

3. "CMS" means the Centers for Medicare and Medicaid Services and all of its agents, employees, commissioners, and anyone else acting on its behalf and its constituent parts and predecessors, including the Health Care Finance Administration ("HCFA") and the Social Rehabilitative Service.

4. "Communication" means any form of written or oral Communication, including, without limitation, letters, memoranda, electronic mail, voicemail, telegrams, invoices, telephone conversations, face-to-face meetings, and other similar forms of Communication or correspondence.

5. "Concern" and "Concerning" mean directly or indirectly referring to, relating to, constituting, comprising, setting forth, summarizing, reflecting, stating, describing, recording, noting, embodying, mentioning, studying, analyzing, evidencing, discussing, or evaluating.

6. "Defendants" means defendants named in the Second Amended Complaint.

7. "Direct Price" means any figures so categorized and periodically published by a Publisher, including but not limited to such figures published by the Medical Economics Company.

8. "Dispensing Fee" shall mean any fee set by Wisconsin Medicaid and similar fees paid to Providers by You pursuant to any other Program.

9. "Document" shall be used in the comprehensive sense contemplated by Wisconsin Rules of Civil Procedure and shall mean any kind of tangible material, whether written, recorded, microfilmed, microfiched, photographed, computerized, reduced to an electronic or magnetic impulse, or otherwise preserved or rendered, and including, but not

limited to, papers, agreements, contracts, notes, memoranda, electronic or computer-transmitted messages viewed via monitor, correspondence, letters, e-mails, facsimile transmissions, statements, invoices, record books, reports, studies, analyses, minutes, working papers, charts, graphs, drawings, appointment books, diaries, indices, tapes, summaries and/or notes Concerning telephone conversations, personal conversations, interviews, and meetings, and any and all other written, printed, record, taped, typed, duplicated, reproduced or other tangible matter in Your possession, custody or control, including, all copies which are not identical to the originals, such as those bearing marginal comments, alterations, notes, or other notations not present on the original Document as originally typed, written, or otherwise prepared.

10. "EAC" or "Estimated Acquisition Cost" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 447.301.

11. "HHS" means the U.S. Department of Health and Human Services, including all of its agents, employees, and anyone else acting on its behalf.

12. "HHS-OIG" means the Office of the Inspector General of the U.S. Department of Health and Human Services, including all of its agents, employees, and anyone else acting on its behalf.

13. "Listserv" means an electronic discussion group in which subscribers receive the submissions of other subscribers and may post their own submissions, including without limitation: (a) any computer program that maintains a list of e-mail addresses in order that users can send e-mail addressed to all persons on such list; (b) mailing list software that automatically distributes messages to members on a mailing list; and, (c) any other computer program that automatically redistributes e-mail to a list of addresses.

14. “MAC” or “Maximum Allowable Cost” shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 50.504, in any State Plan or as defined by the Wisconsin Department of Health and Family Services and Division of Health Care Financing.

15. “Manufacturer” means a company that manufactures pharmaceutical products, including, without limitation, the Subject Drugs.

16. “Multiple Source Drug” means a drug marketed or sold by two or more manufacturers or labelers or a drug marketed or sold by the same manufacturer or labeler under two or more different proprietary names or both under a proprietary name and without such a name.

17. “Participant” or “Beneficiary” means a Person for whom You provide health insurance coverage, including policyholders and dependents, or any other health care or health benefits via any program.

18. “Person” means any natural person or any business, corporation, partnership, proprietorship, association, organization, governmental entity, group of Persons, or other entity of whatever nature.

19. “Program” means any program under which You purchase pharmaceuticals or through which You pay reimbursement for pharmaceuticals and shall include the Wisconsin Department of Health and Family Services, the Division of Health Care Financing, the State of Wisconsin’s Medicare and/or Medicaid program, and any insurance program that provides pharmaceutical benefits to Your employees.

20. "Provider" means any entity or person that provides health care to any Participant or Beneficiary to whom You provide health insurance coverage or benefits, or any entity or person to whom Plaintiff provides reimbursement for drugs.

21. "Publisher" means any pharmaceutical data publishing service, including but not limited to the Medical Economics Company's Drug Topics Red Book ("Red Book"), American Druggist First DataBank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals ("Blue Book"), and Medi-Span's Master Drug Database ("Medi-Span").

22. "Rebate" means any rebate paid pursuant to 42 U.S.C. § 1396r-8 or an agreement thereunder.

23. "Subject Drug" or "Subject Drugs" means the drugs attributed to Sandoz in Exhibits D and E of the Second Amended Complaint.

24. "Second Amended Complaint" means the Second Amended Complaint filed in this action by You on or about June 28, 2006.

25. "You," "Your," "Plaintiff," "State" or "the State" refer collectively to Plaintiff State of Wisconsin, any current or former office, agency, or body of the State, including, but not limited to the Office of the Governor, the Office of the Attorney General, the Office of the Inspector General, the Department of Health and Family Services, the Division of Health Care Financing, Wisconsin Medicaid, the state legislature, legislative committees, all successors and predecessors, and officials, agents, including but not limited to Electronic Data Systems Corporation ("EDS"), First DataBank, Inc., employees, commissions, boards, divisions,

departments, instrumentalities, and others acting on their behalf or involved in administering, overseeing, or monitoring any program of the State, including Wisconsin Medicaid, that provides reimbursement for pharmaceutical products.

26. “WAC” or “Wholesale Acquisition Cost” means any price represented by any Defendant as a price to any entity that purchases pharmaceutical products from a Manufacturer and resells such pharmaceutical products to any other Person and/or Provider, or any price periodically published as WAC by a Publisher, including but not limited to First DataBank, Inc.

27. “Wisconsin Medicaid” or “Medicaid” means the State of Wisconsin’s Medicaid Program, as administered by the Wisconsin Department of Health and Family Services, Division of Health Care Financing and all of its agents, employees, commissioners, and anyone else acting on its behalf and its constituent parts and predecessors.

GENERAL INSTRUCTIONS

1. The responses to each request shall include such information as is within Your custody, possession, or control, or that of Your attorneys, investigators, agents, employees, experts retained by You or Your agents, attorneys, or other representatives.

2. Each request shall be answered separately.

3. To the extent that the answer to any request varies for any of the agencies or departments included within the definition of “You,” each should answer separately.

4. Unless otherwise specified, provide all of the requested information for the period of 1993 until the present. If it is necessary to refer to a prior time to fully answer a request, please do so.

5. Electronic or computerized information, documents or data shall be produced in a format that permits the document to be searched by electronic means, such as multi-page TIFF files with corresponding OCR-text files or searchable PDF files.

6. If You cannot answer a request after exercising due diligence to secure the information to do so: (a) answer to the extent possible; (b) state the basis for Your inability to answer the remainder; (c) state whatever information or knowledge You have Concerning the unanswered portion; and (d) specify the type of information that You contend is not available, the reason the information is not available to You, and what You have done to locate such information.

7. If You decline to answer all or part of a request based on a claim of privilege or immunity: (a) answer to the extent possible, and (b) state the specific grounds for not answering in full and the facts You contend support Your assertion of a privilege or immunity, providing sufficient information to enable the claim of privilege or immunity to be adjudicated.

8. If You withhold a document on the grounds of privilege or attorney work product, for each such Document please specify: (a) its date; (b) its title; (c) its author; (d) its addressee; (e) the specific privilege under which it is withheld; (f) its general subject matter; and (g) a description of it that You contend is adequate to support Your contention that it is privileged.

9. For each Document withheld under a claim of attorney work-product, also state whether the document was prepared in anticipation of litigation or trial and, if so, identify the anticipated litigation or trial upon which the assertion is based.

10. If You claim that any specific request is objectionable, then: (a) identify the portion of such Request claimed to be objectionable and state the nature and basis of the objection; (b) identify any information withheld pursuant to such objections with sufficient particularity and in sufficient detail to permit the court to determine whether information falls within the scope of such objections; and (c) answer any portion of such Request that is not claimed to be objectionable.

11. Each request extends to all Documents in the possession, custody, or control of You or anyone acting on Your behalf. A Document is to be deemed in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other Person and You (a) own such Document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such Document on any terms; (c) have an understanding, express or implied, that You may use, inspect, examine, or copy such Document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such Document when You sought to do so.

12. If production is requested of a Document that is no longer in Your possession, custody, or control, Identify such document as completely as possible, including the following information: (a) type of document; (b) date of document; (c) date when the document became lost, discarded or destroyed; and (d) identify all persons having knowledge of the contents of the document. If the Document has been destroyed, state the reason for its destruction.

13. The singular is meant to include the plural, and vice versa.

14. “And” and “or” have both conjunctive and disjunctive meanings, and the terms “each,” “any,” and “all” mean “each and every.”

15. When the word “including” is followed by one or more specific examples, those specific instances are only by way of example and do not limit in any way the documents requested.

REQUEST FOR DOCUMENTS TO BE PRODUCED

1. All Documents Concerning requests or claims for reimbursement for the purchase of any of the Subject Drugs pursuant to any Program.

2. All Documents Concerning the calculation, processing, or payment of claims for the Subject Drugs, including, but not limited to, examples of all Provider claim forms used during any period for which You claim damages.

3. All Documents Concerning Communications with Providers Concerning reimbursement for any of the Subject Drugs.

4. Documents sufficient to show the actual net price paid by You for the purchase of any of the Subject Drugs, including but not limited to contracts for the purchase of any of the Subject Drugs. Purchase in this context means actual acquisition as opposed to reimbursement. This request includes Documents from any State entity that purchases drugs, including but not limited to the Bureau of Prisons and State Universities.

5. All Documents Concerning actual or proposed audits of claims submissions and/or invoices.

6. All Documents Concerning Your decision to rely or not rely upon Wholesale Acquisition Cost (“WAC”) in calculating reimbursement of Multiple Source Drugs.

7. All Documents Concerning Your decision to rely or not rely upon Average Wholesale Price (“AWP”) in calculating reimbursement of Multiple Source Drugs.

8. All Documents Concerning Your decision to rely or not rely upon Direct Price in calculating reimbursement of Multiple Source Drugs.

9. All Documents Concerning Your decision to rely or not rely upon AAC in setting reimbursement rates for Multiple Source Drugs.

10. Documents relating to the Wisconsin MAC list or prices, including but not limited to:

- (a) Wisconsin MAC lists or prices in effect since 1977;
- (b) Documents sufficient to show the period during which each Wisconsin MAC list was in effect;
- (c) Documents reflecting the reimbursement rate applicable to each drug on the Wisconsin MAC list;
- (d) Documents Concerning Your decision to add or delete drugs from the Wisconsin MAC list;

- (e) Documents Concerning the implementation, use of, change of, or deletion of a MAC price; and
- (f) Documents Concerning how each MAC was calculated, including but not limited to the prices used in calculating each MAC.

11. All Documents Concerning any research or price determinations made by Wisconsin Medicaid's fiscal agent(s), including, but not limited to EDS and its subcontractors, for the Subject Drugs.

12. All drug pricing files prepared Concerning the Subject Drugs.

13. All non-privileged Documents relating to any actions taken or considered concerning the civil complaints that have been filed by You or any department or agency thereof concerning the pricing of pharmaceuticals, reimbursements for the purchase of pharmaceuticals, or participation in the Medicaid program.

14. All Documents sent to or received from the Listservs "MMA_STATES," "PHARMACY_MMA-L," "NMPAAtalk@listbot.com," or any other Listserv to which you subscribe or belong that distributes communications Concerning drug pricing, including but not limited to documents sufficient to identify each Person who subscribed or belonged to each such Listserv.

15. All Documents sent to or received from any pharmacy or trade association Concerning any matter related to Medicaid drug reimbursements or Rebates.

16. Any Document that discusses, describes, or refers to the following:

(a) 1997 HHS-OIG report entitled Medicaid Pharmacy – Actual Acquisition Cost of Generic Prescription Drug Products (A-06-97-00011) (Aug. 1997);

(b) 2002 HHS-OIG, report entitled Medicaid Pharmacy – Actual Acquisition Cost of Generic Prescription Drug Products (A-06-01-00053) (Mar. 2002);

(c) Wholesale Pricing of Prescription Drugs in Wisconsin, A Study by the Wisconsin Department of Agriculture, Trade and Consumer Protection (July 28, 1995).

17. All Documents supporting, refuting, or otherwise Concerning the allegation in Paragraphs 56 and 88 of the Second Amended Complaint that Sandoz made use of incentives to induce providers to purchase their drugs.

18. All Documents supporting, refuting, or otherwise Concerning the allegation in Paragraphs 40, 43, 49, 59 and 65 of the Second Amended Complaint that Sandoz knowingly and willfully reported false, misleading and inflated AWP, WAC, and/or Direct Price information.

19. All Documents supporting, refuting, or otherwise Concerning the allegation in Paragraphs 34, 53-56, 59 and 65 of the Second Amended Complaint that Sandoz knowingly and willfully falsified and concealed the true market pricing information, including AWP, WAC, and/or Direct Price, for their respective drugs from Wisconsin Medicaid.

20. All documents supporting, refuting, or otherwise Concerning the allegation in Paragraphs 49, 53-54, 58 and 88 of the Second Amended Complaint that Sandoz has entered into secret agreements to conceal the lowest prices charged for their pharmaceutical products.

21. All Documents supporting, refuting, or otherwise Concerning the allegation in Paragraphs 40-41 of the Second Amended Complaint that Sandoz marketed the “spread”.

22. All Documents supporting, refuting, or otherwise Concerning the allegation in Paragraph 99 of the Second Amended Complaint that Sandoz manipulated AWP's in order to gain or maintain a competitive advantage in the market.

23. All Documents Concerning Rebates for the Subject Drugs, including but not limited to all documents Concerning:

(a) Documents sufficient to show Your claims for Rebates for the Subject Drugs;

(b) All Documents Concerning Your calculation of claims for Rebates for the Subject Drugs; and

(c) Invoices for Rebates sent to Sandoz for the Subject Drugs.

24. All First DataBank Documents in Your possession Concerning First DataBank's editorial policies, National Drug Data File (“NDDF”), customer program specifications, data elements, algorithms, or other information available to customers.

25. All Documents Concerning Communications with the pricing compendia, including but not limited to First DataBank and Medi-Span, regarding pricing or reimbursement of drugs.

26. All Documents Concerning Wisconsin Medicaid's and/or the State of Wisconsin's assurances, as required by 42 C.F.R. § 447.333, to HCFA and/or CMS that Wisconsin Medicaid's expenditures for drugs listed in accordance with 42 C.F.R. § 447.331(b)

are in accordance with payment limits specified in 42 C.F.R. § 447.331(b), including, but not limited to, the assurances provided to HCFA/CMS and all documents supporting such assurances.

27. All Documents Concerning Wisconsin Medicaid's and/or the State of Wisconsin's assurances, as required by 42 C.F.R. § 447.333, to HCFA and/or CMS that Wisconsin Medicaid's expenditures for multiple source drugs listed in accordance with 42 C.F.R. § 447.332(a) are in accordance with upper limits specified in 42 C.F.R. § 447.332(b), including, but not limited to, the assurances provided to HCFA/CMS and all documents supporting such assurances.

28. All Documents Concerning Communications between the State and wholesalers, pharmacies, buying groups, or any other entity, regarding Wisconsin MACs or prices for any Subject Drug, including but not limited to Communications between the State and McKesson, Cardinal, VetNet and IPC.

29. All Documents Concerning Communications between Sandoz and the State regarding Medicaid Rebates.

30. All Documents Concerning the State's consideration of AMP in determining Medicaid reimbursement, including but not limited to efforts to calculate AMPs based on URAs (Unit Rebate Amounts).

31. All Documents Concerning the AMP information provided by Sandoz to the State.

Dated: October 11th, 2007

By: 

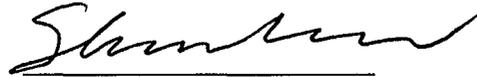
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Certificate of Service

I, Shannon A. Allen, hereby certify that on this 11th day of October, 2007, a true and correct copy of the foregoing Defendant Sandoz Inc.'s First Set of Requests for Production to Plaintiff was caused to be served on the plaintiff's counsel and to all counsel of record by Lexis Nexis File & Serve.



Shannon A. Allen