

2. By objecting to the Sixth 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 Sixth 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 Sixth 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 Sixth 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 objects 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 Sixth 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 Sixth 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 Sixth 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 Sixth 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 Sixth Document Requests, or that such implications or characterizations are relevant to this action.

14. Sandoz objects to the defined time period 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 Sixth 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 State's "Definitions" to the extent that they purport to expand upon or alter Sandoz' obligations under the Wisconsin Rules of Civil Procedure and Court orders.

17. 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. Sandoz further objects that these Definitions would require Sandoz to speculate as to “all other persons acting or purporting to act on behalf of Defendants or their 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.

18. 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. 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.

19. Sandoz objects to the Definition of “Together Rx programs” set forth in Definitions Paragraph No. 3 on the grounds that it is overly broad, unduly burdensome, and vague and ambiguous. Sandoz further objects to this Definition to the extent it requires Sandoz

to search for information for which the burden of deriving or ascertaining the information is substantially the same or less for the State or any of its officers, employees, agents, agencies or departments as it is for Sandoz. Sandoz also objects to this Definition to the extent it seeks to impose on Sandoz the burden to ascertain or obtain information in the possession of its customers or other nonparties to this action.

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 and Court orders.

21. Sandoz objects to the Instruction set forth in Instructions Paragraph No. 1 to the extent that it imposes or purports to impose discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes and common law, 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 Sixth 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. Sandoz also objects to the extent that this Instruction 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.

22. Sandoz objects to the Instruction set forth in Instructions Paragraph No. 2 to the extent that it imposes or purports 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 this Instruction 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.

23. Sandoz objects to the Instruction set forth in Instructions Paragraph No. 3 to the extent that it imposes or purports to impose discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes and common law, 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 a privilege log at the completion of Sandoz' search and production in response to the Sixth 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.

24. Sandoz objects to the Instruction set forth in Instructions Paragraph No. 4 to the extent that it imposes or purports to impose discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes and common law, 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 Sixth 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.

25. Sandoz objects to the Instruction set forth in Instructions Paragraph No. 5 to the extent that it imposes or purports to impose discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes and common law, and to the extent that the State seeks discovery beyond that permitted by Wisconsin law. Sandoz further objects to the Instruction set forth in Instructions Paragraph No. 5 to the extent it requires the production of documents dated after the filing of the First Amended Complaint in this action on November 1, 2004, or outside of the relevant statute of limitations.

SPECIFIC OBJECTIONS

Document Request No. 20

The following documents relating to the Together Rx programs:

- (a) contracts or written agreements with providers (including doctors and retail pharmacies);**
- (b) documents identifying or relating to the reimbursement to participating providers (including doctors and retail pharmacies) for the ingredient cost of covered prescription drugs, including but not limited to, any formula for reimbursement based on the average wholesale price ("AWP") of such drugs;**
- (c) documents identifying or relating to the amount of the dispensing fee paid to participating providers (including doctors and retail pharmacies) for covered prescription drugs;**
- (d) documents identifying or relating to the eligibility requirements for participation in the Together Rx programs; and**
- (e) documents identifying your prescription drugs covered by the Together Rx programs.**

Responses and Objections to Document Request No. 20

In addition to the foregoing General Objections, Sandoz objects to Document Request No. 20 on the grounds that it is overly broad, unduly burdensome, and vague and ambiguous, particularly the phrases “providers,” “participating providers,” “covered prescription drugs,” and “your prescription drugs.” Sandoz also objects to this Document Request to the extent it seeks information 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. Sandoz further objects to this Document Request to the extent it seeks information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other applicable privilege, immunity, or protection against disclosure. Sandoz also objects to Document Request No. 20 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. Sandoz further objects to this 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.

Subject to and without waiving the foregoing objections or the General Objections, Sandoz responds as follows: Upon a reasonable inquiry, Sandoz states that it has never been a participant in the Together Rx programs and, thus, would not have documents responsive to this Document Request.

Document Request No. 21

All documents relating to any program of yours that provides, or is marketed as providing, a discount or savings to consumers for any of your prescription drugs. Examples of such programs are the Novartis Savings Program a/k/a the Novartis Care Plan (Novartis Care Card), Pfizer for Living Program (Pfizer Share Card), Pfizer U Share Prescription Drug Discount Card, and the GlaxoSmithKline Orange Card. This request includes, but is not limited to, the following documents:

- (a) contracts or written agreements with providers (including doctors and retail pharmacies);**
- (b) documents identifying or relating to the reimbursement to participating providers (including doctors and retail pharmacies) for the ingredient cost of covered prescription drugs, including but not limited to, any formula for reimbursement based on the AWP of such drugs;**
- (c) documents identifying or relating to the amount of the dispensing fee paid to participating providers (including doctors and retail pharmacies) for covered prescription drugs;**
- (d) documents identifying or relating to the eligibility requirements for participation in the program; and**
- (e) documents identifying your prescription drugs covered by the program.**

Responses and Objections to Document Request No. 21

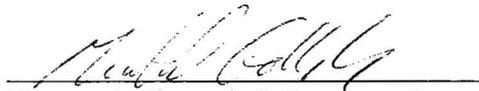
In addition to the foregoing General Objections, Sandoz objects to Document Request No. 21 on the grounds that it is overly broad, unduly burdensome, and vague and ambiguous, particularly the phrases “providers,” “participating providers,” “covered prescription drugs,” and “your prescription drugs.” Sandoz also objects to this Document Request to the extent it seeks information 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. Sandoz further objects to this Document Request to the extent it seeks information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other applicable privilege, immunity, or protection against disclosure. Sandoz also objects to Document Request No. 21 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. Sandoz further objects to this 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.

Subject to and without waiving the foregoing objections or the General Objections, Sandoz responds as follows: Upon a reasonable inquiry, Sandoz states that it is not aware of any consumer discount or savings programs marketed by Sandoz during the relevant time period.

DATED: New York, New York, February 13, 2008.

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Certificate of Service

I, Brian L. Bank, hereby certify that on this 13th day of February, 2008, a true and correct copy of the foregoing Defendant Sandoz Inc.'s Responses and Objections to Plaintiff State of Wisconsin's Sixth 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/ Brian L. Bank