
STATE OF WISCONSIN,

Plaintiff,

v.

Case No. 04-CV-1709

AMGEN, INC., et al.,

Defendants.

ASTRAZENECA PHARMACEUTICALS LP'S AND ASTRAZENECA LP'S RESPONSES
TO PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to Wisconsin Stat. § 804.09, Defendants AstraZeneca Pharmaceuticals LP and AstraZeneca LP (“AstraZeneca”), by their attorneys, object and respond as follows to Plaintiff’s Second Requests for Production of Documents to Defendants AstraZeneca Pharmaceuticals, LP and AstraZeneca LP (the “Request”).

1. These responses and objections are made solely for the purposes of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety, and admissibility, and to any and all other objections that may be applicable at a trial or other hearing or proceeding, all of which objections and grounds are expressly reserved and may be interposed at the time of trial.

2. 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 Request is accurate or complete.

3. AstraZeneca's responses are made based upon reasonable and diligent investigation conducted to date. Discovery and investigation in this matter are ongoing, and AstraZeneca reserves the right to amend its responses and to raise any additional objections it may have in the future. These responses are made based upon the typical or usual interpretation of words contained in the Request, unless a specific definition or instruction has been provided and/or agreed upon.

GENERAL OBJECTIONS

AstraZeneca objects generally to the Request as follows:

1. AstraZeneca objects to the Request on the ground that it seeks to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca's obligations under Wisconsin statutes or other applicable law.

2. AstraZeneca objects to the Request on the ground that it is not limited to the drugs at issue in this case. Any documents produced by AstraZeneca in response to the Request will be limited to the drugs at issue in this case, as reflected in Exhibit A attached to the May 20, 2005 letter from Robert S. Libman to Kristi T. Prinzo.

3. AstraZeneca objects to the Request on the ground that it is vague and ambiguous, unduly burdensome, overly broad, oppressive and duplicative, and seeks documents that are neither relevant to the issues presented in this case nor reasonably calculated to lead to the discovery of admissible evidence.

4. AstraZeneca objects to the Request on the ground that it seeks information that is protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or

by any other applicable privilege or protection. To the extent that any such protected information or documents are inadvertently produced in response to the Request, 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.

5. AstraZeneca objects to the Request on the ground that it calls for production of documents or information not within its possession, custody, or control.

6. AstraZeneca objects to the Request on the ground that the specified time period is overly broad and unduly burdensome. Any documents produced by AstraZeneca in response to the Request will be limited to documents created during the time period covered by the relevant statutes of limitations and up through June 3, 2004.

7. AstraZeneca objects to the Request on the ground that it calls for production of a trade secret, proprietary, commercially sensitive, or other confidential information. Any such materials produced will be subject to the Protective Order entered in this action.

8. AstraZeneca objects to any implications and to any explicit or implicit characterization of facts, events, circumstances, or issues in the Request. AstraZeneca's response that it will produce documents in connection with the 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 Request or that such implications or characterizations are relevant to this action.

9. AstraZeneca expressly incorporates the above General Objections into its specific

response to the Request set forth below as if set forth in full therein. The response to the Request shall not operate as a waiver of any applicable specific or general objection to the Request.

OBJECTIONS TO DEFINITIONS

1. AstraZeneca objects to the definition of “document” as set forth in Definition No. 1 as overly broad, unduly burdensome, vague and ambiguous. AstraZeneca further objects to this definition on the ground that it seeks to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca’s obligations under the Wisconsin statutes or other applicable law.

2. AstraZeneca objects to the definition of “Incentive” as set forth in Definition No. 3 as overly broad, unduly burdensome, vague and ambiguous. AstraZeneca further objects to this definition as it purports to require the production of information that is neither relevant to the issues presented in this case nor reasonably calculated to lead to the discovery of admissible evidence.

SPECIFIC RESPONSES AND OBJECTIONS

Subject to the foregoing General Objections, and without waiving and expressly preserving all such objections that are incorporated by reference in the response below, AstraZeneca responds to Plaintiff’s Request as follows:

REQUEST NO. 7: All documents relating to any Incentive that AstraZeneca has provided, or offered to provide, to any retail pharmacy, including but not limited to the following:

- a. Documents that describe or identify the nature of each Incentive or the conditions under which each Incentives [sic] was provided to any retail pharmacy (for example, if a certain market share is achieved);
- b. Documents that describe or identify the specific drugs for which AstraZeneca has provided, or has offered to provide, any Incentive to any retail pharmacy;

- c. Documents that describe or identify each retail pharmacy to which AstraZeneca has provided, or offered to provide, any Incentive;
- d. Documents that describe or identify the time period for which AstraZeneca provided, or offered to provide, any Incentive to a retail pharmacy;
- e. Documents that identify the amount of each Incentive the [sic] AstraZeneca provided or offered to provide to each retail pharmacy;
- f. All correspondence between AstraZeneca and any retail pharmacy regarding any Incentive that AstraZeneca provided or offered to provide;
- g. Documents relating to consultants (including but not limited to Adheris) retained by AstraZeneca in connection with any Incentive that AstraZeneca provided or offered to provide to any retail pharmacy.

As used in this request, the term “Incentive” includes, but is not limited to, the following programs about which AstraZeneca 30(b)(6) designee Kathleen Zemanek testified at deposition in *In re Pharmaceutical Industry Average Wholesale Price Litigation*, Civil Action No. 01-cv-12257 (MDL No. 1456) (D. Mass.), on June 1, 2005 (see pages 53-57, and 98-113 of that deposition transcript, BATES AZ_WI0042434-AZ_WI0042438 and AZ_WI0042479-AZ_WI0042494):

Adherence programs

Nexium Adherence Program

Crestor Adherence Program

Zestril Adherence Program

Market share programs

Performance Incentive Rebate Contract (“PIRC”) Market Share program

Zestril PIRC program

Accolate PIRC program

Nolvadex PIRC program

Zomig PIRC program

Zestril Incentive Performance Program ("ZIPP")

Product Conversion Programs

RESPONSE TO REQUEST NO. 7: Subject to and without waiving the foregoing General Objections and Objections to Definitions, AstraZeneca states that documents responsive to this Request are included within AstraZeneca's production in MDL 1456, a copy of which AstraZeneca has already agreed to provide to the State; and AstraZeneca further states that the transactional sales data that it has agreed to produce for the drugs at issue also include information responsive to this Request. Subject to and without waiving its General Objections and Objections to Definitions, AstraZeneca will produce exemplar contracts with retail pharmacies in force during the relevant time period to the extent such contracts relate to the drugs at issue in this case.

Dated this 28th day of November, 2007.

STAFFORD ROSENBAUM LLP

By Barbara A. Neider

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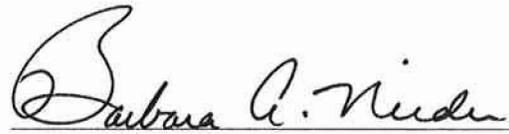
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CERTIFICATE OF SERVICE

I hereby certify that on November 28, 2007, a true and correct copy of AstraZeneca Pharmaceuticals LP's and AstraZeneca LP's Responses to Plaintiff's Second Set of Requests for Production of Documents was served upon all counsel of record via Lexis-Nexis File and Serve.


Barbara A. Neider