

---

STATE OF WISCONSIN,	)	
	)	
Plaintiff,	)	No. 04 CV 1709
	)	
v.	)	Unclassified Civil: 30703
	)	
AMGEN INC., <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	

---

**DEFENDANT SANDOZ INC.’S RESPONSES AND OBJECTIONS TO  
PLAINTIFF STATE OF WISCONSIN’S EIGHTH SET OF REQUESTS  
FOR PRODUCTION OF DOCUMENTS TO ALL DEFENDANTS**

Pursuant to §§ 804.01 and 804.09, Wis. Stats., Defendant Sandoz Inc. (“Sandoz”), by its attorneys, hereby asserts its Responses and Objections to Plaintiff State of Wisconsin’s (the “State”) Eighth Set of Requests for Production of Documents to All Defendants (“Eighth Document Requests”), served on or about July 22, 2008, as follows:

**GENERAL OBJECTIONS**

The following General Objections (“Objections”) apply to each Definition, Instruction and Document Request and shall have the same force and effect as if fully set forth as a Specific Objection to each Definition, Instruction and Document Request:

1. Sandoz objects to the Eighth Document Requests to the extent that they are vague, ambiguous, cumulative, duplicative, overly broad, overly burdensome or oppressive, or seek information or documents that are not relevant to the claims or defenses of any party or to the subject matter involved in this action or to the extent they seek documents or information beyond those permitted by the Wisconsin Rules of Civil Procedure and other applicable state and federal law.

2. By objecting to the Eighth Document Requests, Sandoz does not in any way waive or intend to waive: (a) any objections as to the competency, relevancy, materiality, privilege or admissibility as evidence, for any purpose, of any information or documents that may be provided or produced in response to the Eighth Document Requests; (b) any objections as to the vagueness, ambiguity, or other infirmity in the form of any Document Request; (c) any objections based on the undue burden imposed by any Document Request; (d) any objections to the use of the documents or information that may be produced in response to the Eighth Document Requests at any hearings or at trial; (e) any objections to any further discovery requests involving or related to the subject matter of the Eighth Document Requests; and (f) any privileges, rights, or immunity under the Wisconsin Rules of Civil Procedure, Rules of Evidence, statutes, or common law.

3. By stating herein that Sandoz will produce documents in response to a particular Document Request, Sandoz does not assert that it has responsive documents or information or that such material exists, only that it agrees that, at the appropriate time, it will conduct a reasonable search of its files most likely to contain responsive documents or information and produce responsive, non-objectionable, non-privileged documents revealed by such investigation. No objection made herein, or lack thereof, is an admission by Sandoz as to the existence or non-existence of any documents or information.

4. Sandoz' discovery and investigation in this matter are continuing and, therefore, Sandoz responds to the Eighth Document Requests based upon information that is in its possession currently. Pursuant to Section 804.01(5) of the Wisconsin Rules of Civil Procedure, Sandoz reserves its right to amend, supplement, and/or withdraw any objection set forth herein on the basis of documents or information found during its investigation or any discovery that

might be taken in this action. Sandoz expressly reserves its right to rely, at any time including trial, upon subsequently discovered documents, information or information omitted from any response as a result of mistake, oversight or inadvertence.

5. Sandoz objects to each Definition, Instruction and Document Request to the extent that it imposes discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes, common law or local rules and to the extent that the State seeks discovery beyond that permitted by such Wisconsin law.

6. Sandoz objects to each Definition, Instruction and Document Request to the extent it seeks information or documents protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other applicable privilege, immunity or protection against disclosure. Any inadvertent production of any privileged or protected information or document by Sandoz shall not constitute a specific or general waiver of any privilege or protection and shall not preclude Sandoz from objecting to disclosure on any other basis.

7. Sandoz objects to each Definition, Instruction and Document Request to the extent it seeks the production of proprietary or commercially sensitive information, including, but not limited to, personal financial information, confidential or proprietary research, procedures and processes relating to the pricing of pharmaceuticals, current and past marketing plans and methods, and current and past business planning and financial information. Sandoz' production of any document or provision of information pursuant to the Eighth Document Requests shall not be construed as a waiver of confidentiality of any such document or information.

8. Sandoz objects to each Definition, Instruction and Document Request to the extent it requires Sandoz to disclose information or produce documents outside of Sandoz'

possession, custody, or control or no longer in existence, to seek information about or produce documents from persons not currently employed or associated with Sandoz, or to provide or search for information or documents in the possession, custody or control of non-parties. At the appropriate time, Sandoz will only disclose information and produce documents that are within its possession, custody or control.

9. Sandoz objects to each Definition, Instruction and Document Request to the extent it seeks information or documents already in the State's possession, custody, or control or in the possession, custody, or control of any of the State's officers, employees, agents, agencies or departments. Sandoz further objects to each Definition, Instruction and Document Request to the extent it requires Sandoz to search for information publicly available or to search for information or documents for which the burden of deriving or ascertaining the information or documents is substantially the same or less for the State or any of its officers, employees, agents, agencies or departments as it is for Sandoz.

10. Sandoz objects to each Definition, Instruction and Document Request to the extent it is duplicative or redundant of other Definitions, Instructions and Document Requests or other discovery requests propounded by the State. Each document that might, at the appropriate time, be produced in response to a specific Document Request is deemed to be produced in response to every other Document Request or discovery request of the State to which the written response, document or information is or may be responsive.

11. Sandoz objects to each Definition, Instruction and Document Request as unduly burdensome to the extent the use of the terms "each," "any" or "all" seeks the provision or production of all documents on a subject matter. Subject to and without waiver of this obligation, and subject to resolution of Sandoz' other objections set forth herein, Sandoz agrees

that at an appropriate time it will produce non-privileged documents that are located following a reasonable search of those Sandoz files that are most likely to contain documents or information responsive to the Eighth Document Requests.

12. Sandoz reserves the right to seek reimbursement from the State for the cost of producing electronic data and documents.

13. Sandoz objects to any implications and to any explicit or implicit characterization of facts, events, circumstances or issues in the Eighth Document Requests. Sandoz' written response or production of documents or information in connection with a particular Document Request is not intended to indicate that Sandoz agrees with any implication or any explicit or implicit characterization of facts, events, circumstances or issues in the Eighth Document Requests, or that such implications or characterizations are relevant to this action.

14. Sandoz objects to the Eighth Document Requests to the extent it requires documents to be produced dated after the filing of the First Amended Complaint on November 1, 2004, or outside of the relevant statute of limitations.

15. Any documents and information produced in response to the Eighth Document Requests are for use in this litigation only and for no other purpose, and may not be shared with any non-party to this action absent express permission by and compliance with any protective or confidentiality order that may be entered by the Court in this action.

16. Sandoz objects to the Eighth Document Requests to the extent they seek information concerning drugs that are not properly at issue as to Sandoz in this case.

17. Sandoz objects to the State's "Definitions" to the extent that they purport to expand upon or alter Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes, and Court orders.

18. Sandoz objects to the Definitions of “you,” “your,” and “your company” set forth in Definitions Paragraph No. 1 as overbroad, unduly burdensome, and vague and ambiguous, and on the grounds that the Definitions as applied would impose discovery obligations beyond those set forth in the Wisconsin Rules of Civil Procedure and statutes. Sandoz further objects that these Definitions would require Sandoz to speculate as to “all other persons acting or purporting to act on behalf of each defendant or its subsidiaries or predecessors.” Sandoz also objects to these Definitions to the extent that they extend or purport to extend to any corporate entity other than Sandoz Inc., or to the extent they include or purport to include persons other than the present officers, directors, employees, agents, attorneys or representatives of Sandoz who have knowledge of the events relevant to the instant litigation. Sandoz will only disclose information and produce documents within the possession, custody or control of Sandoz Inc.

19. Sandoz objects to the Definitions of “document” and “documents” set forth in Definitions Paragraph No. 2 to the extent that they seek to impose discovery obligations that are broader than, or inconsistent with, Sandoz’ obligations under the Wisconsin Rules of Civil Procedure and statutes. Sandoz further objects to the extent these Definitions would require Sandoz to: (a) produce multiple copies of the same document; (b) conduct an unduly burdensome search for duplicative information including, among other things, electronic databases containing overlapping information; (c) produce documents or data in a particular format; (d) convert documents or data into a particular format; (e) search for and/or produce any documents or data on back-up tapes or from locations not reasonably accessible; (f) produce any proprietary software, data, programs or databases; or (g) violate any licensing agreement, copyright laws, or proprietary rights of third parties.

20. Sandoz objects to Plaintiff's "Instructions" to the extent that they purport to expand upon or alter Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes, and Court orders.

21. Sandoz objects to the Instructions set forth in Instructions Paragraph Nos. 1-2 to the extent that they impose or purport to impose discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure and statutes, and to the extent that the State seeks discovery beyond that permitted by Wisconsin law. Sandoz also objects to the extent that these Instructions would require Sandoz to produce multiple copies of the same document or to conduct an unduly burdensome search for duplicative information including, among other things, electronic databases containing overlapping information. In addition, Sandoz explicitly reserves its right to seek an allocation of the costs of production of any documents, including those maintained in electronic form.

22. Sandoz objects to the Instructions set forth in Instructions Paragraph Nos. 3-4 to the extent that they impose or purport to impose discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure and statutes, and to the extent that the State seeks discovery beyond that permitted by Wisconsin law. If Sandoz asserts the attorney-client privilege, the work-product doctrine, or any other applicable privilege or protection against disclosure, Sandoz will provide the State with a privilege log at the completion of Sandoz' search and production in response to the Eighth Document Requests. Any inadvertent production of any privileged or protected information or document by Sandoz shall not constitute a specific or general waiver of any privilege or protection and shall not preclude Sandoz from objecting to disclosure on any other basis.

## SPECIFIC RESPONSES AND OBJECTIONS

**REQUEST FOR PRODUCTION NO. 23:** Attached hereto as Exh. 1 is a copy of a blank form entitled “HDMA Standard Product Information Pharmaceutical Products.” Please produce all such forms that you have completed (as to any or all of the information on such forms) for any of your drugs from January 1, 1991 to the present as well as all documents that identify each person or entity, if any (including but not limited to Cardinal Health, McKesson Corporation, or Amerisource Bergen Corporation, or any of their predecessor entities), to whom you sent or provided any such forms and the dates that you sent or provided such forms to any such person or entity.

**RESPONSE:** In addition to the foregoing Objections, Sandoz objects to Document Request No. 23 on the grounds that it is overly broad, unduly burdensome, and vague and ambiguous, particularly the phrases “HDMA Standard Product Information Pharmaceutical Products,” “forms you have completed,” “information on such forms,” and “such person or entity to whom you sent or provided any such forms.” Sandoz specifically objects to the characterization of the forms only as “HDMA Standard Product Information Pharmaceutical Products” because HDMA was previously known as NWDA and the forms were previously entitled “NWDA Standard Pharmaceutical Product Information Form.” Further, Sandoz objects to this Request to the extent that it seeks documents neither relevant to the subject matter of this action, relevant to a claim or defense of any party, nor reasonably calculated to lead to the discovery of admissible evidence, because it is not limited to Sandoz drugs properly at issue in this case.

Subject to and without waiving the foregoing objections or the Objections, Sandoz directs the State to Sandoz’ prior document production for documents related to “NWDA Standard Pharmaceutical Product Information Forms.”

**REQUEST FOR PRODUCTION NO. 24:** Any documents reflecting communications with drug wholesalers (including but not limited to Cardinal Health, McKesson Corporation, or Amerisource Bergen Corporation, or any of their predecessor entities) relating to: (a) AWP, SWP, WAC, MAC, FUL, or direct price; or (b) any pricing compendia including but not limited to First DataBank, Medispan, and Red Book.

**RESPONSE:** In addition to the foregoing Objections, Sandoz objects to Document Request No. 24 on the grounds that it is overly broad, unduly burdensome, and vague and ambiguous, particularly the phrases “wholesalers,” “AWP,” “SWP,” “WAC,” “MAC,” “FUL,” “direct price,” “pricing compendia,” or “predecessor entities.” In particular, this Request would require the production of any communications between Sandoz and wholesalers that included AWP or WAC regardless of its relevance to this case. Sandoz also objects to this Document Request to the extent it seeks documents neither relevant to the subject matter of this action, relevant to a claim or defense of any party, nor reasonably calculated to lead to admissible evidence, because, for example, it is not limited to Sandoz drugs properly at issue in this case. Sandoz further objects to this Request to the extent that it is cumulative and duplicative of other Requests, including Document Request No. 9 Plaintiff’s First Set of Interrogatories and Requests for Production of Documents to Defendant Sandoz Inc., served on or about March 22, 2007.

Subject to and without waiving the foregoing objections or the Objections, Sandoz directs Plaintiff to Sandoz’ prior document production, which already includes non-privileged documents responsive to this request, to the extent such documents exist and can be located through a reasonable search of the files likely to include such documents.

**REQUEST FOR PRODUCTION NO. 25:** Documents relating to any contract or agreement with any health-care provider (including but not limited to retail pharmacies (chain or independent), doctors, or long-term care facilities) to share in the profits earned by such provider in connection with the provider’s sale or dispensing of any of your prescription drugs.

**RESPONSE:** In addition to the foregoing Objections, Sandoz objects to Document Request No. 25 on the grounds that it is overly broad, unduly burdensome, and vague and ambiguous, particularly the phrases “contract,” “agreement,” “health-care provider,” “retail pharmacies,” “chain or independent,” “long-term care facilities,” “share in the profits earned,” “in connection with the provider’s sale or dispensing of,” or “prescription drugs.” Sandoz also objects to this

Document Request to the extent it seeks documents neither relevant to the subject matter of this action, relevant to a claim or defense of any party, nor reasonably calculated to lead to admissible evidence, because, for example, it is not limited to Sandoz drugs properly at issue in this case. Sandoz further objects to this Request to the extent that it is cumulative and duplicative of other Requests, including Document Request No. 9 from Plaintiff State of Wisconsin's Written Discovery Request No. 3 (To All Defendants), served on or about November 8, 2005.

Subject to and without waiving the foregoing objections or the Objections, Sandoz directs Plaintiff to Sandoz' prior document production, which includes a substantial number of contract files and communications regarding contracts and pricing.

DATED: New York, New York, August 21, 2008.

WHITE & CASE LLP



Wayne A. Cross (admitted *pro hac vice*)  
Michael J. Gallagher (admitted *pro hac vice*)

WHITE & CASE LLP

1155 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 819-8200  
Facsimile: (212) 345-8113

Shannon A. Allen  
State Bar No. 1024558  
Two Plaza East – Suite 1250  
330 East Kilbourn Avenue  
Milwaukee, WI 53202

*Attorneys for Defendant Sandoz Inc.*

Certificate of Service

I, Lara A. Berwanger, hereby certify that on this 21st day of August, 2008, a true and correct copy of the foregoing Defendant Sandoz Inc.'s Responses and Objections to Plaintiff State of Wisconsin's Eighth Set of Requests for Production of Documents to All Defendants was caused to be served on all counsel of record by Lexis Nexis File & Serve.

/s/ Lara A. Berwanger