

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

- - -

IN RE: CELEXA AND LEXAPRO : MDL No. 2067
MARKETING AND SALES : Master Docket No.
PRACTICES LITIGATION : 09-MD-2067(NMG)
 : Judge Nathaniel M. Gorton
PAINTERS AND ALLIED TRADES :
DISTRICT COUNCIL 82 HEALTH :
CARE FUND, :
 :
vs. : Case No. 13-CV-13113 (NMG)
 :
FOREST PHARMACEUTICALS, :
INC., AND FOREST :
LABORATORIES, INC., :
 :
DEFENDANTS. :

- - -

C O N F I D E N T I A L

- - -

Videotaped deposition of NATASHA A. MITCHNER, a
Witness herein, called by the Plaintiffs for
cross-examination under the applicable Federal Rules of
Civil Procedure, taken before Carol A. Kirk, a
Registered Merit Reporter and Notary Public in and for
the State of Ohio, pursuant to notice, at the Offices of
Porter, Wright, Morris & Arthur, 250 East Fifth Street,
Cincinnati, Ohio 45202, commencing on Friday, December
11, 2015 at 9:37 a.m.

- - -

GOLKOW TECHNOLOGIES, INC.
877.370.3377 ph | 917.591.5672 fax
deps@golkow.com

1 A. Okay.

2 MS. KIEHN: It's okay to answer if you
3 understand the question.

4 THE WITNESS: Okay.

5 MR. BAUM: Yeah, that, too.

6 MS. BRINKMAN: You can always ask for
7 clarification or say you don't understand it.

8 BY MR. BAUM:

9 Q. If I ever ask you a question that you don't
10 understand, you can ask me to clarify it and rephrase
11 it.

12 A. Okay.

13 Q. Were you aware of Forest's failure to disclose
14 the results of the contemporaneous negative study, the
15 Lundbeck study?

16 MS. KIEHN: Objection.

17 A. I was not.

18 Q. When did you first become aware of that other
19 study?

20 A. Only when I started meeting with my attorney
21 and we discussed the complaint.

22 MS. BRINKMAN: Which complaint?

23 THE WITNESS: The one that I received and was
24 mentioned in.

1 Q. What is it?

2 A. It means to use a drug that is not consistent
3 with the FDA-approved label.

4 Q. At the time you were working at Weber
5 Shandwick, did you know whether or not Celexa or Lexapro
6 had been approved for use by children?

7 A. Yes, I knew that it had not been.

8 Q. Had you looked at the Celexa label at the
9 time?

10 A. Yes.

11 Q. So you knew what it was -- the indications
12 that it was approved for?

13 A. Yes.

14 Q. And you knew it was not approved for children?

15 A. Yes.

16 Q. What was the point of doing these publications
17 then?

18 A. I mean, in the life cycle of the drug, that's
19 the next population, and there's a need, and
20 investigators were interested in studying it. So that
21 was my role, was to help them publish those results.

22 Q. Was there any discussion that doing pediatric
23 trials increased the patent periods, exclusive patent
24 period?

1 A. Yes.

2 Q. And you coordinated with Weber Shandwick and
3 Dr. Wagner and Forest to generate the manuscript that
4 was eventually published; is that correct?

5 A. I generated the first draft, yes.

6 Q. Who drew the second draft?

7 A. I do not know.

8 Q. Have you seen the second draft?

9 A. No. I've only seen what was published.

10 Q. Did you compare your draft against what was
11 published?

12 A. No. I don't have a copy of my draft.

13 Q. You'll see it today.

14 A. I'm sure you do.

15 Q. Did you work as a ghostwriter for Forest at
16 Weber Shandwick?

17 MS. KIEHN: Objection.

18 A. I was not called a ghostwriter.

19 Q. Do you know what a ghostwriter is?

20 A. I do.

21 Q. What is a ghostwriter?

22 A. Someone who writes it for someone else and who
23 is not acknowledged.

24 Q. Did you meet the definition of a ghostwriter

1 for the manuscripts you wrote for Forest?

2 A. I did, but I didn't know that that was the
3 terminology at the time.

4 Q. But you do now?

5 A. Yes.

6 Q. And now do you know that you were working as a
7 ghostwriter for Forest?

8 MS. KIEHN: Objection.

9 A. I mean, I was employed by Weber Shandwick.

10 Q. Were you working as a ghostwriter for Weber
11 Shandwick that had a contract for Forest to generate
12 manuscripts regarding Celexa and Lexapro pediatric use?

13 MS. BRINKMAN: Objection.

14 A. Some of that maybe --

15 Q. Which part?

16 A. -- for Celexa. I wouldn't say I was specific
17 for Lexapro or pediatric use.

18 Q. Did you help generate manuscripts for
19 pediatric use of Celexa that were published without your
20 name on it?

21 A. Yes.

22 Q. So, in effect, you participated and were a
23 ghostwriter for pediatric publications regarding Celexa?

24 MS. KIEHN: Objection.

1 MS. BRINKMAN: Objection.

2 Q. That was a crummy question.

3 A. I lost my train of --

4 Q. Me, too.

5 So you were a ghostwriter for manuscripts or
6 posters that had the subject of pediatric use of Celexa?

7 MS. KIEHN: Objection.

8 MS. BRINKMAN: Objection. She just said she
9 didn't regard herself as a ghostwriter.

10 A. Yeah. I was going to say I considered myself
11 a medical writer.

12 Q. At the time you considered yourself a medical
13 writer; is that correct?

14 A. Yes.

15 Q. Was your name on any of those publications?

16 A. No.

17 Q. Any of the posters?

18 A. Not that I recall.

19 Q. So did you meet the definition of a
20 ghostwriter for those publications and posters?

21 MS. KIEHN: Objection.

22 MS. BRINKMAN: Objection.

23 A. Yes.

24 Q. What was your understanding as to why Forest