

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

<p>THE STATE OF WISCONSIN,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>ABBOTT LABORATORIES, INC., ET AL.,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No. 05-C-0408-C</p>
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**DEFENDANTS MYLAN LABORATORIES INC.'S
AND MYLAN PHARMACEUTICALS INC.'S RESPONSES
AND OBJECTIONS TO PLAINTIFF'S FIRST SET OF REQUESTS
FOR PRODUCTION OF DOCUMENTS TO ALL DEFENDANTS**

TO: The State of Wisconsin

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Pursuant to Wisconsin Statutes §§ 804.01 and 804.09, the Wisconsin Supreme Court Rules, and the Dane County Circuit Court Rules (the "Wisconsin Rules") and, insofar as this action is now governed by the Federal Rules of Civil Procedure, pursuant to Fed. R. Civ. P. 34 (the "Federal Rules"), defendants Mylan Laboratories Inc. and Mylan Pharmaceuticals Inc. (collectively, the "Mylan Defendants"), by their undersigned counsel, hereby assert the following responses and objections to Plaintiff's First Set of Requests for Production of Documents To All Defendants (the "Document Requests"), dated January 27, 2005 and propounded by plaintiff the State of Wisconsin (the "State"), as follows:

RESERVATION OF RIGHTS

The Mylan Defendants expressly incorporate all of the Reserved Rights set forth below into each and every response and objection to the Document Requests. Any specific objections provided below are made in addition to these Reserved Rights and a failure to reiterate a Reserved Right below shall not constitute a waiver of that or any other objection.

1. These responses and objections are made without in any way waiving or intending to waive: (a) any objections as to the competency, relevancy, materiality, privilege, or admissibility as evidence, for any purpose, of any documents or information produced in response to the Document Requests; (b) the right to object on any ground to the use of the documents or information produced in response to the Document Requests at any hearing, trial, or other point during this action; (c) the right to object on any ground at any time to a demand for further responses to the Document Requests; or (d) the right at any time to revise, correct, add to, supplement, or clarify any of the responses or objections contained herein.

2. The documents or information supplied herein are for use in this action and for no other purpose.

3. Any statement by the Mylan Defendants that they will produce documents or information responsive to a Document Request does not mean that they possess responsive materials or that such materials exist, only that they will conduct a reasonable search and produce responsive, non-objectionable, non-privileged documents or information. No response or objection made herein, or lack thereof, is an admission by the Mylan Defendants as to the existence or non-existence of any documents or information.

4. The responses and objections made herein are based on the Mylan Defendants' investigation to date of those sources within their control where they reasonably believe

responsive documents or information may exist. As to all matters referred to in these responses and objections to the Document Requests, the Mylan Defendants' investigation and discovery continues.

5. The Mylan Defendants will continue to negotiate with the State in good faith to reach reasonable limits on the scope of production. However, it would be extremely burdensome, costly, and wasteful to search for and produce documents or information until such time as the parties agree on a list of what the State has termed "Targeted Drugs."

6. The specific responses and objections set forth below, and any production made pursuant to the Documents Requests, are based upon, and necessarily limited by, information now available to the Mylan Defendants. The Mylan Defendants reserve the right to amend or supplement these responses and objections with additional documents or information that may become available or come to their attention, and to rely upon such documents or information at any hearing, trial, or other point during this action consistent with the parties' negotiations and in accordance with the applicable Wisconsin Rules and/or Federal Rules and orders of the Court.

7. The production of documents or information pursuant to the Document Requests shall not be construed as a waiver of the confidentiality of any such documents or information.

8. These responses and objections are made without prejudice to, and without in any way waiving or intending to waive, the removal of the civil action entitled The State of Wisconsin v. Abbott Laboratories, Inc., et al. from the Circuit Court for Dane County, Wisconsin, to the United States District Court for the Western District of Wisconsin (the "Removal"). The Mylan Defendants reserve all of their rights, privileges, and immunities in connection with the Removal.

GENERAL OBJECTIONS

The Mylan Defendants expressly incorporate all of the General Objections set forth below into each and every response and objection to the Document Requests. Any specific objections provided below are made in addition to these General Objections and a failure to reiterate a General Objection below shall not constitute a waiver of that or any other objection.

1. The Mylan Defendants object to the Document Requests to the extent that they demand the production of documents or information not within the knowledge, possession, custody, or control of the Mylan Defendants, their agents, or their employees, or that are more appropriately sought from third parties to whom requests have been or may be directed.

2. The Mylan Defendants object to the Document Requests to the extent that they demand the production of documents or information that are neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence, or are overly broad, unduly burdensome, vague, ambiguous, or duplicative.

3. The Mylan Defendants object to the Document Requests to the extent that they demand the production of documents or information that are privileged or otherwise protected against discovery pursuant to the attorney-client privilege, the work product doctrine, the joint defense/prosecution privilege, the consulting expert rule, the common interest 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 the Document Requests, the production of such documents or information shall not constitute a waiver of the Mylan Defendants' 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 Mylan Defendants' counsel immediately upon discovery thereof.

4. The Mylan Defendants object to the Document Requests to the extent that they demand production of documents or information relating to the Mylan Defendants' activities other than those which concern the State, on the grounds that such documents or information are neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

5. The Mylan Defendants object to the Document Requests to the extent that they demand production of documents or information from outside of the statute of limitations applicable to the State's claims in this action, or beyond the time period relevant to this action.

6. The Mylan Defendants object to the Document Requests to the extent that they may be construed as a demand for the production of confidential documents or information relating to a patient. The Mylan Defendants shall not produce any such documents or information to the extent that they are under any obligation to maintain such documents or information in confidence. The Mylan Defendants shall not disclose such material unless the patient grants permission to do so.

7. The Mylan Defendants object to the Document Requests to the extent that they demand production of documents or information containing trade secrets, proprietary or commercially sensitive or other confidential information, and shall not produce documents or information containing any such information unless and until an appropriate protective order or confidentiality agreement is entered in this action.

8. The Mylan Defendants object to the Document Requests to the extent that they demand the production of proprietary documents and information of third parties.

9. The Mylan Defendants object to the Document Requests to the extent that they demand production of documents or information that are publicly available, that are otherwise

equally accessible to the State, that have been made available to the State, or that are more appropriately sought from third parties to whom requests have been or may be directed.

10. The Mylan Defendants object to any implications and to any explicit or implicit characterization of facts, events, circumstances, or issues in the Document Requests. Any response by the Mylan Defendants that they will produce documents or information in connection with a particular Document Request, or that they have no responsive documents or information, is not intended to indicate that the Mylan Defendants agree with any implication or any explicit or implicit characterization of facts, events, circumstances, or issues in the Document Requests, or that such implications or characterizations are relevant to this action.

11. The Mylan Defendants object to the Document Requests to the extent that they purport to impose obligations beyond or inconsistent with those imposed by applicable law. The Mylan Defendants will respond to the Document Requests, subject to other objections, as required by applicable Wisconsin law and/or Federal law.

12. The Mylan Defendants reserve the right to withhold the production of any responsive documents or information until the Court has ruled on Defendants' Motion to Dismiss in this action. Although the State has argued that discovery should proceed while the Defendants' Motion to Dismiss is pending because, in part, some Defendants in this action have produced documents and answered discovery requests in other Average Wholesale Price ("AWP") litigation, the Mylan Defendants have not been called upon to provide any of the documents or information requested in the State's Document Requests to plaintiffs in similar AWP litigation brought against them. Further, the Mylan Defendants have not been called upon to answer any other discovery in similar AWP litigation brought against them.

13. The Mylan Defendants hereby incorporate by reference as if fully set forth herein any reservation of rights or objections made by any co-defendant in this action to the extent such reservation of rights or objections are not inconsistent with the Mylan Defendants' position in this action.

14. Subject to and without waiving any objections set forth herein, the Mylan Defendants will produce non-privileged, responsive documents and make them available for review, inspection and copying at the offices of Greenberg Traurig, LLP, One International Place, 20th Floor, Boston, Massachusetts, 02110, 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 Mylan Defendants 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 Mylan Defendants incorporate by reference their objection to the definition of the term "Pharmaceutical." The Mylan Defendants object to this definition to the extent that it purports to establish an accurate or legally significant definition of "average manufacturer price" or "AMP," which is a term legally defined by federal statute.

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 Mylan Defendants 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 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.” The Mylan Defendants 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 Mylan Defendants object 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, particularly with respect to the language “Documents relating to such period even though created before that period.” The Mylan Defendants incorporate by reference their objection to the definition of the term “Document.” The Mylan Defendants object to this definition to the extent that it seeks documents or information outside of the statute of limitations applicable to the claims in this action, or beyond the time period relevant to this action. Such documents or information are neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The production by the Mylan Defendants of any documents or information outside of the statute of limitations applicable to the claims in this action, or beyond the time period relevant to this action, shall not constitute a waiver by the Mylan Defendants of this objection to the State’s definition of “Defined Period of Time.”

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 tape, 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 Mylan Defendants object to the definition of "Document" as set forth in Definition No. 4 to the extent that it seeks to impose discovery obligations that are broader than, or inconsistent with, the Mylan Defendants' obligations under the Wisconsin Rules and/or Federal Rules. The Mylan Defendants will comply with the Wisconsin Rules and/or Federal Rules. The Mylan Defendants object to this definition to the extent it requires or seeks to require the Mylan Defendants to search for information that was not generated in the form of written or printed records, or to create or re-create printouts from electronic data compilations, on the grounds that such a request would be unduly burdensome. The Mylan Defendants object to this definition to the extent it requires or seeks to require the Mylan Defendants to: (a) produce documents or data in a particular form or format; (b) convert documents or data into a particular or different file format; (c) produce data, fields, records, or reports about produced documents or data; (d) produce documents or data on any particular media; (e) search for and/or produce any documents or data on back-up tapes; (f) produce any proprietary software, data, programs, or databases; or (g) 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-invoice 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 Mylan Defendants object to the definition of "Incentive" as set forth in Definition No. 5 on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous, particularly with respect to the language "anything of value," "provided," "customer," "lower the consideration paid for a drug, regardless of the time it was provided . . . and regardless of its name," "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 Mylan Defendants incorporate by reference their objection to the definition of the term "Chargeback." The Mylan Defendants object to this definition to the extent it seeks documents or information outside of the statute of limitations applicable to the claims in this action, or beyond the time period relevant to this action.

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 Mylan Defendants object to the definition of “National Sales Data” in Definition No. 6 on the grounds that it is overly broad and unduly burdensome. The Mylan Defendants 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,” “your,” “product number,” “product description,” “package description,” “you,” “contract price,” “invoice price,” “identification number,” “class of trade,” “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 Mylan Defendants incorporate by reference their objections to the definitions of the terms “Targeted Drugs” and “Incentives.” The Mylan Defendants object to this definition to the extent that it refers to documents or information not relevant to the State’s claims in this action, which are limited to Wisconsin. The Mylan Defendants object to this definition to the extent it seeks documents or information outside of the statute of limitations applicable to the claims in this action, or beyond the time period relevant in

this action. The Mylan Defendants object to this definition to the extent it seeks documents or information about drugs not named in the First Amended Complaint on the grounds that such documents or information are neither relevant to the subject matter of this 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 Mylan Defendants 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 Mylan Defendants object to this definition to the extent that it refers to documents or information not relevant to the State’s claims in this action, which are limited to Wisconsin. The Mylan Defendants object to this definition to the extent it seeks documents or information outside of the statute of limitations applicable to the claims in this action, or beyond the time period relevant in this action. The Mylan Defendants object to this definition to the extent it seeks documents or information about drugs not named in the First Amended Complaint on the grounds that such documents or information are neither relevant to the subject matter of this 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 paid by third party payors (to purchasers of the Pharmaceuticals) for the Pharmaceutical. 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 Mylan Defendants 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,” “purchasers,” “reimbursement rate,” “third party payors,” and “gross profit actually or potentially realized.” The Mylan Defendants 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 program exceeding \$10,000.00 during the Defined Period of Time in the state of Wisconsin.

OBJECTION:

The Mylan Defendants object to the definition of “Targeted Drugs” in Definition No. 9 on the grounds that it is overly broad and unduly burdensome.¹ The Mylan Defendants object to this definition on the grounds that it is vague and ambiguous, particularly with respect to the language “you” and “total utilization.” The Mylan Defendants incorporate by reference their objections to the definition of the term “Defined Period of Time.” The Mylan Defendants object to this definition to the extent that it refers to documents or information not relevant to the State’s claims in this action, which are limited to Wisconsin. The Mylan Defendants object to this definition to the extent it seeks documents or information outside of the statute of limitations applicable to the claims in this action, or beyond the time period relevant in this action. The Mylan Defendants object to this definition to the extent it seeks documents or information about drugs not named in the First Amended Complaint on the grounds that such documents or

¹ In a letter dated May 25, 2005, the State purported to narrow the definition of “Targeted Drug” currently contained in Plaintiff’s First Set of Requests for Production of Documents to All Defendants. For the reasons stated herein, and the letter dated July 15, 2005 submitted herewith, the Mylan Defendants object to such broad discovery at this time.

information are neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

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

Subject to the Reserved Rights and General Objections, and without waiving and expressly preserving all such rights and objections, which are hereby incorporated into the response and objection to each Document Request, the Mylan Defendants respond and object to the State's Document Requests as follows:

REQUEST NO. 1:

All National Sales Data for each Targeted Drug during the Defined Period of Time.*²

RESPONSE TO REQUEST NO. 1:

The Mylan Defendants object to Document 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 Mylan Defendants object to this Document Request on the grounds that it is vague and ambiguous with respect to the language "all." The Mylan Defendants incorporate by reference their objections to the State's definitions of the terms "National Sales

² In its Document Requests, the State included the following instruction:

*Documents are to be produced in electronic format with all documentation required 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) is searchable Adobe Acrobat portable document format (.pdf). Acceptable electronic format for documents which in their native form 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-field ASCII text (.txt). Acceptable electronic format for documents which in their native form are comprised principally of electronic data in one or more data tables, files, or other data entities, is delimited ASCII text (.csv).

The Mylan Defendants object to this instruction to the extent that it demands that documents or information be produced in electronic format, on the grounds that such demand is unduly burdensome or imposes discovery obligations that are broader than the Mylan Defendants' obligations under the Wisconsin Rules and/or Federal Rules. The Mylan Defendants will respond to the Document Requests, subject to other objections, as required by applicable Wisconsin law and/or Federal law.

Data,” “Targeted Drug” and “Defined Period of Time.” The Mylan Defendants object to this Document Request to the extent that it demands that documents or information be produced in electronic format, on the grounds that such demand is unduly burdensome or imposes discovery obligations that are broader than the Mylan Defendants’ obligations under the Wisconsin Rules and/or Federal Rules.

Subject to and without waiving any of these objections, the General Objections, or the Reserved Rights, the Mylan Defendants respond as follows: the Mylan Defendants will produce non-privileged documents responsive to this request.

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:

The Mylan Defendants object to Document 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 Mylan Defendants object to this Document 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 Mylan Defendants incorporate by reference their objections to the State’s definitions of the terms “Documents,” “AMPs,” “Targeted Drug” and “Defined Period of Time.” The Mylan Defendants object to this Document Request to the extent that it demands that documents or information be produced in electronic format, on the grounds that such demand is unduly burdensome or imposes discovery obligations that are broader than the Mylan Defendants’ obligations under the Wisconsin Rules and/or Federal Rules.

Subject to and without waiving any of these objections, the General Objections, or the Reserved Rights, the Mylan Defendants respond as follows: the Mylan Defendants will produce non-privileged documents responsive to this request.

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 Pharmaceutical 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:

The Mylan Defendants object to Document 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 Mylan Defendants object to this Document Request on the grounds that it is vague and ambiguous with respect to the language "all," "created," "you," "in your possession," and "any Pharmaceutical sold by other manufacturers." The Mylan Defendants incorporate by reference their objections to the State's definitions of the terms "Documents," "Spread," and "Pharmaceuticals."

Subject to and without waiving any of these objections, the General Objections, or the Reserved Rights, the Mylan Defendants respond as follows: the Mylan Defendants will produce non-privileged documents responsive to this request.

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:

The Mylan Defendants object to Document 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 Mylan Defendants object to this Document Request on the grounds that it is vague and ambiguous with respect to the language “all,” “average sales price,” and “composite price.” The Mylan Defendants incorporate by reference their objections to the State’s definition of the term “Documents.” The Mylan Defendants object to this Document Request to the extent that it demands that documents or information be produced in electronic format, on the grounds that such demand is unduly burdensome or imposes discovery obligations that are broader than the Mylan Defendants’ obligations under the Wisconsin Rules and/or Federal Rules.

Subject to and without waiving any of these objections, the General Objections, or the Reserved Rights, the Mylan Defendants respond as follows: the Mylan Defendants will produce non-privileged documents responsive to this request.

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:

The Mylan Defendants object to Document Request No. 5 on the grounds that it is overly broad and unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The Mylan Defendants object to this Document Request on the grounds that it is vague and ambiguous with respect to the language “all,” “received,” “regarding” and “price.” The Mylan Defendants incorporate by reference their objections to the State’s definitions of the terms “Documents,” and “Targeted Drug.”

Subject to and without waiving any of these objections, the General Objections, or the Reserved Rights, the Mylan Defendants respond as follows: the Mylan Defendants will produce non-privileged documents responsive to this request.

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.

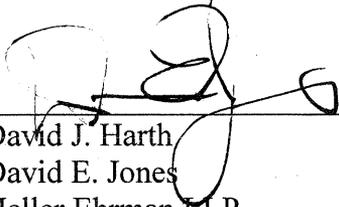
RESPONSE TO REQUEST NO. 6:

The Mylan Defendants object to Document 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 Mylan Defendants object to this Document 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 Mylan Defendants incorporate by reference their objections to the State’s definitions of the terms “Documents,” and “Targeted Drug.” The Mylan Defendants object to this Document Request to the extent that it demands production of documents or information that are more appropriately sought from third parties to whom the Document Request has been or should be directed.

Subject to and without waiving any objections, the General Objections, or the Reserved Rights, the Mylan Defendants respond as follows: the Mylan Defendants will produce non-privileged documents responsive to this request.

Dated: Madison, Wisconsin
July 15, 2005

Respectfully submitted,



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Of Counsel

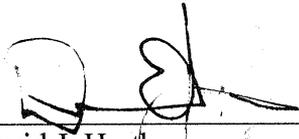
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CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of July 2005, a true and correct copy of Defendants Mylan Laboratories Inc.'s and Mylan Pharmaceuticals Inc.'s Responses and Objections to Plaintiff's First Set of Requests for Production of Documents to All Defendants was served upon Plaintiff the State of Wisconsin's counsel, listed below, by hand delivery and upon Defendants' counsel by electronic mail.

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