

STATE OF WISCONSIN

CIRCUIT COURT  
Branch 7

DANE COUNTY

STATE OF WISCONSIN  
17 West Main Street  
Post Office Box 7857  
Madison, WI 53707-7857,

Plaintiff,

v.

AMGEN INC.  
A Delaware Corporation  
One Amgen Drive  
Thousand Oaks, California 91320-1799

ABBOTT LABORATORIES  
An Illinois Corporation  
100 Abbott Park Road  
Abbott Park, Illinois 60064-6400

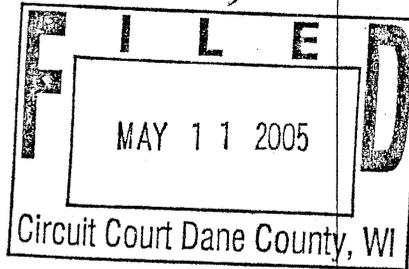
ASTRAZENECA PHARMACEUTICALS, LP  
A Delaware Corporation  
1800 Concord Pike  
Wilmington, Delaware 19850

ASTRAZENECA, LP  
A Delaware Corporation  
1800 Concord Pike  
Wilmington, Delaware 19850

AVENTIS PHARMACEUTICALS INC.  
A Delaware Corporation  
300-400 Somerset Corporate Blvd.  
Bridgewater, New Jersey 08807-2854

AVENTIS BEHRING, LLC  
n/k/a ZLB Behring  
A Delaware Corporation  
1020 1<sup>st</sup> Avenue  
King of Prussia, Pennsylvania 19406-0901

BAXTER INTERNATIONAL, INC.  
A Delaware Corporation  
One Baxter Parkway  
Deerfield, Illinois 60015



Case No. 04 CV 1709

Unclassified - Civil: 30703

TEMPORARY  
**QUALIFIED  
PROTECTIVE ORDER**

JURY TRIAL DEMANDED

THE AMOUNT CLAIMED  
IS GREATER THAN THE  
AMOUNT CLAIMED  
UNDER WIS. STAT.  
§ 799.01(1)(d)

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BAYER CORPORATION  
An Indiana Corporation  
100 Bayer Road  
Pittsburgh, Pennsylvania, 15205-9741

BEN VENUE LABORATORIES, INC.  
A Delaware Corporation  
300 Northfield Road  
Bedford, Ohio 44146

BOEHRINGER INGELHEIM CORPORATION  
A Nevada Corporation  
900 Ridgebury Road  
Ridgefield, Connecticut 06877

BOEHRINGER INGELHEIM  
PHARMACEUTICALS, INC.  
A Connecticut Corporation  
900 Ridgebury Road  
Ridgefield, Connecticut 06877

BRISTOL-MYERS SQUIBB COMPANY  
A Delaware Corporation  
345 Park Avenue  
New York, New York 10154-0037

DEY, INC.  
A Delaware Corporation  
2751 Napa Valley Corporate Drive  
Nap, California 94558

IMMUNEX CORPORATION  
A Washington Corporation  
51 University Street  
Seattle, Washington 98101

IVAX CORPORATION  
A Florida Corporation  
4400 Biscayne Blvd  
Miami, Florida 33137

IVAX PHARMACEUTICALS, INC.  
A Florida Corporation  
4400 Biscayne Blvd  
Miami, Florida 33137

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JANSSEN PHARMACEUTICAL PRODUCTS, LP  
A New Jersey Limited Partnership  
1125 Trenton-Harbourton Road  
Titusville, New Jersey 08560

JOHNSON & JOHNSON, INC.  
A New Jersey Corporation  
One Johnson & Johnson Plaza  
New Brunswick, New Jersey 08933

MCNEIL-PPC, INC.  
A New Jersey Corporation  
7050 Camp Hill Road  
Fort Washington, Pennsylvania 19034

MERCK & COMPANY, INC.  
A New Jersey Corporation  
One Merck Drive  
Whitehouse Station, New Jersey 08889-0100

MYLAN LABORATORIES, INC.  
A Pennsylvania Corporation  
1500 Corporate Drive; Suite 400  
Canonsburg, Pennsylvania 15317

MYLAN PHARMACEUTICALS, INC.  
A Pennsylvania Corporation  
1500 Corporate Drive; Suite 400  
Canonsburg, Pennsylvania 15317

NOVARTIS PHARMACEUTICALS  
CORPORATION  
A New Jersey Corporation  
One Health Plaza  
East Hanover, New Jersey 07936

ORTHO BIOTECH PRODUCTS, LP  
A New Jersey Limited Partnership  
700 U.S. Highway 202  
Raritan, New Jersey 08869

ORTHO-MCNEIL PHARMACEUTICAL, INC.  
A Delaware Corporation  
1000 U.S. Route 202 South  
Raritan, New Jersey 08869

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PHARMACIA

A Delaware Corporation  
100 Route 206 North  
Peapack, New Jersey 07977

PFIZER, INC.

A Delaware Corporation  
235 East 42<sup>nd</sup> Street  
New York, New York 10017

ROXANE LABORATORIES, INC.

A Delaware Corporation  
1809 Wilson Road  
Columbus, Ohio 43216-6532

SANDOZ, INC.

f/k/a GENEVA PHARMACEUTICALS, INC.  
A Delaware Corporation  
506 Carnegie Center; Suite 400  
Princeton, New Jersey 08540

SCHERING-PLOUGH CORPORATION,

A New Jersey Corporation  
2000 Galloping Hill Road  
Kenilworth, New Jersey 07033-0530

SICOR PHARMACEUTICALS, INC.

f/k/a GENSLIA SECOR PHARMACEUTICALS,  
INC.  
A Delaware Corporation  
19 Hughes  
Irvine, California 92618-1902

SMITHKLINE BEECHAM CORPORATION

d/b/a GLAXOSMITHKLINE  
A Delaware Corporation  
One Franklin Plaza  
Philadelphia, Pennsylvania 19102

TAP PHARMACEUTICAL PRODUCTS, INC.

An Illinois Corporation  
Bennackburn Lake, Office Plaza  
2355 Waukegan Road  
Deerfield, Illinois 60015

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TEVA PHARMACEUTICAL INDUSTRIES, LTD.  
A Delaware Corporation  
650 Cathill Road  
Sellersville, Pennsylvania 18960

WARRICK PHARMACEUTICALS  
CORPORATION  
A Delaware Corporation  
12125 Moya Boulevard  
Reno, Nevada 89506

WATSON PHARMA, INC.  
f/k/a Schein Pharmaceuticals, Inc.  
A Delaware Corporation  
311 Bonnie Circle  
Corona, California 92880

WATSON PHARMACEUTICALS, INC.  
A Delaware Corporation  
311 Bonnie Circle  
Corona, California 92880

Defendants.

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**QUALIFIED PROTECTIVE ORDER**

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IT IS HEREBY ORDERED as follows:

1. This Qualified Protective Order shall apply to the above action and all past, present or future actions which may be consolidated or coordinated with the above action (collectively referred to as "Wisconsin AWP Litigation").
2. The terms and conditions of this Qualified Protective Order shall govern the production and handling of documents, answers or responses to interrogatories, responses to requests for admissions, depositions, pleadings, exhibits, other discovery taken pursuant to the Wisconsin Rules of Civil Procedure, and all other information exchanged by the parties or by any third party in response to discovery requests or subpoenas.

3. The designation “CONFIDENTIAL” shall be limited to information that any producing party, including any third party, in good faith, believes to contain (a) proprietary or commercially sensitive information; (b) personal financial information; or (c) information that should otherwise be subject to confidential treatment under **Civil Rule 26.03(1)(g)**. The designation “CONFIDENTIAL” does not include information or materials available to the public including, without limitation, catalogs, advertising materials, and the like.

4. Information designated as “CONFIDENTIAL” may be disclosed only to the following persons:

(a) an employee of the plaintiff who has executed a Certification attached hereto as Exhibit A;

(b) in-house counsel of a named party;

(c) outside counsel of record representing a named party in the Wisconsin AWP Litigation, including all paralegal assistants, and stenographic and clerical employees working under the supervision of such counsel;

(d) court reporters, interpreters, translators, copy services, graphic support services, document imaging services, and database/coding services retained by counsel, provided these individuals or an appropriate company official with authority to do so on behalf of the company executes a Certification attached hereto as Exhibit A;

(e) actual or potential experts or consultants who are retained by any attorney described in Paragraphs 4(b) and (c) to assist with the Wisconsin AWP Litigation, are not a current employee of a party or subsidiary or affiliate of a party, and who execute a Certification attached hereto as Exhibit A;

(f) a person who prepared, received, or reviewed the “CONFIDENTIAL” information prior to its production in the Wisconsin AWP Litigation, and who executes a Certification attached hereto as Exhibit A;

(g) during depositions and preparation for depositions, a deposition witness who is a current employee of the party that produced the applicable document(s) or who appears, based upon the document itself or testimony in a deposition, to have knowledge of the contents of the document designated “CONFIDENTIAL” or the specific events, transactions, discussions, or date reflected in the document, provided such witness executes a Certification attached hereto as Exhibit A;

(h) any private mediators used in the Wisconsin AWP Litigation, provided such person executes a Certification attached hereto as Exhibit A; and

(i) the Court, and any Special Masters and/or Mediators appointed by the Court, under seal.

5. The designation “HIGHLY CONFIDENTIAL” or “ATTORNEY EYES ONLY” shall be limited to information that any producing party, including third parties, in good faith, believes to contain (a) current and past (to the extent they reflect on current) methods, procedures, and processes relating to the pricing of pharmaceuticals; (b) current and past (to the extent they reflect on current) marketing plans and methods; (c) current and past (to the extent they reflect on current) business planning and financial information; (d) trade secrets as defined by Wis. Stat. §134.90(1)(c); (e) past or current company personnel or employee information; and (f) other “CONFIDENTIAL” information (as defined in Paragraph 3) the disclosure of which is likely to cause competitive or commercial injury to the producing party.

6. Information designated “HIGHLY CONFIDENTIAL” may be disclosed only to the following persons:

(a) (i) in-house counsel of a named party who have executed a Certification attached hereto as Exhibit B may have access to all “HIGHLY CONFIDENTIAL” information; or (ii) in-house counsel of a named party who cannot satisfy the requirements of Exhibit B may have access only to “HIGHLY CONFIDENTIAL” information that identifies the company, employees, or drugs of the named party of the in-house counsel;

(b) The Attorney General of Wisconsin, Deputy Attorneys General, Assistant Attorneys General, Special Assistant Attorneys General and outside counsel of record representing a named party in the Wisconsin AWP Litigation, including all paralegal assistants, and stenographic and clerical employees working under the supervision of such counsel;

(c) court reporters, translators, copy services, graphic support services, document imaging services, and database/coding services retained by counsel, provided these individuals or an appropriate company official with authority to do so on behalf of the company executes a Certification attached hereto as Exhibit A;

(d) Potential or actual experts or consultants who (i) are retained by any attorney described in Paragraphs 6(a) and (b) to assist with the Wisconsin AWP Litigation, (ii) are not current employees of a party or subsidiary or affiliate of a party, and (iii) who execute a Certification attached hereto as Exhibit A;

(e) a person who prepared, received, or reviewed the “HIGHLY CONFIDENTIAL” information prior to its producing in the Wisconsin AWP Litigation, and who executes a Certification attached hereto as Exhibit A;

(f) during depositions and preparation for depositions, a deposition witness who is a current employee of the party that produced the applicable document(s) or who appears, based upon the document itself or testimony in a deposition, to have knowledge of the contents of the document designated “HIGHLY CONFIDENTIAL” or the specific events, transactions, discussions, or date reflected in the document, provided such witness executes a Certification attached hereto as Exhibit A;

(g) any private mediators utilized in the Wisconsin AWP Litigation, provided such person executes a Certification attached hereto as Exhibit A;

(h) the Court, and any Special Masters and/or Mediators appointed by the Court, under seal.

7. When producing documents in response to any discovery request in Wisconsin AWP litigation, the parties may also designate information as “CONFIDENTIAL HEALTH INFORMATION.” The designation “CONFIDENTIAL HEALTH INFORMATION” shall be limited to information that a party, in good faith believes to contain “protective health information, as defined by” 45 CFR §164.501 and/or “individually identifiable health information,” as defined by 45 CFR §160.103, or information that is otherwise protected from disclosure by the Privacy Act, 5 U.S.C. §552a, the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191.

8. Information designated as “CONFIDENTIAL HEALTH INFORMATION” may be disclosed only to the following persons:

(a) an employee of the plaintiff who has executed a Certification attached hereto as Exhibit A;

(b) in-house counsel of a named party;

(c) outside counsel of record representing a named party in the Wisconsin AWP Litigation, including all paralegal assistants, and stenographic and clerical employees working under the supervision of such counsel;

(d) court reporters, interpreters, translators, copy services, graphic support services, document imaging services, and database/coding services retained by counsel, provided these individuals or an appropriate company official with authority to do so on behalf of the company executes a Certification attached hereto as Exhibit A;

(e) actual or potential experts or consultants who (i) are retained by any attorney described in Paragraphs 8 (b) and (c) to assist with the Wisconsin AWP Litigation, (ii) are not a current employee of a party or subsidiary or affiliate of a party, and (iii) who execute a Certification attached hereto as Exhibit A;

(f) a person who prepared, received, or reviewed the “CONFIDENTIAL HEALTH INFORMATION” prior to its production in the Wisconsin AWP Litigation;

(g) to the extent third party witnesses, other than those identified elsewhere in the Order, may need access to “CONFIDENTIAL HEALTH INFORMATION”, the request can be addressed on a case-by-case basis under paragraph 18 of this Order, and who executes a Certification attached hereto as Exhibit A;

(h) during depositions and preparation for depositions, a deposition witness who is a current employee of the party that produced the applicable document(s) or who appears, based upon the document itself or testimony in a deposition, to have knowledge of the contents of the document designated “CONFIDENTIAL HEALTH INFORMATION” or the

specific events, transactions, discussions, or date reflected in the document, provided such witness executes a Certification attached hereto as Exhibit A;

(i) any private mediators used in the Wisconsin AWP Litigation, provided such person executes a Certification attached hereto as Exhibit A; and

(j) the Court, and any Special Masters and/or Mediators appointed by the Court, under seal.

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10. This Order does not apply to any information or documents already in the possession of a receiving party and not subject to any obligation of confidentiality.

11. All information designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION” in accordance with the terms of this Qualified Protective Order and produced or exchanged in the course of the Wisconsin AWP Litigation shall be used or disclosed solely for the purpose of the Wisconsin AWP Litigation and in accordance with the provisions of this Qualified Protective Order. Such “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” shall not be used for any business purpose, or in any other litigation or proceeding, or for any other purpose, except by Court Order or otherwise required by law. The foregoing notwithstanding, this Qualified Protective Order has no effect on, and its scope shall not extend to any party’s use of its own CONFIDENTIAL or HIGHLY CONFIDENTIAL information.

12. Any person or party receiving documents designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION,” that receives a request or subpoena for production or disclosure of

“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” shall promptly give notice by facsimile to the producing party identifying the information sought and enclosing a copy of the subpoena or request. Provided that the producing party makes a timely motion or other application for relief from the subpoena or other request in the appropriate forum, the person or party subject to the subpoena or other request shall not produce or disclose the requested information without the consent of the producing party or until ordered by a court of competent jurisdiction.

13.

14. Counsel shall provide each person to whom they disclose or give access to “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” with a copy of this Qualified Protective Order, advise each person of their obligation to comply with the terms of the Qualified Protective Order, and secure the signature of each person on the appropriate Certification required herein. Persons receiving “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” are prohibited from disclosing it to any person except in conformance with this Qualified Protective Order. The recipient of any “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” agrees to subject himself/herself to the jurisdiction of this Court for the purposes of any proceedings relating to the performance under, compliance with, or violation of this Qualified Protective Order. Counsel agrees to maintain a file of all executed Certifications (Exhibits A and B) required by this Qualified Protective Order.

15. The recipient of any “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” shall

maintain such information in a secure and safe area and shall exercise the same standard of due and proper care with respect to the storage, custody, use and/or dissemination of such information as is exercised by the recipient with respect to his or her own confidential or proprietary information.

16. "CONFIDENTIAL" and "HIGHLY CONFIDENTIAL" information or "CONFIDENTIAL HEALTH INFORMATION" may include or be included in any document, physical object, tangible thing, transcript or oral testimony or recorded statement of counsel, such as, by way of example and not limitation, transcripts, answers to interrogatories and other responses to discovery requests, pleadings, briefs, summaries, notes, abstracts, motions, drawings, illustrations, diagrams, blueprints, journal entries, logbooks, compositions, devices, test reports, programs, code, commands, electronic media, databases, and any other records and reports which comprise, embody or summarize information about the producing party's business, products, practices and procedures.

17. In designating information "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or "CONFIDENTIAL HEALTH INFORMATION", the producing or testifying party or person, including third parties, will make such designation only as to that information that it in good faith believes is "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or "CONFIDENTIAL HEALTH INFORMATION." The failure of a party to exercise good faith in the designation of information as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or "CONFIDENTIAL HEALTH INFORMATION" may subject that party to sanctions, including the imposition of attorney's fees and costs.

18. Wherever practicable, the parties shall take appropriate steps to safeguard documents containing "CONFIDENTIAL HEALTH INFORMATION," which steps may

include redacting documents to remove names, social security numbers and other protected or individually identifying health information, requesting leave of Court to submit such documents under seal, coding the documents to substitute a numerical or other designation for the patient or Medicaid recipient's name or other identifying information, requesting that any exhibit be placed under seal, introducing summary evidence where practicable which may be more easily redacted, and assuring that all Social Security and Medicaid ID numbers associated with the names of individual patients and Medicaid recipients have been removed.

19. All or any part of a document, tangible item, discovery response or pleading disclosed, produced, or filed by any party or person in the Wisconsin AWP Litigation may be designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information or "CONFIDENTIAL HEALTH INFORMATION" by the producing or disclosing party or person by marking the appropriate legend on the face of the document and each page so designated. With respect to tangible items, the appropriate legend shall be marked on the face of the tangible item, if practicable, or by delivery at the time of disclosure, production or filing to the party to which disclosure is made, written notice that such tangible item is "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or "CONFIDENTIAL HEALTH INFORMATION."

20. The parties may designate the deposition testimony and exhibits (or portions thereof) of any witness in the Wisconsin AWP Litigation as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or "CONFIDENTIAL HEALTH INFORMATION" at the time of the deposition by advising the court reporter and all parties of such fact during the deposition. If any portion of a videotaped deposition is designated pursuant to this Paragraph, the videocassette or other videotape or CD ROM container shall be labeled with the appropriate legend. Unless a shortened time period is requested as set forth below, within thirty (30) days of receipt of the

transcript, the deponent, his/her counsel, or any other party may redesignate all or portions of the transcript "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or "CONFIDENTIAL HEALTH INFORMATION." The deponent, his/her counsel or any other party shall list on a separate piece of paper the numbers of the pages of the deposition transcript containing "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information or "CONFIDENTIAL HEALTH INFORMATION" and serve the same on opposing counsel. Pending such designation, the entire deposition transcript, including exhibits, shall be deemed "HIGHLY CONFIDENTIAL" information. If no designation is made within thirty (30) days after receipt of the transcript, the transcript shall be considered not to contain any "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information or "CONFIDENTIAL HEALTH INFORMATION." A party may reasonably request a shortening of the time period within which a confidentiality designation for a deposition transcript must be made for the purpose of conducting effective discovery, and consent to such a request shall not be unreasonably withheld. In the event of a dispute as to a request for a shortened time period, the parties shall first try to dispose of such dispute in good faith on an informal basis. If the dispute cannot be resolved within five (5) business days, the party requesting the shortened time period may request appropriate relief from the Court. The parties agree, subject to Court approval, that such relief sought can be in the form of a telephone conference to be scheduled at the Court's earliest convenience with the objective of obtaining an immediate resolution of the dispute.

21. Any documents or pleadings to be filed with the Court that contain "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information or "CONFIDENTIAL HEALTH INFORMATION," shall be filed under seal in an envelope marked "CONFIDENTIAL - Filed Under Seal Pursuant to Court Order" or "HIGHLY

CONFIDENTIAL – Filed Under Seal Pursuant to Court Order” and bear the caption of the Wisconsin AWP Litigation and pleading or document title and such other description as will allow the Court to readily identify the documents or information or portions thereof so designated.

22. At the request of a producing party, the Court may limit or restrict person(s) not permitted access to “CONFIDENTIAL” or HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” from attending any hearing or deposition at which such information is revealed.

23. Nothing in this Order shall be construed in any way as a finding that information designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION” actually is “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION.” Any party may object, in writing, to the designation by another party by specifying the information in issue and its grounds for questioning the designation. A party shall not be obligated to challenge the propriety of a designation at the time made, and a failure to do so shall not preclude any subsequent challenge. In the event that any party to the Wisconsin AWP Litigation disagrees at any point in these proceedings with the designation by the producing party, the parties shall try first to resolve said dispute in good faith on an informal basis. If the parties cannot resolve the dispute within twenty-one (21) days of service of a written objection, the party that designated the information may file a motion for a protective order within twenty-one (21) days after the parties’ informal attempts at resolution have concluded. The information, documents or materials shall continue to receive the protection of their designation until the Court rules on the motion. The party that designated the information “CONFIDENTIAL” or “HIGHLY

CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION” shall have the burden of demonstrating the propriety of its designation.

24. Nothing herein shall be construed to be an admission of relevance or to affect, in any way, the admissibility of any documents, testimony or other evidence in the Wisconsin AWP Litigation. This Qualified Protective Order is without prejudice to the right of any party to bring before the Court at any time the question of whether any particular information is or is not discoverable or admissible.

25. Nothing in this Qualified Protective Order shall bar or otherwise restrict any attorney herein from tendering advice to clients with respect to the Wisconsin AWP Litigation and in the course thereof, referring to or relying upon the attorney’s examination of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” so long as the attorney does not disclose “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION.”

26. The inadvertent or mistaken disclosure by a producing party of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” shall not constitute a waiver of any claim of confidentiality except where: (a) the producing party notifies a receiving party in writing of such inadvertent or mistaken disclosure within ten (10) business days of becoming aware of such disclosure and, (b) within thirty (30) days of such notice, the producing party fails to provide properly redesignated documents to the receiving party. During the thirty (30) day period after notice, the materials shall be treated as designated in the producing party’s notice. Upon receipt of properly redesignated documents, the receiving party shall return all unmarked or incorrectly designated documents and other materials to the producing party within five (5) business days. The

receiving party shall not retain copies thereof and shall treat information contained in said documents and materials and any summaries or notes thereof as appropriately marked pursuant to the producing party's notice.

27. Should any "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information or "CONFIDENTIAL HEALTH INFORMATION" be disclosed, through inadvertence or otherwise, by a receiving party to any person or party not authorized under this Qualified Protective Order, then the receiving party shall:

(a) use its best efforts to obtain the return of any such "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information or "CONFIDENTIAL HEALTH INFORMATION" and to bind such person or party to the terms of this Qualified Protective Order;

(b) within seven (7) business days of the discovery of such disclosure, inform such person of all provisions of this Qualified Protective Order and identify such person or party to the producing party; and

(c) request such person or party to sign the Certification attached hereto as Exhibit A or B. The executed Certification shall be served upon counsel for the producing party within ten (10) business days of its execution by the party to whom the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information or "CONFIDENTIAL HEALTH INFORMATION" was inadvertently disclosed. Nothing in this Paragraph is intended to limit the remedies that the producing party may pursue for breach of this Qualified Protective Order.

28. A producing person or entity who is not a party in the Wisconsin AWP Litigation shall be entitled to the protections afforded herein by signing a copy of this Qualified

Protective Order and serving same on all counsel of record. Thereafter, a producing person or entity may designate as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information or "CONFIDENTIAL HEALTH INFORMATION" only testimony, information, documents or things that such producing person or entity has produced or provided in the Wisconsin AWP Litigation.

29. This Qualified Protective Order shall survive the termination of the Wisconsin AWP Litigation and the transferred actions and shall continue in full force and effect thereafter.

30. Within sixty (60) days after final termination of the Wisconsin AWP Litigation including resolution of all appellate proceedings, counsel for the receiving party shall either: (a) return all "CONFIDENTIAL HEALTH INFORMATION" in his/her possession, custody or control or in the custody of any authorized agents, outside experts and consultants retained or utilized by counsel for the receiving party to counsel for the party who has provided such "CONFIDENTIAL HEALTH INFORMATION" in discovery; or (b) certify the destruction thereof to the Court and to producing party's counsel. "CONFIDENTIAL HEALTH INFORMATION" reflected in computer databases or backup tapes or any other electronic form shall be erased by the receiving party.

31. After final termination of this action, including the resolution of all appellate proceedings, the outside counsel for a named party may each retain one copy of deposition transcript and exhibits, Court transcripts and exhibits, and documents and other materials submitted to the Court. Nothing herein shall require the return or destruction of attorney work product. Such materials shall continue to be treated as designated under this Qualified Protective Order.

32. Within sixty (60) days after final termination of Wisconsin AWP litigation, at the request of the producing party, counsel for the receiving party either shall (a) return all additional "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information in his/her possession, custody or control or in the custody of any authorized agents, outside experts and consultants retained or utilized by counsel for the receiving party to counsel for the party who has provided such "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information in discovery or (b) certify destruction thereof to the producing party's counsel. As to "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information reflected in computer databases or backup tapes or any other electronic form, the receiving party shall erase all such "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information.

33. If information subject to a claim of attorney-client privilege or work product privilege is inadvertently or mistakenly produced, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claims of privilege for such information. If a party has inadvertently or mistakenly produced information subject to a claim of privilege, upon written request made by the producing party within twenty-one(21) days of discovery of such inadvertent or mistaken production, the information for which a claim of inadvertent production is made, including all copies, shall be returned within seven (7) business days of such request unless the receiving party intends to challenge the producing party's assertion of privilege. All copies of inadvertently or mistakenly produced documents shall be destroyed, and any document or material information reflecting the contents of the inadvertently produced information shall be expunged. If a receiving party objects to the return of such information within the seven (7) business day period described above, the producing party may move the Court for an order compelling the return of such information. Pending the Court's

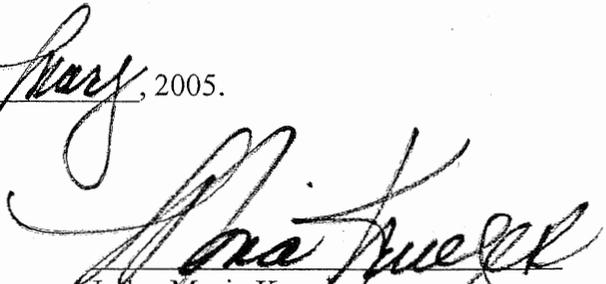
ruling, a receiving party may retain the inadvertently or mistakenly produced documents in a sealed envelope and shall not make any use of such information.

34. Nothing in this Qualified Protective Order shall prevent any party from applying to the Court for relief therefrom, or from applying to the Court for further or additional protective orders or for a modification of this Qualified Protective Order.

35. It is further ordered that any and all information designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or "CONFIDENTIAL HEALTH INFORMATION" shall be exempt from disclosure pursuant to any and all requests made by any individual or entity under the Wisconsin Open Records act, Wis. Stat. § 19.31 to any and all agency, arm or affiliated entity of the State of Wisconsin, including, but limited to, the plaintiff, pursuant to the provisions of said Act permitting such exemption and all other applicable law.

36. It is further ordered that all pleadings, memoranda or other documents filed in court shall be treated as public regardless of the terms of this order unless the counsel for the party seeking protection certifies and explains why the materials are confidential. To the extent that a brief or other document contains some confidential information, it shall be redacted in a public version.

Entered this 11<sup>th</sup> day of May, 2005.

  
Judge Moria Krueger  
Dane County Circuit Court  
04 CV 1709

TENDERED BY:

\_\_\_\_\_  
PEGGY A. LAUTENSCHLAGER

Attorney General  
State Bar #1002188

MICHAEL R. BAUER  
Assistant Attorney General  
State Bar #1003627

CYNTHIA R. HIRSCH  
Assistant Attorney General  
State Bar #1012870

FRANK D. REMINGTON  
Assistant Attorney General  
State Bar #1001131

Wisconsin Department of Justice  
Post Office Box 7857  
Madison, Wisconsin 53707-7857  
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State of Wisconsin

Cc: All Counsel of Record

**CERTIFICATION – EXHIBIT A**

I hereby certify that I have read the attached Qualified Protective Order entered by the Dane County Circuit Court in *State of Wisconsin v. Amgen Inc., et al., Dane County Circuit Court Case Number 04-CV-1709*, on \_\_\_\_\_ (the “Order”), and I agree that I will not reveal “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION,” to, or discuss such with, any person who is not entitled to receive “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” in accordance with the Order, and I will use “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” only for the purposes of facilitating the prosecution or defense of the Wisconsin AWP Litigation and not for any business or other purpose. I will otherwise keep all “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” confidential in accordance with this Order.

I agree that the Dane County Circuit Court has jurisdiction to enforce the terms of the Order, and I consent to jurisdiction of that Court over my person for that purpose. I will otherwise be bound by the strictures of the Order.

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Employer]

\_\_\_\_\_  
[Address]

## IN-HOUSE COUNSEL CERTIFICATION – EXHIBIT B

I hereby certify that I have read the attached Qualified Protective Order entered by the Dane County Circuit Court in *State of Wisconsin v. Amgen Inc., et al., Dane County Circuit Court Case Number 04-CV-1709*, on \_\_\_\_\_, (the “Order”), and I agree that I will not reveal “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” to, or discuss such with, any person who is not entitled to receive “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” in accordance with the Order, I will use “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information or “CONFIDENTIAL HEALTH INFORMATION” only for the purposes of facilitating the prosecution or defense of the Wisconsin AWP Litigation and not for any business or other purpose. I will otherwise keep all “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL” information and “CONFIDENTIAL HEALTH INFORMATION” confidential in accordance with this Order.

I agree that I will only review “HIGHLY CONFIDENTIAL” information in the offices of outside counsel or other location designated by outside counsel. I will not remove such information from outside counsel’s office or other location designated by outside counsel, nor make copies of or maintain any “HIGHLY CONFIDENTIAL” information at the offices at which I work.

My professional relationship with the party I represent and its personnel is strictly one of legal counsel. Although I may attend meetings where others discuss competitive decision-making, I am not involved in competitive decision-making (as discussed in *U.S. Steel Corp. v. United States*, 730 F.2d 1465 (Fed. Cir. 1984) and *Matsushita Elec. Indus. Co. v. United States*, 929 F.2d 1577 (Fed. Cir. 1991), for or on behalf of the party I represent or any other party that might gain a competitive advantage from access to the material disclosed under the Order.

Other than legal advice, I do not provide advice or participate in any decisions of such parties in matters involving similar or corresponding information about a competitor. This means that I do not, other than providing legal advice, for example, provide advice concerning decisions about pricing, marketing or advertising strategies, product research and development, product design or competitive structuring and compositions of bids, offers, or proposals, with respect to which the use of "HIGHLY CONFIDENTIAL" information could provide a competitive advantage.

I have attached a detailed narrative providing the following information: (a) my position and responsibilities as in-house counsel; and (b) the person(s) to whom I report, and their position(s) and responsibilities.

I further agree that the Dane County Circuit Court has jurisdiction to enforce the terms of the Order and I consent to jurisdiction of that Court over my person for that purpose. I will otherwise be bound by the strictures of the Order.

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Employer]

\_\_\_\_\_  
[Address]