

3. AstraZeneca's responses and objections shall not be deemed to constitute an admission:

- a. that any particular document or thing exists, is relevant, non-privileged, or admissible in evidence; or
- b. that any statement or characterization in the Interrogatories and Requests is accurate or complete.

4. AstraZeneca's responses are based upon reasonable review and diligent investigation to date.

5. AstraZeneca reserves the right at any time to revise, supplement, correct, clarify, or add to these responses and objections, or to revise, supplement, correct, clarify, or add to any production of information made pursuant to the Interrogatories and Requests. AstraZeneca further reserves the right to object on any ground at any time to a demand for further answers to the Interrogatories and Requests.

6. AstraZeneca's responses and objections are submitted without prejudice to AstraZeneca's right to produce evidence of any subsequently discovered fact. AstraZeneca accordingly reserves its right to provide further responses and objections as additional facts are ascertained.

7. To the extent that AstraZeneca's responses to the Interrogatories and Requests concern information or documents subject to the Protective Order in this action, they must be treated accordingly.

GENERAL OBJECTIONS

AstraZeneca makes the following General Objections, which apply to each and every Interrogatory and Request, and are incorporated by reference in each and every response below as if set forth fully therein. Failure to reiterate a General Objection below does not constitute a waiver of that or any other objection.

1. AstraZeneca objects to the Interrogatories and Requests to the extent that they seek information, documents, or admissions that are neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence.

AstraZeneca further objects to the Interrogatories and Requests to the extent that they seek information not limited to AstraZeneca's practices in Wisconsin.

2. AstraZeneca objects to the Interrogatories and Requests to the extent that they are overly broad, unduly burdensome, ambiguous, or vague, are not described with reasonable particularity, lack a readily discernible meaning, and/or require AstraZeneca to speculate as to the information sought.

3. AstraZeneca objects to the Interrogatories and Requests on the ground that they are unduly burdensome to the extent that they purport to require AstraZeneca to compile, analyze, compute, and/or summarize voluminous data or information for Plaintiff.

4. AstraZeneca objects to the Interrogatories and Requests to the extent that responding to them would involve unreasonable expense.

5. AstraZeneca objects to the Interrogatories and Requests to the extent that they seek to impose obligations broader than, or inconsistent with, AstraZeneca's obligations under Wisconsin statutes or other applicable law.

6. AstraZeneca objects to the Interrogatories and Requests to the extent that they call

for the production of information or documents that are protected from disclosure by the work-product doctrine, attorney-client privilege, accountant-client privilege, consulting expert privilege, investigative privileges, any common interest or joint defense agreement, or any other applicable privilege or protection. To the extent that any such protected material is inadvertently disclosed or produced in response to the Interrogatories and Requests, the disclosure or production of such material shall not constitute a waiver of AstraZeneca's right to assert the applicability of any privilege or immunity to the material, and AstraZeneca demands that any such material be returned to AstraZeneca's counsel immediately upon discovery thereof.

7. AstraZeneca objects to the Interrogatories and Requests to the extent that they seek admissions as to legal conclusions.

8. AstraZeneca objects to the Interrogatories and Requests to the extent that they call for the production of information or documents not within its possession, custody, or control or that are more appropriately sought from third parties to whom requests have been or may be directed. AstraZeneca further objects to the Interrogatories and Requests to the extent that they request admission of matters not within AstraZeneca's knowledge and to the extent that they request admission of matters for which Plaintiff bears the burden of proof.

9. AstraZeneca objects to the Interrogatories and Requests to the extent that they seek disclosure of information or documents that are publicly available, equally available to the Plaintiff, or already in the possession, custody, or control of the Plaintiff.

10. AstraZeneca objects to the Interrogatories and Requests to the extent that they call for the disclosure of proprietary, commercially sensitive, or other confidential information, the probative value of which is outweighed by AstraZeneca's interest in preserving its confidentiality. Any such materials produced will be subject to the Protective Order entered in

this matter. AstraZeneca further objects to the disclosure, under any circumstance, of trade secret information and hereby asserts each and every applicable privilege and rule governing confidentiality to the fullest extent provided by law.

11. AstraZeneca objects to the Interrogatories and Requests as overly broad and unduly burdensome to the extent that they call for the identification of “each,” “any,” or “all” when relevant information can be obtained from fewer than “each,” “any,” or “all.”

12. AstraZeneca objects to the Interrogatories and Requests to the extent that they are not limited to the drugs at issue in this action.

13. AstraZeneca objects to the Interrogatories and Requests to the extent they seek information or documents outside the time period relevant to this action, or after the filing of the initial Complaint on June 3, 2004. The production of any documents or the provision of any other information by AstraZeneca that pre-dates or post-dates the relevant time period shall not be deemed to constitute a waiver of this objection.

14. AstraZeneca objects to any implication and to any explicit or implicit characterization of facts, events, circumstances, or issues in the Interrogatories and Requests. AstraZeneca’s responses to the Interrogatories and Requests shall not be construed as admissions to any legal conclusion, or that any explicit or implicit characterization of the facts, events, circumstances, or issues contained in the Interrogatories and Requests are relevant to this action.

15. AstraZeneca objects to the Interrogatories and Requests to the extent that they are argumentative.

16. AstraZeneca objects to Plaintiff’s use of terms or phrases that are never defined on the ground that it renders the relevant requests vague and ambiguous.

17. AstraZeneca reserves the right to assert additional objections to the Interrogatories

and Requests as appropriate and to amend or supplement these responses and objections in accordance with the applicable rules and court orders. AstraZeneca also reserves the right to object to the use of any of its responses at trial or other hearing or proceeding, as AstraZeneca deems necessary and appropriate. To the extent that AstraZeneca may provide information or documents in response to any Interrogatory or Request herein, AstraZeneca does so without limiting or waiving any of the substantive objections it may otherwise have available.

18. AstraZeneca hereby incorporates by reference, as if fully set forth herein, any objection or reservation of rights made by any co-defendant in this action to the extent that such objection or reservation of rights is not inconsistent with AstraZeneca's position in this action.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

AstraZeneca makes the following objections to Plaintiff's definitions and instructions in the Interrogatories and Requests, which are incorporated by reference in each and every specific response below:

1. AstraZeneca objects to the definition of "document" as set forth in Definition No. 1 on the grounds that it is vague and ambiguous. AstraZeneca also objects to this definition to the extent it seeks to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca's obligations under Wisconsin statutes or other applicable law. AstraZeneca further objects to this definition to the extent that it requires or seeks to require AstraZeneca: (i) to produce documents or data in a particular form or format; (ii) to convert documents or data into a particular or different file format; (iii) to produce data, fields, records, or reports about produced documents or data; (iv) to produce documents or data on any particular media; (v) to search for and/or produce any documents or data on back-up tapes; (vi) to produce any proprietary software, data, programs, or databases; or (vii) to violate any licensing agreement or copyright

laws.

2. AstraZeneca objects to the definition of “identify” and “identity” as set forth in Definition No. 2 on the grounds that, taken together with the Requests and Interrogatories, this term is overly broad and unduly burdensome, and to the extent that it seeks to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca’s obligations under Wisconsin statutes or other applicable law.

3. AstraZeneca objects to the definition of “you,” “your,” and “your company” as set forth in Definition No. 3 on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous. AstraZeneca further objects to this definition to the extent that it purports to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca’s obligations under Wisconsin statutes or other applicable law. AstraZeneca objects to this definition to the extent that it seeks to impose an obligation on AstraZeneca to provide information that is not in the possession, custody, or control of AstraZeneca, and insofar as it purports to require AstraZeneca to speculate concerning the identities of individuals and business entities included in these definitions. AstraZeneca also objects to this definition to the extent that it purports to require AstraZeneca to search files other than its own and seeks the production of information and documents protected from disclosure under the attorney-client privilege, the work-product doctrine, the joint defense privilege, the common interest doctrine, or any other legally recognized privilege, immunity or exemption from discovery.

4. AstraZeneca objects to the Instructions for Interrogatories on the ground that they are unduly burdensome. AstraZeneca further objects to these Instructions to the extent that they purport to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca’s obligations under Wisconsin statutes or other applicable law. AstraZeneca also

objects to these Instructions to the extent that they seek information in the possession of AstraZeneca's "attorneys," and "anyone else subject to ... [AstraZeneca's] attorneys' control."

5. AstraZeneca objects to the Instructions for Requests for Admissions and Requests for Production of Documents to the extent that they purport to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca's obligations under Wisconsin statutes or other applicable law.

SPECIFIC RESPONSES AND OBJECTIONS

Subject to the foregoing General Objections and Objections to Definitions and Instructions, and without waiving and expressly preserving all such objections that are incorporated by reference in each and every response below, AstraZeneca responds to the Interrogatories and Requests as follows:

CONSOLIDATED DISCOVERY REQUEST NO. 7

REQUEST FOR ADMISSION NO. 7: At no time has the State of Wisconsin and you agreed on the meaning or definition of average wholesale price ("AWP").

ANSWER: Subject to and without waiving its General and Specific Objections, AstraZeneca denies Request for Admission No. 7 and states that it has been widely known for decades, including by the State of Wisconsin, that published AWP's are not mathematical averages of prices paid by pharmacies but rather reimbursement benchmarks that exceed pharmacy acquisition costs and are calculated by adding a standard 20% or 25% mark-up to the list prices, also known as WACs, for branded pharmaceutical products.

INTERROGATORY NO. 7: If your response to Request for Admission No. 7 is anything other than an unqualified admission, state all bases for your response, including the following:

- (a) identify the definition of AWP that you contend the State of Wisconsin and you agreed on;

- (b) **identify the date when you contend that the State of Wisconsin and you first agreed on the definition of AWP provided in response to subpart (a) of this interrogatory;**
- (c) **state whether you contend that the State of Wisconsin and you agree on the definition of AWP provided in your response to subpart (a) of this interrogatory as of the date that you answer this second set of consolidated discovery requests to all defendants;**
- (d) **if your answer to subpart (c) is “no,” identify the last date when you contend the State of Wisconsin and you agreed on the definition of AWP provided in response to subpart (a) of this interrogatory;**
- (e) **state whether you contend that the State of Wisconsin and you together developed the definition of AWP provided in response to subpart (a) of this interrogatory;**
- (f) **if your answer to subpart (e) is “yes,” describe in detail the manner in which the State of Wisconsin and you together developed the definition of AWP provided in response to subpart (a) of this interrogatory, including (1) the identity of each person involved in the development of the definition; (2) the role of each such person; (3) the dates of each such person’s participation in the development of the definition; and (4) the dates and substance of each communication between the State of Wisconsin and you regarding the development of AWP;**
- (g) **identify all documents supporting your response to request for admission no. 7;**
- (h) **identify all documents supporting your answer to interrogatory no. 7, including all subparts; and**
- (i) **identify all documents supporting any contention you provide in your answer to interrogatory no. 7, including all subparts.**

ANSWER: Subject to and without waiving its General Objections and Specific Objections, AstraZeneca incorporates by reference its response to Request for Admission No. 7. AstraZeneca states that both it and the State of Wisconsin understood throughout the entire relevant time period that AWP is a reimbursement benchmark that does not represent an actual average of wholesale prices, as demonstrated by the fact that Wisconsin reimburses providers at a discount off AWP. AstraZeneca further states that the State of Wisconsin chose and continues to use AWP as a basis for reimbursement despite, and in part because of, its understanding that AWP does not represent an actual average of wholesale prices.

By way of further response, AstraZeneca states, upon information and belief, that

documents reflecting the well-known fact that AWP's were not averages of prices charged by wholesalers to their customers include reports from various agencies of the State of Wisconsin. Additionally, AstraZeneca states that Wisconsin Medicaid had access to extensive information concerning transactional prices, including information from pharmacists, reports by federal agencies and third parties, manufacturers and wholesalers, Average Sales Price data supplied by AstraZeneca to the State of Wisconsin for certain of its drugs during the relevant time period, information from other state entities that purchased pharmaceuticals, other state programs that reimbursed for pharmaceuticals, and information from many other sources. Further, AstraZeneca refers Plaintiff to Defendants' briefing and attached exhibits filed in response to Plaintiff's motions for summary judgment, which contain information generally responsive to this interrogatory.

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 7: Produce all documents identified in your Response to Interrogatory No. 7.

ANSWER: In addition to its General Objections, which are incorporated herein by reference, AstraZeneca objects to Request for Production of Documents No. 7 on the grounds that it is overly broad and unduly burdensome. AstraZeneca also objects to this request to the extent it seeks information that is not within AstraZeneca's possession, custody or control, publicly available, or more readily available to Plaintiff. Subject to and without waiving its General and Specific Objections, AstraZeneca incorporates by reference its answer to Interrogatory No. 7 and states that Plaintiff is already in possession of documents generally responsive to this request.

CONSOLIDATED DISCOVERY REQUEST NO. 8

REQUEST FOR ADMISSION NO. 8: At no time has the State of Wisconsin and you agreed on the meaning or definition of wholesale acquisition cost ("WAC").

ANSWER: Subject to and without waiving its General and Specific Objections, AstraZeneca denies Request for Admission No. 8, and states that, during the entire period relevant to this case, it was widely known, including by the State of Wisconsin, that WAC was a list price for pharmaceutical products that did not include discounts, rebates, chargebacks, and incentives.

INTERROGATORY NO. 8: If your response to Request for Admission No. 8 is anything other than an unqualified admission, state all bases for your response, including the following:

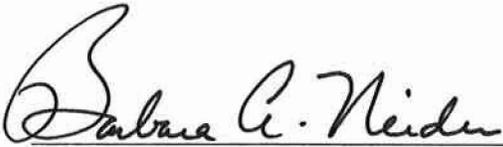
- (a) identify the definition of WAC that you contend the State of Wisconsin and you agreed on;
- (b) identify the date when you contend that the State of Wisconsin and you first agreed on the definition of WAC provided in response to subpart (a) of this interrogatory;
- (c) state whether you contend that the State of Wisconsin and you agree on the definition of WAC provided in your response to subpart (a) of this interrogatory as of the date that you answer this second set of consolidated discovery requests to all defendants;
- (d) if your answer to subpart (c) is “no,” identify the last date when you contend the State of Wisconsin and you agreed on the definition of WAC provided in response to subpart (a) of this interrogatory;
- (e) state whether you contend that the State of Wisconsin and you together developed the definition of WAC provided in response to subpart (a) of this interrogatory;
- (f) if your answer to subpart (e) is “yes,” describe in detail the manner in which the State of Wisconsin and you together developed the definition of WAC provided in response to subpart (a) of this interrogatory, including (1) the identity of each person involved in the development of the definition; (2) the role of each such person; (3) the dates of each such person’s participation in the development of the definition; and (4) the dates and substance of each communication between the State of Wisconsin and you regarding the development of WAC;
- (g) identify all documents supporting your response to request for admission no. 8;
- (h) identify all documents supporting your answer to interrogatory no. 8, including all subparts; and
- (i) identify all documents supporting any contention you provide in your answer to interrogatory no. 8, including all subparts.

ANSWER: Subject to and without waiving its General and Specific Objections, AstraZeneca states that both it and the State of Wisconsin understood throughout the entire relevant time period that WAC is a list price for pharmaceutical products that does not include discounts, rebates, chargebacks, and incentives. AstraZeneca further states that Plaintiff is already in possession of documents from which the answer to this interrogatory may be obtained. Such documents include, but are not limited to, federal statutes, reports from various branches of the federal government and documents from the files of various agencies of the State of Wisconsin. Additionally, AstraZeneca refers Plaintiff to Defendants' briefing and attached exhibits filed in response to Plaintiff's motions for summary judgment, which contain information generally responsive to this interrogatory.

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 8: Produce all documents identified in your Response to Interrogatory No. 8.

ANSWER: In addition to its General Objections, AstraZeneca objects to Request for Production of Documents No. 8 on the grounds that it is overly broad and unduly burdensome. AstraZeneca further objects to this request to the extent it seeks information that is not within AstraZeneca's possession, custody or control, publicly available, or more readily available to Plaintiff. Subject to and without waiving its General and Specific Objections, AstraZeneca incorporates by reference its Response to Interrogatory No. 8 and states that Plaintiff is already in possession of documents generally responsive to this request.

Dated this 11th day of August, 2008.

By: 
Brian E. Butler
State Bar Number 1011871
Barbara A. Neider
State Bar Number 1006157

STAFFORD ROSENBAUM LLP
222 West Washington Avenue, Suite 900
Post Office Box 1784
Madison, WI 53701-1784
Tel.: 608-256-0226

OF COUNSEL
D. Scott Wise
Kimberley D. Harris
Kristi T. Prinzo
DAVIS POLK & WARDWELL
450 Lexington Avenue
New York, NY 10017
Tel.: 212-450-4000
Fax: 212-450-3800

Attorneys for Defendants AstraZeneca Pharmaceuticals
LP and AstraZeneca LP

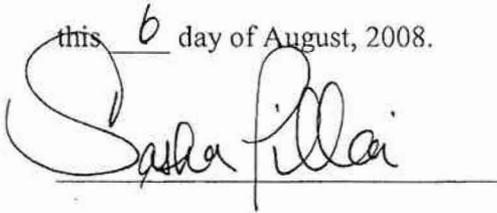
VERIFICATION

I, Ann Booth-Barbarin, am the Assistant Secretary for AstraZeneca Pharmaceuticals LP and AstraZeneca LP. I have been authorized by AstraZeneca Pharmaceuticals LP and AstraZeneca LP to provide this verification on their behalf. I have reviewed the above answers to Interrogatories, which were prepared in reliance on information from officers, agents, employees and/or records of AstraZeneca Pharmaceuticals LP and AstraZeneca LP. The answers are true and correct to the best of my knowledge, information and belief.


Ann Booth-Barbarin

Subscribed and sworn to before me

this 6 day of August, 2008.



Notary Public

My Commission Expires:

Sasha Pillai
Notary Public
State of Delaware
My Commission Expires Sept. 20, 2009

Certificate of Service

I, Barbara A. Neider, hereby certify that on this 11th day of August 2008, a true and correct copy of **ASTRAZENECA'S RESPONSES AND OBJECTIONS TO PLAINTIFF'S SECOND CONSOLIDATED SET OF INTERROGATORIES, REQUESTS FOR ADMISSIONS AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO ALL DEFENDANTS** was served on all counsel of record by Lexis Nexis File & Serve®.

/s/ Barbara A. Neider
Barbara A. Neider