

2. As to all matters referred to in these answers and objections to the Interrogatory, Roxane's investigation and discovery continues. The specific responses set forth below, and any production made consistent with the accompanying Interrogatory, are based upon, and necessarily limited by, information now available to Roxane. Roxane reserves the right to modify or supplement these responses and objections, to raise any additional objections deemed necessary and appropriate in light of the results of any further review, and to present in any proceeding and at trial any further information and documents obtained during discovery and preparation for trial.

RESPONSES AND OBJECTIONS TO INTERROGATORY

INTERROGATORY NO. 12:

With respect to the facts which you identify in response to interrogatories No. 6 and No. 8 (attached) identify each person having knowledge of each of these facts and identify which fact each person has knowledge of, and state the present business title, business address and home address of each such person.

ANSWER TO INTERROGATORY NO. 12:

Roxane incorporates by reference herein its objections and responses to Interrogatories Nos. 6 and 8. Roxane further objects to Interrogatory No. 12 on the grounds that it is overly broad and unduly burdensome and to the extent it seeks information protected by the attorney-client privilege and work-product doctrine. Roxane also objects to this Interrogatory because Roxane has not yet fully identified all individuals who may have knowledge of all of the facts that support Roxane's denials and Affirmative Defenses since discovery and investigation remain ongoing.

GENERAL OBJECTIONS

1. Roxane objects to the definition of "Document(s)" as set forth in Definition 2 on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous. Roxane further

objects to this definition to the extent that it purports to require Roxane 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 Roxane as an accommodation to Plaintiff shall not be deemed to constitute a waiver of this objection.

2. Roxane objects to the Interrogatory to the extent it seeks information or documents outside the knowledge of Roxane, its agents or employees, or information or documents not within the possession, custody or control of Roxane, its agents or employees.

3. Roxane objects to the Interrogatory to the extent that it seeks information or documents covered by the attorney-client privilege, work product privilege, or any other applicable privilege. In the event that Roxane supplies information or produces a documents that is privileged, its production is inadvertent and does not constitute waiver of any privilege.

4. Roxane objects to any implications and to any explicit or implicit characterization of the facts, events, circumstances, or issues contained in the Interrogatory. Roxane's response that it has or will produce documents or information in connection with the Interrogatory, or that it has no responsive document or information, does not indicate that any implication or any explicit or implicit characterization of facts, events, circumstances, or issues in the Interrogatory is accurate, relevant to this litigation, or that Roxane agrees with such implications or characterizations.

5. Roxane objects to the Interrogatory to the extent that it is unreasonably cumulative or duplicative or that it calls for information or documents that are publicly available, or are obtainable from some other source that is more convenient, less burdensome or less expensive.

6. Roxane objects to the Interrogatory to the extent that it calls for information that is confidential, proprietary, and/or a trade secret of a third party.

7. Roxane objects to the Interrogatory to the extent it purports to impose upon Roxane duties and/or obligations broader than or inconsistent with those imposed by the Wisconsin Rules of Civil Procedure.

8. Roxane objects to the Interrogatory to the extent that it is unreasonably burdensome or expensive, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the issues at stake in the litigation.

9. Roxane objects to the Interrogatory to the extent that it calls for the identification or production of documents or information not relevant to the issues in this action and are not reasonably calculated to lead to the discovery of admissible evidence.

10. Roxane objects to the Interrogatory to the extent it seeks information or documents generated or compiled in the course of the defense of this action or any other AWP litigation.

11. The documents and information provided in response to the Interrogatory are for use in this litigation and for no other purpose.

12. Roxane's answers to the Interrogatory contain information subject to the Protective Order in this matter and must be treated accordingly.

Roxane expressly incorporates these General Objections into each specific response to the Interrogatory set forth above as if set forth in full therein. The responses to the Interrogatory shall not operate as a waiver of any applicable specific or general objection.

Dated: March 19, 2007

Respectfully submitted,

/s/ Ceylan Ayasli Eatherton

Helen E. Witt, P.C.
Brian P. Kavanaugh
Ceylan Ayasli Eatherton
KIRKLAND & ELLIS LLP
200 East Randolph Drive
Chicago, Illinois 60601
Tel: (312) 861-2000
Fax: (312) 861-2200

Mr. Patrick J. Knight
GIMBEL REILLY GUERIN & BROWN
Two Plaza East, Suite 1170
330 East Kilbourn Avenue
Milwaukee, WI 53202
Tel: (614) 464-6400
Fax: (614) 464-6350

*Attorneys for Defendants Boehringer
Ingelheim Roxane, Inc. and Roxane
Laboratories, Inc.*

