

Any and all documents referring or relating to drug reimbursements paid to retailers;

Any and all documents referring or relating to drug pricing with regard to retailers; and

Any and all documents referring or relating to launch programs for drugs.

DEFINITIONS

1. The words “document” and “documents” are used in the broadest possible sense and refer, without limitation, to all written, printed, typed, photostatic, photographed, recorded or otherwise reproduced communications or representations of every kind and description, whether comprised of letters, words, numbers, pictures, sounds, or symbols, or any combination thereof, whether prepared by hand or by mechanical, electronic, magnetic, photographic, or other means, as well as audio or video recordings of communications, oral statement, conversations or events. This definition includes, but is not limited to, any and all of the following: day-timers, journals, logs, calendars, handwritten notes, correspondence, minutes, records, messages, memoranda, telephone memoranda, diaries, contracts, agreements, invoices, orders, acknowledgments, receipts, bills, statements, appraisals, reports, forecasts, compilations, schedules, studies, summaries, analyses, pamphlets, brochures, advertisements, newspaper clippings, tables tabulations, financial statements, working papers, tallies, maps, drawings, diagrams, sketches, x-rays, charts, labels, packaging, plans, photographs, pictures, film, microfilm, microfiche, computer-stored or computer-readable data, computer programs, computer printouts, telegrams, telexes, telefacsimiles, tapes, transcripts, recordings, and all other sources or formats from which data, information or communications can be obtained. Any preliminary versions, drafts, or revisions of any of the foregoing, any documents which has or contains any attachment, enclosure, comment, notation, addition, insertion, or marking of any kind which is not a part of another document, or any document which does not contain a comment, notation, addition,

insertion~ or marking of any kind which is part of another document, is to be considered a separate document.

INSTRUCTIONS

1. In responding to these requests, Defendants are required to produce all responsive documents that are in the possession, custody, or control of any of them or any of their agents.

2. All documents that respond, in whole or in part, to any portion of the production requests below shall be produced in their entirety, including all attachments and enclosures.

3. If you withhold any document requested on the basis of a claim that it is protected from disclosure by privilege, work product, or otherwise, provide the following information separately for each such document:

- (a) The name and title of every author, sender, addressee, and recipient by category;
- (b) The date of the document;
- (c) The name and title of each person (other than stenographic or clerical assistants) participating in preparation of the document;
- (d) The name and title of each person to whom the contents of the document have been communicated by copy, exhibition, reading, or summary;
- (e) A description of the nature and subject matter of the document;
- (f) A statement of the basis on which it is claimed that the document is protected from disclosure; and
- (g) The name and title of the person supplying the information requested in subparagraphs (a) through (f) above.

4. Notwithstanding a claim that a document is protected from disclosure, any document so withheld must be produced with the portion claimed to be protected excised.

Dated this 18th day of June, 2008.

s/ Betty Eberle

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CERTIFICATE OF SERVICE

I hereby certify that on the 18th of June, 2008, I caused a true and correct copy of the foregoing Plaintiff's Individual Request for Production of Documents No. 2 to Bristol Myers Squibb Company to be electronically served upon all counsel of record by transmission to LexisNexis File & Serve.

s/ Betty Eberle _____
Betty Eberle

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NACDS

Situation Analysis

National Account Executive: Teri Coward Appointment Date: 11:30 --12:30 until 1:00 if need
August 29, 1999

Customer: **Wal*Mart**

Customer Attendees: Bill Spradlin Generic John Denman Director
Pharmaceutical Buyer Brand Rx Category

Recently promoted Frank Segrave Vice President
Announced Aug 99 Divisional Merchandise
Pharmacy Third Party and
Mail Order.

BMS Attendees: Teri Coward, Frank Stiefel, Edward Kennedy, Tim Crew, John Magid, Tom Brown &
potentially Vince Bilinsky

I. Account Summary *NOTE : Most recent appointment Aug, 4, 1999* *current situation overview*

- August 13,1999 Apothecon Antibiotic/UCD elimination accepted. Apothecon will clear UCD's on Bristol Myers Squibb financial books. Wal*Mart has provide right of first refusal on closed RFP. Current contract items (Cefadroxil, Prinicipen Caps, Oral Susp, Trimox Caps, Oral Susp, Pediatric Drops 15 ml Trimox UOU, Veetids Tabs, Oral Susp and Dicloxacillan Caps. (1999- 2000 value \$6.6. million at current proposed prices) Apothecon received competitive pricing that we must match to remain on formulary. Teva was extremely aggressive with Trimox, Prinicipen and Veetids.(see attached Wal*Mart coorspondent. Cefadroxil will maintained profitable margins 500mg 100's priced to match Zenith & Barr surfaced a price of \$52.15 and \$52.50 Apothecon will maintain @\$52.15 Cholestyramine was added to current fromulary. Se below opening order to be placed Aug 30, 1999.. Apothecon Marketing concerned about supply issue. Apothecon will respond to supply issue / forecasting by August 18,1999

<u>DESCRIPTION</u>	<u>Annual</u> <u>Units</u>	Invoice Price	Annual Sales
CHOLESTYRAMINE LIGHT CANS 210 g.	19,200	\$ 13.00 \$	249,600
CHOLESTYRAMINE LIGHT PACKETS 60s	13,000	\$ 16.50 \$	214,500
CHOLESTYRAMINE REGULAR CANS 378 g.	28,800	\$ 13.00 \$	374,400
CHOLESTYRAMINE REGULAR PACKETS 60s	14,500	\$ 16.50 \$	239,250
CHOLESTYRAMINE Subtotal			1,077,750



- Current UCD's will be cleared by Bristol Myers Squibb . Wal*Mart has agreed to implement procedurs to eliminate UCD's and issues with float / EFT. Implementation date August 9, 1999 To remedy this problem from occurring in the future, they have taken the following steps: listed below (please see call report April 16, 199 for more detailed information)
 - Immediately changed terms in A/P system to reflect date of invoice only, receipt of goods will no longer be an issue.
 - Immediately placed BM-S on a five day a week check writer process versus previous 2 day a week basis.
 - Has agreed to reduce float period from 5 days to 4 days for EFT transfers, if we decide to pursue.
 - Will investigate putting BM-S on a new line item match system for A/P.

UPDATE AUG 11, 1999 discussion with Bristol Myers Squibb finance Wal*Mart is currently paying all invoice on time...On going Bristol Myers Squibb problem with discount seam to have been rectified with the implementation of these above mentioned items
- Direct Status of Wal*Mart now that UCD"s have been cleared (point # 11 page two of Wal*Mart direct purchasing agreement 3/23/99) presented to Frank Segrave and Jim Martin at NACDS annual April 1999. Wal*Mart is requesting a status update and will be prepared at NACDS to comment on direct purchasing agreement.
- Apothecon new specialty detail force has been presented to Wal*Mart management. I have reconfirmed our commitment to the multisource business at the National account level and the benefit of having detail representatives impacting the share of Corzide and Stadol NS. I have expalined the performance expectations of the representatives (potential of 3 new Corzide script a day) we have discussed the impact of Ziack going off patent in March 2000 and that Corzide would be the only Combo Beta / Ace on the market with a 82% response rate. WalMart warehouses 40mg and 80 mg of Corzide and is in a tiered brand rebate with Apothecon so there is a profitable increase to Wal*Mart rebates if we increase share... There is a opportunity for Corzide retail promotions/ potential at Wal*Mart: Objective is to develop a program to adequately stock the chain in preparation to meet the heightened demand generated by our new detail force:::I offered a few ideas for evaluating a stocking program... Wal*Mart would be willing to force out one bottle of each mg strength on a buy one get one free program in Sept / Oct once detail force is up and running and we are producing new RX scripts. I will follow up with John Zalk to confrim program and have available to present at NACDS
- Omapatrilat pre launch post launch retail programs as directed M. Potter memo to Rick Lane May 28, 1999. Omapatrilat pre launch post launch potential retail programs discussed. Potential Wal*Mart retail support for brand marketing pre launch and post launch potential programs with Wal*Mart. Discussions centered around what programs Wal*Mart has run in the past pre launch and post launch with other major Rx launches...

Pre-launch RX programs at Wal* Mart have not been created in the past but Wal*Mart is open to concepts to help generate awareness of a new product. Potential (*switch programs or coming soon programs*) Wal*Mart is concerned regarding Omapatrilat AWP at launch... Stating that they would not put the time in effort in supporting a program if the reimbursement is the same or less AWP @ 16 2/3 % Vs 20%> There question is who sets Bristol Myers Squibb AWP's and why we don't enhance AWP to 22% or 25%.

Post Launch RX Wal*Mart has developed 10 day free sample programs with other vendors immediately after new product launch and has successfully driven share of new Rx's. Wal*Mart would work with Bristol Myers Squibb to offer free 10 day sample to patient, dispense out of regular stock and PCS or HDS data would be utilized to reimburse Wal*Mart for free script and copy.

II. Current situation overview. Above explained in detail

Topics to be discussed at NACDS: MUST BE PREPARED TO DISCUSS/ ADDRESS ...

1. Bristol Myers Squibb AWP on launch of Omapatrilat.
2. Bristol Myers Squibb position on enhancing our AWP'S on current product portfolio
3. Potential Omapatrilat pre launch post launch retail programs. Bristol Myers Squibb
4. Wal*Mart questions will be: Who sets Bristol Myers Squibb AWP's and why we don't enhance AWP to 22% or 25%.
5. Wal*Mart will position themselves to ask question why should Wal*Mart put the time in effort in supporting a program if the reimbursement is the same or less AWP @ 16 2/3 % Vs 20% > then a competing product.
... *I will work with John Magit and Tim Crew to prepare.*

1. Direct Status of Wal*Mart MUST BE PREPARED TO DISCUSS/ ADDRESS
2. Direct Status of Wal*Mart now that UCD's have been cleared Updated contract collecting of Wal*Mart issues relative to contract presented to them in April, 1999
3. Apothecan future products deseating current vendors. Discussion regarding Wal*Mart and Apothecan partnership moving ahead.
4. Corzide seeding programs ... *I will work with John Zalk to finalize and have program and guideline to present at NACDS*

III. Goals..

- ◆ Resolution if we ship direct what does this mean to Wal*Mart. What enhanced programs will come of Bristol Myers Squibb implementation of direct status.
- ◆ Confirmation on Corzide programs date of opening order and inventory push to stores.
- ◆ Omapatrilat prelaunch and post launch programs / ideas...What will work and what is the profit for both Wal*Mart and Bristol Myers Squibb
- ◆ To embrace AWP profit spread to our retailer...Listen to the Wal*Mart executive staff on AWP impact to Wal*Mart pharmacy profit. To leave appointment with a better understanding of retail impact and potential opportunities with pre-launch programs.

IV. Support Materials Required

Bristol Myers Squibb Business Review.

AWP Spread impact on managed care Plans.

Direct purchasing Agreement.

Information on share increase new detail force will have on Corzide and Stadol NS.

Implementation plan for new detail force.