

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

GENENTECH, INC. and CITY OF HOPE)	
)	C. A. No.: 18-924-CFC
Plaintiffs,)	
)	
v.)	
)	
AMGEN INC.)	
)	
Defendant.)	

[PROPOSED] ORDER

AND NOW, this _____ day of _____, 2019, having considered Amgen Inc.’s discovery dispute letter in C.A. No. 18-924 seeking to compel production of certain licensing and settlement agreements, related documents, and Rule 30(b)(6) testimony related thereto (D.I. 191) (the “Motion to Compel”) and the responses thereto, and having held a discovery conference on May 16, 2019 regarding the same;

IT IS HEREBY ORDERED that Amgen’s Motion to Compel is GRANTED-IN-PART AND DENIED-IN-PART WITHOUT PREJUDICE. Genentech, Inc. (“Genentech”) shall produce licensing and/or settlement agreements resolving the following actions:

- a. *Genentech, Inc., et al. v. Pfizer, Inc.*, C.A. No. 17-1672-CFC (D. Del);
- b. *Genentech, Inc., et al. v. Celltrion, Inc. et al.*, C.A. No. 18-0095-CFC (D. Del.);
- c. *Genentech, Inc., et al. v. Celltrion, Inc. et al.*, C.A. No. 18-1025-CFC (D. Del.);
- d. *Mylan Pharmaceuticals Inc. v. Genentech, Inc.*, IPR 2016-01693; and
- e. *Mylan Pharmaceuticals Inc. v. Genentech, Inc.*, IPR 2016-01694.

While Genentech may redact the agreed-upon launch dates and confidential terms that are not relevant to the consideration for the licenses, Genentech may not redact any other terms of the licensing and/or settlement agreements that have any relevance to the value placed upon any of the patents implicated therein, including but not limited to royalties, lump sum payments, or any other consideration identified in the agreements. *See* Hearing Tr. (May 16, 2019) at 67-77.

The Motion to Compel with respect to Amgen's Inc.'s Request for Production Nos. 27, 31, 32, and 65 and Rule 30(b)(6) Topic Nos. 29 and 30 is DENIED WITHOUT PREJUDICE.

United States District Judge