

STATE OF WISCONSIN,

Plaintiff,

v.

AMGEN, INC., et al.,

Defendants.

Case No. 04-CV-1709

**ASTRAZENECA PHARMACEUTICALS LP'S AND ASTRAZENECA LP'S
FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND
FIRST SET OF INTERROGATORIES DIRECTED TO PLAINTIFF**

Pursuant to Wis. Stat. §§ 804.08 and 804.09, Defendants AstraZeneca Pharmaceuticals LP and AstraZeneca LP (collectively "AstraZeneca") request that Plaintiff, the State of Wisconsin, produce the documents specified in the requests set forth below (the "Requests") by making them available for inspection and copying at the offices of Stafford Rosenbaum LLP, 222 West Washington Avenue, Suite 900, Madison, Wisconsin 53703, or at such other place and in such manner as may be mutually agreed upon between counsel for the parties, and respond to each of the following Interrogatories (the "Interrogatories"), separately, fully, in writing, and under oath, and to serve their responses upon counsel for defendant within thirty (30) days from the date of service of these Requests and Interrogatories.

DEFINITIONS

The following terms used in these Requests and Interrogatories, whether or not capitalized, are defined as follows:

A. "AstraZeneca's Subject Drugs" means all drugs that You attribute to AstraZeneca and list in the Second Amended Complaint.

B. “Average Sales Price” or “ASP” means the weighted average of all non-federal sales from manufacturers to wholesalers and is net of chargebacks, discounts, fees, rebates, and other price concessions tied to the purchase of the drug product, regardless of whether these incentives are paid to the wholesaler or the retailer.

C. “AWP” or “Average Wholesale Price” means any figures so categorized and published by one or more pharmaceutical industry compendia, including the Drug Topics Red Book (the “Red Book”), American Druggist First Databank Annual Directory of Pharmaceuticals (“First DataBank” or “Blue Book”) and Medi-Span’s Master Drug Database (“Medi-Span”).

D. “Best Price” shall have the meaning set forth in 42 U.S.C. § 1396r-8(c)(1)(C).

E. “CMS” means the Centers for Medicare and Medicaid Services and all its agents, employees, commissioners, and anyone else acting on its behalf, its sub-agencies and departments, and any of its predecessors, including the Health Care Finance Administration and the Social Rehabilitative Service.

F. “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.

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

H. “Covered Entity” means and refers to those facilities and programs eligible to purchase discounted drugs through the Public Health Service Act’s 340B drug pricing program.

I. “Document” or “documents” shall mean any type of tangible material, whether, written, recorded, microfilmed, microfiched, photographed, computerized, reduced to an electronic or magnetic impulses, 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, emails, facsimile transmissions, statements, invoices, record books, reports, studies, analyses, minutes, working papers, charts, graphs, drawings, calendars, appointment books, diaries, indices, tapes, summaries and/or notes regarding telephone conversations, personal conversations, interviews, and meetings, and any and all other written, printed, recorded, 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, other notations not present on the original document as originally typed, written, or otherwise prepared.

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

K. “Federal Agencies” means each or any of CMS, Health Care Financing Administration and all its agents, employees, commissioners, and anyone else acting on its behalf; the United States Department of Health and Human Services, including all its agents, employees, commissioners, and anyone else acting on its behalf; or the United States Department of Justice, Office of the Inspector General and all its agents, employees, commissioners, and anyone else acting on its behalf.

L. “Identify” means, with respect to a Document, to give, to the extent known: (i) the type of document; (ii) the general subject matter; (iii) the date of the document; and (iv) the author(s), addressee(s) and recipient(s). If any such Document was, but is no longer, in Your possession, custody or control or in existence, state whether it (i) is missing or lost, (ii) has been destroyed, (iii) has been transferred, voluntarily or involuntarily, to others, or (iv) was otherwise disposed of, and in each instance, explain the facts and circumstances surrounding such disposition, Identify the Person(s) who authorized such disposition, and state the date or approximate date of such disposition.

M. “Identify” means, with respect to persons or entities, to give the full name, present or last known address, and present or last known phone number. Further, when referring to a natural person, it means the present or last known place of employment. Once a person or entity has been identified in accordance with this paragraph, only the name of that person or entity need be listed in response to subsequent discovery requests in the identification of that person or entity.

N. “Identify” with respect to oral communications shall mean to give: (i) the communication medium, i.e., in person or telephonic; (ii) the date of each such communication; (iii) the full name and current business and residence address of those who were present at each communication; and (iv) the substance and nature of each such communication.

O. “Medicaid” means and refers to the Federal program established in 1965 under Title XIX of the Social Security Act to use Federal and State funds to pay for the costs of certain medical services and care.

P. “Medicaid Rebate” means any rebate paid pursuant to 42 U.S.C. § 1396r-8 or an agreement thereunder.

Q. “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.

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

S. “Provider” means any Person that provides health care to any Participant or Beneficiary, or any person to whom Plaintiff provides reimbursement for drugs dispensed to a Participant or Beneficiary.

T. “Publisher” means any pharmaceutical data publishing service, including but not limited to Red Book, First Data Bank, and Medi-Span.

U. “Relevant Time Period” means January 1, 1992 until the present.

V. “Second Amended Complaint” means the Complaint filed by You on or about June 28, 2006.

W. “State Entity” means any entity controlled by the State, including but not limited to, State hospitals, centers, and clinics; State correctional facilities; State educational facilities; and county health departments.

X. “Subject Drugs” means all drugs that You attribute to any Defendant and list in the Second Amended Complaint.

Y. “Third Party Administrator” means any entity that provides administrative services to You concerning any medical benefit provided to any Participant or Beneficiary including but not limited to Electronic Data Systems Corporation.

Z. “WAC” or “Wholesale Acquisition Cost” means any price represented 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 categorized and published as WAC by a Publisher, or WAC as used by You in the Complaint or any amendment thereto.

AA. “You,” “Your,” “State,” or “Plaintiff” refer collectively to Plaintiff State of Wisconsin, any state office, agency, or body, including but not limited to the Office of the Attorney General, the Department of Public Health, the Medicaid Agency, the state Auditor, the state legislature, legislative committees, all successors and predecessors, and officials, agents, employees, commissions, boards, divisions, departments, agencies, instrumentalities, administrators and other Persons or entities acting on their behalf and/or involved in administering, overseeing, or monitoring any State program, including Medicaid, that provides reimbursement for pharmaceutical products.

GENERAL INSTRUCTIONS

A. Unless otherwise specified, provide all of the requested Documents for the Relevant Time Period. If it is necessary to produce Documents from a prior time to fully respond to a Request, please do so.

B. These Requests are directed to the State of Wisconsin, as defined in Definition AA above, and any State office, agency, or body that may be in possession of responsive Documents.

C. Provide the following information for each Document withheld on the grounds of privilege: (i) its date; (ii) its title; (iii) its author; (iv) its addressees; (v) all of its recipients; (vi) the specific privilege under which it is withheld; (vii) its general subject matter;

and (vii) a description of it that You contend is adequate to support Your contention that it is privileged.

D. If You claim that any specific Request is objectionable, then: (i) Identify the portion of such Request claimed to be objectionable and state the nature and basis of the objection; (ii) Identify any Documents 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 (iii) produce Documents responsive to any portion of such Request that is not claimed to be objectionable.

E. 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 (i) own such Document in whole or in part; (ii) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such Document on any terms; (iii) have an understanding, express or implied, that You may use, inspect, examine, or copy such Document on any terms; or (iv) have, as a practical matter, been able to use, inspect, examine, or copy such Document when You sought to do so.

F. If production is requested of a Document that is no longer in Your possession, custody, or control, state when the Document was most recently in Your possession, custody, or control, how the Document was disposed of, and the identity of the Person, if any, presently in possession, custody, or control of such Document. If the Document has been destroyed, state the reason for its destruction.

G. These Requests are continuing in nature as required by the Wisconsin Statutes or other governing rules so as to require, whenever necessary, continuing production and

supplementation of responses between the initial date for production set forth above and the end of trial.

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

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

SPECIFIC REQUESTS FOR DOCUMENTS TO BE PRODUCED

1. All Documents referred to or relied upon in responding to the Interrogatories below.

2. All Documents concerning any requests by You for any information concerning the prices, costs, or reimbursement for AstraZeneca’s Subject Drugs, including, but not limited to, contracts, memoranda of understanding, agreements, Provider contracts, or Communications concerning the calculation, monitoring, or payment of claims for AstraZeneca’s Subject Drugs.

3. All Documents concerning Medicaid Rebates, discounts, or reimbursements for AstraZeneca’s Subject Drugs, including, but not limited to, all Documents concerning unit rebate amounts; all rebate invoices; all transactional data; all Communications between You and the federal government concerning utilization and “per-unit” rebate data; all Communications between You and AstraZeneca concerning Medicaid Rebates; and all memoranda, analyses, or other Documents in Your possession concerning Medicaid Rebates, discounts, or reimbursements for AstraZeneca’s Subject Drugs.

4. All Documents concerning any negotiations by You or on Your behalf with AstraZeneca concerning Medicaid reimbursement, discounts, or pricing of pharmaceutical products.

5. All Documents concerning the actual or estimated losses, damages, or alleged overpayments made by You as a result of AstraZeneca's alleged misconduct.

6. All Documents constituting or concerning any requests, surveys, or other efforts conducted by You, or on Your behalf, to determine the actual acquisition costs of AstraZeneca's Subject Drugs to Providers.

7. All Documents supporting, refuting, or otherwise concerning Your claim, alleged in paragraph No. 40 of the Second Amended Complaint, that AstraZeneca reported "false and inflated AWP's" for its drugs.

8. All Documents supporting, refuting, or otherwise concerning Your claim, alleged in paragraph No. 41 of the Second Amended Complaint, that AstraZeneca markets its products on the basis that the "spread" for its drugs is higher than that of competing drugs.

9. All Documents supporting, refuting, or otherwise concerning Your claim, alleged in paragraph No. 49 of the Second Amended Complaint, that AstraZeneca has "illegally and deceptively misrepresented and inflated the wholesale acquisition cost ('WAC') of its drugs.

10. Documents supporting, refuting, or otherwise concerning Your claim, alleged in paragraph Nos. 52 through 56 of the Second Amended Complaint, that AstraZeneca has concealed the "true price" of its drugs from You.

11. All Documents concerning any alleged misrepresentation or omission by AstraZeneca which You claim You relied upon with respect to reimbursing for AstraZeneca's Subject Drugs.

12. All Documents concerning ASP data provided to the State by AstraZeneca, including, but not limited to, Documents reflecting, concerning, or discussing Your

receipt of this data, and Documents concerning or describing how this data has been used, relied upon, or considered in evaluating, revising, or setting payments to Providers under Your Medicaid Program.

13. All Documents relating to the purchase of AstraZeneca's Subject Drugs by State Entities, including, but not limited to, the prices at which these drugs were acquired by these State Entities.

14. All Documents concerning rebates paid to You by AstraZeneca under the state supplemental rebate program, including, but not limited to, Documents reflecting, concerning, or discussing Your receipt of these rebates.

15. All Documents concerning Your discussions or negotiations with AstraZeneca concerning potential rebates under the state supplemental rebate program, including, but not limited to, documents relating to Your acceptance or rejection of rebate offers from AstraZeneca.

16. All documents concerning how Medicaid Rebates or supplemental rebates supplied by AstraZeneca were utilized or spent by You.

17. All Documents and data concerning the prices, costs, or reimbursement for AstraZeneca's Subject Drugs provided to You by third parties, including, but not limited to, retail pharmacies, wholesalers, Providers, provider groups, pricing compendia, and other States in response to formal or informal requests.

18. All Documents concerning or discussing prices available to or paid by Covered Entities for AstraZeneca's Subject Drugs, including, but not limited to, Documents reflecting or concerning Your receipt of this pricing information, and Documents reflecting or

concerning how this information has been used, relied upon, or considered in evaluating, revising, or setting payments to Providers under Your Medicaid Program.

19. All Documents reflecting Communications between any of your employees or agents and any other party, including, but not limited to, Providers, fiscal agents or contractors, pharmaceutical companies, pharmacy associations, and other states concerning dispensing fees, dispensing costs, or the pricing or reimbursement of AstraZeneca's Subject Drugs.

20. All Documents supporting the elements of each of the claims You assert against AstraZeneca in the Second Amended Complaint.

INTERROGATORIES

1. For each of AstraZeneca's Subject Drug for which You claim to have overpaid, state the total amount You paid in reimbursements for each NDC in each quarter and the total amount You paid in dispensing fees for each NDC in each quarter.

2. Identify, by drug name, NDC, and quarter, the amount that You contend You overpaid for each of AstraZeneca's Subject Drug as a result of AstraZeneca's alleged misconduct, as described in the Second Amended Complaint, and describe how those amounts were calculated.

3. State each fact on which You base Your claim, alleged in paragraph Nos. 40 through 49 of Your Second Amended Complaint, that AstraZeneca provided or caused to be provided false and inflated AWP and WACs, and for each such instance:

- a) Identify what the true AWP or WAC allegedly was; and the AstraZeneca Subject drug You assert was involved;
- b) Identify every instance in which any Person currently or formerly employed by or serving as a contractor to You was misled or deceived by a misrepresentation; and

c) Identify every Document you rely on in support of Your claim.

4. Identify all Persons currently or formerly employed by You, or who currently or formerly served as a contractor to You, with any knowledge of or responsibility for the following, and for each such Person, state the subject of information that Person is likely to have:

- a) Any claim or allegation asserted in Your Second Amended Complaint with regards to AstraZeneca;
- b) The methodology or methodologies that You use to determine the amount You pay providers for AstraZeneca's Subject Drugs;
- c) The negotiation of or execution of any contract, memorandum, or agreement between You and any Provider concerning Your reimbursement for AstraZeneca's Subject Drugs or AWP's for such drugs;
- d) The processing of payments for Provider claims for reimbursement regarding AstraZeneca's Subject Drugs;
- e) The adoption, rejection, amendment to, consideration, or negotiation of any State supplemental rebate program for any of AstraZeneca Subject Drugs;
- f) Establishing, considering, or setting of the dispensing fees or fees for professional services payable in connection with the supply or administration of AstraZeneca's Subject Drugs by You; and,
- g) The AWP, AMP, MAC, WAC, EAC, Best Price, or other prices, costs, reimbursement rates, or other benchmarks for AstraZeneca's Subject Drugs.

5. Identify each Provider who actually received allegedly inflated amounts of reimbursement from You as a result of AstraZeneca's alleged misconduct. For each Provider Identified, state whether You have sought to recover from such Provider alleged overpayments of reimbursement amounts, and, if so, Identify each action, proceeding, or other effort by which you attempted to recover such alleged overpayments; and if not, state the basis for your failure to do so.

6. Identify each and every representation, whether written or oral, made by AstraZeneca to the State that You claim to be false, and for each such representation state:

- a) the author or source of the representation;
- b) the recipient of the representation;
- c) the date of the representation;
- d) the form of the representation;
- e) the content of the representation.

7. Identify all statutes, regulations, rules or other authority on which you rely to claim that AstraZeneca had a legal duty to price its prescription drugs in a particular way; to refrain from discounting the prices of its prescription drugs; to refrain from confidential price negotiations concerning its prescription drugs; or to publicly disclose the results of confidential price negotiations.

8. Describe whether and for what purposes You have used ASP data provided by AstraZeneca, including, but not limited to, how such information has been used, relied upon, or considered in evaluating, revising, or setting payments to Providers under Your Medicaid Program.

9. Identify all Persons or agencies that were part of the decision whether or not to use, rely upon, reference, or consider AstraZeneca's ASP data in evaluating, revising, or setting payments to Providers under Your Medicaid Program.

10. Identify when, if ever, You began to use, rely upon, or consider AstraZeneca's ASP data in evaluating, revising, or setting payments to Providers under Your Medicaid Program.

11. Identify any Covered Entity pricing information related to AstraZeneca's Subject Drugs that you have received, and describe how such information has been used, relied

upon, or considered in evaluating, revising, or setting payments to Providers under Your Medicaid Program.

12. Identify all Persons currently or formerly employed by You, or who currently or formerly served as a contractor to You, who received or reviewed rebates paid to the State by AstraZeneca for its Subject Drugs under the federal Medicaid rebate program and state supplemental rebate program.

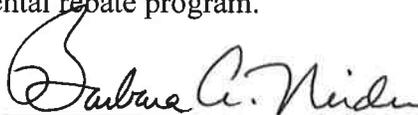
13. If before you filed the Complaint in this case, you undertook efforts to obtain the “true average wholesale prices” referred to in Paragraph 48 of the Second Amended Complaint for any AstraZeneca Subject Drug, describe such efforts and Identify each person involved in such efforts.

14. State the cost to the State per unit by drug name, NDC, and quarter paid for AstraZeneca’s Subject Drugs net of credits for all federal rebates and state supplemental rebates and federal matching funds.

15. Identify by drug name, NDC, and quarter, all rebates paid to the State for AstraZeneca’s Subject Drugs, including, but not limited to, any rebates paid under the federal Medicaid rebate program and state supplemental rebate program.

Dated: October 19, 2007
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CERTIFICATE OF SERVICE

I hereby certify that I have on this 19th day of October, 2007 electronically served a true and correct copy of the foregoing pleading on counsel of record by transmission to Lexis/Nexis File & Serve pursuant to Case Management Order No. 1.

Rhonda J. Maier