

imposed by the Interrogatory; (d) any objections to the use of the documents or information that may be produced in response to the Interrogatory at any hearings or at trial; (e) any objections to any further Interrogatories or Requests involving or relating to the subject matter of the Interrogatory; and (f) any privileges, rights, or immunity under the Wisconsin Rules of Civil Procedure, statutes, or common law.

3. No objection made herein, or lack thereof, is an admission by Sandoz as to the existence or non-existence of any information.

4. Sandoz reserves its right to amend, to supplement, and/or to 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 at trial, upon subsequently discovered documents, information or information omitted from any response as a result of mistake, oversight, or inadvertence.

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

6. Sandoz objects to the 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.

7. Sandoz objects to the Interrogatory to the extent it seeks the production of proprietary or commercially-sensitive information including, but not limited to, personal financial information, confidential and/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 Interrogatory shall not be construed as a waiver of confidentiality of any such document or information.

8. Sandoz objects to the Interrogatory to the extent it requires Sandoz to disclose information or produce documents outside of Sandoz' possession, custody, or control and/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 produce documents in the possession, custody or control of non-parties, including former employees. At the appropriate time, Sandoz will disclose information and produce documents that are within its possession, custody or control.

9. Sandoz objects to the 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 the 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 the Interrogatory to the extent it is duplicative or cumulative of other Requests, Interrogatories, or other discovery requests propounded by the State. Each document that may be produced in response to a specific Interrogatory or Request is deemed to be produced in response to every other Request, Interrogatory, or discovery request of the State to which the document or information is or may be responsive.

11. Sandoz objects to the Interrogatory as unduly burdensome to the extent it purports to seek the production of "all" documents relating to a subject matter.

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 described in the Interrogatory. Sandoz' production of documents or information in connection with the Interrogatory is not intended to indicate that Sandoz agrees with any implication or any explicit or implicit characterization of facts, events, circumstances, or issues described in the Interrogatory, or that such implications or characterizations are relevant to this action.

14. Sandoz objects to the lack of a defined time period to the extent it requires documents to be produced dated after the filing of the original complaint on November 4, 2004 or outside of the relevant statute of limitations.

15. The information produced in response to the Interrogatory is for use in this litigation and for no other purpose.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

1. Sandoz objects to Plaintiff's "Definitions" and "Instructions" to the extent that they purport to expand upon or alter Sandoz' obligations under the Wisconsin Rules and Court orders.

2. Sandoz objects to Plaintiff's definition of the terms "you," "your," and "your company" as set forth in Definition No. 1 as overbroad, unduly burdensome, vague, ambiguous and on the grounds that the definition as applied would impose discovery obligations beyond

those set forth in the Wisconsin Rules of Civil Procedure. Sandoz further objects that the definition would require Sandoz to speculate as to “any other persons acting or purporting to act on behalf of defendants or their subsidiaries or predecessors.” Sandoz also objects to this definition to the extent it extends to any corporate entity other than Sandoz Inc. or to the extent it includes or purports to include persons other than the Sandoz officers, directors, employees, and agents who have knowledge of the facts or events relevant to the State’s claims against Sandoz. Sandoz will disclose information only that is within the possession, custody, or control of Sandoz Inc.

3. Sandoz objects to the definition of “document” and “documents” in Definition No. 2 to the extent that it seeks to impose discovery obligations that are broader than, or inconsistent with, Sandoz’ obligations under the Wisconsin Rules of Civil Procedure. Sandoz further objects to this definition to the extent it would require Sandoz to (a) produce multiple copies of the same document or conduct an unduly burdensome search for duplicative information, including, among other things, electronic databases containing overlapping information; (b) search for and produce any documents and/or data on back-up tapes or from locations not reasonably accessible; (c) produce any proprietary software, data, programs or databases; and (d) violate any licensing agreements, copyright laws, or proprietary rights of third parties.

RESPONSES AND OBJECTIONS TO INTERROGATORIES

Sandoz incorporates its General Objections and its Objections to Definitions and Instructions (collectively “Objections”) in the response that follows. The specific objections set forth in the response are in addition to the Objections and unless otherwise specified, Sandoz’ response is limited in accordance with each of its objections.

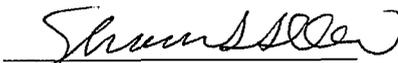
INTERROGATORIES

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.

RESPONSE: In addition to its foregoing Objections, Sandoz incorporates by reference herein its objections and responses to Interrogatories Nos. 6 and 8. Sandoz 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.

Dated: March 19, 2007

FRIEBERT, FINERTY & ST. JOHN, S.C.

By: 

Shannon A. Allen
State Bar No. 1024558
Two Plaza East – Suite 1250
330 East Kilbourn Avenue
Milwaukee, WI 53202

Of counsel:

WHITE & CASE LLP
Wayne A. Cross
Michael J. Gallagher
1155 Avenue of the Americas
New York, New York 10036
Telephone: (212) 819-8200
Facsimile: (212) 354-8113

Certificate of Service

I, Shannon Allen, hereby certify that on this 19th day of March, 2007, a true and correct copy of the foregoing Defendant Sandoz Inc.'s Objections and Responses to Plaintiff State of Wisconsin's Interrogatories No. 4 (To All Defendants) was served the plaintiff's counsel via first class mail and to all counsel of record by Lexis Nexis File & Serve.

/s/ Shannon A. Allen