
STATE OF WISCONSIN,)	
)	
Plaintiff,)	Case No.: 04-CV-1709
)	
v.)	
)	
ABBOTT LABORATORIES, et. al.,)	
)	
Defendants.)	
)	

**AMGEN INC.'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, defendant Amgen Inc. ("Amgen"), by its attorneys, objects and responds to Plaintiff's Seventh Set of Requests for Production of Documents to All Defendants ("Requests") as follows:

PRELIMINARY STATEMENT

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. Amgen'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.

3. Amgen's responses are made based upon reasonable and diligent investigation conducted to date. Discovery and investigation in this matter are ongoing and Amgen 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 Requests, unless a specific definition or instruction has been provided and/or agreed upon.

4. Amgen's responses to the Requests contain information subject to the Protective Order entered on November 29, 2005 in this matter and must be treated accordingly.

5. Amgen is responding on its own behalf, and not on behalf of Immunex Corporation, a wholly-owned subsidiary, which has been named as a separate defendant in these proceedings and is separately represented by counsel.

GENERAL OBJECTIONS

Amgen objects generally to the Requests as follows:

1. Amgen objects to Plaintiff's "Definitions" and "Instructions" to the extent Plaintiff intends to expand upon or alter Amgen's obligations under the Wisconsin Rules of Civil Procedure. Amgen will comply with applicable rules of civil procedure in providing its responses and objections to the Requests.

2. Amgen objects to the definition of "Documents" on the grounds that it is vague and ambiguous and to the extent that it seeks to impose obligations beyond those imposed by the applicable Wisconsin Rules of Civil Procedure. Amgen further objects to this definition to the extent that it purports to require Amgen to identify or produce documents or data in a particular form or format, to convert documents or data into a particular file format, to produce documents or data on any particular media, to search for and/or produce or identify documents or data on back-up tapes, to produce any proprietary software, data,

programs or databases, to violate any licensing agreement or copyright laws, or to produce data, fields, records, or reports about produced documents or data. The production of any documents or data or the provision of other information by Amgen as an accommodation to Plaintiff shall not be deemed to constitute a waiver of this objection.

3. Amgen objects to the extent that any Request seeks information that is 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 these Requests, the production of such documents or information shall not constitute a waiver of Amgen's right to assert the applicability of any privilege or immunity to the documents or information, and Amgen demands that any such document or information be returned to Amgen's counsel immediately upon discovery thereof. Amgen agrees to prepare and provide Plaintiff with a listing or log of documents withheld on the grounds of privilege at the conclusion of its final production.

4. Amgen objects to each Request to the extent that it calls for production of documents or information not within its possession, custody, or control. In responding to these requests, Amgen has undertaken or will undertake a diligent and reasonable search of documents and information within Amgen's current possession, custody, or control.

5. Amgen objects to each Request to the extent that it calls for information that is confidential, proprietary, and/or a trade secret of a third party. Any such materials produced will be subject to the Protective Order entered in this action.

6. Amgen objects to any implications and to any explicit or implicit characterization of facts, events, circumstances, or issues in these Requests. Amgen's response that it will produce documents in connection with a particular Request is not

intended to indicate that Amgen 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.

7. Amgen objects to the definition of the time period covered by the Requests to the extent it encompasses any time period after June 3, 2004, the date Plaintiff filed its original Complaint in this case.

8. Amgen 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.

RESPONSES TO SPECIFIC REQUESTS

DOCUMENT REQUEST NO. 22: All documents relating to your purchase, license, or receipt, of pricing information, including but not limited to average wholesale prices (“AWPs”) 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 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 TO REQUEST NO. 22: In addition to its General Objections, which are incorporated herein by reference, Amgen objects to Document Request No. 22 on the grounds that it is overly broad and the following terms or phrases are vague, ambiguous and undefined: “purchase, license, or receipt,” “competitors,” “any other party that provides” and “pricing information.” Amgen 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.

Notwithstanding the foregoing General and Specific Objections, and without waiving them, Amgen agrees to produce its agreements with DMD America and First Databank, and invoices reflecting subscriptions to Red Book.

Dated: March 5, 2008

/s/ Jennifer A. Walker

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Certificate of Service

I certify that on March 5, 2008 a true and correct copy of the foregoing was served on all counsel of record by Lexis Nexis File & Serve®.

/s/ Laurice Y. Chen