

STATE OF WISCONSIN,

Plaintiff,

Case No.: 04-CV-1709

v.

ABBOTT LABORATORIES, et al.,

Defendants.

---

**DEFENDANTS WATSON PHARMACEUTICALS, INC.'S AND  
WATSON PHARMA, INC.'S RESPONSES AND OBJECTIONS TO  
PLAINTIFF STATE OF WISCONSIN'S SIXTH SET OF REQUESTS FOR  
PRODUCTION OF DOCUMENTS TO ALL DEFENDANTS**

---

Pursuant to Wis. Stat. §804.09, defendants Watson Pharmaceuticals, Inc. and Watson Pharma, Inc. ("Watson"), by their attorneys, object and respond to Plaintiff's Sixth Set of Requests for Production of Documents to All Defendants ("Requests") as follows:

**Preliminary Statement**

1. These responses and objections are made solely for the purposes of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety, and admissibility, and to any and all other objections that may be applicable at a trial or other hearing or proceeding, all of which objections and grounds are expressly reserved and may be interposed at the time of trial.
2. Watson's responses and objections shall not be deemed to constitute admissions:
  - a. that any particular document or thing exists, is relevant, non-privileged, or admissible in evidence; or
  - b. that any statement or characterization in the Requests is accurate or complete.

3. Watson's responses are made based upon reasonable and diligent investigation conducted to date. Discovery and investigation in this matter are ongoing, and Watson reserves the right to amend its responses and to raise any additional objections it may have in the future. These responses are made based upon the typical or usual interpretation of words contained in the Requests, unless a specific definition or instruction has been provided and/or agreed upon.

4. Watson's responses to the Requests contain information subject to the Protective Order entered on November 29, 2005 in this matter and must be treated accordingly.

### **General Objections**

Watson objects generally to the Requests as follows:

1. Watson objects to Plaintiff's "Definitions" and "Instructions" to the extent Plaintiff intends to expand upon or alter Watson's obligations under the Wisconsin Rules of Civil Procedure. Watson will comply with applicable rules of civil procedure in providing its responses and objections to the Requests.

2. Watson objects to each Request to the extent that it calls for the identification or production of documents or information not relevant to the issues in this action and is not reasonably calculated to lead to the discovery of admissible evidence, or are overly broad, unduly burdensome, ambiguous, or vague.

3. Watson objects to the definition of "Documents" on the grounds that it is vague and ambiguous and to the extent that it seeks to impose obligations beyond those imposed by the applicable Wisconsin Rules of Civil Procedure. Watson further objects to this definition to the extent that it purports to require Watson to identify or produce documents or data in a particular form or format, to convert documents or data into a particular file format, to produce documents or data on any particular media, to search for and/or produce or identify documents or data on back-up tapes, to produce any proprietary software, data, programs or databases, to violate any

licensing agreement or copyright laws, or to produce data, fields, records, or reports about produced documents or data. The production of any documents or data or the provision of other information by Watson as an accommodation to Plaintiff shall not be deemed to constitute a waiver of this objection.

4. Watson objects to the extent that any Request seeks information that is protected from disclosure by the work product doctrine, the attorney-client, accountant-client, consulting expert, or investigative privileges, by any common interest or joint defense agreement, or by any other applicable privilege or protection. To the extent that any such protected documents or information are inadvertently produced in response to these Requests, the production of such documents or information shall not constitute a waiver of Watson's right to assert the applicability of any privilege or immunity to the documents or information, and Watson demands that any such document or information be returned to Watson's counsel immediately upon discovery thereof. Watson agrees to prepare and provide Plaintiff with a listing or log of documents withheld on the grounds of privilege at the conclusion of its final production.

5. Watson objects to each Request to the extent that it calls for production of documents or information not within its possession, custody, or control. In responding to these requests, Watson has undertaken or will undertake a diligent and reasonable search of documents and information within Watson's current possession, custody, or control.

6. Watson objects to the definition of the time period covered by the Requests to the extent it encompasses any time period after June 3, 2004, the date Plaintiff filed its original Complaint in this case.

7. Watson expressly incorporates the above General Objections into each specific response to the Requests set forth below as if set forth in full therein. The response to a Request shall not operate as a waiver of any applicable specific or general objection to the Request.

## Responses To Specific Requests

**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.

**RESPONSE TO REQUEST NO. 20:** Notwithstanding the foregoing General

Objections, and without waiving them, Watson responds to Document Request No. 20 that based upon a reasonable search, Watson does not have documents responsive to this Request because it does not participate in the Together Rx program.

**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.

**RESPONSE TO REQUEST NO. 21:** In addition to its General Objections, which are incorporated herein by reference, Watson objects to Document Request No. 21 on the grounds that it is overly broad, and the following terms or phrases are vague, ambiguous and undefined: “any program of yours that provides, or is marketed as providing,” “a discount or savings,” and “consumers.” Watson further objects to this Request to the extent it seeks documents relating to programs that “provide, or [are] marketed as providing, a discount or savings to” consumers of Watson’s products because such documents are neither relevant to the subject matter involved in the pending action, nor likely to lead to the discovery of admissible evidence.

Notwithstanding the foregoing General and Specific Objections, and without waiving them, Watson responds that based upon a reasonable search, and to the extent this Request seeks documents relating to programs that “provide, or [are] marketed as providing, a discount or savings to consumers” Watson does not have documents responsive to this Request because Watson does not participate in or offer any such programs.

Dated this 13th day of February, 2008.

GASS WEBER MULLINS LLC  
Attorneys for Watson Pharmaceuticals, Inc.  
and Watson Pharma, Inc.

s/Ralph A. Weber  
Ralph A. Weber, SBN 1001563  
309 North Water Street, Suite 700  
Milwaukee, WI 53202  
Tel: (414) 224-7698  
Fax: (414) 224-6116

**Certificate of Service**

I hereby certify that on this 13th day of February 2008, a true and correct copy of **DEFENDANTS WATSON PHARMACEUTICALS, INC.'S AND WATSON PHARMA, INC.'S RESPONSES AND OBJECTIONS TO PLAINTIFF STATE OF WISCONSIN'S SIXTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO ALL DEFENDANTS** was served on all counsel of record by Lexis Nexis File & Serve®.

s/Ralph A. Weber\_\_\_\_\_