

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

THE STATE OF WISCONSIN

Plaintiff,

CASE NO. 05 C 0408 C

v.

ABBOTT LABORATORIES, INC., ET AL.

Defendants.

**THE JOHNSON & JOHNSON DEFENDANTS' RESPONSES TO PLAINTIFF'S FIRST
REQUEST FOR DOCUMENTS**

TO: See Attached Service List

Pursuant to Rule 34 of Federal Rules of Civil Procedure, defendants Johnson & Johnson, Janssen Pharmaceutica Products, LP, Ortho-McNeil Pharmaceutical, Inc., Ortho Biotech Products, LP, and McNeil-PPC, Inc. (collectively, the "J&J Companies"), hereby respond to Plaintiff's First Set of Requests For Production Of Documents To All Defendants as follows:

RESERVATION OF RIGHTS

As to all matters referred to in these objections and responses to the Plaintiff's First Set of Requests For Production Of Documents, the J&J Companies' investigation and discovery continues. The specific responses set forth below and any production made pursuant to the accompanying interrogatories are based upon, and necessarily limited by, information now available to the J&J Companies. The J&J Companies reserve the right to modify these objections and responses and to present in any proceeding and at trial any further information and documents obtained during discovery and preparation for trial. Furthermore, any statement

by the J&J Companies contained in these objections and responses to the Plaintiff's First Set of Requests For Production of Documents that non-privileged documents or information will be produced in response to a specific Request does not mean that any such documents or information actually exist, but only that they will be produced to the extent that they exist.

GENERAL OBJECTIONS

1. During the pendency of the J&J Companies' motion to dismiss Plaintiff's Complaint, the J&J Companies object to producing documents that have not already been produced to plaintiffs in In re Pharmaceutical Industry Average Wholesale Price Litigation, MDL Docket No. 1456 with respect to any drug not specifically identified in Plaintiff's Complaint.

2. 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, 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 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.

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

4. The J&J Companies object 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 and vague.

5. The J&J Companies object to these Requests to the extent they call for the production of documents or information that are privileged or otherwise protected against discovery pursuant to the attorney-client privilege, joint defense/prosecution privilege, the work product doctrine, the consulting expert rule, the common interest doctrine or other applicable statutory or common law. The J&J Companies do not agree to produce such documents protected from discovery and it 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 any such documents or information shall be returned to the J&J Companies' counsel immediately upon discovery thereof.

6. 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.

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

8. The J&J Companies object to these Requests to the extent they call for the production of trade secret, proprietary, commercially sensitive, or other confidential information. The J&J Companies 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.

9. The J&J Companies object to these Requests to the extent that they purport to impose obligations beyond or inconsistent with those imposed by applicable law. The J&J Companies will respond to these Interrogatories, subject to other objections, as required by applicable Wisconsin law.

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 it will produce documents in connection with a particular Request, or that it has 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 reserve the right to withhold the production of any responsive information until the court has ruled on Defendants' Motion to Dismiss in this case.

12. Subject to and without waiving any objection set forth herein, the J&J Companies will produce non-privileged, responsive documents and make them available for review, inspection and copying at the office of Quarles & Brady, LLP, One South Pinckney Street, Suite 600, Madison, WI 53703, unless other mutually-agreeable arrangements are made.

DEFINITIONS

1. The term "Average Manufacturer Price" or "AMP" means the price you report or otherwise disseminate as the average manufacturer price for any Pharmaceutical that you report for purposes of the Medicaid program, pursuant to 42 U.S.C. § 1396r-8.

OBJECTION: The J&J Companies object 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 with respect to the language "the price you report or otherwise disseminate as the average manufacturer price for any Pharmaceutical that you report." The J&J Companies incorporate by

reference their objection to the definition of the term “Pharmaceutical.” The J&J Companies further object to this definition to the extent that it purports to set an accurate or legally significant definition of AMP.

2. The term “Chargeback” means any payment, credit, or other adjustment you have provided to a purchaser of a drug to compensate for any difference between the purchaser’s acquisition cost and the price at which the Pharmaceutical was sold to another purchaser at a contract price.

OBJECTION: The J&J Companies object to the definition of “Chargeback” as set forth in Definition No. 2 on the grounds that it is vague and ambiguous with respect to the language “payment, credit or other adjustment you have provided by defendant to a purchaser of a Pharmaceutical to compensate for any difference between the purchaser’s acquisition cost and the price at which the purchaser sold the Pharmaceutical to another purchaser.” The J&J Companies incorporate by reference their objection to the definition of the term “Pharmaceutical.”

3. The term “Defined Period of Time” means from January 1, 1993 to the present and Documents relating to such period even though created before that period.

OBJECTION: The J&J Companies object to the definition of “Defined Period of Time” as set forth in Definition No. 3 on the grounds that it is overly broad and unduly burdensome and vague and ambiguous, particularly with respect to the language “Documents relating to such period,” and incorporates by reference its objection to the definition of the term “Document.” The J&J Companies object 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.

4. The term “document” means any writing or recording of any kind, including, without limitation, agendas, agreements, analyses, announcements, audits, booklets, books, brochures, calendars, charts, contracts, correspondence, facsimiles (faxes), film, graphs, letters memos, maps, minutes (particularly Board of Directors and/or Executive Committee meeting

minutes), notes notices, photographs, reports, schedules, summaries, tables, and telegrams in any medium, whether written, graphic, pictorial, photographic, electronic, emails, phonographic, mechanical, taped, saved on computer disk, hard drives, data tapes, or otherwise, and every non-identical copy. Different versions of the same document, such as different copies of a written record bearing different handwritten notations, are different documents within the meaning of the term as used. In case originals or original non-identical copies are not available, "document" includes copies of originals or copies of non-identical copies as the case may be.

OBJECTION: The J&J Companies object to the definition of "Document" as set forth in Definition No. 4 on the grounds that it is vague and ambiguous with respect to the language "writing," "recording," any kind," "agendas, agreements, analyses, announcements, audits, booklets, books, brochures, calendars, charts, contracts, correspondence, facsimiles (faxes), film, graphs, letters, memos, maps, minutes," "Executive Committee meeting minutes," "notes, notices, photographs, reports, schedules, summaries, tables, and telegrams" "in any medium," "written, graphic, pictorial, photographic, electronic, emails, phonographic, mechanical, taped," "hard drives, data tapes, or otherwise" and "copies." The J&J Companies further object to this definition to the extent that it seeks to impose discovery obligations that are broader than, or inconsistent with, the J&J Companies' obligations under the Federal 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.

5. The term "Incentive" means anything of value provided to a customer which would lower the consideration paid for a drug, regardless of the time it was provided (for example, at the time of invoicing, shipment, or payment, or monthly, quarterly, annually, or at any other time or on any other basis) and regardless of its name. The term "Incentive" therefore

includes, but is not limited to, payments or proposed payments in cash or in kind, Chargebacks, credits, discounts such as return to practice discounts, prompt pay discounts, volume discounts, on-invoice discounts, off-invoice discounts, rebates such as market share rebates, access rebates, or bundled drug rebates, free goods or samples, credits, administrative fees or administrative fee reimbursements, marketing fees, stocking fees, conversion fees, patient education fees, off-invoicing pricing, educational or other grants, research funding, payments for participation in clinical trials, honoraria, speaker's fees or payments, patient education fees or consulting fees.

OBJECTION: The J&J Companies object 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, particularly with respect to the language "anything of value," "provided," "customer," "lowering the consideration paid for a drug, regardless of the time it was provided," "credits," "discounts," "return to practice discounts," "prompt pay discounts," "volume discounts," "on-invoice discounts," "off-invoice discounts," "rebates," "market-share rebates," "access rebates," "bundled-drug rebates," "free goods or samples," "administrative fees or administrative fee reimbursements," "marketing fees," "stocking fees," "conversion fees," "patient education fees," "off-invoice pricing," "educational or other grants," "research funding," "clinical trials," "honoraria," "speaker's fees or payments," "patient education fees" and "consulting fees." The J&J Companies incorporate by reference their objections to the definitions of the terms "Chargeback" and "Pharmaceutical." The J&J Companies further object to this definition to the extent it seeks information from beyond the time period relevant to this litigation.

6. The term "National Sales Data" means data sufficient to identify for each sales transaction involving the Targeted Drugs the following information:

- a. transaction date;
- b. transaction type;
- c. your product number;
- d. product description;
- e. package description;

- f. NDC;
- g. NDC unit quantity;
- h. NDC unit invoice price;
- i. NDC unit WAC (assigned by you);
- j. contract price;
- k. invoice price;
- l. customer name, identification number, address and class of trade;
- m. all paid or distributed Incentives;
- n. all accrued Incentives, calculated at any time, identifying the amount of the accrual, its nature or type, the date of the accrual, and other information sufficient to identify as particularly as possible each sales transaction giving rise to the accrual.

OBJECTION: The J&J Companies object to the definition of “National Sales Data” in Definition No. 6 on the grounds that it is overly broad and unduly burdensome. The J&J Companies further object on the grounds that this definition is vague and ambiguous with respect to the language “data sufficient to identify for each sales transaction,” “transaction type,” “product number,” “product description,” “NDC,” “NDC unit quantity,” “NDC unit invoice price,” “package description,” “WAC,” “you,” “contract price,” “invoice price,” “identification number,” “paid or distributed Incentives,” “accrued Incentives,” “calculated at any time” and “other information sufficient to identify as particularly as possible each sales transaction giving rise to the accrual.” The J&J Companies incorporate by reference their objections to the definitions of the terms “Targeted Drugs” and “Incentives.” The J&J Companies object to this definition to the extent that it refers to information not relevant to the State’s claims, which are limited to Wisconsin. The J&J Companies further object to this definition to the extent it seeks

information from beyond the time period relevant in this litigation, or information about drugs not named in the 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.

7. The term “Pharmaceutical” means any drug or other product, whether sold by you, or any other manufacturer, which requires a physician’s or other prescriber’s prescription, including, but not limited to, “biological” products such as hemophilia factors and intravenous solutions.

OBJECTION: The J&J Companies object to the definition of “Pharmaceutical” in Definition No. 7 on the grounds that it is overly broad, unduly burdensome, vague and ambiguous, particularly with respect to the language “any drug,” “other product,” “you,” “any other manufacturer,” “prescription,” “hemophilia factors,” “biological products” and “intravenous solutions.” The J&J Companies object to this Definition to the extent that it refers to information not relevant to the State’s claims, which are limited to Wisconsin. The J&J Companies further object to this definition to the extent it seeks information from beyond the time period relevant in this litigation, or information about drugs not named in the 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.

8. The term “Spread” is used to refer to the difference between the actual acquisition cost or purchase price of a Pharmaceutical (paid by purchasers of the Pharmaceuticals) and the reimbursement rate by third party payors (to purchasers of the Pharmaceuticals) for the Pharmaceuticals. Third party payors include the Medicare program, Medicaid program, and private insurance. Thus, the Spread is the gross profit actually or potentially realized by the purchasers of the Pharmaceuticals for those Pharmaceuticals ultimately paid for by third party payors.

OBJECTION: The J&J Companies object 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, particularly with respect to the language “actual acquisition cost,” “purchase price,”

“third party payors,” “gross profit actually or potentially realized,” and “purchasers.” The J&J Companies incorporate by reference their objection to the definition of the term “Pharmaceutical.”

9. The term “Targeted Drugs” means those drugs manufactured by you which have total utilization under the Medicaid and Medicare Part B programs exceeding \$10,000 during the Defined Period of Time in the state of Wisconsin.

OBJECTION: The J&J Companies object to the definition of “Targeted Drugs” in Definition No. 9 on the grounds that it is overly broad and unduly burdensome. The J&J Companies further object to this definition on the grounds that it is vague and ambiguous, particularly with respect to the language “you” and “total utilization.” The J&J Companies incorporate by reference their objections to the definitions of the terms “Defined Period of Time” and “Pharmaceutical.” The J&J Companies object to this definition to the extent that it refers to information not relevant to the State’s claims, which are limited to Wisconsin. The J&J Companies further object to this definition to the extent it seeks information from beyond the time period relevant in this litigation, or information about drugs not named in the 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.

**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, the J&J Companies object to Request No. 1 on the grounds that it is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. The J&J Companies object to this Request on the grounds that it is vague and

ambiguous with respect to the language “all.” The J&J Companies incorporate by reference their objections to the State’s definitions of the terms “National Sales Data,” “Targeted Drugs,” and “Defined Period of Time.” The J&J Companies object to this Request to the extent it seeks information not relevant to the State’s claims, which are limited to Wisconsin. The J&J Companies object to this Request to the extent it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. The J&J Companies further object to this Request to the extent it seeks confidential business, trade secret or proprietary information.

Subject to and without waiving the foregoing objections and General Objections, the J&J Companies will produce to the Plaintiff herein the sales, rebate and chargeback data previously produced to the plaintiffs in In re Pharmaceutical Industry Average Wholesale Price Litigation, MDL Docket No. 1456 with respect to the following drugs: Procrit and Polycitra.*

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, the J&J Companies object to Request No. 2 on the grounds that it is overly broad and unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The J&J Companies object to this request on the grounds that it is vague and ambiguous with respect to the language “all,” “reported or calculated,” “you,” “spread sheet” and “database.” The J&J Companies incorporate by reference their objections to the State’s definitions of the terms “Document,” “AMP,” “Targeted Drugs,” and “Defined Period of Time.” The J&J Companies object to this Request to the extent it seeks information not relevant to the State’s claims, which are limited to Wisconsin. The J&J Companies object to this Request to the

extent it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. The J&J Companies further object to this Request to the extent it seeks confidential business, trade secret or proprietary information.

Subject to and without waiving the foregoing objections and General Objections, the J&J Companies will produce to the Plaintiff herein AMP data with respect to the following drugs:

Procrit and Polycitra.*

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 sale price (to any purchaser) of any 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 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, the J&J Companies object to Request No. 3 on the grounds that it is overly broad and unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The J&J Companies object to this request on the grounds that it is vague and ambiguous with respect to the language "all," "created," "you," "in your possession," "discuss or comment," and "Pharmaceuticals sold by other manufacturers." The J&J Companies incorporate by reference their objections to the State's definitions of the terms "Document," "Spread," and "Pharmaceutical." The J&J Companies object to this Request to the extent it seeks information not relevant to the State's claims, which are limited to Wisconsin, or to the relevant time period involving the State's claims. The J&J Companies object to this Request to the extent it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. The J&J Companies object to this Request to the extent it seeks confidential business, trade secret or proprietary information.

Subject to and without waiving the foregoing objections and General Objections, the J&J Companies will consult with Plaintiff's counsel in order to develop an agreed upon list of search parameters to be applied to the documents collected and produced by the J&J Companies to the plaintiffs in In re Pharmaceutical Industry Average Wholesale Price Litigation, MDL Docket No. 1456 with respect to the following drugs: Procrit and Polycitra. The J&J Companies will produce to the Plaintiff those documents that are responsive to Request No. 3 that are identified by application of the agreed-upon search parameters.

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, the J&J Companies object to Request No. 4 on the grounds that it is overly broad and unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The J&J Companies object to this Request on the grounds that it is vague and ambiguous with respect to the language "all," "average sales price," and "composite price." The J&J Companies incorporate by reference their objections to the State's definitions of the terms "Document" and "Targeted Drugs." The J&J Companies object to this Request to the extent it seeks information not relevant to the State's claims, which are limited to Wisconsin. The J&J Companies object to this Request to the extent it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. The J&J Companies further object to this Request to the extent it seeks confidential business, trade secret or proprietary information. Subject to and without waiver of these objections, the J&J Companies incorporate their Response to Interrogatory No. 1.

Subject to and without waiving the foregoing objections and General Objections, the J&J Companies state that they have not systematically calculated average selling or composite prices as defined in Plaintiff's Interrogatory No. 1, except to the limited extent required by the Medicare Modernization Act, which prices are publicly available.*

Subject to and without waiving the foregoing objections and General Objections, the J&J Companies will produce to the Plaintiff herein the sales, rebate and chargeback data previously produced to the plaintiffs in In re Pharmaceutical Industry Average Wholesale Price Litigation, MDL Docket No. 1456 with respect to the following drugs: Procrit and Polycitra.*

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

RESPONSE TO REQUEST NO. 5: The J&J Companies incorporate by reference their objections to the State's definitions of the terms "Document" and "Targeted Drugs." Subject to and without waiving the foregoing objections and General Objections, the J&J Companies will produce responsive documents with respect to the following drugs: Procrit and Polycitra.

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, the J&J Companies object to Request No. 6 on the grounds that it is overly broad and unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The J&J Companies object to this Request on the grounds that it is vague and ambiguous with respect to the language "all," "in your possession," "prepared," "IMS Health," "regarding," "competitor," and "pricing, sales or market share." The J&J Companies incorporate by reference their objections to the State's definitions of the terms "Document" and "Targeted Drugs." The J&J Companies object to this Request to the extent it seeks information not

relevant to the State's claims, which are limited to Wisconsin, or to the time period relevant to this litigation. The J&J Companies object to this Request to the extent it seeks information that the State can itself purchase from IMS Health. The J&J Companies object to this Request to the extent it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. The J&J Companies further object to this Request to the extent it seeks confidential business, trade secret or proprietary information.

* * *

In Plaintiff's Requests for the Production of Documents, certain requests (as indicated above) are marked with an asterisk, which refers to the following language:

* documents are to be produced in electronic format with all documentation necessary to identify files and fields by name, content, and format, and explanations for all coded data. Acceptable electronic format for documents which in their native form are organized as word-processing documents, or printed documents other than tabular reports (documents comprised principally of text, or of a combination of text and graphics) in searchable Adobe Acrobat portable document format (.pdf). Acceptable electronic format for documents which in their native format are organized as spreadsheets is Microsoft Excel format (.xls). Acceptable electronic format for documents which in their native form are comprised principally of tabular data, or tabular reports with fixed column widths or field lengths is fixed-fields ASCII text (.txt). Acceptable electronic format for documents which in their native form are comprised principally of electronic data with one or more data tables, files, or other data entities, is delimited ASCII text (.csv).

***OBJECTION:** The J&J Companies object to all Requests marked with an asterisk (*) to the extent that those Requests (by incorporating the instructions marked with an asterisk above) impose discovery obligations that are in conflict with or beyond the J&J Companies' obligations under the Federal Rules of Civil Procedure. The J&J Companies incorporate by reference their objections to the definition of the term "Document." The J&J Companies state that they will comply with all requests marked with an asterisk as mandated by the Federal rules of Civil Procedure.

Dated this 15th day of July, 2005.

Donald K. Schott
State Bar No. 1010075
Waltrud A. Arts
State Bar No. 1008822
QUARLES & BRADY LLP
1 S. Pinckney St., Suite 600
Madison, WI 53703
Tel: 608-251-5000
Fax: 608-251-9166

By: 

William F. Cavanaugh, Jr.

Andrew D. Schau
Erik Haas
PATTERSON, BELKNAP, WEBB & TYLER LLP
1133 Avenue of the Americas
New York, New York 10036
Telephone: (212) 336-2000
Facsimile: (212) 336-2222

Attorneys for Defendants Johnson & Johnson,
Janssen Pharmaceutica Products, LP, Ortho-McNeil
Pharmaceutical, Inc., Ortho Biotech Products, LP,
and McNeil-PPC, Inc.

Defendants:

Abbott Laboratories

Allen C. Schlinsog, Jr.

Mark A. Cameli

Reinhart Boerner Van Deuren S.C.

1000 North Water Street

P.O. Box 2965

Milwaukee, WI 53201-2965

Tele.: 414-298-1000

Fax: 414-298-8097

Lynn M. Stathas

Anthony J. Lucchesi

Reinhart Boerner Van Deuren S.C.

22 East Mifflin Street

P.O. Box 2018

Madison, WI 53701-2018

Tele.: 608-229-2200

Fax: 608-229-2100

James R. Daly

Jeremy P. Cole

Jones Day

77 West Wacker

Chicago, Illinois 60601-1692

Tele.: 312-782-3939

Fax: 312-782-8585

R. Christopher Cook

Jesse A. Witten

Jones Day

51 Louisiana Avenue, N. W.

Washington, D.C. 20001-2113

Tele.: 202-879-3939

Fax: 202-626-1700

Amgen, Inc.

William M. Conley
Jeffrey A. Simmons
Foley & Lardner LLP
150 East Gilman Street
P.O. Box 1497
Madison, WI 53701-1497
Tele.: 608-258-4209
Fax: 608-258-4258

David W. Simon
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202
Tele.: 414-271-2400
Fax: 414-297-4900

Steven F. Barley
Joseph H. Young
Jane Ann R. Neiswender
Hogan & Hartson L.L.P.
111 South Calvert St., Ste. 1600
Baltimore, MD 21202
Tele.: 410-659-2700
Fax: 410-539-6981

AstraZeneca Pharmaceuticals LP

AstraZeneca LP

Brian E. Butler
Joseph P. Wright
Barbara A. Neider
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784
Tele.: 608-256-0226
Fax: 608-259-2600

D. Scott Wise
Kimberly D. Harris
Carlos M. Pelayo
Michael S. Flynn
Monica Lamb
Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017
Tele.: 212-450-4000
Fax: 212-450-3800

Aventis Pharmaceuticals Inc.

Stephen P. Hurley
Marie A. Stanton
Andrew Erlandson
Hurley, Burish & Milliken, S.C.
301 North Broom Street
Madison, WI 57303-2067
Tele.: 608-257-0945
Fax: 608-257-5764

Paul s. Schlieffman
Carlos Provencio
Shook, Hardy & Bacon
South Hamilton Square
600 14th Street, NW, Suite 800
Washington, DC 20005-2004
Tele.: 202-783-8400
Fax: 202-783-4211

Michael L. Koon
Tiffany W. Kolloren
Shook, Hardy & Bacon
2555 Grand Blvd.
Kansas City, MO 64108
Tele.: 816-474-6550
Fax: 816-421-5547

ZLB Behring, LLC
(f/k/a Aventis Behring, LLC)
Stephen P. Hurley
Marie A. Stanton
Andrew Erlandson
Hurley, Burish & Milliken, S.C.
301 North Broom Street
Madison, WI 57303-2067
Tele.: 608-257-0945
Fax: 608-257-5764

William D. Nussbaum
Jonathan T. Rees
Gregory M. Petouvis
Hogan & Hartson LLP
555 13th Street, NW
Washington, D.C. 20004-1109
Tele.: 202-637-5600
Fax: 202-637-5910

Baxter Healthcare Corporation
Bruce A. Schultz
Coyne, Niess, Schultz, Becker & Bauer, S.C.
150 East Gilman Street
Madison, WI 53703
Tele.: 608-255-1388
Fax: 608-255-8592

Merle M. DeLancey
Tina DuCharme Reynolds
Dickstein Shapiro Morin & Oshinsky LLP
2101 L Street, NW
Washington, DC 20037-1526
Tele.: 202-785-9700
Fax: 202-887-0689

Ben Venue Laboratories, Inc.
Boehringer Ingelheim Corporation
Boehringer Ingelheim Pharmaceuticals, Inc.
Roxane Laboratories

Patrick J. Knight
Gimbel, Reilly, Guerin & Brown
Two Plaza East, Suite 1170
330 East Kilbourn Avenue
Milwaukee, WI 53202
Tele.: 414-271-1440
Fax: 414-271-7680

Paul J. Coval
Douglas L. Rogers
Darrell A.H. Miller
Vorys Sater Seymour & Pease LLP
52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008
Tele.: 614-464-6400
Fax: 614-464-6350

Bristol-Myers Squibb Co.

James R. Clark
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202
Tele.: 414-271-2400
Fax: 414-297-4900

Roberta F. Howell
Michael D. Leffel
Foley & Lardner LLP
150 East Gilman Street
P.O. Box 1497
Madison, WI 53701
Tele.: 608-258-4209
Fax: 608-258-4258

Steven M. Edwards
Lyndon M. Tretter
James S. Zucker
Hogan & Hartson LLP
875 Third Avenue
New York, NY 10022
Tele.: 212-918-3528
Fax: 212-918-3100

Dey, Inc.

John W. Markson
John M. Moore
Bell Gierhart & Moore, S.C.
44 East Mifflin Street
P.O. Box 1807
Madison, WI 53701
Tele.: 608-257-3764
Fax: 608-257-3757

Christopher C. Palermo
Paul F. Doyle
Antonia F. Giuliana
Kelley Drye & Warren LLP
101 Park Avenue
New York, NY 10178
Tele.: 212-808-7800
Fax: 212-808-7897

Immunex Corporation

Michael R. Fitzpatrick
Brennan Steil & Basting, S.C.
One East Milwaukee Street
P.O. Box 1148
Janesville, WI 53547-1148
Tele.: 608-756-4141
Fax: 608-756-9000

David J. Burman
Zoe Philippides
Kathleen O'Sullivan
Perkins Coie LLP
1201 Third Avenue, 48th Floor
Seattle, WA 98101-3099
Tele.: 206-359-3936
Fax: 206-359-4936

Ivax Corporation
Ivax Pharmaceuticals, Inc.

Steven P. Means
Roisin H. Bell
Michael Best & Friedrich LLP
One South Pinckney Street
P.O. Box 1806
Madison, WI 53701-1806
Tele.: 608-257-3501
Fax: 608-283-2275

Bruce A. Wessel
Brian Ledahl
Irell & Manella LLP
1800 Avenue of the Stars, Suite 900
Los Angeles, CA 90067-4276
Tele.: 310-277-1010
Fax: 310-203-7199

Merck & Company, Inc.

Michael P. Crooks
Peterson Johnson & Murray S.C.
131 West Wilson Street, Suite 200
Madison, WI 53703
Tele.: 608-256-5220
Fax: 608-256-5270

John M. Townsend
Robert P. Reznick
Robert B. Funkhouser
Hughes Hubbard & Reed LLP
1775 I Street, N.W.
Washington, DC 20006-2401
Tele.: 202-721-4600
Fax: 202-721-4646

Mylan Laboratories, Inc.
Mylan Pharmaceuticals, Inc.

David J. Harth
David E. Jones
Heller Ehrman White & McAuliffe LLP
One East Main Street, Suite 201
Madison, WI 53703
Tele.: 608-663-7460
Fax: 608-663-7499

Gary R. Greenberg
Louis J. Scerra, Jr.
Jonathan D. Cohen
James M. Vant
Greenberg Traurig LLP
One International Place, 20th Floor
Boston, MA 02110
Tele.: 617-310-6000
Fax: 617-310-6001

Novartis Pharmaceuticals Corp.

Kim Grimmer
Solheim Billing & Grimmer S.C.
U.S. Bank Plaza, Suite 301
One South Pinckney Street
P.O. Box 1644
Madison, WI 53701-1644
Tele.: 608-282-1200
Fax: 608-282-1218

Jane W. Parver
Saul P. Morgenstern
Mark D. Godler
Kaye Scholer LLP
425 Park Avenue
New York, NY 10039
Tele.: 212-836-8000
Fax: 212-836-8689

Pfizer, Inc.

Pharmacia Corporation

Beth Kushner

Timothy Feeley

von Briesen & Roper, S.C.

411 E. Wisconsin Ave., Suite 700

Milwaukee, WI 53202

Tele.: 414-287-1373

Fax: 414-276-6281

John C. Dodds

Kimberly K. Heuer

Morgan Lewis & Bockius LLP

1701 Market Street

Philadelphia, PA 19103

Tele.: 215-963-5000

Fax: 215-961-5001

Scott A. Stempel

Morgan Lewis & Bockius LLP

1111 Pennsylvania Avenue, N.W.

Washington, DC 20004

Tele.: 202-739-3000

Fax: 202-739-3001

Sandoz, Inc.

Brian R. Smigelski

Shannon A. Allen

Friebert, Finerty & St. John S.C.

Two Plaza East, Suite 1250

330 East Kilbourn Avenue

Milwaukee, WI 53202

Tele.: 414-271-0130

Fax: 414-272-8191

Wayne A. Cross

Michael J. Gallagher

Brendan G. Woodard

White & Case LLP

1155 Avenue of the Americas

New York, NY 10036-2787

Tele.: 212-819-8200

Fax: 212-354-8113

Schering-Plough Corporation
Warrick Pharmaceuticals Industries, Ltd.

Earl H. Munson
Boardman Suhr Curry & Field LLP
One South Pinckney Street, 4th Floor
P.O. Box 927
Madison, WI 53701-0927
Tele.: 608-283-1796
Fax: 608-283-1729

Brien T. O'Connor
Ropes & Gray LLP
One International Place
Boston, MA 02110
Tele.: 617-951-7385
Fax: 617-951-7050

Robert J. Kovacev
Patryk J. Drescher
Ropes & Gray LLP
One Metro Center
700 12th Street NW
Suite 900
Washington, DC 20005
Tele: 202-508-4600
Fax: 202-508-4650

Sicor, Inc.
f/k/a Gensia Sicor Pharmaceuticals, Inc.
Teva Pharmaceuticals USA, Inc.

Lester A. Pines
Cullen Weston Pines & Bach
122 West Washington Ave., #900
Madison, WI 53703-2718
Tele.: 608-251-0101
Fax: 608-251-2883

Elizabeth I. Hack
T. Reed Stephens
Sonnenschein Nath & Rosenthal LLP
East Tower, Suite 600
1301 K Street, NW
Washington, DC 20005
Tele.: 202-408-9236
Fax: 202-408-6399

SmithKline Beecham Corp.
d/b/a GlaxoSmithKline, Inc.

Daniel W. Hildebrand
DeWitt Ross & Stevens S.C.
2 East Mifflin Street, Suite 600
Madison, WI 53703
Tele.: 608-283-5610
Fax: 608-252-9243

Frederick G. Herold
Dechert LLP
1117 California Avenue
Palo Alto, CA 94304-1106
Tele.: 650-813-4930
Fax: 650-813-4848

Thomas H. Lee II
Dechert LLP
4000 Bell Atlantic Tower
1717 Arch Street
Philadelphia, PA 19103
Tele.: 215-994-2994
Fax: 215-994-2222

Mark H. Lynch
Geoffrey E. Hobart
Ronald G. Dove, Jr.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
P.O. Box 7566
Washington, D.C. 20044-7566
Tele.: 202-662-6000
Fax: 202-662-6291

Tap Pharmaceutical Products, Inc.

Allen C. Schlinsog, Jr.
Mark A. Cameli
Reinhart Boerner Van Deuren S.C.
1000 North Water Street
P.O. Box 2965
Milwaukee, WI 53201-2965
Tele.: 414-298-1000
Fax: 414-298-8097

Lynn M. Stathas
Anthony J. Lucchesi
Reinhart Boerner Van Deuren S.C.
22 East Mifflin Street
P.O. Box 2018
Madison, WI 53701-2018
Tele.: 608-229-2200
Fax: 608-229-2100

Daniel E. Reidy
Jones Day
77 West Wacker
Chicago, IL 60601-1692
Tele.: 312-782-3939
Fax: 312-782-8585

**Watson Pharma, Inc., f/k/a
Schein Pharmaceuticals, Inc.
Watson Pharmaceuticals, Inc.**

Ralph Weber
Gass Weber Mullins, LLC
309 North Water Street
Milwaukee, WI 53202
Tele.: 414-223-3300
Fax: 414-224-6116

Douglas B. Farquhar
Michelle L. Butler
Hyman Phelps & McNamara P.C.
700 13th Street, N.W., Suite 1200
Washington, DC 20005
Tele.: 202-737-7551
Fax: 202-737-9329

Plaintiff State of Wisconsin:

Peggy A. Lautenschlager
Michael R. Bauer
Frank D. Remington
Cynthia R. Hirsch
Wisconsin Department of Justice
P.O. Box 7857
Madison, WI 53707-7857
Tele.: 608-266-3861

William P. Dixon
Elizabeth J. Eberle
Charles J. Barnhill Jr.
Miner, Barnhill & Galland, P.E.
44 East Mifflin Street, Suite 803
Madison, WI 53703
Tele.: 608-255-5200
Fax: 608-255-5380

P. Jeffrey Archibald
Archibald Consumer Law Office
1914 Monroe Street
Madison, WI 53711
Tele.: 608-661-8855
Fax: 608-661-0067