



2. Sandoz objects to the Second Consolidated Requests to the extent the requests are vague, ambiguous, cumulative, duplicative, overly broad, overly burdensome or oppressive, or seek information or documents that are not relevant to the claims or defenses of any party or to the subject matter involved in this action or to the extent they seek documents or information beyond those permitted by the Wisconsin Rules of Civil Procedure and other applicable Wisconsin law.

3. By objecting to the Second Consolidated Requests Sandoz does not in any way waive or intend to waive: (a) any objections as to the competency, relevancy, materiality, privilege, or admissibility as evidence, for any purpose, of any information or documents that may be provided or produced in response to the Second Consolidated Requests; (b) any objections as to the vagueness, ambiguity, or other infirmity in the form of any Interrogatory, Request for Admission, or Request for the Production of Documents; (c) any objections based on the undue burden imposed by any Interrogatory, Request for Admission, or Request for the Production of Documents; (d) any objections to the use of the documents or information that may be produced in response to the Second Consolidated Requests at any hearings or at trial; (e) any objections to any further interrogatory, request for admission, or request for the production of documents involving or related to the subject matter of the Second Consolidated Requests; and (f) any privileges, rights, or immunity under the Wisconsin Rules of Civil Procedure, Rules of Evidence, statutes, or common law.

4. By stating herein that Sandoz objects to a particular Interrogatory, Request for Admission, or Request for the Production of Documents, Sandoz does not assert that it has responsive documents or information or that such material exists, only that it agrees that, at the appropriate time, it will conduct a reasonable search of its files most likely to contain responsive

documents or information and produce responsive, non-objectionable, non-privileged documents revealed by such investigation. No objection made herein, or lack thereof, is an admission by Sandoz as to the existence or non-existence of any documents or information.

5. Sandoz' discovery and investigation in this matter are continuing and, therefore, Sandoz responds to these Requests based upon information that is in its possession currently. Pursuant to Section 804.01(5) of the Wisconsin Rules of Civil Procedure, Sandoz reserves its right to amend, supplement, and/or withdraw any objection set forth herein on the basis of documents or information found during its investigation or any discovery that might be taken in this action. Sandoz expressly reserves its right to rely, at any time including trial, upon subsequently discovered documents, information, or information omitted from any response as a result of mistake, oversight, or inadvertence.

6. Sandoz objects to each Definition, Instruction, Interrogatory, Request for Admission, or Request for the Production of Documents to the extent that it imposes discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes, common law, or local rules, and to the extent that the State seeks discovery beyond that permitted by such Wisconsin law.

7. Sandoz objects to each Definition, Instruction, Interrogatory, Request for Admission, or Request for the Production of Documents to the extent it seeks information or documents protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other applicable privilege, immunity, or protection against disclosure. Any inadvertent production of any privileged or protected information or document by Sandoz shall not constitute a specific or general waiver of any privilege or protection and shall not preclude Sandoz from objecting to disclosure on any other basis.

8. Sandoz objects to each Definition, Instruction, Interrogatory, Request for Admission, or Request for the Production of Documents to the extent it seeks the production of proprietary or commercially sensitive information, including, but not limited to, personal financial information, confidential or proprietary research, procedures and processes relating to the pricing of pharmaceuticals, current and past marketing plans and methods, and current and past business planning and financial information. Sandoz' production of any document or provision of information pursuant to these Second Consolidated Requests shall not be construed as a waiver of confidentiality of any such document or information.

9. Sandoz objects to each Definition, Instruction, Interrogatory, Request for Admission, or Request for the Production of Documents to the extent it requires Sandoz to disclose information or produce documents outside of Sandoz' possession, custody, or control, or no longer in existence, to seek information about or produce documents from persons not currently employed or associated with Sandoz, or to provide or search for information or documents in the possession, custody or control of non-parties. At the appropriate time, Sandoz will only disclose information and produce documents that are within its possession, custody, or control.

10. Sandoz objects to each Definition, Instruction, Interrogatory, Request for Admission, or Request for the Production of Documents to the extent it seeks information or documents already in the State's possession, custody, or control or in the possession, custody, or control of any of the State's officers, employees, agents, agencies, or departments. Sandoz further objects to each Definition, Instruction, Interrogatory, Request for Admission, or Request for the Production of Documents to the extent it requires Sandoz to search for information publicly available or to search for information or documents for which the burden of deriving or

ascertaining the information or documents is substantially the same or less for the State or any of its officers, employees, agents, agencies, or departments as it is for Sandoz.

11. Sandoz objects to each Definition, Instruction, Interrogatory, Request for Admission, or Request for the Production of Documents to the extent it is duplicative or redundant of other Definitions, Instructions, Interrogatories, Requests for Admission, or Requests for the Production of Documents, or other discovery requests propounded by the State. Each document that might, at the appropriate time, be produced in response to a specific Interrogatory, Request for Admission, or Request for the Production of Documents is deemed to be produced in response to every other Interrogatory, Request for Admission, or Request for the Production of Documents, or discovery request of the State to which the written response, document, or information is or may be responsive.

12. Sandoz objects to each Definition, Instruction, Interrogatory, Request for Admission, or Request for the Production of Documents as unduly burdensome to the extent the use of the terms “each,” “any,” or “all” seeks the provision or production of all documents on a subject matter. Subject to and without waiver of this obligation, and subject to resolution of Sandoz’ other objections set forth herein, Sandoz agrees that at an appropriate time it will produce non-privileged documents that are located following a reasonable search of those Sandoz files that are most likely to contain documents or information responsive to these Second Consolidated Requests.

13. Sandoz reserves the right to seek reimbursement from the State for the cost of producing electronic data and documents.

14. Sandoz objects to any implications and to any explicit or implicit characterization of facts, events, circumstances, or issues in the Second Consolidated Requests. Sandoz’ written

response or production of documents or information in connection with a particular Interrogatory, Request for Admission, or Request for the Production of Documents is not intended to indicate that Sandoz agrees with any implication or any explicit or implicit characterization of facts, events, circumstances, or issues in the Second Consolidated Requests, or that such implications or characterizations are relevant to this action.

15. Any documents and information produced in response to the Second Consolidated Requests are for use in this litigation only and for no other purpose, and may not be shared with any non-party to this action absent express permission by and compliance with any protective or confidentiality order that may be entered by the Court in this action.

16. Sandoz objects to the Second Consolidated Requests as overly broad, unduly burdensome, cumulative, duplicative, and harassing in light of the substantial discovery already provided by Sandoz in this case.

17. Sandoz objects to Plaintiff's "Definitions" to the extent that they purport to expand upon or alter Sandoz' obligations under the Wisconsin Rules of Civil Procedure and Court orders.

18. Sandoz objects to the Definition of "document" set forth in Definition Paragraph No. 1 to the extent that they seek to impose discovery obligations that are broader than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure. Sandoz further objects to the extent these Definitions would require Sandoz to: (a) produce multiple copies of the same document; (b) conduct an unduly burdensome search for duplicative information including, among other things, electronic databases containing overlapping information; (c) produce documents or data in a particular format; (d) convert documents or data into a particular format; (e) search for and/or produce any documents or data on back-up tapes or

from locations not reasonably accessible; (f) produce any proprietary software, data, programs, or databases; or (g) violate any licensing agreement, copyright laws, or proprietary rights of third parties.

19. Sandoz objects to the Definition of “Identify” as set forth in Definition Paragraph No. 2 on the grounds that, taken together with the interrogatories, requests for admission, and requests for the production of documents using this defined term, it is overly broad and unduly burdensome.

20. Sandoz objects to the Definitions of “you,” “your,” and “your company” set forth in Definitions Paragraph No. 3 as overbroad, unduly burdensome, and vague and ambiguous, and on the grounds that the Definitions as applied would impose discovery obligations beyond those set forth in the Wisconsin Rules of Civil Procedure. Sandoz further objects that these Definitions would require Sandoz to speculate as to “any other person or entity acting on behalf of defendant.” Sandoz also objects to these Definitions to the extent that they extend or purport to extend to any corporate entity other than Sandoz Inc., or to the extent they include or purport to include persons other than the present officers, directors, employees, agents, attorneys, or representatives of Sandoz who have knowledge of the events relevant to the instant litigation. Sandoz will only disclose information and produce documents within the possession, custody, or control of Sandoz Inc.

21. Sandoz objects to Plaintiff’s “Instructions” to the extent that they purport to expand upon or alter Sandoz’ obligations under the Wisconsin Rules of Civil Procedure and Court orders.

22. Sandoz objects to Instruction for Interrogatories Paragraphs 1-4 to the extent they seek to impose obligations beyond those required by the Wisconsin Rules of Civil Procedure and

the Local Rules. Sandoz will provide the State with responses and/or objections as required by the Wisconsin Rules of Civil Procedure.

23. Sandoz objects to the Instructions set forth in Instructions for Requests for Admission Paragraphs No. 1-5 to the extent that they impose or purport to impose discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes, and common law, and to the extent that the State seeks discovery beyond that permitted by Wisconsin law.

24. Sandoz objects to the Instruction set forth in Instructions for Requests for Production of Documents Paragraph No. 1 to the extent that it imposes or purports to impose discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes and common law, and to the extent that the State seeks discovery beyond that permitted by Wisconsin law.

25. Sandoz objects to the Instruction set forth in Instructions for All Discovery Requests Paragraph No. 1 to the extent it seeks to impose obligations beyond those required by the Wisconsin Rules of Civil Procedure and the Local Rules. Sandoz will provide the State answers or objections as required by the Wisconsin Rules of Civil Procedure.

26. Sandoz objects to the Instruction set forth in Instructions for All Discovery Requests Paragraph No. 2 to the extent that it imposes or purports to impose discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes, and common law, and to the extent that the State seeks discovery beyond that permitted by Wisconsin law. If Sandoz asserts the attorney-client privilege, the work-product doctrine, or any other applicable privilege or protection against disclosure, Sandoz will provide the State with a privilege log at the completion of Sandoz' search and production in

response to the Second Consolidated Requests. Any inadvertent production of any privileged or protected information or document by Sandoz shall not constitute a specific or general waiver of any privilege or protection and shall not preclude Sandoz from objecting to disclosure on any other basis.

### **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:** Sandoz objects to Request for Admission No. 7 on the grounds that it is overly broad and unduly burdensome. Sandoz further objects to the undefined phrase “agreed” as vague and ambiguous. Sandoz also objects to this Request for Admission to the extent it requires Sandoz to disclose information outside of Sandoz’ possession, custody, or control, or no longer in existence, to seek information about persons not currently employed or associated with Sandoz, or to provide or search for information or documents in the possession, custody, or control of non-parties. Sandoz further objects to this Request for Admission to the extent it requires Sandoz to search for information publicly available or to search for information or documents for which the burden of deriving or ascertaining the information or documents is substantially the same or less for the State or any of its officers, employees, agents, agencies, or departments as it is for Sandoz. Sandoz also objects to this Request for Admission to the extent that it implies that Sandoz has a legal duty to reach an explicit agreement with the State of Wisconsin as to the definition of AWP. Additionally, Sandoz objects to this Request for Admission as premature because the State has not yet produced discovery related to the substance of this Request for Admission.

Subject to and without waiving the foregoing objections or the General Objections, Sandoz responds as follows: Denied.

**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.

**RESPONSE:** Sandoz objects to Interrogatory No. 7 on the grounds that it is overly broad and unduly burdensome. Sandoz further objects to the undefined phrases “agreed” and “together developed” as vague and ambiguous. Sandoz also objects to this Interrogatory to the extent it requires Sandoz to disclose information outside of Sandoz’ possession, custody, or control, or no longer in existence, to seek information about persons not currently employed or associated with

Sandoz, or to provide or search for information or documents in the possession, custody, or control of non-parties. Sandoz further objects to this Interrogatory to the extent it requires Sandoz to search for information publicly available or to search for information or documents for which the burden of deriving or ascertaining the information or documents is substantially the same or less for the State or any of its officers, employees, agents, agencies, or departments as it is for Sandoz. Sandoz also objects to this Interrogatory to the extent that it implies that Sandoz has a legal duty to reach an explicit agreement with the State of Wisconsin as to the definition of AWP. Additionally, Sandoz objects to this Interrogatory as premature because the State has not yet produced discovery related to the substance of this Interrogatory.

Subject to and without waiving the foregoing objections or the General Objections, Sandoz responds as follows: Sandoz states that both it and the State of Wisconsin understood throughout the entire relevant time period that published AWPs were not mathematical averages of prices paid by pharmacies, but rather benchmarks that exceeded average pharmacy acquisition costs. Sandoz further states that the State of Wisconsin chose and continues to use discounted AWP as a basis for reimbursement in certain, very narrow instances for Sandoz drugs despite, and in part because of, its understanding that AWP does not represent an actual average of wholesale prices. Sandoz additionally states that Plaintiff is already in possession of documents from which the answer to this Interrogatory may be obtained. Additionally, Sandoz directs 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:** Sandoz incorporates by reference its objections to Request for Admission No. 7 and Interrogatory No. 7, above.

Subject to and without waiving the foregoing objections or the General Objections, Sandoz responds as follows: Sandoz directs Plaintiff to the substantial discovery already provided by Sandoz in this case.

### **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:** Sandoz objects to Request for Admission No. 8 on the grounds that it is overly broad and unduly burdensome. Sandoz further objects to the undefined phrase “agreed” as vague and ambiguous. Sandoz also objects to this Request for Admission to the extent it requires Sandoz to disclose information outside of Sandoz’ possession, custody, or control, or no longer in existence, to seek information about persons not currently employed or associated with Sandoz, or to provide or search for information or documents in the possession, custody, or control of non-parties. Sandoz further objects to this Request for Admission to the extent it requires Sandoz to search for information publicly available or to search for information or documents for which the burden of deriving or ascertaining the information or documents is substantially the same or less for the State or any of its officers, employees, agents, agencies, or departments as it is for Sandoz. Sandoz also objects to this Request for Admission to the extent that it implies that Sandoz has a legal duty to reach an explicit agreement with the State of Wisconsin as to the definition of WAC. Additionally, Sandoz objects to this Request for Admission as premature because the State has not yet produced discovery related to the substance of this Request for Admission.

Subject to and without waiving the foregoing objections or the General Objections, Sandoz responds as follows: Denied.

**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.

**RESPONSE:** Sandoz objects to Interrogatory No. 8 on the grounds that it is overly broad and unduly burdensome. Sandoz further objects to the undefined phrases “agreed” and “together

developed” as vague and ambiguous. Sandoz also objects to this Interrogatory to the extent it requires Sandoz to disclose information outside of Sandoz’ possession, custody, or control, or no longer in existence, to seek information about persons not currently employed or associated with Sandoz, or to provide or search for information or documents in the possession, custody, or control of non-parties. Sandoz further objects to this Interrogatory to the extent it requires Sandoz to search for information publicly available or to search for information or documents for which the burden of deriving or ascertaining the information or documents is substantially the same or less for the State or any of its officers, employees, agents, agencies, or departments as it is for Sandoz. Sandoz also objects to this Interrogatory to the extent that it implies that Sandoz has a legal duty to reach an explicit agreement with the State of Wisconsin as to the definition of WAC. Additionally, Sandoz objects to this Interrogatory as premature because the State has not yet produced discovery related to the substance of this Interrogatory.

Subject to and without waiving the foregoing objections or the General Objections, Sandoz responds as follows: Sandoz states that both it and the State of Wisconsin understood throughout the entire relevant time period that published WACs are list prices for pharmaceutical products that do not include discounts, rebates, or other financial terms. Sandoz 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, Sandoz directs 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.

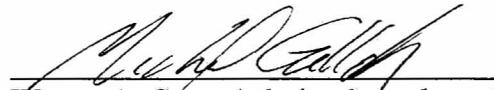
**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 8:** Produce all documents identified in your response to interrogatory no. 8.

**RESPONSE:** Sandoz incorporates by reference its objections to Request for Admission No. 8 and Interrogatory No. 8, above.

Subject to and without waiving the foregoing objections or the General Objections, Sandoz responds as follows: Sandoz directs Plaintiff to the substantial discovery already provided by Sandoz in this case.

Dated this 11th day of August, 2008.

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Certificate of Service

I, Brian L. Bank, hereby certify that on this 11th day of August, 2008, a true and correct copy of the foregoing Defendant Sandoz Inc.'s Responses and Objections to Plaintiff State of Wisconsin's Second Set of Consolidated Discovery Requests to All Defendants was caused to be served on all counsel of record by LexisNexis File & Serve.

/s/ Brian L. Bank