate, Meagher & Flom LLP.

17. “**SEC**” means the U.S. Securities and Exchange Commission and its agents, officers, directors, partners, employees, and all other persons or entities acting or purporting to act directly or indirectly on behalf of or under the control of the U.S. Securities & Exchange Commission.

18. “**SLC**” means the Special Litigation Committee formed by the Board on March 6, 2018 for the purpose of investigating and evaluating the claims asserted in *In re Insys Therapeutics Inc. Derivative Litigation*, C.A. No. 12696-JTL, in Delaware Chancery Court. The term “SLC” includes the Special Litigation Committee members and all other persons or entities acting or purporting to act directly or indirectly on behalf of or under the control of the SLC.

19. "**Subsys**" means Insys's proprietary sublingual fentanyl (opioid) spray.

## Instructions for Requests for Production

1. The following Requests for Production (each a "**Request**," and collectively, the "**Requests**") are to be responded to in accordance with the Federal Rules of Bankruptcy Procedure.

2. These Requests are continuing in nature and require supplemental answers in the event you or your attorney discovers additional responsive information.

3. Each Request is for documents or communications in your possession, custody, or control. This includes documents or information possessed by you or your present or former attorneys, agents, subordinates, employees, representatives, and consultants.

4. Produce each document called for by the Requests in its entirety, including all attachments and enclosures, even if only a portion of the document is responsive to the request.

5. If you cannot provide a complete response to a Request, you must furnish as complete an answer as possible, and explain in detail the reasons for the incomplete response, and the information that is needed to provide a complete response.

6. If there are no documents in your possession, custody, and/or control that are responsive to a specific Request, you shall state so in writing and advise why this is the case.

7. For a document that no longer exists or that cannot be located, identify the document, state how, when, and why it passed out of existence, or when it could no longer be located, and the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss of the document, and identify any other document evidencing the lost document's existence or any facts about the lost document. For any responsive documents that have been deleted but are stored electronically on back-up tapes or other medium, you are requested to produce the back-up tapes in their native form. If you contend that any responsive documents have been deleted and not retained in any form, provide the information requested in this instruction, including the location, description, and custodian of any hard drives or other storage medium that contained the electronic document.

8. When identifying any such document, you must state the following:

(a) The format of the document (e.g., Word, PDF).
(b) The name of the document (e.g., letter, handwritten note).
(c) The title or heading that appears on the document.
(d) The date of the document and the date of each addendum, supplement, or other addition or change.
(e) The identity of the author and of the signer of the document, and of the person on whose behalf or at whose request or direction the document was prepared or delivered.
(f) The general subject matter of the document.

(g) The addressee(s) and recipient(s) of the document.

9. If you encounter any ambiguity in construing any Request, or any definition or instruction relevant thereto, please set forth in your response the matter you deem ambiguous and the construction you have chosen or used in responding to the request.

10. In the event you file a proper and timely objection to any Request, please respond to all portions of that request that do not fall within your objection. For example, if a Request is objected to on the grounds that it is too broad because it asks for documents that you believe are not relevant to this lawsuit, please produce responsive documents that you admit are or may be relevant to this lawsuit.

11. If you withhold from production any document (or portion of any document) that is otherwise responsive to a Request on the basis of a claim of privilege, work product, or other ground, you must assert the privilege in accordance with applicable rules.

12. You shall produce all documents in the manner in which they are maintained in the usual course of your business or you shall organize and label the documents to correspond with the categories in this request. A Request for a document shall be deemed to include a request for any and all file folders within which the document was contained, transmittal sheets cover letters, exhibits, enclosures, or attachments to the document in addition to the document itself.

13. Electronically stored information ("**ESI**"), such as emails and Word documents, shall be produced in native format, with its original formatting and metadata intact.

14. ESI that cannot reasonably be viewed in image format, including without limitation, spreadsheet files (e.g., Excel), database files (e.g., Access), and presentation files (e.g., PowerPoint) must be produced in native format.

15. If and to the extent that ESI is maintained in a database or other electronic format, you shall produce along with the document(s) software that will enable access to the electronic document(s) or database as you would access such electronic document(s) or database in the ordinary course of your business.

16. Unless otherwise specified, the time period for the Requests shall be from December 1, 2013 to June 9, 2019.

## <u>Requests for Production</u>

1. The entire Client File in Skadden's possession related to Skadden's representation of Insys or the Board. This Request includes, without limitation, attorney notes and all Documents claimed as attorney work product.

2. All billing records related to Skadden's representation of Insys and/or the Board. This Request includes, without limitation, all internal timekeeping records, notes, drafts of invoices, invoices, and all such records prepared or maintained by each individual timekeeper.

3. All Documents that Skadden obtained from Insys.

4. All Documents produced or provided to any Governmental Entity in connection with any Governmental Entity investigation, inquiry, litigation, civil or administrative proceeding, enforcement action, or other matter concerning Insys.

5. All presentations, memoranda, analyses, or other written materials Skadden prepared for or delivered to any Governmental Entity concerning Insys, including all appendices or attachments thereto.

6. All presentations, memoranda, analyses, or other written materials Skadden prepared for or delivered to Insys and/or the Board, including all appendices or attachments thereto.

7. All Skadden work product, whether internal or external, created in connection with its representation of Insys, including witness interview notes or memoranda, attorney notes, factual summaries, or other legal memoranda.

8. All Communications between any Skadden attorney or other employee and any Insys Director, officer, agent, or employee, including Communications to or from the personal or non-Insys email accounts of Insys Directors, officers, agents, or employees.

9. All Communications, whether internal or external, sent from or to any Skadden attorney or other employee related to any Governmental Entity investigation, inquiry, litigation, civil or administrative proceeding, enforcement action, or other matter concerning Insys.

10. All Documents or Communications related to Skadden's evaluation or analysis of Insys's potential liability in connection with any Governmental Entity investigation, inquiry, litigation, civil or administrative proceeding, enforcement action, or other matter concerning Insys. This request includes internal analyses, analyses provided to Insys, and analyses provided to any other individuals or entities.

11. All Communications, whether internal or external, sent from or to any Skadden attorney or other employee concerning any conflicts of interest, potential conflicts of interest, or business or ethical concerns, in connection with Skadden's representation of Insys as an entity distinct from its individual officers, members, or employees.

12. All Documents or Communications related to E.J. Financial, including any emails received from or sent to any email address ending in "@ejfinancial.com".

13. All Communications, whether internal or external, sent from or to any Skadden attorney or other employee related to the Bribery Scheme.

14. Documents sufficient to identify when Skadden learned of the Bribery Scheme.

15. Documents sufficient to identify when Skadden learned that Kapoor was involved in the Bribery Scheme.

16. All Communications, whether internal or external, sent from or to any Skadden attorney or other employee related to the Insurance Fraud Scheme.

17. Documents sufficient to identify when Skadden learned of the Insurance Fraud Scheme.

18. Documents sufficient to identify when Skadden learned that Kapoor was involved in the Insurance Fraud Scheme.

19. All Documents or Communications related to Skadden's performance review of Kapoor in December 2014.

20. All Documents or Communications concerning the meeting between Patrick Fitzgerald (Skadden Chicago) and Kapoor on September 4, 2015, including Documents that were reviewed, discussed, or identified during that meeting.

21. All Documents or Communications concerning any meeting between Patrick Fitzgerald (Skadden Chicago) and Kapoor other than the September 4, 2015 meeting, including meetings by phone, and including Documents that were reviewed, discussed, or identified during such meeting(s).

22. All Documents or Communications related to Babich's termination from Insys, including Documents or Communications related to Babich's severance package and replacement as CEO by Kapoor.

23. All Communications between Skadden, including Lawrence Spiegel, and Kapoor's criminal defense counsel, including Beth Wilkinson and any other attorneys or employees at Wilkinson Walsh and including Roberto Finzi, David Brown, and any other attorneys or employees at Paul, Weiss, Rifkind, Wharton & Garrison.

24. All Documents or Communications concerning Kapoor's criminal defense, including any Communications among Skadden attorneys concerning how to respond to requests from Kapoor's counsel.

25. All Communications between Skadden and the SLC.

26. All Documents or Communications concerning the SLC, including any Communications among Skadden attorneys concerning how to respond to requests from the SLC.

27. All Communications concerning Insys between Skadden and any third parties, including any Governmental Entities and any of Insys's agents, insurers, creditors, auditors, legal representatives, or intermediaries.

28. All Documents and Communications concerning the hiring, compensation, performance, discipline, and termination of any of Skadden's current or former employees who billed more than fifty (50) hours in connection with Skadden's representation of Insys.

29. Documents sufficient to show the amount of compensation and bonuses paid each month from December 1, 2013 through January 1, 2018, to any of Skadden's current or former employees who billed more than fifty (50) hours in connection with Skadden's representation of Insys.

**Topics for Examination**

1. The facts and circumstances surrounding Insys's retention of Skadden in December 2013, including information regarding any existing relationship between Kapoor and Skadden attorneys.

2. All Communications with any Governmental Entity regarding Insys, including any presentations prepared for or delivered to any Governmental Entity.

3. All Document productions to any Governmental Entity regarding Insys, including any documents, deposition transcripts, witness statements, declarations, and affidavits.

4. All work performed on behalf of Insys and/or the Board, including work concerning any Governmental Entity investigation, inquiry, litigation, civil or administrative proceeding, enforcement action, or other matter concerning of Insys.

5. All Communications with Insys, the Board, or any Director concerning Insys' response to any Governmental Entity investigation, inquiry, litigation, civil or administrative proceeding, enforcement action, or other matter concerning of Insys.

6. All Communications concerning Insys between Skadden and any third parties, including any Governmental Entities and any of Insys's agents, insurers, creditors, auditors, legal representatives, or intermediaries.

7. Skadden's knowledge of the Bribery Scheme.

8. Skadden's advice to the Board concerning the Bribery Scheme.

9. Skadden's knowledge of the Insurance Fraud Scheme.

10. Skadden's advice to the Board concerning the Insurance Fraud Scheme.

11. Skadden's advice to the Board regarding the termination of Matthew Napoletano in August 2014 and the negotiation of his severance.

12. Skadden's advice to the Board in August 2015 that Insys did not need to hire independent counsel.

13. All meetings between Patrick Fitzgerald (Skadden Chicago) and Kapoor, including the meeting on September 4, 2015, and any Documents that were reviewed, discussed, or identified during that meeting.

14. Skadden's decision not to inform the board of Kapoor's misconduct in September 2015 when Skadden recommended that the Board terminate Babich for cause.

15. Skadden's decision to convey information only to certain Directors or Insys officers but not convey the same information to the Board.

16. All Communications between Skadden, including Lawrence Spiegel, and Kapoor's criminal defense counsel, including Beth Wilkinson and any other attorneys or employees at Wilkinson Walsh.

17. All Communications among Skadden attorneys or other employees concerning how to respond to requests Kapoor's defense counsel.

18. All Communications with the SLC.

19. All Communications among Skadden attorneys or other employees concerning how to respond to requests from the SLC.

**Dated: April 23rd, 2021**
**Wilmington, Delaware**

John T. Dorsey

**JOHN T. DORSEY**
**UNITED STATES BANKRUPTCY JUDGE**