

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 SEVENTH 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 Seventh 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.

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 22: All documents relating to your purchase, license, or receipt, of pricing information, including but not limited to AWP's or wholesale acquisition costs ("WACs") from First DataBank, Red Book, or Medispan for your drugs or the drugs of your competitors, including but not limited to contracts or license agreements. This request includes, but is not limited to, your purchase, license, or receipt of First DataBank's National Drug Data File ("NDDF"). In addition, this request includes, but is not limited to, contracts or license agreements between you and First DataBank, Red Book, or Medispan, as well as contracts or license agreements between you and any other party that provides pricing information from First DataBank, Red Book, or Medispan (for example, agreements between you and DMD America, in connection with its "AnalySource" product).

RESPONSE: In addition to its General Objections, which are incorporated herein by reference, AstraZeneca objects to this Request on the grounds that it is overly broad, unduly burdensome, vague and ambiguous. AstraZeneca further objects to this Request to the extent it seeks documents that are neither relevant to the State's claims nor reasonably calculated to lead to the discovery of admissible evidence. Specifically, AstraZeneca objects to this request on the ground that it seeks information regarding

contracts with Red Book, Medispan, and other entities; it is AstraZeneca's understanding that the State only uses information from First DataBank in connection with reimbursements. AstraZeneca further objects to the Request to the extent it is not limited by time period and seeks "all documents" and all documents "relating to" the topic of the Request.

Subject to and without waiving its general and specific objections, AstraZeneca agrees to undertake a reasonable search and produce contracts between AstraZeneca and First DataBank to the extent any exist.

Dated this 5th day of March, 2008.

STAFFORD ROSENBAUM LLP

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CERTIFICATE OF SERVICE

I, BRIAN E. BUTLER, hereby certify that on March 5, 2008, a true and correct copy of the foregoing Responses and Objections to Plaintiff State of Wisconsin's Seventh Set of Requests for Production of Documents to All Defendants by AstraZeneca Pharmaceuticals LP and AstraZeneca LP 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.

 /s/ Brian E. Butler
Brian E. Butler