STATE OF WISCONSIN	CIRCUIT COURT Branch 9	DANE COUNTY

STATE OF WISCONSIN, Plaintiff, v. ABBOTT LABORATORIES, et. al., Defendants.	)))))))))))	Case No.: 04-CV-1709

AMGEN INC.'S RESPONSES AND OBJECTIONS TO PLAINTIFF STATE OF WISCONSIN'S SECOND SET OF CONSOLIDATED DISCOVERY REQUESTS TO ALL DEFENDANTS

Pursuant to Wis. Stat. §§ 804.08, 804.09 and 804.11, defendant Amgen Inc. ("Amgen"), by its attorneys, objects and responds to Plaintiff State of Wisconsin's Second Set of Consolidated Discovery Requests to All Defendants (the "Requests") as follows:

PRELIMINARY STATEMENT

1. These responses and objections are made solely for the purposes of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety, and admissibility, and to any and all other objections that may be applicable at a trial or other hearing or proceeding, all of which objections and grounds are expressly reserved and may be interposed at the time of trial.

2. Amgen's responses and objections shall not be deemed to constitute admissions:

   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 Requests is accurate or complete.

3. Amgen's responses are made based upon reasonable and diligent investigation conducted to date. Discovery and investigation in this matter are ongoing and Amgen reserves the right to amend its responses, produce evidence of any subsequently discovered fact, and to raise any additional objections it may have in the future. These responses are made based upon the typical or usual interpretation of words contained in the Requests, unless a specific definition or instruction has been provided and/or agreed upon. Notwithstanding any objection set forth herein, and without waiving any such objection, Amgen will negotiate with Plaintiff in an effort to reach an agreement regarding the scope of the Requests, and will supplement or amend these objections and responses consistent with those negotiations.

4. To the extent Amgen's responses to the Requests contain information subject to the Protective Order entered on November 29, 2005 in this matter, such information must be treated accordingly.

5. Amgen is responding on its own behalf, and not on behalf of Immunex Corporation, a wholly-owned subsidiary of Amgen, which has been named as a separate defendant in these proceedings and is separately represented by counsel.

GENERAL OBJECTIONS

Amgen objects generally to the Requests as follows:

1. Amgen objects to Plaintiff's "Definitions" and "Instructions" to the extent Plaintiff intends to expand upon or alter Amgen's obligations under the Wisconsin Rules of Civil Procedure. Amgen will comply with applicable rules of civil procedure in providing its responses and objections to the Requests.

2. Amgen objects to each request and interrogatory to the extent that it calls for the identification or production of documents or information not relevant to the issues in this action nor reasonably calculated to lead to the discovery of admissible evidence, or is

overly broad, unduly burdensome, ambiguous, or vague.

3. Amgen objects to the definition of "Document" on the ground that it is vague and ambiguous and to the extent it seeks to impose obligations beyond those imposed by the applicable Wisconsin Rules of Civil Procedure. Amgen further objects to this definition to the extent that it purports to require Amgen to identify or produce documents or data in a particular form or format, to convert documents or data into a particular file format, to produce documents or data on any particular media, to search for and/or produce or identify documents or data on back-up tapes, to produce any proprietary software, data, programs or databases, to violate any licensing agreement or copyright laws, or to produce data, fields, records, or reports about produced documents or data. The production of any documents or data or the provision of other information by Amgen as an accommodation to Plaintiff shall not be deemed to constitute a waiver of this objection.

4. Amgen objects to the extent the Requests are directed to not only Amgen but to its "domestic or foreign parents, and any other affiliated company, subsidiary, division, joint venture or other entity having at least 10% ownership interest in [Amgen]; [Amgen's] agents, independent contractors, directors, employees, officers, and representatives; and merged, consolidated or acquired predecessors; and any other person or entity acting or purporting to act on behalf of [Amgen]" on the grounds that such an expansive request is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Amgen will conduct a reasonable search for responsive documents but does not undertake any responsibility to search for documents in the possession of other persons or separate corporate entities, which are not in Amgen's possession, custody or control.

5. Amgen objects to the extent that any request or interrogatory seeks information concerning Amgen products not at issue in this litigation.

6. Amgen objects to the extent that any request or interrogatory seeks 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 Amgen that pre-dates or post-dates the relevant time period shall not be deemed to constitute a waiver of this objection.

7. Amgen objects to the extent that any request or interrogatory seeks information that is protected from disclosure by the work product doctrine, the attorney-client, accountant-client, consulting expert, or investigative privileges, by any common interest or joint defense agreement, or by any other applicable privilege or protection.

8. Amgen objects to the extent that any request or interrogatory calls for information that is not within Amgen's possession, custody or control. In responding to these Requests, Amgen has undertaken or will undertake a diligent and reasonable search of documents and information within Amgen's current possession, custody or control.

9. Amgen objects to the extent that any request or interrogatory calls for information that is confidential, proprietary, and/or a trade secret of a third party. Any such materials produced will be subject to the Protective Order entered in this action.

10. Amgen objects to each request and interrogatory to the extent that it seeks disclosure of information that is a matter of public record, is equally available to the Plaintiff, or is already in the possession of the Plaintiff.

11. Amgen expressly incorporates the above General Objections into each specific answer or response to the Requests set forth below as if set forth in full therein. The response to a request or interrogatory shall not operate as a waiver of any applicable specific or general objection to the request or interrogatory.

RESPONSE TO 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").

RESPONSE: In addition to its General Objections, which are incorporated herein by reference, Amgen objects to Request for Admission No. 7 on the grounds that it is overly broad and unduly burdensome. Amgen further objects to this request on the grounds that the term "agreed" is vague, ambiguous and undefined. Amgen further objects to this request to the extent it seeks information that is not within Amgen's possession, custody or control, publicly available, or more readily available to Plaintiff. Additionally, Amgen objects to this request to the extent it implies that Amgen has a legal duty to reach an explicit agreement with the State of Wisconsin as to the definition of AWP.

Based on its General and Specific Objections, Amgen denies Request for Admission No. 7.

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 the definition 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: In addition to its General Objections, which are incorporated herein by reference, Amgen objects to Interrogatory No. 7 on the grounds that it is overly broad and unduly burdensome. Amgen further objects to this request on the grounds that the terms "agreed" and "together developed" are vague, ambiguous and undefined. Amgen further objects to this request to the extent it seeks information that is not within Amgen's possession, custody or control, publicly available, or more readily available to Plaintiff. Additionally, Amgen objects to this request to the extent it implies that Amgen has a legal duty to reach an explicit agreement with the State of Wisconsin as to the definition of AWP.

Notwithstanding its General and Specific Objections, and without waiving them, Amgen states that both it and the State of Wisconsin understood throughout the entire relevant time period that AWP is a reimbursement benchmark, and does not represent an actual average of wholesale prices. Amgen 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. Amgen additionally states that Plaintiff is already in possession of documents from which the answer to this interrogatory may be obtained. Additionally, Amgen 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.

RESPONSE: In addition to its General Objections, which are incorporated herein by reference, Amgen objects to Request for Production of Documents No. 7 on the grounds that it is overly broad and unduly burdensome. Amgen also objects to this request to the extent it seeks information that is not within Amgen's possession, custody or control, publicly available, or more readily available to Plaintiff. Amgen also incorporates by reference its answer and objections to Interrogatory No. 7 of these Requests.

Notwithstanding its General and Specific Objections, and without waiving them, Amgen states that Plaintiff is already in possession of documents generally responsive to this request.

RESPONSE TO 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").

RESPONSE: In addition to its General Objections, which are incorporated herein by reference, Amgen objects to Request for Admission No. 8 on the grounds that it is overly broad and unduly burdensome. Amgen further objects to this request on the grounds that the term "agreed" is vague, ambiguous and undefined. Amgen further objects to this request to the extent it seeks information that is not within Amgen's possession, custody or control, publicly available, or more readily available to Plaintiff. Additionally, Amgen objects to this request to the extent it implies that Amgen has a legal duty to reach an explicit agreement with the State of Wisconsin as to the definition of WAC.

Based on its General and Specific Objections, Amgen denies Request for Admission No. 8.

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 the definition 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;

(i) identify all documents supporting any contention you provide in your answer to interrogatory no. 8, including all subparts.

ANSWER: In addition to its General Objections, which are incorporated herein by reference, Amgen objects to Interrogatory No. 8 on the grounds that it is overly broad and unduly burdensome. Amgen further objects to this request on the grounds that the terms "agreed" and "together developed" are vague, ambiguous and undefined. Amgen further objects to this request to the extent it seeks information that is not within Amgen's possession, custody or control, publicly available, or more readily available to Plaintiff. Additionally, Amgen objects to this request to the extent it implies that Amgen has a legal duty to reach an explicit agreement with the State of Wisconsin as to the definition of WAC.

Notwithstanding its General and Specific Objections, and without waiving them, Amgen 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 customary prompt-pay discounts or other discounts. Amgen 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, upon information and belief, documents from the files of various agencies of the State of Wisconsin. Additionally, Amgen 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.

RESPONSE: In addition to its General Objections, which are incorporated herein by reference, Amgen objects to Request for Production of Documents No. 8 on the grounds that it is overly broad and unduly burdensome. Amgen further objects to this request on the grounds that the terms "agreed" and "together developed" are vague, ambiguous and undefined. Amgen further objects to this request to the extent it seeks information that is not within Amgen's possession, custody or control, publicly available, or more readily available to Plaintiff. Amgen also incorporates by reference its answer and objections to Interrogatory No. 8 of these Requests.

Notwithstanding its General and Specific Objections, and without waiving them, Amgen states that Plaintiff is already in possession of documents generally responsive to this request.

August 11, 2008

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Certificate of Service

I hereby certify that on August 11, 2008 a true and correct copy of the foregoing was served on all counsel of record by Lexis Nexis File & Serve®.

/s/ Marc A. Marinaccio
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