
STATE OF WISCONSIN,

Plaintiff,

v.

Case No. 04-CV-1709

AMGEN, INC., et al.,

Defendants.

**ASTRAZENECA PHARMACEUTICALS LP'S AND ASTRAZENECA
LP'S RESPONSES AND OBJECTIONS TO PLAINTIFF STATE
OF WISCONSIN'S SIXTH SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO ALL DEFENDANTS**

Pursuant to Wis. Stat. §§ 804.01 and 804.09, defendants AstraZeneca Pharmaceuticals LP and AstraZeneca LP ("AstraZeneca"), by their attorneys, hereby assert the following responses and objections to Plaintiff's Sixth Set for Requests for Production of Documents to All Defendants ("Requests") as follows:

PRELIMINARY STATEMENT

1. The responses and objections supplied herein are for use in this litigation and for no other purpose and are supplied subject to that limitation.
2. AstraZeneca's responses are made without in any way waiving or intending to waive: (i) any objections as to the competency, relevancy, materiality, propriety, privilege, or admissibility as evidence, for any purpose, of any information or documents produced in response to the Requests; (ii) the right to object on any ground to the use of the documents or information produced in response to the Requests at any hearings or at trial; (iii) the right to object on any ground at any time to a demand for further responses to the Requests; or (iv) the

right at any time to revise, correct, add to, supplement, or clarify any of the responses contained herein.

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

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

4. AstraZeneca's responses are made based upon a reasonable and diligent investigation. Discovery and investigation in this matter are ongoing. AstraZeneca reserves the right to amend its responses and to raise any additional objections it may have in the future.

5. AstraZeneca's responses are made based upon the typical or usual interpretation of words contained in the Requests, unless a specific definition or instruction has been provided and/or agreed upon.

6. AstraZeneca's responses to the Requests contain information subject to the Protective Order in this litigation and must be treated accordingly.

GENERAL OBJECTIONS

AstraZeneca objects generally to the Requests as follows:

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

2. AstraZeneca objects to the Requests to the extent that they call for the identification or production of documents or information that are not relevant to the subject matter involved in the pending action.

3. AstraZeneca objects to the Requests to the extent that they call for the identification or production of documents or information that are not reasonably calculated to lead to the discovery of admissible evidence.

4. AstraZeneca objects to the Requests to the extent that they are overly broad, unduly burdensome, ambiguous, or vague.

5. AstraZeneca objects to the Requests to the extent that they call for the production of documents or information that are protected from disclosure by the work product doctrine, the attorney-client, accountant-client, consulting expert, or investigative privileges, by any common interest or joint defense agreement, or by any other applicable privilege or protection. To the extent that any such protected documents or information are inadvertently produced in response to the Requests, the production of such documents or information shall not constitute a waiver of AstraZeneca's right to assert the applicability of any privilege or immunity to the documents or information, and AstraZeneca demands that any such document or information be returned to AstraZeneca's counsel immediately upon discovery thereof.

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

7. AstraZeneca objects to the Requests to the extent that they call for information that is confidential, proprietary, and/or a trade secret. Any such materials produced will be subject to the Protective Order in this action.

8. AstraZeneca objects to the Requests to the extent that they seek disclosure of information that is a matter of public record, is equally available to the Plaintiff, or is already in the possession of the Plaintiff.

9. AstraZeneca objects to any implications and to any explicit or implicit characterization of facts, events, circumstances, or issues in the Requests. AstraZeneca's response that it will produce documents in connection with a particular Request is not intended to indicate that AstraZeneca agrees with any implication or any explicit or implicit characterization of facts, events, circumstances, or issues in the Requests or that such implications or characterizations are relevant to this action.

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

11. AstraZeneca objects to the definition of "document," as set forth in Definition No. 2, on the grounds that this definition is overly broad, unduly burdensome, vague, and ambiguous. AstraZeneca further objects to this definition to the extent that it seeks to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca's obligations under Wisconsin statutes or other applicable law. AstraZeneca also 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.

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

SPECIFIC RESPONSES AND OBJECTIONS

DOCUMENT REQUEST NO. 20: The following documents relating to the Together RX programs:

- (a) contracts or written agreements with providers (including doctors and retail pharmacies);
- (b) documents identifying or relating to the reimbursement to participating providers (including doctors and retail pharmacies) for the ingredient cost of covered prescription drugs, including but not limited to, any formula for reimbursement based on the average wholesale price (“AWP”) of such drugs;
- (c) documents identifying or relating to the amount of the dispensing fee paid to participating providers (including doctors and retail pharmacies) for covered prescription drugs;
- (d) documents identifying or relating to the eligibility requirements for participation in the Together RX programs; and
- (e) documents identifying your prescription drugs covered by the Together Rx programs.

RESPONSE TO REQUEST NO. 20: In addition to its general objections, which are incorporated herein by reference, AstraZeneca objects to Request No. 20 on the grounds that it is overly broad and unduly burdensome. AstraZeneca further objects to Request No. 20 to the extent it seeks information that is not relevant to the claims or defenses of any party in this action, is immaterial or is otherwise not reasonably calculated to lead to the discovery of admissible evidence. The complaint in the above-referenced action includes no references to the Together Rx program. The State’s Motion for Partial Summary Judgment On Liability Against AstraZeneca LP and AstraZeneca Pharmaceuticals LP With Respect to Counts I and II of Wisconsin’s Second Amended Complaint, filed August 30, 2007, similarly does not relate in any way to the Together Rx program. Further, the Request references the website for the Together Rx program, which specifically notes that savings under the program do not apply to prescription drugs reimbursed under any federal or state prescription drug assistance program. See

<http://www.togetherrxaccess.com/Tx/jsp/legal.jsp>. AstraZeneca also objects to the Request to the extent that it seeks documents relating to “covered prescription drugs” and “[AstraZeneca’s] prescription drugs covered by the Together Rx programs” without regard to whether such drugs are at issue in this action. Subject to and without waiving the foregoing general and specific objections, AstraZeneca states that it has already produced, in response to a prior request that was overly broad, more than 15,000 pages of documents responsive to this Request.

DOCUMENT REQUEST NO. 21: All documents relating to any program of yours that provides, or is marketed as providing, a discount or savings to consumers for any of your prescription drugs. Examples of such programs are the Novartis Savings Program a/k/a the Novartis Care Plan (Novartis Care Card), Pfizer for Living Program (Pfizer Share Card), Pfizer U Share Prescription Drug Discount Card, and the GlaxoSmithKline Orange Card. This request includes, but is not limited to, the following documents:

- (a) contracts or written agreements with providers (including doctors and retail pharmacies);
- (b) documents identifying or relating to the reimbursement to participating providers (including doctors and retail pharmacies) for the ingredient cost of covered prescription drugs, including but not limited to, any formula for reimbursement based on the AWP of such drugs;
- (c) documents identifying or relating to the amount of the dispensing fee paid to participating providers (including doctors and retail pharmacies) for covered prescription drugs;
- (d) documents identifying or relating to the eligibility requirements for participation in the program; and
- (e) documents identifying your prescription drugs covered by the program.

RESPONSE TO REQUEST NO. 21: In addition to its general objections, which are incorporated herein by reference, AstraZeneca objects to Request No. 21 on the grounds that it is vague, ambiguous and overly broad. In particular, AstraZeneca notes that the following terms or phrases are vague, ambiguous and undefined: “any program of yours that provides, or is marketed as providing,” “a discount or savings,” and “consumers.” AstraZeneca further objects

to Request No. 21 on the grounds that it seeks information relating to AstraZeneca programs, the specific operation of which is not the subject of any allegations in the complaint. AstraZeneca also objects to the Request to the extent that it seeks documents relating to “any of [AstraZeneca’s] prescription drugs,” “covered prescription drugs” and “[AstraZeneca’s] prescription drugs covered by the program” without regard to whether such drugs are at issue in this action. In light of the vagueness and over breadth of this Request and absent an explanation from the State as to the relevance of this Request to its claims, AstraZeneca objects to this Request as unduly burdensome.

Dated this 13th day of February , 2008.

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CERTIFICATE OF SERVICE

I, BARBARA A. NEIDER, hereby certify that on February 13, 2008, a true and correct copy of the foregoing Responses and Objections to Plaintiff State of Wisconsin's Sixth Set of Requests For Production of Documents to All Defendants was served upon all counsel of record via electronic service pursuant to Case Management Order No. 1 by causing a copy to be sent to Lexis/Nexis File & Serve for posting and notification.

A handwritten signature in cursive script that reads "Barbara A. Neider". The signature is written in black ink and is positioned above a solid horizontal line.

Barbara A. Neider