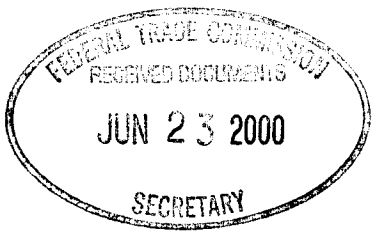
THE FEDERAL TRADE COMMISSION
OF THE UNITED STATES OF AMERICA



In the matter of HOECHST MARION ROUSSEL, INC. a corporation, CARDERM CAPITAL L.P., a limited partnership and ANDRX CORPORATION, a corporation	Docket No. 9293 The Honorable D. Michael Chappell Administrative Law Judge

SUPPLEMENTAL EXHIBITS TO JOINT MOTION TO QUASH SUBPOENAS SERVED ON VARIOUS LAW FIRMS AND ATTORNEYS

Cleary, Gottlieb, Steen & Hamilton; Keller and Heckman LLP; Verner, Liipfert, Bernhard, McPherson and Hand, Chartered; George S. Cary; and Steven J. Kaiser, hereby submit the attached supplemental exhibits to their Joint Motion to Quash Subpoenas Served on Various Law Firms and Attorneys filed on June 20, 2000.

Dated: June 21, 2000

Respectfully submitted,

Mark Leddy /with permission kjc
Mark Leddy
David I. Gelfand

Cleary, Gottlieb, Steen & Hamilton
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006-1801
(202) 974-1500

Counsel for Cleary, Gottlieb, Steen & Hamilton; George S. Cary; and Steven J. Kaiser

John B. Dubeck /with permission kjc
John B. Dubeck

Keller & Heckman
Suite 500 West
1001 G Street, N.W.
Washington, D.C. 20001
(202) 434-4100

Counsel for Keller & Heckman

Richard H Saltsman /with permission k
Richard H. Saltsman

Verner, Liipfert, Bernhard, McPherson and
Hand, Chartered
901 15th Street, N.W.
Washington, D.C. 20005-2301
(202) 371-6000

Counsel for Verner, Liipfert, Bernhard,
McPherson and Hand, Chartered

CERTIFICATE OF SERVICE

I hereby certify that on this day, June 21, 2000, I caused a copy of the foregoing document to be served on the person named below by the means indicated:

By First-Class Mail:

Louis M. Solomon, Esq.
Solomon, Zauderer, Ellenhorn, Frischer & Sharp
45 Rockefeller Plaza
New York, New York 10111

By Hand Delivery:

Markus Meier, Esq.
Federal Trade Commission
Washington, D.C. 20580

Richard Feinstein, Esq.
Federal Trade Commission
Washington, D.C. 20580

The Honorable D. Michael Chappell
Federal Trade Commission
Washington, D.C. 20580

Kerri J. Chase

Exhibit C

SUBPOENA AD TESTIFICANDUM

Issued Pursuant to Rule 3.34(a)(1), 16 C.F.R. § 3.34(a)(1) (1997)

1. TO

Keller and Heckman LLP

By one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf concerning the subject matter of this action and/or of the subject matter of the documents described in Exhibit A

1001 G. Street, N.W., Washington D.C. 20001

2. FROM

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

This subpoena requires you to appear and give testimony, at the date and time specified in Item 5, at the request of Counsel listed in Item 8, in the proceeding described in Item 6.

3. PLACE OF HEARING

King & Spalding
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006-4706

4. YOUR APPEARANCE WILL BE BEFORE

Respondent Andrx Corporation

5. DATE AND TIME OF HEARING OR DEPOSITION

June 20, 2000 at 10:00 a.m.

6. SUBJECT OF PROCEEDING

In the matter of Hoechst Marion Roussel, Inc., et al.

7. ADMINISTRATIVE LAW JUDGE

The Honorable D. Michael Chappell

Federal Trade Commission
Washington, D.C. 20580

8. COUNSEL REQUESTING SUBPOENA

Louis
Solomon, Zauderer, Ellenhorn,
Frischer & Sharp
45 Rockefeller Plaza (212) 424-0710
New York, New York 10111
Counsel for Respondent Andrx Corp.

DATE ISSUED

MAY 12 2000

SECRETARY'S SIGNATURE

Donald S. Clark

GENERAL INSTRUCTIONS

APPEARANCE

The delivery of this subpoena to you by any method prescribed by the Commission's Rules of Practice is legal service and may subject you to a penalty imposed by law for failure to comply.

MOTION TO LIMIT OR QUASH

The Commission's Rules of Practice require that any motion to limit or quash this subpoena be filed within the earlier of 10 days after service or the time for compliance. The original and ten copies of the petition must be filed with the Secretary of the Federal Trade Commission, accompanied by an affidavit of service of the document upon counsel listed in Item 8, and upon all other parties prescribed by the Rules of Practice.

TRAVEL EXPENSES

The Commission's Rules of Practice require that fees and mileage be paid by the party that requested your appearance. You should present your claim to Counsel listed in Item 8 for payment. If you are permanently or temporarily living somewhere other than the address on this subpoena and it would require excessive travel for you to appear, you must get prior approval from Counsel listed in Item 8.

This subpoena does not require approval by OMB under the Paperwork Reduction Act of 1980.

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. As used here, the term "Biovail" shall refer to Biovail International Corporation, and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants (including public relations consultants and Anne George, John Grimaldi, Michael Sitrick, Steven Seiler or Sitrick and Company), controlling shareholders (and any entity controlled by any such controlling shareholder), attorneys or law firms, or other persons acting for or on behalf of any of them.

2. As used herein, the term "Andrx" shall refer to Andrx Pharmaceuticals, Inc. and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

3. As used herein, the term "HMR" shall mean Hoeschst Marion Roussel and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

4. As used herein, the term "Proskauer" shall refer to Proskauer Rose LLP, including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

5. As used herein, the term "Cleary" shall refer to Cleary, Gottlieb, Steen & Hamilton including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

6. As used herein, the term "Keller and Heckman" shall refer to Keller and Heckman LLP, including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

7. As used herein, the term "Verner, Liipfert," shall refer to Verner, Liipfert, Bernhard, Mcpherson and Hand, Chartered, including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

8. As used herein, the term "Teva" shall refer to Teva Pharmaceutical Industries, Ltd. and each of its predecessors, successors, groups, divisions, subsidiaries (including without limitation Teva Pharmaceuticals USA) and affiliates and each of their present or former officers, directors, employees, agents, consultants, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

9. As used herein, the term "Elan" shall refer to Elan Corporation, plc and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

10. As used herein, the term "Mylan" shall refer to Mylan Laboratories, Inc. and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants,

controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

11. As used herein, the term "Forest" shall refer to Forest Laboratories, Inc. and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

12. As used herein, the term "Direct Purchaser" shall refer to a purchaser who buys Cardizem® CD directly from HMR.

13. As used herein, the term "Indirect Purchaser" shall refer to a purchaser who buys Cardizem® CD from a source other then HMR, whether a wholesaler, retailer or some other source.

14. As used herein, the term "Substitute Cardiovascular Drug" shall mean any branded and/or generic drug which you understand some persons use or may use as a substitute in whole or in part for, or in lieu of, Cardizem® CD, including but not limited to therapeutic class.

15. As used herein, the term "person" shall mean any natural person, firm, partnership, corporation, incorporated association, organization, joint venture, cooperative, governmental body or other form of legal entity.

16. The word "document" or "documents" as used herein includes, without limitation, writings and printed matter of every kind and description, correspondence, memoranda, agreements, contracts, photographs, drawings, notes, records (tape, disc or other) or any communication, statements, invoices, purchase orders, records of hearings, reports of decisions of state or federal governmental agencies, telegrams, summaries or

records of telephone conversations, summaries of records of personal interviews, diaries, graphs, reports, notebooks, note charts, plans, sketches, maps, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations opinions or reports of consultants, motion picture film, brochures, pamphlets, advertisements circulars, press releases, drafts marginal comments appearing on any document, microfilm, microfiche, computer printouts, programs, tapes, cassettes, disks, magnetic drums, and punch cards, all data stored in computer banks, all nonidentical copies of any item listed above and all other writings of any kind.

17. The word "communication" or "communications" as used herein means any effort to convey information, whether written or oral, recorded or unrecorded, including, but not limited to: (a) speeches and lectures, (b) statements, (c) monologues, (d) dialogues, (e) telephone conversations and conferences, (f) discussions, (g) conferences, (h) debates, (i) arguments, (j) discourses, (k) interviews, (l) conversations, (m) consultations, and (n) information conveyed through documents.

18. As used herein, the term "concerning" means related to, referring to, describing, evidencing or constituting.

19. Unless otherwise stated, each paragraph or subparagraph herein shall be construed independently and without reference to any other paragraph or subparagraph for purpose of limitation.

20. If it is claimed that any document responsive to any request is privileged, work product or otherwise protected from disclosure, identify such information by its subject matter and state the nature and basis for any such claim of privilege, work product or other ground for nondisclosure. As to any such document, state: (a) the reason for withholding it or other information relating to it; (b) the author of the documents;

(c) each individual to whom the original or a copy of the document was sent; (d) the date of the documents or oral communication; (e) the general subject matter of the document; and (f) any additional information on which you base your claims of privilege. Any part of an answer to which you do not claim privilege or work product should be given in full.

21. Unless otherwise stated, the use of a verb in any tense shall be construed as the use of the verb in all other tenses as necessary to bring within the scope of the document requests that which might otherwise be construed outside its scope.

22. As used herein, the singular includes the plural and vice versa; the words "and" and "or" shall be both conjunctive and disjunctive; the word "all" means "any and all"; the word "any" means "any and all"; the word "including" means "including without limitation"; the word "he" or any other masculine pronoun includes any individual regardless of sex.

23. In the event that any document required to be identified or produced has been destroyed, lost, discarded or otherwise disposed of, any such document is to be identified as completely as possible, including, without limitation, the following information: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal and person disposing of the document.

24. Unless otherwise indicated, the time period covered by these interrogatories and document requests is from January 1, 1995 to date.

25. Whenever a document request, in whole or in part, calls for documents already supplied by Biovail in answer to a similar document request served in this action, you need not repeat information already supplied, provided that you clearly indicate in your answer to the document request (a) the portion of the document request for which the information called for has already been supplied by Biovail, and (b) the specific

document request (or subpart thereof) in answer to which Biovail has already supplied the requested documents.

SPECIFIC REQUESTS FOR DOCUMENTS

1. All documents Biovail produced in the action captioned Biovail Corporation International v. Hoechst Aktiengesselschaft, et al., N.J. No. 98-1434 (MTB)(SRC).

2. All documents concerning regulatory approval, or the absence thereof, from any governmental agency, department or organization in the United States, Canada or elsewhere, including any employee, agent or representative thereof, in connection with Biovail manufacturing, developing, producing, licensing, marketing or selling any Substitute Cardiovascular Drug or diltiazem, including but not limited to any New Drug Application (NDA) or Abbreviated NDA (ANDA).

3. All documents concerning any communications between Biovail and any Direct Purchaser or Indirect Purchaser of Cardizem® CD, concerning (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

4. All documents concerning any communications between Biovail and any potential manufacturer of a generic version of Cardizem® CD, including but not limited to Faulding Inc., concerning (i) HMR; (ii) Cardizem® CD; (iii) Andrx; and/or (iv) Cartia XT.

5. All documents concerning any communications between, on the one hand, Biovail (including its attorneys, public relations contractors (Anne George, John Grimaldi, Michael Sitrick, Steven Seiler, or Sitrick and Company) or other representatives and, on the other hand, any law firm, including but not limited to Lowey, Dannenberg, Benporad & Selinger, P.C., Berman, Devaleno, Pease & Tabacco, Boies & Schiller,

LLP, Niewald, Waldeck & Brown, P.C., Aronovitz & Associates, P.A., Garwin, Bronzaft, Gerstein & Fisher, L.L.P., Calvin, Richardson & Verner, concerning (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

6. All documents concerning any purported agreement(s) between Andrx and HMR, including, but not limited to, any documents concerning the negotiation, execution, and/or modification of any such agreement(s).

7. All documents concerning Andrx's generic version of Cardizem® CD (Cartia XT).

8. All documents concerning any business relationship or proposed business relationship between Biovail and HMR.

9. All documents concerning meetings of the Board of Management, Board of Directors, or Managing Directors of Biovail at which any of the following subjects were raised, discussed or included on the agenda: (i) Cardizem® CD; (ii) potential, actual or past competition for Cardizem® CD in North America or Canada; (iii) Andrx; and (iv) litigation or governmental investigation concerning generic competition for Substitute Cardiovascular Drugs.

10. All communications between Biovail and the FTC concerning: (i) HMR; (ii) Andrx; (iii) any purported agreements between HMR and Andrx; (iv) Cardizem® CD; (v) Andrx's generic version of Cardizem® CD or any other generic version of Cardizem® CD; (vi) the market for Cardizem® CD; or (vii) the 100-day exclusivity period or the Mova decision.

11. All documents constituting communications between Proskauer, Cleary (including George Cary), Keller and Heckman, and Verner, Liipfert (or anyone at

those respective law firms) and any other party, including, without limitation, the FTC or FDA, with respect to (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

12. All studies, market analyses or other documents concerning any market or submarket for Substitute Cardiovascular Drugs, including, without limitation, those analyses concerning the impact of a generic Cardizem® CD.

13. All documents concerning Biovail's actual or anticipated sales, revenues, royalties, or other payments or income from or based on Biovail's actual or planned generic version of Cardizem® CD.

14. All documents concerning Biovail's actual or anticipated prices or its policies or practices for setting, marketing or determining prices for Biovail's actual or planned generic version of Cardizem® CD.

15. All documents concerning any proposals or plans by Biovail with respect to the actual or anticipated commencement of commercial marketing of Biovail's generic version of Cardizem® CD.

16. All documents concerning communications with Sitrick and Company, or any principals, employees, or agents thereof, concerning Cardizem® CD or HMR or Andrx.

17. Any agreements ever operative between Biovail and Teva and/or any affiliated entities concerning in whole or in part Cardizem® CD or any generic version thereof.

18. All documents and communications concerning any agreements ever operative between Biovail and Teva and/or any affiliated entities concerning in whole or in part Cardizem® CD or any generic version thereof.

19. Any agreements ever operative between Biovail and Elan and/or any affiliated entities concerning in whole or in part Adalat or any generic version thereof.

20. All documents and communications concerning any agreements ever operative between Biovail and Elan and/or any affiliated entities concerning in whole or in part Adalat or any generic version thereof.

21. Any agreements ever operative between Biovail and Mylan and/or any affiliated entities concerning in whole or in part Verelan or any generic version thereof.

22. All documents and communications concerning any agreements ever operative between Biovail and Mylan and/or any affiliated entities concerning in whole or in part Verelan or any generic version thereof.

23. Any agreements ever operative between Biovail and Forest and/or any affiliated entities concerning Tiazac or any generic version thereof.

24. All documents and communications concerning any agreements ever operative between Biovail and Forest and/or any affiliated entities concerning Tiazac or any generic version thereof.

25. All documents concerning any agreement or arrangement, concerning which you are aware, involving an innovator or brand name pharmaceutical company, and a generic company, that marketed any form of:

(a) payment from the brand name company to the generic company; or

(b) licensing and/or royalty arrangements between the brand name company and the generic company.

26. All documents concerning any investigation by or on behalf of the FTC or any other governmental entity concerning Andrx and/or HMR.

Exhibit D

SUBPOENA AD TESTIFICANDUM

Issued Pursuant to Rule 3.34(c)(1), 16 C.F.R. § 3.34(c)(1) (1997)

1. TO

Verner, Liipfert, Bernhard, McPherson & Hand
By one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf concerning the subject matter of this action and/or of the subject matter of the documents described in Exhibit A
901 15th Street, N.W. Washington, D.C. 20005-2301

2. FROM

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

This subpoena requires you to appear and give testimony, at the date and time specified in Item 5, at the request of Counsel listed in Item 8, in the proceeding described in Item 6.

3. PLACE OF HEARING

King & Spalding
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006-4706

4. YOUR APPEARANCE WILL BE BEFORE

Respondent Andrx Corporation

5. DATE AND TIME OF HEARING OR DEPOSITION

June 21, 2000 at 10:00 a.m.

6. SUBJECT OF PROCEEDING

In the matter of Hoechst Marion Roussel, Inc., et al.

7. ADMINISTRATIVE LAW JUDGE

The Honorable D. Michael Chappell

Federal Trade Commission
Washington, D.C. 20580

8. COUNSEL REQUESTING SUBPOENA

Solomon, Zauderer, Ellenhorn,
Frischer & Sharp
45 Rockefeller Plaza
New York, New York 10111
Counsel for Respondent Andrx Corp.

DATE ISSUED

MAY 12 2000

SECRETARY'S SIGNATURE

Donald S. Clark

GENERAL INSTRUCTIONS

APPEARANCE

The delivery of this subpoena to you by any method prescribed by the Commission's Rules of Practice is legal service and may subject you to a penalty imposed by law for failure to comply.

MOTION TO LIMIT OR QUASH

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EXHIBIT A

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2. As used herein, the term "Andrx" shall refer to Andrx Pharmaceuticals, Inc. and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

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6. As used herein, the term "Keller and Heckman" shall refer to Keller and Heckman LLP, including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

7. As used herein, the term "Verner, Liipfert," shall refer to Verner, Liipfert, Bernhard, Mcpherson and Hand, Chartered, including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

8. As used herein, the term "Teva" shall refer to Teva Pharmaceutical Industries, Ltd. and each of its predecessors, successors, groups, divisions, subsidiaries (including without limitation Teva Pharmaceuticals USA) and affiliates and each of their present or former officers, directors, employees, agents, consultants, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

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15. As used herein, the term "person" shall mean any natural person, firm, partnership, corporation, incorporated association, organization, joint venture, cooperative, governmental body or other form of legal entity.

16. The word "document" or "documents" as used herein includes, without limitation, writings and printed matter of every kind and description, correspondence, memoranda, agreements, contracts, photographs, drawings, notes, records (tape, disc or other) or any communication, statements, invoices, purchase orders, records of hearings, reports of decisions of state or federal governmental agencies, telegrams, summaries or

records of telephone conversations, summaries of records of personal interviews, diaries, graphs, reports, notebooks, note charts, plans, sketches, maps, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations opinions or reports of consultants, motion picture film, brochures, pamphlets, advertisements circulars, press releases, drafts marginal comments appearing on any document, microfilm, microfiche, computer printouts, programs, tapes, cassettes, disks, magnetic drums, and punch cards, all data stored in computer banks, all nonidentical copies of any item listed above and all other writings of any kind.

17. The word "communication" or "communications" as used herein means any effort to convey information, whether written or oral, recorded or unrecorded, including, but not limited to: (a) speeches and lectures, (b) statements, (c) monologues, (d) dialogues, (e) telephone conversations and conferences, (f) discussions, (g) conferences, (h) debates, (i) arguments, (j) discourses, (k) interviews, (l) conversations, (m) consultations, and (n) information conveyed through documents.

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(c) each individual to whom the original or a copy of the document was sent; (d) the date of the documents or oral communication; (e) the general subject matter of the document; and (f) any additional information on which you base your claims of privilege. Any part of an answer to which you do not claim privilege or work product should be given in full.

21. Unless otherwise stated, the use of a verb in any tense shall be construed as the use of the verb in all other tenses as necessary to bring within the scope of the document requests that which might otherwise be construed outside its scope.

22. As used herein, the singular includes the plural and vice versa; the words "and" and "or" shall be both conjunctive and disjunctive; the word "all" means "any and all"; the word "any" means "any and all"; the word "including" means "including without limitation"; the word "he" or any other masculine pronoun includes any individual regardless of sex.

23. In the event that any document required to be identified or produced has been destroyed, lost, discarded or otherwise disposed of, any such document is to be identified as completely as possible, including, without limitation, the following information: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal and person disposing of the document.

24. Unless otherwise indicated, the time period covered by these interrogatories and document requests is from January 1, 1995 to date.

25. Whenever a document request, in whole or in part, calls for documents already supplied by Biovail in answer to a similar document request served in this action, you need not repeat information already supplied, provided that you clearly indicate in your answer to the document request (a) the portion of the document request for which the information called for has already been supplied by Biovail, and (b) the specific

document request (or subpart thereof) in answer to which Biovail has already supplied the requested documents.

SPECIFIC REQUESTS FOR DOCUMENTS

1. All documents Biovail produced in the action captioned Biovail Corporation International v. Hoechst Aktiengesselschaft, et al., N.J. No. 98-1434 (MTB)(SRC).

2. All documents concerning regulatory approval, or the absence thereof, from any governmental agency, department or organization in the United States, Canada or elsewhere, including any employee, agent or representative thereof, in connection with Biovail manufacturing, developing, producing, licensing, marketing or selling any Substitute Cardiovascular Drug or diltiazem, including but not limited to any New Drug Application (NDA) or Abbreviated NDA (ANDA).

3. All documents concerning any communications between Biovail and any Direct Purchaser or Indirect Purchaser of Cardizem® CD, concerning (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

4. All documents concerning any communications between Biovail and any potential manufacturer of a generic version of Cardizem® CD, including but not limited to Faulding Inc., concerning (i) HMR; (ii) Cardizem® CD; (iii) Andrx; and/or (iv) Cartia XT.

5. All documents concerning any communications between, on the one hand, Biovail (including its attorneys, public relations contractors (Anne George, John Grimaldi, Michael Sitrick, Steven Seiler, or Sitrick and Company) or other representatives and, on the other hand, any law firm, including but not limited to Lowey, Dannenberg, Benporad & Selinger, P.C., Berman, Devaleno, Pease & Tabacco, Boies & Schiller,

LLP, Niewald, Waldeck & Brown, P.C., Aronovitz & Associates, P.A., Garwin, Bronzaft, Gerstein & Fisher, L.L.P., Calvin, Richardson & Verner, concerning (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

6. All documents concerning any purported agreement(s) between Andrx and HMR, including, but not limited to, any documents concerning the negotiation, execution, and/or modification of any such agreement(s).

7. All documents concerning Andrx's generic version of Cardizem® CD (Cartia XT).

8. All documents concerning any business relationship or proposed business relationship between Biovail and HMR.

9. All documents concerning meetings of the Board of Management, Board of Directors, or Managing Directors of Biovail at which any of the following subjects were raised, discussed or included on the agenda: (i) Cardizem® CD; (ii) potential, actual or past competition for Cardizem® CD in North America or Canada; (iii) Andrx; and (iv) litigation or governmental investigation concerning generic competition for Substitute Cardiovascular Drugs.

10. All communications between Biovail and the FTC concerning: (i) HMR; (ii) Andrx; (iii) any purported agreements between HMR and Andrx; (iv) Cardizem® CD; (v) Andrx's generic version of Cardizem® CD or any other generic version of Cardizem® CD; (vi) the market for Cardizem® CD; or (vii) the 100-day exclusivity period or the Mova decision.

11. All documents constituting communications between Proskauer, Cleary (including George Cary), Keller and Heckman, and Verner, Liipfert (or anyone at

those respective law firms) and any other party, including, without limitation, the FTC or FDA, with respect to (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

12. All studies, market analyses or other documents concerning any market or submarket for Substitute Cardiovascular Drugs, including, without limitation, those analyses concerning the impact of a generic Cardizem® CD.

13. All documents concerning Biovail's actual or anticipated sales, revenues, royalties, or other payments or income from or based on Biovail's actual or planned generic version of Cardizem® CD.

14. All documents concerning Biovail's actual or anticipated prices or its policies or practices for setting, marketing or determining prices for Biovail's actual or planned generic version of Cardizem® CD.

15. All documents concerning any proposals or plans by Biovail with respect to the actual or anticipated commencement of commercial marketing of Biovail's generic version of Cardizem® CD.

16. All documents concerning communications with Sitrick and Company, or any principals, employees, or agents thereof, concerning Cardizem® CD or HMR or Andrx.

17. Any agreements ever operative between Biovail and Teva and/or any affiliated entities concerning in whole or in part Cardizem® CD or any generic version thereof.

18. All documents and communications concerning any agreements ever operative between Biovail and Teva and/or any affiliated entities concerning in whole or in part Cardizem® CD or any generic version thereof.

19. Any agreements ever operative between Biovail and Elan and/or any affiliated entities concerning in whole or in part Adalat or any generic version thereof.

20. All documents and communications concerning any agreements ever operative between Biovail and Elan and/or any affiliated entities concerning in whole or in part Adalat or any generic version thereof.

21. Any agreements ever operative between Biovail and Mylan and/or any affiliated entities concerning in whole or in part Verelan or any generic version thereof.

22. All documents and communications concerning any agreements ever operative between Biovail and Mylan and/or any affiliated entities concerning in whole or in part Verelan or any generic version thereof.

23. Any agreements ever operative between Biovail and Forest and/or any affiliated entities concerning Tiazac or any generic version thereof.

24. All documents and communications concerning any agreements ever operative between Biovail and Forest and/or any affiliated entities concerning Tiazac or any generic version thereof.

25. All documents concerning any agreement or arrangement, concerning which you are aware, involving an innovator or brand name pharmaceutical company, and a generic company, that marketed any form of:

(a) payment from the brand name company to the generic company; or

(b) licensing and/or royalty arrangements between the brand name company and the generic company.

26. All documents concerning any investigation by or on behalf of the FTC or any other governmental entity concerning Andrx and/or HMR.

Exhibit E

SUBPOENA AD TESTIFICANDUM

Issued Pursuant to Rule 3.34(c)(1), 16 C.F.R. § 3.34(c)(1) (1997)

1. TO

George Cary, Esq.
Cleary, Gottlieb, Steen & Hamilton
2000 Pennsylvania Avenue, N.W.
Suite 9000
Washington, D.C. 20005-2301

2. FROM

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

This subpoena requires you to appear and give testimony, at the date and time specified in Item 5; at the request of Counsel listed in Item 8, in the proceeding described in Item 6.

3. PLACE OF HEARING

King & Spalding
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006-4706

4. YOUR APPEARANCE WILL BE BEFORE

Respondent Andrx Corporation

5. DATE AND TIME OF HEARING OR DEPOSITION

June 19, 2000 at 10:00 a.m.

6. SUBJECT OF PROCEEDING

In the matter of Hoechst Marion Roussel, Inc., et al.

7. ADMINISTRATIVE LAW JUDGE

The Honorable D. Michael Chappell

Federal Trade Commission
Washington, D.C. 20580

8. COUNSEL REQUESTING SUBPOENA

Solomon, Zauderer, Ellenhorn,
Frischer & Sharp
45 Rockefeller Plaza
New York, New York 10111
Counsel for Respondent Andrx Corp.

DATE ISSUED

MAY 12 2000

SECRETARY'S SIGNATURE

Donald S. Clark

GENERAL INSTRUCTIONS

APPEARANCE

The delivery of this subpoena to you by any method prescribed by the Commission's Rules of Practice is legal service and may subject you to a penalty imposed by law for failure to comply.

MOTION TO LIMIT OR QUASH

The Commission's Rules of Practice require that any motion to limit or quash this subpoena be filed within the earlier of 10 days after service or the time for compliance. The original and ten copies of the petition must be filed with the Secretary of the Federal Trade Commission, accompanied by an affidavit of service of the document upon counsel listed in Item 8, and upon all other parties prescribed by the Rules of Practice.

TRAVEL EXPENSES

The Commission's Rules of Practice require that fees and mileage be paid by the party that requested your appearance. You should present your claim to Counsel listed in Item 8 for payment. If you are permanently or temporarily living somewhere other than the address on this subpoena and it would require excessive travel for you to appear, you must get prior approval from Counsel listed in Item 8.

This subpoena does not require approval by OMB under the Paperwork Reduction Act of 1980.

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. As used here, the term "Biovail" shall refer to Biovail International Corporation, and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants (including public relations consultants and Anne George, John Grimaldi, Michael Sitrick, Steven Seiler or Sitrick and Company), controlling shareholders (and any entity controlled by any such controlling shareholder), attorneys or law firms, or other persons acting for or on behalf of any of them.

2. As used herein, the term "Andrx" shall refer to Andrx Pharmaceuticals, Inc. and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

3. As used herein, the term "HMR" shall mean Hoeschst Marion Roussel and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

4. As used herein, the term "Proskauer" shall refer to Proskauer Rose LLP, including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

5. As used herein, the term "Cleary" shall refer to Cleary, Gottlieb, Steen & Hamilton including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

6. As used herein, the term "Keller and Heckman" shall refer to Keller and Heckman LLP, including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

7. As used herein, the term "Verner, Liipfert," shall refer to Verner, Liipfert, Bernhard, Mcpherson and Hand, Chartered, including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

8. As used herein, the term "Teva" shall refer to Teva Pharmaceutical Industries, Ltd. and each of its predecessors, successors, groups, divisions, subsidiaries (including without limitation Teva Pharmaceuticals USA) and affiliates and each of their present or former officers, directors, employees, agents, consultants, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

9. As used herein, the term "Elan" shall refer to Elan Corporation, plc and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

10. As used herein, the term "Mylan" shall refer to Mylan Laboratories, Inc. and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants,

controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

11. As used herein, the term "Forest" shall refer to Forest Laboratories, Inc. and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

12. As used herein, the term "Direct Purchaser" shall refer to a purchaser who buys Cardizem® CD directly from HMR.

13. As used herein, the term "Indirect Purchaser" shall refer to a purchaser who buys Cardizem® CD from a source other then HMR, whether a wholesaler, retailer or some other source.

14. As used herein, the term "Substitute Cardiovascular Drug" shall mean any branded and/or generic drug which you understand some persons use or may use as a substitute in whole or in part for, or in lieu of, Cardizem® CD, including but not limited to therapeutic class.

15. As used herein, the term "person" shall mean any natural person, firm, partnership, corporation, incorporated association, organization, joint venture, cooperative, governmental body or other form of legal entity.

16. The word "document" or "documents" as used herein includes, without limitation, writings and printed matter of every kind and description, correspondence, memoranda, agreements, contracts, photographs, drawings, notes, records (tape, disc or other) or any communication, statements, invoices, purchase orders, records of hearings, reports of decisions of state or federal governmental agencies, telegrams, summaries or

records of telephone conversations, summaries of records of personal interviews, diaries, graphs, reports, notebooks, note charts, plans, sketches, maps, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations opinions or reports of consultants, motion picture film, brochures, pamphlets, advertisements circulars, press releases, drafts marginal comments appearing on any document, microfilm, microfiche, computer printouts, programs, tapes, cassettes, disks, magnetic drums, and punch cards, all data stored in computer banks, all nonidentical copies of any item listed above and all other writings of any kind.

17. The word "communication" or "communications" as used herein means any effort to convey information, whether written or oral, recorded or unrecorded, including, but not limited to: (a) speeches and lectures, (b) statements, (c) monologues, (d) dialogues, (e) telephone conversations and conferences, (f) discussions, (g) conferences, (h) debates, (i) arguments, (j) discourses, (k) interviews, (l) conversations, (m) consultations, and (n) information conveyed through documents.

18. As used herein, the term "concerning" means related to, referring to, describing, evidencing or constituting.

19. Unless otherwise stated, each paragraph or subparagraph herein shall be construed independently and without reference to any other paragraph or subparagraph for purpose of limitation.

20. If it is claimed that any document responsive to any request is privileged, work product or otherwise protected from disclosure, identify such information by its subject matter and state the nature and basis for any such claim of privilege, work product or other ground for nondisclosure. As to any such document, state: (a) the reason for withholding it or other information relating to it; (b) the author of the documents;

(c) each individual to whom the original or a copy of the document was sent; (d) the date of the documents or oral communication; (e) the general subject matter of the document; and (f) any additional information on which you base your claims of privilege. Any part of an answer to which you do not claim privilege or work product should be given in full.

21. Unless otherwise stated, the use of a verb in any tense shall be construed as the use of the verb in all other tenses as necessary to bring within the scope of the document requests that which might otherwise be construed outside its scope.

22. As used herein, the singular includes the plural and vice versa; the words "and" and "or" shall be both conjunctive and disjunctive; the word "all" means "any and all"; the word "any" means "any and all"; the word "including" means "including without limitation"; the word "he" or any other masculine pronoun includes any individual regardless of sex.

23. In the event that any document required to be identified or produced has been destroyed, lost, discarded or otherwise disposed of, any such document is to be identified as completely as possible, including, without limitation, the following information: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal and person disposing of the document.

24. Unless otherwise indicated, the time period covered by these interrogatories and document requests is from January 1, 1995 to date.

25. Whenever a document request, in whole or in part, calls for documents already supplied by Biovail in answer to a similar document request served in this action, you need not repeat information already supplied, provided that you clearly indicate in your answer to the document request (a) the portion of the document request for which the information called for has already been supplied by Biovail, and (b) the specific

document request (or subpart thereof) in answer to which Biovail has already supplied the requested documents.

SPECIFIC REQUESTS FOR DOCUMENTS

1. All documents Biovail produced in the action captioned Biovail Corporation International v. Hoechst Aktiengesselschaft, et al., N.J. No. 98-1434 (MTB)(SRC).

2. All documents concerning regulatory approval, or the absence thereof, from any governmental agency, department or organization in the United States, Canada or elsewhere, including any employee, agent or representative thereof, in connection with Biovail manufacturing, developing, producing, licensing, marketing or selling any Substitute Cardiovascular Drug or diltiazem, including but not limited to any New Drug Application (NDA) or Abbreviated NDA (ANDA).

3. All documents concerning any communications between Biovail and any Direct Purchaser or Indirect Purchaser of Cardizem® CD, concerning (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

4. All documents concerning any communications between Biovail and any potential manufacturer of a generic version of Cardizem® CD, including but not limited to Faulding Inc., concerning (i) HMR; (ii) Cardizem® CD; (iii) Andrx; and/or (iv) Cartia XT.

5. All documents concerning any communications between, on the one hand, Biovail (including its attorneys, public relations contractors (Anne George, John Grimaldi, Michael Sitrick, Steven Seiler, or Sitrick and Company) or other representatives and, on the other hand, any law firm, including but not limited to Lowey, Dannenberg, Benporad & Selinger, P.C., Berman, Devaleno, Pease & Tabacco, Boies & Schiller,

LLP, Niewald, Waldeck & Brown, P.C., Aronovitz & Associates, P.A., Garwin, Bronzaft, Gerstein & Fisher, L.L.P., Calvin, Richardson & Verner, concerning (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

6. All documents concerning any purported agreement(s) between Andrx and HMR, including, but not limited to, any documents concerning the negotiation, execution, and/or modification of any such agreement(s).

7. All documents concerning Andrx's generic version of Cardizem® CD (Cartia XT).

8. All documents concerning any business relationship or proposed business relationship between Biovail and HMR.

9. All documents concerning meetings of the Board of Management, Board of Directors, or Managing Directors of Biovail at which any of the following subjects were raised, discussed or included on the agenda: (i) Cardizem® CD; (ii) potential, actual or past competition for Cardizem® CD in North America or Canada; (iii) Andrx; and (iv) litigation or governmental investigation concerning generic competition for Substitute Cardiovascular Drugs.

10. All communications between Biovail and the FTC concerning: (i) HMR; (ii) Andrx; (iii) any purported agreements between HMR and Andrx; (iv) Cardizem® CD; (v) Andrx's generic version of Cardizem® CD or any other generic version of Cardizem® CD; (vi) the market for Cardizem® CD; or (vii) the 100-day exclusivity period or the Mova decision.

11. All documents constituting communications between Proskauer, Cleary (including George Cary), Keller and Heckman, and Verner, Liipfert (or anyone at

those respective law firms) and any other party, including, without limitation, the FTC or FDA, with respect to (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

12. All studies, market analyses or other documents concerning any market or submarket for Substitute Cardiovascular Drugs, including, without limitation, those analyses concerning the impact of a generic Cardizem® CD.

13. All documents concerning Biovail's actual or anticipated sales, revenues, royalties, or other payments or income from or based on Biovail's actual or planned generic version of Cardizem® CD.

14. All documents concerning Biovail's actual or anticipated prices or its policies or practices for setting, marketing or determining prices for Biovail's actual or planned generic version of Cardizem® CD.

15. All documents concerning any proposals or plans by Biovail with respect to the actual or anticipated commencement of commercial marketing of Biovail's generic version of Cardizem® CD.

16. All documents concerning communications with Sitrick and Company, or any principals, employees, or agents thereof, concerning Cardizem® CD or HMR or Andrx.

17. Any agreements ever operative between Biovail and Teva and/or any affiliated entities concerning in whole or in part Cardizem® CD or any generic version thereof.

18. All documents and communications concerning any agreements ever operative between Biovail and Teva and/or any affiliated entities concerning in whole or in part Cardizem® CD or any generic version thereof.

19. Any agreements ever operative between Biovail and Elan and/or any affiliated entities concerning in whole or in part Adalat or any generic version thereof.

20. All documents and communications concerning any agreements ever operative between Biovail and Elan and/or any affiliated entities concerning in whole or in part Adalat or any generic version thereof.

21. Any agreements ever operative between Biovail and Mylan and/or any affiliated entities concerning in whole or in part Verelan or any generic version thereof.

22. All documents and communications concerning any agreements ever operative between Biovail and Mylan and/or any affiliated entities concerning in whole or in part Verelan or any generic version thereof.

23. Any agreements ever operative between Biovail and Forest and/or any affiliated entities concerning Tiazac or any generic version thereof.

24. All documents and communications concerning any agreements ever operative between Biovail and Forest and/or any affiliated entities concerning Tiazac or any generic version thereof.

25. All documents concerning any agreement or arrangement, concerning which you are aware, involving an innovator or brand name pharmaceutical company, and a generic company, that marketed any form of:

(a) payment from the brand name company to the generic company; or

(b) licensing and/or royalty arrangements between the brand name company and the generic company.

26. All documents concerning any investigation by or on behalf of the FTC or any other governmental entity concerning Andrx and/or HMR.

Exhibit F

SUBPOENA DUCES TECUM

Issued Pursuant to Rule 3.34(b), 16 C.F.R. § 3.34(b)(1997)

1. TO
Steven J. Kaiser, Esq.
Cleary, Gottlieb, Steen & Hamilton
2000 Pennsylvania Avenue, N.W.
Suite 9000
Washington, D.C. 20005-2301

2. FROM
UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

This subpoena requires you to produce and permit inspection and copying of designated books, documents (as defined in Rule 3.34(b)), or tangible things - or to permit inspection of premises - at the date and time specified in Item 5, at the request of Counsel listed in Item 9, in the proceeding described in Item 6.

3. PLACE OF PRODUCTION OR INSPECTION
King & Spalding
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006-4706

4. MATERIAL WILL BE PRODUCED TO
Respondent Andrx Corporation

5. DATE AND TIME OF PRODUCTION OR INSPECTION
June 23, 2000 at 10:00 a.m.

6. SUBJECT OF PROCEEDING

In the matter of Hoechst Marion Roussel, Inc., et al.

7. MATERIAL TO BE PRODUCED

See Exhibit A

8. ADMINISTRATIVE LAW JUDGE

The Honorable D. Michael Chappell

Federal Trade Commission
Washington, D.C. 20580

9. COUNSEL REQUESTING SUBPOENA
Solomon, Zauderer, Ellenhorn,
Frischer & Sharp
45 Rockefeller Plaza
New York, New York 10111
Counsel for Respondent Andrx Corp.

DATE ISSUED
MAY 12 2000

SECRETARY'S SIGNATURE
Donald S. Clark

GENERAL INSTRUCTIONS

APPEARANCE

The delivery of this subpoena to you by any method prescribed by the Commission's Rules of Practice is legal service and may subject you to a penalty imposed by law for failure to comply.

MOTION TO LIMIT OR QUASH

The Commission's Rules of Practice require that any motion to limit or quash this subpoena be filed within the earlier of 10 days after service or the time for compliance. The original and ten copies of the petition must be filed with the Secretary of the Federal Trade Commission, accompanied by an affidavit of service of the document upon counsel listed in Item 9, and upon all other parties prescribed by the Rules of Practice.

TRAVEL EXPENSES

The Commission's Rules of Practice require that fees and mileage be paid by the party that requested your appearance. You should present your claim to counsel listed in Item 9 for payment. If you are permanently or temporarily living somewhere other than the address on this subpoena and it would require excessive travel for you to appear, you must get prior approval from counsel listed in Item 9.

This subpoena does not require approval by OMB under the Paperwork Reduction Act of 1980.

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. As used here, the term "Biovail" shall refer to Biovail International Corporation, and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants (including public relations consultants and Anne George, John Grimaldi, Michael Sitrick, Steven Seiler or Sitrick and Company), controlling shareholders (and any entity controlled by any such controlling shareholder), attorneys or law firms, or other persons acting for or on behalf of any of them.

2. As used herein, the term "Andrx" shall refer to Andrx Pharmaceuticals, Inc. and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

3. As used herein, the term "HMR" shall mean Hoeschst Marion Roussel and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

4. As used herein, the term "Proskauer" shall refer to Proskauer Rose LLP, including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

5. As used herein, the term "Cleary" shall refer to Cleary, Gottlieb, Steen & Hamilton including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

6. As used herein, the term "Keller and Heckman" shall refer to Keller and Heckman LLP, including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

7. As used herein, the term "Verner, Liipfert," shall refer to Verner, Liipfert, Bernhard, Mcpherson and Hand, Chartered, including its partners, employees, agents, consultants or other person action for or on behalf of any of them.

8. As used herein, the term "Teva" shall refer to Teva Pharmaceutical Industries, Ltd. and each of its predecessors, successors, groups, divisions, subsidiaries (including without limitation Teva Pharmaceuticals USA) and affiliates and each of their present or former officers, directors, employees, agents, consultants, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

9. As used herein, the term "Elan" shall refer to Elan Corporation, plc and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

10. As used herein, the term "Mylan" shall refer to Mylan Laboratories, Inc. and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants,

controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

11. As used herein, the term "Forest" shall refer to Forest Laboratories, Inc. and each of its predecessors, successors, groups, divisions, subsidiaries and affiliates and each of their present or former officers, directors, employees, agents, consultants, controlling shareholders (and any entity controlled by any such controlling shareholder) or other person acting for or on behalf of any of them.

12. As used herein, the term "Direct Purchaser" shall refer to a purchaser who buys Cardizem® CD directly from HMR.

13. As used herein, the term "Indirect Purchaser" shall refer to a purchaser who buys Cardizem® CD from a source other then HMR, whether a wholesaler, retailer or some other source.

14. As used herein, the term "Substitute Cardiovascular Drug" shall mean any branded and/or generic drug which you understand some persons use or may use as a substitute in whole or in part for, or in lieu of, Cardizem® CD, including but not limited to therapeutic class.

15. As used herein, the term "person" shall mean any natural person, firm, partnership, corporation, incorporated association, organization, joint venture, cooperative, governmental body or other form of legal entity.

16. The word "document" or "documents" as used herein includes, without limitation, writings and printed matter of every kind and description, correspondence, memoranda, agreements, contracts, photographs, drawings, notes, records (tape, disc or other) or any communication, statements, invoices, purchase orders, records of hearings, reports of decisions of state or federal governmental agencies, telegrams, summaries or

records of telephone conversations, summaries of records of personal interviews, diaries, graphs, reports, notebooks, note charts, plans, sketches, maps, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations opinions or reports of consultants, motion picture film, brochures, pamphlets, advertisements circulars, press releases, drafts marginal comments appearing on any document, microfilm, microfiche, computer printouts, programs, tapes, cassettes, disks, magnetic drums, and punch cards, all data stored in computer banks, all nonidentical copies of any item listed above and all other writings of any kind.

17. The word "communication" or "communications" as used herein means any effort to convey information, whether written or oral, recorded or unrecorded, including, but not limited to: (a) speeches and lectures, (b) statements, (c) monologues, (d) dialogues, (e) telephone conversations and conferences, (f) discussions, (g) conferences, (h) debates, (i) arguments, (j) discourses, (k) interviews, (l) conversations, (m) consultations, and (n) information conveyed through documents.

18. As used herein, the term "concerning" means related to, referring to, describing, evidencing or constituting.

19. Unless otherwise stated, each paragraph or subparagraph herein shall be construed independently and without reference to any other paragraph or subparagraph for purpose of limitation.

20. If it is claimed that any document responsive to any request is privileged, work product or otherwise protected from disclosure, identify such information by its subject matter and state the nature and basis for any such claim of privilege, work product or other ground for nondisclosure. As to any such document, state: (a) the reason for withholding it or other information relating to it; (b) the author of the documents;

(c) each individual to whom the original or a copy of the document was sent; (d) the date of the documents or oral communication; (e) the general subject matter of the document; and (f) any additional information on which you base your claims of privilege. Any part of an answer to which you do not claim privilege or work product should be given in full.

21. Unless otherwise stated, the use of a verb in any tense shall be construed as the use of the verb in all other tenses as necessary to bring within the scope of the document requests that which might otherwise be construed outside its scope.

22. As used herein, the singular includes the plural and vice versa; the words "and" and "or" shall be both conjunctive and disjunctive; the word "all" means "any and all"; the word "any" means "any and all"; the word "including" means "including without limitation"; the word "he" or any other masculine pronoun includes any individual regardless of sex.

23. In the event that any document required to be identified or produced has been destroyed, lost, discarded or otherwise disposed of, any such document is to be identified as completely as possible, including, without limitation, the following information: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal and person disposing of the document.

24. Unless otherwise indicated, the time period covered by these interrogatories and document requests is from January 1, 1995 to date.

25. Whenever a document request, in whole or in part, calls for documents already supplied by Biovail in answer to a similar document request served in this action, you need not repeat information already supplied, provided that you clearly indicate in your answer to the document request (a) the portion of the document request for which the information called for has already been supplied by Biovail, and (b) the specific

document request (or subpart thereof) in answer to which Biovail has already supplied the requested documents.

SPECIFIC REQUESTS FOR DOCUMENTS

1. All documents Biovail produced in the action captioned Biovail Corporation International v. Hoechst Aktiengesselschaft, et al., N.J. No. 98-1434 (MTB)(SRC).

2. All documents concerning regulatory approval, or the absence thereof, from any governmental agency, department or organization in the United States, Canada or elsewhere, including any employee, agent or representative thereof, in connection with Biovail manufacturing, developing, producing, licensing, marketing or selling any Substitute Cardiovascular Drug or diltiazem, including but not limited to any New Drug Application (NDA) or Abbreviated NDA (ANDA).

3. All documents concerning any communications between Biovail and any Direct Purchaser or Indirect Purchaser of Cardizem® CD, concerning (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

4. All documents concerning any communications between Biovail and any potential manufacturer of a generic version of Cardizem® CD, including but not limited to Faulding Inc., concerning (i) HMR; (ii) Cardizem® CD; (iii) Andrx; and/or (iv) Cartia XT.

5. All documents concerning any communications between, on the one hand, Biovail (including its attorneys, public relations contractors (Anne George, John Grimaldi, Michael Sitrick, Steven Seiler, or Sitrick and Company) or other representatives and, on the other hand, any law firm, including but not limited to Lowey, Dannenberg, Benporad & Selinger, P.C., Berman, Devaleno, Pease & Tabacco, Boies & Schiller,

LLP, Niewald, Waldeck & Brown, P.C., Aronovitz & Associates, P.A., Garwin, Bronzaft, Gerstein & Fisher, L.L.P., Calvin, Richardson & Verner, concerning (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

6. All documents concerning any purported agreement(s) between Andrx and HMR, including, but not limited to, any documents concerning the negotiation, execution, and/or modification of any such agreement(s).

7. All documents concerning Andrx's generic version of Cardizem® CD (Cartia XT).

8. All documents concerning any business relationship or proposed business relationship between Biovail and HMR.

9. All documents concerning meetings of the Board of Management, Board of Directors, or Managing Directors of Biovail at which any of the following subjects were raised, discussed or included on the agenda: (i) Cardizem® CD; (ii) potential, actual or past competition for Cardizem® CD in North America or Canada; (iii) Andrx; and (iv) litigation or governmental investigation concerning generic competition for Substitute Cardiovascular Drugs.

10. All communications between Biovail and the FTC concerning: (i) HMR; (ii) Andrx; (iii) any purported agreements between HMR and Andrx; (iv) Cardizem® CD; (v) Andrx's generic version of Cardizem® CD or any other generic version of Cardizem® CD; (vi) the market for Cardizem® CD; or (vii) the 100-day exclusivity period or the Mova decision.

11. All documents constituting communications between Proskauer, Cleary (including George Cary and Steven J. Kaiser), Keller and Heckman, and Verner, Liipfert (or anyone at those respective law firms) and any other party, including, without

limitation, the FTC or FDA, with respect to (i) HMR; (ii) Andrx; (iii) Cardizem® CD; and/or (iv) Cartia XT.

12. All studies, market analyses or other documents concerning any market or submarket for Substitute Cardiovascular Drugs, including, without limitation, those analyses concerning the impact of a generic Cardizem® CD.

13. All documents concerning Biovail's actual or anticipated sales, revenues, royalties, or other payments or income from or based on Biovail's actual or planned generic version of Cardizem® CD.

14. All documents concerning Biovail's actual or anticipated prices or its policies or practices for setting, marketing or determining prices for Biovail's actual or planned generic version of Cardizem® CD.

15. All documents concerning any proposals or plans by Biovail with respect to the actual or anticipated commencement of commercial marketing of Biovail's generic version of Cardizem® CD.

16. All documents concerning communications with Sitrick and Company, or any principals, employees, or agents thereof, concerning Cardizem® CD or HMR or Andrx.

17. Any agreements ever operative between Biovail and Teva and/or any affiliated entities concerning in whole or in part Cardizem® CD or any generic version thereof.

18. All documents and communications concerning any agreements ever operative between Biovail and Teva and/or any affiliated entities concerning in whole or in part Cardizem® CD or any generic version thereof.

19. Any agreements ever operative between Biovail and Elan and or any affiliated entities concerning in whole or in part Adalat or any generic version thereof.

20. All documents and communications concerning any agreements ever operative between Biovail and Elan and/or any affiliated entities concerning in whole or in part Adalat or any generic version thereof.

21. Any agreements ever operative between Biovail and Mylan and/or any affiliated entities concerning in whole or in part Verelan or any generic version thereof.

22. All documents and communications concerning any agreements ever operative between Biovail and Mylan and/or any affiliated entities concerning in whole or in part Verelan or any generic version thereof.

23. Any agreements ever operative between Biovail and Forest and/or any affiliated entities concerning Tiazac or any generic version thereof.

24. All documents and communications concerning any agreements ever operative between Biovail and Forest and/or any affiliated entities concerning Tiazac or any generic version thereof.

25. All documents concerning any agreement or arrangement, concerning which you are aware, involving an innovator or brand name pharmaceutical company, and a generic company, that marketed any form of:

(a) payment from the brand name company to the generic company; or

(b) licensing and/or royalty arrangements between the brand name company and the generic company.

26. All documents concerning any investigation by or on behalf of the FTC or any other governmental entity concerning Andrx and/or HMR.