

GENERAL OBJECTIONS

The J&J Companies object generally to the Requests as follows:

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

2. The J&J Companies object to each Request to the extent that it calls for the identification or production of documents or information not relevant to the issues in this action and is not reasonably calculated to lead to the discovery of admissible evidence, or are overly broad, unduly burdensome, ambiguous, or vague.

3. The J&J Companies object 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. The J&J Companies further object to this definition to the extent it requires or seeks to require the J&J Companies to: (i) produce documents or data in a particular form or format; (ii) convert documents or data into a particular or different file format; (iii) produce data, fields, records, or reports about produced documents or data; (iv) produce documents or data on any particular media; (v) search for and/or produce any documents or data on back-up tapes; (vi) produce any proprietary software, data, programs, or databases; or (vii) violate any licensing agreement or copyright laws. The production of any documents or data or the provision of other information by the J&J Companies as an accommodation to Plaintiff shall not be deemed to constitute a waiver of this objection.

4. The J&J Companies object 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. The J&J Companies do not agree to produce such documents protected from discovery and they will respond only to the extent privileged or otherwise protected documents are not required and to the extent that the document request is not otherwise objectionable. 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 the J&J Companies' right to assert the applicability of any privilege or immunity to the documents or information, and the J&J Companies demand that any such document or information be returned to the J&J Companies' counsel immediately upon discovery thereof.

5. 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 information or documents produced in response to these Requests; (ii) the right to object on any grounds to the use of the documents or information produced in response to the Requests at any hearings or at trial; and (iii) the right at any time to revise, correct, add to, supplement, or clarify any of the responses contained herein.

6. The information and documents supplied herein are for use in this litigation and for no other purpose.

7. The J&J Companies object to these Requests to the extent that they seek documents and information not within the J&J Companies' possession, custody, or control or are more appropriately sought from third parties to whom requests have been or may be directed.

8. The J&J Companies object to these Requests to the extent that they seek production of publicly available documents or information, or that plaintiff can obtain from other sources.

9. The J&J Companies object 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.

10. The J&J Companies object to any implications and to any explicit or implicit characterization of facts, events, circumstances, or issues in these Requests. The J&J Companies' response that they will produce documents in connection with a particular Request, or that they have no responsive documents, is not intended to indicate that the J&J Companies agree 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.

11. The J&J Companies expressly incorporate 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. 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 TO REQUEST NO. 20: In addition to the Reservation of Rights and the General Objections, which are incorporated herein by reference, the J&J Companies object to Document Request No. 20 on the grounds that it seeks documents that are neither relevant to the subject matter involved in the pending action, nor likely to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objection, the Reservation of Rights and the General Objections, the J&J Companies respond as follows: The J&J Companies collected and produced responsive documents to the plaintiffs in In re Pharmaceutical Industry Average Wholesale Price Litigation, MDL Docket No. 1456 (the “MDL production”). That production was offered to Wisconsin. Wisconsin chose to seek only the production of a specified subset of those documents. The J&J Companies reiterate their willingness to produce their MDL production to Wisconsin.

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:

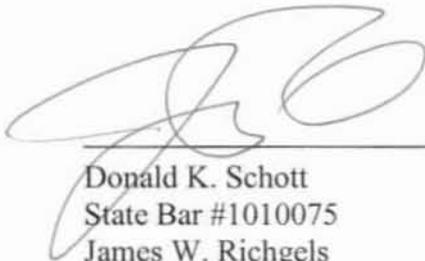
- (a) contracts or written agreements with providers (including doctors and retail pharmacies);
- (b) documents identifying or relating to the reimbursement to participating providers (including doctors and retail pharmacies) for the ingredient cost of covered prescription drugs, including but not limited 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, the J&J Companies object to Document Request No. 21 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.” The J&J Companies further object to this Request to the extent it seeks documents that are neither relevant to the subject matter involved in the pending action, nor likely to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objection, the Reservation of Rights and the General Objections, the J&J Companies respond as follows: The J&J Companies collected and produced responsive documents to the plaintiffs in the MDL production. That production was offered to Wisconsin. Wisconsin chose to seek only the production of a specified subset of those documents. The J&J Companies reiterate their willingness to produce their MDL production to Wisconsin.

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Certificate of Service

I, James W. Richgels, hereby certify that on this 13th day of February 2008, a true and correct copy of THE JOHNSON & JOHNSON DEFENDANTS' RESPONSES AND OBJECTIONS TO PLAINTIFF STATE OF WISCONSIN'S SIXTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO ALL DEFENDANTS was served on all counsel of record by Lexis Nexis File & Serve®.



James W. Richgels