

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT  
OF WISCONSIN**

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STATE OF WISCONSIN,	:	
	:	
Plaintiff,	:	Case No.: 05 C 408 C
	:	
- against -	:	
	:	
AMGEN, INC., <i>et al.</i> ,	:	
	:	
Defendants.	:	
	:	
-----	X	

**ASTRAZENECA PHARMACEUTICALS LP'S AND  
ASTRAZENECA LP'S RESPONSES TO  
PLAINTIFF'S FIRST SET OF DOCUMENT REQUESTS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, defendant AstraZeneca Pharmaceuticals LP and AstraZeneca LP (“AstraZeneca”), by its attorneys, hereby assert the following responses and objections to the First Set of Document Requests of Plaintiff, the State of Wisconsin, by its Attorney General, Peggy Lautenschlager (the “State”), as follows:

**GENERAL OBJECTIONS**

1. These responses are made without in any way waiving or intending to waive: (i) any objections as to the competency, relevancy, materiality, privilege, or admissibility as evidence, for any purpose, of any information or documents produced in response to these 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.

2. AstraZeneca has not completed its investigation and discovery relating to this case. The specific responses set forth below and any production made pursuant to these Requests are based upon, and necessarily limited by, information now available to AstraZeneca.

3. The information and documents supplied herein are for use in this litigation and for no other purpose and are supplied subject to that limitation.

4. AstraZeneca objects to these Requests to the extent that they seek documents and information that are neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence, or are overly broad, unduly burdensome, ambiguous, or vague.

5. AstraZeneca objects to these Requests to the extent that they call for the production of documents or information protected from disclosure under the attorney-client privilege, the work product doctrine, or any other legally recognized privilege, immunity, or exemption from discovery. 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 AstraZeneca's right to assert the applicability of any privilege or immunity to the documents or information, and AstraZeneca demands that any such documents or information be returned to AstraZeneca's counsel immediately upon discovery thereof.

6. AstraZeneca objects to these Requests to the extent they call for the production of trade secret, proprietary, commercially sensitive, or other confidential information. AstraZeneca will not produce any responsive information, including confidential business, trade secret, or proprietary information until an appropriate Protective

Order or Confidentiality Agreement has been entered in this case. However, AstraZeneca is willing to produce the documents and data referenced below if the State agrees to be bound by either: (a) the Temporary Qualified Protective Order entered in the State court action, *State of Wisconsin v. Amgen Inc. et al.*, No 04 CV 1709, (*Wis. Cir. Ct., Dane County*), on or about May 11, 2005, or (b) the Protective Order entered in the Multidistrict Litigation, *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456, No. 01 CV 12257 (PBS) (D. Mass.), on or about December 13, 2002.

7. AstraZeneca objects to these Requests to the extent that they seek documents and information not within AstraZeneca's possession, custody, or control.

8. AstraZeneca objects to these Requests to the extent that they seek to impose discovery obligations that are broader than, or inconsistent with, AstraZeneca's obligations under the Federal Rules of Civil Procedure, Wisconsin statutes, or other applicable law.

9. AstraZeneca objects to any implications and to any explicit or implicit characterization of facts, events, circumstances, or issues in these Requests. AstraZeneca's response that it will produce documents in connection with a particular Request, or that it has no responsive documents, 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. Subject to and without waiving any objection set forth herein, AstraZeneca will produce non-privileged, responsive documents and make them available for review, inspection and copying at the office of Stafford Rosenbaum LLP, 222 West Washington

Avenue, Suite 900, P.O. Box 1784, Madison, Wisconsin 53701-1784, unless other mutually agreeable arrangements are made.

11. AstraZeneca objects to the definition of “Average Manufacturer Price” and “AMP” as set forth in Definition No. 1 on the grounds that it is vague and ambiguous.

AstraZeneca incorporates by reference its objection (set forth below) to the definition of the term “Pharmaceutical.” AstraZeneca further objects to this definition to the extent that it purports to state an accurate or legally significant definition of AMP.

12. AstraZeneca objects to the definition of “Chargeback” as set forth in Definition No. 2 on the grounds that it is vague and ambiguous. AstraZeneca incorporates by reference its objection to the definition of the term “Pharmaceutical.”

13. AstraZeneca objects to the definition of “Defined Period of Time” as set forth in Definition No. 3 on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous, and incorporates by reference its objection to the definition of the term “Document.” AstraZeneca also objects to this definition to the extent that it seeks information from outside the statute of limitations applicable to the claims in this litigation, or beyond the time period relevant to this litigation.

14. AstraZeneca objects to the definition of “Document” as set forth in Definition No. 4 on the grounds that it is vague and ambiguous. AstraZeneca also 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 the Federal Rules of Civil Procedure, 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.

15. AstraZeneca objects to the definition of “Incentive” as set forth in Definition No. 5 on the grounds that it is overly broad, unduly burdensome, ambiguous, and vague. AstraZeneca incorporates by reference its objection to the definition of the term “Chargeback.” AstraZeneca further objects to this definition to the extent that it seeks information from beyond the time period relevant to this litigation.

16. AstraZeneca objects to the definition of “National Sales Data” in Definition No. 6 on the grounds that it is overly broad and unduly burdensome. AstraZeneca incorporates by reference its objection to the definition of the terms “Targeted Drugs” and “Incentives.” AstraZeneca objects to this definition to the extent that it refers to information not relevant to the State’s claims, which are limited to Wisconsin. AstraZeneca further objects to this definition to the extent that it seeks information from beyond the time period relevant in this litigation, or information about drugs not named in the Amended Complaint on the grounds that such information is neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence.

17. AstraZeneca objects to the definition of “Pharmaceutical” in Definition No. 7 on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous. AstraZeneca objects to this definition to the extent that it refers to information not relevant to the State’s claims, which are limited to Wisconsin. AstraZeneca further objects to this definition to the extent that it seeks information from beyond the time period relevant in this

litigation, or information about drugs not named in the Amended Complaint on the grounds that such information is neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence.

18. AstraZeneca objects to the definition of “Spread” as set forth in Definition No. 8 on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous. AstraZeneca incorporates by reference its objection to the definition of the term “Pharmaceutical.”

19. AstraZeneca objects to the definition of “Targeted Drugs” in the Requests and in the State’s letter from Robert Libman dated May 20, 2005 on the grounds that it is overly broad and unduly burdensome. AstraZeneca also objects to the definition in the Requests on the grounds that it is vague and ambiguous, particularly with respect to the language “you” and “total utilization.” AstraZeneca incorporates by reference its objection to the definition of the term “Defined Period of Time.” AstraZeneca further objects to this definition to the extent that it refers to information not relevant to the State’s claims, which are limited to Wisconsin. AstraZeneca also objects to this definition to the extent that it seeks information from beyond the time period relevant in this litigation, or information about drugs not named in the Amended Complaint on the grounds that such information is neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence.

20. AstraZeneca objects to the State’s demand, noted by an asterisk after Request Nos. 1, 2, and 4, to the extent that it imposes discovery obligations that are broader than, or inconsistent with, AstraZeneca’s obligations under the Federal Rules of Civil Procedure,

Wisconsin statutes, or other applicable law. AstraZeneca incorporates by reference its objection to the definition of the term “Document.”

**SPECIFIC RESPONSES AND OBJECTIONS TO  
REQUESTS FOR PRODUCTION OF DOCUMENTS**

**REQUEST NO. 1: All National Sales Data for each Targeted Drug during the Defined Period of Time.**

**RESPONSE TO REQUEST NO. 1:** In addition to the General Objections set forth above, AstraZeneca objects to Request No. 1 on the grounds that it is vague, ambiguous, overly broad, and unduly burdensome. AstraZeneca incorporates by reference its objections to the State’s definitions of the terms “National Sales Data,” “Targeted Drug,” and “Defined Period of Time.” Subject to the foregoing objections and General Objections, AstraZeneca will produce the sales data relating to Zoladex that was produced in the Multidistrict Litigation *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456, No. 01 CV 12257 (PBS) (D. Mass.).

**REQUEST NO. 2: All Documents containing AMPs as reported or calculated by you for the Targeted Drugs or a spread sheet or database showing all reported and calculated AMPs for each Targeted Drug over the Defined Period of Time which lists when such AMPs were reported or calculated, and the quarter to which each AMP applies.**

**RESPONSE TO REQUEST NO. 2:** In addition to the General Objections set forth above, AstraZeneca objects to Request No. 2 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. AstraZeneca incorporates by reference its objections to the State’s definitions of the terms “Documents,” “AMPs,” “Targeted Drug,” and “Defined Period of Time.” Subject to the foregoing objections and General Objections, AstraZeneca will produce the AMP data relating to Zoladex that was produced in the Multidistrict Litigation *In*

*re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456, No. 01 CV 12257 (PBS) (D. Mass.).

**REQUEST NO. 3:** All Documents created by you, or in your possession, that discuss or comment on the difference (or Spread) between any Average Wholesale Price or Wholesale Acquisition Cost and the list or actual sales price (to any purchaser) of any of defendants' Pharmaceuticals or any Pharmaceuticals sold by other manufacturers. Documents which merely list the AWP or WAC price and the list or actual sales price without further calculation of the difference, or without other comment or discussion of or about the spread between such prices are not sought by this request.

**RESPONSE TO REQUEST NO. 3:** In addition to the General Objections set forth above, AstraZeneca objects to Request No. 3 on the grounds that it is vague, ambiguous, overly broad, and unduly burdensome. AstraZeneca incorporates by reference its objections to the State's definitions of the terms "Documents," "Spread," and "Pharmaceuticals." Subject to the foregoing objections and General Objections, AstraZeneca will produce the documents relating to Zoladex that were produced in the Multidistrict Litigation *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456, No. 01 CV 12257 (PBS) (D. Mass.).

**REQUEST NO. 4:** All Documents containing an average sales price or composite price identified by you in response to Interrogatory No. 1 of Plaintiff's First Set of Interrogatories to All Defendants.

**RESPONSE TO REQUEST NO. 4:** In addition to the General Objections set forth above, AstraZeneca objects to Request No. 4 on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. AstraZeneca further objects to this Request on the grounds that it is vague and ambiguous with respect to the language "average sales price," and "composite price." AstraZeneca incorporates by reference its objections to the State's definitions of the term "Documents."

Subject to and without waiver of these objections, AstraZeneca incorporates its Response to Interrogatory No. 1.

**REQUEST NO. 5: All Documents sent to or received from First DataBank, Redbook and Medi-span regarding the price of any Targeted Drug.**

**RESPONSE TO REQUEST NO. 5:** In addition to the General Objections set forth above, AstraZeneca objects to Request No. 5 on the grounds that it is vague, ambiguous, overly broad, and unduly burdensome. AstraZeneca incorporates by reference its objections to the State's definitions of the terms "Documents" and "Targeted Drug." Subject to the foregoing objections and General Objections, AstraZeneca will produce the documents relating to Zoladex that were produced in the Multidistrict Litigation *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456, No. 01 CV 12257 (PBS) (D. Mass.).

**REQUEST NO. 6: All Documents in your possession prepared by IMS Health regarding a Targeted Drug or the competitor of a Targeted Drug regarding pricing, sales or market share.**

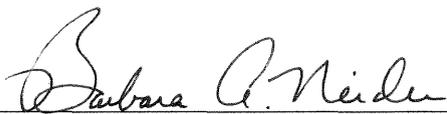
**RESPONSE TO REQUEST NO. 6:** In addition to the General Objections set forth above, AstraZeneca objects to Request No. 6 on the grounds that it is overly broad and unduly burdensome. AstraZeneca incorporates by reference its objections to the State's definitions of the terms "Documents" and "Targeted Drug." Subject to the foregoing objections and General Objections, AstraZeneca will produce the documents relating to

Zoladex that were produced in the Multidistrict Litigation *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456, No. 01 CV 12257 (PBS) (D. Mass.).

Dated: July 15, 2005

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*Attorneys for Defendants  
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*CERTIFICATE OF SERVICE*

I hereby certify that on this 15<sup>th</sup> day of July, 2005, I served true and correct copies of Astrazeneca Pharmaceuticals LP's and Astrazeneca LP's Responses to Plaintiff's First Set of Documents Requests and Astrazeneca Pharmaceuticals LP's and Astrazeneca LP's Responses to Plaintiff's First Set of Interrogatories upon plaintiff's counsel listed below by U.S. Mail and/or by hand (as indicated) and upon defendants' counsel by electronic mail.

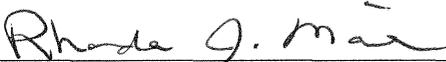
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