

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

Branch 7

STATE OF WISCONSIN,

Plaintiff,

v.

Case No. 04CV1709

ABBOTT LABORATORIES, ET AL.,

Unclassified Civil: 30703

Defendants.

**DEFENDANT BEN VENUE LABORATORIES, INC.'S ANSWERS TO PLAINTIFF'S
FIRST SET OF INTERROGATORIES**

Under Wis. Stat. § 804.08, Defendant Ben Venue Laboratories, Inc. ("Ben Venue"), by its attorneys, hereby asserts the following objections to the First Set of Interrogatories to All Defendants submitted by the State of Wisconsin ("the State") as follows:

PRELIMINARY STATEMENT

Defendant objects to providing discovery at this time in this matter due to the uncertain landscape for this litigation. A Motion to Dismiss is pending that details the severe deficiencies in Plaintiff's First Amended Complaint, which makes the ultimate scope of this case uncertain. Given this context, and the burdens imposed upon defendant by these interrogatories, requiring Ben Venue to respond at this time is inefficient, unduly burdensome and will likely yield information that will not lead to the discovery of admissible evidence in this case. Depending upon how the Court's ruling on that Motion is handled, Ben Venue will supplement its responses as appropriate.

RESERVATION OF RIGHTS

As to all matters referred to in these objections and responses to the First Set of Interrogatories to All Defendants, Ben Venue's investigation and discovery continues. The specific responses set forth below and any production made consistent with the accompanying interrogatories are based upon, and necessarily limited by, information now available to Ben Venue. Ben Venue reserves the right to modify these objections and responses and to present in any proceeding and at trial any further information and documents obtained during discovery and preparation for trial.

OBJECTIONS TO DEFINITIONS

1. The term "Average Manufacturer Price" or "AMP" means the price you report or otherwise disseminate as the average manufacturer price for any Pharmaceutical that you report for purposes of the Medicaid program, pursuant to 42 U.S.C. § 1396r-8.

OBJECTION:

Ben Venue objects to the definition of "Average Manufacturer Price" and "AMP" as set forth in Definition No. 1 on grounds that it is vague and ambiguous with respect to the language "the price you report or otherwise disseminate as the average manufacturer price for any Pharmaceutical that you report." Ben Venue incorporates by reference its objection to the definition of the term "Pharmaceutical" Ben Venue further objects to this definition to the extent that it purports to set an accurate or legally significant definition of AMP.

2. The term "Chargeback" means any payment, credit or other adjustment you have provided to a purchaser of a drug to compensate for any difference between the

purchaser's acquisition cost and the price at which the Pharmaceutical was sold to another purchaser at a contract price.

OBJECTION:

Ben Venue objects to the definition of "Chargeback" as set forth in Definition No. 2 on grounds that it is vague and ambiguous with respect to the language "payment, credit or other adjustment you have provided to a purchaser of a drug to compensate for any difference between the purchaser's acquisition cost and the price at which the Pharmaceutical was sold to another purchaser at contract price." Ben Venue incorporates by reference its objection to the definition of the term "Pharmaceutical."

3. The term "Defined Period of Time" means from January 1, 1993 to the present and Documents relating to such period even though created before that period.

OBJECTION:

Ben Venue objects to the definition of "Defined Period of Time" as set forth in Definition No. 3 on grounds that it is overly broad, unduly burdensome, vague, and ambiguous, particularly with respect to the language "Documents relating to such period," and incorporates by reference its objection to the definition of the term "Document." Ben Venue objects to this definition to the extent that it seeks information from outside the statute of limitations applicable to the claims in this litigation, or beyond the time period relevant to this litigation.

4. The term "Document" means any writing or recording of any kind, including, without limitation, agendas, agreements, analyses, announcements, audits, booklets, books, brochures, calendars, charts, contracts, correspondence, facsimiles (faxes), film, graphs, letters, memos, maps, minutes (particularly Board of Directors and/or Executive Committee

meeting minutes), notes, notices, photographs, reports, schedules, summaries, tables, and telegrams, in any medium, whether written, graphic, pictorial, photographic, electronic, emails, phonographic, mechanical, taped, saved on computer disc, hard drives, data tapes, or otherwise, and every non-identical copy. Different versions of the same Document, such as different copies of a written record bearing different handwritten notations, are different Documents within the meaning of the term as used. In case originals or original non-identical copies are not available, "Document" includes copies of originals or copies of non-identical copies as the case may be.

OBJECTION:

Ben Venue objects to the definition of "Document" as set forth in Definition No. 4 on grounds that it is vague and ambiguous with respect to the language "writing," "recording," "any kind," "agendas, agreements, analyses, announcements, audits, booklets, books, brochures, calendars, charts, contracts, correspondence, facsimiles (faxes), film, graphs, letters, memos, maps, minutes," "Executive Committee meeting minutes," "notes, notices, photographs, reports, schedules, summaries, tables, and telegrams," "medium," "written, graphic, pictorial, photographic, electronic, emails, phonographic, mechanical, taped," "hard drives, data tapes" and "non-identical copy." Ben Venue further objects to this definition to the extent that it seeks to impose discovery obligations that are broader than, or inconsistent with, Ben Venue's obligations under Wisconsin Statutes and the rules of this Court. Ben Venue further objects to this definition to the extent it requires or seeks to require Ben Venue to: (i) produce documents or data in a particular form or format; (ii) convert documents or data into a particular or different file format; (iii) produce data, fields, records, or reports about produced documents or data; (iv) produce documents or data on any particular media; (v) search for and/or produce any documents or data on

back-up tapes; (vi) produce any proprietary software, data, programs, or databases; or (vii) violate any licensing agreement or copyright laws.

5. The term “Incentive” means anything of value provided to a customer which would lower the consideration paid for a drug, regardless of the time it was provided (for example, at the time of invoicing, shipment, or payment, or monthly, quarterly, annually, or at any other time or on any other basis) and regardless of its name. The term “Incentive” therefore includes, but is not limited to, payments or proposed payments in cash or in kind, Chargebacks, credits, discounts such as return to practice discounts, prompt pay discounts, volume discounts, on-invoice discounts, off-invoice discounts, rebates such as market share rebates, access rebates, or bundled drug rebates, free goods or samples, credits, administrative fees or administrative fee reimbursements, marketing fees, stocking fees, conversion fees, patient education fees, off-invoice pricing, educational or other grants, research funding, payments for participation in clinical trials, honoraria, speaker’s fees or payments, patient education fees or consulting fees.

OBJECTION:

Ben Venue objects to the definition of “Incentive” as set forth in Definition No. 5 on grounds that it is overly broad, unduly burdensome, ambiguous, and vague, particularly with respect to the language “anything of value,” “provided,” “customer,” “credits,” “discounts,” “return to practice discounts,” “prompt pay discounts,” “volume discounts,” “on-invoice discounts,” “off-invoice discounts,” “rebates,” “market-share rebates,” “access rebates,” “bundled-drug rebates,” “free goods or samples,” “administrative fees or administrative fee reimbursements,” “marketing fees,” “stocking fees,” “conversion fees,” “patient education fees,” “off-invoice pricing,” “educational or other grants,” “research funding,” “clinical trials,” “honoraria,” speaker’s fees or

payments,” “patient education fees” and “consulting fees.” Ben Venue incorporates by reference its objections to the definitions of the term “Chargeback.” Ben Venue further objects to this definition to the extent it seeks information from beyond the time period relevant to this litigation.

6. The term “National Sales Data” means data sufficient to identify for each sales transaction involving the Targeted Drugs the following information:

- a. transaction date;
- b. transaction type;
- c. your product number;
- d. product description;
- f. NDC;
- g. NDC unit quantity;
- h. NDC unit invoice price;
- i. NDC unit WAC (assigned by you)
- j. contract price;
- k. invoice price;
- l. customer name, identification number, address and class of trade;
- m. all paid or distributed Incentives;
- n. all accrued Incentives calculated at any time identifying the amount of the accrual, its nature or type, the date of the accrual, and other information sufficient to identify as particularly as possible each sales transaction giving rise to the accrual.

OBJECTION:

BEN VENUE objects to the definition of “National Sales Data” in Definition No. 6 on grounds that is overly broad and unduly burdensome. Ben Venue further objects on grounds that this definition is vague and ambiguous with respect to the language “data sufficient to identify for each sales transaction,” “transaction type,” “product number,” “product description,” NDC,” “NDC unit quantity,” “NDC unit invoice price,” “package description,” “WAC,” “you,” “contract price,” “invoice price,” “identification number,” “paid or distributed Incentives,” “accrued Incentives,” “calculated at any time” and “other information sufficient to identify as particularly as possible each sales transaction giving rise to the accrual.” Ben Venue incorporates by reference its objections to the definitions of the term “Incentives.” Ben Venue objects to this definition to the extent that it refers to information not relevant to the State’s claims, which are limited to Wisconsin. Ben Venue further objects to this definition to the extent it seeks information from beyond the time period relevant in this litigation, or information about drugs not named in the Complaint on grounds that such information is neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence.

7. The term “Pharmaceutical” means any drug or other product, whether sold by you, or any other manufacturer, which requires a physician’s or other prescriber’s prescription, including, but not limited to, “biological” products such as hemophilia factors and intravenous solutions.

OBJECTION:

Ben Venue objects to the definition of “Pharmaceutical” in Definition No.

7 on grounds that it is overly broad, unduly burdensome, vague and ambiguous, particularly with respect to the language “any drug,” “other product,” “you,” “any other manufacturer,” “prescription,” “hemophilia factors,” “biological products,” and “intravenous solutions.” Ben Venue objects to this Definition to the extent that it refers to information not relevant to the State’s claims, which are limited to Wisconsin. Ben Venue further objects to this definition to the extent it seeks information from beyond the time period relevant in this litigation, or information about drugs not named in the Complaint on grounds that such information is neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence.

8. The term “Spread” is used to refer to the difference between the actual acquisition cost or purchase price of a Pharmaceutical (paid by purchasers of the Pharmaceuticals) and the reimbursement rate paid by third party payors (to purchasers of the Pharmaceuticals) for the Pharmaceutical. Third party payors include the Medicare program, Medicaid program, and private insurance. Thus, the Spread is the gross profit actually or potentially realized by the purchasers of the Pharmaceuticals for those Pharmaceuticals ultimately paid for by third party payors.

OBJECTION:

BEN VENUE objects to the definition of “Spread” as set forth in Definition No. 8 on grounds that it is overly broad, unduly burdensome, vague and ambiguous, particularly with respect to the language “actual acquisition cost,” “purchase price,” “third party payors,” “gross profit actually or potentially realized,” and “purchasers.” Ben Venue incorporates by reference its objection to the definition of the term “Pharmaceutical.”

9. The term “Targeted Drugs” means those drugs manufactured by you which have total utilization under the Medicaid and Medicare Part B programs exceeding \$10,000 during the Defined Period of Time in the state of Wisconsin.

OBJECTION:

BEN VENUE objects to the definition of “Targeted Drugs” in Definition No. 9 on grounds that it is overly broad and unduly burdensome. Ben Venue further objects to this definition on grounds that it is vague and ambiguous, particularly with respect to the language “you” and “total utilization.” Ben Venue incorporates by reference its objections to the definitions of the terms “Defined Period of Time” and “Pharmaceutical.” Ben Venue objects to this definition to the extent that it refers to information not relevant to the State’s claims, which are limited to Wisconsin. Ben Venue further objects to this definition to the extent it seeks information from beyond the time period relevant in this litigation, or information about drugs not named in the Complaint on grounds that such information is neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence.

GENERAL OBJECTIONS

INTRODUCTION

Ben Venue generally objects to the broad and sweeping nature of Plaintiff’s Interrogatories. Plaintiff’s Interrogatories repeatedly require Ben Venue to ascertain and provide information that is not kept by Ben Venue, relates to companies or entities other than Ben Venue, and does not concern Plaintiff’s claim regarding AWP information.

1. Ben Venue reincorporates its Objections, as set forth above, to Plaintiff's Definitions as objections to each of the following Interrogatories that incorporate or use these Definitions.

2. Ben Venue's responses are made without in any way waiving or intending to waive: (i) any objections as to the competency, relevancy, materiality, privilege, or admissibility as evidence, for any purpose, information produced in response to these Interrogatories; (ii) the right to object on any ground to the use of the information produced in response to the Interrogatories at any hearings or at trial; (iii) the right to object on any ground at any time for further responses to the Interrogatories; or (iv) the right at any time to revise, correct, add to, supplement, or clarify any of the responses contained herein.

3. The information supplied herein is for use in this litigation and for no other purpose.

4. Ben Venue further objects to the following Interrogatories to the extent they seek Ben Venue's trade secret, proprietary, commercially sensitive, or other confidential information. Ben Venue will not produce any responsive information, including confidential business, trade secret or proprietary information until an adequate Protective Order protecting this information from unnecessary or improper disclosure has been entered in this case.

5. Ben Venue objects to each Interrogatory to the extent it is unreasonably cumulative or duplicative, unduly burdensome, harassing and/or oppressive, or purports to impose obligations upon Ben Venue beyond those imposed by Wis. Stat. § 804.08.

6. Ben Venue objects to each Interrogatory to the extent it may be construed to request disclosure of information that was prepared in anticipation of litigation, constitutes attorney work product, discloses the mental impressions, conclusions, opinions or legal theories

of any attorneys, constitutes privileged attorney-client communications, constitutes confidential and/or proprietary information, or is otherwise protected from disclosure under applicable privileges, laws, or rules.

Ben Venue does not agree to produce such information protected from discovery, and it will respond only to the extent privileged or otherwise protected documents are not required and to the extent that the Interrogatory is not otherwise objectionable. To the extent that any such information is inadvertently produced in response to these Interrogatories, the production of such information shall not constitute a waiver of Ben Venue's right to assert the applicability of any privilege or immunity to the information, and any such information shall be returned to Ben Venue's counsel immediately upon discovery thereof.

7. Ben Venue objects to each Interrogatory to the extent it calls for Ben Venue to provide information not relevant to the subject matter involved in the pending action, or that is not reasonably calculated to lead to the discovery of admissible evidence.

8. Ben Venue objects to each Interrogatory insofar as it is vague, ambiguous and/or cannot be adequately understood without clarification or definition of the vague and/or ambiguous words or phrases.

9. Ben Venue objects to each Interrogatory to the extent that it seeks information not within Ben Venue's possession, custody, or control.

10. Ben Venue objects to each Interrogatory insofar as the information sought may be obtained from another source and the burden of obtaining the information is substantially the same for the plaintiff as it is for Ben Venue.

11. Ben Venue objects to these Interrogatories to the extent that they seek production of publicly available documents or information, or that which plaintiff can obtain from other sources.

12. Ben Venue objects to any implications and to any explicit or implicit characterization of facts, events, circumstances, or issues in these Interrogatories. Ben Venue's response that it will produce information in connection with a particular Interrogatory, or that it has no information, is not intended to indicate that Ben Venue agrees with any implication or any explicit or implicit characterization of facts, events, circumstances, or issues in the Interrogatories or that such implications or characterizations are relevant to this action.

13. Ben Venue reserves the right to withhold the production of responsive, but potentially unnecessary, information until the court has ruled on Defendants' Motion to Dismiss in this case.

14. These General Objections are incorporated into the responses to each and every Interrogatory, and no answer to any individual Interrogatory is a waiver of the General Objections.

SPECIFIC OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 1: Have you ever determined an average sales price or other composite price net of any or all Incentives for a Targeted Drug during the Defined Period of Time? If so, for each Targeted Drug for which you have made such a determination, identify:

- (a) The beginning and ending dates of each period applicable to each such determination;
- (b) the applicable class(es) of trade for which each determination was made;
- (c) each average sales price or composite price determined;

- (d) the person(s) most knowledgeable regarding the determination;
- (e) the methodology used to determine such prices;
- (f) your purpose(s) in making such determination;
- (g) whether you disclosed any average sales price or composite price so determined to any publisher, customer, or governmental entity. If so, identify each publisher, customer or governmental entity to whom each such price was disclosed and the corresponding date of the disclosure and
- (h) whether any such average sales price or composite price was treated as confidential or commercially sensitive financial information.

RESPONSE TO INTERROGATORY NO. 1:

In addition to the General Objections set forth above, Ben Venue objects to Interrogatory No. 1 on grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Ben Venue objects to this Interrogatory on grounds that it is so vague and ambiguous with respect to the language “average sales price” and “other composite price net of any or all Incentives for a Targeted Drug during the Defined Period of Time” as to be unreasonable and meaningless. Ben Venue incorporates by reference its objections to the State’s definitions of the terms “National Sales Data,” “Targeted Drug,” “Defined Period of Time,” and, particularly, “Incentives.” Until Plaintiff can provide a reasonably specific definition of “Incentives,” Ben Venue cannot possibly respond to any discovery request that relies upon this overly broad, vague and ambiguous definition.

Ben Venue further objects to this Interrogatory to the extent it seeks information not relevant to the State’s claims, which are limited to Wisconsin. Ben Venue

objects to this Interrogatory to the extent it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. Ben Venue further objects to this Interrogatory to the extent it seeks confidential business, trade secret or proprietary information.

INTERROGATORY NO. 2: Identify each electronic database, data table or data file that you now maintain or have maintained during the Defined Period of Time in the ordinary course of business which contains a price for a Targeted Drug. For each such electronic data entry, identify, describe or produce the following:

- (a) the name or title of each such database, data table, or data file;
- (b) the software necessary to access and utilize such data entries;
- (c) describe the structure of each database, data table or data file identified in response to Request No. 2(a) above and identify all files or tables in each such database, data table or data file. For each such file or table, identify all fields and for each field describe its contents, format and location within each file or table record or row.
- (d) The current or former employee(s) with the most knowledge of the operation or use of each data entity identified above; and
- (e) the custodian(s) of such data entity.

RESPONSE TO INTERROGATORY NO. 2:

In addition to the General Objections set forth above, Ben Venue objects to Interrogatory No. 2 on grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Ben Venue objects to this Interrogatory on grounds that it is vague and ambiguous with respect to the language

“each,” “electronic database, data table, data file,” “you,” “ordinary course of business,” “price,” “software necessary to access and utilize such data entries,” “structure of each database, data table or data file,” “fields,” “format and location within each file or table record or row,” and “operation or use.” Ben Venue incorporates by reference its objections to the State’s definitions of the terms “Targeted Drug,” and “Defined Period of Time.” Ben Venue objects to this Interrogatory to the extent it seeks information outside the time period relevant to this litigation and to the extent it seeks information not relevant to the State’s claims, which are limited to Wisconsin. Ben Venue objects to this Interrogatory to the extent it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. Ben Venue further objects to this Interrogatory to the extent it seeks confidential business, trade secret or proprietary information.

INTERROGATORY NO. 3: Describe each type of Incentive you have offered in conjunction with the purchase of any Targeted Drug. For each such Incentive, identify:

- (a) the type(s) of Incentive(s) offered for each Targeted Drug;
- (b) the class(es) of trade eligible for each Incentive;
- (c) the general terms and conditions of each Incentive; and
- (d) the beginning and ending dates of each period during which the Incentive was offered.

RESPONSE TO INTERROGATORY NO. 3:

In addition to the General Objections set forth above, Ben Venue objects to Interrogatory No. 3 on grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Ben Venue objects to

this Interrogatory on grounds that it is vague and ambiguous with respect to the language “type,” “you,” “offered,” “associated,” “class(es) of trade,” and “general terms and conditions.” Ben Venue incorporates by reference its objections to the State’s definitions of the terms “Targeted Drug,” and “Incentive.” Ben Venue objects to this Interrogatory to the extent it seeks information outside the time period relevant to this litigation and to the extent it seeks information not relevant to the State’s claims, which are limited to Wisconsin. Ben Venue objects to this Interrogatory to the extent it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. Ben Venue further objects to this Interrogatory to the extent it seeks confidential business, trade secret or proprietary information.

INTERROGATORY NO. 4: Describe in detail how you determined each price you used in the ordinary course of business of each Targeted Drug for each year during the Defined Period of Time and identify the person(s) most knowledgeable in making such determination for each Targeted Drug for each year.

RESPONSE TO INTERROGATORY NO. 4:

In addition to the General Objections set forth above, Ben Venue objects to Interrogatory No. 4 on grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Ben Venue objects to this Interrogatory on grounds that it is vague and ambiguous with respect to the language “you,” “determined,” “price,” “ordinary course of business,” “each,” and “person(s) most knowledgeable.” Ben Venue incorporates by reference its objections to the State’s definitions of the terms “Targeted Drug,” and “Defined Period of Time.” Ben Venue objects to this Interrogatory to the extent it seeks information outside the time period

relevant to this litigation and to the extent it seeks information not relevant to the State's claims, which are limited to Wisconsin. Ben Venue objects to this Interrogatory to the extent it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. Ben Venue further objects to this Interrogatory to the extent it seeks confidential business, trade secret or proprietary information.

INTERROGATORY NO. 5: Have you ever included in your marketing of a Targeted Drug to any customer reference to the difference (or spread) between and AWP or WAC published by First DataBank, Redbook or Medi-span and the list or actual price (to any customer) of any Targeted Drug? If so, provide the following information for each Targeted Drug:

- (a) the drug name and NDC;
- (b) the beginning and ending dates during which such marketing occurred;
- (c) the name, address and telephone number of each customer to whom you marketed a Targeted Drug in whole or in part by making a reference to such difference(s) or spread(s); and
- (d) identify any document published or provided to a customer which referred to such difference(s) or spread(s).

RESPONSE TO INTERROGATORY NO. 5:

In addition to the General Objections set forth above, Ben Venue objects to Interrogatory No. 5 on grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Ben Venue objects to this Interrogatory on grounds that it is vague and ambiguous with respect to the language

“you,” “included,” “customer,” “reference,” “difference,” “list or actual price,” “each,” and “published or provided.” Ben Venue incorporates by reference its objections to the State’s definitions of the terms “Targeted Drug,” “Spread,” and “Defined Period of Time.” Ben Venue objects to this Interrogatory to the extent it seeks information outside the time period relevant to this litigation and to the extent it seeks information not relevant to the State’s claims, which are limited to Wisconsin. Ben Venue objects to this Interrogatory to the extent it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. Ben Venue further objects to this Interrogatory to the extent it seeks confidential business, trade secret or proprietary information.

As to objections:

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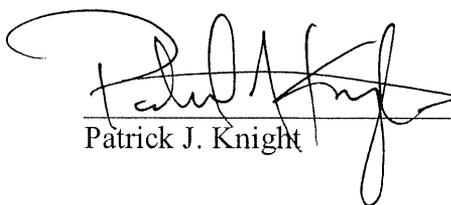
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Defendant
The State of Wisconsin's Responses to Plaintiff's First Set of Interrogatories was served
via overnight carrier and e-mail on July 15, 2005, upon the following:

Frank D. Remington
Assistant Attorney General
Wisconsin Department of Justice
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Madison, WI 53707-7857

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