

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

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

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

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

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

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

GENERAL OBJECTIONS

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

1. AstraZeneca objects to the Requests to the extent that they seek information, documents, or admissions that are neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence. AstraZeneca further objects to the Requests to the extent that they seek information not limited to AstraZeneca's practices in Wisconsin.

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

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

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

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

6. AstraZeneca objects to the Requests to the extent that they call for the production of information or documents that are protected from disclosure by the work-product doctrine, attorney-client privilege, accountant-client privilege, consulting expert privilege, investigative privileges, any common interest or joint defense agreement, or any other applicable privilege or protection. To the extent that any such protected material is inadvertently disclosed or produced in response to the Requests, the disclosure or production of such material shall not constitute a

waiver of AstraZeneca's right to assert the applicability of any privilege or immunity to the material, and AstraZeneca demands that any such material be returned to AstraZeneca's counsel immediately upon discovery thereof.

7. AstraZeneca objects to the Requests to the extent that they call for the production of information or documents not within its possession, custody, or control or that are more appropriately sought from third parties to whom requests have been or may be directed.

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

9. AstraZeneca objects to the Requests to the extent that they call for the disclosure of proprietary, commercially sensitive, or other confidential information, the probative value of which is outweighed by AstraZeneca's interest in preserving its confidentiality. Any such materials produced will be subject to the Protective Order entered in this matter. AstraZeneca further objects to the disclosure, under any circumstance, of trade secret information and hereby asserts each and every applicable privilege and rule governing confidentiality to the fullest extent provided by law.

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

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

12. AstraZeneca objects to the Requests to the extent they seek information or documents outside the time period relevant to this action, or after the filing of the initial

Complaint on June 3, 2004. The production of any documents or the provision of any other information by AstraZeneca that pre-dates or post-dates the relevant time period shall not be deemed to constitute a waiver of this objection.

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

14. AstraZeneca objects to the Requests to the extent that they are argumentative.

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

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

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

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

AstraZeneca makes the following objections to Plaintiff's definitions and instructions in

the Requests, which are incorporated by reference in each and every specific response below:

1. AstraZeneca objects to the definition of “you,” “your,” and “your company” as set forth in Definition No. 1 on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous. AstraZeneca further objects to this definition to the extent that it purports to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca’s obligations under Wisconsin statutes or other applicable law. AstraZeneca objects to this definition to the extent that it seeks to impose an obligation on AstraZeneca to provide information that is not in the possession, custody, or control of AstraZeneca, and insofar as it purports to require AstraZeneca to speculate concerning the identities of individuals and business entities included in these definitions. AstraZeneca also objects to this definition to the extent that it purports to require AstraZeneca to search files other than its own and seeks the production of information and documents protected from disclosure under the attorney-client privilege, the work-product doctrine, the joint defense privilege, the common interest doctrine, or any other legally recognized privilege, immunity or exemption from discovery.

2. AstraZeneca objects to the definition of “document” as set forth in Definition No. 2 to the extent it seeks to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca’s obligations under Wisconsin statutes or other applicable law. AstraZeneca further objects to this definition to the extent that it requires or seeks to require AstraZeneca: (i) to produce documents or data in a particular form or format; (ii) to convert documents or data into a particular or different file format; (iii) to produce data, fields, records, or reports about produced documents or data; (iv) to produce documents or data on any particular media; (v) to search for and/or produce any documents or data on back-up tapes; (vi) to produce any proprietary software, data, programs, or databases; or (vii) to violate any licensing agreement or

copyright laws.

3. AstraZeneca objects to the Instructions to the extent that they purport to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca's obligations under Wisconsin statutes or other applicable law.

SPECIFIC RESPONSES AND OBJECTIONS

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

DOCUMENT REQUESTS

REQUEST FOR PRODUCTION NO. 23: Attached hereto as Exh. 1 is a copy of a blank form entitled "HDMA Standard Product Information Pharmaceutical Products." Please produce all such forms that you have completed (as to any or all of the information on such forms) for any of your drugs from January 1, 1991 to the present as well as all documents that identify each person or entity, if any (including but not limited to Cardinal Health, McKesson Corporation, or Amerisource Bergen Corporation, or any of their predecessor entities), to whom you sent or provided any such forms and the dates that you sent or provided such forms to any such person or entity.

ANSWER: In addition to its General Objections, which are incorporated herein by reference, AstraZeneca objects to Request No. 23 on the grounds that it is overly broad and unduly burdensome. AstraZeneca also objects to this Request to the extent it seeks documents outside the time period relevant to this action and regarding AstraZeneca drugs that are not at issue in this action. Subject to and without waiving its General and Specific Objections, AstraZeneca will conduct a reasonable search and produce non-privileged documents, if any exist, responsive to this Request.

REQUEST FOR PRODUCTION NO. 24: Any documents reflecting communications with drug wholesalers (including but not limited to Cardinal Health, McKesson Corporation, or

Amerisource Bergen Corporation, or any of their predecessor entities) relating to: (a) AWP, SWP, WAC, MAC, FUL, or direct price; or (b) any pricing compendia including but not limited to First DataBank, Medispan, and Red Book.

ANSWER: In addition to its General Objections, which are incorporated herein by reference, AstraZeneca objects to Request No. 24 on the grounds that it is overly broad and unduly burdensome. Subject to and without waiving its General and Specific Objections, AstraZeneca states that documents responsive to this request are included in the MDL production which has been produced to Wisconsin in this matter. AstraZeneca will conduct a reasonable search for additional non-privileged documents, if any exist, responsive to this Request.

REQUEST FOR PRODUCTION NO. 25: Documents relating to any contract or agreement, with any health-care provider (including but not limited to retail pharmacies (chain or independent), doctors, or long-term care facilities) to share in the profits earned by such provider in connection with the provider's sale or dispensing of any of your prescription drugs.

ANSWER: In addition to its General Objections, which are incorporated herein by reference, AstraZeneca objects to Request No. 25 on the grounds that it is overly broad and unduly burdensome. AstraZeneca further objects to this Request on the grounds that it is vague and ambiguous. Subject to and without waiving its General and Specific Objections, AstraZeneca states that it is not aware of any documents responsive to this Request.

Dated this 21st day of August 2008.

By:



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CERTIFICATE OF SERVICE

I, Barbara A. Neider, hereby certify that on this 21st day of August 2008, a true and correct copy of **ASTRAZENECA'S RESPONSES AND OBJECTIONS TO PLAINTIFF'S EIGHTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO ALL DEFENDANTS** was served on all counsel of record by LexisNexis File & Serve®.

/s/ Barbara A. Neider
Barbara A. Neider