

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

5. “Direct Price” means any figures so categorized and periodically published by a Publisher, including but not limited to such figures published by the Medical Economics Company.

6. “Document” shall be used in a comprehensive sense as contemplated by the Wisconsin Rules of Civil Procedure and shall mean any kind of tangible material, whether written, recorded, microfilmed, microfiched, photographed, computerized, reduced to an electronic or magnetic impulse, or 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, e-mails, 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 Concerning 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, or other notations not present on the original Document as originally typed, written, or otherwise prepared.

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

8. "FUL" or "Federal Upper Limit" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 447.332.

9. "Identify" means, with respect to a Document, to state all of the following information except, if You simultaneously produce the Document, please state only any category of information not apparent on the face of the Document: (a) the date the Document was prepared; (b) the type of Document; (c) the author of the Document; (d) any addressee(s); (e) the Document's present location; (f) the name and address of the Document's custodian; and, (g) the substance of its contents.

10. "Identify" means, with respect to a natural Person, to state information sufficient to notice a deposition of such person and to serve such person with process requiring his or her attendance at a place of examination and shall include, without limitation, the following information: (a) his or her full name, any nickname or alias; (b) present or last known address; (c) the last date when such address was known or believed to be correct; (d) his or her present or last known business affiliation; (e) title or occupation; and (f) each of his or her positions, titles or job descriptions during the applicable period of time covered by any answer referring to such person.

11. "Identify" means, with respect to any entity other than a natural Person or Document, to state all of the following information: (a) the full name or title thereof, any d/b/a, and its state of incorporation (where applicable); (b) the address and telephone number of such entity; and (c) the principal business thereof.

12. "MAC" or "Maximum Allowable Cost" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 50.504, in any State Plan or as defined by the Wisconsin Department of Health and Family Services and the Division of Health Care Financing.

13. “National Drug Code” or “NDC” means the unique 11-digit code assigned to each prescription drug product sold in the United States by the U.S. Food and Drug Administration and adopted by the federal Secretary of Health and Human Services, which identifies the drug manufacturer, product, and package size of each such drug product and used as the standard for reporting drugs on standard transactions.

14. “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.

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

16. “Provider” means any Person that provides health care to any Participant or Beneficiary to whom You provide health insurance coverage or benefits, or any entity or person to whom Plaintiff provides reimbursement for drugs.

17. “Publisher” means any pharmaceutical data publishing service, including but not limited to the Medical Economics Company’s Drug Topics Red Book (“Red Book”), American Druggist First DataBank Annual Directory of Pharmaceuticals (“First DataBank”), Essential Directory of Pharmaceuticals (“Blue Book”), and Medi-Span’s Master Drug Database (“Medi-Span”).

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

19. “Subject Drug” or “Subject Drugs” means the drugs attributed to Sandoz in Exhibits D and E of the Second Amended Complaint.

20. "Second Amended Complaint" means the Second Amended Complaint filed in this action by You on or about June 28, 2006.

21. "You," "Your," "Plaintiff," "State" or "the State" refer collectively to Plaintiff State of Wisconsin, any current or former office, agency, or body of the State, including, but not limited to the Office of the Governor, the Office of the Attorney General, the Office of the Inspector General, the Department of Health and Family Services, the Division of Health Care Financing, Wisconsin Medicaid, the state legislature, legislative committees, all successors and predecessors, and officials, agents, including but not limited to Electronic Data Systems Corporation, First DataBank, Inc., employees, commissions, boards, divisions, departments and other Persons or entities acting on their behalf and/or involved in administering, overseeing, or monitoring any State program, including Wisconsin Medicaid, that provides reimbursement for pharmaceutical products.

19. "WAC" or "Wholesale Acquisition Cost" means any price represented by any Defendant 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 published as WAC by a Publisher, including but not limited to First DataBank, Inc.

20. "Wisconsin Medicaid" or "Medicaid" means the State of Wisconsin's Medicaid Program, as administered by the Wisconsin Department of Health and Family Services, Division of Health Care Financing and all of its agents, employees, commissioners, and anyone else acting on its behalf and its constituent parts and predecessors.

GENERAL INSTRUCTIONS

1. The responses, under oath, to each Interrogatory shall include such information as is within Your custody, possession, or control, or that of Your attorneys, investigators, agents, employees, experts retained by You or Your agents, attorneys, or other representatives.

2. Each Interrogatory shall be answered separately.

3. To the extent that the answer to any Interrogatory varies for any of the agencies or departments included within the definition of "You," each should answer separately.

4. Unless otherwise specified, provide all of the requested information for the period of 1993, until the present. If it is necessary to refer to a prior time to fully answer an Interrogatory, please do so.

5. Electronic or computerized information, documents or data shall be produced either (a) in its native file format together with a description of the system from which the information was derived sufficient to permit rendering of the material into intelligible form, or (b) in a format that permits the document to be searched by electronic means, such as multi-page TIFF files with corresponding OCR-text files or searchable PDF files.

6. If You cannot answer an Interrogatory after exercising due diligence to secure the information to do so: (a) answer to the extent possible; (b) state the basis for Your inability to answer the remainder; (c) state whatever information or knowledge You have Concerning the unanswered portion; and (d) specify the type of information that You contend is not available, the reason the information is not available to You, and what You have done to locate such information.

7. If You decline to answer all or part of an Interrogatory based on a claim of privilege or immunity: (a) answer to the extent possible, and (b) state the specific grounds for not

answering in full and the facts You contend support Your assertion of a privilege or immunity, providing sufficient information to enable the claim of privilege or immunity to be adjudicated.

8. If, in responding to any of the Requests, You withhold a document on the grounds of privilege, for each such Document please specify: (a) its date; (b) its title; (c) its author; (d) its addressee; (e) the specific privilege under which it is withheld; (f) its general subject matter; and, (g) a description of it that You contend is adequate to support Your contention that it is privileged.

9. For each document withheld under a claim of the attorney work product doctrine, also state whether the document was prepared in anticipation of litigation or trial and, if so, identify the anticipated litigation or trial upon which the assertion is based.

10. If You claim that any specific Interrogatory is objectionable, then: (a) Identify the portion of such Request claimed to be objectionable and state the nature and basis of the objection; (b) Identify any information 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 (c) answer any portion of such Request that is not claimed to be objectionable.

11. Each Interrogatory 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 (a) own such Document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such Document on any terms; (c) have an understanding, express or implied, that You may use, inspect, examine, or copy such Document

on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such Document when You sought to do so.

12. If production is requested of a Document that is no longer in Your possession, custody, or control, Identify such document as completely as possible, including the following information: (a) type of document; (b) date of document; (c) date when the document became lost, discarded or destroyed; and (d) identity all persons having knowledge of the contents of the document. If the Document has been destroyed, state the reason for its destruction.

13. These Interrogatories are continuing in nature as required by the Wisconsin Rules of Civil Procedure or other rules governing this Court 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.

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

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

16. When the word “including” is used in a request followed by one or more specific instances, the specific instances are only by way of example and do not limit by type, kind or in any other way the documents requested.

INTERROGATORIES

1. For each Subject Drug, identify the initial MAC price applicable to each NDC and every change and date of the change to the applicable MAC price thereafter.

2. For each Subject Drug, provide the specific calculations and information used to determine the initial MAC price applicable to each NDC and specific calculations used to determine every change in the applicable MAC price thereafter. This Interrogatory is addressed

to Plaintiff whether it currently has such information or whether it must obtain such information from any of its agents, including, but not limited to Electronic Data Systems Corporation and/or First DataBank, Inc.

3. Do you contend the AWP or WAC for a Subject Drug had an effect in Your setting the MAC applicable to that drug? If yes, for each instance, Identify:

- (a) The Subject Drug by NDC and applicable MAC;
- (b) The AWP or WAC that was used by You in setting the MAC;
- (c) All other prices considered in setting the MAC; and
- (d) How the AWP or WAC for the Subject Drug was used in setting the MAC and affected the MAC.

4. Describe in detail the methods You have used to determine reimbursement amounts for each Subject Drug by NDC (*e.g.*, MAC, FUL, EAC, AWP, WAC, Direct Price, AMP), how and when those methods have changed from 1993 to the present and which prices were considered in determining such amounts.

5. Describe in detail Your understanding of the meaning of AWP, WAC and Direct Price and Your basis for that understanding.

6. Describe in detail every instance in which You allege Sandoz used financial incentives to hide real drug prices of the Subject Drugs, as alleged in Paragraphs 56 and 88 of the Second Amended Complaint, and for each instance:

- (a) Identify the date of the alleged act, and the individuals and drugs involved;
- (b) Identify the Provider to whom the alleged inducement(s) was (were) provided; and

- (c) Identify the inducement(s) (i.e., the free goods, educational grants, or other financial incentive(s) that were allegedly offered).

7. Describe in detail every instance in which, You allege, Sandoz made a representation to You concerning AWP, WAC, or Direct Price, which You allege to be false or inflated, describing for each instance the false representation, the Subject Drugs and individuals involved, and what the “true” or accurate representation should have been and how such “true” or accurate price should have been determined.

8. State the basis for Your claim that Sandoz used discounts, rebates and other inducements and concealed true market pricing information to avoid detection of the fraudulent pricing scheme as alleged in Paragraphs 34, 53-56, 58-59, 65 and 88-89 of the Second Amended Complaint.

9. For each Subject Drug, set forth, transaction by transaction, by year, by NDC number and by Provider, (a) the total number of units for which reimbursement was paid by You; (b) the ingredient cost and dispensing fee and any other amount You paid in reimbursement; (c) the prices used to determine the amount You paid in reimbursement (including prices for other manufacturers’ therapeutically equivalent drugs to each Subject Drug considered as part of that determination); (d) all rebates received by You; (e) Your cost, net of rebates, supplemental rebates, federal contribution, co-payments, and any other funds received by You directly or indirectly in connection with Your reimbursement for that Drug; (f) the amount by which You contend You overpaid for each Subject Drug as a result of Sandoz’ conduct as alleged in Paragraphs 60, 65-66, 78, 82, 86, 91 and 95 of the Second Amended Complaint; and (g) the calculations You use to support Your contentions. For each Provider Identified, state whether You have, by action, administrative proceeding, or otherwise, sought to recover from such Provider alleged overpayments of reimbursement amounts, and, if so, Identify

each such action, proceeding, or other recovery effort; and if not, state the basis for your failure to do so.

10. Describe in detail the basis for Your claim in Paragraphs 40-41 of the Second Amended Complaint that Sandoz marketed the “spread” to one or more Providers, identifying the statement or activity at issue, the Subject Drugs and individuals involved, when the activity occurred and the result of such activity.

11. Describe in detail any communication between You and Sandoz concerning AWP, WAC, drug pricing, acquisition costs or any other cost information, including but not limited to any request by You for any such information.

12. Identify all employees and agents of the State who were personally misled by each and every misrepresentation made by Sandoz that You claim to be false with respect to the actual prices of Sandoz’ products.

13. Describe in detail each category of damages for which You seek recovery from Sandoz in this action, including the amount of damages, the methodology used to calculate or derive that amount, and all facts and documents upon which You rely to support your claims as to the nature and extent of each category of damages.

14. For each Subject Drug, state what information You had concerning any price published, available or paid for the Subject Drugs, including, without limitation

- (a) The sources of such information, including fields or types of information You obtained for such drugs from First DataBank, Inc. Redbook or any other pricing service;
- (b) Identify the persons knowledgeable concerning the price information available to You;
- (c) Any changes over time in the information.

15. If You contend that any Federal Upper Limit for a Subject Drug was inflated, separately for each such FUL, state the basis for such claims, including the date, place and manner of any conduct by Sandoz that You claim gives rise to such claims, Identify the persons with knowledge of the basis of Your contention and Identify what the Federal Upper Limit should have been.

16. Identify and quantify each instance in which Sandoz increased the market share for a Subject Drug by any action alleged in Paragraph 99 of the Second Amended Complaint.

Dated: October 11th, 2007

By: 

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Certificate of Service

I, Shannon A. Allen, hereby certify that on this 11th day of October, 2007, a true and correct copy of the foregoing Defendant Sandoz Inc.'s First Set of Interrogatories to Plaintiff was caused to be served on the plaintiff's counsel and to all counsel of record by Lexis Nexis File & Serve.



Shannon A. Allen