

admissibility as evidence, for any purpose, of any information or documents that may be provided or produced in response to the Fifth Interrogatories; (b) any objections as to the vagueness, ambiguity, or other infirmity in the form of any Interrogatory; (c) any objections based on the undue burden imposed by any Interrogatory; (d) any objections to the use of the documents or information that may be produced in response to the Fifth Interrogatories at any hearings or at trial; (e) any objections to any further discovery requests involving or related to the subject matter of the Fifth Interrogatories; and (f) any privileges, rights, or immunity under the Wisconsin Rules of Civil Procedure, Rules of Evidence, statutes, or common law.

3. By stating herein that Sandoz objects to a particular Interrogatory, Sandoz does not assert that it has responsive documents or information or that such material exists, only that it agrees that, at the appropriate time, it will conduct a reasonable search of its files most likely to contain responsive documents or information and produce responsive, non-objectionable, non-privileged documents revealed by such investigation. No objection made herein, or lack thereof, is an admission by Sandoz as to the existence or non-existence of any documents or information.

4. Sandoz' discovery and investigation in this matter are continuing and, therefore, Sandoz responds to the Fifth Interrogatories based upon information that is in its possession currently. Pursuant to Section 804.01(5) of the Wisconsin Rules of Civil Procedure, Sandoz reserves its right to amend, supplement, and/or withdraw any objection set forth herein on the basis of documents or information found during its investigation or any discovery that might be taken in this action. Sandoz expressly reserves its right to rely, at any time including trial, upon subsequently discovered documents, information or information omitted from any response as a result of mistake, oversight or inadvertence.

5. Sandoz objects to each Interrogatory to the extent that it imposes discovery obligations greater than, or inconsistent with, Sandoz' obligations under the Wisconsin Rules of Civil Procedure, statutes, common law or local rules and to the extent that the State seeks discovery beyond that permitted by such Wisconsin law.

6. Sandoz objects to each Interrogatory to the extent it seeks information or documents protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other applicable privilege, immunity or protection against disclosure. Any inadvertent production of any privileged or protected information or document by Sandoz shall not constitute a specific or general waiver of any privilege or protection and shall not preclude Sandoz from objecting to disclosure on any other basis.

7. Sandoz objects to each Interrogatory to the extent it seeks the production of proprietary or commercially sensitive information, including, but not limited to, personal financial information, confidential or proprietary research, procedures and processes relating to the pricing of pharmaceuticals, current and past marketing plans and methods, and current and past business planning and financial information. Sandoz' production of any document or provision of information pursuant to the Fifth Interrogatories shall not be construed as a waiver of confidentiality of any such document or information.

8. Sandoz objects to each Interrogatory to the extent it requires Sandoz to disclose information or produce documents outside of Sandoz' possession, custody, or control or no longer in existence, to seek information about or produce documents from persons not currently employed or associated with Sandoz, or to provide or search for information or documents in the possession, custody or control of non-parties. At the appropriate time, Sandoz will only disclose information and produce documents that are within its possession, custody or control.

9. Sandoz objects to each Interrogatory to the extent it seeks information or documents already in the State's possession, custody, or control or in the possession, custody, or control of any of the State's officers, employees, agents, agencies or departments. Sandoz further objects to each Interrogatory to the extent it requires Sandoz to search for information publicly available or to search for information or documents for which the burden of deriving or ascertaining the information or documents is substantially the same or less for the State or any of its officers, employees, agents, agencies or departments as it is for Sandoz.

10. Sandoz objects to each Interrogatory to the extent it is duplicative or redundant of other Interrogatories or other discovery requests propounded by the State. Each written response, document or information that might, at the appropriate time, be produced in response to a specific Interrogatory is deemed to be produced in response to every other Interrogatory or discovery request of the State to which the written response, document or information is or may be responsive.

11. Sandoz objects to each Interrogatory as unduly burdensome to the extent the use of the terms "each," "any" or "all" seeks the provision or production of all documents or information on a subject matter. Subject to and without waiver of this obligation, and subject to resolution of Sandoz' other objections set forth herein, Sandoz agrees that at an appropriate time it will produce or provide non-privileged documents or information that are located following a reasonable search of those Sandoz files that are most likely to contain documents or information responsive to the Fifth Interrogatories.

12. Sandoz reserves the right to seek reimbursement from the State for the cost of producing electronic data and documents.

13. Sandoz objects to any implications and to any explicit or implicit characterization of facts, events, circumstances or issues in the Fifth Interrogatories. Sandoz' written response or production of documents or information in connection with a particular Interrogatory is not intended to indicate that Sandoz agrees with any implication or any explicit or implicit characterization of facts, events, circumstances or issues in the Fifth Interrogatories, or that such implications or characterizations are relevant to this action.

14. Sandoz objects to the defined time period to the extent it requires documents or information to be produced dated after the filing of the First Amended Complaint on November 1, 2004, or outside of the relevant statute of limitations.

15. Any documents and information produced in response to the Fifth Interrogatories are for use in this litigation only and for no other purpose, and may not be shared with any non-party to this action absent express permission by and compliance with any protective or confidentiality order that may be entered by the Court in this action.

SPECIFIC OBJECTIONS

Interrogatory No. 13

For each calendar year from 1993 through the present, identify the following:

- (a) the gross annual sales of your drugs in the United States; and**
- (b) the percentage of the gross annual sales of your drugs in the United States that is attributable to Medicaid patients, *i.e.*, that results from sales to (or stated differently, reimbursement by) state Medicaid programs.**

Responses and Objections to Interrogatory No. 13

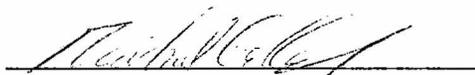
In addition to the foregoing General Objections, Sandoz objects to Interrogatory No. 13 on the grounds that it is overly broad, unduly burdensome, and vague and ambiguous, particularly the phrases "gross annual sales," "your drugs," "attributable to Medicaid patients,"

“results from” and “state Medicaid programs.” Sandoz also objects to this Interrogatory to the extent it seeks information neither relevant to the subject matter of this action, relevant to a claim or defense of any party, nor reasonably calculated to lead to admissible evidence. For example, on its face, this interrogatory requires Sandoz to provide information relating to drugs not attributed to Sandoz in the State’s Second Amended Complaint, as filed on or about June 28, 2006, as well as drugs not sold in the State of Wisconsin, drugs not reimbursed by Wisconsin Medicaid and/or sales for periods after the filing of the First Amended Complaint or outside of the relevant statute of limitations.

Subject to and without waiving the foregoing objections or the General Objections, Sandoz responds as follows: Sandoz already has produced transactional information for the drugs alleged as to Sandoz in the Second Amended Complaint for the period from January 1996 through December 2004.

DATED: New York, New York, December 10, 2007.

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Certificate of Service

I, Brian L. Bank, hereby certify that on this 10th day of December, 2007, a true and correct copy of the foregoing Defendant Sandoz Inc.'s Responses and Objections to Plaintiff's Fifth Set of Interrogatories to All Defendants was caused to be served on all counsel of record by Lexis Nexis File & Serve.

/s/ Brian L. Bank