

STATE OF WISCONSIN,	)	
	)	
Plaintiff,	)	Case No.: 04 CV 1709
	)	
v.	)	
	)	
AMGEN INC., <i>et. al.</i> ,	)	
	)	
Defendants.	)	

**ANSWER OF DEFENDANT MERCK & CO., INC.  
TO THE SECOND AMENDED COMPLAINT**

Defendant Merck & Co., Inc. (“Merck”), by its undersigned counsel, hereby answers the Second Amended Complaint (the “Complaint”) as follows. Each allegation not expressly admitted is denied. To the extent that an allegation in the Complaint is untrue as to Merck, Merck in this Answer denies each such allegation without inquiry into the conduct of the numerous other defendants in this action.

**I. NATURE OF THE ACTION<sup>1</sup>**

1. Merck admits that the State of Wisconsin (“Plaintiff” or “State”) purports to bring this action but denies that there is any basis to do so. Merck denies each and every remaining allegation in Paragraph 1.

**II. PARTIES AND JURISDICTION**

2. Merck admits that the State purports to bring this action on behalf of itself but denies that there are any bases upon which to do so. Merck denies the remaining allegations in Paragraph 2.

---

<sup>1</sup> For ease of reference, Merck has included in its Answer the captions used in the Complaint, but does not thereby admit any inference that could be drawn from those captions.

3. Merck admits that it is a pharmaceutical company but denies each and every remaining allegation in Paragraph 3.

4.-12. Merck states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 4 to 12, which allege identifying information for other defendants.

13. Merck admits that it is a New Jersey corporation, that its business includes manufacturing and selling pharmaceuticals, and that its principal place of business is Whitehouse Station, New Jersey.

14.-23. Merck states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 14 to 23, which allege identifying information for other defendants.

24. Paragraph 24 of the Complaint states legal conclusions to which no response is required.

25. Paragraph 25 of the Complaint states legal conclusions to which no response is required.

### **III. FACTUAL BACKGROUND**

#### **A. The Market for Prescription Drugs.**

26. Merck admits that the market for prescription drugs is complex and involves sales, directly or indirectly through intermediaries, to physicians, hospitals, and pharmacies, among other customers. With respect to the remaining allegations in Paragraph 26, Merck denies that Plaintiff has fairly summarized the market for prescription drugs and on that basis denies the allegations.

27. Merck is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27 and on that basis denies the allegations.

28. Merck states that the process by which a physician determines what prescription pharmaceutical to prescribe for a patient is complex, denies that it is fairly summarized in Paragraph 28, and on that basis denies the allegations of Paragraph 28.

29. Merck states that how and by whom a prescription pharmaceutical is paid for is a complex question, denies that the answer is fairly summarized in Paragraph 29, and on that basis denies the allegation of Paragraph 29.

30. Merck denies each and every the allegation set forth in Paragraph 30.

**B. The Purpose of the Medicaid Program and How it Responds to the Complexity of the Drug Market.**

31. Merck admits that Paragraph 31 identifies one of the purposes of Wisconsin's Medicaid program.

32. Merck admits that it has agreed to participate in the federal Medicaid program, including participation for Wisconsin. As to the remaining allegations of Paragraph 32, Merck states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on the basis denies the allegations.

33. Merck admits that Paragraph 33 quotes a portion of certain federal regulations, denies that Plaintiff has fairly or accurately summarized the applicable regulations, and refers to the referenced regulations for their terms.

34. Merck admits that pharmaceutical industry compendia, including Red Book and First DataBank, periodically publish pricing information, including Average Wholesale Price ("AWP"), for some pharmaceuticals. Merck denies the remaining allegations in Paragraph 34.

35. Merck admits that Plaintiff has quoted a portion of Exhibit A, denies that Plaintiff has fairly or accurately summarized that Exhibit in Paragraph 35, and Merck denies the remaining allegations of Paragraph 35.

36. Merck is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36, and on that basis denies each and every allegation therein.

37. Merck is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37, and on that basis denies each and every allegation therein.

38. Merck is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38, and on that basis denies each and every allegation therein.

39. Merck is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39, and on that basis denies the allegations.

**C. Defendants' Alleged Corruption of the Government Medicaid Assistance Programs.**

40. Merck denies each and every allegation in Paragraph 40.

41. Merck denies each and every allegation in Paragraph 41.

42. Merck states that is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42, which relate to other defendants' products, and on that basis denies the allegations.

43. Merck denies each and every allegation in Paragraph 43.

44. Merck states that is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44, which relate to other defendants, and on that basis denies the allegations.

45. Merck states that is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44, which relate to other defendants, and on that basis denies the allegations.

46. Merck denies that Exhibit C lists any drugs manufactured by Merck or its subsidiaries, and denies that Plaintiff has accurately summarized the conclusion of the report regarding Medicare Part B drugs. Merck refers to the report, in its entirety, for the interpretation of the quoted statement. Otherwise, Merck states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 46, and on that basis denied the allegations.

47. Merck states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 47, which purport to relate to other defendants' prices for particular products, and on that basis denies the allegations.

48. Merck admits that Plaintiff has attached Exhibits D and E to the Complaint, which purport to contain pricing information for hundreds or thousands of drugs attributed to the various defendants. Merck denies that the Exhibits establish "false prices" for Merck's drugs referenced therein, denies that all of the drugs identified as Merck drugs are manufactured and marketed by Merck, denies that Merck caused false prices to be published, and denies each and every other allegation set forth in Paragraph 48 as to Merck. Merck states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 48 as to other defendants, and on that basis denies the allegations.

49. Merck denies that Merck has misrepresented or inflated the wholesale acquisition cost (“WAC”) of Merck drugs, and denies each and every other allegation set forth in paragraph 56.

**IV. DEFENDANTS’ ALLEGED EXACERBATION OF THE COMPLEXITIES OF THE MARKET AND AFFIRMATIVE CONCEALMENT OF THEIR WRONGDOING**

50. Merck denies each and every allegation set forth in Paragraph 50.

51. Merck admits that the published prices of pharmaceuticals change from time to time. Merck is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 51, and on that basis denies the allegations.

52. Merck denies each and every allegation in Paragraph 52.

53. Merck denies each and every allegation set forth in Paragraph 53 as to Merck, states that charge-backs are rarely, if ever, associated with sales to retail pharmacies, and otherwise states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth herein, and on that basis denies the allegations.

54. Merck denies each and every allegation set forth in Paragraph 54.

55. Merck avers that different customers and classes of trade may negotiate different prices, depending on competitive factors, and denies each and every remaining allegation contained in Paragraph 55.

56. Merck denies each and every allegation in Paragraph 56 as to Merck, and otherwise states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth therein, and on that basis denies the allegations.

57. Merck denies each and every the allegation set forth in Paragraph 57 as to Merck, and otherwise states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth therein, and on that basis denies the allegations.

58. Merck denies each and every the allegation set forth in Paragraph 58 as to Merck, and otherwise states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth therein, and on that basis denies the allegations.

59. Merck denies each and every the allegation set forth in Paragraph 59 as to Merck, and otherwise states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth therein, and on that basis denies the allegations.

60. Merck denies each and every allegation set forth in Paragraph 60 as to Merck, and otherwise states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 60, and on that basis denies the allegations.

**V. THE ALLEGED INJURY TO GOVERNMENTAL HEALTH PLANS CAUSED BY DEFENDANTS' ALLEGEDLY FALSE WHOLESALE PRICES**

**A. The Wisconsin Medicaid Program.**

61. Merck admits that Wisconsin Medicaid is a joint state and federal program which pays for medical care, including prescription drug benefits, for certain Wisconsin citizens. Merck is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 61, and on that basis denies the allegations.

62. Merck admits that one of the alternative reimbursement formulas for pharmaceuticals set forth in the regulations for the Wisconsin Medicaid Program is based in part on AWP minus a percentage, and refers to such regulation for its terms. Merck is without

knowledge or information sufficient to form a belief as to the truth of the other allegations set forth in Paragraph 62, and on that basis denies the allegations.

63. Merck admits that Paragraph 63 purports to summarize 42 C.F.R. § 447.332, denies that it fairly or accurately does so, denies that Plaintiff has standing to complain about a rate set by a federal department, and refers to the regulation for its contents. Merck is without knowledge or information sufficient to form a belief as to the truth of the other allegations set forth in Paragraph 63, and on that basis denies the allegations.

64. Merck admits it has access to public information about Wisconsin's reimbursement formulas, which, on information and belief, have changed from time to time, and otherwise denies each and every allegation set forth in Paragraph 64.

65. Merck denies each and every allegation set forth in Paragraph 65.

66. Merck denies each and every allegation set forth in Paragraph 66.

**B. Medicare.**

67. Merck admits that Medicare is a federal program, denies that it is fairly summarized in Paragraph 67, and refers to the statute for its terms.

68. Merck admits that Medicare Part B is a federal program, denies that it is fairly summarized in Paragraph 68, and refers to the statute for its terms.

69. Merck admits that Medicare Part B is a federal program, denies that it is fairly summarized in Paragraph 69, and refers to the statute for its terms.

70. Merck admits that the reimbursement methodology for Medicare Part B is set forth in federal regulations, denies that it is fairly summarized in Paragraph 70, and refers to the regulations for the terms thereof.

71. Merck denies that it has published false and inflated AWP's for its drugs, and states that Merck is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 71, and on that basis denies the allegations.

**VI. DEFENDANTS' CONDUCT WAS ALLEGEDLY INTENTIONALLY IN DISREGARD OF ESTABLISHED LAW**

72-74. To the extent the allegations in Paragraphs 72 to 74 state legal conclusions, no response is required. Merck denies that Plaintiff has fairly or accurately stated or characterized the law. To the extent these paragraphs may be read to contain allegations directed at Merck, Merck denies the allegations.

75. Merck denies the allegations set forth in Paragraph 75 as to Merck, and states that Merck is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 75, and on that basis denies the allegation.

76. Merck denies the allegations set forth in Paragraph 76 as to Merck, and states that Merck is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 76, and on that basis denies the allegation.

77. Merck denies the allegations in Paragraph 77.

**VII. ALLEGED HARM TO WISCONSIN AND ITS CITIZENS**

78. Merck denies each and every allegation set forth in Paragraph 78 as to Merck, and states that Merck is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 78, and on that basis denies the allegations.

**COUNT I – Alleged Violation of Wis. Stat. § 100.18(1)**

79. Merck realleges and incorporates by reference its responses to Paragraphs 1 through 78.

80. Merck denies each and every allegation set forth in Paragraph 80 as to Merck.

81. Merck denies each and every allegation set forth in Paragraph 81 as to Merck.

82. Merck denies each and every allegation set forth in Paragraph 82 as to Merck. Merck further denies that Plaintiff is entitled to a judgment or any other relief as requested in the unnumbered “WHEREFORE” paragraph following Paragraph 82.

**COUNT II – Alleged Violation of Wis. Stat. § 100.18(10)(b)**

83. Merck realleges and incorporates by reference its responses to Paragraphs 1 through 82.

84. Merck denies each and every allegation set forth in Paragraph 84 as to Merck, denies that Paragraph 84 fairly or accurately summarizes the referenced statutory provision, and refers to the statute for the terms thereof.

85. Merck denies each and every allegation set forth in Paragraph 85 as to Merck.

86. Merck denies each and every allegation set forth in Paragraph 86 as to Merck. Merck further denies that Plaintiff is entitled to a judgment or any other relief as requested in the unnumbered “WHEREFORE” paragraph following Paragraph 86.

**COUNT III – Alleged Violation of the Wisconsin Trust and Monopolies Act**

87. Merck realleges and incorporates by reference its responses to Paragraphs 1 through 86.

88. Merck denies each and every allegation set forth in Paragraph 88 as to Merck.

89. Merck denies each and every allegation set forth in Paragraph 89 as to Merck.

90. Merck denies each and every allegation set forth in Paragraph 90 as to Merck.

91. Merck denies each and every allegation set forth in Paragraph 91 as to Merck. Merck further denies that Plaintiff is entitled to a judgment or any other relief as requested in the unnumbered “WHEREFORE” paragraph following Paragraph 91.

**COUNT IV – Alleged Violation of Wis. Stat. § 49.49(4m)(a)(2) Medical Assistance Fraud**

92. Merck realleges and incorporates by reference its responses to Paragraphs 1 through 91.

93. Merck admits that it manufactures, markets, and sells pharmaceuticals, some of which are sold directly or indirectly to entities that receive reimbursements from Wisconsin Medicaid. Merck is without knowledge or sufficient information to form a belief as to the truth of the allegations of Paragraph 93 as they pertain to other defendants, and on that basis denies the allegations.

94. Merck denies each and every allegation set forth in Paragraph 94 as to Merck.

95. Merck denies each and every allegation set forth in Paragraph 95 as to Merck. Merck further denies that the State is entitled to a judgment or any other relief as requested in the unnumbered “WHEREFORE” paragraph following Paragraph 95 of the Complaint.

### **COUNT V – Alleged Unjust Enrichment**

96. Merck realleges and incorporates by reference its responses to Paragraphs 1 through 95.

97. Merck denies each and every allegation set forth in Paragraph 97 as to Merck.

98. Merck denies each and every allegation set forth in Paragraph 98 as to Merck.

99. Merck denies each and every allegation set forth in Paragraph 99 as to Merck.

100. Merck denies each and every allegation set forth in Paragraph 100 as to Merck. Merck further denies that Plaintiff is entitled to a judgment or any other relief as requested in the unnumbered “WHEREFORE” paragraph following Paragraph 100.

### **DEMAND FOR JURY**

Merck denies that Plaintiff has asserted any viable claims that would necessitate a jury trial, and denies that Plaintiff is entitled to a jury trial on its equitable claims. Merck reserves its right to a jury trial to the extent that any claims triable to a jury survive.

### **MERCK’S DEFENSES**

By alleging the matters set forth below, Merck does not allege or admit that it has the burden of proof and/or the burden of persuasion with respect to any of these matters or that Plaintiff is relieved of its burdens to prove each and every element of its claims and the damages, if any, to which it is entitled. As for its affirmative defenses, Merck reasserts and reincorporates as if fully set forth herein its responses to Paragraphs 1 through 100 above, and:

FIRST AFFIRMATIVE DEFENSE

101. Plaintiff fails to state a claim against Merck upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

102. The State and/or its agents knew and were aware that AWP was not an actual average of wholesale prices or the actual acquisition cost of drugs. Legal and equitable principles preclude this action for damages and injunctive relief.

THIRD AFFIRMATIVE DEFENSE

103. Plaintiff lacks standing or capacity to bring some or all of the claims raised and/or relief sought in this suit.

FOURTH AFFIRMATIVE DEFENSE

104. Plaintiff's claims are preempted, in whole or in part, by federal law, including without limitation the Federal Employment Retirement Income and Security Act of 1974, the Federal Medicare Act, the Federal Medicaid Act, including all amendments to the same and all regulations promulgated there under, the dormant Commerce Clause and by the Commerce Clause of the United State Constitution.

FIFTH AFFIRMATIVE DEFENSE

105. To the extent that Plaintiff may obtain recovery in any other case predicated on the same factual allegations, Plaintiff is barred from seeking recovery against Merck based on the prohibition on double recovery for the same injury.

SIXTH AFFIRMATIVE DEFENSE

106. Any and all actions taken by Merck with respect to any of the matters alleged in the Complaint were taken in good faith and in accordance with law and established

industry practice.

SEVENTH AFFIRMATIVE DEFENSE

107. Plaintiff's claims against Merck are barred, in whole or in part, by the applicable statutes of limitations and repose, and by the doctrines of laches, estoppel and waiver.

EIGHTH AFFIRMATIVE DEFENSE

108. Plaintiff's claims are barred, in whole or in part, because they violate Merck's rights under the Due Process and *Ex Post Facto* clauses of the United States Constitution and Wisconsin Constitution, insofar as the State seeks to impose liability retroactively for conduct that was not actionable at the time it occurred.

NINTH AFFIRMATIVE DEFENSE

109. Merck's statements or actions were not the proximate cause or cause in fact of any injury to or alleged loss by Plaintiff. Any injuries sustained by Plaintiff were the result of its own conduct or the intervening or superseding conduct of third-parties.

TENTH AFFIRMATIVE DEFENSE

110. Plaintiff's claims against Merck for equitable relief are barred by the doctrines of adequate remedy at law and by mootness due to the passage of the Medicare Prescription Drug, Improvement and Modernization Act of 2003.

ELEVENTH AFFIRMATIVE DEFENSE

111. Plaintiff's claims against Merck are barred, in whole or in part, due to Plaintiff's failure to join indispensable defendants.

TWELFTH AFFIRMATIVE DEFENSE

112. Plaintiff's claims against Merck are misjoined with Plaintiff's claims against other defendants and must be severed.

### THIRTEENTH AFFIRMATIVE DEFENSE

113. Plaintiff's claims against Merck for damages are barred, in whole or in part: (1) because it failed to mitigate its damages, and its failure to mitigate damages should proportionately reduce the recovery by Plaintiff and the allocation of any fault, if any exists, attributable to Merck; (2) because it would be unjustly enriched if allowed to recover any portion of the damages alleged in the Complaint; (3) by the doctrine of consent and/or ratification to the extent Plaintiff has paid for products manufactured, marketed and sold by Merck after the filing of Plaintiff's original Complaint; and (4) because the claims are speculative and remote and because of the impossibility of ascertaining and allocating of these alleged damages.

### FOURTEENTH AFFIRMATIVE DEFENSE

114. Merck denies that it has engaged in any conduct that entitles Plaintiff to recover forfeitures, penalties, or other punitive or enhanced damages and avers that the Complaint fails to state a claim upon which such relief may be awarded to Plaintiff.

### FIFTEENTH AFFIRMATIVE DEFENSE

115. The Complaint seeks penalties, forfeitures or other punitive or enhanced damages, which would violate the Fourth, Fifth, Sixth, Eighth and Fourteenth Amendments to the Constitution of the United States of America and/or the equivalent provisions of Article I, sections 1, 6, 7, 8 and 11 of the Wisconsin Constitution on the following grounds:

a) by imposing such damages, which are penal in nature, against a civil defendant upon the State's satisfying a burden of proof which is less than the "beyond a reasonable doubt" burden of proof required in criminal cases;

b) the procedures pursuant to which any penalties or forfeitures would be awarded fail to provide a reasonable limit on the amount of the award against Merck;

c) the procedures pursuant to which any penalties or forfeitures would be awarded fail to provide specific standards for the amount of the award of penalties or forfeitures;

d) the procedures pursuant to which any penalties or forfeitures would be awarded result in the imposition of different penalties for the same or similar acts;

e) the procedures pursuant to which any penalties or forfeitures would be awarded permit the imposition of such damages in excess of the maximum criminal fine for the same or similar conduct; and

f) the procedures pursuant to which any penalties or forfeitures would be awarded permit the imposition of excessive fines.

#### SIXTEENTH AFFIRMATIVE DEFENSE

116. Plaintiff fails to state the circumstances purportedly constituting fraud as to Merck with the particularity required by Wis. Stat. §802.03(2).

#### SEVENTEENTH AFFIRMATIVE DEFENSE

117. Plaintiff's unjust enrichment claims are barred because Merck did not collect or retain any money belonging to Plaintiff as a result of any alleged overpayments as required under Wisconsin law, and by the existence of express written agreements covering the subject matter of Plaintiff's claims.

#### EIGHTEENTH AFFIRMATIVE DEFENSE

118. Plaintiff's claims are barred, in whole or in part, by the filed rate doctrine.

#### NINETEENTH AFFIRMATIVE DEFENSE

119. Plaintiff's claims against Merck are barred, in whole or in part, because Merck did not make any false statements to the State or its agents.

TWENTIETH AFFIRMATIVE DEFENSE

120. Plaintiff's claims are barred in whole or in part because the State did not reasonably rely on any alleged misrepresentations or omissions by Merck.

TWENTY-FIRST AFFIRMATIVE DEFENSE

121. Plaintiff's claims are barred in whole or in part because Plaintiff did not consult with the Governor of the State of Wisconsin and/or the Department of Agriculture, Trade and Consumer Protection prior to bringing this suit.

TWENTY-SECOND AFFIRMATIVE DEFENSE

122. Plaintiff's claims under Wis. Stat. § 49.49 are barred because Merck did not possess the mental state required under that statute.

TWENTY-THIRD AFFIRMATIVE DEFENSE

123. Plaintiff's claims under Wis. Stat. § 100.18 and Wis. Stat. § 133.05 are barred to the extent they involve the insurance business.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

124. Plaintiff's claims against Merck are barred to the extent based on Plaintiff's failure to fulfill its obligations under federal and state statutes and regulations to establish and apply appropriate reimbursement rates.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

125. Plaintiff's Count III claim is barred to the extent based on functional discounts or rebates, or on discounts or rebates that were commonly known of in the pharmaceutical industry.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

126. Merck adopts by reference any additional applicable defense pled by any

other defendants not otherwise pled herein. Merck hereby gives notices that it intends to rely upon any other and additional defense that is now or may become available or appear during or as a result of the discovery proceedings in this action and hereby reserves its right to amend its answer to assert such defense.

WHEREFORE, Defendant Merck & Co., Inc., demands: (1) that the Complaint be in all respects dismissed as to Merck; (2) its costs and expenses of defending this action; and (3) such other and further relief as the Court may deem just and proper.

Dated: August 11, 2006

By:



Michael P. Crooks (State Bar #01008918)  
PETERSON, JOHNSON & MURRAY, S.C.  
3 S. Pinckney Street, Suite 900  
Madison, Wisconsin 53703  
Tel: (608) 256-5220  
Fax: (608) 256-5270

John M. Townsend (admitted *pro hac vice*)  
Robert P. Reznick (admitted *pro hac vice*)  
Robert B. Funkhouser (admitted *pro hac vice*)  
HUGHES HUBBARD & REED LLP  
1775 I Street, N.W.  
Washington, DC 20006-2401  
Tel: (202) 271-4600  
Fax: (202) 721-4646

*Attorneys for Defendant Merck & Co., Inc.*

Certificate of Service

I, Barbara Baumgartner, hereby certify that on this \_\_\_th day of August, 2006, a true and correct copy of the foregoing Answer of Defendant Merck & Co., Inc. to the Second Amended Complaint was served on all counsel of record by Lexis Nexis File & Serve®, with the exception of the plaintiff. A copy of the Answer is being hand delivered to:

Charles Barnhill, Esq.  
Elizabeth Eberle, Esq.  
Miner, Barnhill & Galland, P.C.  
44 East Mifflin Street, Suite 803  
Madison, WI 53703

  
Barbara A. Baumgartner