



b. that any statement or characterization in Plaintiff's Requests is accurate or complete.

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

4. Immunex's responses to Plaintiff's Requests contain information subject to the Protective Order in this matter and must be treated accordingly.

5. Immunex is responding on its own behalf, and not on behalf of Amgen Inc., the parent company of Immunex, which has been named as a separate defendant in these proceedings and is separately represented by counsel.

6. Immunex's responses to Plaintiff's Requests are submitted without prejudice to Immunex's right to produce evidence of any subsequently discovered fact. Immunex accordingly reserves its right to provide further responses and answers as additional facts are ascertained.

### **GENERAL OBJECTIONS**

Immunex objects generally to Plaintiff's Requests as follows:

1. On July 3, 2007, Immunex produced to Plaintiff all documents produced to plaintiffs in the AWP MDL. The MDL court has directed coordination with related state cases such as this one, and at the very least before pursuing further discovery from Immunex, Plaintiff should review the relevant documents produced in the MDL.

2. Immunex objects to Plaintiff's "Definitions" and "Instructions" to the extent Plaintiff seeks to expand upon or alter Immunex's obligations under the Wisconsin Rules of Civil Procedure, in responding to Plaintiff's Requests. Immunex will comply with the Wisconsin Rules of Civil Procedure in providing its responses to Plaintiff's Requests.

3. Immunex objects to the definition of the word "Document(s)" 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. Immunex further objects to this definition to the extent that it purports to require Immunex 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 Immunex as an accommodation to Plaintiff shall not be deemed to constitute a waiver of this objection.

4. Immunex objects to Plaintiff's Requests to the extent they call for the identification or production of documents or information not relevant to the issues in this action or not reasonably calculated to lead to the discovery of admissible evidence.

5. Immunex objects to Plaintiff's Requests to the extent they seek information that is protected from disclosure by the work product doctrine, the attorney-client, accountant-client, consulting expert, or investigative privileges, any common

interest or joint defense agreement, or any other applicable privilege or protection.

6. Immunex objects to Plaintiff's Requests to the extent they call for information not within Immunex's possession, custody or control. In responding to Plaintiff's Requests, Immunex has undertaken or will undertake a reasonably diligent and reasonable search of documents and information within Immunex's current possession, custody or control.

7. Immunex objects to Plaintiff's Requests to the extent they call for information that is confidential, proprietary, and/or a trade secret of a third-party or is protected from disclosure by an agreement with a third-party.

8. Immunex objects to Plaintiff's Requests to the extent 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. Immunex expressly incorporates the above General Objections into the specific response set forth below as if set forth in full therein. A response to Plaintiff's Requests shall not operate as a waiver of any applicable specific or general objection.

### **OBJECTIONS AND RESPONSES TO SPECIFIC REQUESTS**

**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:** Notwithstanding the foregoing General Objections, and without waiving them, Immunex responds to that based upon a reasonable search, Immunex does not have documents responsive to this Request because it did not participate in the Together Rx program.

**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, Immunex objects to this Request on the grounds that it is overly broad, and 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."

Notwithstanding the foregoing General and Specific Objections, and without waiving them, Immunex responds that based upon a reasonable search, and to the extent this Request seeks documents relating to programs that "provide, or [are] marketed as providing, a discount or savings to" providers of Immunex products with respect to "the reimbursement to participating providers for ingredient cost" or "dispensing fee paid to participating providers for covered prescription drugs," such as the "Novartis Care Card," Immunex does not have documents responsive to this Request because Immunex did not participate in or offer any such programs.

February 13, 2008



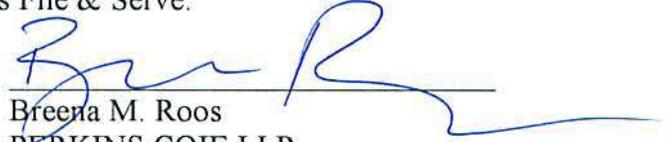
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**CERTIFICATE OF SERVICE**

I, Breena M. Roos, certify that on February 13, 2008, I caused a copy of IMMUNEX CORPORATION'S RESPONSES AND OBJECTIONS TO PLAINTIFF'S SIXTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO ALL DEFENDANTS to be served on all counsel of record by LexisNexis File & Serve.



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