JUL 22 2005

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

STATE OF WISCONSIN,	)	
	)	Civil Action No.: 05 C 408 C
Plaintiff,	)	
	)	
	)	
	)	
ABBOTT LABORATORIES, INC., ET AL.,		
	)	
	)	
Defendants.	)	

RESPONSES BY SMITHKLINE BEECHAM CORPORATION, D/B/A GLAXOSMITHKLINE ("GSK") TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

Pursuant to Fed. R. Civ. P. 33 and Wisconsin Rule of Civil Procedure 804.08, defendant SmithKline Beecham Corporation, d/b/a GlaxoSmithKline ("GSK"), by its attorneys, hereby asserts the following responses and objections to the First Set of Interrogatories of Plaintiff, the State of Wisconsin, by its Attorney General, Peggy Lautenschlager ("the State" or "Plaintiff"), as follows:

PRELIMINARY STATEMENT

1. By responding to these Interrogatories, GSK does not waive or intend to waive: (a) any objections as to the competency, relevancy, materiality, privilege, or admissibility as evidence, for any purpose, of any documents or information produced in response to the Interrogatories; (b) the right to object on any ground to the use of the documents or information produced in response to the Interrogatories at any hearing, trial, or other point during the litigation; or (c) the right to object on any ground at any time to a demand for further responses to the Interrogatories.

2. By responding to a particular Interrogatory, GSK does not assert that it has responsive information or that such information exists, only that it will conduct a reasonable inquiry if such information is not known and provide the information if it is responsive, non-objectionable and non-privileged. No objection made herein, or lack thereof, is an admission by GSK as to the existence or non-existence of any information.

3. The Responses made herein are based on GSK's investigation to date of those sources within its control where it reasonably believes responsive information may exist. GSK reserves the right to amend or supplement these Responses in accordance with applicable law and Court orders in this action.

4. GSK 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.

GENERAL OBJECTIONS

GSK expressly incorporates all of the General Objections set forth below into each Response to the Interrogatories. Any Specific Objections provided below are made in addition to these General Objections and failure to reiterate a General Objection below does not constitute a waiver of that or any other objection.

GSK objects generally as follows:

1. GSK objects to Plaintiff's "Definitions" and "Instructions" to the extent that they expand upon or alter GSK's obligations under applicable law and court rules. GSK will comply with the applicable law and rules in providing its Responses and Objections to Plaintiff's Interrogatories.

2. GSK objects to each and every Interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence to the extent that it purports to require production of documents or information relating to pharmaceuticals not properly placed at issue in this litigation.

3. GSK objects to each and every Interrogatory to the extent that it seeks information protected by the attorney-client privilege, work-product doctrine, common-interest doctrine, joint-defense privilege, or any other applicable privileges or protections, and to the extent these instructions or Interrogatories seek trial preparation and expert materials. GSK hereby asserts these privileges to their fullest extent and no statement or answer herein shall constitute waiver thereof. Any information subject to any such privilege that is inadvertently produced by GSK shall not constitute or be deemed a waiver of such privilege or protection, and GSK reserves its rights to demand the return of any inadvertently produced information.

4. GSK objects to each and every Interrogatory to the extent that it seeks information that was compiled for and presented during compromise negotiations, including the court-ordered mediation in *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456 (D. Mass.). GSK hereby asserts these privileges and protections to their fullest extent and no statement or answer herein shall constitute waiver thereof. Any information subject to any such privileges and protections that is inadvertently or otherwise produced by GSK shall not constitute or be deemed a waiver of such privileges or protections, and GSK reserves its rights to demand the return of any inadvertently produced information.

5. GSK objects to each and every Interrogatory to the extent that it seeks information concerning a trade secret, proprietary or other confidential information and is not otherwise subject to a protective order entered by the Court in this litigation.

6. GSK objects to each and every Interrogatory to the extent that it seeks information that GSK licensed or received from third parties and cannot disclose without prior approval of the third-parties.

7. GSK objects to each and every Interrogatory to the extent that it seeks information that does not currently exist at GSK.

8. GSK objects to each and every Request to the extent that it purports to require GSK to create, compile, or develop information or documents not already in existence.

9. GSK objects to each and every Interrogatory to the extent that it seeks production of documents or information not in GSK's custody or control, publicly available documents or information, documents or information equally available to the Plaintiff, or documents or information more appropriately sought from third-parties to whom subpoenas or requests could have been directed.

10. GSK objects to each and every Interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence to the extent that they purport to require production of documents or seek information relating to a period of time prior to June 3, 1998 (which is outside of any applicable statute of limitations) and/or after September 6, 2002 (the date on which Plaintiffs filed the Master Consolidated Class Action Complaint in *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456 (D. Mass.).

11. GSK objects to each and every Interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence to the extent they seek documents or information concerning Kytril® after December 22, 2000, the date on which GSK's predecessor, SmithKline Beecham, sold Kytril® to Hoffman-La Roche Inc.

12. GSK objects to each and every Interrogatory, either individually or collectively, that is overly broad, unduly burdensome, expensive, embarrassing, vexatious, or oppressive to answer on the grounds that such Interrogatory exceeds the permissible scope of discovery under applicable law and Court rules.

13. GSK objects to each and every Interrogatory to the extent that it seeks information that is not relevant to this litigation or is not reasonably calculated to lead to the discovery of admissible evidence.

14. GSK objects to any implications and to any explicit or implicit characterization of facts, events, circumstances, or issues in the Interrogatories. Any Response by GSK is not intended to indicate that GSK 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.

15. GSK reserves the right to withhold the production of responsive information, other than what it agrees to produce through these responses and during the meet and confer process, until the Court has ruled on Defendants' Motion to Dismiss in this case.

16. Subject to and without waiving any objection set forth herein, GSK will produce non-privileged, responsive information and documents as set forth below at a time and place and in a manner to be agreed upon by the parties.

17. GSK objects to the definition of "Average Manufacturer Price" and "AMP" as set forth in Definition No. 1 on the grounds that it is vague and ambiguous with respect to the language "the price you … otherwise disseminate" … for any Pharmaceutical …" GSK incorporates by reference its objection to the definition of the term "Pharmaceutical" below.

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

19. GSK objects to the definition of "Defined Period of Time" as set forth in Definition No. 3 to the extent it seeks information prior to June 3, 1998 (which is outside of any applicable statute of limitations) and/or after September 6, 2002 (the date on which Plaintiffs filed the Master Consolidated Class Action Complaint in *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456 (D. Mass.), on the grounds that it is overly broad, unduly burdensome, and seeks documents and information that are irrelevant and not reasonably calculated to lead to admissible evidence. GSK further objects on the grounds the definition is 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."

20. GSK objects to the definition of "Document" as set forth in Definition No. 4 on the grounds that it is vague and ambiguous with respect to the language "writing," "recording of any kind," "agendas, agreements, analyses, announcements, audits, booklets, books, brochures, calendars, charts, contracts, correspondence, electronic mail (e-mails), facsimiles (faxes), film, graphs, letters, memos, maps, minutes," "Executive Committee meeting minutes," "notes, notices, photographs, reports, schedules, summaries, tables, telegrams, and videotapes" "medium," "written, graphic, pictorial, photographic, electronic, phonographic, mechanical, taped," "hard drives, data tapes" and "copies." GSK further objects to this definition to the

extent that it seeks to impose discovery obligations that are broader than, or inconsistent with, GSK's obligations under applicable law and Court Rules. GSK further objects to this definition to the extent it requires or seeks to require GSK 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.

21. GSK objects to the definition of "Incentive" as set forth in Definition No. 5 on the grounds that it is overly broad, unduly burdensome, ambiguous and vague, particularly with respect to the language "anything of value," "provided," "customer," "reward a customer or other party for promoting, prescribing, dispensing or administering a Pharmaceutical or course of treatment," "lowering the cost of a Pharmaceutical to the customer in any way, regardless of the time the 'incentive' was provided," "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." GSK incorporates by reference its objections to the definitions of the terms "Chargeback" and "Pharmaceutical." GSK further objects to this definition to the extent it seeks information from beyond the time period relevant to this litigation.

22. GSK objects to the definition of "National Sales Data" in Definition No. 6 on the grounds that it is overly broad and unduly burdensome. GSK further objects on the 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." GSK incorporates by reference its objections to the definitions of the terms "Targeted Drugs" and "Incentives." GSK objects to this definition to the extent that it refers to information not relevant to the State's claims, which are limited to Wisconsin. GSK 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 and as to which claims have been pled with the required specificity on the 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.

23. GSK objects to the definition of "Pharmaceutical" in Definition No. 7 on the 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," "biological products" "hemophilia factors," and "intravenous solutions." GSK objects to this Definition to the extent that it refers to information not relevant to the State's claims, which are limited to Wisconsin. GSK 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 and as to which claims have been pled with the required

specificity on the 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.

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

25. GSK objects to the definition of "Targeted Drugs" in Definition No. 9 on the grounds that it is overly broad and unduly burdensome. GSK further objects to this definition on the grounds that it is vague and ambiguous, particularly with respect to the language "you" and "total utilization." GSK incorporates by reference its objections to the definitions of the terms "Defined Period of Time" and "Pharmaceutical." GSK objects to this definition to the extent that it refers to information not relevant to the State's claims, which are limited to Wisconsin. GSK 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 and as to which claims have been pled with the required specificity, on the 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.

SPECIFIC RESPONSES AND 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 or calculation, 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 determinations;

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, proprietary, or commercially-sensitive financial information.

RESPONSE TO INTERROGATORY NO. 1: In addition to the General Objections set forth above, GSK objects to Interrogatory No. 1 on the grounds that it is overly broad and unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. GSK objects to this Interrogatory on the grounds that it is vague and ambiguous with respect to the language "you," "determined," "average sales price or other composite price net of any or all Incentives," "class(es) of trade, "determination," "methodology," "disclosed," "publisher, customer, or governmental entity," and "such price." GSK incorporates by reference its objections to the State's definitions of the terms "Incentive," "Targeted Drugs" and "Defined Period of Time." GSK objects to this Interrogatory to the extent that it seeks information outside the time period relevant to this litigation, to the extent it seeks information about drugs not named in the Complaint and as to which claims have been pled with the required specificity, to the extent that it seeks information not relevant to the State's claims, which are limited to Wisconsin, and to the extent that it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. GSK objects to this Interrogatory to the extent that it seeks information that was compiled for and presented during compromise negotiations. GSK further objects to this Interrogatory to the extent it seeks

confidential business, trade secret or proprietary information that is not otherwise subject to a protective order entered by the Court in this litigation.

Subject to and without waiving these Objections and GSK's General Objections, GSK responds as follows: GSK has calculated and reported to the Centers for Medicare & Medicaid Services and its predecessor ("CMS") an "Average Manufacturer Price" ("AMP"), as defined by 42 U.S.C. § 1396r-8(k)(1) and the Medicaid National Drug Rebate Agreement, and in accordance with GSK's interpretation of those authorities and CMS Program Releases and guidance concerning the calculation of AMP. GSK has also calculated certain other average manufacturer prices in connection with sales to the Veterans Administration, the Department of Defense and other governmental entities that are not involved in this litigation. GSK did not calculate an "Average Sales Price" for its products, as "Average Sales Price" is defined by the Medicare Prescription Drug Improvement and Modernization Act of 2003 ("MMA"), until a time after the MMA's provisions were implemented that is not relevant to this litigation. GSK has maintained complex sales transaction databases which contain detailed data, including data relating to discounts, rebates and chargebacks, which can be used by those with the requisite expertise to perform analyses, including analyses of the net or average prices at which drugs are sold to purchasers. GSK will meet and confer with Plaintiff regarding the production of certain data and documents which GSK has previously produced in other AWP litigation, including AMPs and sales transaction databases, concerning the drugs named in the Complaint and as to which specific factual allegations are pled, namely Kytril® and Zofran®.

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 database, data table or data file, 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 entities;

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;

f. the current or former employee(s) with the most knowledge of each data entity identified above; and

g. the custodian(s) of such data entity.

RESPONSE TO INTERROGATORY NO. 2: In addition to the General Objections set forth above, GSK objects to Interrogatory No. 2 on the grounds that it is overly broad and unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. GSK objects to this Interrogatory on the grounds that it is vague and ambiguous with respect to the language "each," "electronic database, data table or data file," "you," "ordinary course of business," "price," "software necessary to access and utilize such data entities," "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." GSK incorporates by reference its objections to the State's definitions of the terms "Defined Period of Time" and "Targeted Drug." GSK objects to this Interrogatory to the extent that it seeks information outside the time period relevant to this litigation, to the extent it seeks information about drugs not named in the Complaint and as to which claims have been pled with the required specificity, to the extent that it seeks information not relevant to the State's claims, which are limited to Wisconsin, and to the extent that it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. GSK objects to this Interrogatory to the extent that it seeks information that was compiled for and presented during compromise negotiations. GSK further objects to this Interrogatory to the extent it seeks confidential

business, trade secret or proprietary information that is not otherwise subject to a protective order entered by the Court in this litigation.

Subject to and without waiving these Objections and GSK's General Objections, GSK will meet and confer with Plaintiff regarding the production of certain data, databases and documents describing those databases which GSK has previously produced in other AWP litigation as they pertain to drugs as to which specific factual allegations are pled, namely Kytril® and Zofran®.

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 or available 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, GSK objects to Interrogatory No. 3 on the grounds that it is overly broad and unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. GSK objects to this Interrogatory on the grounds that it is vague and ambiguous with respect to the language "type of Incentive," "you," "offered," "class(es) of trade eligible" and "general terms and conditions." GSK incorporates by reference its objections to the State's definitions of the terms "Incentive," "Targeted Drugs, " and "Defined Period of Time." GSK objects to this Interrogatory to the extent that it seeks information outside the time period relevant to this litigation, to the extent it seeks information about drugs not named in the Complaint and as to which claims have been pled with the required specificity, to the extent that it seeks information not relevant to the State's claims, which are limited to Wisconsin, and to the

extent that it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. GSK objects to this Interrogatory to the extent that it seeks information that was compiled for and presented during compromise negotiations. GSK further objects to this Interrogatory to the extent it seeks confidential business, trade secret or proprietary information that is not otherwise subject to a protective order entered by the Court in this litigation.

Subject to and without waiving these Objections and GSK's General Objections, GSK will meet and confer with Plaintiff regarding the production of certain data and documents, including sales transaction databases and AMPs, which GSK has previously produced in other AWP litigation concerning the net sales prices -- including discounts, rebates to purchasers and chargebacks -- of the drugs named in the Complaint and as to which specific factual allegations are pled, namely Kytril® and Zofran®.

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 determinations for each Targeted Drug for each year.

RESPONSE TO INTERROGATORY NO. 4: In addition to the General Objections set forth above, GSK objects to Interrogatory No. 4 on the grounds that it is overly broad and unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. GSK objects to this Interrogatory on the grounds that it is vague and ambiguous with respect to the language "your," "determined," "price" and "ordinary course of business." GSK incorporates by reference its objections to the State's definitions of the terms "Targeted Drug" and "Defined Period of Time." GSK objects to this Interrogatory to the extent that it seeks information outside the time period relevant to this litigation, to the extent it seeks information about drugs not named in the Complaint and as to which claims have been pled with the required

specificity, to the extent that it seeks information not relevant to the State's claims, which are limited to Wisconsin, and to the extent that it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. GSK further objects to this Interrogatory to the extent it seeks confidential business, trade secret or proprietary information that is not otherwise subject to a protective order entered by the Court in this litigation.

Subject to and without waiving these Objections and GSK's General Objections, GSK responds as follows:

GSK (and its corporate predecessors) set, and periodically changed, the "list price" for the company's pharmaceuticals. The names used for these list prices have varied over time. Prior to the merger that formed GSK in early 2001, Glaxo Wellcome, Inc. ("GW") generally reported a "Net Wholesale Price" ("NWP"), which was generally published by the pricing publications as the "Wholesale Acquisition Cost" or "WAC." The pricing publications generally also published an AWP for GW products that was 1.20 times the NWP that GW reported. On a few occasions in the mid-1990s, GW also reported an AWP along with an NWP.

Prior to the merger that formed GSK in early 2001, SmithKline Beecham ("SB") reported a "Wholesaler Purchase Price" ("WPP"), which was generally published by the pricing publications as a WAC. SB also reported a "Suggested List Price" ("SLP"). The amount of the SLP was generally 1.25 times the WPP. The pricing publications generally published the SLP that SB reported as AWP.

Since shortly after the early 2001 merger that formed GSK, GSK has reported a WAC. GSK defines "WAC" in its pricing communications as: "The listed price to wholesalers and warehousing chains, not including prompt pay, stocking or distribution allowances, or other

discounts, rebates, or chargebacks. Listed prices may not represent prices charged to other customers, including specialty distributors."

The AWPs that have been published for GSK products for the last several years differ as between different pricing publications. Redbook, for example, now generally publishes an AWP for GSK products that is 1.20 times GSK's reported WAC, whereas First DataBank now generally publishes an AWP for GSK products that is 1.25 times GSK's reported WAC.

GSK further responds that it will meet and confer with Plaintiff regarding the production of certain data, documents and additional responsive information which GSK has previously produced in other AWP litigation concerning the drugs named in the Complaint and as to which specific factual allegations are pled, namely Kytril® and Zofran®.

INTERROGATORY NO. 5: Have you ever included in the marketing of a Targeted Drug to any customer reference to the difference (or spread) between 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); and

d. identify any document published or provided to a customer which referred to such difference(s) or spread(s).

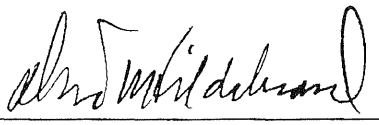
RESPONSE TO INTERROGATORY NO. 5: In addition to the General Objections set forth above, GSK objects to Interrogatory No. 5 on the grounds that it is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. GSK objects to this Interrogatory on the grounds that it is vague and ambiguous with respect to the language "you," "ever included," "your," "marketing," "customer," "reference to the difference (or spread) between an AWP or WAC," "published," "actual price" and

"provided." GSK incorporates by reference its objections to the State's definitions of the terms "Targeted Drug," and "Spread." GSK objects to this Interrogatory to the extent that it seeks information outside the time period relevant to this litigation, to the extent it seeks information about drugs not named in the Complaint and as to which claims have been pled with the required specificity, to the extent that it seeks information not relevant to the State's claims, which are limited to Wisconsin, and to the extent that it seeks information subject to the attorney-client privilege, the work product doctrine, or other applicable privilege or protection from discovery. GSK further objects to this Interrogatory to the extent it seeks confidential business, trade secret or proprietary information that is not otherwise subject to a protective order entered by the Court in this litigation.

Subject to and without waiving these Objections and GSK's General Objections, GSK responds that it will meet and confer with Plaintiff regarding the production of certain documents and responsive information which GSK has previously produced in other AWP litigation concerning the sales and marketing of drugs named in the Complaint and as to which specific factual allegations are pled, namely Kytril® and Zofran®.

Dated: July 15, 2005

Respectfully submitted,

By: 

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Counsel for Defendant SmithKline Beecham Corporation, d/b/a GlaxoSmithKline

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of July, 2005, true and correct copies of the foregoing Responses By Smithkline Beecham Corporation, d/b/a/ Glaxosmithkline ("GSK") to Plaintiff's First Set of Interrogatories were served on all parties as set forth below.

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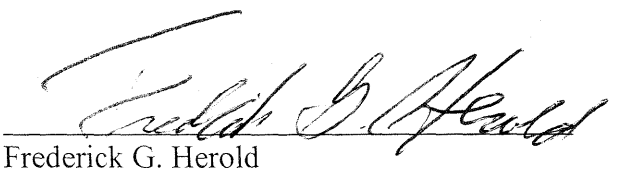

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