FILED
DALLAS COUNTY
9/14/2018 3:12 PM
FELICIA PITRE
DISTRICT CLERK

Christi Underwood

CAUSE NO. DC-17-04958

ANNE LOONEY, Plaintiff,	§	IN THE DISTRICT COURT
v.	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.; JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES; JACK MUNN; and PRG DALLAS ASC, LP d/b/a KEY-WHITMAN SURGERY CENTER Defendants,	§	
AND	§	
ANNE LOONEY Petitioner,	§	
JOSIE CAMACHO Intervenor,	§	
v.	§	
JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES Respondent.	§	
AND	§	
ANNE LOONEY Plaintiff	§	
JOSIE CAMACHO Intervenor-Plaintiff	§	
CATHY COLLEY Intervenor-Plaintiff	§	95TH JUDICIAL DISTRICT
VALERIE MULLINS AND DONALD MULLINS Intervenor-Plaintiffs	§	
VAN VANDIVER AND SUSIE VANDIVER	§	

Intervenor-Plaintiffs	§	
	§	
KEVIN GILLETTE	§	
Intervenor-Plaintiff	§	
	§	
JERRY SHIPLEY	§	
Intervenor-Plaintiff	§	
	§	
MARGARET HOUSER	§	
Intervenor-Plaintiff	§	
	§	
STEPHEN HUGHES	§	
Intervenor-Plaintiff	§	
	§	
BOBBY BUCHER	§	
Intervenor-Plaintiff	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING	§	
CENTERS OF AMERICA, INC.	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

PLAINTIFF'S SECOND SUPPLEMENTAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Plaintiff Anne Looney, filing this Plaintiff's Second Supplemental Petition complaining of Professional Compounding Centers of America, Inc. (hereinafter referred to as "PCCA"); JMA Partners, Inc. d/b/a Guardian Pharmacy Services ("Guardian"); Jack Munn ("Munn"); and PRG Dallas ASC, LP d/b/a Key-Whitman Surgery Center ("PRG"), and would respectfully show the Court as follows:

1.00 STYLE

Plaintiff Anne Looney originally filed a Temporary Restraining Order against Defendant Guardian. Plaintiff later amended and filed this companion case for damages against Defendant

PCCA. In this pleading, Plaintiff Anne Looney continues her damages lawsuit against PCCA, and adds affirmative claims against Guardian, Munn, and PRG.

2.00 DISCOVERY CONTROL PLAN

Pursuant to Rule 190 *et seq* of the Texas Rules of Civil Procedure, Plaintiff requests a Level III discovery control plan.

3.00 REQUEST FOR DISCLOSURE

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiff requests Defendants to disclose, within fifty (50) days of service of this request, the information and material described in Rule 194.2 of the Texas Rules of Civil Procedure. Plaintiff specifically requests the responding party to produce responsive documents at the undersigned law offices within fifty (50) days of service of this request.

4.00 PARTIES

4.01 Plaintiff Anne Looney resides in Dallas, Dallas County, Texas. The last four digits of her Social Security Number are 1972.

4.02 Defendant Professional Compounding Centers of America, Inc. ("PCCA") is a Texas for-profit corporation with its principal place of business in Houston, Texas. It has answered, appeared, and is properly before this Court.

4.03 Defendant JMA Partners, Inc. d/b/a Guardian Pharmacy Services ("Guardian"), is a Texas for-profit corporation with its principal place of business in Dallas County, Texas. It has answered, appeared, and is properly before this Court as to the Temporary Restraining Order proceeding. It may be served by serving its registered agent Jack R. Munn at 7920 Elmbrook Dr., Suite 108, Dallas, TX 75247, or wherever he may be found.

4.04 Defendant Jack Munn is an individual who resides in Dallas, Dallas County, Texas.

He may be served at 7920 Elmbrook Drive, Suite 108, Dallas, Texas 75247, or wherever he may be found.

4.05 Defendant PRG Dallas ASC, LP d/b/a Key-Whitman Surgery Center ("PRG") is a Texas limited partnership with its principal place of business in Dallas County, Texas. It may be served by serving its registered agent Jeffrey Whitman at 11442 N. Central Expressway, Dallas, Texas 75243, or wherever he may be found.

5.00 VENUE AND JURISDICTION

5.01 Venue in this case is proper in Dallas County, Texas, because the incidents that form the basis of this lawsuit occurred in Dallas County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.002(a)(1). Venue is further proper in Dallas County, Texas because one or more of the defendants' principal offices in Texas are in Dallas County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.002(a)(3). Venue is further proper in Dallas County, Texas because one of the defendants who is a natural person resides in Dallas County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.002(a)(2).

5.02 The amount in controversy, exclusive of interest and costs, is in excess of the minimum jurisdictional limits of this Court. In accordance with Rule 47 of the Texas Rules of Civil Procedure, Plaintiff seeks monetary relief in excess of $1,000,000, and all other relief to which they may be justly entitled.

6.00 PRE-SUIT NOTICE OF CLAIM

Plaintiff, by and through her attorneys, notified the health care Defendants of a health care liability claim prior to the filing of this petition.

7.00 FACTS

7.01 Ms. Looney developed cataracts and sought help from an ophthalmologist.

7.02 Dr. Jeffrey Whitman at PRG performed cataract surgery on Ms. Looney on February 9, 2017.

7.03 During her cataract surgery, Ms. Looney received an injection in her eye with a compound created by Guardian (hereinafter "Guardian Tri-Moxi"). This compound (Guardian Tri-Moxi) was to replace a formula created by Imprimis (hereinafter "Imprimis Tri-Moxi"). The alleged purpose of Tri-Moxi is to prevent swelling, infection and dryness of the operated eye.

7.04 Imprimis is a 503B compounding pharmacy. Guardian is a 503A compounding pharmacy.

7.05 When PRG stopped using Imprimis Tri-Moxi, it turned to Guardian to start making the Tri-Moxi. Guardian had never made Tri-Moxi before, so Guardian turned to the PCCA for a formula.

7.06 Jack Munn, the head of Guardian, oversaw the sale, creation, and distribution of Guardian Tri-Moxi.

7.07 Mr. Munn and Guardian never tested the formula it sold for safety and/or efficacy.

7.08 PRG had asked Munn/Guardian to provide the Tri-Moxi, but did nothing to assure that Munn/Guardian knew how to make a safe and effective Tri-Moxi formula, nor did they request any information about the testing, safety and efficacy of the Guardian Tri-Moxi. Defendant PRG blindly accepted the Guardian Tri-Moxi formula and injected it into each patient's eye.

7.09 Defendant PCCA is a distributor of formulas and ingredients for compounding pharmacies. Defendant PCCA is not a pharmacy, compounding pharmacy, health care provider or healthcare institution.

7.010 PCCA provided, consulted and/or collaborated with Guardian to create a formula for an injection made of Triamcinolone/moxifloxacin with Pluronic. This new Guardian Tri-Moxi

was seriously flawed. The Guardian Tri-Moxi caused permanent eye damage during the routine cataract surgery of Anne Looney. PCCA supplied a formula and/or supplies to Jack Munn and Guardian. The formula was defective. It was not effective or safe.

7.011 Soon after Plaintiff's surgery, her vision became poor. In the following months, her vision became severely impaired in her affected eye. Guardian issued a product recall of injections using the formula, including the injection used in Plaintiff's cataract surgery, after Plaintiff was administered the injection.

8.00 DEFENDANT JMA PARTNERS, INC. D/B/A GUARDIAN PHARMACY SERVICES AND JACK MUNN

8.01 On the occasion(s) in question, Defendant Guardian was a pharmacy duly licensed by the State of Texas to provide health care as a pharmacy. Defendant Guardian provided health care and treatment for and to Anne Looney, by and through its Board of Directors, officers, employees, servants, agents, nurses, medical staff organizations and pharmacists acting in the course and scope of their employment or authority of such agency or responsibility with Defendant Guardian. During all material times herein, Guardian held itself out and represented that it had qualified and competent medical staff.

8.02 On the occasion(s) in questions, Defendant Jack Munn was a pharmacist licensed by the State of Texas to practice pharmacy and held himself out and represented that he was a competent and qualified pharmacists. He was an employee of Guardian.

9.00 PRG DALLAS ASC, LP D/B/A KEY WHITMAN SURGERY CENTER

On the occasion(s) in question PRG was an institution duly licensed by the State of Texas to provide health care as a surgical center. PRG provided health care and treatment for and to Anne Looney, by and through its Board of Directors, officers, employees, servants, agents, nurses, medical staff organizations and physicians acting in the course and scope of their employment or

authority of such agency or medical staff responsibility with PRG. During all material times herein, PRG held itself out and represented that it had a qualified and competent professional medical staff.

10.00 PATIENT RELATIONSHIP

On the occasion(s) in question, Plaintiff Anne Looney had a patient relationship with Guardian, Jack Munn, and PRG.

11.00 NEGLIGENCE CAUSE OF ACTION AGAINST DEFENDANT PCCA

11.01 Defendant PCCA placed the formula into the stream of commerce. At all times relevant, Defendant PCCA was responsible for designing, testing, studying, inspecting, labeling, marketing, advertising, selling, promoting and/or distributing their formula, which was used by Guardian.

11.02 At all relevant times, Defendant PCCA had a duty to Plaintiff and other consumers of the formula to exercise reasonable care in order to properly design, test, study, inspect, label, market, advertise, sell, promote, and distribute this product. That includes a duty to warn of side effects and to warn of the risks, dangers, and adverse events associated with the formula. Defendant had a similar duty to warn Plaintiff's physicians.

11.03 Plaintiff would show this Court that the negligent acts and omissions of the Defendant, as set out herein, were a direct and proximate cause of the incidents in question and the resulting injuries and damages sustained by Plaintiff. The violations, negligent acts and omissions are, among others, as follows:

a. Failing to use due care in the design of the formula to prevent injury or risk of injury to those in whom the formula was used;

b. Failing to conduct adequate pre-clinical testing and research to determine the safety of the formula;

c. Failing to conduct adequate post-marketing surveillance to determine the safety of the formula;

d. Failing to accompany their products with proper warnings regarding all possible adverse side effects and complications associated with the use of the formula and the comparative severity and duration of such adverse effects;

e. Failing to adequately report adverse events associated with the injection of the formula;

f. Failing to use due care in the inspection of the formula to prevent the injury and risk of injury to individuals when the formula was used;

h. Failing to use due care in the marketing of the formula to prevent the injury and risk of injury to individuals when the formula was used;

i. Failing to use due care in the labeling of the formula to prevent the injury and risk of injury to individuals when the formula was used;

k. Failing to use due care in the promotion of the formula to prevent the injury and risk of injury to individuals when the formula was used;

l. Failing to use due care in the selling of the formula to prevent the injury and risk of injury to individuals when the formula was used;

m. Failing to provide adequate information to healthcare providers regarding the risks associated with the implementation of the formula;

n. Failing to adequately warn about the health consequences, risks, and adverse events caused by the formula; and

o. Was otherwise careless or negligent.

11.04 Defendant PCCA knew or should have known that the formula caused unreasonable harm and dangerous side effects that many recipients would be unable to remedy by any means. Despite this, Defendant continued to promote and market the formula for use by consumers, including Plaintiffs.

11.05 It was foreseeable to Defendant PCCA that consumers, including Plaintiff, would suffer injury as a result of Defendant's failure to exercise ordinary care as described herein.

11.06 As a direct and proximate result of Defendant's conduct, Plaintiff suffered the injuries and damages specified herein.

12.00 NEGLIGENCE AGAINST JMA PARTNERS, INC. D/B/A GUARDIAN PHARMACY SERVICES AND JACK MUNN

12.01 Plaintiff realleges all previous paragraphs.

12.02 Plaintiff would show Guardian and Jack Munn committed acts and/or omissions in their care and treatment of Plaintiff which constituted negligence under terms defined by law. These negligence acts and/or omissions include the following:

a. Failing to use due care in the design of the formula with PCCA to prevent injury or risk of injury to those in whom the formula was used;

b. Failing to conduct adequate pre-clinical testing and research to determine the safety of the formula;

c. Failing to conduct adequate post-marketing surveillance to determine the safety of the formula;

d. Failing to create a safe and effective compounded formula for the Plaintiffs;

e. Failing to adequately report adverse events associated with the injection of the formula;

f. Failing to use due care in the inspection of the formula to prevent the injury and risk of injury to individuals when the formula was used;

h. Failing to use due care in the marketing of the formula to prevent the injury and risk of injury to individuals when the formula was used;

i. Failing to use due care in the labeling of the formula to prevent the injury and risk of injury to individuals when the formula was used;

k. Failing to use due care in the promotion of the formula to prevent the injury and risk of injury to individuals when the formula was used;

l. Failing to use due care in the selling of the formula to prevent the injury and risk of injury to individuals when the formula was used;

m. Failing to adequately warn about the health consequences, risks, and adverse events caused by the formula;

n. Utilizing a formula that was tested for human use and was unsafe for injection into the human eye, as it excluded three ingredients from the Imprimis Pharmaceuticals Tri-Moxi formulation;

o. Utilizing a formula with a pH that was too high for ocular safety;

p. Utilizing a formula with an unsafe poloxamer concentration, namely a poloxamer concentration that was 60 to 120 times higher than the FDA-approved formulation;

q. Sonicating the poloxamer, which altered the formulation's viscosity and toxicity;

r. Using inappropriate testing methods, including using GT Micro which is inappropriate for suspensions, failing to test the Particle Size Distribution of the formulation prior to distributing to the surgical centers, failing to confirm the quality of the triamcinolone acetonide/moxifloxacin HCl injectable, failing to maintain volume accuracy checks, and failing to test for endoxins and sterility;

s. Failing to have a quality assurance program;

t. Failing to maintain written policies and procedures.

12.03 Each such act and omission, singularly or in combination with others, proximately caused Plaintiff's injuries.

12.04 Whenever it is alleged Guardian acted or failed to act and whenever it is alleged Guardian committed negligence or gross negligence, it is alleged that it did so by its officers, directors, employees, principals, and vice principals, acting within the course and scope of their employment, agency or other relationship, including but not limited to Jack Munn who was acting within the course and scope of his employment with Guardian at all relevant times.

13.00 NEGLIGENCE CAUSE OF ACTION AGAINST DEFENDANT PRG DALLAS ASC, LP D/B/A KEY WHITMAN SURGERY CENTER

13.01 Plaintiff realleges all previous paragraphs.

13.02 Plaintiff would show PRG committed acts and/or omissions in its care and treatment of Plaintiff which constituted negligence under terms defined by law. These negligence acts and/or omissions include the following:

a. Failing to determine whether the Tri-Moxi formula sold by Guardian was safe, specifically failing to ascertain the ingredients, pH, and method of preparation of that formulation;

b. Failing to request adequate testing information from Guardian, or arranging to have such testing performed elsewhere. In particular, there were no laboratory, animal or human studies to demonstrate the safety of Guardian's formulation, beyond basic sterility and stability tests;

c. Failing to perform adequate due diligence about Guardian's personnel, facilities, and compliance with applicable regulations, e.g. license suspensions, FDA and State Board of Pharmacy inspection results, and performing a site visit;

d. Failing to perform a patent search, or inquiry with Imprimis Pharmaceuticals, which would have revealed that Guardian's Tri-Moxi formulation was significantly different in multiple respects from the Imprimis formulation, which had evidence of safety in human eyes;

e. Additionally, PRG violated FDA 503A regulations, and hence also the standard of care for surgical centers, by ordering Guardian Tri-Moxi in batches rather than by individual patient prescription;

f. Failing to discontinue the use of Tri-Moxi; and

g. Failing to use a safe alternative to the Guardian Tri-Moxi.

13.03 Each such act and omission, singularly or in combination with others, proximately caused Plaintiff Anne Looney's injuries.

13.04 Whenever it is alleged PRG acted or failed to act and whenever it is alleged PRG committed negligence or gross negligence, it is alleged that it did so by its officers, directors, employees, principals, and vice principals, acting within the course and scope of their employment, agency or other relationship.

14.00 DAMAGES TO PLAINTIFF

14.01 Plaintiff incurred medical care expenses in the past, and, in all reasonable probability, will incur medical care expenses in the future.

14.02 Plaintiff has experienced mental anguish in the past as a result of her physical injuries and, in all reasonable probability, will sustain mental anguish in the future as a result of her physical injuries.

14.03 Plaintiff experienced physical pain and suffering in the past as a result of her physical injuries, and in all reasonable probability, will sustain physical pain and suffering in the future as a result of her physical injuries.

14.04 Plaintiff experienced physical impairment or physical incapacity in the past as a result of the incident and, in all reasonable probability, will sustain physical impairment or physical incapacity in the future.

14.05 Plaintiff has suffered loss of earning capacity in in the past, and, in all reasonable probability, will sustain loss of earning capacity in the future.

14.06 Plaintiff suffered disfigurement in the past as a result of the incident and, in all reasonable probability, such disfigurement will continue in the future.

15.00 PUNITIVE DAMAGES FOR GROSS NEGLIGENCE

Plaintiff would further show Defendants' negligent acts and/or omissions as set out above constitute such an entire want of care as to indicate the acts and/or omissions in question were the result of conscious indifference to the rights, welfare or safety of Plaintiff and/or constituted gross negligence, which proximately caused Plaintiffs' injuries, so as to give rise to an award of exemplary damages against Defendants. Plaintiff hereby pleads for exemplary damages against Defendants.

16.00 CLAIM FOR PREJUDGMENT AND POST-JUDGMENT INTEREST

Plaintiff claims all lawful prejudgment and post-judgment interest on the damages suffered by them.

17.00 JURY DEMAND

Plaintiff requests that a jury be convened to try the factual issues in this cause.

18.00 PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and answer herein and upon final hearing of this cause, Plaintiff has judgment against Defendants for damages described herein, for cost of suit, interest from the date of the incident and for such other relief to which Plaintiff may be justly entitled.

Respectfully submitted,

SOMMERMAN, McCAFFITY
& QUESADA, L.L.P.

/s/ Andrew B. Sommerman

Andrew B. Sommerman
State Bar No. 18842150
Jody L. Rodenberg
State Bar No. 24073133
Alexandria Risinger
State Bar No. 24095215
3811 Turtle Creek Boulevard, Suite 1400
Dallas, Texas 75219
214/720-0720 (Telephone)
214/720-0184 (Facsimile)
andrew@textrial.com
jrodenberg@textrial.com
arisinger@textrial.com

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify by my signature above that a true and correct copy of the foregoing instrument has this date been sent to all attorneys of record in the above-styled and numbered matter, said service being effected in the following manner:

Certified Mail/Return Receipt Requested	_____
Hand Delivery	_____
Facsimile	_____
Electronic Mail	_____
Electronic Filing	___X___

DATED: September 14, 2018

CAUSE NO. DC-17-04958

ANNE LOONEY, Plaintiff,	§	IN THE DISTRICT COURT
v.	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.; JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES; JACK MUNN; and PRG DALLAS ASC, LP d/b/a KEY-WHITMAN SURGERY CENTER Defendants,	§	
AND	§	
ANNE LOONEY Petitioner,	§	
JOSIE CAMACHO Intervenor,	§	
v.	§	
JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES Respondent.	§	
AND	§	
ANNE LOONEY Plaintiff	§	
JOSIE CAMACHO Intervenor-Plaintiff	§	
CATHY COLLEY Intervenor-Plaintiff	§	95TH JUDICIAL DISTRICT
VALERIE MULLINS AND DONALD MULLINS Intervenor-Plaintiffs	§	
VAN VANDIVER AND	§	

SUSIE VANDIVER	§	
Intervenor-Plaintiffs	§	
	§	
KEVIN GILLETTE	§	
Intervenor-Plaintiff	§	
	§	
JERRY SHIPLEY	§	
Intervenor-Plaintiff	§	
	§	
MARGARET HOUSER	§	
Intervenor-Plaintiff	§	
	§	
STEPHEN HUGHES	§	
Intervenor-Plaintiff	§	
	§	
BOBBY BUCHER	§	
Intervenor-Plaintiff	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

PLAINTIFF ANNE LOONEY'S REQUEST FOR ADMISSIONS TO DEFENDANT PRG DALLAS ASC, LP D/B/A KEY WHITMAN SURGERY CENTER.

TO: PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, served by citation with Plaintiff's Second Supplemental Petition.

Plaintiff serves these Requests for Admission on PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, ("PRG"), Defendant, as allowed by Texas Rules of Civil Procedure 198. Defendant must admit or deny each request, in writing within thirty (50) days after service.

DEFINITIONS

1. "Defendant" or "PRG" means PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, its agents, representatives, and all other persons acting in concert with it or under its control, whether directly or indirectly, including any attorney.

2. “You” and “your” means PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, Defendant.

3. “Person” means any natural person, corporation, firm, association, partnership, joint venture, proprietorship, governmental body, or any other organization, business or legal entity.

4. “Concerning” means, in whole or in part, directly or indirectly, referring to, relating to, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, and constituting.

5. “Communication” means any oral or written communication of which the Defendant has knowledge, information, or belief.

6. “Trimoxi” means any compound containing triamcinolone/moxifloxacin, regardless of other ingredients.

7. “Guardian Pharmacy Services” means JMA Partners, Inc. d/b/a Guardian Pharmacy Services, located at 7920 Elmbrook, Suite 108, Dallas, Texas 75247.

Respectfully submitted,

SOMMERMAN, MCCAFFITY &
QUESADA, LLP

/s/ Andrew B. Sommerman

_____

Andrew B. Sommerman
State Bar No. 18842150
andrew@textrial.com
Jody L. Rodenberg
State Bar No. 24073133
jrodenberg@textrial.com
Alexandria Risinger
State Bar No. 24095215
arisinger@textrial.com
3811 Turtle Creek Dr., Suite 1400
Dallas, TX 75219
214/720-0720
214/720-0184 (fax)

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify by my signature above that a true and correct copy of the foregoing instrument was arranged to be served along with Plaintiffs' Second Supplemental Petition.

PLAINTIFF ANNE LOONEY'S REQUESTS FOR ADMISSIONS
TO DEFENDANT PRG DALLAS ASC, LP D/B/A KEY WHITMAN SURGERY CENTER

ADMIT OR **DENY** THE FOLLOWING:

REQUEST NO. 1. Admit or deny you applied Trimoxi to Anne Looney during cataract surgery.

REQUEST NO. 2. Admit or deny Anne Looney experienced the loss of visual acuity as a result of cataract surgery.

REQUEST NO. 3. Admit or deny Trimoxi was a cause of the loss of visual acuity in Anne Looney.

REQUEST NO. 4. Admit or deny Trimoxi is unsafe to use in intravitreal injections for humans.

REQUEST NO. 5. Admit or deny triamcinolone 15mg/1ml is unsafe to use in intravitreal injections for humans.

REQUEST NO. 6. Admit or deny moxifloxacin 1mg/1ml is unsafe to use in intravitreal injections for humans.

REQUEST NO. 7. Admit or deny Pluronic 407 powder is unsafe to use in intravitreal injections for humans.

REQUEST NO. 8. Admit or deny Pluronic 407 powder at a 6% concentration or higher after sonication is unsafe to use in intravitreal injections for humans.

REQUEST NO. 9. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 6% concentration is unsafe to use in intravitreal injections for humans.

REQUEST NO. 10. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 6% concentration after being sonicated for one hour is unsafe to use in intravitreal injections for humans.

REQUEST NO. 11. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 6% concentration after being sonicated for twice at one hour intervals with water drained and replaced at the one hour mark is unsafe to use in intravitreal injections for humans.

REQUEST NO. 12. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 12% concentration is unsafe to use in intravitreal injections for humans.

REQUEST NO.13. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 12% concentration sonicated for one hour is unsafe to use in intravitreal injections for humans.

REQUEST NO. 14. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 12% concentration after being sonicated for twice at one hour intervals with water drained and replaced at the one hour mark is unsafe to use in intravitreal injections for humans.

REQUEST NO. 15. Admit or deny that you did not ask for any Trimoxi testing results from Guardian Pharmacy Services before applying Trimoxi to Anne Looney during cataract surgery.

REQUEST NO. 16. Admit or deny that you did not receive any Trimoxi testing results from Guardian Pharmacy Services before applying Trimoxi to Anne Looney during cataract surgery.

REQUEST NO. 17. Admit or deny you did no research into the use of Pluronic 407 powder in intravitreal injections for humans before February 1, 2017.

REQUEST NO. 18. Admit or deny you did no research into the effect of sonication of Pluronic 407 powder in Trimoxi before February 1, 2017.

REQUEST NO. 19. Admit or deny you did no research into the use of Trimoxi in intravitreal injections for humans before February 1, 2017.

REQUEST NO. 20. Admit or deny you did no research into the effect of sonication of Trimoxi in intravitreal injections for humans before February 1, 2017.

REQUEST NO. 21. Admit or deny that you did not report any adverse reports regarding the use of Trimoxi after the application of Trimoxi to Anne Looney during cataract surgery.

REQUEST NO. 22. Admit or deny that you did not report any adverse reports to any state regulatory entity regarding the use of Trimoxi after the application of Trimoxi to Anne Looney during cataract surgery.

REQUEST NO. 23. Admit or deny that you did not report any adverse reports to any federal regulatory entity regarding the use of Trimoxi after the application of Trimoxi to Anne Looney during cataract surgery.

REQUEST NO. 24. Admit or deny that you did not receive any Trimoxi testing results from Guardian Pharmacy Services before applying Trimoxi to Anne Looney during cataract surgery.

CAUSE NO. DC-17-04958

ANNE LOONEY, Plaintiff,	§	IN THE DISTRICT COURT
v.	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.; JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES; JACK MUNN; and PRG DALLAS ASC, LP d/b/a KEY-WHITMAN SURGERY CENTER Defendants,	§	
AND	§	
ANNE LOONEY Petitioner,	§	
JOSIE CAMACHO Intervenor,	§	
v.	§	
JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES Respondent.	§	
AND	§	
ANNE LOONEY Plaintiff	§	
JOSIE CAMACHO Intervenor-Plaintiff	§	
CATHY COLLEY Intervenor-Plaintiff	§	95TH JUDICIAL DISTRICT
VALERIE MULLINS AND DONALD MULLINS Intervenor-Plaintiffs	§	
VAN VANDIVER AND	§	

SUSIE VANDIVER	§	
Intervenor-Plaintiffs	§	
	§	
KEVIN GILLETTE	§	
Intervenor-Plaintiff	§	
	§	
JERRY SHIPLEY	§	
Intervenor-Plaintiff	§	
	§	
MARGARET HOUSER	§	
Intervenor-Plaintiff	§	
	§	
STEPHEN HUGHES	§	
Intervenor-Plaintiff	§	
	§	
BOBBY BUCHER	§	
Intervenor-Plaintiff	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

PLAINTIFF ANNE LOONEY'S FIRST REQUEST FOR PRODUCTION TO DEFENDANT PRG DALLAS ASC, LP D/B/A KEY WHITMAN SURGERY CENTER

TO: PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, served by citation with Plaintiff's Second Supplemental Petition.

Plaintiff Anne Looney hereby request Defendant PRG Dallas ASC, LLP d/b/a Key Whitman Surgery Center ("PRG) to produce the following information and documents, and to permit inspection, photographing, and copying of the following specified documents within fifty (50) days, at a time and place agreed upon by attorneys for Plaintiff and Defendant.

The term "document" is used in a comprehensive sense and includes without limitation the following items in the possession of Defendant, its attorneys, agents, employees or other representatives which are available in any capacity whatsoever to any of the foregoing:

(a) Papers, books, accounts, drawings, graphs, charts, photographs, electronic videotape recordings, data and data compilations;

(b) Correspondence including originals, retained copies, and drafts;

(c) Telegrams and teletype messages, including originals, retained copies and drafts;

(d) Contracts and agreements including drafts, proposals and all modifications thereto;

(e) Notes and memoranda, including minutes and any attachments or exhibits thereto, drafts, agenda, inter and intra-office memoranda, memoranda for the file, recorded recollections and any other written form of notation of events or intentions;

(f) Transcripts and recordings of conversations, telephone calls and other communications, including interviews, statements of witnesses and court testimony (said documents to include telephone call notations);

(g) Financial analyses, extrapolations and projections;

(h) Books, records, reports, tabulations and charts;

(i) Memoranda pads, desk calendars, diaries, notebooks, activity sheets, long distance telephone schedules and any other similar items;

(j) Any other writings or printing of any kind or description, whether in draft or final form and whether a copy of an original, which is relevant to the subject matter of this litigation;

(k) Any duplications of the above upon which there are additional markings, deletions or writings to those contained on the originals or copies thereof so as not to be identical;

(l) Any electronic and/or magnetic data this Defendant may have custody or control over is specifically requested by Plaintiffs. Plaintiffs request that the form of data be placed on a CD.

The use in this Request of the term "possession, custody or control" includes constructive possession such that the Defendant need not have actual possession. As long as the Defendant has a superior right to compel the production from a third party (including agency, authority, or representative), Defendant has possession, custody or control.

Good cause exists for the inspection and copying of the information and documents mentioned below for the reason that this information is required to properly prepare Plaintiffs' case for trial and said information is unavailable to Plaintiffs other than by this discovery process. The aforementioned documents are relevant and material to the issues involved in this case and/or are likely to lead to documents or other information which may be relevant or material.

"Defendant," "you" and "PRG " as used in these Interrogatories, means Defendant PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center and its officers, agents, predecessors and/or successors in interest, representatives, assigns, employees, investigators of any of insurers, and each person acting or purporting to act on behalf of Defendant.

"Guardian" or "Guardian Pharmacy Services" means JMA Partners, Inc. d/b/a Guardian Pharmacy Services, located at 7920 Elmbrook, Suite 108, Dallas, Texas 75247.

"Trimoxi" means any compound containing triamcinolone/moxifloxacin, regardless of other ingredients.

This is a continuing request and should any documents or information be subsequently obtained by the Defendant they should be delivered to Plaintiffs' attorney of record. Pursuant to TEX. R. CIV. PROC. 193.7, Plaintiffs intend to use the documents produced in response to this Request for Production of Documents at trial.

Respectfully submitted,

SOMMERMAN, MCCAFFITY &
QUESADA, LLP

/s/ Andrew B. Sommerman

_____

Andrew B. Sommerman
State Bar No. 18842150
andrew@textrial.com
Jody L. Rodenberg
State Bar No. 24073133
jrodenberg@textrial.com
Alexandria Risinger
State Bar No. 24095215
arisinger@textrial.com
3811 Turtle Creek Dr., Suite 1400
Dallas, TX 75219
214/720-0720
214/720-0184 (fax)

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify by my signature above that a true and correct copy of the foregoing instrument was arranged to be served along with Plaintiffs' Second Supplemental Petition.

PLAINTIFF ANNE LOONEY'S REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT PRG DALLAS ASC, LP D/B/A KEY WHITMAN SURGERY CENTER

1**.** Any corporate minutes, memorandum, agendas, emails, communications or other documents concerning Trimoxi from 2015 through the present.

RESPONSE:

2. Any documents that reflect the employees who participated in the decision to purchase any product from Guardian Pharmacy Services from 2015 through the present, including but not limited to:

a. The name of employee(s);
b. Their role in purchasing;
c. Their resume(s).

RESPONSE:

3. Any policies and procedures in place from 2014 through the present regarding the purchasing of new products (including drugs or pharmaceuticals) for retinal surgery.

RESPONSE:

4. Any policies and procedures regarding the investigating, documenting and/or reporting of adverse events in following retinal surgery from 2014 through the present.

RESPONSE:

5. Any documents reflecting complaints or adverse events related to Trimoxi reported to you from 2016 through 2018 including but not limited to:

a. Documents related to investigations;
b. Documents confirming conversations;
c. Lawsuits filed; and
d. Notice letters received pursuant to Chapter 74 of the Texas Civil Practice and Remedies Code.

RESPONSE:

6. Any documents reflecting warnings, proper usage and/or information about Trimoxi, including but not limited to:

a. Potential adverse effects and/or risks
b. Research on the Trimoxi formula
c. Data on the use of Trimoxi in cataract surgery

RESPONSE:

7. Any documents reflecting the information, warnings and/or instructions in regarding the following ingredients for Trimoxi:

a. Pluronic or Poloxamer 407
b. Triamcinolone acetonide
c. Moxifloxacin
d. Polysorbate 80
e. EDTA Calcium
f. Sodium Hydroxide

RESPONSE:

8. Documents reflecting who was involved in the purchasing decision for Trimoxi from 2015 through the present, including documents identifying the names of those individuals and their role in the purchasing decision.

RESPONSE:

9. Documents reflecting any communications between you and/or your employees, agents, or servants, with the following individuals/entities regarding Trimoxi.

a. Anne Looney;
b. Guardian Pharmacy Services;
c. Jack Munn;
d. Physicians and/or other health care professionals of Anne Looney;
e. Professional Compounding Centers of America, Inc.;
f. Any other provider regarding Trimoxi.

RESPONSE:

10. Documents reflecting the safety, efficacy and testing of Trimoxi from 2015 through the present.

RESPONSE:

11. Any documents, reports, correspondence and/or information provided to you by Texas Retina Resources about Anne Looney, whether she is specifically identified or is part of a larger group of patients.

RESPONSE:

12. Any documents that reflect the role Trimoxi had in a loss of visual acuity experienced by any of your patients from 2016 through the present.

RESPONSE:

13. Current Curriculum Vitae: The complete current curriculum vitae, including but not limited to education, internship, residency, fellowships, associations and societies to which the following belong or have belonged in the past, all board certifications, all courses in which they have taught, and all hospitals or clinics at which they have staff privileges or have had staff privileges in the past:

A. Any doctor, employee, assistant, agent, seasonal worker and/or contactor that was consulted about the triamcinolone/moxifloxacin injection used from 2015 through the present.
B. Any consultant, sales agent or marketer assigned to the purchase of retina injections from 2015 through the present.

RESPONSE:

14. All literature, notes, emails, websites, books, articles, etc. in your possession regarding the Trimoxi injection received by Imprimis.

RESPONSE:

15. All literature, notes, emails, websites, books, articles, etc. in your possession regarding the Trimoxi injection received by Guardian Pharmacy Services.

RESPONSE:

16. Articles of incorporation for PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center including any supplements, amendments and/or updates.

RESPONSE:

17. Documents depicting or reflecting the corporate structure of PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center from 2015 through the present.

RESPONSE:

18. Any photographs, slides, videotapes and/or motion pictures used by you which relate or depict the following:

a. Any aspect of preparation, manufacture, distribution, use, storage, application, and/or sale of the Trimoxi injection in question; and
b. The purchase of the Trimoxi formula in question.

RESPONSE:

19. Tests results or any test you performed on Trimoxi.

RESPONSE:

20. Records that reference the following persons/entities' requests for Trimoxi.

a. Anne Looney;
b. Anne Looney's family members or other representative(s) in this lawsuit;
c. Jeffrey Whitman, M.D.
d. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center
f. Physicians and/or other health care professionals concerning the care and treatment of Anne Looney.

RESPONSE:

21. All written or computerized notes or memos in any form regarding Trimoxi from January 2014 to present.

RESPONSE:

22. Your phone log sheets which would show or tend to indicate each time you called the Guardian Pharmacy Services regarding Trimoxi; who you spoke with; and/or what the call was regarding.

RESPONSE:

23. Any advertisements or announcements regarding your sale of Trimoxi from January 1, 2010 to present.

RESPONSE:

24. If you are aware of any facts or information, or if you hold any opinion, which does or might suggest any pre-existing, co-existing or subsequently existing condition or conduct which caused or contributed to cause the occurrence(s) in question made the basis of this lawsuit, then any materials or documents including, but not limited to, all letters, documents, reports, memos, notes, photographs, objects or other tangible things which may in any way relate to the facts, information or opinion in question should be produced.

RESPONSE:

25. Any inspection reports for any entity that inspected your facilities from January 1, 2014 to present.

RESPONSE:

26. All documents concerning the application, use, storage, packaging, and/or sale of the Trimoxi injection from 2014 to present.

RESPONSE:

27. All documents submitted by or on your behalf to any governmental entity concerning Trimoxi.

RESPONSE:

28. Written, taped or transcribed statements from Plaintiff and/or any agent, servant, employee, or representative of Plaintiff made which concern the subject matter of this lawsuit or the incident in question.

RESPONSE:

29. Any documents concerning any in-house investigations conducted by or on your behalf or in which you participated relating to Trimoxi.

RESPONSE:

30. Any documents referred to or otherwise used to refresh recollections about the occurrence or incident in question, in providing answers to oral or written discovery questions and depositions in this case.

RESPONSE:

31. Any complaints you received regarding Trimoxi.

RESPONSE:

32. Documents reflecting consultation or your use of Trimoxi (with all patient identities deleted) from January 2014 through August 2017.

RESPONSE:

33. Written agreements between you and Guardian Pharmacy Services relating to Trimoxi injections.

RESPONSE:

34. Any written notice of claim to you pursuant to TEX. CIV. PRAC. REM. C., Chapter 74 from January 1, 2014 to present.

RESPONSE:

35. All documents reflecting complaints, criticisms or claims against you relating to Trimoxi from January 1, 2014 to present.

RESPONSE:

36. The following personnel or employment records of your employees, agents, or servants (this includes doctors, nurses, pharmacists, technicians, pharmacy technicians, and other medical personnel) involved in the decision to provide the Trimoxi injection:

a. Application for employment;
b. Evaluations;
c. Contracts and agreements;
d. Licensing documents;
e. Payroll records and salary history;
f. Continuing education information;
g. Attendance records of in-service training programs; and
h. Documents concerning reprimands, criticisms, incident reports, or disciplinary records.

RESPONSE:

37. Any personnel handbook, which you distributed or handed out to any personnel (this includes doctors, nurses, pharmacists, technicians, pharmacy technicians, and other medical personnel) who were involved in the provision of Trimoxi injection on the occasion in question. This request includes but is not limited to any documents which would delineate or indicate said person's responsibilities, duties, and job description.

RESPONSE:

38. Publications which you created from January 1, 2015 to present.

RESPONSE:

39. Medical treatises, texts, and books you consulted in your use of the Trimoxi injection.

RESPONSE:

40. Sections, portions or pages of every book, treatise, periodical or other document:

(a) Established, or to be established, as a reliable authority by the testimony of any expert witness you or your attorney have identified or expect to identify to testify at the trial of this case. *See* TEX. R. EVID. 803(18);
(b) To be established as a reliable authority by requesting judicial notice thereof. *See* TEX. R. EVID. 201; 803(18).

RESPONSE:

41. Summaries and voluminous writings, etc.:

(a) Any charts, summaries or calculations of the contents of any voluminous writings, recordings or photographs as defined by TEX. R. EVID. 1001, which cannot be conveniently examined in court, and which you or your attorneys plan to or expect to or may offer as evidence at the trial of this cause pursuant to TEX. R. EVID. 1006 or any other law;
(b) The contents of voluminous writings, recordings, or photographs which you or your attorneys plan to, expect to, or may present in the form of such summaries, charts or photographs as described in (a) above.

RESPONSE:

42. Any depictions, graphs, illustrations, charts, pictures, models, blow-ups or any other document or thing which you intend to utilize as a demonstrable exhibit or aid in the trial of this case.

RESPONSE:

43. Reports of factual observations, tests, data, calculations, photographs, mental impressions or opinions, whether or not supportive of your position, of any expert used for consultation, which formed the basis, either in whole or in part, of the opinions of any expert who may be called as a witness or which have been reviewed by any expert who may be called to trial as a witness.

RESPONSE:

44. All letters, correspondence and any other documents from Defendant and/or Defendant's counsel to any individual listed as a witness or person with knowledge of relevant facts about this case, and all letters, correspondence and any other document from any such person to Defendant and/or Defendant's counsel.

RESPONSE:

45. Any insurance policy covering you that was in effect from January 1, 2015, to the present that would offer any coverage for compounding pharmacies, including any claim of negligence, strict product liability, or medical malpractice for such products.

RESPONSE:

46. All indemnity agreements you have with anyone regarding Trimoxi, a product sold under the label, "Trimoxi," or containing the same ingredients as Trimoxi, or any compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi", or a different label.

RESPONSE:

47. Any correspondence between you, and any insurance carrier, or any party concerning indemnification, concerning Trimoxi, a product sold under the label, "Trimoxi, or containing the same ingredients as Trimoxi, or any compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi", or a different label.

RESPONSE:

48. Any ingredient list, label, package insert, or instructions for the compound of triamcinolone and moxifloxacin provided by Guardian Pharmacy Services whether sold under the label "Trimoxi", or a different label, and provided to anyone between January 1, 2014, and April 1, 2017.

RESPONSE:

49. Any list of steps, or instructions describing the process for compounding Trimoxi provided received from any individual or entity between January 1, 2014 and August 2017.

RESPONSE:

50. Any records showing FDA approval for components or ingredients in Trimoxi.

RESPONSE:

51. Any records showing FDA approval for any triamcinolone/moxifloxacin compounds, or any compound of Trimoxi.

RESPONSE:

52. Any records showing state of Texas regulatory approval for the use of a product labeled "Trimoxi", or any compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi", or any other label.

RESPONSE:

53. Any contract with, or purchase order from any entity or individual for the purchase of any compound of triamcinolone and moxifloxacin whether labeled "Trimoxi", or carrying any other product label between January 1, 2014 and August 1, 2017.

RESPONSE:

54. Any correspondence, including e-mails, letters, faxes, recordings or transcriptions of recordings between you and the following entities between January 1, 2014 and the present concerning Trimoxi, and product labeled "Trimoxi" or any compound of triamcinolone and moxifloxacin:

    a. Dr. Michael George;
    b. Dr. Gary Tylock;
    c. Tylock-George Eye Center;
    d. George Business Holdings, LLC;
    e. Park Cities Surgery Center, Ltd.;
    f. Professional Compounding Centers of America, Inc.; and
    g. Guardian Pharmacy Services.

RESPONSE:

55. Communications and contracts between Imprimis Pharmaceuticals Inc. and you regarding Trimoxi from January 1, 2014 to present.

RESPONSE:

56. Documents showing all correspondence concerning Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, and sold between January 1, 2014 to the present.

RESPONSE:

57. Documents showing instructions for the use of Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, and sold between January 1, 2014 to present.

RESPONSE:

58. Documents showing all ingredients of, including the proportions, and steps for the use of Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, and sold between January 1, 2014 to present.

RESPONSE:

59. Documents showing any study, report, internal report, memo, or internal communication regarding the safety or efficacy of Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, and sold between January 1, 2014 to present.

RESPONSE:

60. Copies of any FDA product recall correction letter, other recall letters, recall orders, or recall reports for unsuccessful results from the FDA or any other governmental agency regarding Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, sold between January 1, 2014, and the present.

RESPONSE:

61. Copies of any FDA product recall correction letter, other recall letters, recall orders, or recall reports for unsuccessful results from the FDA or any other governmental agency regarding any compounded pharmaceutical used by you from January 1, 2014 to the present.

RESPONSE:

62. Copies of any correspondence with any Texas regulatory agency regarding any investigations of you, including the conclusions of any investigation of the safety or efficacy of any of your used products from January 1, 2014 to the present.

RESPONSE:

63. Documents showing any complaint, reports of unacceptable results, comments or other communication about the quality or side effects of Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, and sold between January 1, 2014, and the present

RESPONSE:

64. Your communication with Key Whitman Eye Center, Key Whitman Surgery Center, Dr. Whitman, PRG Dallas ASC, LP and anyone that used Trimoxi in the course of their patient's treatment.

RESPONSE:

65. The formula for the Trimoxi provided to you by any individual or entity from January 1, 2014 to present.

RESPONSE:

66. All communication between you and Imprimis® regarding Trimoxi from January 1, 2014 to present.

RESPONSE:

67. All communication between you and the FDA regarding Trimoxi from January 1, 2014 to present.

RESPONSE:

68. All communication between you and any state regulatory agency regarding Trimoxi from January 1, 2014 to present.

RESPONSE:

69. Communication between you and the State Board of Pharmacy and/or the Texas Department of State Health Services regarding Trimoxi from January 2014 through August 2017.

RESPONSE:

70. All communication between you and the Department of Justice regarding Trimoxi from January 1, 2014 to present.

RESPONSE:

71. All communication between you and any other medical provider regarding Trimoxi

RESPONSE:

72. Your due diligence file for Trimoxi provided by Guardian Pharmacy Services.

RESPONSE:

73. Your due diligence file for Trimoxi.

RESPONSE:

74. All documents you relied on or reviewed in deciding to provide Trimoxi to your patients.

RESPONSE:

75. All documents you relied on or reviewed in deciding to provide Trimoxi provided by Guardian Pharmacy Services to your patients.

RESPONSE:

CAUSE NO. DC-17-04958

ANNE LOONEY, Plaintiff,	§	IN THE DISTRICT COURT
v.	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.; JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES; JACK MUNN; and PRG DALLAS ASC, LP d/b/a KEY-WHITMAN SURGERY CENTER Defendants	§	
AND	§	
ANNE LOONEY Petitioner,	§	
JOSIE CAMACHO Intervenor,	§	
v.	§	
JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES Respondent.	§	
AND	§	
ANNE LOONEY Plaintiff	§	
JOSIE CAMACHO Intervenor-Plaintiff	§	
CATHY COLLEY Intervenor-Plaintiff	§	95TH JUDICIAL DISTRICT
VALERIE MULLINS AND DONALD MULLINS Intervenor-Plaintiffs	§	
VAN VANDIVER AND	§	

SUSIE VANDIVER	§	
Intervenor-Plaintiffs	§	
	§	
KEVIN GILLETTE	§	
Intervenor-Plaintiff	§	
	§	
JERRY SHIPLEY	§	
Intervenor-Plaintiff	§	
	§	
MARGARET HOUSER	§	
Intervenor-Plaintiff	§	
	§	
STEPHEN HUGHES	§	
Intervenor-Plaintiff	§	
	§	
BOBBY BUCHER	§	
Intervenor-Plaintiff	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

PLAINTIFF ANNE LOONEY'S FIRST SET OF INTERROGATORIES TO DEFENDANT PRG DALLAS ASC, LP d/b/a KEY WHITMAN SURGERY CENTER

TO: PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, served by citation with Plaintiff's Second Supplemental Petition

Pursuant to Rule 197, Texas Rules of Civil Procedure, the following Interrogatories are submitted to you to be answered separately and fully, in writing, under oath, within fifty (50) days after service.

DEFINITIONS

"Defendant," "you" and "PRG" as used in these Interrogatories, means Defendant PRG Dallas ASC, LP d/b/a Key-Whitman Surgery Center and its officers, agents, predecessors and/or

successors in interest, representatives, assigns, employees, investigators of any of insurers, and each person acting or purporting to act on behalf of Defendant.

"Incident," as used in these Interrogatories, refers to the injection of Guardian's Trimoxi into Plaintiff Anne Looney's eye during cataract surgery at PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, which is described in the Petition and which incident is made the subject matter of this lawsuit.

"Person," as used in these Interrogatories, includes a natural person, firm, association, organization, partnership, business trust, corporation or public entity, all their agents, assigns, representatives, employees, and each person acting or purporting to act on behalf of such Person.

"Identify," or any form of the word "identify," as used in these Interrogatories with respect to a person, means to give the name, address and telephone number of such person. If the current address and/or telephone number is unknown then give the last known address and telephone number and designate this in the answer.

"Writings," as used in these Interrogatories, means any handwriting, typewriting, printing, photostating, photography and every other means of recording upon any tangible thing, any form of communication or representation, including words, letters, pictures, sounds or symbols or any combination thereof.

"Trimoxi," as used in these Interrogatories, means any compound containing triamcinolone/moxifloxacin, regardless of other ingredients.

"Services," as used in these Interrogatories, means any compounding, consulting, instructions, formulas, conversations, documents or other information provided by Guardian in the regular course of business.

"Guardian" or "Guardian Pharmacy Services" means JMA Partners, Inc. d/b/a Guardian Pharmacy Services, located at 7920 Elmbrook, Suite 108, Dallas, Texas 75247.

Respectfully submitted,

SOMMERMAN, MCCAFFITY & QUESADA, LLP

/s/ Andrew B. Sommerman

Andrew B. Sommerman
State Bar No. 18842150
andrew@textrial.com
Jody L. Rodenberg
State Bar No. 24073133
jrodenberg@textrial.com
Alexandria Risinger
State Bar No. 24095215
arisinger@textrial.com
3811 Turtle Creek Dr., Suite 1400
Dallas, TX 75219
214/720-0720
214/720-0184 (fax)

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify by my signature above that a true and correct copy of the foregoing instrument was arranged to be served along with Plaintiffs' Second Supplemental Petition.

ANNE LOONEY'S FIRST SET OF INTERROGATORIES
TO DEFENDANT PRG DALLAS ASC, LP d/b/a KEY WHITMAN SURGERY CENTER

INTERROGATORY NO. 1: Identify all persons and/or entities who made the decision to use Guardian's Trimoxi.

ANSWER:

INTERROGATORY NO. 2: Identify the reason Guardian's Trimoxi was purchased for patients.

ANSWER:

INTERROGATORY NO. 3: Identify who prescribed Guardian's Trimoxi for Anne Looney.

ANSWER:

INTERROGATORY NO. 4: When did you receive your first report of a patient's adverse event after cataract surgery in 2017 related to the Trimoxi injection? In your answer, include:

a. The date;
b. The identity of the patient;
c. The adverse event complained of;
d. The precautions and/or investigation were taken by you subsequent to the patient's adverse event.

INTERROGATORY NO. 5: Did you provide warnings, information, and/or documents to Anne Looney as to the injection of Trimoxi? If so, please specify the following:

a. When?
b. What was the warning, information, and/or documentation?

ANSWER:

INTERROGATORY NO. 6: Describe the due diligence taken by PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center to investigate the safety of Guardian Pharmacy Services' Trimoxi injections in patients. Include the following in your answer:

a. The name, job title, and employer of the individual(s) responsible for performing any aspect of the due diligence;
b. Documents requested and/or reviewed;
c. Inspections of facilities performed; and
d. The name, job title, and employer of the person providing information to you regarding Trimoxi.

ANSWER:

INTERROGATORY NO. 7: Describe or identify the policies and procedures that were in place, if any, for PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center regarding the selection of new pharmaceuticals to be used in the care and treatment of patients from 2015 through the present.

ANSWER:

INTERROGATORY NO. 8: What injuries did Anne Looney receive from Guardian's Trimoxi?

ANSWER:

INTERROGATORY NO. 9: Please state whether you contend that any act or omission of Guardian Pharmacy Services caused or contributed in any manner to either the Incident or to the injury of Anne Looney, and, if so, please explain fully the factual and legal basis for your answer.

ANSWER:

INTERROGATORY NO. 10: Please state whether you contend that any act or omission of Jack Munn caused or contributed in any manner to either the Incident or to the injury of Anne Looney, and, if so, please explain fully the factual and legal basis for your answer.

ANSWER:

INTERROGATORY NO. 11: Please state whether you contend that any act or omission of Anne Looney caused or contributed in any manner to either the Incident or to the injury of Anne Looney, and, if so, please explain fully the factual and legal basis for your answer.

ANSWER:

INTERROGATORY NO. 12: Please state whether you contend that any preexisting condition of Anne Looney caused or contributed in any manner to either the Incident or to the injury of Anne Looney, and, if so, please explain fully the factual and legal basis for your answer.

ANSWER:

INTERROGATORY NO. 13: Please state whether you contend that any act or omission of Professional Compounding Centers of America, Inc. caused or contributed in any manner to either the Incident or to the injury of Anne Looney, and, if so, please explain fully the factual and legal basis for your answer.

ANSWER:

INTERROGATORY NO. 14: Identify any employees, agents and/or representatives of PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center who requested compounded pharmaceuticals from Guardian Pharmacy Services from January 1, 2014 through the present day. If any, please state their name and title, the date of service and the pharmaceuticals requested.

ANSWER:

INTERROGATORY NO. 15: Has any employee, agent or representative of PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center ever provided information to the Food and Drug Administration regarding any pharmaceutical from Guardian from February 20, 2013 through the present? If so, please state who provided the information and what information was provided.

ANSWER:

INTERROGATORY NO. 16: Please state the gist of each and every conversation that any person, employee, agent or representative of PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center had with Guardian regarding Trimoxi. Include the identity of the persons who were involved in those communications the dates of those communications.

ANSWER:

INTERROGATORY NO. 17: Did any employees, agents, or representatives of PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center contribute to the ingredients and/or preparation of the formula for Trimoxi? If so, include the individual's name, title and what (if any) contact or interaction each individual had with Guardian Pharmacy Services, as well as the identity of the individual or entity who controlled the details of the work or services each such person provided to Guardian Pharmacy Services.

ANSWER:

INTERROGATORY NO. 18: Identify what role, if any, the following individuals/entities had in the decision to purchase Trimoxi from Guardian Pharmacy Services:

a. Jeffrey Whitman, M.D.;
b. Key Whitman Surgery Center,
c. Key Whitman Eye Center;
d. PRG Dallas ASC, LP;
e. Dan Chambers;
f. Nikki Hurley;
g. JW Eye Associates, P.A.;
h. Key Whitman Express Center Collin, PLLC;
i. Key Whitman Express Center Tarrant, PLLC;
j. Key Whitman Express Center Denton, PLLC;
k. Key Whitman Express Center Dallas, PLLC;
l. Key Whitman Express Center Dallas II, PLLC;
m. Key Whitman Laser Center; and
n. Central Point Surgery Center.

ANSWER:

This is a continuing request, and should any documents or information be obtained by the Defendant, the same should be delivered to the attorneys for Plaintiffs immediately upon receipt by said Defendant.

CAUSE NO. DC-17-04958

ANNE LOONEY, Plaintiffs, v. PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.; JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES; JACK MUNN; and PRG DALLAS ASC, LP d/b/a KEY-WHITMAN SURGERY CENTER Defendants AND ANNE LOONEY Petitioner, JOSIE CAMACHO Intervenor, v. JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES Respondent. AND ANNE LOONEY Plaintiff JOSIE CAMACHO Intervenor-Plaintiff CATHY COLLEY Intervenor-Plaintiff VALERIE MULLINS AND DONALD MULLINS Intervenor-Plaintiffs VAN VANDIVER AND SUSIE VANDIVER	§ §	IN THE DISTRICT COURT 95TH JUDICIAL DISTRICT

Intervenor-Plaintiffs	§	
	§	
KEVIN GILLETTE	§	
Intervenor-Plaintiff	§	
	§	
JERRY SHIPLEY	§	
Intervenor-Plaintiff	§	
	§	
MARGARET HOUSER	§	
Intervenor-Plaintiff	§	
	§	
STEPHEN HUGHES	§	
Intervenor-Plaintiff	§	
	§	
BOBBY BUCHER	§	
Intervenor-Plaintiff	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

PLAINTIFF ANNE LOONEY'S REQUEST FOR ADMISSIONS TO DEFENDANT JACK MUNN

TO: Defendant Jack Munn, served by citation with Plaintiffs' Second Supplemental Petition.

Plaintiff Anne Looney serves these Requests for Admission on Defendant Jack Munn, as allowed by Texas Rules of Civil Procedure 198. Defendant must admit or deny each request, in writing within fifty (50) days after service.

DEFINITIONS

1. "Defendant" or "You" or "Your" means Jack Munn.

2. "Guardian" or "Guardian Pharmacy Services" means JMA Partners, Inc., d/b/a Guardian Pharmacy Services, its agents, representatives, and all other persons acting in concert with it or under its control, whether directly or indirectly, including any attorney.

3. “Person” means any natural person, corporation, firm, association, partnership, joint venture, proprietorship, governmental body, or any other organization, business or legal entity.

4. “Concerning” means, in whole or in part, directly or indirectly, referring to, relating to, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, and constituting.

5. “Communication” means any oral or written communication of which the Defendant has knowledge, information, or belief.

6. “Trimoxi” means any compound containing triamcinolone/moxifloxacin, regardless of other ingredients.

Respectfully submitted,

SOMMERMAN, MCCAFFITY &
QUESADA, LLP

/s/ Andrew B. Sommerman

_____

Andrew B. Sommerman
State Bar No. 18842150
andrew@textrial.com
Jody L. Rodenberg
State Bar No. 24073133
jrodenberg@textrial.com
Alexandria Risinger
State Bar No. 24095215
arisinger@textrial.com
3811 Turtle Creek Dr., Suite 1400
Dallas, TX 75219
214/720-0720
214/720-0184 (fax)

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify by my signature above that a true and correct copy of the foregoing instrument was arranged to be served along with Plaintiffs' Second Supplemental Petition.

PLAINTIFF ANNE LOONEY'S FIRST REQUESTS FOR ADMISSIONS TO DEFENDANT JACK MUNN

ADMIT OR **DENY** THE FOLLOWING:

REQUEST NO. 1. Admit or deny Professional Compounding Centers of America, Inc. provided a formula to Guardian Pharmacy Services for Trimoxi.

REQUEST NO. 2. Admit or deny Professional Compounding Centers of America, Inc. provided a formula to you for Trimoxi.

REQUEST NO. 3. Admit or deny triamcinolone 15mg/1ml is unsafe to use in intravitreal injections for humans.

REQUEST NO. 4. Admit or deny moxifloxacin 1mg/1ml is unsafe to use in intravitreal injections for humans.

REQUEST NO. 5. Admit or deny Pluronic 407 powder is unsafe to use in intravitreal injections for humans.

REQUEST NO. 6. Admit or deny Pluronic 407 powder at a 6% concentration or higher after sonication is unsafe to use in intravitreal injections for humans.

REQUEST NO. 7. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 6% concentration is unsafe to use in intravitreal injections for humans.

REQUEST NO. 8. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 6% concentration after being sonicated for one hour is unsafe to use in intravitreal injections for humans.

REQUEST NO. 9. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 6% concentration after being sonicated twice at one hour intervals with water drained and replaced at the one hour mark is unsafe to use in intravitreal injections for humans.

REQUEST NO. 10. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 12% concentration is unsafe to use in intravitreal injections for humans.

REQUEST NO. 11. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 12% concentration sonicated for one hour is unsafe to use in intravitreal injections for humans.

REQUEST NO. 12. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 12% concentration after being sonicated twice at one hour intervals with water drained and replaced at the one hour mark is unsafe to use in intravitreal injections for humans.

REQUEST NO. 13. Admit or deny Guardian did no research into the use of Pluronic 407 powder in intravitreal injections for humans.

REQUEST NO. 14. Admit or deny you did no research into the use of Pluronic 407 powder in intravitreal injections for humans.

REQUEST NO. 15. Admit or deny Guardian did no research into the effect of sonication of Pluronic 407 powder in Trimoxi.

REQUEST NO. 16. Admit or deny you did no research into the effect of sonication of Pluronic 407 powder in Trimoxi.

CAUSE NO. DC-17-04958

ANNE LOONEY, Plaintiffs	§	IN THE DISTRICT COURT
v.	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.; JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES; JACK MUNN; and PRG DALLAS ASC, LP d/b/a KEY-WHITMAN SURGERY CENTER Defendants	§	
AND	§	
ANNE LOONEY Petitioner,	§	
JOSIE CAMACHO Intervenor,	§	
v.	§	
JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES Respondent.	§	
AND	§	
ANNE LOONEY Plaintiff	§	
JOSIE CAMACHO Intervenor-Plaintiff	§	
CATHY COLLEY Intervenor-Plaintiff	§	95TH JUDICIAL DISTRICT
VALERIE MULLINS AND DONALD MULLINS Intervenor-Plaintiffs	§	
VAN VANDIVER AND SUSIE VANDIVER	§	

Intervenor-Plaintiffs	§	
	§	
KEVIN GILLETTE	§	
Intervenor-Plaintiff	§	
	§	
JERRY SHIPLEY	§	
Intervenor-Plaintiff	§	
	§	
MARGARET HOUSER	§	
Intervenor-Plaintiff	§	
	§	
STEPHEN HUGHES	§	
Intervenor-Plaintiff	§	
	§	
BOBBY BUCHER	§	
Intervenor-Plaintiff	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

PLAINTIFF ANNE LOONEY'S FIRST REQUEST FOR PRODUCTION TO DEFENDANT JACK MUNN

TO: Defendant Jack Munn, served by citation with Plaintiffs' Second Supplemental Petition.

Plaintiff Anne Looney hereby requests Defendant Jack Munn to produce the following information and documents, and to permit inspection, photographing, and copying of the following specified documents within fifty days (50) days, at a time and place agreed upon by attorneys for Plaintiff and Defendant.

The term "document" is used in a comprehensive sense and includes without limitation the following items in the possession of Defendant, its attorneys, agents, employees or other representatives which are available in any capacity whatsoever to any of the foregoing:

(a) Papers, books, accounts, drawings, graphs, charts, photographs, electronic videotape recordings, data and data compilations;

(b) Correspondence including originals, retained copies, and drafts;

(c) Telegrams and teletype messages, including originals, retained copies and drafts;

(d) Contracts and agreements including drafts, proposals and all modifications thereto;

(e) Notes and memoranda, including minutes and any attachments or exhibits thereto, drafts, agenda, inter and intra-office memoranda, memoranda for the file, recorded recollections and any other written form of notation of events or intentions;

(f) Transcripts and recordings of conversations, telephone calls and other communications, including interviews, statements of witnesses and court testimony (said documents to include telephone call notations);

(g) Financial analyses, extrapolations and projections;

(h) Books, records, reports, tabulations and charts;

(i) Memoranda pads, desk calendars, diaries, notebooks, activity sheets, long distance telephone schedules and any other similar items;

(j) Any other writings or printing of any kind or description, whether in draft or final form and whether a copy of an original, which is relevant to the subject matter of this litigation;

(k) Any duplications of the above upon which there are additional markings, deletions or writings to those contained on the originals or copies thereof so as not to be identical;

(l) Any electronic and/or magnetic data this Defendant may have custody or control over is specifically requested by Plaintiffs. Plaintiffs request that the form of data be placed on a CD.

The use in this Request of the term "possession, custody or control" includes constructive possession such that the Defendant need not have actual possession. As long as the Defendant has a superior right to compel the production from a third party (including agency, authority, or representative), Defendant has possession, custody or control.

Good cause exists for the inspection and copying of the information and documents mentioned below for the reason that this information is required to properly prepare Plaintiffs'

case for trial and said information is unavailable to Plaintiffs other than by this discovery process. The aforementioned documents are relevant and material to the issues involved in this case and/or are likely to lead to documents or other information which may be relevant or material.

"Defendant" or "You" means Jack Munn.

"Guardian" or "Guardian Pharmacy Services" means JMA Partners, Inc., d/b/a Guardian Pharmacy Services, and all of its employees, representatives, agents, adjusters, and investigators acting or purporting to act on its behalf.

"Trimoxi" means any compound containing triamcinolone/moxifloxacin, regardless of other ingredients.

This is a continuing request and should any documents or information be subsequently obtained by the Defendant they should be delivered to Plaintiffs' attorney of record. Pursuant to TEX. R. CIV. PROC. 193.7, Plaintiffs intend to use the documents produced in response to this Request for Production of Documents at trial.

Respectfully submitted,

SOMMERMAN, MCCAFFITY &
QUESADA, LLP

/s/ Andrew B. Sommerman

_____

Andrew B. Sommerman
State Bar No. 18842150
andrew@textrial.com
Jody L. Rodenberg
State Bar No. 24073133
jrodenberg@textrial.com
Alexandria Risinger
State Bar No. 24095215
arisinger@textrial.com
3811 Turtle Creek Dr., Suite 1400
Dallas, TX 75219
214/720-0720
214/720-0184 (fax)

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify by my signature above that a true and correct copy of the foregoing instrument was arranged to be served along with Plaintiffs' Second Supplemental Petition.

PLAINTIFF ANNE LOONEY'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT JACK MUNN

1. Current Curriculum Vitae: Your complete current curriculum vitae, including but not limited to education, internship, residency, fellowships, associations and societies to which you belong or have belonged in the past, all board certifications, all courses in which you have taught, and all hospitals or clinics at which you have pharmacy staff privileges or have had pharmacy staff privileges in the past.

RESPONSE:

2. All literature, notes, emails, websites, books, articles, or other materials used by you to create a Trimoxi injection provided to PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center.

RESPONSE:

3. A true and correct copy of your license(s) to practice pharmacy in any state, province or country.

RESPONSE:

4. Licenses or certificates issued to you to dispense and/or prescribe controlled substances and/or other drugs issued to the following by the United States Department of Justice and/or the Texas Department of Public Safety or from any other state.

RESPONSE:

5. Correspondence between you and the following:

   A. Anne Looney;
   B. Jeffrey Whitman, M.D.;
   C. Anne Looney's family members or other representative(s) in this lawsuit;
   D. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center;
   E. Physicians and/or other health care professionals concerning the care and treatment of Anne Looney;
   F. Professional Compounding Centers of America, Inc.; and
   G. Any other lawyer for a claimant, other than the undersigned, regarding the use of Trimoxi.

RESPONSE:

6. Any photographs, slides, videotapes and/or motion pictures used by you which relate to or depict the following:

   A. Any aspect of preparation, manufacture, distribution, and/or sale of the Trimoxi injection in question;
   B. The sale of the Trimoxi formula in question; and
   C. Any occurrence similar to the sale of the Trimoxi formula.

RESPONSE:

7. Test results or any test you performed on Trimoxi.

RESPONSE:

8. Records that reference the following persons/entities' requests for Trimoxi:

   A. Anne Looney;
   B. Jeffrey Whitman, M.D.;
   C. Anne Looney's family members or other representative(s) in this lawsuit;
   D. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center; and
   E. Physicians and/or other health care professionals concerning the care and treatment of Anne Looney.

RESPONSE:

9. Any communication with the following entities regarding Trimoxi:

   A. Anne Looney;
   B. Jeffrey Whitman, M.D.;
   C. Anne Looney's family members or other representative(s) in this lawsuit;
   D. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center;
   E. Physicians and/or other health care professionals concerning the care and treatment of Anne Looney; and
   F. Professional Compounding Centers of America, Inc.

RESPONSE:

10. Any communication between you and the following from January 2015 to the present:

A. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center; and
B. Professional Compounding Centers of America, Inc.

RESPONSE:

11. All written or computerized notes or memos in any form regarding the formula of Trimoxi in your possession from January 2014 to the present.

RESPONSE:

12. All documents showing the amount of money you received from the following entities from January 2015 to the present.

A. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center; and
B. Professional Compounding Centers of America, Inc.

RESPONSE:

13. Your phone log sheets which would show or tend to indicate each time you called the following entities regarding Trimoxi, who you spoke with, and/or what the call was regarding:

A. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center; and
B. Professional Compounding Centers of America, Inc.

RESPONSE:

14. Any advertisements or announcements regarding your sale of Trimoxi from January 1, 2010 to the present.

RESPONSE:

15. If you are aware of any facts or information, or if you hold any opinion, which does or might suggest any pre-existing, co-existing or subsequently existing condition or conduct which caused or contributed to cause the occurrence(s) in question and made the basis of this lawsuit, then any materials or documents including, but not limited to, all letters, documents, reports, memos, notes, photographs, objects or other tangible things which may in any way relate to the facts, information or opinion in question should be produced.

RESPONSE:

16. Any inspection reports from any entity that inspected your facilities from January 1, 2014 to the present.

RESPONSE:

17. All documents concerning preparation, manufacture, distribution, and/or sale of the Trimoxi injection from January 2014 the present.

RESPONSE:

18. All documents submitted by or on your behalf to any governmental entity concerning the preparation, manufacture, distribution, and/or sale of Trimoxi.

RESPONSE:

19. Written, taped or transcribed statements from Plaintiff and/or any agent, servant, employee, or representative of Plaintiff made which concern the subject matter of this lawsuit or the incident in question.

RESPONSE:

20. Any documents concerning any in-house investigations conducted by or on your behalf or in which you participated, relating to the preparation, manufacture, distribution, and/or sale of Trimoxi.

RESPONSE:

21. Any documents referred to or otherwise used to refresh recollections about the occurrence or incident in question, in providing answers to oral or written discovery questions and depositions in this case.

RESPONSE:

22. Any complaints you received regarding Trimoxi.

RESPONSE:

23. Documents reflecting consultation or your sales of Trimoxi (with all patient identities redacted) from January 2014 through August 2017.

RESPONSE:

24. Written agreements between you and any of the following organizations or persons relating to Trimoxi injections:

A. Hospitals;
B. Professional associations, professional corporations, partnerships, health maintenance organizations (HMOs);
C. Key-Whitman Eye Center;
D. Jeffrey Whitman, M.D.;
E. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center;
F. Tylock-George Eye Center;
G. George Business Holdings, LLC;
H. Park Cities Surgery Center, Ltd.;
I. Other medical facilities;
J. Other doctors or health care professionals;
K. Third-party payors, including health insurance companies;
L. Compounding pharmacies; and
M. Professional Compounding Centers of America, Inc.

RESPONSE:

25. A copy of any written agreements or contracts between you and the following entities:

A. Hospitals;
B. Professional associations, professional corporations, partnerships, health maintenance organizations (HMOs);
C. Key-Whitman Eye Center;
D. Jeffrey Whitman, M.D.;
E. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center;
F. Tylock-George Eye Center;
G. George Business Holdings, LLC;
H. Park Cities Surgery Center, Ltd.;
I. Other medical facilities;
J. Other doctors or health care professionals;
K. Third-party payors, including health insurance companies;
L. Compounding pharmacies; and
M. Professional Compounding Centers of America, Inc.

RESPONSE:

26. Any written notice of claim to you pursuant to Chapter 74 of the Texas Civil Practice and Remedies Code from January 1, 2014 to the present.

RESPONSE:

27. All documents relating to complaints, criticisms or claims against you relating to Trimoxi from January 1, 2014 to the present.

RESPONSE:

28. Any personnel handbook, which you distributed or handed out to any personnel (this includes doctors, nurses, pharmacists, technicians, pharmacy technicians, and other medical personnel) who were involved in the preparation of the Trimoxi injection on the occasion in question. This request includes but is not limited to any documents which would delineate or indicate said person's responsibilities, duties, and job description.

RESPONSE:

29. Publications which you created from January 1, 2015 to the present.

RESPONSE:

30. Medical treatises, texts, and books you consulted in your creation of the Trimoxi injection.

RESPONSE:

31. Sections, portions or pages of every book, treatise, periodical or other document:

    A. Established, or to be established, as a reliable authority by the testimony of any expert witness you or your attorney have identified or expect to identify to testify at the trial of this case. *See* TEX. R. EVID. 803(18);
    B. To be established as a reliable authority by requesting judicial notice thereof. *See* TEX. R. EVID. 201; 803(18).

RESPONSE:

32. Summaries and voluminous writings, etc.:

    A. Any charts, summaries or calculations of the contents of any voluminous writings, recordings or photographs as defined by TEX. R. EVID. 1001, which cannot be conveniently examined in court, and which you or your attorneys plan to or expect to or may offer as evidence at the trial of this case pursuant to TEX. R. EVID. 1006 or any other law; and
    B. The contents of voluminous writings, recordings, or photographs which you or your attorneys plan to, expect to, or may present in the form of such summaries, charts or photographs as described in (a) above.

RESPONSE:

33. Any depictions, graphs, illustrations, charts, pictures, models, blow-ups or any other document or thing which you intend to utilize as a demonstrable exhibit or aid in the trial of this case.

RESPONSE:

34. Reports of factual observations, tests, data, calculations, photographs, mental impressions or opinions, whether or not supportive of your position, of any expert used for consultation, which formed the basis, either in whole or in part, of the opinions of any expert who may be called as a witness or which have been reviewed by any expert who may be called to trial as a witness.

RESPONSE:

35. All letters, correspondence and any other documents from Defendant and/or Defendant's counsel to any individual listed as a witness or person with knowledge of relevant facts about this case, and all letters, correspondence and any other document from any such person to Defendant and/or Defendant's counsel.

RESPONSE:

36. Any insurance policy covering you that was in effect from January 1, 2015 to the present that would offer any coverage for compounding pharmacies, including any claim of negligence, strict product liability, or medical malpractice for such products.

RESPONSE:

37. All indemnity agreements you have with anyone regarding the sale of Trimoxi, a product sold under the label "Trimoxi," or containing the same ingredients as Trimoxi, or any compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi" or a different label.

RESPONSE:

38. Any correspondence between you and any insurance carrier, or any party concerning indemnification, concerning any sales of Trimoxi, a product sold under the label "Trimoxi," or containing the same ingredients as Trimoxi, or any compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi," or a different label.

RESPONSE:

39. Documents reflecting any eye centers, surgery centers, or other facilities that ordered or received any services regarding compounded "Trimoxi," or product labeled as "Trimoxi" produced at the same time, and in the same batch, or to the same specifications as the product labeled "Trimoxi" from January 1, 2014 through August 1, 2017.

RESPONSE:

40. Documents reflecting any eye centers, surgery centers, or other facilities that received any services regarding the compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi," or a different label, and produced at the same time, and in the same batch, or to the same specifications as the product labeled "Trimoxi" and provided to PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, from January 1, 2014 through August 1, 2017.

RESPONSE:

41. Any ingredient list, label, package insert, or instructions for the compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi," or a different label, and provided to anyone between January 1, 2014 and April 1, 2017.

RESPONSE:

42. Any ingredient list, label, package insert, or instructions for the compounded Trimoxi between January 1, 2014 and August 1, 2017.

RESPONSE:

43. Any document reflecting the list of steps or instructions describing the process for compounding Trimoxi provided or received from any individual or entity between January 1, 2014 and August 2017.

RESPONSE:

44. Any records showing FDA approval for components or ingredients in Trimoxi.

RESPONSE:

45. Any records showing FDA approval for any triamcinolone/moxifloxacin compounds, or any compound of Trimoxi.

RESPONSE:

46. Any records showing State of Texas regulatory approval for the sale of a product labeled "Trimoxi," or any compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi," or any other label.

RESPONSE:

47. Any contract with, or purchase order from, any entity or individual for the purchase of any compound of triamcinolone and moxifloxacin whether labeled "Trimoxi," or carrying any other product label between January 1, 2014 and August 1, 2017.

RESPONSE:

48. Any correspondence, including e-mails, letters, faxes, recordings or transcriptions of recordings between you and the following entities between January 1, 2014 and the present concerning Trimoxi, and product labeled "Trimoxi" or any compound of triamcinolone and moxifloxacin:

A. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center;
B. Tylock-George Eye Center;
C. George Business Holdings, LLC;
D. Park Cities Surgery Center, Ltd.; and
E. Professional Compounding Centers of America, Inc.

RESPONSE:

49. Communications and contracts between Imprimis Pharmaceuticals Inc. and you regarding Trimoxi from January 1, 2014 to present.

RESPONSE:

50. Documents showing all correspondence concerning compounded Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, sold between January 1, 2014 and the present.

RESPONSE:

51. Documents showing instructions for the preparation or compounding of Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, sold between January 1, 2014 and the present.

RESPONSE:

52. Documents showing all ingredients of, including the proportions and steps for, compounding Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, sold between January 1, 2014 and the present.

RESPONSE:

53. Documents showing any study, report, internal report, memo, or internal communication regarding the safety or efficacy of compounded Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, sold between January 1, 2014 and the present.

RESPONSE:

54. Copies of any FDA product recall correction letter, other recall letters, recall orders, or recall reports for unsuccessful results from the FDA or any other governmental agency regarding compounded Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, sold between January 1, 2014, and the present.

RESPONSE:

55. Copies of any FDA product recall correction letter, other recall letters, recall orders, or recall reports for unsuccessful results from the FDA or any other governmental agency regarding any compounded pharmaceutical sold by you from January 1, 2014 to the present.

RESPONSE:

56. Copies of any correspondence with any Texas regulatory agency regarding any investigations of you, including the conclusions of any investigation of the safety or efficacy of any of your products from January 1, 2014 to the present.

RESPONSE:

57. Documents showing any complaint, reports of unacceptable results, comments or other communication about the quality or side effects of compounded Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, and sold between January 1, 2014, and the present

RESPONSE:

58. All documents showing how you determined the ingredients for your Trimoxi formula.

RESPONSE:

59. Any documents reflecting testing done on Trimoxi.

RESPONSE:

60. Your communication with PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, Park Central Surgery Center, Ltd., Dr. Hurst, Dr. Lee, Dr. Whitman, and anyone that used Trimoxi in the course of their patients' treatment.

RESPONSE:

61. The formula for the Trimoxi provided by you to any individual or entity from January 1, 2014 to present.

RESPONSE:

62. All communication and documents exchanged between you and Imprimis® regarding Trimoxi from January 1, 2014 to the present.

RESPONSE:

63. All communication and documents exchanged between you and the FDA regarding Trimoxi from January 1, 2014 to the present.

RESPONSE:

64. All communication and document exchanged between you and any state or federal regulatory agency regarding Trimoxi from January 1, 2014 to the present.

RESPONSE:

65. All communication and documents exchanged between you and the State Board of Pharmacy and/or the Texas Department of State Health Services regarding Trimoxi from January 2014 through August 2017.

RESPONSE:

66. All communication and documents exchanged between you and the Department of Justice regarding Trimoxi from January 1, 2014 to present.

RESPONSE:

67. All communication between you and any other pharmacist regarding Trimoxi.

RESPONSE:

CAUSE NO. DC-17-04958

ANNE LOONEY, Plaintiff,	§	IN THE DISTRICT COURT
v.	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.; JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES; JACK MUNN; and PRG DALLAS ASC, LP d/b/a KEY-WHITMAN SURGERY CENTER Defendants	§	
AND	§	
ANNE LOONEY Petitioner,	§	
JOSIE CAMACHO Intervenor,	§	
v.	§	
JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES Respondent.	§	
AND	§	
ANNE LOONEY Plaintiff	§	
JOSIE CAMACHO Intervenor-Plaintiff	§	
CATHY COLLEY Intervenor-Plaintiff	§	95TH JUDICIAL DISTRICT
VALERIE MULLINS AND DONALD MULLINS Intervenor-Plaintiffs	§	
VAN VANDIVER AND SUSIE VANDIVER	§	

Intervenor-Plaintiffs	§	
	§	
KEVIN GILLETTE	§	
Intervenor-Plaintiff	§	
	§	
JERRY SHIPLEY	§	
Intervenor-Plaintiff	§	
	§	
MARGARET HOUSER	§	
Intervenor-Plaintiff	§	
	§	
STEPHEN HUGHES	§	
Intervenor-Plaintiff	§	
	§	
BOBBY BUCHER	§	
Intervenor-Plaintiff	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

PLAINTIFF ANNE LOONEY'S FIRST SET OF INTERROGATORIES TO DEFENDANT JACK MUNN

TO: Defendant Jack Munn, served by citation with Plaintiffs' Second Supplemental Petition.

Pursuant to Rule 197, Texas Rules of Civil Procedure, the following Interrogatories are submitted to you to be answered separately and fully, in writing, under oath, within fifty (50) days after service.

DEFINITIONS

"Defendant" and "you" as used in these Interrogatories means Jack Munn.

"Guardian" and "Guardian Pharmacy Services" as used in these Interrogatories, means Defendant JMA Partners, Inc., d/b/a Guardian Pharmacy Services, located at 7920 Elmbrook, Suite 108, Dallas, Texas 75247, and its officers, agents, predecessors and/or successors in interest,

representatives, assigns, employees, investigators of any insurers, and each person acting or purporting to act on behalf of Defendant.

"Incident," as used in these Interrogatories, refers to the injection of Guardian's Trimoxi into Plaintiff Anne Looney's eye during cataract surgery at PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, which is described in the Petition and which incident is made the subject matter of this lawsuit.

"Person," as used in these Interrogatories, includes a natural person, firm, association, organization, partnership, business trust, corporation or public entity, all their agents, assigns, representatives, employees, and each person acting or purporting to act on behalf of such Person.

"Identify," or any form of the word "identify," as used in these Interrogatories with respect to a person, means to give the name, address and telephone number of such person. If the current address and/or telephone number is unknown then give the last known address and telephone number and designate this in the answer.

"Writings," as used in these Interrogatories, means any handwriting, typewriting, printing, photostating, photography and every other means of recording upon any tangible thing, any form of communication or representation, including words, letters, pictures, sounds or symbols or any combination thereof.

"Trimoxi," as used in these Interrogatories, means any compound containing triamcinolone/moxifloxacin, regardless of other ingredients.

"Services," as used in these Interrogatories, means any compounding, consulting, instructions, formulas, conversations, documents or other information provided by Guardian in the regular course of business.

Respectfully submitted,

SOMMERMAN, MCCAFFITY &
QUESADA, LLP

/s/ Andrew B. Sommerman

_____

Andrew B. Sommerman
State Bar No. 18842150
andrew@textrial.com
Jody L. Rodenberg
State Bar No. 24073133
jrodenberg@textrial.com
Alexandria Risinger
State Bar No. 24095215
arisinger@textrial.com
3811 Turtle Creek Dr., Suite 1400
Dallas, TX 75219
214/720-0720
214/720-0184 (fax)

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify by my signature above that a true and correct copy of the foregoing instrument was arranged to be served along with Plaintiffs' Second Supplemental Petition.

ANNE LOONEY'S FIRST SET OF INTERROGATORIES
TO JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES

INTERROGATORY NO. 1: Did you provide information and/or instructions along with your sale of Trimoxi to PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center or any other person or entity affiliated with PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center? If so, please specify the following:

a. When the information and/or instructions were provided.
b. To whom the information and/or instructions were provided.
c. The substance of the instructions and/or information.
d. Whether documents were provided and the identity of those documents.
e. Whether you advised that Trimoxi could be used in cataract surgery.
f. The content of the communication you had regarding use of Trimoxi.

ANSWER:

INTERROGATORY NO. 2: Did you instruct someone else to provide information and/or instructions along with the sale of Trimoxi to PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center or any other person or entity affiliated with PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center? If so, please specify the following:

a. Who you instructed.
b. When you instructed that person.
c. What you instructed that person to do.

ANSWER:

INTERROGATORY NO. 3: Identify the information, warnings and/or instructions you had for the compounding of Trimoxi regarding the following ingredients:

a. Pluronic or Poloxamer 407
b. Triamcinolone acetonide
c. Moxifloxacin
d. Polysorbate 80
e. EDTA Calcium
f. Sodium Hydroxide
g. Any other ingredients you were told to add

ANSWER:

INTERROGATORY NO. 4: Identify what you told the following individuals/entities regarding your ability to provide Trimoxi.

a. Anne Looney;
b. Jeffrey Whitman, M.D.;
c. PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center;
d. Tylock-George Eye Center;
e. George Business Holdings, LLC;
f. Park Cities Surgery Center, Ltd.;
g. Physicians and/or other health care professionals of Anne Looney;
h. Professional Compounding Centers of America, Inc.; and
i. Any other potential purchaser of Trimoxi.

ANSWER:

INTERROGATORY NO. 5: Identify what you were asked by the following individuals/entities regarding your ability to provide Trimoxi (including but not limited to any inquiries regarding safety, efficacy and testing of Trimoxi).

a. Anne Looney;
b. Jeffrey Whitman, M.D.;
c. PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center;
d. Tylock-George Eye Center;
e. George Business Holdings, LLC;
f. Park Cities Surgery Center, Ltd.;
g. Physicians and/or other health care professionals of Anne Looney;
j. Professional Compounding Centers of America, Inc.; and
k. Any other potential purchaser of Trimoxi.

INTERROGATORY NO. 6: Please state whether you contend that any act or omission of any other party caused or contributed in any manner to either the incident or to the injury of Anne Looney, and, if so, please explain fully the factual and legal basis for your answer.

ANSWER:

INTERROGATORY NO. 7: Please state whether you contend that any act or omission of Anne Looney caused or contributed in any manner to either the incident or to the injury of Anne Looney, and, if so, please explain fully the factual and legal basis for your answer.

ANSWER:

INTERROGATORY NO. 8: Please state whether you contend that any preexisting condition of Anne Looney caused or contributed in any manner to either the incident or to the injury of Anne Looney, and, if so, please explain fully the factual and legal basis for your answer.

ANSWER:

INTERROGATORY NO. 9: Identify any employees, agents and/or representatives of PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center who requested services from Guardian Pharmacy Services from January 1, 2014 through the present. Please state their name and title, the date of the request, the date of service and the service that was rendered.

ANSWER:

INTERROGATORY NO. 10: Describe in full detail (including but not limited to the style, cause number, court number, judicial district, county, state and country) any and all ***criminal and civil*** actions in which you have been a defendant.

ANSWER:

INTERROGATORY NO. 11: Have you ever given any testimony under oath relating to the services or products of Guardian from February 20, 2013 through the present (excluding this lawsuit)? Please state the date and place such testimony was given, the nature of the proceeding for which the testimony was given and state where a transcript of your testimony can be located.

ANSWER:

INTERROGATORY NO. 12: Please identify any employee, agent or representative of JW Eye Associates, P.A. with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 13: Please identify any employee, agent or representative of Key Whitman Express Center Collin, PLLC with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 14: Please identify any employee, agent or representative of Key Whitman Express Center Tarrant, PLLC with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 15: Please identify any employee, agent or representative of Key Whitman Express Center Denton, PLLC with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 16: Please identify any employee, agent or representative of Key Whitman Express Center Dallas, PLLC with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 17: Please identify any employee, agent or representative of Key Whitman Express Center Dallas II, PLLC with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 18: Please identify any employee, agent or representative of Key Whitman Laser Center with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 19: Please identify any employee, agent or representative of Key Whitman Express Center with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 20: Please identify any employee, agent or representative of PRG Dallas ASC, L.P. with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 21: Please identify any employee, agent or representative of Central Point Surgery Center with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 22: Please identify any employee, agent or representative of Key Whitman Surgery Center with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 23: Please state the substance of each and every conversation that you had with the Federal Drug Administration (FDA), Department of Justice (DOJ), Texas Board of Pharmacy and/or any state regulatory agencies, concerning in any way whatsoever the subject matter of this lawsuit. As to each such conversation, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 24: Did any individuals and/or entities assist you in the preparation of the formula and instructions for Trimoxi between January 1, 2014 and the present? If so, state the individual's name, title and what (if any) contact or interaction each individual had with you, as well as the identity of the individual or entity who controlled the details of the work or services each such person provided to you.

ANSWER:

INTERROGATORY NO. 25: Who made the Trimoxi formula that was provided to any of the following:

a. Anne Looney;
b. Jeffrey Whitman, M.D.;
c. PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center;
d. Tylock-George Eye Center c/o George Business Holdings, LLC;
e. Park Cities Surgery Center, Ltd.;
f. Physicians and/or other health care professionals of Anne Looney;
l. Professional Compounding Centers of America, Inc.; and
m. Any other potential purchaser of Trimoxi.

ANSWER:

This is a continuing request, and should any documents or information be obtained by the Defendant, the same should be delivered to the attorneys for Plaintiff immediately upon receipt by said Defendant.

CAUSE NO. DC-17-04958

ANNE LOONEY,	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING	§	
CENTERS OF AMERICA, INC.; JMA	§	
PARTNERS, INC. d/b/a GUARDIAN	§	
PHARMACY SERVICES; JACK MUNN;	§	
and PRG DALLAS ASC, LP d/b/a	§	
KEY-WHITMAN SURGERY CENTER	§	
Defendants	§	
	§	
AND	§	
	§	
ANNE LOONEY	§	
Petitioner,	§	
	§	
JOSIE CAMACHO	§	
Intervenor,	§	
	§	
v.	§	
	§	
JMA PARTNERS, INC. d/b/a	§	
GUARDIAN PHARMACY SERVICES	§	
Respondent.	§	
	§	
AND	§	
	§	
ANNE LOONEY	§	
Plaintiff	§	
	§	
JOSIE CAMACHO	§	
Intervenor-Plaintiff	§	
	§	
CATHY COLLEY	§	95TH JUDICIAL DISTRICT
Intervenor-Plaintiff	§	
	§	
VALERIE MULLINS AND	§	
DONALD MULLINS	§	
Intervenor-Plaintiffs	§	
	§	
VAN VANDIVER AND	§	

SUSIE VANDIVER	§	
Intervenor-Plaintiffs	§	
	§	
KEVIN GILLETTE	§	
Intervenor-Plaintiff	§	
	§	
JERRY SHIPLEY	§	
Intervenor-Plaintiff	§	
	§	
MARGARET HOUSER	§	
Intervenor-Plaintiff	§	
	§	
STEPHEN HUGHES	§	
Intervenor-Plaintiff	§	
	§	
BOBBY BUCHER	§	
Intervenor-Plaintiff	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

PLAINTIFF ANNE LOONEY'S REQUEST FOR ADMISSIONS TO DEFENDANT JMA PARTNERS, INC. D/B/A GUARDIAN PHARMACY SERVICES

TO: Defendant, JMA Partners, Inc., d/b/a Guardian Pharmacy Services, served by citation with Plaintiffs' Second Supplemental Petition.

Plaintiff Anne Looney serves these Requests for Admission on Defendant JMA Partners, Inc., d/b/a Guardian Pharmacy Services ("Guardian"), as allowed by Texas Rules of Civil Procedure 198. Defendant must admit or deny each request, in writing within fifty (50) days after service.

DEFINITIONS

1. "Defendant" or "You" or "Your" or "Guardian" means JMA Partners, Inc., d/b/a Guardian Pharmacy Services, its agents, representatives, and all other persons acting in concert with it or under its control, whether directly or indirectly, including any attorney.

2. "Person" means any natural person, corporation, firm, association, partnership, joint venture, proprietorship, governmental body, or any other organization, business or legal entity.

3. "Concerning" means, in whole or in part, directly or indirectly, referring to, relating to, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, and constituting.

4. "Communication" means any oral or written communication of which the Defendant has knowledge, information, or belief.

6. "Trimoxi" means any compound containing triamcinolone/moxifloxacin, regardless of other ingredients.

Respectfully submitted,

SOMMERMAN, MCCAFFITY &
QUESADA, LLP

/s/ Andrew B. Sommerman

_____

Andrew B. Sommerman
State Bar No. 18842150
andrew@textrial.com
Jody L. Rodenberg
State Bar No. 24073133
jrodenberg@textrial.com
Alexandria Risinger
State Bar No. 24095215
arisinger@textrial.com
3811 Turtle Creek Dr., Suite 1400
Dallas, TX 75219
214/720-0720
214/720-0184 (fax)

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify by my signature above that a true and correct copy of the foregoing instrument was arranged to be served along with Plaintiffs' Second Supplemental Petition.

PLAINTIFF ANNE LOONEY'S FIRST REQUESTS FOR ADMISSIONS TO DEFENDANT JMA PARTNERS, INC. D/B/A GUARDIAN PHARMACY SERVICES

ADMIT OR **DENY** THE FOLLOWING:

REQUEST NO. 1. Admit or deny Professional Compounding Centers of America, Inc. provided a formula to Guardian Pharmacy Services for Trimoxi.

REQUEST NO. 2. Admit or deny triamcinolone 15mg/1ml is unsafe to use in intravitreal injections for humans.

REQUEST NO. 3. Admit or deny moxifloxacin 1mg/1ml is unsafe to use in intravitreal injections for humans.

REQUEST NO. 4. Admit or deny Pluronic 407 powder is unsafe to use in intravitreal injections for humans.

REQUEST NO. 5. Admit or deny Pluronic 407 powder at a 6% concentration or higher after sonication is unsafe to use in intravitreal injections for humans.

REQUEST NO. 6. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 6% concentration is unsafe to use in intravitreal injections for humans.

REQUEST NO. 7. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 6% concentration after being sonicated for one hour is unsafe to use in intravitreal injections for humans.

REQUEST NO. 8. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 6% concentration after being sonicated twice at one hour intervals with water drained and replaced at the one hour mark is unsafe to use in intravitreal injections for humans.

REQUEST NO. 9. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 12% concentration is unsafe to use in intravitreal injections for humans.

REQUEST NO.10. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 12% concentration sonicated for one hour is unsafe to use in intravitreal injections for humans.

REQUEST NO. 11. Admit or deny triamcinolone/moxifloxacin 15:1 with Pluronic 407 powder at 12% concentration after being sonicated twice at one hour intervals with water drained and replaced at the one hour mark is unsafe to use in intravitreal injections for humans.

REQUEST NO. 12. Admit or deny Guardian did no research into the use of Pluronic 407 powder in intravitreal injections for humans.

REQUEST NO. 13. Admit or deny Guardian did no research into the effect of sonication of Pluronic 407 powder in Trimoxi.

CAUSE NO. DC-17-04958

ANNE LOONEY, Plaintiff,	§	IN THE DISTRICT COURT
v.	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.; JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES; JACK MUNN; and PRG DALLAS ASC, LP d/b/a KEY-WHITMAN SURGERY CENTER Defendants	§	
AND	§	
ANNE LOONEY Petitioner,	§	
JOSIE CAMACHO Intervenor,	§	
v.	§	
JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES Respondent.	§	
AND	§	
ANNE LOONEY Plaintiff	§	
JOSIE CAMACHO Intervenor-Plaintiff	§	
CATHY COLLEY Intervenor-Plaintiff	§	95TH JUDICIAL DISTRICT
VALERIE MULLINS AND DONALD MULLINS Intervenor-Plaintiffs	§	
VAN VANDIVER AND	§	

SUSIE VANDIVER	§	
Intervenor-Plaintiffs	§	
	§	
KEVIN GILLETTE	§	
Intervenor-Plaintiff	§	
	§	
JERRY SHIPLEY	§	
Intervenor-Plaintiff	§	
	§	
MARGARET HOUSER	§	
Intervenor-Plaintiff	§	
	§	
STEPHEN HUGHES	§	
Intervenor-Plaintiff	§	
	§	
BOBBY BUCHER	§	
Intervenor-Plaintiff	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

PLAINTIFF ANNE LOONEY'S FIRST REQUEST FOR PRODUCTION TO DEFENDANT JMA PARTNERS, INC. D/B/A GUARDIAN PHARMACY SERVICES

TO: Defendant, JMA Partners, Inc., d/b/a Guardian Pharmacy Services, served by citation with Plaintiffs' Second Supplemental Petition.

Plaintiff Anne Looney hereby requests Defendant JMA Partners, Inc., d/b/a Guardian Pharmacy Services ("Guardian") to produce the following information and documents, and to permit inspection, photographing, and copying of the following specified documents within fifty days (50) days, at a time and place agreed upon by attorneys for Plaintiff and Defendant.

The term "document" is used in a comprehensive sense and includes without limitation the following items in the possession of Defendant, its attorneys, agents, employees or other representatives which are available in any capacity whatsoever to any of the foregoing:

(a) Papers, books, accounts, drawings, graphs, charts, photographs, electronic videotape recordings, data and data compilations;

(b) Correspondence including originals, retained copies, and drafts;

(c) Telegrams and teletype messages, including originals, retained copies and drafts;

(d) Contracts and agreements including drafts, proposals and all modifications thereto;

(e) Notes and memoranda, including minutes and any attachments or exhibits thereto, drafts, agenda, inter and intra-office memoranda, memoranda for the file, recorded recollections and any other written form of notation of events or intentions;

(f) Transcripts and recordings of conversations, telephone calls and other communications, including interviews, statements of witnesses and court testimony (said documents to include telephone call notations);

(g) Financial analyses, extrapolations and projections;

(h) Books, records, reports, tabulations and charts;

(i) Memoranda pads, desk calendars, diaries, notebooks, activity sheets, long distance telephone schedules and any other similar items;

(j) Any other writings or printing of any kind or description, whether in draft or final form and whether a copy of an original, which is relevant to the subject matter of this litigation;

(k) Any duplications of the above upon which there are additional markings, deletions or writings to those contained on the originals or copies thereof so as not to be identical;

(l) Any electronic and/or magnetic data this Defendant may have custody or control over is specifically requested by Plaintiffs. Plaintiffs request that the form of data be placed on a CD.

The use in this Request of the term "possession, custody or control" includes constructive possession such that the Defendant need not have actual possession. As long as the Defendant has a superior right to compel the production from a third party (including agency, authority, or representative), Defendant has possession, custody or control.

Good cause exists for the inspection and copying of the information and documents mentioned below for the reason that this information is required to properly prepare Plaintiffs' case for trial and said information is unavailable to Plaintiffs other than by this discovery process. The aforementioned documents are relevant and material to the issues involved in this case and/or are likely to lead to documents or other information which may be relevant or material.

"Defendant" or "You" or "Guardian" means JMA Partners, Inc., d/b/a Guardian Pharmacy Services, and all of its employees, representatives, agents, adjusters, and investigators acting or purporting to act on its behalf.

"Trimoxi" means any compound containing triamcinolone/moxifloxacin, regardless of other ingredients.

This is a continuing request and should any documents or information be subsequently obtained by the Defendant they should be delivered to Plaintiffs' attorney of record. Pursuant to TEX. R. CIV. PROC. 193.7, Plaintiffs intend to use the documents produced in response to this Request for Production of Documents at trial.

Respectfully submitted,

SOMMERMAN, MCCAFFITY &
QUESADA, LLP

/s/ Andrew B. Sommerman

_____

Andrew B. Sommerman
State Bar No. 18842150
andrew@textrial.com
Jody L. Rodenberg
State Bar No. 24073133
jrodenberg@textrial.com
Alexandria Risinger
State Bar No. 24095215
arisinger@textrial.com
3811 Turtle Creek Dr., Suite 1400
Dallas, TX 75219
214/720-0720
214/720-0184 (fax)

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify by my signature above that a true and correct copy of the foregoing instrument was arranged to be served along with Plaintiffs' Second Supplemental Petition.

PLAINTIFF ANNE LOONEY'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT JMA PARTNERS, INC. D/B/A GUARDIAN PHARMACY SERVICES

1. Current Curriculum Vitae: The complete current curriculum vitae, including but not limited to education, internship, residency, fellowships, associations and societies to which the following belong or have belonged in the past, all board certifications, all courses in which they have taught, and all hospitals or clinics at which they have pharmacy staff privileges or have had pharmacy staff privileges in the past:

   A. Crystal Sharber
   B. Jack Munn
   C. Waldrick Lemons
   D. Any pharmacist, employee, assistant, agent, seasonal worker and/or contactor that worked on the triamcinolone/moxifloxacin injection produced from 2015 through 2017
   E. Any consultant, sales agent or marketer assigned to the PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center account from January 2015 through June 2017.

RESPONSE:

2. All literature, notes, emails, websites, books, articles, or other materials used by you to create a Trimoxi injection provided to PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center.

RESPONSE:

3. A true and correct copy of Guardian's pharmacy licenses to practice pharmacy in any state, province or country.

RESPONSE:

4. Articles of incorporation for Guardian including any supplements, amendments and/or updates.

RESPONSE:

5. Licenses or certificates to dispense and/or prescribe controlled substances and/or other drugs issued to the following by the United States Department of Justice and/or the Texas Department of Public Safety or from any other state:

   A. Crystal Sharber
   B. Jack Munn
   C. Waldrick Lemons
   D. Any Pharmacist, employee, assistant, agent, seasonal worker and/or contactor that worked on the triamcinolone/moxifloxacin injection produced from 2015 through 2017
   E. Any employee assigned to the PRG Dallas ASC, LP d/b/a Key Whitman SurgeryCenter account from January 2015 through June 2017.

RESPONSE:

6. Correspondence between you and/or your employees, agents, or servants, and the following:

   A. Anne Looney;
   B. Jeffrey Whitman, M.D.;
   C. Anne Looney's family members or other representative(s) in this lawsuit;
   D. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center,
   E. Physicians and/or other health care professionals concerning the care and treatment of Anne Looney;
   F. Professional Compounding Centers of America, Inc.;
   G. Any other lawyer for a claimant, other than the undersigned, regarding the use of Trimoxi.

RESPONSE:

7. Any photographs, slides, videotapes and/or motion pictures used by you which relate to or depict the following:

   A. Any aspect of preparation, manufacture, distribution, and/or sale of the Trimoxi injection in question;
   B. The sale of the Trimoxi formula in question;
   C. Any occurrence similar to the sale of the Trimoxi formula.

RESPONSE:

8. Test results or any test you performed on Trimoxi.

RESPONSE:

9. Records that reference the following persons/entities' requests for Trimoxi:

   A. Anne Looney;
   B. Jeffrey Whitman, M.D.;
   C. Anne Looney's family members or other representative(s) in this lawsuit;
   D. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center; and
   E. Physicians and/or other health care professionals concerning the care and treatment of Anne Looney.

RESPONSE:

10. Any communication with the following entities regarding Trimoxi:

   A. Anne Looney;
   B. Jeffrey Whitman, M.D.;
   C. Anne Looney's family members or other representative(s) in this lawsuit;
   D. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center;
   E. Physicians and/or other health care professionals concerning the care and treatment of Anne Looney; and
   F. Professional Compounding Centers of America, Inc.

RESPONSE:

11. Any communication between you and the following from January 2015 to the present:

   A. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center
   B. Professional Compounding Centers of America, Inc.

RESPONSE:

12. All written or computerized notes or memos in any form regarding the formula of Trimoxi in your possession from January 2014 to present.

RESPONSE:

13. All documents showing the amount of money you received from the following entities from January 2015 to the present.

    A. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center;
    B. Professional Compounding Centers of America, Inc.

RESPONSE:

14. Your phone log sheets which would show or tend to indicate each time you called the following entities regarding Trimoxi, who you spoke with, and/or what the call was regarding:

    A. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center,
    B. Professional Compounding Centers of America, Inc.

RESPONSE:

15. Any advertisements or announcements regarding your sale of Trimoxi from January 1, 2010 to the present.

RESPONSE:

16. If you are aware of any facts or information, or if you hold any opinion, which does or might suggest any pre-existing, co-existing or subsequently existing condition or conduct which caused or contributed to cause the occurrence(s) in question made the basis of this lawsuit, then any materials or documents including, but not limited to, all letters, documents, reports, memos, notes, photographs, objects or other tangible things which may in any way relate to the facts, information or opinion in question should be produced.

RESPONSE:

17. Any inspection reports from any entity that inspected your facilities from January 1, 2014 to the present.

RESPONSE:

18. All documents concerning preparation, manufacture, distribution, and/or sale of the Trimoxi injection from January 2014 to present.

RESPONSE:

19. All documents submitted by or on your behalf to any governmental entity concerning the preparation, manufacture, distribution, and/or sale of Trimoxi.

RESPONSE:

20. Written, taped or transcribed statements from Plaintiff and/or any agent, servant, employee, or representative of Plaintiff made which concern the subject matter of this lawsuit or the incident in question.

RESPONSE:

21. Any documents concerning any in-house investigations conducted by or on your behalf or in which you participated, relating to the preparation, manufacture, distribution, and/or sale of Trimoxi.

RESPONSE:

22. Any documents referred to or otherwise used to refresh recollections about the occurrence or incident in question, in providing answers to oral or written discovery questions and depositions in this case.

RESPONSE:

23. Any complaints you received regarding Trimoxi.

RESPONSE:

24. Documents reflecting consultation or your sales of Trimoxi (with all patient identities redacted) from January 2014 through August 2017.

RESPONSE:

25. Written agreements between you and any of the following organizations or persons relating to Trimoxi injections:

A. Hospitals;
B. Professional associations, professional corporations, partnerships, health maintenance organizations (HMOs);
C. Key-Whitman Eye Center;
D. Jeffrey Whitman, M.D.;
E. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center;
F. Tylock-George Eye Center;
G. George Business Holdings, LLC;
H. Park Cities Surgery Center, Ltd.;
I. Other medical facilities;
J. Other doctors or health care professionals;
K. Third-party payors, including health insurance companies;
L. Compounding pharmacies; and
M. Professional Compounding Centers of America, Inc.

RESPONSE:

26. A copy of any written agreements or contracts between you and the following entities:

A. Hospitals;
B. Professional associations, professional corporations, partnerships, health maintenance organizations (HMOs);
C. Key-Whitman Eye Center;
D. Jeffrey Whitman, M.D.;
E. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center;
F. Tylock-George Eye Center;
G. George Business Holdings, LLC;
H. Park Cities Surgery Center, Ltd.;
I. Other medical facilities;
J. Other doctors or health care professionals;
K. Third-party payors, including health insurance companies
L. Compounding pharmacies; and
M. Professional Compounding Centers of America, Inc.

RESPONSE:

27. Any written notice of claim to you pursuant to Chapter 74 of the Texas Civil Practice and Remedies Code from January 1, 2014 to the present.

RESPONSE:

28. All documents relating to complaints, criticisms or claims against you relating to Trimoxi from January 1, 2014 to the present.

RESPONSE:

29. The following personnel or employment records of your employees, agents, or servants (this includes doctors, nurses, pharmacists, technicians, pharmacy technicians, and other medical personnel) involved in the provision of the Trimoxi injection:

A. Application for employment;
B. Evaluations;
C. Contracts and agreements;
D. Licensing documents;
E. Payroll records and salary history;
F. Continuing education information;
G. Attendance records of in-service training programs; and
H. Documents concerning reprimands, criticisms, incident reports, or disciplinary records.

RESPONSE:

30. Any personnel handbook, which you distributed or handed out to any personnel (this includes doctors, nurses, pharmacists, technicians, pharmacy technicians, and other medical personnel) who were involved in the preparation of the Trimoxi injection on the occasion in question. This request includes but is not limited to any documents which would delineate or indicate said person's responsibilities, duties, and job description.

RESPONSE:

31. Publications which you created from January 1, 2015 to the present.

RESPONSE:

32. Medical treatises, texts, and books you consulted in your creation of the Trimoxi injection.

RESPONSE:

33. Sections, portions or pages of every book, treatise, periodical or other document:

A. Established, or to be established, as a reliable authority by the testimony of any expert witness you or your attorney have identified or expect to identify to testify at the trial of this case. *See* TEX. R. EVID. 803(18);
B. To be established as a reliable authority by requesting judicial notice thereof. *See* TEX. R. EVID. 201; 803(18).

RESPONSE:

34. Summaries and voluminous writings, etc.:

A. Any charts, summaries or calculations of the contents of any voluminous writings, recordings or photographs as defined by TEX. R. EVID. 1001, which cannot be conveniently examined in court, and which you or your attorneys plan to or expect to or may offer as evidence at the trial of this case pursuant to TEX. R. EVID. 1006 or any other law; and
B. The contents of voluminous writings, recordings, or photographs which you or your attorneys plan to, expect to, or may present in the form of such summaries, charts or photographs as described in (a) above.

RESPONSE:

35. Any depictions, graphs, illustrations, charts, pictures, models, blow-ups or any other document or thing which you intend to utilize as a demonstrable exhibit or aid in the trial of this case.

RESPONSE:

36. Reports of factual observations, tests, data, calculations, photographs, mental impressions or opinions, whether or not supportive of your position, of any expert used for consultation, which formed the basis, either in whole or in part, of the opinions of any expert who may be called as a witness or which have been reviewed by any expert who may be called to trial as a witness.

RESPONSE:

37. All letters, correspondence and any other documents from Defendant and/or Defendant's counsel to any individual listed as a witness or person with knowledge of relevant facts about this case, and all letters, correspondence and any other document from any such person to Defendant and/or Defendant's counsel.

RESPONSE:

38. Any insurance policy covering you that was in effect from January 1, 2015, to the present that would offer any coverage for compounding pharmacies, including any claim of negligence, strict product liability, or medical malpractice for such products.

RESPONSE:

39. All indemnity agreements you have with anyone regarding the sale of Trimoxi, a product sold under the label "Trimoxi," or containing the same ingredients as Trimoxi, or any compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi" or a different label.

RESPONSE:

40. Any correspondence between you, and any insurance carrier, or any party concerning indemnification, concerning any sales of Trimoxi, a product sold under the label "Trimoxi," or containing the same ingredients as Trimoxi, or any compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi," or a different label.

RESPONSE:

41. Documents reflecting any eye centers, surgery centers, or other facilities that ordered or received any services regarding compounded "Trimoxi," or product labeled as "Trimoxi" produced at the same time, and in the same batch, or to the same specifications as the product labeled "Trimoxi" from January 1, 2014 through August 1, 2017.

RESPONSE:

42. Documents reflecting any eye centers, surgery centers, or other facilities that received any services regarding the compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi," or a different label, and produced at the same time, and in the same batch, or to the same specifications as the product labeled "Trimoxi" and provided to PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, from January 1, 2014 through August 1, 2017.

RESPONSE:

43. Any ingredient list, label, package insert, or instructions for the compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi," or a different label, and provided to anyone between January 1, 2014 and April 1, 2017.

RESPONSE:

44. Any ingredient list, label, package insert, or instructions for the compounded Trimoxi between January 1, 2014, and August 1, 2017.

RESPONSE:

45. Any document reflecting the list of steps or instructions describing the process for compounding Trimoxi provided or received from any individual or entity between January 1, 2014 and August 2017.

RESPONSE:

46. Any records showing FDA approval for components or ingredients in Trimoxi.

RESPONSE:

47. Any records showing FDA approval for any triamcinolone/moxifloxacin compounds, or any compound of Trimoxi.

RESPONSE:

48. Any license from the State of Texas issued to Guardian as a compounding pharmacy.

RESPONSE:

49. Any records showing State of Texas regulatory approval for the sale of a product labeled "Trimoxi," or any compound of triamcinolone and moxifloxacin whether sold under the label "Trimoxi," or any other label.

RESPONSE:

50. Any contract with, or purchase order from, any entity or individual for the purchase of any compound of triamcinolone and moxifloxacin whether labeled "Trimoxi," or carrying any other product label between January 1, 2014 and August 1, 2017.

RESPONSE:

51. Any correspondence, including e-mails, letters, faxes, recordings or transcriptions of recordings between you and the following entities between January 1, 2014 and the present concerning Trimoxi, and product labeled "Trimoxi" or any compound of triamcinolone and moxifloxacin:

    A. PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center,
    B. Tylock-George Eye Center;
    C. George Business Holdings, LLC;
    D. Park Cities Surgery Center, Ltd.; and
    E. Professional Compounding Centers of America, Inc.

RESPONSE:

52. Communications and contracts between Imprimis Pharmaceuticals Inc. and you regarding Trimoxi from January 1, 2014 to present.

RESPONSE:

53. Documents showing all correspondence concerning compounded Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, sold between January 1, 2014 and the present.

RESPONSE:

54. Documents showing instructions for the preparation or compounding of Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, sold between January 1, 2014 and the present.

RESPONSE:

55. Documents showing all ingredients of, including the proportions and steps for, compounding Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, sold between January 1, 2014 and the present.

RESPONSE:

56. Documents showing any study, report, internal report, memo, or internal communication regarding the safety or efficacy of compounded Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, sold between January 1, 2014 and the present.

RESPONSE:

57. Copies of any FDA product recall correction letter, other recall letters, recall orders, or recall reports for unsuccessful results from the FDA or any other governmental agency regarding compounded Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, sold between January 1, 2014, and the present.

RESPONSE:

58. Copies of any FDA product recall correction letter, other recall letters, recall orders, or recall reports for unsuccessful results from the FDA or any other governmental agency regarding any compounded pharmaceutical sold by you from January 1, 2014 to the present.

RESPONSE:

59. Copies of any correspondence with any Texas regulatory agency regarding any investigations of you, including the conclusions of any investigation of the safety or efficacy of any of your products from January 1, 2014 to the present.

RESPONSE:

60. Documents showing any complaint, reports of unacceptable results, comments or other communication about the quality or side effects of compounded Trimoxi, or any product carrying the label Trimoxi, or any compound of triamcinolone and moxifloxacin, and sold between January 1, 2014, and the present

RESPONSE:

61. All documents showing how you determined the ingredients for your Trimoxi formula.

RESPONSE:

62. Any documents reflecting testing done on Trimoxi.

RESPONSE:

63. Your communication with PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, Park Central Surgery Center, Ltd. Dr. Hurst, Dr. Lee, Dr. Whitman, and anyone that used Trimoxi in the course of their patients' treatment.

RESPONSE:

64. The formula for the Trimoxi provided by you to any individual or entity from January 1, 2014 to present.

RESPONSE:

65. All communication between you and Imprimis® regarding Trimoxi from January 1, 2014 to present.

RESPONSE:

66. All communication between you and the FDA regarding Trimoxi from January 1, 2014 to the present.

RESPONSE:

67. All communication between you and any state regulatory agency regarding Trimoxi from January 1, 2014 to the present.

RESPONSE:

68. All communication between you and the State Board of Pharmacy and/or the Texas Department of State Health Services regarding Trimoxi from January 2014 through August 2017.

RESPONSE:

69. All communication between you and the Department of Justice regarding Trimoxi from January 1, 2014 to present.

RESPONSE:

70. All communication between you and any other pharmacist regarding Trimoxi.

RESPONSE:

CAUSE NO. DC-17-04958

ANNE LOONEY,	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.; JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES; JACK MUNN; and PRG DALLAS ASC, LP d/b/a KEY-WHITMAN SURGERY CENTER	§	
Defendants	§	
	§	
AND	§	
	§	
ANNE LOONEY	§	
Petitioner,	§	
	§	
JOSIE CAMACHO	§	
Intervenor,	§	
	§	
v.	§	
	§	
JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES	§	
Respondent.	§	
	§	
AND	§	
	§	
ANNE LOONEY	§	
Plaintiff	§	
	§	
JOSIE CAMACHO	§	
Intervenor-Plaintiff	§	
	§	
CATHY COLLEY	§	95TH JUDICIAL DISTRICT
Intervenor-Plaintiff	§	
	§	
VALERIE MULLINS AND DONALD MULLINS	§	
Intervenor-Plaintiffs	§	
	§	
VAN VANDIVER AND	§	

SUSIE VANDIVER	§	
Intervenor-Plaintiffs	§	
	§	
KEVIN GILLETTE	§	
Intervenor-Plaintiff	§	
	§	
JERRY SHIPLEY	§	
Intervenor-Plaintiff	§	
	§	
MARGARET HOUSER	§	
Intervenor-Plaintiff	§	
	§	
STEPHEN HUGHES	§	
Intervenor-Plaintiff	§	
	§	
BOBBY BUCHER	§	
Intervenor-Plaintiff	§	
	§	
v.	§	
	§	
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

PLAINTIFF ANNE LOONEY'S FIRST SET OF INTERROGATORIES TO DEFENDANT JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES

TO: Defendant, JMA Partners, Inc., d/b/a Guardian Pharmacy Services, served by citation with Plaintiffs' Second Supplemental Petition.

Pursuant to Rule 197, Texas Rules of Civil Procedure, the following Interrogatories are submitted to you to be answered separately and fully, in writing, under oath, within fifty (50) days after service.

DEFINITIONS

"Defendant," "you" and "Guardian" as used in these Interrogatories, means Defendant JMA Partners, Inc., d/b/a Guardian Pharmacy Services and its officers, agents, predecessors and/or

successors in interest, representatives, assigns, employees, investigators of any insurers, and each person acting or purporting to act on behalf of Defendant.

"Incident," as used in these Interrogatories, refers to the injection of Guardian's Trimoxi into Plaintiff Anne Looney's eye during cataract surgery at PRG Dallas ASC, LP d/b/a Key Whitman Surgery Center, which is described in the Petition and which incident is made the subject matter of this lawsuit.

"Person," as used in these Interrogatories, includes a natural person, firm, association, organization, partnership, business trust, corporation or public entity, all their agents, assigns, representatives, employees, and each person acting or purporting to act on behalf of such Person.

"Identify," or any form of the word "identify," as used in these Interrogatories with respect to a person, means to give the name, address and telephone number of such person. If the current address and/or telephone number is unknown then give the last known address and telephone number and designate this in the answer.

"Writings," as used in these Interrogatories, means any handwriting, typewriting, printing, photostating, photography and every other means of recording upon any tangible thing, any form of communication or representation, including words, letters, pictures, sounds or symbols or any combination thereof.

"Trimoxi," as used in these Interrogatories, means any compound containing triamcinolone/moxifloxacin, regardless of other ingredients.

"Services," as used in these Interrogatories, means any compounding, consulting, instructions, formulas, conversations, documents or other information provided by Guardian in the regular course of business.

"Guardian Pharmacy Services" means JMA Partners, Inc. d/b/a Guardian Pharmacy Services, located at 7920 Elmbrook, Suite 108, Dallas, Texas 75247.

Respectfully submitted,

SOMMERMAN, MCCAFFITY & QUESADA, LLP

/s/ Andrew B. Sommerman

Andrew B. Sommerman
State Bar No. 18842150
andrew@textrial.com
Jody L. Rodenberg
State Bar No. 24073133
jrodenberg@textrial.com
Alexandria Risinger
State Bar No. 24095215
arisinger@textrial.com
3811 Turtle Creek Dr., Suite 1400
Dallas, TX 75219
214/720-0720
214/720-0184 (fax)

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify by my signature above that a true and correct copy of the foregoing instrument was arranged to be served along with Plaintiffs' Second Supplemental Petition.

ANNE LOONEY'S FIRST SET OF INTERROGATORIES
TO JMA PARTNERS, INC. d/b/a GUARDIAN PHARMACY SERVICES

INTERROGATORY NO. 1: Did you provide information and/or instructions along with your sale of Trimoxi to PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center or any other person or entity affiliated with PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center? If so, please specify the following:

a. When the information and/or instructions were provided.
b. To whom the information and/or instructions were provided.
c. The substance of the instructions and/or information.
d. Whether documents were provided and the identity of those documents.
e. Whether you advised that Trimoxi could be used in cataract surgery.
f. The content of the communication you had regarding use of Trimoxi.

ANSWER:

INTERROGATORY NO. 2: Identify the information, warnings and/or instructions you had for the compounding of Trimoxi regarding the following ingredients:

a. Pluronic or Poloxamer 407
b. Triamcinolone acetonide
c. Moxifloxacin
d. Polysorbate 80
e. EDTA Calcium
f. Sodium Hydroxide
g. Any other ingredients you were told to add

ANSWER:

INTERROGATORY NO. 3: Identify what you told the following individuals/entities regarding your ability to provide Trimoxi?

a. Anne Looney;
b. Jeffrey Whitman, M.D.;
c. PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center;
d. Tylock-George Eye Center c/o George Business Holdings, LLC;
e. Park Cities Surgery Center, Ltd.;
f. Physicians and/or other health care professionals of Anne Looney;
h. Professional Compounding Centers of America, Inc.
i. Any other potential purchaser of Trimoxi.

ANSWER:

INTERROGATORY NO. 4: Identify what you were asked by the following individuals/entities regarding your ability to provide Trimoxi (including but not limited to any inquiries regarding safety, efficacy and testing of Trimoxi)?

a. Anne Looney;
b. Jeffrey Whitman, M.D.;
c. PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center;
d. Tylock-George Eye Center c/o George Business Holdings, LLC;
e. Park Cities Surgery Center, Ltd.;
f. Physicians and/or other health care professionals of Anne Looney;
j. Professional Compounding Centers of America, Inc.
k. Any other potential purchaser of Trimoxi.

INTERROGATORY NO. 5: Please state whether you contend that any act or omission of any other party caused or contributed in any manner to either the Incident or to the injury of Anne Looney, and, if so, please explain fully the factual and legal basis for your answer.

ANSWER:

INTERROGATORY NO. 6: Please state whether you contend that any act or omission of Anne Looney caused or contributed in any manner to either the Incident or to the injury of Anne Looney, and, if so, please explain fully the factual and legal basis for your answer.

ANSWER:

INTERROGATORY NO. 7: Please state whether you contend that any preexisting condition of Anne Looney caused or contributed in any manner to either the Incident or to the injury of Anne Looney, and, if so, please explain fully the factual and legal basis for your answer.

ANSWER:

INTERROGATORY NO. 8: Identify any employees, agents and/or representatives of PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center who requested services from Guardian Pharmacy Services from January 1, 2014 through the present? Please state their name and title, the date of the request, the date of service and the service that was rendered.

ANSWER:

INTERROGATORY NO. 9: Describe in full detail (including but not limited to the style, cause number, court number, judicial district, county, state and country) any and all ***criminal and civil*** actions in which you have been a defendant.

ANSWER:

INTERROGATORY NO. 10: Has any employee, agent or representative of Guardian ever given any testimony under oath relating to the services or products of Guardian from February 20, 2013 through the present (excluding this lawsuit)? Please state the date and place such testimony was given, the nature of the proceeding for which the testimony was given and state where a transcript of your testimony can be located.

ANSWER:

INTERROGATORY NO. 11: Please identify any employee, agent or representative of JW Eye Associates, P.A. with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 12: Please identify any employee, agent or representative of Key Whitman Express Center Collin, PLLC with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 13: Please identify any employee, agent or representative of Key Whitman Express Center Tarrant, PLLC with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 14: Please identify any employee, agent or representative of Key Whitman Express Center Denton, PLLC with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 15: Please identify any employee, agent or representative of Key Whitman Express Center Dallas, PLLC with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 16: Please identify any employee, agent or representative of Key Whitman Express Center Dallas II, PLLC with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 17: Please identify any employee, agent or representative of Key Whitman Laser Center with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 18: Please identify any employee, agent or representative of Key Whitman Express Center with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 19: Please identify any employee, agent or representative of PRG Dallas ASC, L.P. with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 20: Please identify any employee, agent or representative of Central Point Surgery Center with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 21: Please identify any employee, agent or representative of Key Whitman Surgical Center with whom you had a conversation concerning in any way whatsoever the subject matter of this lawsuit. The interrogatory includes any conversations about compounding or ordering Trimoxi. As to each person, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 22: Please state the substance of each and every conversation that you had with the Federal Drug Administration (FDA), Department of Justice (DOJ), Texas Board of Pharmacy and/or any state regulatory agencies, concerning in any way whatsoever the subject matter of this lawsuit. As to each such conversation, please state the following:

a. The name and address of the person with whom you had the conversation;
b. The date and time of day of the conversation;
c. The substance of the conversation and who said what; and
d. The names and addresses of all those present.

ANSWER:

INTERROGATORY NO. 23: Did any individuals and/or entities assist you in the preparation of the formula and instructions for Trimoxi between January 1, 2014 and the present? If so, state the individual's name, title and what (if any) contact or interaction each individual had with Guardian Pharmacy Services, as well as the identity of the individual or entity who controlled the details of the work or services each such person provided to Guardian Pharmacy Services.

ANSWER:

INTERROGATORY NO. 24: Identify the business relationship, contractual or otherwise, you have had with Imprimis Pharmaceuticals, Inc. from January 1, 2010 through the present. Did Imprimis Pharmaceuticals, Inc. provide any information regarding the formula of Trimoxi? If so, state the contents of this information.

ANSWER:

INTERROGATORY NO. 25: Who made the Trimoxi formula that was provided to any of the following:

a. Anne Looney;
b. Jeffrey Whitman, M.D.;
c. PRG Dallas ASC, LP d/b/a Key Whitman Surgical Center;
d. Tylock-George Eye Center c/o George Business Holdings, LLC;
e. Park Cities Surgery Center, Ltd.;
f. Physicians and/or other health care professionals of Anne Looney;
l. Professional Compounding Centers of America, Inc.
m. Any other potential purchaser of Trimoxi.

ANSWER:

This is a continuing request, and should any documents or information be obtained by the Defendant, the same should be delivered to the attorneys for Plaintiff immediately upon receipt by said Defendant.