

1 UNITED STATES PATENT AND TRADEMARK OFFICE
2
3 BEFORE THE PATENT TRIAL AND APPEAL BOARD
4
5 MYLAN PHARMACEUTICALS INC., CELLTRION, INC., and
6 APOTEX, INC.,

7 Petitioners,

8 - vs. -

9 REGENERON PHARMACEUTICALS, INC.,

10 Patent Owner.

11 Case IPR2021-00881
12 Patent No. 9,254,338 B2

13
14 Wednesday, May 4, 2022
15

16 The videotaped Deposition of RICHARD
17 MANNING, PH.D., taken at the Law Offices of
18 Arnold & Porter Kaye Scholer LLP, 601
19 Massachusetts Avenue NW, Washington, DC,
20 beginning at 9:46 a.m., Eastern Standard Time,
21 before Ryan K. Black, a Registered Professional
22 Reporter, Certified Livenote Reporter and Notary
23 Public in and for the District of Columbia.
24

25 PORTIONS OF TRANSCRIPT DESIGNATED CONFIDENTIAL

Page 2 1 APPEARANCES: 2 3 RAKOCZY MOLINO MAZZOCHI SIWIK LLP 4 BY: DEANNE M. MAZZOCHI, ESQ - Via Zoom 5 JEFF MARX, ESQUIRE 6 6 West Hubbard Street 7 Suite 500 8 Chicago, Illinois 60654 9 312 527 2157 10 Dmazzochi@rmmslegal.com 11 jmarx@rmmslegal.com 12 13 Representing - Petitioners 14 15 16 ARNOLD & PORTER KAYE SCHOLER, LLP 17 BY: DAVID CAINE, ESQUIRE 18 3000 El Camino Real 19 Five Palo Alto Square 20 suite 500 21 Palo Alto, California 94306 22 650 319 4500 23 david.caine@arnoldporter.com 24 - and - 25 ARNOLD & PORTER KAYE SCHOLER, LLP BY: MATTHEW M. WILK, ESQUIRE 250 West 55th Street New York, New York 10019 212 836 8000 matthew.wilk@arnoldporter.com Representing - Patent Owner ALSO PRESENT: James Evans - Regeneron Eileen Wu - Regeneron - Via Zoom Vinny Lee - Mylan Solomon Francis - Legal Videographer	Page 4 1 INDEX (Cont'd) 2 EXHIBIT DESCRIPTION PAGE 3 Manning 4 a document titled "Aetna Insurance 4 Clinical Policy Bulletin date last 5 review February 18th, 2022, titled 6 "Vascular Endothelial Growth Factor 7 Inhibitors for Ocular 8 Indications".....197 9 Manning 5 complaint in Merck v. Teva 395 F3rd 10 1364 Fed Circuit 2005.....209 11 Manning 6 the current Eylea labeling.....219 12 Manning 7 hyperlink in the Eylea labeling..219 13 Manning 8 Article dated 9/20 Which Anti-VEGF 14 Do I Choose as First-Line 15 Therapy.....262 16 Manning 9 a document American Society of 17 Retina Specialists Preferences and 18 Trends, AKA PAT Survey, of 2013..270 19 Manning 10 the 2017 ASRS PAT Survey.....277 20 PREVIOUSLY MARKED EXHIBITS 21 EXHIBIT PAGE 22 2052.....8 23 2051.....17 24 1001.....30 25 2136.....37
Page 3 1 INDEX 2 TESTIMONY OF: RICHARD MANNING, PH.D PAGE 3 By Ms. Mazzochi.....8, 290 4 By Mr. Caine.....287 5 6 EXHIBITS 7 EXHIBIT DESCRIPTION PAGE 8 Manning 1 a document titled L36962 Medicare 9 Part A/B local coverage 10 determination (LCD) comments 11 summary, for First Coast 12 Service Options, Inc.....130 13 Manning 2 United States versus Regeneron 14 Complaint, Civil Action No. 15 20-11217, filed June 24, 2020....145 16 Manning 3 a document titled Horizon Healthcare 17 Services, Inc., et al., versus 18 Regeneron Pharmaceuticals, Inc., 19 Defendant, filed April 4th, 20 2020.....185 21 22 23 24 25	Page 5 1 INDEX (Cont'd) 2 EXHIBIT PAGE 3 2150.....43 4 2149.....54 5 2138.....66 6 2197.....89 7 2278.....109 8 Do 4.....124 9 2186.....215 10 2189.....218 11 1024.....222 12 2019.....234 13 2196.....249 14 15 16 17 18 19 20 21 22 23 24 25

2 (Pages 2 - 5)

Page 6 1 THE VIDEOGRAPHER: Good morning. We're 2 going on the record at 9:46 a.m. on May 4th, 3 2022. 4 Please note that the microphones are 5 sensitive and may pick up whispering, private 6 conversations and cellular interference. Please 7 mute all phones at this time. Audio and video 8 recording will continue to take place unless all 9 parties agree to go off the record. This is 10 Media Unit Number 1 of the video-recorded 11 deposition of Dr. Richard Manning, taken in 12 the matter of Mylan Pharmaceuticals, Inc., 13 petitioners, and Regeneron Pharmaceuticals, Inc., 14 patent owner, filed in the United States Patent 15 and Trademark Office before the Patent and Trial 16 Appeal Board. Case Number IPR2021-00880 and 17 IPR2021-00881. 18 This deposition is being held at Arnold 19 & Porter Kaye Scholer, as well as remotely. My 20 name is Solomon Francis, with Veritext Legal 21 Solutions, and I'm the videographer. Our court 22 reporter today is Ryan Black, with Veritext Legal 23 Solutions. 24 At this time will counsel please state 25 their appearances and affiliations for the	Page 8 1 or affirmed, was examined and testified 2 as follows: 3 * * * 4 THE REPORTER: Thank you. 5 THE VIDEOGRAPHER: Please proceed, 6 Counsel. 7 EXAMINATION 8 BY MS. MAZZOCHI: 9 Q. Thank you, Dr. Manning. Could you 10 please state your full name and address for the 11 record? 12 A. Richard L. Manning, 1007 Cottage Street 13 Southwest, in Vienna, Virginia 22180. 14 Q. And, Dr. Manning, you've been deposed 15 several times before. Yes? 16 A. Yes. 17 Q. Dr. Manning, let's get straight to it, 18 and I'd like you to take a look at a document 19 that's been marked in this case as Exhibit 2052. 20 And I'd like you to confirm that this is your 21 declaration submitted in this case. 22 (Previously marked Exhibit No. 2052 was 23 introduced.) 24 MS. MAZZOCHI: And so while Mr. Manning 25 -- or Dr. Manning is reviewing, I'll just note
Page 7 1 record. 2 MS. MAZZOCHI: Good morning. My name is 3 Deanne Mazzochi, from the law firm Rakoczy Molino 4 Mazzochi Siwik LLP. Also with me is Jeff Marx. 5 And I will be questioning the witness today on 6 behalf of the petitioners. 7 MR. CAINE: Good morning. David Caine, 8 with Arnold & Porter, on behalf of the patent 9 owner. With me today are Matthew Wilk, with 10 Arnold & Porter, and James Evans and Eileen Wu, 11 who's on the video conference from Regeneron. 12 Let me just note for the record I 13 believe that Dr. Manning has submitted a 14 declaration only in the '881 IPR proceeding. 15 MR. MARX: Oh, Ms. Mazzochi already 16 introduced myself. I'm Jeff Marx, on behalf of 17 the petitioners, from Rakoczy Molino Mazzochi 18 Siwik. 19 THE VIDEOGRAPHER: At this time will the 20 court reporter please swear in the witness and we 21 can proceed. 22 * * * 23 Whereupon -- 24 RICHARD L. MANNING, PH.D., 25 called to testify, having been first duly sworn	Page 9 1 for the record we plan on marking any new 2 exhibits to the deposition as Manning Exhibit 3 with the exhibit number. Any previously marked 4 exhibits that have already been submitted in this 5 proceeding will use their existing exhibit 6 numbers. 7 Thank you. 8 BY MS. MAZZOCHI: 9 Q. All right. So, Dr. Manning, can you 10 confirm that Exhibit 2052 is your expert 11 declaration for this proceeding? 12 A. It does appear to be, yes. 13 Q. All right. If we could take a little 14 look at some of your background information. If 15 you could turn to Page 1 of your report, which is 16 at Page 007 of 289, and I believe it's Paragraph 17 3. Let me know when you're there. 18 THE REPORTER: Can we turn the volume up 19 on this? 20 THE WITNESS: I'm sorry. Paragraph 3? 21 MS. MAZZOCHI: Yep. 22 THE WITNESS: Okay. I'm there. 23 BY MS. MAZZOCHI: 24 Q. All right. It states that your career 25 included serving as -- at multinational

3 (Pages 6 - 9)

Page 10 1 pharmaceutical companies including Merck and 2 Pfizer. Yes? 3 A. That's correct. 4 Q. All right. Did either of those years of 5 your career involve ophthalmic drugs or devices? 6 A. Not specifically, no. I mean -- 7 Q. Okay. When you were at -- 8 A. -- I didn't work -- 9 Q. When you were -- 10 A. Sorry. 11 Q. Sorry. 12 When you were at Merck or Pfizer, did 13 you work on any drugs targeting the retina? 14 A. Not that I recall, no. 15 Q. And let's talk about your time at Pfizer 16 that concluded in 2009. Where did you start at 17 Pfizer? Was it within Pfizer proper or a company 18 that was acquired into Pfizer? 19 A. I was hired into Pfizer from academics, 20 so I came into Pfizer directly from the outside. 21 Q. And when you were at Pfizer, what drug 22 compounds did you do work on? 23 A. Well, my role at Pfizer was not 24 typically product-specific. I mean, I would get 25 involved in questions that touched on specific	Page 12 1 have been contemplated; questions about payment 2 policies; questions about financing for 3 healthcare. 4 I could go on. I think I've summarized 5 those in my report, though, and I guess I 6 would -- 7 Q. So was your role -- yeah. So just so I 8 have a sense, was your role more of a public 9 policy-type role where you were trying to drive 10 and influence policy or were -- well, I'll just 11 stop with that. 12 A. My -- I was in the corporate strategic 13 planning and policy department or division. 14 That was a small division at the corporate center 15 where we would not directly affect policy, but 16 analyze the environment, which included the 17 policy environment, but also included the payor 18 environment or the business environment as it was 19 evolving. So I was not a lobbyist. Although I 20 would work on occasion with the Washington 21 office, that was not my primary responsibility. 22 Q. Okay. Were -- did you ever do any con 23 -- any analyses in connection with off-label use 24 promotions of any Pfizer drugs, or off-label 25 promotions, in general?
Page 11 1 drugs from time to time, but I was not on a 2 product team. I was a -- an economist at the 3 corporate -- in the corporate center, so my 4 responsibilities weren't very often or weren't 5 typically tied to a specific product issue. 6 Q. Then what exactly were you doing at 7 Pfizer? 8 A. I was, as I said, an economist in the 9 corporate center. I worked on a variety of 10 issues where, as it describes in my report, I led 11 economic analysis to shape the practices relating 12 to emerging business concerns. I would provide 13 input to senior executives on a variety of 14 business or -- or other external challenges that 15 were facing the company. I would interface with 16 outside academic economists and others who were 17 evaluating the economic situation that the 18 company and the industry faced; things associated 19 with intellectual property challenges, for 20 example, threats to intellectual property, in -- 21 in the U.S. and abroad; questions about price 22 controls or questions about, both internationally 23 and domestically, the prospect of them; questions 24 about how marketing might be affected by either 25 regulatory or legislative actions that might	Page 13 1 A. Well, I guess I'm hanging up on the 2 question of "analysis." I mean, certainly, 3 off-label utilization was something that we 4 talked about or I -- I had work about. But I 5 wouldn't -- unless you were more specific about 6 the question, I don't know that I could really 7 give you an answer. 8 Q. Okay. Well, during your time at Pfizer, 9 was that at around the time when there was a huge 10 criminal complaint filed with Pfizer, as well as 11 a large civil settlement, in connection with 12 off-label promotions? 13 A. There was a -- I don't remember the 14 exact timing of it, and I was not directly 15 involved in it -- that, but I do remember there 16 being a large settlement in a case like that, 17 yes. I don't remember the exact timing of it. 18 Q. Did you do any economic analyses 19 in connection with what was ultimately the 20 settlement that Pfizer did with the federal 21 government? 22 A. No. 23 Q. Were you involved in any efforts to try 24 to improve Pfizer's corporate compliance plans in 25 connection with that criminal and civil charge?

4 (Pages 10 - 13)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881

Page 4

Samsung Bioepis Exhibit 1077

Page 4

Page 14 1 A. No. 2 THE WITNESS: Sorry. But I -- I'd like 3 to tell the videographer that there's something 4 on the screen that -- 5 MR. CAINE: Yeah. Maybe we could just 6 dismiss that. 7 BY MS. MAZZOCHI: 8 Q. Let's go ahead and go to Page 3 of your 9 Expert Declaration, Exhibit 2052. Paragraph 8. 10 THE REPORTER: You're cutting out. 11 MS. MAZZOCHI: Sorry. Let me try that 12 again. 13 BY MS. MAZZOCHI: 14 Q. Turn to Page 3 of Exhibit 2052, your 15 expert declaration, Page 009 of 289, specifically 16 Paragraph 8. 17 A. Okay. 18 Q. It states you're being compensated at 19 your standard hourly rate. What is that rate? 20 A. \$950 per hour. 21 Q. Okay. 22 A. To be -- 23 Q. And how many -- 24 A. To be clear, Intensity, the firm, is 25 being compensated at that rate.	Page 16 1 about what the key questions were and to bring 2 the analyses into a form so the -- I don't know 3 exactly who did this, but, as you see, the attach 4 -- the attachments to the declaration had to be 5 processed and put into that, things like that, to 6 generate the -- the information that is included 7 in those attachments. 8 Q. Okay. And what did Ryan Marsh do in 9 connection with the preparation of your 10 declaration? 11 A. Ryan was the project manager. As I 12 mentioned, he's also a Ph.D economist, so he and 13 I -- he and I talked very frequently about my 14 view of what the questions -- key questions were, 15 what I wanted him to evaluate, what I wanted the 16 team to explore, and then we talked about what 17 the findings implied and what -- what -- what -- 18 how they fit into what I can -- ultimately came 19 to as my opinion on the matter. 20 Q. In connection with preparing what -- you 21 know, some of these documents that are cited in 22 your expert report, did you prepare any Excel 23 spreadsheets? 24 A. Yes. I'm sure there -- in fact, I think 25 all of the attachments that were here are in some
Page 15 1 Q. Right. And how many others worked on 2 this -- at the firm worked on this project with 3 you? 4 A. Two staff members, primarily. There are 5 two others that I know worked a fair amount, and 6 then probably a couple of others in some of the, 7 you know, document preparation. 8 Q. Okay. And who are the two staff members 9 you primarily worked with? 10 A. Ryan Marsh, who's a Ph.D from 11 Northwestern University, was the man -- project 12 manager. Max Urman, and I'm actually not sure 13 how to spell his last name, but he was one of the 14 lead consultants. The two others I have in mind 15 at this moment -- and I may not remember 16 everybody, I'm sorry -- were Elizabeth Parker and 17 Arvin Mohapatra. 18 Q. And what -- what did you ask Mr. Urman 19 to do in connection with the preparation of this 20 declaration? 21 A. Well, there were a variety of things 22 that were done to prepare for and execute the 23 declaration. We looked at data, we looked at 24 large number of data sets or -- or presentations 25 that were provided to organize the work, to think	Page 17 1 form in an Excel spreadsheet. 2 Q. Okay. Did you produce the native 3 forms of those or just paper copies with your 4 declaration? 5 A. To tell you the truth, I'm not sure. 6 Q. Do you still have the original Excel 7 spreadsheets in native form? 8 A. Not on me today, no. I -- but if -- but 9 if we did, they would be on my firm's network. 10 Q. Okay. Well, we'll ask that those be 11 looked for and produced. 12 Do you know approximately how much your 13 firm has billed Regeneron to date? 14 A. Approximately? 15 Q. Yeah. 16 A. \$500,000, more or less. I'm not sure. 17 (Previously marked Exhibit No. 2051 was 18 introduced.) 19 BY MS. MAZZOCHI: 20 Q. If you take a look at Page 4 of your 21 declaration, Paragraph 11, which is Exhibit 2051 22 [sic] Page 10 of 289, it states that interviews 23 were conducted with some Regeneron people. Why 24 did -- did you ask to conduct these interviews or 25 were they simply offered to you?

5 (Pages 14 - 17)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 5

Samsung Bioepis Exhibit 1077

Page 5

Page 18 1 A. We asked to -- I asked for them. 2 Q. Okay. And you didn't identify their 3 names. Is there a reason why you didn't identify 4 their names? 5 A. It was much more important to me 6 What their role was. Their names didn't really 7 matter. And so I wanted to talk to people in, 8 you know, customer insights, field force 9 effectiveness, commercial finance, market access 10 strategy. Those were some of the questions that 11 I had -- I had questions that were relevant for 12 people in those roles, and, you know, -- 13 Q. Okay. Is -- 14 A. -- names didn't matter. 15 Q. Is there a reason why whatever facts 16 they gave you that you felt were important, why 17 certain [audio dropped] facts weren't just put 18 into a declaration that you, in turn, could rely 19 on and cite to support your -- your -- your 20 opinions in this declaration? 21 A. I'm sorry. You broke -- you broke up 22 there and I didn't hear the whole question. 23 Q. Sure. Sure. Do you know why, 24 to the extent you needed any facts from these 25 individuals, those facts were not recorded in a	Page 20 1 to confirm that these were documents and 2 information used in the ordinary course of 3 business and not otherwise created. What we 4 received looked to me to be legitimate and 5 appropriate, and I had no reason to believe that 6 they were being untruthful. 7 Q. All right. But you didn't have any 8 -- you didn't have any ability to validate the 9 accuracy one way or the other. You didn't go and 10 audit the Regeneron files, for example, to make 11 sure that that's act -- 12 MR. CAINE: Obj -- 13 BY MS. MAZZOCHI: 14 Q. -- in the normal documents. 15 MR. CAINE: Objection; form. 16 THE WITNESS: I did not audit Regeneron 17 files, no. 18 BY MS. MAZZOCHI: 19 Q. All right. So the Regeneron director 20 of customer insights it says, "Interviewed on 21 November 30th, 2021." Did you personally do that 22 interview, or one of the individuals on your 23 staff? 24 A. I was there. I think Ryan Marsh was 25 also there, or we did it through a Zoom meeting
Page 19 1 declaration to submit in this case? 2 A. I'm sorry. Do I know why those people 3 didn't file their own declarations? 4 Q. Right. If you needed that information 5 to offer your opinions. 6 A. Well, the information was more 7 confirmatory and background in nature. So, 8 for example, I wanted to know the nature of the 9 sampling effort that had gone forward and that -- 10 that I discussed in my re -- my declaration. And 11 so we had a call, I believe that was the call 12 with the market access strategy individual, just 13 to talk about what kind of data availability 14 there was, what the sampling had been like. And 15 so the -- the result was that we got the data set 16 that has the sampling information in it, and so 17 we cited to that data, not to the conversation 18 about it. 19 Q. Well, how do you know that the data set 20 that you got was actually the correct and only 21 database and not one specifically created for 22 purposes of this proceeding? 23 A. I asked that person during those 24 conversations whether or not the information and 25 -- during all of the conversations I asked them	Page 21 1 or some other similar manner, so -- 2 Q. Okay. 3 A. -- but I was there. 4 Q. Do you -- did you have any -- do you 5 have any notes from that, or -- or did Ryan or 6 anyone on your end take any notes from that 7 interview? 8 A. I believe Ryan took notes. I do not 9 have them. I'm -- Ryan may or may not have them. 10 I don't know. 11 MS. MAZZOCHI: All right. Well, we'll 12 ask that any notes from that conversation be 13 produced. 14 BY MS. MAZZOCHI: 15 Q. What's the name of the person who was 16 the Regeneron director? 17 A. As I told you, I didn't record their 18 names. I don't know. 19 Q. You don't know who it was? 20 A. I know his title -- I do not -- or her 21 title. I do not know his or her name. 22 Q. Well, wasn't it -- you didn't -- you 23 didn't want to know their name or you just don't 24 remember their name? 25 A. I -- I -- I'm sure I was introduced

6 (Pages 18 - 21)

Page 22 1 to them by name and we talked in a normal 2 professional manner, so I would have seen their 3 name, but I didn't -- it wasn't important to me 4 in the -- in -- in getting the information I 5 needed, their name was much less important than 6 their role. So I talked to them. I don't -- 7 don't remember their name is probably the best 8 answer. 9 Q. All right. This individual listed here 10 is Regeneron Associate Director Field Force 11 Effectiveness and Ophthalmology. So -- so who 12 was -- again, you don't remember the name of that 13 person? 14 A. I do not. 15 Q. All right. Who was with you in the 16 context of that interview? 17 A. Ryan Marsh would have been there, as 18 well. 19 Q. Again, do you know if any notes or 20 recordings were taken of that interview? 21 A. I know it was not recorded. He may have 22 notes. I do not know. I don't have any notes. 23 MS. MAZZOCHI: All right. We'll ask 24 that those notes be provided as well. 25 BY MS. MAZZOCHI:	Page 24 1 pharmaceutical company like that, they seemed to 2 be -- they talked about things in the way that my 3 former colleagues would have talked about them. 4 They -- there was nothing about them that seemed 5 to suggest a lack of credibility. 6 Q. Well, but that's you offering your 7 opinion, right? We don't have the ability to 8 gauge what you did because, of course, they're 9 not available and you didn't identify their 10 names. 11 The next person you identified here is 12 Regeneron Executive Director, Commercial Finance 13 and Business Planning, and then also Regeneron 14 Senior Director, SP and A. Again, were these two 15 individuals interviewed together or separately? 16 A. My recollection is that they were 17 together, as well, but I -- I -- that's my 18 recollection. They did have -- 19 Q. All right. Was -- all right. And was 20 Ryan Marsh also with you on this call? 21 A. Yes. 22 Q. And, again, this was not at Re -- not at 23 Regeneron, but over a -- was it over a Zoom call 24 or a phone call? 25 A. It was, again, a Zoom call. It may have
Page 23 1 Q. And, again, you don't remember the name 2 of this person? 3 A. I do not. 4 Q. The next person identified is Regeneron 5 Associate Director Sample Operations and 6 Accountability. Was that person the same 7 interview or a different interview on that same 8 day? 9 A. You know, I'm not remembering exactly, 10 but it looks like there were two people in that 11 interview as it -- as it -- as it is there. 12 Q. Okay. And, again, you don't recall 13 who the Regeneron Associate Director Sample 14 Operations and Accountability was? 15 A. That's correct. I don't. 16 Q. All right. And you've never met any of 17 these individuals before? 18 A. No -- well, other than on the Zoom call. 19 Q. Sure. 20 And you had no firsthand knowledge as to 21 what their operations actually looked like or 22 whether these individuals are actually credible 23 and truthful and trustworthy? 24 A. Other than that they were presented to 25 be as such, and given that I had worked in a	Page 25 1 been Zoom or some other software. I -- I don't 2 know for certain. 3 Q. Okay. And, again, you don't remember 4 the names of either of these individuals? 5 A. That's correct. 6 Q. And you'd never met them before; didn't 7 know them professionally? 8 A. That's correct. 9 Q. And then same for the -- oh, wait. I'm 10 sorry [audio dropped] call as well. 11 A. I'm sorry. I didn't hear you. 12 Q. Did Mr. Marsh take notes as well in 13 connection with this interview? 14 A. I do not know. Mr. Marsh and I don't 15 work in the same physical location, so I don't 16 know what he was doing during the call. But -- 17 Q. Okay. 18 A. -- to the extent that anyone would have 19 notes, I do not. He may. 20 MS. MAZZOCHI: Okay. Well, to be -- so, 21 Counsel, to the extent there's any recordings of 22 these calls, notes of these calls, we would ask 23 that those be produced, as well as that the 24 individuals corresponding to these interviews be 25 identified.

7 (Pages 22 - 25)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 7

Samsung Bioepis Exhibit 1077

Page 7

Page 26 1 All right. 2 BY MS. MAZZOCHI: 3 Q. So just so I'm clear, Dr. Manning, it 4 sounds like there -- there may be some instances 5 where these people either gave you information or 6 confirmed information for you, but you did not 7 necessarily cite that they were the source of 8 information in your declaration. Is that fair? 9 A. I did not cite to any of these 10 individuals as sources of information. That's 11 correct. 12 Q. But, nevertheless, you used information 13 from them as the basis for your opinions in this 14 declaration. True? 15 A. Well, they provided background about 16 some of the data sources and were the contact 17 through which I requested information. I'm not 18 sure I would call them the source -- I wouldn't 19 call them the source of the information. 20 Regeneron provided the information, is my -- the 21 way I would describe it. 22 Q. Okay. But -- but to understand -- but 23 to understand the proper context for some of this 24 information, you needed infor -- you needed input 25 from these individuals that you interviewed?	Page 28 1 Q. All right. Is there any -- is there any 2 fact or information that you can specifically 3 recall they gave you in connection with these 4 interviews? 5 MR. CAINE: Objection; form. 6 THE WITNESS: Other than the data that 7 have been provided in -- in the appendices, no. 8 BY MS. MAZZOCHI: 9 Q. Now, did they actually share that 10 data with you on these interviews, or did you 11 interview them and then they provided data to you 12 in response to that interview? 13 MR. CAINE: Objection; form. 14 THE WITNESS: The latter. 15 BY MS. MAZZOCHI: 16 Q. Okay. And, again, you have not 17 confirmed whether any of the data that they gave 18 you was preexisting in the company records or 19 whether this was assembled and curated for you in 20 connection with this proceeding? 21 MR. CAINE: Objection; form. 22 THE WITNESS: Other than that I did ask 23 on every call whether that was the case, whether 24 these were ordinary course documents that were 25 used by the business, and they said they were.
Page 27 1 A. Well, for example, as I said, the 2 sampling data, I wanted to know what was 3 available, I wanted to know what form it would be 4 in, I wanted to know if they could arrange to 5 have the company provide it. And so those things 6 -- that was the discussion that -- that was had 7 with regard to that specific topic, and those 8 data were provided. 9 Q. When you spoke with the Regeneron Senior 10 Director for Market Access Strategy in February 11 9, 2022, that -- that was shortly before you 12 issued your report. Do you recall, specifically, 13 what infor -- any additional information you were 14 looking for from that person besides the sampling 15 information? 16 A. I don't remember that specific 17 conversation. I'm sorry. I don't. 18 Q. Are there any specifics of these 19 conversations that you recall? 20 A. As I said, they're per -- they're not -- 21 they were not acquiring information as much as 22 they were confirming or requesting information 23 to be provided by the company, and I don't -- I 24 wouldn't -- I wouldn't say that I have a clear 25 memory of any of the details of those calls.	Page 29 1 That was -- that was what I did. 2 BY MS. MAZZOCHI: 3 Q. And that was a specific phrasing you 4 recall using, "ordinary course"? 5 A. I -- I may have -- it is a phrase 6 I've used before. It is a phrase that wouldn't 7 surprise me if I've used. I know it's a common 8 term. I may have used something other that meant 9 the same thing to me, but I don't remember my 10 exact wording on every call. 11 Q. All right. Well, do you know if the 12 individuals you were speaking to understood the 13 -- you know, the legal implications of documents 14 created as part of the ordinary course of 15 business? 16 A. I don't know. I don't know what they 17 -- what was in their minds. I did explain to 18 them that I wanted to confirm or understand 19 whether these fi -- files had been produced for 20 the litigation or were they business files that 21 were used in the ordinary operations of their 22 business, and every one of them said that they 23 did understand that. 24 Q. And what did you do to verify that the 25 business files they gave you were actually

8 (Pages 26 - 29)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 8

Samsung Bioepis Exhibit 1077

Page 8

Page 30 1 complete? 2 A. As I've said, I relied upon their 3 characterization. I relied upon Regeneron's 4 provision. I've not seen anything that would 5 make me think that those files were incomplete or 6 otherwise not represent -- not legitimate. 7 Q. Okay. Well, we'll get to that later. 8 All right. Let's take a look at 9 Paragraph 17 to 20 of your declaration, which are 10 on Pages 10 to 12 of Exhibit 2052, exhibit Pages 11 016 to 018 of 219 [sic], and I believe this is 12 where you -- this is the basis for your belief 13 that the claims cover the use of Eylea. Let me 14 know when you get there. 15 A. I'm there. 16 (Previously marked Exhibit No. 1001 was 17 introduced.) 18 BY MS. MAZZOCHI: 19 Q. All right. And I'm also going to give 20 you Exhibit 1001, which is the '338 patent. 21 And let me know when you have that. 22 A. I have it. 23 Q. All right. Can you confirm that the 24 '338 patent has a January 13th, 2011, priority 25 date?	Page 32 1 saying that. I was just saying that that date is 2 what appears on the patent on -- in -- at 3 Paragraph 60. 4 Q. All right. What is your understanding 5 of the dosing regimen claimed by the '338 patent, 6 specifically that you used to guide you when you 7 were conducting your commercial success analysis? 8 A. I'm sorry. Can you ask that again? 9 Q. Yes. What is your understanding of the 10 dosing regimen claimed by the '338 patent, as you 11 understood it, to guide your commercial success 12 analysis? 13 A. I would refer to the report, or the 14 declaration, primarily to -- where I cite to 15 Dr. Do, who goes through the -- the claims and 16 -- and discusses the dosing regimen. In short, 17 my understanding as I believe's in Claim 1 or 18 -- is that it requires the dosing at eight-week 19 int -- at an eight-week or longer interval in the 20 maintenance phase. But I should probably go 21 specifically to Dr. Do's description of that. 22 In Footnote 21, both Dr. Brown and 23 Dr. Do are quoted to say that -- Dr. Brown first, 24 saying, "The dosing regimen of claim one requires 25 treatment of an angiogenic eye disorder by
Page 31 1 MR. CAINE: Objection; form. Outside 2 the scope. 3 MS. MAZZOCHI: Well, look at Paragraph 4 17, Counselor. 5 THE WITNESS: Well, I would say that the 6 meaning of a priority date is a legal issue. I 7 see that, you know, the -- the date of the patent 8 is February 9, 2016. I see that it says in 9 Paragraph 60 of the patent that provisional 10 application was filed on January 13, 2011. 11 BY MS. MAZZOCHI: 12 Q. All right. Well, in Paragraph 17 of 13 your declaration you specifically said that the 14 '338 patent claims a priority date of January 15 13th, 2011, right? 16 A. It does say that. 17 Q. Okay. And you didn't cite any legal 18 authority or expert opinion for that. You 19 figured that out just from the patent, right? 20 MR. CAINE: Objection; form. 21 THE WITNESS: Sorry. 22 BY MS. MAZZOCHI: 23 Q. You can answer. 24 A. I don't -- I didn't express a -- I 25 didn't intend to express a legal opinion by	Page 33 1 administration of an initial dose of the claimed 2 VEGF antagonist followed by one or more secondary 3 doses administered two to four weeks after the 4 preceding dose, and then one or more tertiary 5 doses that are administered at least eight weeks 6 following the preceding dose." And then, 7 similarly, Dr. Do's declaration is cited to say 8 that "The dosing regimen claim -- of Claim 1 9 requires treatment of an angiogenic eye disorder 10 by administration of an initial dose of the 11 claimed VEGF antagonist, followed by one or more 12 secondary doses administered two to four weeks 13 after the preceding dose, and then one or more 14 tertiary doses -- doses that are administered at 15 least eight weeks following the preceding dose." 16 Q. You did not -- and so just to be clear, 17 you did not independently assess how or why the 18 Eylea label instructions meet the claims; is that 19 fair? 20 A. That's fair. That's a legal issue that 21 I did not form an opinion about. 22 Q. All right. And when you state in 23 Paragraph 20, "I understand that Eylea is 24 administered according to the claimed dosing 25 regimen," you didn't independently make that

9 (Pages 30 - 33)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 9

Samsung Bioepis Exhibit 1077

Page 9

Page 34 1 assessment. You relied on Regeneron's expert, 2 Dr. Do? 3 A. I do cite to Dr. Do, though, at that 4 point, as you see on -- in Paragraph 20. There 5 is other evidence to indicate that the eight-week 6 dosing is the most common dosing frequency. 7 Q. Well, did you restrict the sales you 8 included in your commercial success analysis 9 to only those doses of Eylea that actually 10 corresponded to the claimed treatment regimen? 11 MR. CAINE: Objection; form. 12 THE WITNESS: Not specifically, no. But 13 I did make note of the fact that the eight-week 14 dosing was the most common reported dosing 15 regimen. 16 BY MS. MAZZOCHI: 17 Q. All right. Well, who did that 18 assessment for you that it was the most common, 19 as you put it? 20 A. Well, there are a variety of documents 21 that we've cited to that show the dosing 22 frequency from the ATU surveys, and those surveys 23 show that eight weeks are consistently the most 24 -- eight weeks or more are consistently the most 25 common dosing frequency.	Page 36 1 A. In conversations with counsel about what 2 materials I would like to see, we des -- I 3 described the -- you know, the -- the types of 4 information that I thought would almost certainly 5 be available. And they then -- we may have had 6 discussions directly with Regeneron personnel as 7 well, as cited in those discussions, and then 8 those infor -- that information was provided to 9 counsel that was then provided to us -- to my 10 team. 11 Q. Okay. Is every document that you 12 reviewed att -- that you received from Regeneron 13 in this -- in connection with this attached to 14 your declaration? 15 A. No. 16 Q. Okay. Did you get all of the marketing 17 materials and messages that Regeneron has used 18 over the past decade for Eylea to market it in 19 the United States? 20 A. I know we received a very large file. 21 I received what I considered to be a sufficient 22 sample of those materials. Now, if there's 23 something -- I can't verify that there's not 24 something somewhere that we did not receive, but 25 we received a large quantity of documents and a
Page 35 1 Q. All right. But having had, for example, 2 the ATU survey, you did not make any attempt to 3 exclude, for example, the dosing that was 4 occurring at five weeks, six weeks or seven 5 weeks, right? 6 A. What do you mean, "exclude"? 7 Q. Exclude from your sales figures or 8 otherwise report -- 9 A. It -- for the sales that show -- the 10 -- the trends of sales that are reported in the 11 declaration, no, those are not excluded. 12 Q. And for any of the sales figures that 13 you relied on, you did not either carve out or 14 otherwise apportion them so that they were only 15 limited to uses by physicians at the -- that were 16 hitting the eight-week target. Is that fair? 17 A. That's fair. 18 Q. Okay. I'm going to ask that Exhibit 19 2136 be placed in front of you, and while we're 20 getting at that, who gathered marketing materials 21 for you -- to use in connection with the 22 declaration? 23 A. What do you mean, "gathered"? I'm 24 sorry. 25 Q. How did you get them?	Page 37 1 large amount of information, and I considered 2 that sufficient for me to reach an opinion. 3 Q. Okay. Do you -- do you recall whether 4 you asked Regeneron to provide you with only 5 those marketing messages that talked about the 6 eight-week dosing regimen? 7 A. I did not ask for that. I asked for all 8 of the materials -- the marketing materials that 9 reflected their efforts to convey information to 10 physicians or patients or anyone who would make a 11 dec -- anybody who would be making a decision 12 about utilizing the product. 13 Q. Okay. But you don't know if they sent 14 you everything? 15 A. As I said, I do not know that. I mean, 16 I can't know that. 17 MS. MAZZOCHI: All right. Well, we'll 18 ask that whatever was the large file provided to 19 Dr. Manning be provided to us, as well. 20 All right. Let's take a look at Exhibit 21 2136. 22 (Previously marked Exhibit No. 2136 was 23 introduced electronically.) 24 BY MS. MAZZOCHI: 25 Q. And let's just start with Page 1. Is

10 (Pages 34 - 37)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881
Page 10
Samsung Bioepis Exhibit 1077
Page 10

Page 38 1 this an example of some of the Eylea marketing 2 materials that were sent to you by Regeneron? 3 A. It -- it looks like it, yes. 4 Q. All right. If you look at the second 5 bullet point under Important Prescribing 6 Information For Eylea, it says that "Eylea is 7 indicated for the treatment of patients with 8 macular edema following central retinal vein 9 occlusion, (CRVO). The recommended dose for 10 Eylea is two milligrams administered by 11 intravitreal injection every four weeks, 12 (monthly)." 13 Do you see that? 14 A. I do. 15 Q. All right. Now, there's no instruction 16 to treat CRVO any -- at a dosing regimen anything 17 other than monthly in this marketing materials, 18 correct? 19 A. Well, let me refer to the label 20 for Eylea that is in, and I know I -- well, I 21 believe that's correct, but let me -- by way of 22 confirmation, let me turn to Attachment B1 and 23 point to the fact -- 24 Q. Yeah. I just want to focus on the CRVO 25 indication for the moment.	Page 40 1 Table 1. You've got the RVO indication as a 2 percent of total injections at 13.1 percent, 3 right? 4 A. That is what it says, yes. 5 Q. All right. And within that 13.1 6 percent, if a physician is prescribing Eylea for 7 the on-label usage, it should be getting dosed 8 every month, right? 9 A. If they are following the label, yes. 10 But, as I said, Dr. Do indicated that she and 11 others dose it at eight weeks. 12 Q. Okay. But you did not exclude RVO sales 13 from -- that are injected on a monthly basis from 14 your commercial success analysis, did you? 15 A. No. 16 Q. Okay. And you haven't tried to quantify 17 the number of doctors who use Eylea off-label for 18 RVO that is not monthly? 19 A. The data sets we have don't identify 20 doctors by indication by utilization, so, no, I 21 did not. 22 Q. Okay. Now, just out of curiosity, 23 did you use those same data sets to assess what 24 percentage of wet AMD doctors were actually 25 dosing at exactly eight weeks as opposed to six
Page 39 1 A. Well, that's what I'm trying to 2 do, actually, is that there are different 3 indications -- different dosing intervals for the 4 different indications. And it is true that -- 5 just confirming my recollection that for CRVO 6 that is the recommended dosing. But I've also 7 -- I also note that Dr. Do said that it is 8 common for patients to -- for physicians to use 9 eight-week dosing in RVO despite the fact that 10 the label indicates four-week dosing. 11 Q. Okay. Well, can you -- did you assess 12 what percentage of sales Regeneron makes with 13 Eylea for CRVO that are monthly versus sales 14 Regeneron makes of Eylea where physicians may be 15 prescribing it off-label for a longer treatment 16 period? 17 MR. CAINE: Objection; form. 18 THE WITNESS: I did not confirm that 19 in that analysis, but I think it is important to 20 understand that RVO re -- represents a relatively 21 small share of total utilization of the anti-VEGF 22 injections, as indicated on Table 1 in my 23 declaration. 24 BY MS. MAZZOCHI: 25 Q. Let's go ahead and take a look at	Page 41 1 weeks, seven weeks? 2 A. The ATU surveys do show by indication, 3 not the individual doctors, but the frequency of 4 dosing and, as I said before, the -- by -- the 5 most common, by a good margin, are dosing at 6 eight weeks or longer. 7 Q. But I just want to be clear. So while 8 we're being looking at Table 1 where you've got 9 the wet AMD total injections and the percent of 10 total injections, that number includes dosing 11 that was never done on an eight-week schedule, 12 right? 13 A. I can't say that it was never done on 14 an eight-week schedule. Now, the data are not 15 finely -- not organized in a way that would allow 16 me to say that. I observed that -- I can observe 17 by condition the number of injections used. I 18 cannot segregate the specific interval of every 19 specific dose that was administered. 20 Q. Sure. And you didn't try to use the ATU 21 survey data to apportion these total injection 22 numbers or sales numbers so that they only 23 reflected the data for eight weeks as opposed 24 to six- or seven-week dosing, right? 25 A. I did not apportion my sales numbers in

11 (Pages 38 - 41)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 11

Samsung Bioepis Exhibit 1077

Page 11

Page 42 1 that way, no. I -- the data weren't arran -- the 2 data weren't arrayed in a way that would have 3 allowed that. But it is important to come back 4 to the point that eight-week dosing was 5 substantially higher than any other dosing 6 frequency. 7 Q. Do you have an understanding as to what 8 was the closest Eylea dosing regimen in the prior 9 art that was not being done on an eight-week 10 maintenance dosing schedule? 11 MR. CAINE: Objection; form. 12 THE WITNESS: I'm sorry. You're going 13 to have to ask that question again. I -- what do 14 you mean in the prior art? That's a legal 15 question I don't understand. 16 BY MS. MAZZOCHI: 17 Q. Sure. 18 Do you know whether anyone had ever 19 taught that Eylea or aflibercept or VEGF 20 Trap-Eye, et cetera, that this drug could be 21 dosed on -- on a regimen that was less than eight 22 weeks? 23 MR. CAINE: Objection; form. 24 THE WITNESS: I didn't evaluate that 25 question in my report. That's not -- or in my	Page 44 1 BY MS. MAZZOCHI: 2 Q. Right. All right. Let's take a look at 3 Exhibit 2150. 4 A. Do you want me to return 2136? 5 Q. Yeah. You can set that one aside. 6 I'm going to ask that you be shown 7 a document previously marked as Exhibit 2150, 8 American Society Retinal Specialists Retina 9 Health Series. And this relates to the indi -- 10 indication that's referred to as Branch Retinal 11 Vein Occlusion. Do you have that exhibit? 12 MR. CAINE: Not quite yet. 13 THE WITNESS: Sorry. 14 MR. CAINE: Yeah. It's just when -- the 15 court reporter can't pass the exhibit and take 16 down what we're say at the same time. So we just 17 need to pause a second. 18 MS. MAZZOCHI: No worries. 19 BY MS. MAZZOCHI: 20 Q. All right. Doctor, do you have Exhibit 21 2150 before you? 22 A. Yes. 23 Q. So this is a document you reviewed in 24 connection with your opinions in this case? 25 A. It does look familiar. I would have to
Page 43 1 statement. That's not part of my opinion. 2 BY MS. MAZZOCHI: 3 Q. All right. So just to be clear, then, 4 to the extent you've evaluated the commercial 5 success of Eylea, you have not subtracted out any 6 other known method of administering Eylea that 7 did not comply with the '338 patent dosing 8 schedule? 9 A. I did not, but it is clear to me 10 that the product was so successful that that 11 apportionment wouldn't have been necessary 12 to -- to demonstrate commercial success. 13 Q. Well, I think that's certainly going to 14 be a difference of opinion, sir, and I'm just 15 trying to get at why -- you know, why you did 16 your analysis the way that you did. So maybe we 17 can get at it this way: Did you look to see 18 whether there were any other patents that 19 Regeneron had relating to the dosing -- a dosing 20 method for the drug we know as aflibercept? 21 A. I did not. I didn't explore patents 22 outside of the one that I was asked to evaluate 23 or -- 24 (Previously marked Exhibit No. 2150 was 25 introduced.)	Page 45 1 confirm that it's on my -- one of my citations, 2 but it looks familiar, yes. 3 Q. Yep. Well, I'd like to just direct your 4 attention to the language that appears on the 5 bottom of Exhibit Page 3 of 6 over to Page 4 of 6 6. 7 Let me know when you have those two 8 pages. 9 A. I have them. 10 Q. All right. Near the bottom of Page 3, 11 under the heading Treatment and Prognosis, 12 there's a statement that says, "There are 13 currently three anti-VEGF drugs." Do you see 14 that? 15 A. I do. 16 Q. And it lists Avastin, bevacizumab; 17 Lucentis, ranibizumab; and Eylea, aflibercept, 18 right? 19 A. Yes. 20 Q. All right. Then it says, "In several 21 large clinical studies, all three of these 22 anti-VEGF drugs have demonstrated good results 23 with over 50 percent of patients enjoying 24 significant visual improvement." Do you see 25 that?

12 (Pages 42 - 45)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881

Page 12

Samsung Bioepis Exhibit 1077

Page 12

Page 46 1 A. I do. 2 Q. All right. Now, then from Page 3 to 4 3 it says -- in Exhibit 2150 it says, The use of 4 these drugs may require frequent retreatment, but 5 injection schedules are determined on [audio 6 dropped] case basis. Have I read that 7 correctly? 8 THE REPORTER: You cut out. Can you 9 repeat that? You cut out. 10 BY MS. MAZZOCHI: 11 Q. Sure. 12 It says, "The use of these drugs may 13 require frequent retreatment, but injection 14 schedules are determined on a case-by-case 15 basis." Do you see that? 16 A. I do. 17 Q. All right. So the treatment modality is 18 not fixed for this indication at eight weeks as 19 required by the '338 patent. True? 20 A. I would not say what is required, or I 21 don't have the -- my job is -- my assignment is 22 not to evaluate what the patent requires or not 23 requires. It's to evaluate the commercial 24 success of this product and the eight-week dosing 25 interval, so --	Page 48 1 would have been achieved," relative to what? 2 A. It still would have had substantial 3 sales. It still would have had substantial sales 4 growth. I -- I -- relative to the -- the notion 5 that a product has sold well in a market that's 6 -- you know, the standards of commercial success 7 are not strictly defined. 8 Q. Can you say that Eylea has outperformed 9 Avastin in terms of its success? 10 A. As I say in my report -- or in my 11 declaration, Eylea has gained substantial 12 share relative to Avastin and Lucentis. So 13 outperformed is a -- Eylea has gained share 14 -- gained sales in every year since its launch. 15 Avastin has not. If that's the way you would 16 want to define "outperformed," that would be one 17 way to -- to talk about it, yes. But there's a 18 huge -- 19 Q. Okay. Well -- 20 A. There's a -- there are different 21 ways you could think about what it means to 22 outperform, and I haven't really thought about 23 how I would necessarily define that. 24 Q. Okay. So your primary metric for 25 purposes of this commercial success analysis is
Page 47 1 Q. All right. Do you know -- 2 A. -- it sounded like you're asking me to 3 offer a legal opinion that I don't offer. 4 Q. No. I'm trying to understand why you're 5 including some -- why you're including all Eylea 6 sales when we know that they're not all dosed on 7 -- or that they're not all used for an eight-week 8 dosing regimen. 9 So let me ask you this: Did you exclude 10 these BRVO sales from -- of Eylea from your 11 commercial success analysis? 12 A. I believe I've answered that before, but 13 the answer is, no, the data do not allow that 14 kind of segregation. But even if you -- you 15 know, I'll come back to the point that the 16 eight-week dosing interval is, by far, the 17 most common dosing interval; and that the product 18 was so commercially successful that it is 19 inconceivable that -- well, I guess I won't 20 say that. It's a little too absolute. 21 It is -- it is reasonable for me to 22 conclude that, even if it were possible to remove 23 those other sales, commercial success would have 24 still been achieved. 25 Q. Well, when you say "commercial success	Page 49 1 that Eylea has gained sales relative to Avastin 2 and Lucentis. 3 MR. CAINE: Objection; form. 4 THE WITNESS: Are you asking me that? 5 BY MS. MAZZOCHI: 6 Q. Yes. 7 A. I'm sorry. I'd like to ask you to ask 8 that again. 9 Q. Sure. 10 So the -- the key metric that you're 11 relying on for commercial success purposes is the 12 fact that Eylea has gained sales relative to 13 Aventis -- I'm sorry -- relative to Avastin or 14 Lucentis. 15 MR. CAINE: Objection; form. 16 THE WITNESS: I would say it somewhat 17 differently. I would say that Eylea has had a 18 substantial amount of success and has been used 19 by a large number of physicians and by a large 20 number of patients; and that -- that has been 21 growing over time; that its share has grown 22 rapidly and continuously more utilization over 23 time. The utilization of some of its -- or of 24 its -- the -- the other VEGF -- anti-VEGF 25 treatments has not occurred -- has not followed

13 (Pages 46 - 49)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881

Page 13

Samsung Bioepis Exhibit 1077

Page 13

Page 50 1 the same path. 2 BY MS. MAZZOCHI: 3 Q. And to the extent Eylea has gained more 4 utilization over time, you can't say whether 5 there's been more utilization at an eight-week 6 mark as -- as compared to Avastin at the 7 eight-week mark, right? 8 MR. CAINE: Objection; form. 9 THE WITNESS: I can say that there 10 -- you know, the -- the data that I've looked at 11 suggests that the use of Avastin at an eight-week 12 mark is relatively limited, and I would also note 13 that there is no clinical trial evidence to 14 suggest whether Avastin has a dosing schedule 15 approved by the FDA. Avastin is used off-label. 16 BY MS. MAZZOCHI: 17 Q. Right. But you saw in the ATU survey 18 data how doctors were using Avastin, and some of 19 them were using it on an eight-week schedule, 20 right? 21 MR. CAINE: Objection; form. 22 THE WITNESS: My recollection is that 23 that was a relatively small number. 24 And, actually, could I get some more 25 water? Sorry.	Page 52 1 of information about Avastin and its potential to 2 make a difference for people in particular with 3 wet H -- wet AMD. So that I wouldn't say that 4 there was no information out there about its 5 utilization. I would say that -- and also given 6 the substantial price difference between Avastin, 7 Lucentis and Eylea, that disadvantage of not 8 advertising Avastin could be overcome by that 9 -- the broader generally available information 10 and by the price difference. 11 Q. Can you envision any situation where a 12 patient might have a -- might pay more for 13 Avastin as opposed to Eylea, in terms of co-pays? 14 A. I can imagine a possible situation, but 15 I -- I don't think -- it wouldn't be the normal 16 situation, I don't think. 17 Q. And what would that -- what type of 18 situation would that include? 19 A. Well, as you said, imagine -- you asked 20 me if I could imagine it, and imagining is pretty 21 boundless. And so, for example, if an uninsured 22 patient went to a particular physician, I don't 23 know, is it possible? I don't know of any 24 examples, but it's possible that they might be 25 required to pay more than they were to pay --
Page 51 1 BY MS. MAZZOCHI: 2 Q. What -- when it comes to marketing, what 3 share of voice did Avastin have relative to Eylea 4 as these sales were growing? 5 MR. CAINE: Objection; form. 6 THE WITNESS: I do not have data on 7 Avastin advertising. I presume that it wouldn't 8 have advertised very -- any for this particular 9 indication, because that would be off-label. 10 BY MS. MAZZOCHI: 11 Q. Right. All right. 12 So -- so while -- so is it really 13 surprising that when there's no advertising 14 dollars behind Avastin, and Eylea is putting 15 marketing dollars behind it and has a significant 16 share of voice within the marketplace, that their 17 sales will grow? 18 A. That's a -- a complicated question, 19 and I guess I would say that, given the enormous 20 price difference and the great deal of attention 21 that Avastin got early on in -- in the 22 utilization of anti-VEGF treatments, that it's 23 hard to measure share of voice in particu -- 24 particularly because there was a lot of sort of 25 un -- I wouldn't call it advertising, but a lot	Page 53 1 have to be paid -- have to pay for a higher 2 -- for one of the other on-label drugs. I'm 3 not saying -- 4 Q. What if it's a patient -- what if it's a 5 patient on Medicaid Part B? 6 A. Medicaid Part B, what do you mean by 7 that? 8 Q. The way in which you used it in 9 connection with all of your sales data in your 10 report. 11 A. Do you mean Medicare? 12 Q. I'm sorry. Medicare. 13 A. I'm sorry. 14 Q. Yeah. Let me rephrase the question for 15 you. 16 Can you envision any situation where a 17 patient might pay more for Avastin if they are a 18 Medicare Part B patient? 19 A. It would be typical for them to pay much 20 less if they were a Medicare Part B patient. 21 Q. Why is that? 22 A. Because the Medicare system has a 20 23 percent copayment, and 20 percent of Avastin's 24 price is much lower than 20 percent of either 25 Lucentis or -- or Eylea's price.

14 (Pages 50 - 53)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 14

Samsung Bioepis Exhibit 1077

Page 14

Page 54 1 Q. Is that -- is that an important factor 2 to you in terms of why you think Eylea is a 3 commercial success, because patients are more 4 willing to pay that copay to get the drug? 5 A. Well, it certainly is true that the 6 -- one of the considerations in commercial 7 success is whether or not a product is able to 8 overcome a -- or whether a product sells despite 9 having a price premium, and, so, yes, that's 10 important. 11 Q. Is it important to your analysis? 12 A. Yes. 13 Q. Take a look at Exhibit 2149, which is 14 another American Society of Retinal Specialists, 15 this one related to age-related macular 16 degeneration, and let me know when you have that 17 exhibit. 18 A. Okay. I have it. 19 (Previously marked Exhibit No. 2149 was 20 introduced.) 21 BY MS. MAZZOCHI: 22 Q. All right, if you could turn to Page 4 23 of 6. And again at the top it's talking about 24 three anti-VEGF treatment regimens. Do you see 25 that?	Page 56 1 method? 2 A. I have not assessed whether thing 3 -- whether treatment methods satisfy the patent. 4 Q. Okay. And, likewise, what about monthly 5 injections? Is it your understanding that 6 monthly injections, at the very least, can't 7 satisfy the '338 patent -- 8 A. Again -- 9 Q. -- for dosing? 10 A. Again, I don't have an opinion about the 11 specific legal question you're asking. 12 Q. Well, when it comes to making an 13 assessment as to what sales should or shouldn't 14 be included in your commercial success analysis, 15 if a description was referred to -- for Eylea was 16 described as being administered PRN, do you know 17 if you should include those sales or exclude 18 those sales? 19 A. So I don't think there's a specific 20 answer to that question. 21 Q. Why not? 22 A. My approach, and I think a -- a standard 23 approach, is to ask the question, was this 24 product commercially successful, and can you 25 establish a nexus between that success and
Page 55 1 A. I do. 2 Q. All right. Now the first one listed is 3 pro re nata, abbreviated with the acronym PRN or, 4 quote, treat and observe. "Patients are treated 5 with three initial monthly injections followed by 6 treatment as needed." 7 Do you see that? 8 A. I do. 9 Q. Have you assessed whether this PRN, 10 "treat and observe," is or is not a -- within the 11 scope of the '338 patent treatment method for 12 purposes of your commercial success analysis? 13 A. I have not. Again, that's outside of 14 the scope of my report. 15 Q. All right. Now, there's also a 16 reference to a -- a treatment regimen that is 17 called treat and extend: "After three initial 18 monthly injections, the time between treatments 19 is gradually increased until wet AMD is 20 stabilized." Do you see that? 21 A. I do. 22 Q. All right. And, likewise, you haven't 23 assessed whether "treat and extend," whether 24 some, none, all or a portion actually satisfies 25 the requirements of the '338 patent dosing	Page 57 1 the feature that is at issue in the patent. 2 And my assessment was that it absolutely was a 3 commercial success and that it very convincingly 4 is tied to the eight-week interval -- eight-week 5 dosing interval. 6 The -- so I think about it this 7 way: When Eylea was approved by the FDA, it was 8 approved on a comparative basis to Lucentis at a 9 monthly dosing interval. The assessment accepted 10 by the FDA was that Eylea was not inferior to 11 Lucentis, and -- dosed on a four-week interval, 12 and that Eylea on a four-week interval and Eylea 13 on an eight-week interval were each -- on both of 14 those arms of the trial were not inferior to 15 Lucentis on a four-week interval. 16 So the key differentiating factor, 17 then, is that the eight-week difference -- the 18 eight-week interval for Eylea, which as I 19 describe in my report, thinking about the 20 economics of how consumers respond to products 21 that have different characteristics, obviously 22 -- well, the indication or the -- the likely 23 -- the frequency with which treatment happens in 24 this case, given that the injection into the eye 25 is an unpleasant experience, having a lower

15 (Pages 54 - 57)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 15

Samsung Bioepis Exhibit 1077

Page 15

Page 58 1 frequency; having, as I've described in my 2 report, having less of a bad characteristic, 3 means that the product would be more accepted by 4 most consumers, and so that distinguishes -- that 5 characteristic distinguishes Eylea from Lucentis 6 and the other VEG -- and Avastin by extension. 7 So that's the way in which I reached 8 the conclusion that the product was a commercial 9 success. Well, what distinguishes the product? 10 Its dosing interval. Then I co -- then I adju -- 11 or I -- I -- I explore the other potential 12 explanations; you know, was there excessive 13 marketing, was there an enormous amount of 14 sampling, were there great discounts that demand 15 -- that diminished the price difference between 16 the products, all of those things can be ruled 17 out. So that the resulting analysis is here you 18 have two products that are clinically noninferior 19 to each other. But one of them has something 20 that the other does not, and that thing that it 21 has is to allow the eight-week dosing interval 22 that is not found to be consistently effective 23 for -- or appropriate for the label for -- for 24 Avastin -- sorry, for Lucentis. 25 And so, you know, as you -- as an	Page 60 1 Q. Right. But that just means, then -- if 2 only two-thirds of doctors are prescribing it at 3 eight weeks and one-third are prescribing it on a 4 different dosing regimen, why did you not reduce 5 your sales figures to that two-thirds amount? 6 A. It would not have changed my opinion. 7 The sales grow at a consistent, healthy rate, and 8 two-thirds of it would still grow at a 9 consistent, healthy rate. 10 Q. The marketing spend also grew at a 11 consistent, healthy rate, right? 12 A. Yeah. But the marketing spend is not 13 large, by industry standards. And so marketing 14 is an essential part of informing physicians 15 about a new treatment. So it's not -- it 16 doesn't seem to -- 17 Q. Well, the market -- the marketing that 18 Eylea spent is certainly large relative to what 19 was being spent to market Avastin, which was, 20 essentially, nothing, right? 21 A. As I've said before, Avastin had a lot 22 of nonmarketing information about it because of 23 the -- the large price difference between the 24 two, and so, yeah, it was less -- less. 25 Q. And you don't know what Novartis -- you
Page 59 1 economist thinks about things, you try to 2 identify the single thing that makes a difference 3 in -- in a -- in an economic decision, and that 4 single thing is the eight-week dosing interval as 5 approved by the FDA. So that -- that forms the 6 key distinguishing feature between the products, 7 and that drives the nexus analysis. 8 Q. All right. But you haven't confirmed 9 that every doctor who administers Eylea does so 10 using this magical eight-week dosing interval 11 that you've described, right? 12 MR. CAINE: Objection; form. 13 THE WITNESS: I have not. What I have 14 -- what I have observed is that the eight-week 15 dosing frequency is the most common dosing 16 frequency in the data that I've seen. 17 BY MS. MAZZOCHI: 18 Q. Well, you keep saying "most common." 19 What -- what -- by what percentage is it beating 20 the other dosing frequencies? 21 A. If you -- well, if you want to look at a 22 -- a specific example, I think Exhibit 2176 has 23 one of those charts. [REDACTED] dose 24 at eight weeks, and [REDACTED] dose at 25 four weeks and the others are much smaller.	Page 61 1 don't know what Novartis spent on marketing for 2 Lucentis, do you? 3 A. No. 4 Q. Okay. So you don't know whether, within 5 this particular market, the amount of money that 6 was being spent on marketing was much greater 7 than the other two competitors, right? 8 A. I do not know the specifics of how much 9 was being spent for -- when you say "the other 10 two competitors," do you mean Genentech -- do you 11 mean -- 12 Q. Avastin and Lucentis. 13 A. You do not mean []-- okay. I do not 14 know, but the numbers -- the share of revenue 15 that it -- that was spent on marketing is not 16 large by industry standards by comparing to other 17 companies, by my own observations of my 18 experience. 19 Q. Okay. Right. I would just like a clean 20 answer, Doctor. 21 You have not compared how much larger 22 of a stone []Regeneron is making for Eyl -- to 23 promote Eylea compared to what Novartis has spent 24 to promote Lucentis in any given year. 25 MR. CAINE: Objection; form.

16 (Pages 58 - 61)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 16

Samsung Bioepis Exhibit 1077

Page 16

Page 62 1 THE WITNESS: I did not have 2 Lucentis's marketing data, so I couldn't do that 3 -- that performance. So what I did as -- as -- 4 to confirm my own understanding and opinion was 5 to look at the spending that was done on behalf 6 of Eylea and look at industry norms or averages 7 and found that it was not large by that 8 comparison. 9 BY MS. MAZZOCHI: 10 Q. All right. And when you're saying 11 industry norms or averages, you're just referring 12 to the industry -- you're referring to just the 13 pharmaceutical industry as a whole, correct? 14 A. That is the analysis that we looked at 15 -- that I looked at from my report. But I also 16 think about my own experience in the industry. 17 It is not a large number based, on my experience 18 or on the industry reports that we -- or the 19 analyses of industry spending that we looked at. 20 Q. All right. Well, you don't have any 21 experience, though, prior to this case in the 22 retinal market, do you? 23 A. I guess I don't know what you mean, 24 "experience prior to this case." 25 I published a paper about the -- the --	Page 64 1 which data set you're talking about, I looked at 2 all physicians who prescribe these anti-VEGF 3 treatments, in some cases -- in some cases in the 4 ATU surveys, there are -- there's some discussion 5 about retina providers or comprehensive 6 providers, but it's not -- there's no breakdown 7 of the utilization across that -- those types. 8 It's just some mention of them. 9 MS. MAZZOCHI: All right. 10 MR. CAINE: Counsel, when you have a 11 second, we've been going over an hour, why don't 12 we take a break? 13 MS. MAZZOCHI: Sure. That's fine. 14 And obviously, Dr. Manning, anytime you need a 15 break feel free to speak up and I'm happy to 16 accommodate. I just know these days go faster 17 the longer we can stay on the record, so -- 18 THE WITNESS: Yep. 19 MS. MAZZOCHI: -- that's fine. 20 Dave, how long would you like? 21 MR. CAINE: I think 10 minutes should be 22 -- should be sufficient. 23 THE VIDEOGRAPHER: All right. Please 24 stand by. The time is 11:02 a.m. We're going 25 off the record.
Page 63 1 a company's ability to segregate the market 2 between Lucentis and Avastin, so I've thought 3 about it before this case. I have glasses. 4 I've been to a doctor many, many times to have my 5 retina scanned because I have a congenital defect 6 in my retina. So I guess I don't know -- so I 7 wouldn't say -- I don't know, I -- I guess I just 8 want to be clear that -- I don't want to mislead 9 you in saying that I haven't had any prior 10 experience with the retina market. 11 Q. Well, maybe we can try to get at it 12 this way: I believe in your declaration it was 13 Paragraph 28, which was on Pages 22 to 23, 14 Exhibit 2052, Pages 28 to 29 of 289. You 15 indicated that, "As of 2016, there were over 16 17,000 ophthalmologists in the United States with 17 3,329 identified as retina providers. Of these 18 3,329 retina providers, 1,034 were identified as 19 comprehensive providers or hybrid providers. 20 And so when you were assessing the market for 21 anti-VEGF agents for the eye, do you believe 22 it's more important to focus on the 3,200 retina 23 providers or do you think it's more important to 24 look at the 2,295 retina specialists? 25 A. I looked at -- and -- depending upon	Page 65 1 (Recess taken.) 2 THE VIDEOGRAPHER: We're back on the 3 record. This begins Media Unit Number 2. We're 4 now on the record. The time is 11:15 a.m. 5 Please proceed, counsel. 6 MS. MAZZOCHI: Thank you. 7 BY MS. MAZZOCHI: 8 Q. Dr. Manning, we were at around Paragraph 9 28 of your declaration where you're talking about 10 the number of retina providers in the market. So 11 when you're assessing the market for anti-VEGF 12 agents for the eye, do you believe it's more 13 appropriate to focus on the 32 -- 3,329 retina 14 providers or should we focus more on the subset 15 of 2,295 retina specialists? 16 A. I -- as I believe I said previously, 17 there were -- there was not a way to segregate 18 the mar -- the -- the market for the purposes 19 that I was using -- for the purposes that I was 20 using the data I had, and so particularly for the 21 Medicare Part B for example, any ophthalmologist 22 -- we coded for any ophthalmologist to identify 23 those who were prescribing anti-VEGF therapies. 24 And so for that purpose, you know, if you were 25 -- that -- that distinction would not have

17 (Pages 62 - 65)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 17

Samsung Bioepis Exhibit 1077

Page 17

Page 66 1 entered into my analysis. 2 Q. So when it comes to marketing, do you 3 know whether Eylea's marketing is then targeted 4 towards ophthalmologists generally for the 5 retina -- 6 A. I don't know. 7 Q. -- for ret -- okay. All right. 8 Now, you do believe, though, that marketing is 9 something that can impact or contribute to a 10 product's success in the marketplace, correct? 11 A. Yes. 12 MS. MAZZOCHI: All right. Let's take 13 -- I'm going to ask the court reporter to hand 14 you Exhibit 2138. 15 (Previously marked Exhibit No. 2138 was 16 introduced electronically.) 17 BY MS. MAZZOCHI: 18 Q. And can you confirm that Exhibit 2138 is 19 the February 2013 ATU study? 20 A. It appears to be, yes. 21 Q. All right. And you relied on this in 22 connection with your opinions in this case? 23 A. I believe we cite to it, although many 24 of these documents look very similar, so I'd 25 would want to confirm that it's cited in my	Page 68 1 A. Yes. And the numbers you said again? I 2 didn't remember. I didn't hear. 3 Q. Around [REDACTED] by this point, or by 4 the time of this study, February 2013? 5 A. By the end of 2012 -- '12? 6 Q. Right. 7 A. You're adding the [REDACTED] and the [REDACTED]? 8 Q. Right. So that leaves [REDACTED] on 9 marketing expenses by that point, right? 10 A. Yes. It appears -- 11 Q. All right. And -- 12 A. Well, I should say it appears to be, 13 yes. 14 Q. All right. And they had [REDACTED] -- well, 15 it appears to be. I mean, you attested to the 16 accuracy and truthfulness of these numbers, 17 right? 18 A. Yes. 19 Q. All right. Now, you -- if [REDACTED] 20 of doctors are very familiar and [REDACTED] of 21 doctors in the target market are somewhat 22 familiar on the use of Eylea, why did Regeneron 23 need to keep spending so much more money on 24 external marketing expenses going forward? 25 MR. CAINE: Objection; form.
Page 67 1 report, but I believe so, yes. 2 Q. All right. If you can take a look at 3 this study on Page 8 of 53 in Exhibit 2138, it 4 indicates here that [REDACTED] of whoever they 5 were targeting was very familiar with Eylea and 6 [REDACTED] were somewhat familiar with Eylea, 7 right? 8 A. That's what the bar -- bar charts say, 9 yes. 10 Q. All right. And only [REDACTED] just knew 11 the name? 12 A. Correct. 13 Q. All right. And if we take a look at 14 your expert report, Exhibit D1, which is on Page 15 171 of 289, in your expert report Exhibit 2052, 16 it looks like by this point Regeneron had spent 17 around [REDACTED] on external expenses in 18 launching the product. Is that fair? 19 A. I'm sorry. Where are you reading, 20 specifically? 21 Q. Your Exhibit D1. 22 A. Yes. What -- so ask me again what 23 you're -- 24 Q. What you're calling the external 25 marketing expenses.	Page 69 1 THE WITNESS: What do you mean "why did 2 they need to"? 3 BY MS. MAZZOCHI: 4 Q. Well, if doctors are already familiar 5 with your product by 2013, why did they need to 6 spend another [REDACTED] in 2014 and then 7 [REDACTED] in 2015, [REDACTED] in 2016, et 8 cetera, to keep marketing the product? 9 A. Marketing is a -- a process that 10 involves a number of elements, one of which is 11 refamiliarizing or -- or keeping a target of your 12 marketing aware. I -- you know, I learned back 13 in graduate school that there's a quip about 14 marketing, as we were studying industrial 15 organization, that Mr. Wrigley, the -- at least I 16 think that's who the quip was attributed to -- 17 said, "I know that half of my marketing is 18 wasted, but I don't know which half." 19 So the notion is that advertising and 20 marketing and spreading information is something 21 that isn't just a one-and-done experience; 22 refreshing memories, reminding people about 23 studies that have just come out, helping doctors 24 know about various opportunities for education, 25 are all elements that would be part of the

18 (Pages 66 - 69)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881
Page 18
Samsung Bioepis Exhibit 1077
Page 18

Page 70 1 marketing campaign that wouldn't be -- it's not 2 sufficient just to tell everybody about it once 3 and be done. 4 I don't know if you remember the Census 5 advertising that went around. I just happen to 6 remember the 2000 Census was very, very heavily 7 advertised. I know about it because I was 8 working on it. In the -- at Pfizer one of my 9 assignments was to help coordinate Pfizer's 10 participation, or encouraging people at Pfizer to 11 be reminded of the Census, and we spent a lot of 12 time reminding people about the Census, even 13 though everybody knew about the Census. That 14 was -- 15 Q. Right. 16 A. -- simply an element -- an illustration 17 of the fact that marketing is not just a 18 one-and-done exercise. It is a -- a complex 19 process that requires spending over time, even to 20 people who already know about the product. It 21 doesn't say what they know about the product. 22 It just says, are you familiar or are you very 23 familiar? Yeah. I know about it. But is there 24 anything more you could learn? It doesn't ask 25 that question.	Page 72 1 marketing -- undertaking excessive marketing that 2 is causing people to buy this? And from my 3 assessment, this is not an excessive level of 4 marketing. 5 BY MS. MAZZOCHI: 6 Q. All right. But maybe we can get at it 7 this way. If you look at 2013, the amount spent 8 on external expenses is [REDACTED], right? 9 A. Yes. 10 Q. And then the next year [REDACTED], 11 right? 12 A. Yes. 13 Q. And the next year, [REDACTED]. True? 14 A. Yes. 15 Q. And the next year, [REDACTED] in 16 2016, right? 17 A. Yes. 18 Q. And in 2017, another -- they were up to 19 over a hundred -- [REDACTED] in external 20 expenses for marketing, right? 21 A. Yes. 22 Q. And then 2018, [REDACTED] in 23 marketing? 24 A. Yes. 25 Q. 2019, [REDACTED] in marketing?
Page 71 1 Q. Well, right. But I thought that your 2 whole point is, is you're trying to say that 3 marketing was not influential in terms of either 4 encouraging or reminding physicians to do that 5 because the eight-week treatment regimen was so 6 compelling. So that's my point. Is it that -- I 7 mean, why does a doctor need to be reminded 8 through marketing if, in fact, as you have 9 opined, the eight-week treatment method was so 10 compelling that it was the '338 patent that's 11 driving the commercial success, not marketing? 12 MR. CAINE: Objection; form. 13 THE WITNESS: I didn't say that 14 marketing wasn't important and wasn't helpful. 15 It -- it is. What I intended to say is what I 16 said in my report, is that the levels of 17 marketing expenditures that were done do not 18 explain the commercial success of the product to 19 the exclusion of the patented feature that I was 20 evaluating. In other words, the -- the -- the 21 exercise of evaluating commercial success 22 requires that one look for other explanations 23 for, well, if this product was successful, why 24 was it? Is it true that the patented feature was 25 not important and it was just because you were	Page 73 1 A. Correct. 2 Q. And then [REDACTED] in marketing for 3 2020? 4 A. Correct. 5 Q. And then by 2021, [REDACTED] spent 6 on marketing. And this is after the product's 7 been on the market for a decade. 8 A. Correct. 9 Q. Right. Okay. 10 Is this surprising to you that as more 11 money was spent on marketing, the gross sales 12 increased? 13 A. No. I mean, -- 14 Q. Okay. 15 A. -- marketing and sales are very often 16 tied to each other in a somewhat formula-like 17 manner. In fact, what I find most interesting 18 about that series of numbers that you read is 19 they are a small share of sales. You know, the 20 sales are [REDACTED] -- almost [REDACTED] by 21 2021. 22 To spend that amount of money that is 23 spent on external expendi -- expenditures for 24 that size of a product doesn't strike me as 25 unusual at all.

19 (Pages 70 - 73)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881

Page 19

Samsung Bioepis Exhibit 1077

Page 19

Page 74 1 Q. Really? Well, if there's around 3,300 2 doctors in the United States doing retinal care 3 with anti-VEGF drugs, and you're tell -- you're 4 looking at, I believe it's around [REDACTED] 5 that Regeneron spent on the external expenses, 6 that's over [REDACTED] of marketing expenses per 7 doctor -- or per retinal specialist over the last 8 10 years. Can you think of any other situation 9 where that amount of money has been spent per 10 doctor? 11 A. I've not considered that. I -- I 12 haven't looked at other situations. 13 Q. All right. And even if we look at 14 2021, we have a [REDACTED] external expenses in 15 marketing spend. That's over [REDACTED] in 16 marketing per retinal doctor in the United 17 States. Can you identify for me any other 18 instance where you've had that degree of 19 marketing spend per doctor in the field? 20 A. I have not evaluated that. 21 Q. Let's get back to Exhibit 2132, and I'd 22 like to take a look at that page again of 53 in 23 the exhibit. This percent aware of the Eylea 24 medication, you can't say one way or the other 25 whether they are -- whether they like or	Page 76 1 referring to on this slide again? 2 Q. Sure. So the one that says Percent 3 Treated Eyes On Dosing Schedule, and then it has 4 Eylea, Avastin, Lucentis. Do you see that? 5 A. The bar chart that's on the left, yes. 6 Q. All right. And it says [REDACTED] of 7 patients on Eylea were being dosed monthly 8 followed by a fixed interval, right? 9 A. Correct. 10 Q. And you can't say sitting here today 11 whether that particular treatment schedule 12 complies with the '338 patent or not? 13 A. I don't have any information about that, 14 right. 15 Q. Okay. And then the [REDACTED] of 16 treated eyes on the -- that were treated with 17 Eylea, monthly until dryness attained then 18 treatment extends, you don't know whether any of 19 that is actually compliant with the '338 patent's 20 dosing requirements, right? 21 A. I see that as somewhat ambiguous. I 22 don't really know what is meant by "then treat 23 and extend." So, yeah, I don't see that that 24 conveys information about the eight-week 25 interval.
Page 75 1 appreciate or are aware of Eylea because it can 2 be dosed every eight weeks, right? 3 MR. CAINE: Counsel, I think you said 4 Exhibit 2132, and I'm just searching my stack. 5 MS. MAZZOCHI: I'm sorry, 2138, the one 6 we were talking about. 7 MR. CAINE: Okay. Can you give the page 8 again? Page 8? 9 MS. MAZZOCHI: Eight. 10 MR. CAINE: Okay. 11 THE WITNESS: I'm sorry. I don't -- I 12 don't know the question. 13 BY MS. MAZZOCHI: 14 Q. Okay. When it comes to these doctors 15 familiar with -- who are very familiar with 16 Eylea, that doesn't necessarily mean they like or 17 are prescribing the product on this eight-week 18 dosing schedule in the '338 patent, right? 19 A. There's no information here about their 20 prescribing patterns. 21 Q. Okay. If you take a look at Slide 22 Number 15, this has the graphic survey how Eylea 23 was used at the start of a dosing schedule. Do 24 you see that? 25 A. Which -- can you clarify what you're	Page 77 1 Q. Likewise, when we look at the [REDACTED] 2 "monthly until dryness attained, then PRN," you 3 can't tell me that any of those patients are 4 actually compliant with the '338 patent dosing 5 schedule, right? 6 A. Well, I -- again, I'm not going to opine 7 about the -- the patent and its dosing schedule 8 other than to -- to focus on the eight-week 9 dosing. And I do not see the -- anything there 10 that would tell me what is represented there with 11 regard to the dosing schedule. 12 Q. Well, now let's look at the chart that's 13 on the right, Percent Eyes on Fixed Dosing 14 Interval Dose. 15 Do you see that? 16 A. Yes. 17 Q. All right. So the -- it looks like [REDACTED] 18 [REDACTED] of Eylea eyes are actually being dosed on 19 a monthly dosing schedule, right? 20 A. In that box, yes. 21 Q. Okay. And you didn't exclude that [REDACTED] 22 [REDACTED] of sales from your commercial success 23 analysis? 24 A. That's correct. In fact, as I had said 25 before, my observation from this slide and others

20 (Pages 74 - 77)

Page 78 1 like it, is that the most common treatment 2 interval is eight weeks or more. 3 Q. All right. And -- but what you're 4 calling the most common treatment interval of 5 every eight weeks, that's only clocking in at 6 [REDACTED] on a fixed dosing schedule, right? 7 A. It does say [REDACTED] are -- are dosed 8 at every eight weeks or more, yes. 9 Q. Right. And then [REDACTED] are dosed 10 monthly, according to this chart, right? 11 A. Yes. 12 Q. And then [REDACTED] were dosed with Eylea 13 every five weeks? 14 A. Yes. 15 Q. And according to this chart in Exhibit 16 2138, Page 15, [REDACTED] of Eylea doses are 17 being given every six to seven weeks. True? 18 A. That is -- that appears to be what it 19 is, although that's a little unclear. It's 20 probably [REDACTED] but I can't tell for sure. It might 21 be [REDACTED], because it's overwritten by the [REDACTED] below 22 it -- that's right below it. 23 Q. Right. But if we add all this up, it 24 looks like a majority of Eylea users are not 25 being dosed every eight-plus weeks. Fair?	Page 80 1 was to observe that Eylea has a dosing advantage 2 relative to Lucentis and Avastin, and that that 3 is a unique characteristic that, from an economic 4 perspective, tells an economist that, given that 5 the clinical evidence as based on the -- as 6 reflected in the FDA label shows the 7 noninferiority of Eylea to Avastin -- or, sorry, 8 to Lucentis -- that's a distinguishing factor, 9 and that that factor, then, drives the -- given 10 that that's the primary or maybe the only 11 distinguishing factor, it -- that -- that's 12 reason to -- to identify that factor as the 13 -- the source of -- of demand for the product. 14 Q. Right. But if we look at the main -- if 15 we look at the previous page in Exhibit 2138, 16 Page 14 of 15, if we look at Avastin, the main 17 reason doctors identified as to why they would 18 not choose that treatment for their patient is 19 because it's not FDA-approved, right? 20 A. Right. 21 Q. Okay. Only [REDACTED] said dosing 22 period/administration, true? 23 A. Correct. 24 Q. And if we look at Lucentis, only [REDACTED] 25 [REDACTED] of newly diagnosed, [REDACTED] of
Page 79 1 A. It -- I think the -- the relevant 2 observation is that eight weeks is the most 3 common dosing schedule, and there are other 4 charts like this in other slide decks that have a 5 similar characteristic, and some of those do have 6 greater than [REDACTED] in eight weeks or more 7 over time. 8 Q. Right. But this is just looking at all 9 of the VEGF treated eyes, and in that instance, 10 the every eight-plus weeks dosing regimen is no 11 high -- is not higher. It's [REDACTED], right? 12 A. That is what it looks to say, yes. 13 Q. All right. Now, you also have on here 14 that Avastin is being dosed every eight-plus 15 weeks. 16 Do you see that? 17 A. I do. 18 Q. All right. So when you were trying to 19 assess how much better Eylea was doing relative 20 to Avastin or acquisition market share or 21 anything along those lines, did you try to just 22 compare Eylea versus Avastin at the eight-week 23 mark or were you just looking at the entire 24 market share? 25 A. As I've said before, the process I used	Page 81 1 previously diagnosed, said that their dosing 2 period for administration was the reason why they 3 would not prescribe Lucentis, right? 4 A. The main reason, yes. 5 Q. Okay. So if it's -- so if it's only 6 [REDACTED] of people, to give you the biggest 7 number, who identify a dosing period as to why 8 they would not choose Lucentis, why are you 9 assigning 100 percent of the supposed Eylea 10 commercial success to the dosing method of the 11 '338 patent? 12 THE WITNESS: I'm sorry. We have 13 something on the screen that's interrupting 14 your -- somebody's trying to get into the 15 meeting. 16 THE VIDEOGRAPHER: Vinny Lee? 17 THE WITNESS: Yes. 18 THE VIDEOGRAPHER: Someone named Vinny 19 Lee. 20 MR. MARX: Who? Vinny Lee? Yes. She 21 represents Mylan. 22 THE WITNESS: I'm sorry. I'd like you 23 to ask the question again, if you would? 24 MS. MAZZOCHI: Sure. 25 BY MS. MAZZOCHI:

21 (Pages 78 - 81)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881
Page 21
Samsung Bioepis Exhibit 1077
Page 21

Page 82 1 Q. Dr. Manning, you have repeatedly stated 2 that you think that the reason why people were 3 choosing Eylea over Lucentis has to do with the 4 dosing period and that's why you've ascribed a 5 hundred percent of the Eylea sales to your 6 commercial success analysis, but how can you 7 reach that conclusion when only [REDACTED] max 8 of Lucentis doctors were identifying the dosing 9 period as the main reason why they wouldn't 10 choose Lucentis as their treatment? 11 MR. CAINE: Objection; form. 12 THE WITNESS: Just to be clear, I would 13 say that I -- I would not ascribe 100 percent of 14 commer -- of Eylea's success to that. What I've 15 said is it is an important driver, and it is the 16 only distinguishing characteristic that, based on 17 analysis -- on reading the FDA label, that 18 distinguishes Eylea from Lucentis. 19 BY MS. MAZZOCHI: 20 Q. Well, okay. But when the data actually 21 shows that the reason why doctors are rejecting 22 Lucentis has nothing -- you know, very few of 23 them are identifying the dosing period and 24 administration, and are instead, you know, 25 focusing on cost, how -- how can you actually	Page 84 1 treatment interval. And when only [REDACTED] of 2 doctors identify that as a reason not to 3 prescribe Lucentis, how can you make that math 4 line up? 5 A. Because asking doctors why they would 6 not prescribe a different product that is on a 7 treatment interval that they are already very 8 familiar with doesn't ask the same question, 9 in my mind. The question is why would you not 10 choose Lucentis? Well, the cost. And it doesn't 11 ask what my second choice is. It asks what my 12 main reason is, and cost is the main reason. So 13 a small -- 14 Q. Right. But if there's -- but if 15 there's multiple reasons why doctors might reject 16 Lucentis, then doesn't -- I mean, that kind of 17 -- then that means that there's multiple things 18 that could have a nexus to a -- to a prescription 19 choice, right? 20 MR. CAINE: Objection; form. 21 THE WITNESS: Well, the question I was 22 asked to analyze is whether or not the eight-week 23 dosing shows a nexus to the commercial success of 24 the product, and my opinion is that it -- it 25 does.
Page 83 1 support that? 2 A. Well, this is a -- one question about a 3 limited set of issues. I mean, what is the most 4 important reason you would not -- the main reason 5 you would not choose a treatment? Well, for 6 Lucentis it's cost, for Eylea it's cost, so those 7 are the more expensive products in the category. 8 That -- that doesn't tell me that the treatment 9 interval is not better, or that treatment 10 interval is not valued. 11 Q. Okay. But it's pretty low on the list. 12 I mean, it ranks behind cost, cost to patient and 13 insurance, right? 14 A. Well, it was the standard of -- it was 15 the predominant treatment interval at the time, 16 or before Eylea came along. So I guess I -- I 17 don't see that as -- as doctors not saying 18 that the longer treatment interval wasn't 19 helpful: What I see that as saying is that, you 20 know, I don't see this treatment interval as a 21 main reason not to prescribe. 22 Q. Right. But your whole commercial 23 success nexus theory hinges on the notion that 24 all -- that these Eylea sales and all of this 25 growth is being driven by the eight-week	Page 85 1 BY MS. MAZZOCHI: 2 Q. Right. But your rationale for that is 3 because you've seen in the data that doctors are 4 choosing Eylea, not Lucentis, right? 5 A. No. I have a multi -- I have more -- my 6 report describes a number of rationales for that. 7 On the one hand, Dr. Do has indicated that that 8 is the standard that is a common approach, it's 9 her approach that once they've completed the 10 loading doses that it is common, it is typical to 11 go to eight-week dosing. The -- this slide deck 12 we're looking at shows that eight week -- eight 13 weeks is the most common dosing interval. 14 Now, I also discuss in my report that 15 there are reasons why a lower dosing schedule 16 would be used for some patients, and, in fact, 17 the FDA label says that some patients may require 18 monthly dosing of Eylea. Those do not obv 19 -- those do not obviate the fact that eight-week 20 dosing was an important driver; it is the key 21 distinguishing factor. And that is -- that's the 22 main point of my analysis, is to identify that 23 eight weeks is a differentiating factor. Dr. Do 24 identifies the eight-week dosing as typical. The 25 -- the survey responses show that eight weeks or

22 (Pages 82 - 85)

Page 86 1 longer is the most common utilization, and 2 economic theory tells you that a product with a 3 less-frequent dosing interval in this case would 4 be desirable, desired, demanded by the market. 5 Q. Well, if you take a look at Page 16 of 6 Exhibit 2138, it still has -- well, it's looking 7 at the number of weeks between monitoring visits 8 following the initial loading dose, right? 9 A. The bottom panel? 10 Q. Yep. 11 A. It does say the number of weeks between 12 monitoring visits, yes, following the initial 13 loading dose. 14 Q. Right. And the majority there is at 15 four weeks, right, for Eylea? 16 A. Yes. Well, -- 17 Q. And the next one is [REDACTED] -- 18 A. Well, I wanted to correct my -- I 19 wouldn't say majority. The largest number is 20 [REDACTED], yes, at four weeks. 21 Q. Oh, well, let's call it the most common. 22 A. Okay. 23 Q. The most common number of weeks between 24 monitoring visits for Eylea was four weeks, 25 right?	Page 88 1 Q. Well, I thought you had indicated that 2 one of the reasons why this eight-week treatment 3 re -- regimen -- there was a need for this 4 eight-week treatment regimen is because it would 5 make it easier for patients to comply, people 6 in rural areas might not be able to travel 7 frequently for monthly visits. 8 A. Yes. 9 Q. But it looks like [REDACTED] of people 10 are already traveling to their doctors for 11 monthly visits on Eylea, right? 12 A. But [REDACTED] and [REDACTED] are 13 traveling for the other products, and [REDACTED] 14 are traveling only seven weeks or more. So 15 that's the point, is that this product offers an 16 opportunity to a substantial share of the patient 17 population that the other products do not. 18 So it doesn't have to be -- 19 Q. [REDACTED] -- 20 A. It doesn't have to be everybody. And as 21 I've said, there are reasons why for the other 22 conditions, or for patients who have particularly 23 difficult disease, they might need to be seen 24 more frequently. They might need to be treated 25 more frequently, as indicated in the FDA label.
Page 87 1 A. Yes. 2 Q. And then the next most common was 3 seven-plus weeks? 4 A. Yes. But I think that's -- and I think 5 that's the differentiating factor here, is that 6 for none of the other -- neither of the other 7 products is a seven-plus week monitoring interval 8 large at all, whereas for Eylea it's [REDACTED], 9 much larger than for any other product. 10 So I also -- I'm not sure what this 11 slide means -- 12 Q. Well, isn't -- 13 A. What is the typical -- sorry. Let me -- 14 if I may? 15 What is the typical number of weeks 16 between monitoring visits following the initial 17 loading dose? Yeah, I'm not sure that -- that 18 language is clear to me. 19 Q. All right. Well, if patients are -- if 20 [REDACTED] of patients are visiting their doctor 21 every four weeks on Eylea for a monitoring visit 22 anyways, doesn't that start to undercut the 23 supposed value of the eight-week treatment 24 regimen? 25 A. No.	Page 89 1 But it is not -- not inconsistent; in fact, I 2 think it supports my argument -- my conclusion 3 that there's a differentiation in the seven-plus 4 weeks that a large share of people cannot go to 5 the doctor as frequently as they would had they 6 been using one of the other therapies. 7 Q. Okay. And you haven't -- but you 8 haven't been able to tie that [REDACTED] at the 9 seven-plus week mark to any sales growth that 10 occurred in 2013 as compared to 2012, or previous 11 years, right? 12 A. That's right. The data are not 13 sufficiently granular to allow that. 14 Q. Okay. Is there any data out there that 15 would be sufficiently granular to allow that? 16 A. Not that I'm aware of. 17 MS. MAZZOCHI: Let's take a -- I'd like 18 you to take a look at Exhibit 2197. 19 (Previously marked Exhibit No. 2197 was 20 introduced electronically.) 21 BY MS. MAZZOCHI: 22 Q. Let me know when you have that. 23 A. I have it. 24 Q. All right. Can you confirm that Exhibit 25 2197 is a benchmark study that Regeneron had

23 (Pages 86 - 89)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881
Page 23
Samsung Bioepis Exhibit 1077
Page 23

Page 90 1 performed shortly before the launch of Eylea? 2 A. That's what it says on it. Well, it was 3 performed in September of 2011, and it is called 4 the Benchmark Wave. 5 Q. Right. And the product wasn't approved 6 until, I believe, November of 2011, right? 7 A. Yes. 8 Q. Okay. Now, one of the things that you 9 cite -- you've cited in your declaration and 10 you've reiterated here today that you believe 11 that this reduction in dosing was an important 12 benefit. I'd like you to take a look at Exhibit 13 2197, Page 2, Bullet Point 4. Let me know when 14 you have that. 15 A. Okay. 16 Q. All right. So it says, and this is -- 17 this is in your declaration, you put in your 18 declaration that previous -- that the research 19 had indicated that patients using reduction in 20 dosing as an important benefit and then added 21 dot, dot, dot. And if we continue on in this 22 citation, what -- the part you left out in your 23 declaration says, "However, physician research 24 has revealed that retina specialists do not 25 necessarily follow a regular dosing protocol.	Page 92 1 Q. And if we take a look at Page 4 in 2 Exhibit 2197, when they assess doctors, one of 3 the things that differentiated Avastin from 4 Lucentis was that doctors perceived Avastin had 5 an eight-week therapeutic effect. True? 6 A. Remind me which particular -- just so I 7 know what you're -- what bullet are you referring 8 to? 9 Q. The second bullet point on Page 4, 10 Exhibit 2197. The key finding of this doctor 11 market survey includes that a differentiator 12 between Avastin and Lucentis is that Avastin 13 has an eight-week therapeutic effect, right? 14 A. I see that it says that, yes. 15 Q. Okay. So if doctors were already 16 perceiving that Avastin had an eight-week 17 therapeutic effect, that wouldn't necessarily be 18 a differentiator, then, between Eylea and 19 Avastin, right? 20 A. If there are doctors who believe that, 21 that would not be a differentiator, but I don't 22 believe they would have any -- I mean, I'm not 23 aware of any label. There's certainly not a 24 label for Avastin approved by the FDA for use 25 in -- in these conditions. And so --
Page 91 1 Rather, they may use an as-needed basis thereby 2 negating some of the benefits of Eylea's dosing." 3 Do you see that? 4 A. I do. 5 Q. All right. And so when it comes to 6 who's making these prescribing decisions, it's 7 certainly going to be driven by the physicians, 8 right? 9 A. In my experience, physicians and 10 patients make those decisions together. 11 Q. All right. What do you understand this 12 to mean, that because physicians want to use the 13 product on an as-needed basis, that's thereby 14 negating some of the benefits of Eylea's dosing? 15 A. That they're identifying that some 16 patients may not use, or some doctors might not 17 use it on the eight week base -- on the 18 eight-week interval. 19 Q. All right. 20 A. I would emphasize the word "some." 21 Q. Sure. 22 And, again, you haven't attempted to 23 quantify for commercial success purposes what 24 that percentage of "some" is, right? 25 A. That's correct.	Page 93 1 Q. Well, that's a bit of a cop-out, right, 2 because you know that that's not going to exist 3 because it's an off-label use. 4 A. I don't think it's a cop-out. 5 Q. So maybe we can get at it this way. 6 You haven't -- you can't decide -- or -- well, 7 what evidence, if any, do you have that doctors 8 perceive that Avastin will not have an eight-week 9 therapeutic effect analogous to what Eylea can 10 achieve? 11 A. I would point to Dr. Brown's review of 12 -- now, there is no clinical trial history for 13 Avastin, but there is for Lucentis, where there 14 have been a number of efforts to demonstrate a 15 longer dosing interval for Lucentis that had 16 failed. And so -- and, you know, there are 17 -- there are some -- as we've seen, there are 18 some doctors who do use it on an eight-week 19 interval, but it's not the predominant, it's not 20 the most common interval. And, again, I don't 21 think -- you know, the fact that some might be 22 able to use it for -- on an eight-week interval, 23 or some other interval, is not surprising to me 24 because there's variation around -- there's 25 variation in patient population. Some people

24 (Pages 90 - 93)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881
Page 24
Samsung Bioepis Exhibit 1077
Page 24

Page 94 1 might be able to have once-and-done, who knows, 2 if they have a condition that can be treated by 3 one injection and then they're -- they're -- they 4 don't need further treatment, or if they only 5 need treatment rarely, those patients might 6 be -- would fall into the category of a longer 7 dosing interval even though they wouldn't be 8 representative of the typical experience. So I 9 don't -- 10 Q. Well, I mean, you have -- 11 MR. CAINE: Counsel, please let the 12 witness finish his answer. 13 MS. MAZZOCHI: I thought he was -- I 14 thought he was finishing. 15 THE WITNESS: I'm sorry. I don't find 16 it -- I was just going to say I don't find it 17 surprising that some doctors might believe that 18 there's an eight-week interval because they might 19 have patients for whom that's true. That does 20 not -- that does not reflect the general -- that 21 does not reflect the label, at least as compared 22 to Avastin and Lucentis -- sorry, Lucentis and 23 Eylea. 24 BY MS. MAZZOCHI: 25 Q. Right. But the -- but in terms -- in	Page 96 1 regimen itself? 2 MR. CAINE: Objection; form. 3 THE WITNESS: That's a complicated 4 question. It is important to me that the FDA 5 label is based on clinical evidence that stands 6 up to a rigorous analysis. 7 I don't know what evidence doctors 8 would use to determine that Avastin works on an 9 eight-week interval, but I would say that the 10 -- you know, the evidence that I've looked at, 11 as we've reviewed here, shows that it's far more 12 common for doctors to use Avastin -- or Lucentis 13 on -- sorry, Eylea on the eight-week interval 14 than it is to use either Avastin or Lucentis on 15 that interval. 16 Again, there might be some patients 17 where doctors who have a patient population for 18 whom they find that accurate. I don't think 19 there is evidence that that's typically -- I've 20 not seen any evidence to suggest that that's 21 typical, and Dr. Do and Dr. Brown, whose 22 statements I would refer you to, wouldn't be 23 consistent with the notion that Avastin is just 24 as frequently dosable on eight weeks. 25 BY MS. MAZZOCHI:
Page 95 1 terms of why doctors might be prescribing Eylea 2 as opposed to Avastin, it wouldn't have anything 3 to do with the identification of an efficacious 4 eight-week dosing period. It would simply be 5 because one is on an FDA-approved label and the 6 other is not, right? 7 MR. CAINE: Objection; form. 8 THE WITNESS: I couldn't draw that 9 conclusion. I mean, I -- yeah, you're asking -- 10 BY MS. MAZZOCHI: 11 Q. Because you're not [audio dropped] -- 12 A. I'm sorry. I didn't hear you. 13 Q. Because you're not qualified to draw 14 that conclusion? 15 A. Ask the question again, please. 16 Q. Sure. 17 In talking about the nexus, if you know 18 that you have doctors who will prescribe Avastin, 19 with an eight-week therapeutic effect, and you 20 are -- you also have Eylea, with an eight-week 21 therapeutic effect, you can't rule out the 22 possibility that what's driving any switch from 23 Avastin to Eylea is merely because the FDA has 24 blessed the eight-week treatment regimen in a 25 label, not because of the eight-week dosing	Page 97 1 Q. Well, take a look at Slide Number 12, 2 which is Page 12 of Exhibit 2197. This is the 3 page titled Number of Annual Injections Avastin 4 and Lucentis years one and two, right? 5 All right. Now, for Avastin, year one, 6 [REDACTED] doses are given each year on average, right? 7 A. That's what it says. 8 Q. All right. And that would be consistent 9 with three months of monthly doses and then five 10 doses every nine months for the rest of the year, 11 right? 12 A. Five doses every nine months? 13 Q. Right. 14 A. I don't understand that. 15 Q. Well, if you take [REDACTED] and subtract out 16 [REDACTED] doses that were given monthly, if we were 17 to assume we started in January, and by the time 18 you get to April through the rest of the year, 19 there would be about [REDACTED] doses on average, let's 20 round it up to [REDACTED] given for that remaining nine 21 months, right? 22 A. Okay. I didn't understand that's what 23 you were saying before. 24 Q. Right. 25 A. Right.

25 (Pages 94 - 97)

Page 98 1 Q. Okay. And if we look at the Avastin 2 dosing in Year 2, they've got [REDACTED] doses for 3 Year 2, correct? 4 A. Yes. 5 Q. That would be consistent with eight-week 6 dosing, or an even longer treatment interval, 7 right? 8 MR. CAINE: Objection; form. 9 THE WITNESS: You know, I -- I have not 10 evaluated the underlying data here, so I don't 11 know exactly what is being measured, whether 12 those patients were in -- observed for the entire 13 year. But I would go back to the observation 14 that the most frequent dosing is not eight weeks 15 or more for either Avastin or Lucentis. It is 16 for Eylea. 17 BY MS. MAZZOCHI: 18 Q. Right. But if you look at the question 19 that people were asked, it was, on average, how 20 many injections do your patients on Avastin 21 receive in Year 1 and in Year 2 of treatment. 22 And if we're looking at Year 2 of treatment at 23 [REDACTED] for Avastin, that has to be, on average, 24 every two months, if not a little bit longer, 25 right?	Page 100 1 good, although awareness of brand name Eylea is 2 much lower. Overall it is perceived as effective 3 but costly and not especially different relative 4 to current treatments. 5 Do you see that? 6 MR. CAINE: Object to the form of the 7 question. Mischaracterizes the document. 8 THE WITNESS: I do see that the words 9 are written as you said them, yes. 10 BY MS. MAZZOCHI: 11 Q. Okay. And now to the extent that they 12 are talking about strength, one of them is an 13 eight-week effect, fewer office visits, half-life 14 and its ability to gain and maintain acuity, 15 right? 16 A. Yes. 17 Q. All right. Now, let's take a look at 18 the fifth bullet point. To the extent there were 19 any drivers for earlier Eylea adoption, the 20 metrics that drove Eylea adoption were gaining 21 and maintaining acuity, predicting dosing 22 intervals, half-life, eight week effect and fewer 23 office visits, right? 24 A. Yes. 25 Q. All right. Now, half-life, do you have
Page 99 1 MR. CAINE: Objection; form. 2 THE WITNESS: There is no information 3 about the distribution of that use here on this 4 slide. I would go back to the -- the slide 5 you've talked about on the other -- in the other 6 exhibits that show the -- the most frequent or 7 the dosing interval for the different products, 8 where, as I've said before, Eylea is dosed most 9 frequently, most commonly, at eight weeks or more 10 and Avastin and Lucentis are not. And, also -- 11 BY MS. MAZZOCHI: 12 Q. Right. And then they try to get at that 13 data a different way, and when they asked 14 doctors, on average, how often are you dosing, 15 they came out with [REDACTED] doses per year in year 16 two, right, -- 17 A. That's what it appears -- 18 Q. -- for Avastin? 19 A. That -- that is what it says here, yes. 20 Q. All right. And then let's take a look 21 at -- let's go -- I'm sorry, let's go back to 22 Page 4 of Exhibit 2197. And take a look at the 23 fourth bullet point, and this initial benchmark 24 study determined that the awareness of VEGF 25 Trap-Eye -- I'm referring to aflibercept -- is	Page 101 1 an understanding as to what the half-life is? 2 A. I know what half-life means. I don't 3 know what specific half-life data they're talking 4 about in this pro -- with this product. 5 Q. Okay. But half-life is usually 6 referring to how long the molecule can stick 7 around in your system, right? 8 A. Yeah. How long it takes for the -- your 9 body to absorb or metabolize half of the 10 administered dose. 11 Q. Right. And that's a property of the 12 molecule itself, right? 13 A. It might also be affected by other 14 things. I don't know -- in this case, I don't 15 know exactly. 16 Q. All right. Let's take a look at Page 16 17 in Exhibit 2197. And, again, this is in 18 September of 2011 before Eylea even launched. 19 And it says, "Nearly [REDACTED] retina specialists 20 are very or somewhat familiar with VEGF Trap-Eye 21 as are nearly [REDACTED] with Eylea." Do you see 22 that? 23 A. I see that. 24 Q. All right. So, again, this is before 25 any significant external marketing expense has

26 (Pages 98 - 101)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 26

Samsung Bioepis Exhibit 1077

Page 26

Page 102 1 occurred with regard to Eylea. You already have 2 a large number of physicians who are either 3 familiar with the drug itself or with Eylea, 4 right? 5 A. Yes. 6 Q. If we look on Page 18 of Exhibit 2197, 7 according to this 2011 benchmark survey of 8 retinal specialists, [REDACTED] said that 9 efficacy is what they believed was the key 10 benefit of Eylea, right? 11 A. That's what it says, yes. 12 Q. Okay. And efficacy is something 13 independent of a dosing schedule, right? 14 A. You know, efficacy is a medical term. 15 You know, to the lay -- layman it might be 16 independent. I don't know for sure medically 17 whether or not you could distinguish the two that 18 cleanly. I -- 19 Q. Well, they did in a survey, right? They 20 differentiated between efficacy and dosing 21 schedule? 22 A. Yes. They're ask -- asking doctors who 23 responded. I don't know exactly how doctors 24 would -- would think of those things together or 25 separately. My -- my -- I can imagine a world	Page 104 1 in a doctor's mind. A product can be more 2 efficacious if patients are able to use it more 3 according to plan. So it's not entirely clear 4 that they can be separated as neatly as -- as 5 that. 6 Q. Well, if we take a look at the next 7 page, Exhibit 2197, Page 19, the heading says, 8 "Despite these efficacy and dosing benefits, 9 Eylea is not seen as incredibly different from 10 current treatments by most." Do you see that? 11 A. I do. 12 Q. All right. 13 A. But I would also mention that that's 14 before the marketing has been done. So part -- 15 part of marketing is educating physicians about 16 the characteristics of your product. So what 17 this says to me is that this is a pre -- as it 18 says, a prelaunch assessment. 19 Q. All right. And if -- let's see. Let's 20 take a look at Page 31 in Exhibit 2197. 21 Now, here again, doctors were asked 22 about what would drive them to use Eylea, and the 23 first thing that was on their list was, "gains 24 and maintains visual acuity over time," right? 25 A. Yes.
Page 103 1 where efficacy and dosing schedule are closely 2 related. 3 Q. Okay. But in the context of conducting 4 your commercial success analysis and your nexus 5 analysis in this case, you haven't differentiated 6 between any sales growth or market share that was 7 driven by efficacy as opposed to dosing schedule, 8 right? 9 MR. CAINE: Objection; form. 10 THE WITNESS: I have observed that 11 dosing schedule is an important driver, not the 12 only driver, and that that dosing schedule is 13 -- there's a nexus between the product's success 14 and the dosing schedule. So the fact that the 15 dosing schedule is mentioned here is important. 16 The fact that efficacy is mentioned here is not 17 surprising. Those are both good things. 18 BY MS. MAZZOCHI: 19 Q. Right. And you can't say sitting here 20 today that efficacy is not the most important 21 driver when doctors are making prescribing 22 decisions, as opposed to dosing schedule, right, 23 to the extent it's led to any significant sales 24 growth in Eylea sales? 25 A. I think they are conceivably intertwined	Page 105 1 Q. And then second was, "has predictable 2 dosing intervals," right? 3 A. Yes. 4 Q. Third was "long half-life"? 5 A. Yes. 6 Q. But then, "maintains therapeutic effect 7 for eight weeks" only clocked in in sixth place, 8 right? 9 A. It is there, yes. 10 Q. All right. And then, "maintains 11 therapeutic effect for 12 weeks," that was 12 ranked, by my count, Number 17 in terms of 13 importance, right? 14 A. Right. 15 Q. And some of these things, again, 16 like long half-life, that's a property of the 17 molecule, right? 18 MR. CAINE: Objection; form. 19 THE WITNESS: Yeah. I -- I'm not a 20 technical expert to know what actually drives the 21 half-life. 22 BY MS. MAZZOCHI: 23 Q. Well, it has a novel mechanism of 24 action, which was listed as eighth most 25 important, that was -- that's the property of the

27 (Pages 102 - 105)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 27

Samsung Bioepis Exhibit 1077

Page 27

Page 106 1 molecule itself, right? 2 MR. CAINE: Objection; form. 3 THE WITNESS: Again, I -- you know, I 4 would want to be -- ask -- want to ask -- have 5 you ask a physician or technical expert about 6 that. 7 BY MS. MAZZOCHI: 8 Q. Well, "low incidence of ocular events," 9 which clocked in 4th; "low incidence of arterial 10 thromboembolic events," which clocked in, 9th; 11 "low risk of other systemic events," which 12 clocked in 11th, those are all relating to 13 side effects, right? 14 A. It sounds like they are, but, again, 15 I -- I don't want to talk about medical issues of 16 which I'm not trained to evaluate. 17 Q. Well, and you haven't assessed whether, 18 then, those pertain to the molecule or to 19 something else that could be, again, discouraging 20 or encouraging physicians to make prescribing 21 decisions for Eylea? 22 A. I'm sorry. You cut out halfway through 23 that. 24 Q. Sure. When it comes to these side 25 effect issues, you haven't assessed whether they	Page 108 1 Q. On this slide, there's nothing in here 2 that is actually specifically laying out the 3 method of the '338 patent, which has an initial 4 dose followed by a second monthly dose and then 5 followed by a tertiary dose every -- on this 6 8- to 12-week schedule, right? 7 A. There is a point that says maintains 8 therapeutic effect for eight weeks, another that 9 says maintains therapeutic effect for 12 weeks; 10 those are both referenced on the label. I 11 haven't -- I don't have a legal opinion about the 12 patent and what -- what constitutes adherence 13 with its claims. 14 MS. MAZZOCHI: Okay. Let's go ahead and 15 take a break. Do you just want 10 minutes or do 16 you need longer, Dr. Manning? 17 MR. CAINE: Well, so we'll probably 18 take a lunch break at this point. 19 THE VIDEOGRAPHER: Go off the record? 20 MR. CAINE: Before we do, though, 21 because we've been talking about Exhibit 2197 22 and 2138, I'm going to designate the transcript 23 confidential, and we can, of course, work with 24 you to refine the portions that actually need to 25 be kept confidential, as opposed to the rest of
Page 107 1 relate to the molecule's performance or the 2 dosing schedule, right? 3 A. I have not. 4 Q. Okay. But if they relate to the 5 molecule itself and they are driving pre -- 6 physician prescribing behavior, again, you 7 haven't tried to account for that as a reason why 8 doctors may be prescribing Eylea more frequently 9 than Aventus -- I'm sorry -- than Avastin or 10 Lucentis, right? 11 MR. CAINE: Objection; form. 12 THE WITNESS: I -- I have not. There 13 was no particular mention in the label of an 14 unusual side effect -- side effect profile for 15 Eylea. So I did consider it, but I didn't 16 observe any substantial difference. 17 BY MS. MAZZOCHI: 18 Q. Right. Let's take a look at the slide 19 that's at Page 36 of Exhibit 2197. 20 A. And just to give you a heads-up, I 21 wouldn't mind a break sooner -- sooner than 22 later. 23 Q. Okay. Let's finish up this slide and 24 then we'll break. 25 A. Okay.	Page 109 1 it which, likely, does not. 2 MS. MAZZOCHI: That's fine. 3 MR. CAINE: Why don't we go off the 4 record? 5 THE VIDEOGRAPHER: The time is 12:15 6 p.m. This completes Media Unit Number 2. We're 7 now off the record. 8 (Recess taken.) 9 THE VIDEOGRAPHER: The time is 12:27 10 p.m. This begins Media Unit Number 3. We're now 11 on the record. 12 Please proceed, Counsel. 13 MS. MAZZOCHI: Thank you. 14 Dr. Manning. I'm going to ask the court 15 reporter to hand you a document that has been 16 identified by Regeneron as Exhibit 2278. 17 (Previously marked Exhibit No. 2278 was 18 introduced.) 19 BY MS. MAZZOCHI: 20 Q. And for the record this is a 21 September 2021 Wave 1 2021 performance update 22 Wet AMD, DME, MEfRVO DR without DME. 23 A. That is what it says on it. 24 Q. All right. And you reviewed this in 25 connection with your report in this case?

28 (Pages 106 - 109)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 28

Samsung Bioepis Exhibit 1077

Page 28

Page 110 1 A. It looks like things that I did. I 2 would have to check to make sure that the exhibit 3 number matches, but I believe I did. 4 Q. Let's start by jumping to Page 55 in 5 Exhibit 2278. 6 Do you have that? 7 A. Yes. 8 Q. All right. And can you confirm that 9 Avastin has the largest projected market share 10 for new eyes to anti-VEGF products and Eylea has 11 the most common share for switched eyes? 12 A. For the new eyes, Avastin is [REDACTED], 13 which is higher than the others. And for 14 switched eyes, Eylea is [REDACTED], which is 15 higher than the others, yes. 16 Q. And for continuing, Avastin is a little 17 bit lower. The numbers are [REDACTED] Avastin, 18 [REDACTED] Eylea, right? 19 A. Yes. 20 Q. Now, in conjunction -- and in 21 conjunction with your commercial success 22 analyses, did you attempt to differentiate the 23 market based on new, continuing or switched eyes? 24 A. I did look at switching as a phenomenon, 25 as a factor, and -- and concluded that switching	Page 112 1 been the dominant player in this market? 2 MR. CAINE: Objection; form. 3 THE WITNESS: Avastin does have the 4 largest share on that list -- on that -- among 5 that list on that -- over that time, yes. 6 BY MS. MAZZOCHI: 7 Q. And it's the most common for the 8 entirety of that Q4 2012 to Q2 2021, right? 9 A. In that survey, correct, yes. 10 Q. Can you confirm, in fact, that the 11 Avastin market share was around [REDACTED] in 12 fourth quarter of 2012? 13 MR. CAINE: Objection; form. 14 BY MS. MAZZOCHI: 15 Q. For the wet -- for the wet AMD shares, 16 New Eyes? 17 A. It looks to be above [REDACTED]. Less than 18 [REDACTED]. So exactly wherein, I don't know. 19 Q. That's why I said [REDACTED]. 20 A. Yep. 21 Q. All right. And by the time we get to 22 the fourth quarter of 2020, it looks like the 23 Avastin share -- wet AMD share Update for New 24 Eyes is still at [REDACTED], right? 25 A. I'm not quite sure which dot represents
Page 111 1 is a -- a factor that would be consistent with 2 valuing the longer dosing interval. 3 Q. Isn't it also consistent with the notion 4 that the molecule has some efficacy properties 5 that bevacizumab lacks? 6 A. That's possible, yes, although, you 7 know, those properties didn't show up in the 8 -- aren't mentioned in the label compared to 9 -- the View 1 and View 2 studies demonstrated 10 noninferiority, not superiority. 11 Q. Right. But, again, when you say -- it's 12 a little misleading when you say "wasn't in the 13 label," because, of course, these are off-label 14 uses of Avastin, -- 15 A. I'm sorry. 16 Q. -- right? 17 A. You're right. I -- I -- I was thinking 18 of Lu -- Lucentis when I said that. 19 Q. Let's take a look at Page 58 in Exhibit 20 2278, which is titled Wet AMD Share Update - New 21 Eyes. Do you have that page? 22 A. Yes. 23 Q. And can you confirm that pretty much 24 from the beginning in the fourth quarter 2012, 25 all the way to second quarter 2021, Avastin has	Page 113 1 fourth quarter of 2020. 2 Q. Okay. 3 A. But there is -- you know, the second to 4 last dot is just below the [REDACTED] line. So 5 [REDACTED] maybe. 6 Q. All right. So -- and if we look at 7 this, Eylea in 2012 went from a [REDACTED] share 8 to a [REDACTED] share in 2021, right? 9 A. Yes. 10 Q. So it appears that the bulk of the 11 market share that Eylea obtained was from -- was 12 more from Lucentis for this New Eye Wet AMD 13 Share, right? 14 A. It -- well, Lucentis's share has dropped 15 over that period, certainly, and Avastin's has 16 remained more stable. That's true. 17 Q. All right. Right. And to the extent 18 Eylea has grown in market share for this 19 particular AMD New Eye category, it looks like it 20 just cannibalized the Lucentis market share, not 21 the Aventis [sic] market share to an appreciable 22 degree, right? 23 MR. CAINE: Objection to form. 24 THE WITNESS: I would stand by what I 25 said previously in that the shares have changed

29 (Pages 110 - 113)

Page 114 1 in -- as they're described here. I don't know 2 that I'd put the adjective in. 3 MR. CAINE: And I think you said 4 Aventis, but I imagine you meant Avastin. 5 MS. MAZZOCHI: Avastin. I apologize. 6 Aventis, Lucentis. It's -- it's the middle of 7 the week. 8 BY MS. MAZZOCHI: 9 Q. All right. If we take a look at, let's 10 see -- if we take a look at Page 59 in Exhibit 22 11 [audio dropped]. 12 THE REPORTER: What exhibit was that? 13 I'm sorry. She cut out. 14 MR. CAINE: 2278. 15 THE REPORTER: Okay. Thanks. 16 MS. MAZZOCHI: At Page 59 of Exhibit -- 17 I apologize. Page 59 of Exhibit 2278. 18 BY MS. MAZZOCHI: 19 Q. This one is titled wet AMD Share Update 20 - Continuing Eyes, right? 21 A. Yes. 22 Q. All right. And, again, 2012 Avastin 23 started at [REDACTED] of this market, and Eylea 24 was only at around [REDACTED], right? 25 A. It appears. There's no left axis, as	Page 116 1 you ran a -- you know, a line through that, you'd 2 find that the slope was negative all the way 3 through, and so I haven't done that, but I bet it 4 would be true. 5 Q. Well -- 6 A. So -- so I would -- I would -- my view 7 of those data suggests that the trend would not 8 be isolated to the period after 2017, or whatever 9 it was that you said. 10 Q. I was focusing in around the 2018 time 11 period. 12 A. Okay. 13 Q. Do you know when Eylea launched the 14 prefilled syringe product? 15 A. It is in my report. I don't have it 16 currently in mind. It's in my declaration. If 17 you'd like me to look for it, I can find it, or 18 if you just want to tell me. 19 Q. Sure. Would it surprise you if it was 20 around that 2018-2019 time period? 21 A. It wouldn't surprise me. 22 Q. Okay. And have you made any effort to 23 assess the extent to which having the prefilled 24 syringe available was something that would 25 take market share away from Avastin that was
Page 115 1 there wasn't before, but taking the numbers on 2 the right-hand side is indicative of where those 3 axes are, that, yeah, that's about right. 4 Q. All right. And it looks like Eylea 5 never really caught up in terms of market share 6 to Avastin until around the end of 2018. Do you 7 see that? 8 A. What I see is that there is pretty 9 steady growth of Eylea over the period from the 10 beginning of the chart until that time -- well, 11 throughout the entire period, and it does match 12 -- it begins to match what Avastin was in, looks 13 like, fourth quarter of 2018. 14 Q. Right. And from that -- that period 15 that you looked at in the fourth quarter of 2012, 16 fourth quarter 2018, it also looks like there's 17 pretty steady sales losses for Lucentis, right? 18 A. The general trend is down, yes, but the 19 trend in Avastin is also down. 20 Q. Well, the trend in Avastin doesn't start 21 to -- doesn't really start to drop much below the 22 [REDACTED] mark, again, until we get to 23 around 2018 to 2019, right? 24 A. No. I think it's -- there's a period in 25 the late '14 - early '15 period that I think if	Page 117 1 independent of the dosing interval in the '338 2 patent? 3 A. Well, I did note that the prefilled 4 -- prefilled syringe had been introduced, and 5 It is on the -- in my declaration. It did not 6 appear to me to be a major difference, you know, 7 the prefilled syringe as opposed to the unit dose 8 vial. 9 Q. Well, define what you mean by "major 10 difference." 11 A. I mean something that would 12 fundamentally change the demand for the product. 13 Q. All right. Well, in fourth quarter of 14 2018, Avastin was at [REDACTED], and it looks 15 like Eylea was around [REDACTED], maybe, right? 16 A. Correct -- well -- 17 Q. All right. 18 A. -- [REDACTED]. 19 Q. Yeah. Well, it's not as -- it's not as 20 high as [REDACTED], right? 21 A. Yes. 22 Q. And -- and then, basically, in around 23 that time period it looks like Avastin and Eylea 24 have somewhat similar market shares, right, going 25 forward from fourth quarter 2018 to 2021?

30 (Pages 114 - 117)

Page 118 1 A. I see that as more of a continuation of 2 the previous trend. I mean, it doesn't look -- I 3 don't see an obvious break at that point. 4 Q. Well, I mean -- 5 A. I haven't -- I haven't run the -- the 6 analysis to tell me whether or not there's a 7 meaningful statistical break in that point. 8 Q. All right. Well, fourth quarter of 9 2019, Avastin still had [REDACTED] market share 10 and looks like Eylea was at [REDACTED], right? 11 A. I'm sorry. Fourth quarter of '19? 12 Q. Yep. 13 A. Yes. There -- that's a particularly 14 high quarter for Avastin and a low quarter 15 relative to the others for Eylea. 16 Q. Right. 17 A. I would not want to make -- 18 Q. Right. 19 A. -- too much out of any one data point in 20 that trend. You know, the way you analyze data 21 is to look at a trend over time, recognizing that 22 there will be variation over time. And so 23 without some more statis -- statistical analysis, 24 it's pretty hard to say much about what happened. 25 Q. All right. Well, what percentage of the	Page 120 1 has to be independently compounded, right? 2 A. Avastin has always had to be 3 independently compounded, and, you know, again, 4 I said I wasn't sure that I had perceived, 5 although, you know, I'd want to think about it a 6 little more than I have, of wheth -- whether the 7 movement toward the prefilled syringe as opposed 8 to the single dose vial is a really important 9 difference. 10 Q. Well, we're only looking at, really, a 11 difference in market share of a few percentage 12 points. Can you say it's not responsible for 13 those few percentage points of market share in 14 the -- in the -- 15 A. I can't rule it out. 16 Q. Okay. Now let's take a look at Exhibit 17 2278, Page 60, which is titled Wet AMD Share 18 Update - Switched Eyes. 19 Now, this is the only area where Eylea 20 has ever been the market leader for AMD, right? 21 A. What do you mean, "area?" 22 Q. Switched Eyes for Wet AMD. That's 23 the only time -- this -- that's the only time 24 where consistently from 2012 to 2021 where Eylea 25 has been the top in the market.
Page 119 1 prefilled syringe -- or what -- what percentage 2 of the market do you think the prefilled syringe 3 was able to attract? 4 A. My recollection, and I want to go to my 5 report to remind myself, but was that the company 6 switched over to prefilled syringes. So I don't 7 -- able to attract as opposed to the company 8 changing its supply, I'm not sure I would 9 differentiate between those two, or could 10 differentiate between those two. 11 Q. Well, are you aware that Regeneron did 12 have marketing messaging in connection with the 13 prefilled syringe? 14 A. Yes. I -- I've seen mention of the 15 prefilled syringe, yes. 16 Q. Okay. And since Regeneron launched that 17 prefilled syringe, nearly all the unit sales 18 converted to prefilled syringe, right? 19 A. That wouldn't surprise me, yeah. I 20 think that -- that's what I was mentioning 21 before. I thought, you know, the -- if the 22 company changed its method of supply, it would 23 have converted people over. 24 Q. Right. And that's going to provide a 25 comparative advantage relative to Avastin, which	Page 121 1 A. I'd have to -- I'd want to go back and 2 review all of those other areas to be sure, but 3 -- so I -- I guess I -- I'm just curious how you 4 would characterize the RVO-branded -- so it 5 depends on you how you segregate the market, I 6 suppose, because Eylea is the leading product -- 7 product in some of the other slides where -- and 8 has been for some time. 9 Q. Yeah. I'm just focusing on -- on Exhi 10 -- on Exhibit 2278, Page 60. 11 A. Okay. Well, it -- on that slide Eylea 12 has a larger share than either Lucentis or 13 Avastin, And -- 14 Q. All right. 15 A. -- bevacizumab? 16 Q. Right. So there must be something in 17 the mind of physicians that is differentiating 18 Eylea for switched eyes for AMD as opposed to 19 newer continuing eyes, right? 20 A. In the eyes of physicians and patients 21 who make that decision together, sure, something 22 has to be -- something does drive demand and -- 23 Q. Okay. And -- and when it comes to your 24 commercial success analysis, you've not tried 25 to figure out why you see this difference in

31 (Pages 118 - 121)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 31

Samsung Bioepis Exhibit 1077

Page 31

Page 122 1 behavior for the switched eyes market as opposed 2 to the new and continuing eyes market? 3 A. What I observe is a general trend 4 -- upward trend in Eylea utilization, and 5 -- which is consistent with physicians have -- 6 and patients having a preference for less 7 frequent dosing, of which the eight-week dosing 8 is a manifestation. 9 Q. Well, if there's a preference for less 10 frequent dosing, why wouldn't you see it across 11 all of these types of eyes? Why are you only 12 seeing a preference in switched? 13 A. Well, there are other things that 14 influence utilization. Cost is important, and 15 I'm sure that a lot of patients are started on 16 Avastin because of the cost. And so there are 17 other things that one would want -- you know, 18 that -- that drive patient and doctor 19 utilization. 20 Q. Bevacizumab -- the first biosimilar for 21 beva -- bevacizumab was introduced in around, I 22 believe, 2018. When you have these numbers here 23 for Avastin, are you -- do you know whether they 24 include the bevacizumab biosimilar, or is it just 25 the Avastin that's manufactured by Genentech?	Page 124 1 MS. MAZZOCHI: I'd like to ask the court 2 reporter to put before you a document previously 3 marked as -- at Dr. Do's deposition as Do Exhibit 4 4. 5 (Previously marked Exhibit No. Do 4 was 6 introduced.) 7 BY MS. MAZZOCHI: 8 Q. Do you have that, sir? 9 A. I do. 10 Q. Do Exhibit 4 is, essentially, Claim 1 of 11 the '338 patent, but with Dr. Do's proposed claim 12 construction added into the claim. Can you 13 accept that representation? 14 A. Sure. But I don't have much to say 15 about the claim construction. 16 Q. No, that's -- that's fine. I just 17 want to take a look at some of the text that she 18 has proposed as her claim construction just to 19 clarify how this impacted your assessment of the 20 Eylea sales in this case. 21 So if you take a look at Claim 1, the 22 first set of text that is highlighted and in 23 brackets, it mentions a method for treating an 24 angiogenic eye disorder in a patient that 25 achieves a high level of efficacy that is not
Page 123 1 A. I believe it is only Avastin. 2 Q. Okay. Well, I promised we would go just 3 for another -- oh, actually, sorry. Can you 4 confirm that none of the claims in the '338 5 patent are limited to treatments involving 6 switched eyes, as opposed to new eyes? 7 A. I haven't evaluated the claims in that 8 regard. I would refer you to Dr. Do. 9 MS. MAZZOCHI: All right. I promised 10 we would go for another 30 minutes, so that's 11 another 30 minutes. Let's go ahead and take our 12 lunch break. 13 THE VIDEOGRAPHER: All right. Please 14 stand by. The time is 12:47 p.m. We're going 15 off the record. 16 (Lunch recess taken.) 17 THE VIDEOGRAPHER: The time is 1:31 p.m. 18 We're back on the record. 19 Please proceed, Counsel. 20 MS. MAZZOCHI: Thank you. 21 BY MS. MAZZOCHI: 22 Q. Dr. Manning, did you discuss your 23 testimony with anyone either during the lunch 24 break or the prior break? 25 A. No.	Page 125 1 inferior to the standard of care for that 2 particular angiogenic eye disorder at the time of 3 patent filing. 4 Do you see that? 5 A. Oh, in the green, okay, I was looking 6 for it in the yellow, or the other color, okay. 7 Yes. 8 Q. Yes. Now, again, just to confirm, 9 in connection with your commercial success 10 analysis and in this case, you did not attempt to 11 segregate the Eylea sales based on whether they 12 had achieved a high level of efficacy that was 13 not inferior to the standard of care for that 14 particular angiogenic eye disorder as of 2011? 15 A. That's correct. I did not do the legal 16 or -- or medical analysis. 17 Q. Right. And if you take a look further 18 on down in Claim 1, there's a reference, "doses 19 administered after the initial and secondary 20 doses that maintained the efficacy gained after 21 the initial and secondary doses." 22 Do you see that? 23 A. I do. 24 Q. And, again, you have not attempted to 25 classify or segregate any sales in connection --

32 (Pages 122 - 125)

Page 126 1 of Eylea for your commercial success analysis in 2 connection with whether or not the doses were 3 effective or not? 4 A. That's correct. 5 Q. Okay. And if we take a look at the 6 next set of bracketed text that, again, talks 7 about the secondary dose, "wherein each dose 8 administered after the initial and secondary 9 doses that maintains the efficacy gained after 10 the initial and secondary doses is administered 11 at least six -- eight weeks after the immediately 12 preceding dose." 13 Do you see that? 14 A. I do. 15 Q. All right. Did you attempt to quantify 16 or otherwise assess what percentage of Eylea 17 sales qualified as a dose that was administered 18 after the initial and secondary doses that 19 maintains the efficacy gained after the initial 20 and secondary doses that were administered at 21 least eight weeks after the immediately preceding 22 dose? 23 A. No. We didn't -- I did not do an 24 apportionment of -- of sales by dosing frequency 25 or efficacy. I don't have a definition for	Page 128 1 tertiary doses that were dosed at eight-week 2 intervals, right? 3 A. It would include all sales. My analysis 4 was of the entire sales of the product. 5 Q. If a patient -- if -- if some of these 6 Eylea sales involved patients that had only an 7 initial dose and a secondary dose, but the 8 patient never proceeds to a tertiary dose, are 9 you able to account for that in your sales 10 figures? 11 A. As I said, I did not apportion the sales 12 by which patient was dosed when. I -- that was 13 not part of the analysis. 14 Q. And, again, you have no opinion as to 15 what qualifies -- or what treatment regimen or 16 sales associated with that treatment regimen 17 would qualify as the closest prior art, correct? 18 A. Yeah. That sound -- 19 MR. CAINE: Objection; form. 20 THE WITNESS: Sorry. 21 BY MS. MAZZOCHI: 22 Q. You can answer. 23 A. That sounds like a legal question that I 24 did not evaluate. 25 Q. Let's take a look at your declaration,
Page 127 1 efficacy, so -- 2 Q. Okay. And when it comes to, you know, 3 the sales of Eylea, do you know whether any of 4 the patients may have needed to revert back to 5 more frequent treatment than eight-week dosing? 6 A. I don't know. That's beyond the scope 7 of my analysis. 8 Q. Okay. And, likewise, your analysis did 9 not attempt to account for people who may have 10 taken an eight-week dose and failed and then 11 needed to go to more-frequent dosing? 12 A. Right. That -- that is certainly 13 possible, but I did not evaluate those treatment 14 patterns. 15 Q. Okay. And, likewise, to the extent you 16 were making commercial success assessments, you 17 didn't try to account for treatment patterns 18 where, for example -- well, actually, strike 19 that. Let me start over. 20 In the context of patients who received 21 a tertiary dose outside the eight-week window 22 and then maybe at some point did receive a dose 23 within the eight-week window, your -- your sales 24 figures would include the tertiary doses that 25 were not dosed at eight weeks as well as the	Page 129 1 which is Exhibit 2052 at Pages 56-57 of 289, 2 which I think corresponds to the page numbers of 3 50 to 51. 4 Let me know when you're there? 5 A. Did you Say pages 50 and 51? 6 Q. Yep. And then exhibit Pages 56 and 57. 7 A. Okay. 8 Q. All right. Now, you said that you 9 -- you believe that Eylea is covered by most 10 plans; true? 11 A. That is what the -- that's what -- if 12 you're reading from Page 50, it says, "Eylea 13 is covered by most plans including Medicare, 14 Medicare Advantage, most commercial payors and 15 most state Medicaid plans." 16 Q. Okay. Now, when it comes to coverage, 17 those are usually a part of what's called a local 18 coverage determination when it comes to Medicare. 19 Is that fair? 20 A. I suppose so. I -- I haven't thought 21 about that particular question. 22 MS. MAZZOCHI: Okay. Well, let me give 23 you a document that I will mark as Manning 24 Exhibit 1, which is titled L36962 Medicare Part 25 A/B local coverage determination (LCD) comments

33 (Pages 126 - 129)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 33

Samsung Bioepis Exhibit 1077

Page 33

Page 130 1 summary, for First Coast Service Options, Inc., 2 for a comment period that began September 29th, 3 2016, end date November 14th, 2016. 4 (Manning Exhibit No. 1, a document 5 titled L36962 Medicare Part A/B local coverage 6 determination (LCD) comments summary, for First 7 Coast Service Options, Inc., was introduced.) 8 THE WITNESS: Okay. 9 BY MS. MAZZOCHI: 10 Q. Have you ever seen documents like this 11 before? 12 A. I'm not sure. 13 Q. Okay. Have you ever participated 14 or reviewed documents or participated in the 15 regulatory process associated with getting these 16 local coverage determinations? 17 A. No. 18 Q. Do you know whether these local -- when 19 these local coverage determinations are made, 20 whether they are made based on comparative -- 21 comparative efficacy or cost reasons? 22 A. I couldn't say. 23 Q. Okay. Do you know whether, when it 24 was determined -- well, maybe I can get at it 25 this way: what -- What, from your perspective,	Page 132 1 MS. MAZZOCHI: And for the record, the 2 policy history on this was last reviewed February 3 18th, 2022, effective 3 -- 4 MR. MARX: Excuse me, Deanne. It's 5 Jeff. That manila folder is empty inside this 6 box. 7 MS. MAZZOCHI: Well, that's neat. 8 All right. Well, then that tends to 9 make it hard to mark as Manning Exhibit 2. 10 Let's go ahead and we'll flip to another 11 exhibit and then we'll come back to that one. 12 BY MS. MAZZOCHI: 13 Q. All right. Dr. Manning, before you 14 offered your opinions in your declaration, 15 did you investigate whether there were other 16 regulatory influences that existed that could 17 independently influence the relative share of 18 drugs in this market? 19 A. What do you mean? I'm sorry. I -- 20 Q. Did you independently look to see 21 whether there were other factors in the market, 22 on the regulatory side or on the marketing side, 23 that could influence the relative share of 24 Avastin, Lucentis, Eylea, in the market? 25 A. I did consider what other factors would
Page 131 1 is the significance of your comments in the 2 declaration that Eylea is covered by most plans? 3 A. That the -- the patient who receives 4 the injection is not responsible for the full 5 payment; that -- and, in particular, that Eylea 6 is not advantaged or disadvantaged in any major 7 way from -- compared to Lucentis or -- or it 8 probably is disadvantaged with respect to Avastin 9 because of the cost, but that most insurance 10 plans have coverage in place that would help 11 pay for Eylea. 12 Q. Would it be fair to say it's your 13 understanding that the wider the insurance 14 coverage over a product, that that's going to 15 make a patient less price-sensitive? 16 A. The better the insurance coverage, the 17 less exposure that patient has -- well, if we 18 define "better" as exposing the patient to less 19 cost, yes, that would be true. 20 Q. Okay. I'd like you to take a look at a 21 document I will mark as Manning Exhibit 2, which 22 is from the insurance company Aetna, published at 23 Aetna.com titled Vascular Endothelial Growth 24 Factor Inhibitors for Ocular Indications. 25 And let me know when you have that.	Page 133 1 play a role, so insurance coverage was one. When 2 you say "regulatory factors," I don't know what 3 you have in mind. I -- I -- maybe if you tell 4 me about a factor and characterize it as a 5 regulatory factor, I can tell you whether I 6 considered it or not, but I don't know what you 7 mean in terms of regulatory factors. 8 Q. Sure. Well, let's get at it this way. 9 It's relevant -- your opinions rely [audio 10 drooped] -- your opinions rely, in part, on the 11 fact that -- that Avastin's market share has been 12 decreasing over time as Eylea entered the market, 13 right? 14 A. I'm sorry. You cut out through the 15 middle of that. I'm sorry, but I didn't hear it. 16 Q. Sure. Let me rephrase it. 17 Your opinions rely on the fact that the 18 Aventis -- that the Avastin market share has gone 19 down, while the Eylea market share has gone up in 20 this market, right? 21 A. I do think that's relevant, yes. 22 Q. Okay. Explain why, -- 23 A. Well, the -- 24 Q. -- briefly. 25 A. -- the notion of commercial success is,

34 (Pages 130 - 133)

Page 134 1 in part, dependent upon the ability of a product 2 to displace other products that are in the 3 market, or to gain share as other -- from other 4 products, or gain share that other products would 5 have acquired had this product not come to 6 market. So, in that sense, it is relevant that 7 Eylea has gained share at the same time that 8 Avastin has reduced share. 9 Q. Were you aware that Novartis and Roche 10 have been fined -- fined hundreds of millions of 11 dollars by regulatory authorities for statements 12 they made that regulatory agencies accused them of 13 exaggerating the risks associated with off-label 14 use of Avastin for AMD treatment in order to 15 maintain an artificially high price from 16 Lucentis? 17 A. I was not aware of that, no. 18 Q. Okay. If Novartis and Roche were out 19 in the marketplace disparaging Avastin because 20 the -- because of its use as off-label, could 21 that impact the market share for Avastin? 22 A. It could. I mean, I don't -- I don't 23 know -- 24 Q. Okay. 25 A. -- I don't know exactly what happened.	Page 136 1 Q. All right. But what that means is that 2 a patient normally will be paying around \$360 3 for Eylea and only a couple dollars for Avastin 4 unless they have one of these supplemental plans, 5 right? 6 A. I haven't done that math, but something 7 in -- I mean, that's consistent with my 8 understanding, yes. 9 Q. Do you have an understanding as to what 10 the rationale is behind this policy of having the 11 80/20 split where patients are supposed to pay 12 20 percent copayments? 13 A. I don't. I have not investigated the 14 regulatory or legislative history to have an 15 opinion about why that 80/20 split is in the -- 16 in the law, no. 17 Q. All right. Let's take a look at 18 Paragraph 80, which starts on Page 90 of 19 your declaration, Exhibit 2052, Page 096. 20 Let me know when you're there, please? 21 A. Okay. 22 Q. All right. Now, you said that to 23 compare prices across the treatments, you used 24 payment limits for Medicare Part B prescription 25 drug reimbursement. Yes?
Page 135 1 So I would want to evaluate that to say how 2 important it was, but it's possible. 3 Q. Okay. And -- and just to be clear, 4 then, so you haven't -- you haven't evaluated 5 -- you didn't even know that -- that it happened, 6 to be able to evaluate the impact that that might 7 have on Avastin versus Eylea sales? 8 A. I was not aware of that. 9 Q. Okay. Let's take a look at Paragraph 46 10 of your declaration. I think it continues on 11 Page 47, and it's Exhibit 2052 Page 53 of 289. 12 Let me know when you're there. 13 A. Paragraph 46. I'm there. 14 Q. Now, you confirmed that Medicare only 15 covers 80 percent of the drug cost payments to 16 doctors for their drugs, right? 17 A. Yes. 18 Q. All right. And, also, I believe this is 19 on Page 48 of your declaration, same paragraph, 20 for macular degeneration tests and treatment, the 21 patient must pay a 20 percent copay, correct? 22 A. Yes. But I follow that with a sentence 23 that says, "Beneficiaries can offset the cost of 24 copayments through participation in Medicare 25 supplement policy."	Page 137 1 A. Yes. 2 Q. And why did you do that? 3 A. As a way to look at what the Medicare 4 prices are for the products that are relevant, 5 and, you know, this section of the report is 6 about how price has not been a hindrance to 7 Eylea's commercial success, noting that Eylea has 8 a substantially higher price than Avastin, in 9 particular. 10 Q. Why was that important to you? 11 A. Well, because a product that is able to 12 succeed in the market despite having a higher 13 price than an alternative choice that a doctor 14 and patient might work but has chosen nonetheless 15 has to have some characteristic that is 16 attractive to the patient and the doctor, and 17 one of those important characteristics is the 18 eight-week dosing interval. 19 Q. And you were not made -- okay. So for 20 you -- as you were offering that opinion, you 21 were basing it on the assumption that patients 22 are going to have to be paying some higher price 23 out of pocket for Avastin as compared -- for Eylea, 24 right? 25 A. Well, there are some patients who will

35 (Pages 134 - 137)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881
Page 35
Samsung Bioepis Exhibit 1077
Page 35

Page 138 1 have to pay a higher price. I didn't have a 2 detailed data on which patients or how many do or 3 don't have supplemental Medicare coverage, but 4 the notion is, generally, that because it has a 5 higher price, patients are exposed -- at least 6 some are -- patients are exposed to a higher 7 cost-sharing with Eylea than they are with 8 Avastin, in particular. 9 Q. If we look at Paragraph 82 which has 10 your Chart Number 9, this is -- yeah, your Chart 11 Number 9 reflects the payments to the doctors, 12 right? 13 A. Yes. 14 Q. And does that include the amount 15 that the doctors have to then revert back to 16 Medicaid-Medicare as the patient's copayments or 17 does it exclude that? 18 A. Well, this is the upper limit payment. 19 Q. Right. 20 A. That's your question that you -- okay. 21 Q. Yeah. Who -- who collects the patient's 22 copayment to pay to Medicaid-Medicare? It's 23 usually the doctor, right? 24 A. I believe that's correct. 25 Q. And then the doctor is -- I'm sorry.	Page 140 1 for Eylea. And payment limit -- payment limits 2 re -- reflect the discounts or rebates that have 3 been paid in the commercial market. So that 4 suggests that the -- in the commercial market, 5 payors have been willing to pay more for Eylea 6 than they've been willing to pay for Lucentis 7 over time. 8 Q. Sorry. Payors have been willing to pay 9 more for Lucentis or payors are willing to pay 10 less for Lucentis? 11 A. Less for Lucentis. 12 Q. Okay. All right. And what do you think 13 the discounting signals then in the marketplace 14 about Eylea versus Lucentis? 15 A. That it has characteristics that 16 are more attractive than -- for Eylea has 17 characteristics that are more attractive than 18 does Lucentis, one of which is the eight-week 19 dosing. 20 Q. Now, Lucentis patients are also still 21 going to have to pay that -- that 20 percent 22 copay, right? 23 A. Yes, in Medicare. 24 Q. Right. Did you explore whether there 25 were other reasons why Eylea has been able to
Page 139 1 Go ahead. 2 A. But there would be implications of 3 whether or not the patient has a Medicare 4 Advantage plan or whether or not they have 5 supplemental coverage. 6 Q. Okay. But even if a patient has 7 supplemental coverage, that's -- you know, it 8 costs more to pay for the supplemental coverage, 9 right? 10 A. Yes. 11 Q. Let's go to your Paragraph 84 in your 12 declaration, Exhibit 2052 Page 101 of 289. 13 You talk about the list price of 14 Lucentis for wet AMD and RBO is larger than that 15 of Eylea, but that Lucentis's payment limit 16 demonstrates it has been subject to more 17 substantial discounting over time than has Eylea. 18 Now, why was that significant to you? 19 A. It illustrates the dynamics of the 20 payment environment and the -- the attractiveness 21 -- the relative attractiveness of the two 22 products, such that, as you're going back to 23 Medicare -- or, sorry, Chart Number 9, as you see 24 that the payment limit for Lucentis has fallen 25 over time much more than has the payment limit	Page 141 1 maintain their high list price without the need 2 for rebates or discounts well beyond just the 3 eight-week dosing interval? 4 A. I did not apportion the -- the task 5 was to identify whether the eight-week dosing 6 interval was a contributor. It wasn't to assess 7 which of other contributors or what share of the 8 success was due to that. 9 Q. Okay. So did you ever ask anyone at 10 Regeneron whether they had taken any steps to 11 make it easier to avoid having to discount the 12 price of the product or otherwise make it more 13 attractive to prescribe? 14 MR. CAINE: Objection; form. 15 THE WITNESS: I don't remember asking 16 that specific question, but it's -- I don't know, 17 you know -- the question seems a little vague 18 to me, so I don't -- I mean, we did ask about 19 insurance coverage and rebate policies. And as 20 reflected in my declaration, my understanding 21 both from the Regeneron people and from Dr. Brown 22 was that -- that Eylea's discounts/rebates were 23 smaller than those of Genentech for Lucentis. 24 BY MS. MAZZOCHI: 25 Q. Okay. Now, when you say rebate

36 (Pages 138 - 141)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 36

Samsung Bioepis Exhibit 1077

Page 36

Page 142 1 policies, what do you mean by that? 2 A. I mean -- well, a company has procedures 3 or policies and negotiating tactics or procedures 4 that it follows to agree with payors. I was 5 looking for, mostly, the end result of that 6 process, so I don't know the details of the -- of 7 the process itself, other than that the -- the 8 rebates are -- are a smaller part of sales than 9 they are for Lucentis. And I -- I was told in 10 one of those discussions, I recall, that -- 11 and I'm pretty sure we reflect this in the 12 declaration, that there are a broader array of 13 potential rebates for Lucentis generally than 14 there are for Eylea, although I don't remember 15 the exact details of that. 16 Q. Well, did you evaluate whether Regeneron 17 has more generalized rebate policies in place, 18 volume discounts, that type of thing, that may 19 not necessarily be assigned specifically to 20 Eylea? 21 A. What do you mean? Product -- rebates 22 that are not dependent on the -- on the use of 23 the product? Is that what you mean? 24 Q. Rebates where -- that are part of a 25 larger plan in the sense of, if you buy X amount	Page 144 1 A. I don't know -- 2 Q. -- for -- 3 A. I don't know the practice -- sorry, I 4 didn't mean to talk over you. 5 Q. Right. You don't know whether his 6 experience is representative of the industry as a 7 whole. Is that fair? 8 A. I know he works in a large center. I 9 don't know the details of his experience. That's 10 correct. 11 Q. All right. I'd like you to take a look 12 at what I will mark as Manning Exhibit 3. Let me 13 know when you have it. 14 MR. CAINE: Which document? 15 MS. MAZZOCHI: Sorry. Yeah. It is a 16 complaint filed in the United States District 17 Court, District of Massachusetts, United States 18 of America, plaintiff, versus Regeneron 19 Pharmaceuticals Inc, defendants. Civil Action 20 Number 20-11217. 21 MR. MARX: Deanne, we're going to label 22 this Manning Exhibit 2 because we didn't 23 introduce the other exhibit. 24 MS. MAZZOCHI: That's fine. We can mark 25 this as Manning Exhibit 2. Well, let me be clear
Page 143 1 of product from Regeneron, it's not necessarily 2 specific to a given product, you will receive an 3 additional cash rebate? 4 MR. CAINE: Objection; form. 5 THE WITNESS: I focused on rebates that 6 were specific to Eylea. 7 BY MS. MAZZOCHI: 8 Q. Okay. So you don't know if there's any 9 larger product rebates out there. And when it 10 comes to the -- did you ever actually validate 11 the size and scope of the rebate by looking, for 12 example, at some sample contracts or auditing a 13 sample of contracts -- 14 A. I did not. 15 Q. -- to make sure? 16 A. I did not have access to those 17 contracts. I -- we did have a conversation with 18 Dr. Brown, and he told us that his understanding 19 was that the rebates were more generous for 20 Lucentis than they were for Eylea. 21 Q. All right. But do you know whether 22 Dr. Brown has actually sampled or assessed every 23 different type of practice group or hospital or 24 state plan or PBM that might actually be managing 25 these --	Page 145 1 for the record, Manning Exhibit 2 is a complaint 2 filed by the federal government in the U.S. 3 District Court of Massachusetts titled 4 United States of America versus Regeneron 5 Pharmaceuticals Inc. Civil Action Number 6 20-11217, filed June 24, 2020. 7 (Manning Exhibit No. 2, United States 8 versus Regeneron complaint, Civil Action No. 9 20-11217, filed June 24, 2020, was introduced.) 10 BY MS. MAZZOCHI: 11 Q. Let me know when you have the Exhibit, 12 Dr. Manning. 13 A. I do have it. 14 Q. All right. Dr. Manning, did Regeneron 15 inform you before you issued your expert report 16 that they had been sued by the United States 17 government in connection with Eylea pricing? 18 A. Is that what this case -- is that what 19 this matter is about? 20 Q. Well, I'm just asking you that generally 21 to start? 22 A. No, not that I recall. 23 Q. All right. Can you take a look at 24 Paragraph 15 of this complaint? 25 Let me know when you're there.

37 (Pages 142 - 145)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 37

Samsung Bioepis Exhibit 1077

Page 37

Page 146 1 A. I'm there. 2 Q. All right. It says Cong -- it alleges 3 "Congress incorporated copays into Medicare to 4 give patients an incentive to choose the most 5 cost-effective therapy. As the Department of 6 Health and Human Services Office of the Inspector 7 General observed in a 1994 special fraud alert, 8 studies have shown that if patients are required 9 to pay even a small portion of their care, they 10 will be better healthcare consumers and select 11 items or services because they are medically 12 needed rather than simply because they are free." 13 Do you see that? 14 A. I do. 15 Q. Do you agree that requiring patients to 16 pay a small portion of their care will make them 17 better healthcare consumers and encourage them 18 to select items or services because they are 19 medically needed rather than simply because they 20 are free? 21 MR. CAINE: Object to the form. Outside 22 the scope. 23 THE WITNESS: It is outside the scope of 24 my report, but I would also mention that that's 25 not an uncontroversial claim. The healthcare	Page 148 1 Q. Were you looking at your attachment, is 2 it E2, or where were you -- where were you hoping 3 to find that? 4 A. I was thinking it would be in X2 -- X3, 5 but I'm -- now that you -- E2 -- this is number 6 of patients, not dollars, and it doesn't have a 7 total for all years on E2. So I wouldn't be 8 surprised at that number. I mean, but I would 9 -- off the top of my head, I don't have a 10 confirmation of it. 11 Q. All right. If you take a look at the 12 -- at that same paragraph in Manning Exhibit 2, 13 Regeneron complaint, the U.S. government alleges 14 in 2013 and 2014 Medicare paid 1.9 billion for 15 the drug. Is that consistent with the numbers 16 you have in your expert report? 17 A. I'm sorry. Where again? 18 Q. Complaint Paragraph 1, second sentence. 19 It says, "In 2013 and 2014 alone, Medicare paid 20 1.9 billion for the drug." 21 A. Well, what I have is that net sales for 22 the product entirely in 2014 were 1.7 billion -- 23 2013 and 2014 together. So the total is about 24 3.1 plus billion for those two years, are total 25 sales. Again, I wouldn't be surprised, but I
Page 147 1 research field has a variety of opinions on 2 that point, and the fundament -- the basic 3 understanding is that requiring patients to pay 4 causes them to re -- reduce both needed and 5 unneeded care. So it's not uncontroversial to 6 make that claim as is said there. 7 BY MS. MAZZOCHI: 8 Q. All right. If you take a look at Page 1 9 of the complaint, it says, "Since 2013, the 10 Medicare Part B program has spent over 1.5 11 billion on Eylea." 12 Do you see that? 13 A. I do. 14 Q. Is that consistent with the data you 15 received in this case? 16 A. I would have to check, look at my -- 17 Q. Go ahead. 18 A. So I -- I'm not seeing that -- where 19 I expected to find it in the attachments that 20 there's a total for all payments. If you want 21 me to spend the time figuring out whether it's 22 somewhere else, I could. But I'm not surprised 23 to see that number, given the total sales of -- 24 of Eylea in the 30-plus billion -- sorry, let me 25 go back to that other --	Page 149 1 don't believe we have calculated the Medicare 2 Part -- in fact, we would only have Medicare Part 3 D, so anything that was done through -- sorry, 4 Part B. So anything that was paid through 5 Medicare Advantage would not be reflected in my 6 Medicare data, so, you know -- 7 Q. Okay -- 8 A. -- it's not shocking to me, but I -- I 9 can't confirm that looking at my data. 10 Q. In Manning Exhibit 2, the United States 11 government's complaint against Regeneron at 12 Paragraph 1, it alleges that "Eylea's 13 manufacturer, Regeneron Pharmaceuticals, Inc., 14 achieved these sales in part by funneling tens of 15 millions of dollars through a copay foundation, 16 the Chronic Disease Fund, to ensure that 17 virtually no Medicare patient paid a copay, 18 deductible or coinsurance amount, collectively 19 referred to as copay, on Eylea and that 20 physicians who prescribed and purchased the drug 21 did not have to collect Medicare copays from 22 their patients." 23 Do you see that? 24 A. I'm sorry. I -- I didn't hear when you 25 first started reading, so I didn't know where to

38 (Pages 146 - 149)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 38

Samsung Bioepis Exhibit 1077

Page 38

Page 150 1 pick up. 2 Q. Sure. We're looking at Manning Exhibit 3 2, -- 4 A. Yes. 5 Q. -- the United States versus Regeneron 6 complaint. At Paragraph 1, it alleges in the 7 second sentence that "Eylea's manufacturer, 8 Regeneron Pharmaceuticals, Inc., achieved these 9 sales in part by funneling tens of millions of 10 dollars through a copay foundation called the 11 Chronic Disease Fund to ensure that virtually no 12 Medicare patient paid a copay, deductible or 13 coinsurance amount on Eylea, and that physicians 14 who prescribed and purchased the drug did not 15 have to collect Medicare copays from their 16 patients." 17 Do you see that language in Exhibit 2 -- 18 A. Yep. 19 Q. -- Exhibit 2? 20 A. I do see it. 21 Q. All right. Did you identify anywhere in 22 your report anything about Regeneron's funding 23 sent to the Chronic Disease Fund? 24 A. Not by name, specifically, but in the 25 rebate, in the attachment that evaluates rebates,	Page 152 1 report, Page 171 of Exhibit 2052, for the year 2 2012 what did Regeneron tell you they paid for 3 Eylea copay assistance? 4 A. So the Eylea copay assistance in 2012 5 is [REDACTED] on this spreadsheet. They did 6 not affirmatively tell me that that is what they 7 paid for copay assistance. There may -- that 8 -- you know, any other, you know, donations 9 through a -- a charitable foundation might show 10 up elsewhere, so I don't know that -- I wouldn't 11 -- I wouldn't characterize what they told me the 12 way you did. 13 Q. Okay. Well, do you even know if any of 14 these alleged payments that Regeneron made to 15 this Chronic Disease Fund are actually accounted 16 for in your Attachment D-1? 17 A. I don't know where they would be. I did 18 not discuss that particular question, and so -- 19 Q. Okay. And Regeneron never told you 20 about this Chronic Disease Fund? 21 A. I am aware that companies have 22 relationships like this. My understanding is 23 that most companies have relationships like this. 24 So I -- I wouldn't -- I don't remember talking 25 about it with anybody at Regeneron or counsel,
Page 151 1 I believe copays are one of the line items that 2 is detailed. Let me go to that page. 3 Q. So to try to help, are you looking at 4 Attachment D-1, Eylea profit and Loss Data, on 5 Page 171 of 289 in your declaration, Exhibit 6 2052? 7 A. Perhaps, but my papers are getting a 8 little bit confused, and I'm -- let me make sure 9 I'm at the right page. 10 Yes, that is what I had in mind, and so 11 Eylea copay assistance is the third line under 12 the subheading of Gross Sales Deduction. 13 Q. Okay. 14 A. And I -- I did note that; consider it. 15 Q. All right. So is it your under -- so is 16 it your understanding that -- well, let me ask it 17 this way: In 2012, what is your -- what is your 18 understanding of what Regeneron has represented 19 to you they [audio dropped] -- 20 THE REPORTER: You're breaking up. Can 21 you repeat that? 22 MS. MAZZOCHI: Sure. 23 THE REPORTER: Thanks. 24 MS. MAZZOCHI: 25 Q. In your Attachment D-1 to your expert	Page 153 1 but I didn't con -- I don't consider that to be 2 unusual. 3 Q. All right. Well, if we take a look at 4 that line item you pointed to in Exhibit -- I'm 5 sorry -- in Attachment D-1, Page 171 of Exhibit 6 2052, -- 7 A. Uh-huh. 8 Q. -- do you know what that number actually 9 represents -- 10 A. I'm sorry -- 11 Q. -- or how -- or how it was calculated? 12 A. Copay assistance? No. I -- I don't 13 know how it was calculated, other than that it 14 was part of the profit and loss data that was pro 15 -- provided to us, and that it is the number that 16 showed up in that -- under that heading. 17 Q. Okay. If you look at the total Eylea 18 copay assistance, what does that add up to across 19 the ten-year-ish period that you have in your 20 Attachment D-1? 21 A. [REDACTED]. 22 Q. And can you confirm, though, that in 23 2014, according to what Regeneron told you, their 24 Eylea copay assistance was limited to 25 [REDACTED]?

39 (Pages 150 - 153)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881

Page 39

Samsung Bioepis Exhibit 1077

Page 39

Page 154 1 A. No. 2 Q. No, it was not [audio dropped] for 2014? 3 A. Well, I can tell you that that is 4 the number that is on the sheet that we have, 5 and that that is in their account. No one 6 affirmatively told me that that is the number 7 that is appropriate for all copay assistance. 8 Q. Okay. And for the year 2015, the dollar 9 amount that Regeneron gave you for Eylea copay 10 assistance is [REDACTED]? 11 A. That is the number that was in the 12 materials we received, yes. 13 Q. All right. And for 2016 that number 14 then jumped up to [REDACTED]? 15 A. That is what's on the chart, yes, or on 16 the table. 17 Q. Doesn't the fact that Regeneron had to 18 keep increasing its copay assistance suggest that 19 those copays were discouraging people from using 20 Eylea, if they weren't otherwise paid for? 21 MR. CAINE: Objection; form. 22 THE WITNESS: The relevant question for 23 me was, what are the net sales as a percent of 24 gross sales over time, and how did those compare 25 to what was going on for Lucentis, in particular.	Page 156 1 and rebates that they are providing, or sales 2 concessions, all of these things that are listed 3 in the -- in the rows that we were just talking 4 about for Eylea for all products. So the fact 5 that that number is a bigger discount over time 6 for Lucentis than it was for Eylea is an 7 indication that the marketplace is demanding 8 bigger rebates in order to use Lucentis than it 9 is from Eylea. 10 Q. Okay. How did you calculate the -- each 11 number that you have in Attachment C-9? So, for 12 example, let's take a look at the 2018 number 13 where you have [REDACTED] Lucentis and [REDACTED] 14 [REDACTED] -- I'm sorry. Strike that. Let me start 15 over. 16 How did -- wait. How did you -- well, 17 where have you captured the dollar amount that 18 Lucentis is paying to pay for patient copays 19 relative to what Regeneron has been paying for 20 patients in connection with their own co -- with 21 Eylea copays? 22 MR. CAINE: Objection; form. 23 THE WITNESS: You know, you broke up 24 some, and I'm not -- I would like to hear the 25 question again, if that's okay.
Page 155 1 And as we've shown, I think it was Table 9 -- I'm 2 sorry, Figure 9 -- Chart 9, the total discounts 3 and differences between gross sales and net 4 sales, of which this copay assistance number 5 is one, is smaller for Eylea than it is for 6 Lucentis. And so what that means is that had -- 7 the total sum of all of these discounts and 8 rebates and other concessions are less of a 9 concern for people who are using and -- and 10 administering Eylea than they are for Lucentis. 11 BY MS. MAZZOCHI: 12 Q. How do -- how did you get the Lucentis 13 data? Did Lucentis attest to you that these 14 discount numbers were true? 15 A. The Lucentis -- the figures -- the 16 numbers on Chart 9 are from the Medicare payment 17 system, where those numbers are generated from 18 the average selling price, which is reported 19 by the company to the government. And so they 20 -- they will give you insight into what kind of 21 discount is going -- discounting is going on 22 because average selling price, which is the 23 concept being measured there, is required by 24 Medicare to be provided by the company to the 25 government that nets out the total discounts	Page 157 1 BY MS. MAZZOCHI: 2 Q. Sure. 3 Where, if anywhere, in your report do 4 you compare what Lucentis has paid as Ey -- as 5 copay assistance as compared to what Eylea has 6 paid for copay assistance? 7 A. So I did not -- 8 MR. CAINE: Objection; form. 9 THE WITNESS: Sorry. I did not have the 10 detailed data from -- for Lucentis, but since the 11 ASP, which is the der -- which is from the -- the 12 number from which we derived the numbers on 13 Chart 9 includes that copay assistance, what 14 I did is I looked at the total of all sales 15 concessions or sales reductions for Lucentis and 16 observed that they grow faster -- they -- they 17 take -- they result in a lower net price or 18 average selling price or payment upper limit for 19 Lucentis over time than they do for Eylea. So 20 there is no specific identification of the amount 21 paid for copay assistance. That is a subset of 22 all of the sales deductions, and I do not have 23 the detailed data for Lucentis. 24 BY MS. MAZZOCHI: 25 Q. Are companies required to report their

40 (Pages 154 - 157)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 40

Samsung Bioepis Exhibit 1077

Page 40

Page 158 1 copay assistance to the federal government? 2 MR. CAINE: Objection; form. Scope. 3 THE WITNESS: Yeah. That's outside the 4 scope of my report. I don't know the answer to 5 that. 6 BY MS. MAZZOCHI: 7 Q. So you don't know whether the full 8 scope of the -- of what Eylea has had to pay for 9 patients actually is included in this Attachment 10 D-1? 11 MR. CAINE: Objection; form. 12 BY MS. MAZZOCHI: 13 Q. Let me -- let me rephrase that to 14 resolve the objection. 15 You don't know whether the full amount 16 that Regeneron has paid in connection with 17 patient copays, whether directly or through a 18 charitable foundation, is actually reflected in 19 your Attachment D-1? 20 MR. CAINE: Objection; form. 21 THE WITNESS: As I said previously, I 22 don't know whether any alleged payments to a 23 foundation -- whether they are characterized as 24 copays or however they are characterized -- are 25 reflected in their P&L.	Page 160 1 report the funds paid to the charitable 2 foundation, that's going to change the numbers 3 in, for example, your Attachment C-9, right? 4 MR. CAINE: Objection; form. 5 THE WITNESS: I don't know that. I -- I 6 would -- that would be -- yeah. I -- that's a 7 hypothetical that I don't -- I don't want to go 8 to. 9 I would note that the, you know -- I 10 believe most, if not all, companies have programs 11 like this. So I wouldn't be -- I would want to 12 consider the whole picture, not just a selected 13 part of it. 14 BY MS. MAZZOCHI: 15 Q. Do you know whether no -- whether there 16 is a program like this specific for the drug 17 Lucentis? 18 A. As I sit here, I don't. I don't even 19 know that there is, as I sit here, for Eylea. 20 Q. Do you know -- okay. Let's go back to 21 Manning Exhibit 2, the United States government's 22 complaint against Regeneron, and I'd like you to 23 take a look at Paragraph 2. 24 Let me know when you're there. 25 A. I'm here.
Page 159 1 BY MS. MAZZOCHI: 2 Q. All right. 3 A. I do know -- 4 Q. And if they are not -- if they are 5 not -- 6 MR. CAINE: Hold -- hold on, Counsel. 7 Counsel, hold on. He wasn't finished with his 8 answer. 9 MS. MAZZOCHI: Sorry. 10 THE WITNESS: What I do know is that the 11 average selling price, or the payment limit per 12 injection which is reported to the government, 13 reflects greater total discounts in the 14 commercial marketplace for Lucentis than are 15 for Eylea. 16 BY MS. MAZZOCHI: 17 Q. Do you know whether the ASP calculations 18 required Regeneron to report the -- to report any 19 dollar amounts they were paying to a charitable 20 foundation? 21 A. There are specific requirements that 22 define average selling price. I have seen them 23 before. I do not have them at my -- at top of 24 mind, so I don't -- I don't recall that. 25 Q. Well, if Regeneron did not properly	Page 161 1 Q. Okay. The government alleges that 2 before Regeneron began selling Eylea in 2011, 3 Regeneron chose a higher price range from, quote, 4 because it knew that it could eliminate any 5 financial burden that the higher price would 6 impose on Medicare patients and their physicians 7 simply by paying more to a foundation that would 8 cover the proportionately higher Medicare copays 9 for Eylea. 10 Do you see that? 11 A. I do. 12 Q. Does that suggest that one of the re -- 13 if it's true, does that suggest that one of the 14 reasons why Regeneron can maintain its higher 15 price tag relative to Lucentis or the discounts 16 of Lucentis is because Regeneron is providing 17 value in a different way through the Chronic 18 Disease Fund? 19 MR. CAINE: Objection; form. Outside 20 the scope. 21 THE WITNESS: I have no idea whether 22 that statement is true or whether or not it's 23 unique to Eylea, if it is true. So I -- I've not 24 evaluated that, and it is not part of my report, 25 my statement.

41 (Pages 158 - 161)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 41

Samsung Bioepis Exhibit 1077

Page 41

Page 162 1 BY MS. MAZZOCHI: 2 Q. All right. And, again, you don't know 3 what the effective cost of Eylea would be once 4 you have accounted for discounts that Regeneron 5 paid through the Chronic Disease Fund? 6 MR. CAINE: Objection; form. 7 THE WITNESS: I have no idea whether, in 8 fact, any payments were made through the Chronic 9 Disease Fund. 10 BY MS. MAZZOCHI: 11 Q. You didn't know to ask either, did you? 12 MR. CAINE: Objection; form. 13 BY MS. MAZZOCHI: 14 Q. Let's take a look at Paragraph 3 in 15 Manning Exhibit 2. There's a person named Murray 16 Goldberg referenced there. 17 Did you ever speak to Murray Goldberg in 18 connection with your retention by Regeneron? 19 A. I don't believe so. 20 Q. Okay. If you take a look at Paragraph 5 21 in Manning Exhibit 2, the United States makes 22 allegations against Regeneron under the 23 Anti-kickback Statute. 24 Do you see that? 25 A. I see that Paragraph 5 reads, Because of	Page 164 1 not getting Eylea-specific data from CDF." 2 Do you see that? 3 A. I do see that. 4 Q. Do you have an understanding as to 5 why auditors are going to want to ensure that 6 Regeneron's not getting drug-specific data from 7 this charitable foundation in connection with 8 making patient copayments? 9 MR. CAINE: Object to the form. Object 10 to the question as outside the scope. 11 THE WITNESS: Yeah. I don't have any 12 opinion about this litigation, so -- 13 BY MS. MAZZOCHI: 14 Q. Okay. It then says, "In fact, as 15 Terifay and others knew, the company was getting 16 frequent Eylea-specific reports from CDF and 17 then using that data to correlate the company's 18 payments to CDF with the foundation's spending on 19 copays for Eylea." Do you see that? 20 A. I see the statement. 21 Q. All right. And then it's followed by, 22 "Regeneron's payments to CDF were not charity. 23 Rather, the company intended those payments 24 to subsidize Eylea's high price for Medicare 25 patients and to ensure that physicians would not
Page 163 1 the anti-kickback statute, et cetera, et cetera, 2 prohibits such indirect kickbacks and subsidized, 3 Regeneron's conduct was illegal and senior 4 management knew it. Is that what you mean? 5 Q. Right. 6 A. I see those words. I -- I don't know 7 what you want me to take from that. 8 Q. Before you offered your commercial 9 success opinions in this case, Regeneron never 10 told you that they had been accused of making 11 illegal kickbacks in connection with Eylea by the 12 United States government? 13 A. Not to my recollection, no. 14 Q. All right. One of the individuals 15 referenced in Paragraph 5 is named Robert 16 Terifay. Did you speak with him in connection 17 of any of your work involving Regeneron? 18 A. Not that I know, no. 19 Q. If you take a look at Paragraph 5, 20 starting at Line 3, it says, "During 2016, 21 company auditors twice inquired about the 22 information Regeneron was getting from CDF about 23 Eylea. Both times Regeneron management, 24 including the company's commercial chief Robert 25 Terifay, lied and asserted that the company was	Page 165 1 have to worry about collecting copays on Eylea 2 from their Medicare patients." 3 Do you see that? 4 A. I do. 5 Q. Is this scheme alleged here consistent 6 with the one that you've seen for other 7 pharmaceutical companies? 8 MR. CAINE: Objection; form. Outside 9 the scope. 10 THE WITNESS: I have no comment about -- 11 to characterize it as a scheme, I don't -- I -- I 12 wouldn't -- I don't have an opinion about that. 13 I've not evaluated this claim and the evidence. 14 I just -- I have nothing to say about it. 15 BY MS. MAZZOCHI: 16 Q. All right. If you take a look at 17 Manning Exhibit 2, Paragraph 29 -- let me know 18 when you're there. 19 A. Uh-huh. I'm there. 20 Q. All right. It states in the last 21 few lines of Paragraph 29, "Even patients with 22 Medigap often face annual deductibles of several 23 hundred dollars the first time they take Eylea 24 each year." Do you see that? 25 A. I do.

42 (Pages 162 - 165)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 42

Samsung Bioepis Exhibit 1077

Page 42

Page 166 1 Q. Do you know if that's a true statement? 2 A. I've not evaluated the Medigap policies 3 over the scope of the market, so I -- I can 4 imagine that it's true, but I don't have 5 independent knowledge of it. 6 Q. Now, I believe you did recognize that 7 there were patients who were choosing Avastin 8 over Eylea for AMD because of Avastin's lower 9 cost, right? 10 A. That would be logical for them to make 11 that choice. 12 Q. All right. And can we agree that to get 13 rid of or reducing a patient's copay obligations 14 or deductible payments would make Eylea more 15 attractive to those patients? 16 A. The lower the patient payment for 17 any product, the more attractive it would be, 18 everything else the same. 19 Q. Okay. Let's take a look at Paragraph 30 20 in Manning Exhibit 2, the United States v. 21 Regeneron civil complaint. And I'd like you to 22 take a look at the sentence that starts on the 23 7th line from the top of this paragraph, which 24 reads, "Eylea, Lucentis and Avastin all have 25 comparable efficacy."	Page 168 1 Q. All right. So just to be clear, do you 2 agree that Eylea, Lucentis and Avastin all have 3 comparable efficacy or do you disagree? 4 A. I'm hanging up on the term "efficacy" 5 because that's a medical term, and I would prefer 6 to simply hold to the FDA's determination that 7 Eylea was not inferior to Lucentis in its 8 evaluation of the product when it was first 9 submitted for review. 10 Q. Let's take a look at the text that -- in 11 Paragraph 30 of Manning Exhibit 2, the sentence 12 that starts after the website, which I believe 13 is around the 8th line from the end of the 14 paragraph. It says, "When used in this manner 15 off label, Avastin costs approximately \$55 per 16 dose while Lucentis costs approximately \$2,000 17 per dose, and Eylea \$1,850 per dose." 18 Do you see that? 19 A. I do. 20 Q. Are those numbers consistent with the 21 numbers you used in your declaration? 22 A. Generally, although they're not exactly 23 right. 24 Q. Which one do you think is not exactly 25 right?
Page 167 1 Do you see that? 2 A. I do. 3 Q. All right. But for your commercial 4 success opinions here, you are assuming that 5 Eylea has an efficacy that is different from 6 Lucentis and Avastin, right? 7 A. No. 8 MR. CAINE: Objection; form. 9 BY MS. MAZZOCHI: 10 Q. No? Isn't that what your eight-week 11 treatment period is all about? 12 A. What I said is -- and what I said 13 earlier today is that the FDA evaluated 14 Eylea -- in evaluating Eylea, there was a 15 non-inferiority assessment; and in terms of 16 patient response, Eylea was assessed to be 17 non-inferior to Avastin. So in some sense, 18 that's consistent with this statement that they 19 all have comparable efficacy, if you divorce the 20 notion of efficacy from treatment duration. 21 Now, a patient experience includes 22 treatment duration or treatment frequency, but 23 that is what I distinguished as -- that is what I 24 identified as the distinguished character -- 25 distinguishing feature of Eylea.	Page 169 1 A. Well, referring back to Chart 9, 2 early in the -- in the time period on that chart 3 Eylea's price is the -- the payment limit price 4 is 1,961, which I believe is 106 percent of 5 1,850, so that one is correct. Lucentis's cost, 6 1,992 is 106 percent of the ASP, so that one 7 -- you know, it says approximately 2,000, that's 8 approximately 2,000, but you've got to account 9 for the 6 percent markup so there's some 10 difference there. The biggest difference is 11 Avastin, the data from Medicare payment upper -- 12 upper limit -- I'm sorry -- payment limit price 13 is much lower, being about \$8 for Avastin, in 14 contrast to the \$55 here. 15 Q. All right. Now, earlier I believe you 16 mentioned that it's your opinion that price has 17 not hindered Eylea's commercial success, right? 18 A. I did make that statement, yes. 19 Q. Because you believe that economic theory 20 clearly dictates the product price affects the 21 quantity demanded, and that all being the same, 22 A product with a lower price should have greater 23 consumer utilization than a product with a higher 24 price, right? 25 A. It sounds like you're quoting my report,

43 (Pages 166 - 169)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 43

Samsung Bioepis Exhibit 1077

Page 43

Page 170 1 or my declaration. And to the extent that you 2 quoted it accurately, I would agree with that. 3 But I -- I wasn't reading along with you, so I'll 4 have to accept your representation. 5 Q. All right. Well, let's look again at 6 your paragraph -- at this Paragraph 30 in the 7 U.S. government's complaint against Regeneron 8 -- Regeneron, Manning Exhibit 2. 9 Sixth line from the end it says, 10 "Nonetheless, because copay foundation coverage 11 is readily available for Eylea and Lucentis but 12 not for Avastin, Eylea and Lucentis are actually 13 cheaper than Avastin for patients facing Medicare 14 copays." 15 Now, do you agree or disagree? 16 MR. CAINE: Objection; form. Outside 17 the scope. 18 THE WITNESS: That's an allegation that 19 I have not evaluated and I don't have an opinion. 20 BY MS. MAZZOCHI: 21 Q. All right. If, in fact, it's true, as 22 the federal government alleges, that copay 23 foundation coverage made Eylea cheaper than 24 Avastin for patients facing Medicare copays, 25 it wouldn't be surprising, then, to see some	Page 172 1 Chronic Disease Foundation copay coverage, right? 2 MR. CAINE: Objection; form. Outside 3 the scope. 4 THE WITNESS: I have no information 5 about the Chronic Disease Fund or any of the 6 allegations made in this report -- or this 7 complaint. 8 BY MS. MAZZOCHI: 9 Q. All right. Take a look at Manning 10 Exhibit Paragraph 32, it refers to a Michael 11 Banigan. Have you ever heard of this person? 12 A. I -- you broke up when you were saying 13 which exhibit number. I presume you're still on 14 Exhibit 2? 15 Q. Yep. 16 A. Michael Banigan in 32, I have not -- as 17 far as I know, I have never met him or spoken to 18 him. 19 Q. Okay. All right. If you take a look 20 at Paragraph 34 in the federal government's 21 complaint against Regeneron, it says, "The 22 Chronic Disease Fund now operates as Good Days." 23 Do you see that? 24 A. I do. 25 Q. Have you ever encountered Good Days
Page 171 1 additional market uptake of Eylea. Is that fair? 2 MR. CAINE: Objection; form. 3 THE WITNESS: You know, I don't want 4 to grant the premise. I don't -- I haven't 5 evaluated that, so -- 6 BY MS. MAZZOCHI: 7 Q. No. I'm asking you if it's true that, 8 in fact, the -- the copay foundation made Eylea 9 cheaper than Avastin for patients facing Medicare 10 copays, that would be a clear reason for a 11 patient to favor taking Eylea as opposed to 12 Avastin, right? 13 MR. CAINE: Objection; form. 14 THE WITNESS: Economic theory, as I've 15 said, is pretty clear that lower prices mean that 16 people are more typically, everything else the 17 same, willing to choose a lower price. So if 18 that's the hypothetical you are proposing, which 19 I'm not sure I -- I understand entirely and which 20 I don't grant, sure, a lower price is a reason 21 that somebody would use more of something. 22 BY MS. MAZZOCHI: 23 Q. And, again, you haven't assessed what 24 percentage of Eylea sales might have been cheaper 25 than Avastin if the patients received this	Page 173 1 in connection with your experience in the 2 pharmaceutical industry? 3 A. Not that I know. I -- I have no -- no 4 recollection of that. 5 Q. Do you know whether your Attachment D-1, 6 which includes the Eylea profit and loss data 7 that it got from Regeneron includes any fund 8 expenditures that Regeneron made to Good Days? 9 MR. CAINE: Objection; form. 10 THE WITNESS: Again, I don't know 11 anything about such an organization or whether 12 there -- if any payments were made to them, where 13 they would end up on the P&L. 14 BY MS. MAZZOCHI: 15 Q. If you take a look at the federal 16 complaint against Regeneron involving Eylea, 17 Manning Exhibit 2, Paragraph 37 -- 18 A. 37 did you say? 19 Q. Yep. 20 -- you're talking about how Regeneron 21 was considered pricing Eylea and that Regeneron 22 was considering a price of \$1,500 per Eylea 23 injection. Do you see that? 24 A. I do. 25 Q. Then it notes, "In its analysis, Xcenda

44 (Pages 170 - 173)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 44

Samsung Bioepis Exhibit 1077

Page 44

Page 174 1 noted that Regeneron could increase that price to 2 1,950 per injection, but that higher price would 3 nec -- necessitate Regeneron increasing its 4 foundation funding by 43 percent. 5 Do you see that? 6 A. I do see that. 7 Q. And then the government alleges, 8 "Notwithstanding the increased cost of 9 foundations funding with the higher price, 10 Xcenda advised that the overall financial impact 11 considering revenue of increasing price to 1,950 12 per injection is largely favorable to Regeneron 13 since the revenue increase will offset the 14 increase in the budget needs to run the program." 15 Do you see that? 16 A. I do. 17 Q. All right. Take a look on the next 18 page, which is a slide that the federal 19 government alleges refers to these types of 20 projections. 21 Have you ever seen any documents like 22 this? 23 A. This is new to me. 24 Q. If you take a look at the -- well, if 25 you take a look at the federal complaint against	Page 176 1 Q. All right. Do you agree or disagree 2 with the premise that if copay assistance is not 3 available for Eylea or Lucentis patients, then 4 patients with wet AMD will wind up on Avastin? 5 A. I don't have an opinion. I mean, 6 it's not something I've considered. I would 7 disagree with it as a categorical statement, but 8 I haven't -- 9 Q. Why is that? 10 A. -- evaluated it. 11 It's too absolute. 12 Q. All right. Let's put it this 13 way: There are patients who, if copay assistance 14 is not made available for Eylea and Lucentis, at 15 least some patients with wet AMD will switch to 16 Avastin, right? 17 MR. CAINE: Objection; form. Outside 18 the scope. 19 THE WITNESS: That would require an 20 analysis of the patient's specific healthcare 21 needs and what he or she and his or her physician 22 assessed their need to be. Can I imagine it 23 might be possible? Sure. But is it 24 categorically true? I wouldn't think so. 25 BY MS. MAZZOCHI:
Page 175 1 Regeneron involving Eylea, Manning Exhibit 2, 2 Paragraph 39, it reports here testimony from 3 Cynthia Sherman, a Senior Director for 4 Reimbursement at Regeneron who testified peop -- 5 in response -- as follows: Question: "But 6 people understood that if copay assistance was 7 not available for Eylea or Lucentis patients, 8 that patients with wet AMD would end up on 9 Avastin?" Answer: "Yeah. That's why they 10 wanted to have a managed care copay program." 11 Do you see that? 12 A. I do. 13 Q. Did you speak with Cynthia Sherman at 14 all in connection with getting information about 15 Regeneron and its sales and reimbursements -- 16 A. As I said earlier, I don't -- I don't 17 remember talk -- I don't remember the names of 18 the people I spoke with. I don't remember 19 speaking to anybody with that name. 20 Q. Do you know if she's still with the 21 -- well, you wouldn't know she's still with the 22 company. All right. Have you ever encountered 23 Cynthia Sherman in the context of the 24 pharmaceutical industry? 25 A. Not to my knowledge, no.	Page 177 1 Q. Well, all other things being equal, 2 economic theory would dictate, right, that if you 3 have a choice between taking Avastin or Eylea, 4 where you have to pay a copay, if someone pays 5 your copay, then that's going to make it easier 6 for you to take Eylea, right? 7 A. But the important thing -- 8 MR. CAINE: Objection; form. 9 THE WITNESS: Sorry. But the important 10 thing that you've glossed over is that everything 11 else is not equal. 12 BY MS. MAZZOCHI: 13 Q. Your firm hasn't been retained by 14 Regeneron in connection with any work involving 15 these copay lawsuits, have they? 16 A. Not that I know. 17 Q. All right. Take a look at the federal 18 complaint against Regeneron involving Eylea, 19 Manning Exhibit 2, Paragraph 43. 20 Do you have that? 21 A. I do. 22 Q. There's a reference to a Robert 23 Krurkowski. Did you -- did you speak with him at 24 all in connection with your Regeneron work? 25 A. That name is not familiar to me, but

45 (Pages 174 - 177)

Page 178 1 I -- again, as I told you, I did not remember the 2 names of the people I spoke with, and so I can't 3 say definitively whether I did or did not. 4 Q. Another person mentioned is William 5 Daniels. Does that name ring a bell? 6 A. No. 7 Q. How about Clorinda Walley? 8 A. No. 9 Q. If you can take a look at Paragraph 50? 10 A. 5-0? 11 Q. Again, Manning Exhibit 2. 12 A. Yes. But did you say 5-0 or 6-0? 13 Q. Sorry. 5-0. 14 A. Okay. 15 Q. There's a reference to a Cathy 16 Casey, Regeneron's Senior Director for 17 Reimbursement Strategy. Do you see that? 18 A. Yes. 19 Q. All right. Is that someone who you 20 spoke with? 21 A. I don't recall that name. 22 Q. Take a look at the federal complaint 23 against Regeneron involving Eylea, Manning 24 Exhibit 2, at Paragraph 56, please. 25 A. Again, 5-6?	Page 180 1 these emails is attached as Exhibit 14. In other 2 words, Regeneron's plan to pay CDF almost exactly 3 what CDF said it needed at that point to cover 4 copays for Eylea patients." 5 Do you see that? 6 A. I do. 7 Q. All right. Take a look at Attachment 8 D-1 to your declaration, so Exhibit 2052, Page 9 171 of 289. 10 Now, in 2013, Regeneron reported almost 11 [REDACTED] in sales, right? 12 A. Yes. Well, in gross sales. 13 Q. Gross sales, right. 14 Now, take a look at Paragraph 60 in 15 Manning Exhibit 2, the federal complaint against 16 Regeneron about Eylea. 17 A. I'm sorry. Once again, six-zero? 18 Q. Six-zero. 19 A. Okay. 20 Q. Now, according to this paragraph, it 21 states, CDF -- fourth line down it states "CDF 22 has paid out 32.6 million through 6/3/13, and 23 that CDF's 2013 renewals for Eylea patients 24 accounted for approximately 41 percent of the 25 fund. Daniels then presented ROI Regeneron could
Page 179 1 Q. Five-six. 2 A. Oh. It ends at 60, I guess. Okay. 3 Q. All right. There's a reference to a 4 Christopher Fenimore, Regeneron's Vice president 5 of Financial Planning. Have you ever interacted 6 with this person? 7 A. Not to my knowledge, no. 8 Q. If you can take a look at the lines 9 previous from Paragraph 55, there's a reference 10 to -- fourth line from the bottom of Line 55, "We 11 potentially need about 25 mill to adequately fund 12 our patient responsibility for 2013." 13 Do you see that? 14 A. Yes. 15 Q. All right. Again, if we go back to the 16 profit and loss data in your Attachment D-1 and 17 we look at the copay assistance identified for 18 Eylea in the year 2013, that's listed as almost 19 [REDACTED], right? 20 A. Yes. 21 Q. Okay. And if you take a look at 22 Paragraph 56, sixth line down there's an email 23 referred to that says "Fenimore reported that Bob 24 Terifay just walked me through the logic. We 25 agreed to put 25 million in the plan. A copy of	Page 181 1 expect from paying CDF 35 million in 2013." And 2 according to the slide, that dollar amount is 3 198.5 million, right? 4 A. I see the number 198.5 million. I'm not 5 certain I -- that it corresponds to the prior 6 sentence. 7 Q. Well, if, in fact, 198.5 million were 8 the sales that resulted for Eylea in 2013 as a 9 result of this Chronic Disease Foundation paying 10 approximately \$35 million for copays, that would 11 constitute about 13 percent of Regeneron's sales 12 in 2013, right? 13 MR. CAINE: Objection; form. 14 THE WITNESS: If 198.5 divided by 15 1496.57 is the percentage you suggested, that 16 would be true. I haven't done that math. 17 BY MS. MAZZOCHI: 18 Q. Okay. If we take a look at 19 Attachment C-12 to your expert report, which is 20 Page 170 of 289 in Exhibit 2052, what was the 21 percent -- 22 A. I'm sorry. I'm trying to get there. 23 Q. Yeah. It was just the page before 24 Attachment D-1. 25 A. Yeah. But it's on the -- on a page that

46 (Pages 178 - 181)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 46

Samsung Bioepis Exhibit 1077

Page 46

Page 182 1 has become separated from the rest, so -- 2 Q. Ah. 3 A. 171, page? 4 Q. Page 170, Attachment C-12. 5 A. The chart? Okay. 6 Q. Yep. Now, you've got the percentage 7 point change in total sales shared since Eylea 8 launched Medicare Part B data, right? 9 A. Yes. 10 Q. All right. And this -- these 11 accusations the federal government has made 12 against Regeneron involve the Medicare Part B 13 patients, right? 14 A. I don't know whether they are limited to 15 Medicare Part B or they apply to Medicare more 16 broadly. 17 Q. Okay. Well, either way, what was the 18 percentage increase in total sales as between 19 2012 and 2013? 20 A. Well, as reflected on the chart, the 21 change in sales share is 24.6 minus 16.8, so 8.4. 22 Q. Okay. 23 A. That's a percentage point difference. 24 Q. Right. And if we wanted to get the 25 gross -- well, actually, if we were to try to	Page 184 1 A. As I've said before, I do not know how 2 that would be characterized in their accounts, 3 and I do not know where it would be, if it was 4 there. I don't even know that. 5 Q. Do you know where it should have been 6 accounted for -- 7 A. I do not. 8 Q. -- in the profit and loss? 9 A. I do not, if it was there. I -- again, 10 you're presenting me a set of hypotheticals that 11 I don't know. 12 Q. All right. All right. Are you also 13 aware of -- sorry. Have you ever encountered 14 anyone at Regeneron or in the pharmaceutical 15 industry who goes by the name of John Calabro? 16 A. Not that I recall. 17 Q. How about Thibault Corbin de Mangoux? 18 A. I'm sorry. You broke up on that last 19 name and I don't see it anywhere. 20 Q. How about the name Thibault Corbin de 21 Mangoux? 22 A. I have no recollection of hearing that 23 name. 24 MS. MAZZOCHI: All right. Let's go 25 ahead and take our break.
Page 183 1 calculate the gross sales price increase -- I'm 2 sorry -- the gross sale increase from 2012 to 3 2013 as a percentage, how would you calculate 4 that? 5 MR. CAINE: Objection; form. 6 THE WITNESS: I would divide the latter 7 by the former; subtract one. 8 MR. CAINE: Counsel, when you get to a 9 point where we can take a break, I'd like to do 10 that. 11 MS. MAZZOCHI: Sure. Tell you what, let 12 me just crank through a few more of these names. 13 BY MS. MAZZOCHI: 14 Q. Take a look at the federal government's 15 complaint against Regeneron, Manning Exhibit 2, 16 paragraph 6-3 -- 63. 17 A. Mm-hmm. 18 Q. All right. The federal government 19 alleges that Regeneron -- in 2013 Regeneron 20 paid CDF a total of 35 million, which is almost 21 exactly what CDF had told Regeneron it needed to 22 cover copays for Eylea patients in 2013. 23 Again, do you have any idea where that 24 -- whether that 35 million, if true, would be 25 captured in the Eylea profit and loss data?	Page 185 1 MR. CAINE: Thank you. 2 THE VIDEOGRAPHER: Please stand by. 3 The time is 2:57 p m. We're going off the 4 record. 5 (Recess taken.) 6 THE VIDEOGRAPHER: The time is 3:16 p m. 7 This begins Media Unit Number 4. We're now on 8 the record. 9 Please proceed, Counsel. 10 BY MS. MAZZOCHI: 11 Q. Thank you, Dr. Manning. Did you have 12 any discussions over the break? 13 A. No. 14 Q. I'm going to mark for you as Manning 15 Exhibit 3 a document titled Horizon Healthcare 16 Services, Inc., doing business as Horizon 17 BlueCross BlueShield of New Jersey, Plaintiff, 18 versus Regeneron Pharmaceuticals, Inc., 19 Defendant, Case Number 1:22 CV 10493-FDS, pending 20 in the United States District Court, District of 21 Massachusetts, filed April 4th, 2020. 22 (Manning Exhibit No. 3, a document 23 titled Horizon Healthcare Services, Inc., et al., 24 versus Regeneron Pharmaceuticals, Inc., 25 Defendant, filed April 4th, 2020, was

47 (Pages 182 - 185)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 47

Samsung Bioepis Exhibit 1077

Page 47

Page 186 1 introduced.) 2 THE WITNESS: Okay. I have it. 3 BY MS. MAZZOCHI: 4 Q. Dr. Manning, I'm operating under the 5 assumption that you were also not aware that 6 Horizon has sued Regeneron also for violating the 7 Anti-kickback Statute and also for civil RICO and 8 a variety of other claims in connection with its 9 Eylea practices? 10 A. Alleged Eylea practices, I presume you 11 meant to say? 12 Q. Sorry? 13 A. Alleged Eylea practices? 14 Q. Sure. 15 A. I -- I haven't seen this complaint 16 before. 17 Q. Okay. 18 A. That I'm aware of, anyway. 19 Q. Take a look at Paragraph 8 in the 20 complaint. I'm just going to refer to the 21 plaintiff here as Horizon, if that's all right. 22 A. Mm-hmm. 23 Q. So Paragraph 8, Horizon is alleging that 24 "Regeneron gained an unfair advantage over its 25 competitors by distorting the cost of Eylea, in	Page 188 1 financial assistance for Eylea's out-of-pocket 2 costs. Regeneron did so through a program called 3 EYLEA4U, which Regeneron implemented in concert 4 with CDF and Lash Group, LLC (the Lash Group) a 5 pharmaceutical industry consulting firm." 6 Do you see that? 7 A. I do. 8 Q. Do you recall seeing any documents that 9 you received from Regeneron relating to marketing 10 that described the program called EYLEA4U? 11 A. As I sit here, I don't recall that, no. 12 But I can't affirm that I didn't see it. 13 Q. Okay. All right. Paragraph 17 in 14 Manning Exhibit 3 continues, "The EYLEA4U program 15 connected patients and prescribers with CDF, 16 assisted them in submitting claims to health 17 insurance plans such as Horizon, and facilitated 18 the plan's payment of claims tainted by 19 Regeneron's illegal kickbacks." 20 Do you see that? 21 A. I do. 22 Q. All right. And if you take a look in 23 Paragraph 18 -- well, actually before we get 24 there, have you ever had any interactions with 25 the Lash Group, LLC?
Page 187 1 the view of patients and their prescribers, while 2 increasing the cost borne by Medicare and private 3 healthcare plans, the payments funneled by 4 Regeneron through CDF operated as kickbacks to 5 patients who otherwise had a contractual 6 incentive to choose an equally effective but 7 lower cost drug. Regeneron's scheme thus 8 violated the federal Anti-kickback Statute among 9 other laws." 10 Do you see that? 11 A. I do. 12 Q. Would it be fair to say that if 13 Regeneron has been violating the federal 14 Anti-kickback Statute that that would influence 15 your commercial success opinions in this case? 16 MR. CAINE: Objection; form. 17 THE WITNESS: I -- a lot would depend on 18 exactly what the nature of the behavior was, so I 19 -- I don't know. 20 BY MS. MAZZOCHI: 21 Q. Well take a look at Par -- Paragraph 10 22 -- actually, you know, let's just jump to 23 Paragraph 17. 24 It says, "Regeneron widely advertised to 25 patients and physicians the availability of CDF	Page 189 1 A. Not that I recall, no. 2 Q. All right. In Paragraph 18, it says, 3 "Regeneron, CDF and the Lash Group never 4 disclosed to Horizon and other health insurance 5 plans, or to the public at large, the illegal 6 aspects of Regeneron's relationship with CDF. 7 In particular, they concealed the fact that 8 Regeneron's funding of CDF was designed to cover 9 anticipated demand by Eylea patients 10 exclusively." 11 Do you see that? 12 A. I do see that. 13 Q. Now, to the extent you've encountered 14 these type of patient copay assistance programs, 15 do you know whether in those programs the funding 16 is designed to cover demand by one company for 17 one particular drug exclusively? 18 MR. CAINE: Objection; form. Outside 19 the scope. 20 THE WITNESS: Yeah. I have not 21 evaluated that question for this report. 22 BY MS. MAZZOCHI: 23 Q. Right. But based on your experience, 24 generally -- I mean, you seem like you're very 25 familiar with these types of programs.

48 (Pages 186 - 189)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 48

Samsung Bioepis Exhibit 1077

Page 48

Page 190 1 A. Well, I said I heard about them in that 2 many companies have programs like this. I -- I 3 don't know, to tell you the truth, whether they 4 are typically restricted to one product or one 5 company. 6 Q. If you take a look -- well, which 7 companies are you aware of that run these types 8 of programs? 9 A. You know, I -- I've read about these 10 kinds of programs in the -- my general experience 11 with the industry, and I don't have a specific 12 memory of which companies do or don't or have or 13 haven't. I couldn't give you a specific answer 14 to that. 15 Q. Okay. And sitting here today, you're 16 not taking a position one way or the other as to 17 whether Regeneron did or didn't violate the 18 Anti-kickback Statute, right? 19 A. I'm not. 20 Q. Okay. If you can -- do you know 21 -- well, can you say today with any certainty 22 that Regeneron would have made the same sales 23 that it did without this EYLEA4U program? 24 A. I have not evaluated the program. I 25 don't know what it is or how it operates, so I	Page 192 1 180 million, including nearly one million in 2 Massachusetts to date, to cover the cost of Eylea 3 for its members. As alleged below, Regeneron's 4 scheme violated the federal RICO statute and 5 state consumer protection statutes. 6 Do you see that? 7 A. I do. 8 Q. Are you aware of any other copayment 9 programs that you've encountered that have led to 10 allegations of federal RICO and state consumer 11 protection violation accusations? 12 MR. CAINE: Objection; form. 13 THE WITNESS: Well, you mentioned 14 earlier that there were allegations against 15 Pfizer that were settled. I don't know the 16 details of -- I don't recall the details of those 17 allegations. I don't know whether or not they 18 included these kinds of allegations or not. So 19 I -- I can't think of a specific instance. 20 BY MS. MAZZOCHI: 21 Q. Okay. If you'd take a look at Paragraph 22 24, it states, "In the absence of its conduct by 23 Regeneron and its coconspirators, Horizon members 24 in need of wet AMD treatment would have opted for 25 the far cheaper Avastin." Do you see that?
Page 191 1 can't say that. 2 Q. Okay. If you take a look at Paragraph 3 20 and look at the text that starts about the 4 sixth line down after the website link, it says, 5 "CMS, the agency that administers Medicare, 6 recently singled out Eylea as illustrating the 7 nation's drug pricing problems, stating the 8 top-selling Medicare Part B drug, a common eye 9 drug, Eylea, was approximately two times as 10 expensive in Medicare Part B as in comparison 11 countries. The government thus cited Eylea 12 as a prime example of the need to reform a 13 dysfunctional and anticompetitive system that 14 leaves taxpayers and American seniors on the hook 15 for paying the highest drug costs in the world." 16 Do you see that? 17 A. I do. 18 Q. Do you know if it's true that Eylea 19 costs twice as much in Medicare Part B as in 20 comparison countries elsewhere in the world? 21 A. I do not. 22 Q. Do you know whether -- well, strike 23 that. 24 If you take a look at Paragraph 22, 25 Horizon is alleging that it has paid more than	Page 193 1 A. I do. 2 Q. All right. Do you agree that there 3 -- or disagree that if, in fact, this scheme 4 existed, Horizon members in need of wet AMD 5 treatment may have opted for the cheaper Avastin? 6 MR. CAINE: Objection; form. 7 THE WITNESS: I don't know. 8 Sorry. 9 MR. CAINE: That's okay. 10 THE WITNESS: I don't know. 11 BY MS. MAZZOCHI: 12 Q. One of the things that Horizon talks 13 about in Paragraph 23 is that they have patients 14 have contractual cost-sharing obligations, and 15 it -- and it says that through this scheme 16 -- through this program, Regeneron improperly 17 eliminated members' contractual incentive to use 18 lower-cost alternatives. 19 Do you see that? 20 A. I do see those words. 21 Q. All right. What's your understanding, 22 generally, of private [audio dropped] -- and 23 having contractual cost sharing -- 24 A. I'm sorry. You broke up. Private -- 25 private who?

49 (Pages 190 - 193)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 49

Samsung Bioepis Exhibit 1077

Page 49

Page 194 1 Q. What -- what's your understanding, 2 generally, of why insurance companies include 3 contractual cost-sharing obligations? 4 A. Third-party payors have insurance plans 5 not only in healthcare, or, you know, insurers 6 generally have programs that share costs with 7 payors to meet other obligations or perhaps to 8 incentivize people's behavior. There are a lot 9 of reasons why someone might -- why a company 10 might impose a cost-sharing arrangement. 11 Q. Well, if we look at Paragraph 25, 12 Horizon claims that the reason why they have 13 these types of contractual provisions is to 14 create an incentive that will encourage patients 15 and prescribers to make cost comparisons when 16 choosing among alternative drugs. 17 Do you that in Paragraph 25? 18 A. I do. 19 Q. All right. Do you agree that -- that 20 types of these copay or deductible or coinsurance 21 requirements will encourage patients and 22 prescribers to make cost comparisons when 23 choosing amongst alternative drugs? 24 A. Sometimes they do. Sometimes they 25 don't. It depends on the structure of the -- of	Page 196 1 the scope. 2 THE WITNESS: Again, I don't know that 3 they existed, so I can't have been aware of it. 4 BY MS. MAZZOCHI: 5 Q. Well, did you ever inquire of Horizon 6 -- I'm sorry. Did you ever inquire of Regeneron 7 and these salespeople that you spoke with, 8 whether -- what -- what the lists were that they 9 were aware of or reasons why people switched from 10 Eylea to Avastin? 11 MR. CAINE: Objection; form. 12 THE WITNESS: I don't recall asking that 13 specific question, no. 14 BY MS. MAZZOCHI: 15 Q. Let's go ahead and put that one aside 16 for now. 17 One of the things that we had actually 18 talked about before the lunch break related to 19 some of the insurance coverage issues. And if I 20 may, I'd now like to mark as Manning Exhibit 4, 21 Aetna Insurance Clinical Policy Bulletin date 22 last review February 18th, 2022, titled "Vascular 23 Endothelial Growth Factor Inhibitors for Ocular 24 Indications." 25 ///
Page 195 1 the program. 2 Q. All right. And you have -- you haven't 3 assessed one way or the other whether they do or 4 they don't when it comes to Eylea, right? 5 A. I have not. 6 Q. If you can take a look at Paragraph 7 -- if you can go to Paragraph 85, Horizon alleges 8 here that "In early 2014, a Regeneron sales 9 associate reported within the company that a 10 major physician's group, LIVR, or Long Island 11 Vitreo Retinal Consultants, had been told that 12 CDF lacked funding for Eylea and, as a result, 13 was switching patients to Avastin. This 14 confirmed that Eylea, costing 1,850 per dose, 15 could not compete effectively with Avastin, 16 costing \$55 per dose, unless Regeneron paid the 17 cost-sharing obligations of Eylea patients." 18 Do you see that? 19 A. I do. 20 Q. All right. Were you aware that there 21 were some doctors out there who, basically, were 22 willing to switch their patients from Eylea to 23 Avastin if these copayment sharing functions 24 didn't exist? 25 MR. CAINE: Objection; form. Outside	Page 197 1 (Manning Exhibit No. 4, a document 2 titled "Aetna Insurance Clinical Policy Bulletin 3 date last review February 18th, 2022, titled 4 "Vascular Endothelial Growth Factor Inhibitors 5 for Ocular Indications" was introduced.) 6 BY MS. MAZZOCHI: 7 Q. Let me know when you have that. 8 A. Okay. 9 Thank you. 10 Okay. I have it. 11 Q. And do you see the -- have you seen 12 these types of documents before? 13 A. Sorry. Let me take a look. 14 Well, to the extent that this is like a 15 formulary document, I've seen things like this. 16 I have not seen this particular document, nor 17 have I seen, you know, documents like this for 18 this particular therapeutic area. But I've seen, 19 you know, insurance coverage documents about -- 20 or plan documents about what products are 21 preferred, what status they -- they are on the 22 formulary and such, if that's, indeed, what I'm 23 seeing here, which it looks kind of like it is, 24 so -- 25 Q. Yeah. Have you done any assessment as

50 (Pages 194 - 197)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 50

Samsung Bioepis Exhibit 1077

Page 50

Page 198 1 to where Avastin is placed on major insurance 2 companies' formularies relative to Eylea? 3 A. In my discussions, both with Dr. Brown 4 and with the Regeneron people who we talked to, 5 my understanding was that Avastin typically 6 preferred or in a -- you know, as many low-cost 7 therapies are a very -- an attractive formulary 8 tier. And I -- I probably discussed that in my 9 report. At this point, I'm not remembering 10 exactly, sorry, but I could look that -- look for 11 that. 12 Q. Okay. And where you are on a formulary 13 tier can often drive sales in and of itself, 14 right? 15 A. Well, that -- a formulary is the result 16 of, very often, a negotiation between a -- or the 17 formulary placement is very often a result of a 18 negotiation between parties that determines where 19 you are on that tier, and that does have an 20 impact on sales or access to a product, 21 typically. 22 Q. And do you know what, if anything, 23 Regeneron gained from [audio dropped] the 24 formulary tier placement? 25 A. I'm sorry. I --	Page 200 1 You know, it -- it -- I don't know 2 exactly where it would land. It could land in 3 Eylea rebates, Eylea discounts, perhaps GPR 4 rebates and administrative fees. But I -- I 5 don't know the details about that, but those 6 would be my expectation of where the most likely 7 place is. But I wouldn't -- again, I don't know 8 the details. 9 Q. Do you have an understanding as to why 10 all of a sudden in 2017 the Eylea rebates and 11 Eylea discounts started to grow? 12 A. That was not part of my analysis. My 13 part -- my analysis focused on whether these 14 -- you know, the difference between gross and 15 net sales were, plausibly, the, you know, a more 16 important or, plausibly, erased the value or the 17 potential value of the -- or -- or contribution 18 of the eight-day dosing -- sorry, eight-month -- 19 eight-week dosing. 20 Q. All right. Well, the Eylea discounts, 21 you know, went from, essentially, nothing in 2016 22 on \$3 billion worth of sales, and then jumped up 23 to over [REDACTED] by 2021. You don't -- you 24 didn't ask the Regeneron people why they had to 25 start doing that type of discounting when they
Page 199 1 MR. CAINE: Objection; form. 2 THE WITNESS: That was garbled. 3 BY MS. MAZZOCHI: 4 Q. Do you know whether Regeneron provided 5 any companies with any incentives or sweeteners 6 in order to get more favorable formulary tier 7 placement? 8 MR. CAINE: Objection; form. 9 THE WITNESS: I don't know specifically. 10 I do know, and as we've talked about already on 11 the P&L, there are line items for rebates or 12 discounts and other things that would, 13 unsurprisingly, be of that form, and -- so 14 I did not -- I did not talk about specifics. 15 BY MS. MAZZOCHI: 16 Q. All right. Well, which -- which line 17 item do you think funds relating to formulary 18 tier status is accounted for? 19 A. That would typically show up in a -- a 20 rebate or -- now, different companies have 21 different names for them, so there isn't 22 -- sorry, let me go back to that attachment. 23 Q. You're looking at Attachment 1, Page 171 24 of Exhibit 2050? 25 A. Yeah. I'm trying to get there.	Page 201 1 hadn't done it in the years before? 2 A. When we discussed -- we didn't discuss 3 specific changes year-by-year. We discussed 4 the fact that their impressions were that their 5 rebatings were less significant, less substantial 6 than Lucentis's rebates. That was also the -- 7 Q. Right. But you -- 8 A. -- impression I got from Dr. Do -- or 9 the understanding I got -- not Dr. Do. Dr. 10 Brown. 11 Q. But you weren't the least bit curious 12 why, for the first several years of Eylea being 13 on the market, Regeneron didn't have to offer any 14 rebates or discounts, and then started doing it 15 in 2016 and 2017? 16 A. That was consistent with my impression 17 that the product had advantages, in particular 18 the eight-week dosing, and that those advantages 19 had been important early on in the product's 20 experience, and so the rebates were less 21 necessary. But as the product matured and, 22 perhaps, as payors became more -- as utilization 23 grew, I can under -- I was not surprised to see 24 that payors, providers, would have sought greater 25 rebates. And as Lucentis's rebates were growing,

51 (Pages 198 - 201)

Page 202 1 there was competitive pressure, I -- I can 2 imagine, that would have resulted in that. So I 3 didn't think that was unusual. 4 Q. All right. Well, let's go back, 5 then, to Manning Exhibit 4, the Aetna formulary 6 document for VEGF factor inhibitors for ocular 7 indications. And it says this is for a partial 8 -- I'm sorry -- for partial benefit plans. It 9 says, Brand Selection for Medically Necessary 10 Indications. Do you see that header -- 11 A. I do. 12 Q. -- on the first page? 13 A. Yes. 14 Q. All right. It says, "As defined in 15 Aetna commercial policies, healthcare services 16 are not medically necessary when they are more 17 costly than alternative services that are at 18 least as likely to produce equivalent therapeutic 19 or diagnostic results." 20 Do you see that? 21 A. Yes. 22 Q. All right. And then, if you take a look 23 at the 7th line down on this first page, it says 24 "There is a lack of reliable evidence that -- 25 Byooviz, Eylea, Lucentis, Mvasi, Susvimo and	Page 204 1 A. I'm sorry. Say that -- I -- I didn't 2 follow that. 3 Q. That could -- that could be what -- that 4 could -- that can explain why we see a higher 5 market share for Eylea in the switched eye wet 6 AMD population as opposed to the new eye market 7 share, right? 8 A. I still don't quite understand the 9 question, so can you be more specific, please? 10 Q. Sure. Do you recall earlier when we 11 were looking at some of those A -- those wave 12 studies where it looked like there was at least 13 one market share segment for wet AMD, where Eylea 14 actually had -- was the more common choice -- 15 A. Yes. 16 Q. -- and that was in the -- that was in 17 the switch eye segment? 18 A. Yes. 19 Q. All right. Well, this type of 20 formulary policy that encourages selecting 21 Avastin and then Eylea only if the members have a 22 contraindication, intolerance or ineffective 23 response to Avastin, that could be the reason why 24 you see a higher market share for Eylea in the 25 switched eye category, as opposed to the new eye
Page 203 1 Zirabev are superior to the lower-cost VEGF 2 inhibitor Avastin (bevacizumab) for the medically 3 necessary indications listed below." 4 Do you see that? 5 A. I do. 6 Q. All right. So Aetna is basically saying 7 they don't see any superior -- anything superior 8 about Eylea [audio dropped] Avastin, right? 9 A. They're expressing their opinion, yeah. 10 Q. Okay. And then it says Aetna considers 11 -- and it lists a bunch of drugs, Eylea being one 12 of them -- to be medically necessary only for 13 members who have a contraindication, intolerance 14 or ineffective response to the available 15 equivalent alternative VEGF inhibitor, Avastin, 16 for the following medically necessary 17 indications, right? 18 A. Yes. 19 Q. All right. Now, this idea that 20 they're only going to deem them medically 21 necessary only for members who have a 22 contraindication, intolerance or ineffective 23 response, that could explain why you see the 24 higher Eylea numbers for the switched eyes, 25 right?	Page 205 1 category, right? 2 A. It can contribute to it. 3 Q. All right. And, again, you haven't 4 ascertained the degree to which formulary tier 5 placement is influencing the choice of Avastin 6 versus Eylea in connection with your commercial 7 success opinions in this case, right? 8 A. My opinions were based on an analysis 9 of the commercial success of the product and the 10 nexus with that -- of that success with the 11 unique characteristics of the proj -- product, 12 which were the eight-week dosing, as I've 13 described. I did not apportion which parts of 14 the market environment contributed how much to 15 which part, only that the eight-week dosing was 16 important. 17 Q. Right. And you didn't -- and you didn't 18 ascertain whether formulary tier steps could also 19 have a nexus to the Eylea sales, right? 20 A. I did consider the -- you know, the 21 -- the coverage and -- and discussed the coverage 22 of Eylea on -- by insurance plans. And my 23 assessment was that there wasn't strong evidence 24 that Eylea's coverage was vastly different than 25 Lucentis's. And so, that was not a -- a primary

52 (Pages 202 - 205)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 52

Samsung Bioepis Exhibit 1077

Page 52

Page 206 1 driver for -- that would stand in place of the 2 eight-week dosing interval. 3 Q. Yeah. Now, you limited your answer 4 there to Lucentis. Did you ascertain whether the 5 coverage was different relative to Avastin? 6 A. As I've said earlier, Avastin was 7 generally on a preferred -- as I understood, 8 Avastin was generally first line of care across a 9 broad number of insurance plans or coverage 10 situations. 11 Q. Right. And won't that insurance plan 12 coverage for Avastin create a nexus to sales? 13 A. It would contribute. 14 Q. Right. And, likewise, wouldn't less 15 favorable tier placement for Eylea detract from 16 sales? 17 A. It would be a negative influence, which 18 could be overcome by favorable characteristics 19 such as a less-frequent dosing. 20 Q. Right. But if there was less-frequent 21 dosing such that insurance companies were making 22 more money, wouldn't that -- by having to pay for 23 fewer doses, wouldn't that actually encourage 24 Eylea to jump forward in the formulary tier 25 status?	Page 208 1 therapy, are all indications that Eylea, after 2 Avastin's lower cost attractiveness, is 3 attractive to patients and prescribers, so that 4 that would be an indication of the relative 5 attractiveness of that, and that is consistent 6 with patients and prescribers responding to the 7 less-frequent dosing. 8 Q. Right. I'm ask -- but I just want to be 9 clear. I'm asking have you identified anywhere 10 in a formulary where Eylea was placed ahead of 11 Aventus -- ahead of Avastin when it came to 12 prescribing decisions for VEGF inhibitors? 13 A. Did you mean Avastin or Lucentis? 14 Q. Avastin. 15 A. I am not. 16 Q. Okay. Thank you. All right. 17 Let's go ahead and -- it's probably 18 going to take me a second to -- well, not me, but 19 Mr. Marx to find this. 20 I would like to take a -- get ready to 21 mark as Manning Exhibit 5 Merck v. Teva 395 F3rd 22 1364 Fed Circuit 2005. And while Mr. Marx is 23 retrieving that, Dr. Manning, I'd like you to 24 take a look at your expert declaration Pages 4 to 25 5, Paragraph 12, which has the header Framework
Page 207 1 A. Say that again. I'm sorry, I didn't 2 -- the first part was unclear. 3 Q. Sure. If, in fact, it was true that 4 Eylea could deliver fewer doses per year relative 5 to Avastin, wouldn't that be something that an 6 insurance company -- wouldn't that be something 7 that would encourage an insurance company to put 8 Eylea on a more favorable tier status? 9 A. To the extent that the insurance company 10 was representing the interests of the patients, 11 that's true. 12 Q. Right. And can you point to me anywhere 13 or any formularies that you're aware of where 14 Eylea has ever been placed in the front line of 15 care be -- you know, in front of Avastin, aside 16 from these instances where a patient has a 17 contraindication, intolerance or ineffective 18 response to Avastin? 19 A. I -- I didn't have a broad sample of 20 formulary data, but the trend of Eylea having 21 fewer rebates over time or fewer -- a smaller 22 decline in the net-to-gross margin and the fact 23 that Lucentis's share of sales tends to fall 24 more, are both indications that Eylea was -- 25 and that Eylea is a -- is a common second-line	Page 209 1 Commercial Success. 2 Let me know when you're there. 3 (Manning Exhibit No. 5, complaint in 4 Merck v. Teva 395 F3rd 1364 Fed Circuit 2005, was 5 introduced.) 6 THE WITNESS: Okay. I do have the Merck 7 v. Teva document, or Exhibit 5, and you wanted me 8 to go to Paragraph 12 of my declaration? 9 MS. MAZZOCHI: Yep. It's on Pages 4 to 10 5 under the heading Framework for Commercial 11 Success. 12 THE WITNESS: Mm-hmm. 13 MS. MAZZOCHI: Exhibit 2052, Pages 10 to 14 11. Are you there? 15 THE WITNESS: Yes. 16 Did you say Pages 10 to 11? 17 MS. MAZZOCHI: No. Your -- well, your 18 report Pages 4 to 5, Exhibit Pages 10 of 289 to 19 11 of 289. Your report numbers don't correspond 20 to the exhibit numbers because of table of 21 contents. 22 THE WITNESS: Right. Okay. 23 BY MS. MAZZOCHI: 24 Q. All right. So in the context of your 25 Framework for Commercial Success, you identified

53 (Pages 206 - 209)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 53

Samsung Bioepis Exhibit 1077

Page 53

Page 210 1 the Merck v. Teva decision that's before you as 2 Manning Exhibit 5. Do you have that? 3 A. Yes. 4 Q. All right. Now, one of the things that 5 Merck -- are you familiar at all with the Merck 6 v. Teva case? 7 A. I mean, I -- when we cited it, I -- I 8 looked at it, yes. 9 Q. And did you have an understanding that 10 in that case there was an earlier patent that 11 covered a -- the administration of the molecule 12 and then a later patent that was an 13 extended-dosing patent for once-weekly dosing? 14 A. I recognized that that was an issue. 15 I -- we -- I cited this primarily to -- as a 16 citation for the idea that commercial success is 17 a -- a secondary indicia of obviousness in -- in 18 the sense that had something been obvious, it 19 would have been introduced earlier or -- 20 Q. Well, in the Merck versus Teva case, the 21 Federal Circuit ultimately concluded that the 22 evidence of commercial success is weak, right? 23 A. That -- I believe that -- that's right, 24 but I did not evaluate this particular matter or 25 its conclusions.	Page 212 1 commercial success issues before, right? 2 A. I have. 3 Q. Okay. And your -- you never even 4 thought to raise the question with Regeneron as 5 to whether there might be a blocking patent in 6 place for Eylea? 7 A. Well, I -- that would have been a 8 legal -- I mean, whether there is a blocking 9 patent in place or not would have been a legal 10 determination, not an economic one. 11 Q. Well, did you -- did you ask whether 12 there were any other patents out there that 13 covered the Eylea product besides the '833 [sic] 14 patent? 15 A. I was aware that there are other 16 patents. I didn't focus on them. 17 Q. What's your understanding as to why a 18 blocking patent may be relevant to a commercial 19 success analysis? 20 A. That sounds like a legal question 21 outside the scope of my analysis. 22 Q. So you -- have you ever encountered the 23 concept that a blocking patent may be relevant to 24 commercial success inquiries because there might 25 be economic disincentives for others to invent
Page 211 1 Q. Right. Well, one of the reasons 2 why the Federal Circuit thought the evidence of 3 commercial success was weak is because it was 4 both a prior blocking patent as well as a period 5 of reg -- regulatory exclusivity covering the 6 product, right? 7 A. I don't recall that. 8 Q. Oh, you don't. 9 Well, you are aware that the Federal 10 Circuit has said that evidence of commercial 11 success weakened when there's a prior blocking 12 patent or a blocking regulatory exclusivity 13 period, right? 14 A. Those are legal considerations that I 15 haven't focused on. 16 Q. Well, did you ascertain whether there 17 were any blocking patents in place before you 18 conducted your commercial success analysis for 19 the '833 [sic] patent? 20 A. I didn't expand -- I didn't analyze any 21 other patents or any other legal issues -- 22 Q. Did you -- 23 A. -- outside the context of this. 24 Q. Okay. But did you -- I mean, you're 25 a sophisticated expert who has testified on	Page 213 1 the claimed technology at issue? 2 A. I've not worked on a case where a 3 blocking patent was an issue. 4 Q. So you've never offered any testimony in 5 the context of your many years that involved an 6 alleged blocking patent? 7 A. That's correct. 8 Q. All right. Conceptually, though, you 9 don't deny that it's possible for a blocking 10 patent to exist and create disincentives to 11 develop a patent or product, right? 12 A. Again, that's a legal question outside 13 the scope of my report. 14 Q. Well, in theory, in an objective 15 competitive landscape, parties can freely pursue 16 research and development efforts with the 17 expectation that they will ultimately be able to 18 benefit from the commercialization of their 19 efforts, right? 20 A. Say that again. I'm sorry. 21 Q. Sure. In theory, in an objective 22 competitive landscape, parties can freely pursue 23 research and development efforts with the 24 expectation that they will ultimately be able to 25 benefit from the commercialization of their

54 (Pages 210 - 213)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 54

Samsung Bioepis Exhibit 1077

Page 54

Page 214 1 efforts, correct? 2 A. I didn't hear anything there that I 3 would object to. 4 Q. Okay. People generally want to make 5 money off their scientific work, right? 6 A. That's a common motivation. 7 Q. All right. And isn't that the whole 8 point of why commercial success may be relevant 9 to an analysis of the validity or invalidity of a 10 patent? 11 A. Well, my understanding as I laid out is 12 that commercial success is relevant because the 13 law presumes that an idea would be succ -- would 14 successfully have been brought up to the market 15 sooner in response to market forces had the idea 16 been obvious to persons of skill in the art. 17 Q. Right. And if there are other patents 18 out there that prohibit your ability to act, 19 that's something that can destroy that 20 presumption, right? 21 A. That's a legal question about whether 22 those patents would be valid or not, and I don't 23 have an opinion on that. 24 Q. Are you -- well, we'll get to that in a 25 minute.	Page 216 1 this is the Eylea labeling as it existed as of 2 September of 2012? 3 A. Well, it is -- I mean, 9/12 -- 2012 is 4 the date on the recent -- recent major changes, 5 yes. 6 Q. Okay. Take a look at the last page 7 of Exhibit 2186, the September 2012 labeling, 8 Page 19. Do you see there's a list there of 9 Regeneron U.S. patents? 10 A. Yes. 11 Q. The first one that's listed there is 12 U.S. Patent Number 7,306,799. Do you have any 13 understanding as to what that patent covers? 14 A. I have not looked at -- I have -- I've 15 not revol -- reviewed any of those patents, as 16 far as I recall. 17 Q. Do you know whether any of -- whether 18 the '799 patent or do you have -- or do you know 19 whether the '799 patent would have been a 20 deterrent to someone bringing the '388 [sic] 21 patent dosing regimen to market? 22 MR. CAINE: Objection; form. 23 THE WITNESS: I'm sorry. You broke up. 24 Did you mean '338 patent? I thought I heard you 25 say '388?
Page 215 1 You would agree with me that the 2 re -- that research and development can be a 3 time-consuming and costly process, right? 4 A. Yes. 5 Q. And particularly in the context of life 6 sciences and pharmaceuticals, right? 7 A. Yes. 8 Q. All right. Now, do you know whether, 9 outside the scope of patent litigation or these 10 types of patent proceedings, Regeneron has ever 11 represented to the world that the '338 patent 12 covers Eylea? 13 A. I do not. 14 Q. All right. Let's start taking a look at 15 some labels associated with Eylea. 16 I apologize. Let me find them here. 17 All right. Let's take a look at Exhibit 18 -- actually, tell you what. Yeah. Let's do 19 this. Let's take a look at Exhibit 2186. 20 (Previously marked Exhibit No. 2186 was 21 introduced.) 22 BY MS. MAZZOCHI: 23 Q. Do you have it? 24 A. Yes. 25 Q. All right. And can you confirm that	Page 217 1 BY MS. MAZZOCHI: 2 Q. I apologize. Three-three -- let me 3 start the question over. 4 So just to be clear, you have not 5 evaluated whether U.S. Patent 7,306,799 has 6 served as a deterrent to someone trying to 7 bring to market an aflibercept drug dosed on an 8 eight-week treatment schedule as contemplated by 9 the '338 patent? 10 A. No. 11 Q. Okay. And would your answer be the same 12 for U.S. Patent 7,531,173? 13 A. Yes. 14 Q. Would your answer be the same for U.S. 15 Patent 7,608,261? 16 A. Yes. 17 Q. Would your answer be the same for U.S. 18 Patent Number 7,070,959? 19 A. Yes. 20 Q. Would your answer be the same for U.S. 21 Patent 7,374,757? 22 A. Yes. 23 Q. Would your answer be the same for 24 7,374,758? 25 A. Yes.

55 (Pages 214 - 217)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 55

Samsung Bioepis Exhibit 1077

Page 55

Page 218 1 Q. All right. Let's take a look at the 2 current Eylea drug label -- actually, let's wait 3 to do that. Let's take a look at Exhibit 2189, 4 the March 2021 drug label. 5 (Previously Marked Exhibit No. 2189 was 6 introduced.) 7 BY MS. MAZZOCHI. 8 Q. Now, this March 2021 revision was 9 certainly done after the '338 patent issued, 10 right? 11 A. You know, I'm not seeing -- revised 3 of 12 '21? Let me confirm. 13 Q. Yeah. You see the face of Exhibit 2189 14 it says revised 03/2021? 15 A. Yes, I see that. I just want to remind 16 myself the issu -- the date of issuance of the 17 '338 patent. 18 I know we talked about this before, 19 But -- 20 Q. At Paragraph 17 of your expert report, 21 you confirmed that the '338 patent issued 22 February 9th, 2016. 23 A. Yes. 24 Q. All right. Do you know why Regeneron 25 did not list the '338 patent as covering Eylea in	Page 220 1 Regeneron labeling you get the document that 2 is Manning Exhibit 7. Do you accept that 3 representation? 4 A. For the purposes of argument, sure. 5 Q. All right. And you see that this 6 document I've marked as Manning Exhibit 7 is 7 listed as having been updated January 2022? 8 A. I do. 9 Q. All right. And that January 2022 date 10 is certainly after the February 2016 issue date 11 of the '338 patent, right? 12 A. It is. 13 Q. All right. And this Regeneron document, 14 Manning Exhibit 7, says, "In accordance with 15 Section 287(a) of Title 35 of the United States 16 Code, below is a list of certain Regeneron 17 products and corresponding representative U.S. 18 patents associated with the relevant product." 19 Do you see that? 20 A. I do. 21 Q. And then do you see also written there 22 Eylea aflibercept injection for intravitreal 23 injection? 24 A. I do, but you didn't read the following 25 sentence that says, "This list represents a
Page 219 1 its labeling? 2 A. I do not. 3 Q. All right. Let me mark as Manning 4 Exhibit Number 6 the most current Eylea labeling, 5 and as Manning Exhibit 7, a document that 6 corresponds to a hyperlink in the Eylea labeling. 7 (Manning Exhibit No. 6, the current 8 Eylea labeling, was introduced.) 9 (Manning Exhibit No. 7, hyperlink in the 10 Eylea labeling, was introduced.) 11 BY MS. MAZZOCHI: 12 Q. All right. Let's start with this: 13 Do you have Manning Exhibit 6, which is the 14 aflibercept Eylea labeling that's got on the 15 front page a revised date of 06/2021? 16 A. I do. 17 Q. All right. If you can turn to the last 18 page of that exhibit, you see there's a reference 19 to, on the right-hand side at the very end under 20 the heading Regeneron, that says for patent 21 information https://www.regeneron.com/downloads/ 22 us-patent-products.pdf. 23 A. I see that. 24 Q. All right. I'm going to represent to 25 you if you click on that hyperlink in the	Page 221 1 subset of Regeneron's product patent rights," 2 and so I just want to make sure that -- 3 Q. I'm -- I'm going to get to that. 4 A. Okay. 5 Q. Can you confirm that the five patents 6 that are listed here, none of them is the '338 7 patent? 8 A. That is correct. 9 Q. Well, if the '338 patent has this 10 incredible nexus to Eylea and its method of 11 dosing, such that it forms the basis of your 12 commercial success opinion, do you have an 13 understanding as to why it wasn't important 14 enough for Regeneron to list in conjunction 15 with Eylea and its labeling? 16 MR. CAINE: Objection; form. Outside 17 the scope. 18 THE WITNESS: I have no opinion about 19 the legal status or process by which those 20 patents are included or other -- or -- or not. 21 BY MS. MAZZOCHI: 22 Q. Okay. And, likewise, when it comes to 23 the five patents listed here, U.S. Patent 24 7,070,959, U.S. Patent 8,092,803, U.S. Patent 25 10,464,992, U.S. Patent 11,066,458 and U.S.

56 (Pages 218 - 221)

Page 222 1 Patent 11,084,865, you have not done any analysis 2 to ascertain whether those patents would or would 3 not disincentivize someone from bringing the '338 4 patented dosing regimen to market? 5 A. I have not. That would have been 6 outside the scope of my assignment. 7 MS. MAZZOCHI: Okay. I'm going to ask 8 Mr. Marx to look for Mylan Exhibit 1024 in this 9 patent term -- I'm sorry, in this patent 10 challenge. I'll also give you that -- 11 MR. MARX: Sorry. You broke up when you 12 were speaking. 13 MS. MAZZOCHI: Sorry. Exhibit 1024. 14 (Previously marked Exhibit No. 1024 was 15 introduced.) 16 MR. MARX: What exhibit -- what is 17 Exhibit 1024? 18 MS. MAZZOCHI: PTE, Patent Term 19 Extension. 20 I suspect, Dr. Manning, that any 21 questions on this will be -- 22 THE WITNESS: I didn't hear that, I'm 23 sorry. 24 BY MS. MAZZOCHI: 25 Q. Oh, I said I suspect the questions on	Page 224 1 application for extension of the term of the 2 United States letters Patent Number 7,374,758, 3 the '758 patent, under 35 USC Section 156 and 4 37 CFR Section 1.740." Do you see that? 5 A. I do. 6 Q. All right. And again, you have not made 7 any assessment as to what U.S. Patent Number 8 7,374,758 covers? 9 A. That would have been outside the scope 10 of my work, and I did not. 11 Q. All right. And you did not make any 12 assessment as to whether this 7,374,758 patent 13 might have any nexus to the Eylea product? 14 A. Again, that was outside the scope of my 15 assignment, and I did not. 16 Q. If you can take a look, though, at 17 Exhibit 1024, Page 4, Regeneron's statement 18 number -- in Paragraph Number 9 made to the PTO. 19 Let me know when you're there. 20 A. I'm there. 21 Q. All right. If you look at Subpart A, it 22 says, "At least the following claim of the '758 23 patent claim a method of using the approved 24 product, Claims 1 and 2." Do you see that? 25 A. I do.
Page 223 1 this will be quick -- 2 A. Okay. 3 Q. -- but the document is large. 4 MS. MAZZOCHI: Are you able to locate 5 it, Mr. Marx? 6 MR. CAINE: Yeah. The witness has it. 7 We've got it. 8 MS. MAZZOCHI: All right. Thank you. 9 BY MS. MAZZOCHI: 10 Q. All right. Dr. Manning, do you have any 11 understanding as to what a patent term extension 12 is with regard to patents? 13 A. There are a variety of regulatory or 14 otherwise extensions that are available. I 15 -- what do you mean specifically? 16 Q. Right. No, that's -- that's fair. 17 If you can take a look at Exhibit 1024, 18 can you confirm this is titled "Application for 19 Extension of Patent Terms Under 35 USC Section 20 156? 21 A. That's what it says. 22 Q. All right. And then the first 23 paragraph, Regeneron tells the Patent 24 and Trademark Office, "Applicant Regeneron 25 Pharmaceuticals, Inc., hereby submits this	Page 225 1 Q. All right. And you don't have -- you 2 don't dispute that Claims 1 and 2 of the '758 3 patent cover the Eylea product, right? 4 A. I have not evaluated this at all, so I 5 have no information. 6 Q. Right. But you don't dispute 7 Regeneron's representation to the PTO that Claims 8 1 and 2 of the '758 patent claim the approved 9 product Eylea? 10 A. Again -- 11 MR. CAINE: Objection; form. 12 THE WITNESS: Again, that's a legal 13 question I have no opinion about. 14 BY MS. MAZZOCHI: 15 Q. Well, no, this is a factual 16 representation that Regeneron has made to the 17 PTO. So you don't dispute the accuracy of their 18 factual representation, do you? 19 A. I don't dispute the fact that the words 20 that you read to me are on the paper that you 21 provided to me, but I do not -- have not 22 evaluated and -- have not evaluated the -- the 23 legal implications or -- or process involved in 24 this particular type of application for an 25 extension.

57 (Pages 222 - 225)

Page 226 1 So I really -- it's outside the scope of 2 my report. I really can't offer you any opinion 3 about it. 4 Q. Well, in the context of your -- well, 5 tell -- tell you what, maybe we can get at it 6 this way. Take a look at Page 5. Near the 7 bottom of the page there's a header Number 2 8 that's titled Explanation Regarding Claims 1 and 9 2 Relative to aflibercept. Do you see that? 10 A. I see that. 11 Q. It says, "As explained below a method 12 for using aflibercept, the active ingredient of 13 the approved product is covered by Claims 1 and 14 2." 15 Do you see that? 16 A. I do. 17 Q. All right. And you would agree that 18 100 percent of the sales of Eylea that you have 19 considered in your report use aflibercept as the 20 active ingredient of the approved Eylea product, 21 right? 22 A. My understanding is that aflibercept is 23 the active -- active ingredient of Eylea, and I 24 have assessed the sales of Eylea. So, by 25 extension, yes.	Page 228 1 license, did you? 2 A. I did not. That was outside the scope 3 of my work. 4 Q. All right. And you did not assess the 5 nature of improvements that could arise from any 6 research project into aflibercept, including 7 whether any improvements could be entirely 8 covered by the '758 patent? 9 A. I did not. 10 Q. You did not assess the size of market 11 opportunity that could be anticipated by any 12 improvements to aflibercept or methods of using 13 it, right? 14 A. Once again, that would be outside the 15 scope of my work, and I did not. 16 Q. You did not assess the risk of losing an 17 invention race to a block -- to a blocking patent 18 owner or a licensee, right? 19 A. I did not. 20 Q. You did not assess the risk that a 21 blocking patent owner, making its own economic 22 calculations perhaps in light of its own other 23 products or research activities, would altogether 24 refuse to grant a license to any improvements or 25 would demand so large a share of profits that the
Page 227 1 Q. All right. And, likewise, the 2 Eylea labeling that corresponds to all of 3 the FDA-approved indications have involved 4 aflibercept's use as a VEGF inhibitor in humans, 5 right? 6 A. My understanding, again, is that the 7 labels all refer to Eylea, which I understand 8 includes aflibercept as the active ingredient. 9 How that relates to this patent or any others 10 we've talked about, I have no idea, because I've 11 not -- that's beyond the scope of my work. 12 Q. All right. And that's fine. So let's 13 confirm that there's some other things that you 14 did not assess when it comes to this '758 patent 15 that is the subject of the patents in Exhibit 16 1024. 17 You did not assess whether the '758 18 patent could have been successfully challenged by 19 another market entrant, did you? 20 A. I did not. 21 Q. You did not assess the costliness of 22 the project or the risk of research failure if 23 someone tried to bring this dosing product to 24 market -- I'm sorry -- tried to bring the '338 25 patent dosing regimen to market without a	Page 229 1 whole project is not worthwhile for the potential 2 party who wanted to use aflibercept, right? 3 A. That would have been outside the scope 4 of my work, and I did not. 5 MS. MAZZOCHI: We've been going for 6 about an hour. Let's take a quick break. 7 MR. CAINE: Okay. 8 THE VIDEOGRAPHER: All right. Please 9 stand by. The time is 4:18 p.m. We're going off 10 the record. 11 (Recess taken.) 12 THE VIDEOGRAPHER: The time is 4:30 p.m. 13 We're back on the record. This is the beginning 14 of Media Unit Number 5. 15 Please proceed, Counsel. 16 BY MS. MAZZOCHI: 17 Q. Dr. Manning, are you familiar with the 18 Biologic Price Competition and Innovation Act of 19 2009? 20 A. Generally, yes. 21 Q. All right. And are you aware that under 22 the -- this act, abbreviated BPCIA, that new 23 biologic molecules include marketing exclusivity 24 for up to 12 years? 25 A. I understand that that is one of the

58 (Pages 226 - 229)

Page 230 1 provisions, yes. 2 Q. And that also means no biosimilar can 3 be approved until the 12th anniversary of the 4 underlying FDA approval, correct? 5 A. That's my general understanding, 6 although, you know, if you get me very far below 7 that, I'm going to lose track of the details. 8 Q. Well, let's try to keep it within 9 economics. We can agree that the 12-year 10 exclusivity given to Eylea limits potential 11 competition in the market for Eylea. Is that 12 fair? 13 A. It limits biosimilar competition, but, 14 you know, it doesn't limit other brand or other, 15 you know, competition that comes from products 16 that are not the same -- not -- not biosimilars. 17 Q. Right. And it will also limit 18 competition from any other uses of aflibercept 19 for a period of 12 years, right? 20 A. Without the permission of the owner, 21 my -- that's my understanding, yes. 22 Q. Okay. Now, physicians prescribe Eylea 23 because they perceive that there's therapeutic 24 benefits to aflibercept, right? 25 A. Well, as I said before, physicians	Page 232 1 A. That's a -- a bit of a far-fetched 2 hypothesis. It's is a little bit hard to get my 3 mind around it. I don't know that such product 4 would be approved by the FDA, so it -- it 5 probably wouldn't come to market. 6 Q. Okay. All right. Let's take a look at 7 your declaration, Paragraph 35, which I believe 8 starts on Page 31 in Exhibit 2052, Page 37? 9 A. Okay. 10 Q. All right. Now in Paragraph 35, you 11 generally discuss Eylea's indications, correct? 12 A. Yes. 13 Q. And at Page 33 in this paragraph, you 14 say, "I understand that Eylea administration can 15 assist patients to regain some of the vision 16 losses from angiogenic eye disorders," correct? 17 A. That is what it says, yes. 18 Q. All right. What do you mean there by 19 "administration"? 20 A. Use. 21 Q. Any kind of use? 22 A. Well, I didn't -- I mean, it's not -- I 23 didn't think long and hard about what that -- why 24 to say that word other than something else, but 25 what I mean, generally, is that patients who have
Page 231 1 and patients jointly, in my understanding and 2 experience, reach decisions to prescribe products 3 for a variety of reasons, but the pa -- the 4 product that most appropriately fits the 5 patient's need is hopefully identified and 6 prescribed more often than not. 7 Q. You would agree that the efficacy, 8 safety and tolerability of a drug are the primary 9 drivers of Eylea's performance in the market, 10 right? 11 A. Not necessarily. I -- I think that, as 12 I've said before, the eight-week dosing is very 13 important. And, as I've said, the eight-week 14 dosing is the most common dosing. So 15 particularly for people who would have difficulty 16 with more-frequent dosing, that could play a very 17 important role. 18 Q. Well, and the question of efficacy, if 19 the product didn't work at all, it's unlikely 20 that anyone would prescribe it, right? 21 A. It's unlikely that products that don't 22 work get used, that's true. 23 Q. Right. And it wouldn't matter what 24 the dosing regimen was if the product was not 25 efficacious and safe, correct?	Page 233 1 various of these angiogenic eye disorders that 2 are administered the drug in an appropriate 3 way -- 4 Q. Right. 5 A. -- can gain vision, can restore some of 6 the vision loss that they might have experienced 7 prior to that. 8 Q. Right. And it's aflibercept, the active 9 ingredient in Eylea, that is responsible for the 10 improvement in vision from angiogenic eye 11 disorder, right? 12 A. I'm not going to say -- technically, 13 I -- I -- there might be technical distinctions 14 that someone might cite to, but I -- my 15 understanding is that, you know, the label 16 identifies aflibercept as the active ingredient 17 for Eylea. So Eylea, the product, is what leads 18 to that. 19 Q. Right. Because aflib -- if 20 aflibercept wasn't efficacious, physicians 21 wouldn't administer it and the FDA wouldn't 22 approve it, right? 23 A. The FDA wouldn't approve it if it 24 weren't judged to be effective, and if it were 25 not effective I don't think physicians would

59 (Pages 230 - 233)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 59

Samsung Bioepis Exhibit 1077

Page 59

Page 234 1 prescribe it. But that ignores that there's more 2 to the question of patient gain or -- or welfare 3 than just the restoration of eyesight. 4 Q. Well, if a doctor could inject saline 5 into a patient's eye according to the dosing 6 schedule set forth in the '338 patent, but that's 7 not going to improve a patient's vision, right? 8 A. It would seem unlikely, but I'm not a 9 physician. 10 Q. All right. 11 Now, when it comes -- let's take -- I'm 12 going to ask Mr. Marx to hand you a document that 13 was marked as Ex -- that was -- it was Exhibit 14 2019, and this is, I believe, the May 2016 Eylea 15 label. 16 (Previously marked Exhibit No. 2019 was 17 introduced.) 18 BY MS. MAZZOCHI: 19 Q. Let me know when you have that. 20 MR. MARX: What was the number, Deanne? 21 MS. MAZZOCHI: 2019, the Eylea 2016 22 label. 23 THE WITNESS: I have it. 24 BY MS. MAZZOCHI: 25 Q. All right. Can you just confirm	Page 236 1 8,647,842, you haven't analyzed what, if 2 anything, those patents contribute to the 3 Eylea product, right? 4 A. I have not evaluated or looked at any of 5 those patents. That's correct. That was outside 6 the scope of my work. 7 Q. Were you told not to look at those? 8 A. No. 9 Q. Okay. You knew that -- so you knew they 10 existed. Weren't you curious as to what these 11 patents covered? 12 A. I considered that to be outside the 13 scope of my work; legal questions that were not 14 relevant to me. 15 Q. Well, why didn't you want to investigate 16 any of these patents, at least to give them a 17 cursory view and understand what they were all 18 about? 19 A. Because I understood my assignment to be 20 limited to the '338 patent. 21 Q. And did you ask Regeneron why they did 22 not include the '338 patent in their May 2016 23 labeling as covering Eylea? 24 A. I did not. 25 Q. And to be clear, you don't know what
Page 235 1 you've been handed a copy of the Eylea label for 2 intravitreal injection, revised 5/2016? 3 A. That does appear -- that does appear to 4 be what I have, yes. 5 Q. All right. And now, once again, let's 6 turn to the last page of the exhibit that lists 7 the Regeneron U.S. patents. Let me know when 8 you're on that page. 9 A. I'm there. 10 Q. All right. Now, this is the labeling 11 revision that occurred after the '388 [sic] 12 patent issued. Can you confirm the '388 [sic] 13 patent is not listed in the Regeneron U.S. patent 14 list for Eylea for intravitreal injection? 15 A. I'm sorry, I believe you mean the '338 16 patent. 17 Q. Sorry. '338 patent. Right. 18 A. I do not see a patent on this list that 19 ends with the letter -- numbers '338. 20 Q. Okay. And, again, when it comes to all 21 of the other patents that are listed here, U.S. 22 Patent 7,030,959, U.S. Patent 7,303,746, U.S. 23 Patent 7,303,747; 7,306,799; 7,374,757; 24 7,374,758; 7,531,173; 7,608,261; 7,972,598; 25 8,029,7591 [sic]; 8,092,803; 8,343,737;	Page 237 1 attributes any of the patents listed here in 2 Regeneron Exhibit 2019 provide to Eylea? 3 A. That's correct. 4 Q. And you don't know why any of these 5 patents were listed for Eylea? 6 A. That's correct. 7 Q. And to the extent any of these patents 8 cover the active ingredients of Eylea, you didn't 9 assess the commercial value of that in connection 10 with this proceeding? 11 A. That's correct. That was outside the 12 scope of my assignment. 13 Q. All right. And to the extent Claim 1 of 14 the '799 patent covers the use of Eylea to treat 15 or ameliorate any eye disorder, you have not 16 attempted to apportion the commercial value of 17 that versus any commercial value associated with 18 the '338 patent? 19 A. That's correct. That was outside the 20 scope of my assignment. 21 Q. All right. Do you know whether there 22 are uses for Ey -- Eylea that led to the sales 23 you referred to in your declaration that would 24 not -- or that would fall outside any claims 25 listed here on the last page of Exhibit 2019?

60 (Pages 234 - 237)

Page 238 1 A. I'm not aware of any. 2 MR. CAINE: Objection; form. 3 THE WITNESS: I'm sorry. 4 BY MS. MAZZOCHI: 5 Q. And just -- all right. And just to be 6 clear, your commercial success expert declaration 7 on behalf of Regeneron, the patent owner, does 8 not account for these other patents covering 9 Eylea in connection with your efforts to 10 establish commercial success. 11 MR. CAINE: Objection; form. 12 THE WITNESS: That's correct. 13 BY MS. MAZZOCHI: 14 Q. All right. You did not investigate 15 whether the active ingredient in Eylea versus a 16 dosing regimen in the '338 patent proved 17 commercial success of Eylea, true? 18 MR. CAINE: Objection; form. 19 THE WITNESS: Again, I -- as I've said 20 several times, I did not apportion the commercial 21 success to any particular -- to an -- to the 22 array of products. My assignment was to do 23 commercial success with respect to the '338 24 patent. 25 BY MS. MAZZOCHI:	Page 240 1 their effects. 2 Q. And you don't -- sorry. And you don't 3 know whether Regeneron has ever argued that any 4 of these other patents could drive the 5 marketplace performance of Eylea, right? 6 A. I do not. 7 Q. Wouldn't it be important to an economic 8 analysis to determine if any other patented 9 features drove demand of Eylea? 10 A. Not within the context of this 11 assignment. This assignment was to assess the 12 '338 patent and the commercial success of the 13 product. 14 Q. All right. To the exclusion, though, of 15 any other patent or patent attributes that 16 Regeneron had out there? 17 A. My understanding of the assignment was 18 to focus on patent 330 -- '338. 19 Q. Let's take a look at your Attachment 20 D-3. You could set that one aside. Take a look 21 at Attachment D-3 to your expert report. 22 A. Mm-hmm. 23 Q. You've got a schedule of marketing 24 expenses and labor salaries for employees related 25 to Eylea, correct?
Page 239 1 Q. And you did not assess whether prior 2 patents covering ex -- that Regeneron has 3 covering extended dosing intervals, such as the 4 '799 patent listed here in 20 -- Exhibit 2019 in 5 the Eylea label, did or did not drive any 6 commercial success of Eylea? 7 A. I did not evaluate that patent. 8 Q. And, again, to be clear, you've never 9 asked anyone what any -- what aspect of Eylea 10 -- any of these patents in Regeneron Exhibit 2019 11 cover? 12 A. That's correct. 13 Q. You made no effort to determine what 14 value, if any, these patents listed in Exhibit 15 2019, either individually or collectively, have 16 to sales or prescriptions of Eylea? 17 A. I assessed the commercial success 18 relative to the '338 patent. I did not assess 19 the other patents. 20 Q. You don't know whether any of these 21 patents listed here in Regeneron Exhibit 2019, 22 Page 26, are more or less important to driving 23 sales and prescriptions of Eylea compared to the 24 '338 patent, correct? 25 A. I did not assess any of those patents or	Page 241 1 A. I'm sorry. I'm not there yet. D, as in 2 David, 3? 3 Q. D as in David 3, Exhibit 2052, Page 175. 4 Let me know when you're there. 5 A. Yes. 6 Q. So in Attachment D-3 you have this 7 schedule of marketing expenditures and labor 8 salaries for employees related to Eylea, correct? 9 A. Yes. 10 Q. And you've indicated that you've got 11 marketing expenses classified as external 12 expenses and people expenses, right? 13 A. That's my understanding, yes. 14 Q. And you obtained your understanding in 15 the categories of expenses from a Regeneron 16 employee and you can't remember what their name 17 is, right? 18 A. That's correct. 19 Q. All right. What types of costs are 20 included in the external expenses? 21 A. My understanding was that it would be, 22 you know, a variety of marketing expenses, such 23 as, I don't know, the creation of materials that 24 would be distributed to physicians, any number of 25 marketing programs that might be put on by the

61 (Pages 238 - 241)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 61

Samsung Bioepis Exhibit 1077

Page 61

Page 242 1 company, things like that; things that were not 2 -- in other words, that were not people expenses. 3 Q. Well, do you know the breakout of the 4 various cost categories in the marketing expense 5 line items? 6 A. I do not. The thing that was of primary 7 interest to me was the share that all of those 8 expenses represented of -- the share that those 9 represented of net sales. 10 Q. Well, you would agree there's a little 11 bit of a different flavor when it comes to 12 marketing expenses between, for example, leaving 13 behind -- making copies of a scientific article 14 to leave behind versus -- taking a doctor -- 15 paying for a doctor's travel expenses to a 16 conference in a luxury hotel, right? 17 A. I don't know that -- that's a very 18 general question. I don't know that I could 19 answer that. 20 Q. Well, would you consider them to be 21 equivalent in terms of marketing expenses that 22 are merely -- that are driving information about 23 the product? 24 MR. CAINE: Objection; form. 25 THE WITNESS: There are many different	Page 244 1 have had [REDACTED] of marketing spent to 2 support them? 3 A. I have not analyzed that, but I do know 4 that spending less than [REDACTED] of net sales on 5 marketing is a relatively low number. 6 Q. Well, do most drugs have a [REDACTED] 7 marketing spend? 8 A. You know, I haven't evaluated most drugs 9 to give you the precise answer to that, but as 10 I've said, the percentage is not high, in my 11 opinion. 12 Q. Well, but you did not compare the 13 marketing and promotional efforts of Regeneron on 14 Eylea as compared to the efforts of Genentech on 15 Lucentis or even Avastin, correct? 16 A. I did not have access to the information 17 about Genentech or Avastin. 18 Q. Right. And I think as we talked about 19 earlier, Genentech did not likely incur any 20 marketing expenses for Avastin related to the 21 treatment of angiogenic eye disorders, right? 22 A. I wouldn't be surprised if it did not. 23 Q. And you don't know what Eylea's 24 marketing spend is relative to its competitors in 25 this market. True?
Page 243 1 forms of marketing that all contribute to the 2 information that a physician has, and without 3 looking in great detail at what those expenditure 4 are -- expenditures are, what those efforts are, 5 it's impossible to say whether one is more or 6 less effective than the other. 7 BY MS. MAZZOCHI: 8 Q. And you can't say one way or the other 9 how much money was spent in connection with 10 materials that specifically mentioned an 11 eight-week dosing regimen, right? 12 A. That's correct. 13 Q. All right. Now, in total Regeneron, I 14 believe you indicated, has spent close to [REDACTED] 15 [REDACTED] to market and promote Eylea, correct? 16 A. That is the total of external and people 17 expenses, [REDACTED]. 18 Q. And we can agree that's a lot of money, 19 right? 20 MR. CAINE: Objection; form. 21 THE WITNESS: Actually as a share of the 22 net sales of 33 billion, in context, that's not a 23 lot of money. 24 BY MS. MAZZOCHI: 25 Q. Do you know what percentage of drugs	Page 245 1 A. As I just said, I did not have access to 2 market spending for any of the other VEG -- 3 anti-VEGF products. 4 Q. Would you agree that there could be a 5 point of diminishing returns on marketing? 6 A. As a general concept, absolutely. 7 Q. All right. There's only so many 8 physicians that a company can promote a product 9 to, right? 10 A. Well, that's true. But I would also 11 remind you that, as we've talked about earlier, 12 that it is not just -- marketing is not just a 13 one-and-done phenomenon. You have -- there are 14 important reasons why a company might maintain 15 contact with a physician to help him or her 16 understand new information, to help him or her to 17 respond to questions that he or she might have. 18 There is -- it's not just handing someone a piece 19 of paper and marketing is over. 20 Q. Well, Eylea is promoted to a relatively 21 limited number of retinal doctors, right? 22 A. We discussed that. About 3,000 is my 23 understanding. 24 Q. Right. And you wouldn't expect a 25 product that has nearly [REDACTED] of annual sales

62 (Pages 242 - 245)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 62

Samsung Bioepis Exhibit 1077

Page 62

Page 246 1 to have a similar marketing-to-sales ratio as a 2 product that has a hundred million in sales, 3 right? 4 A. A lot depends on what the product is, 5 where it is in its lifecycle and what its 6 competitive environment is. 7 Q. Well, in that type of scenario, if both 8 products had a [REDACTED] marketing-to-sales 9 ratio, the [REDACTED] product would have 10 marketing expenses of [REDACTED] annually, 11 right? 12 A. I haven't done that arithmetic, but, 13 you know, [REDACTED] of [REDACTED] sounds like 14 [REDACTED]. 15 Q. Right. And a hundred million dollar 16 product with 20 percent of marketing only amounts 17 to 20 million in marketing expenses, correct? 18 A. Again, late in the day my arithmetic 19 skills might be challenged, but I wouldn't 20 dispute that. 21 Q. Well, in some marketing expenses that 22 a -- that a drug company is going to incur, 23 they're not going to be tied to the product sales 24 of the product, right? I mean, if you want to 25 put something in a publication, it's going to	Page 248 1 BY MS. MAZZOCHI: 2 Q. All right. Let -- let's try to go -- go 3 at it this way. Turn to page -- Paragraph 107 to 4 111 in your declaration, and I believe that 5 paragraph starts on Page 123 of your report, 6 corresponds [audio dropped] Page 129 of 289. 7 THE REPORTER: Can you repeat that last 8 part? I didn't hear you. 9 MS. MAZZOCHI: That's Page 129 of 289. 10 Let me know when you're there. 11 THE WITNESS: If I understood correctly, 12 you're looking at Page 129 of 289? 13 MS. MAZZOCHI: Yep. Starting at 14 Paragraph 107. 15 THE WITNESS: Okay. 16 BY MS. MAZZOCHI: 17 Q. All right. Now, this is where you're 18 comparing the Eylea marketing to -- marketing 19 sales ratios to a study by Gagnon and Lexchin, 20 right? 21 A. Yes. 22 Q. All right. Now, the study is comparing 23 total marketing expenditures to sales based on 24 data from IMS and CAM in the U.S. in 2004, 25 correct?
Page 247 1 cost the same amount no matter what -- how many 2 sales you're making, right? 3 A. There are certain fixed costs associated 4 with marketing, if that's what you mean, that 5 wouldn't be dependent upon the specific product, 6 sure. 7 Q. But at some point as the sales increase, 8 you would expect the marketing-to-sales ratio to 9 decline, right? 10 A. You know, that really depends on the 11 nature of the product and the environment that 12 it's in. 13 Q. Well, again, there's a limit to how much 14 you can spend on marketing and still have it be 15 beneficial, right? 16 A. I'm sure there is a limit in principle, 17 but I -- you know, I can imagine a world in which 18 that limit is quite far from current -- well, 19 that it lasts a long time. 20 Q. Well, that's possible, but that's not 21 probable, right? 22 MR. CAINE: Objection; form. 23 THE WITNESS: I think that's too general 24 a question for me to really understand how to 25 answer. I mean, sure, anything is possible.	Page 249 1 A. I'm sorry. Let me just check that to 2 make sure. 3 I don't -- I'm sorry. I'm not seeing 4 the reference to IMS in the declaration. It 5 could be in the pro -- in the report itself and 6 I'm just not remembering it there. 7 Q. Okay. Let's look at Exhibit 2196, which 8 is the Gagnon and Lexchin article. And for the 9 record, it's titled the Cost of Pushing Pills: A 10 New Estimate of Pharmaceutical Promotion 11 Expenditures in the United States. 12 A. Okay. I have it. 13 (Previously marked Exhibit No. 2196 was 14 introduced electronically.) 15 BY MS. MAZZOCHI: 16 Q. And if you -- can you confirm that this 17 Gagnon and Lexchin study in this Exhibit 2196 18 that you rely on in your declaration for 19 marketing expenses, that their study compares 20 total marketing expenditures to sales based on 21 data from IMS and CAM in the United States in 22 2004, correct? 23 A. It does say that IMS data for 2004 were 24 obtained from its website for the amount spent on 25 business by sales representatives detailing

63 (Pages 246 - 249)

Page 250 1 samples, direct-to-consumer advertising and 2 journal advertising. 3 Q. And the tot -- right. So the total 4 promotional spend is for all products tracked, 5 right? 6 A. Well, I -- I don't see that specific 7 statement, but that would make sense. What are 8 -- where are you seeing that? 9 Q. Well, you would agree that when they 10 were talking about promotional spend, it included 11 multiple classes of pharmaceuticals, right? They 12 weren't just focused on the [audio dropped] 13 industry, for example. 14 MR. CAINE: Objection; form. I 15 -- something before industry cut out, at 16 least for me. I don't know if you heard it, 17 Dr. Manning. 18 THE WITNESS: It would be good to 19 repeat, if you could. 20 BY MS. MAZZOCHI: 21 Q. To the extent that Gagnon and Lexchin 22 were making assessments of marketing 23 expenditures, their assessment included multiple 24 different classes of pharmaceuticals, right? 25 A. I believe that's correct, yes. They	Page 252 1 would have been -- you know, [REDACTED] of 2 whatever their net sales were, would have been 3 [REDACTED] of that number, yes. And I don't 4 remember whether [REDACTED] is correct or not. 5 I'd have to go back to it again. 6 Q. Well, it's around [REDACTED], -- 7 A. Okay. 8 Q. -- so that would be [REDACTED] annually, 9 right? 10 A. Yes. 11 Q. Again, can -- are you aware of any drugs 12 that had a [REDACTED] [audio dropped] in marketing 13 expenses? 14 THE REPORTER: Can you repeat that, 15 please? 16 BY MS. MAZZOCHI: 17 Q. Are you aware of any drugs that have [REDACTED] 18 [REDACTED] of annual marketing expenses? 19 A. I have not evaluated marketing expenses 20 for the highest selling drugs in isolation, so 21 I've not seen that. 22 Q. Did you investigate the average 23 marketing spend or the median marketing spend for 24 a product in the Gagnon study? 25 A. Let me look at this.
Page 251 1 were not focused on one specific therapeutic 2 area. 3 Q. And now the title is the Cost of Pushing 4 Pills. Do you know whether their analysis was 5 limited to oral dose medications or did it also 6 include injectables? 7 A. I don't know. I expect that it included 8 everything, but I would have to read it again 9 more carefully. 10 Q. Well, marketing spend within one product 11 class can be very different compared to another 12 product class, right? 13 A. Yes. 14 Q. All right. And you didn't account for 15 any differences in the products in the study 16 relative to -- in this Gagnon and Lexchin 17 relative to Eylea, right? 18 A. They don't provide category-specific 19 estimates. 20 Q. All right. But because Eylea 21 has a high level of sales, for a [REDACTED] 22 marketing-to-sales ratio, that means the 23 marketing spend for Eylea would have to be 24 near -- nearly [REDACTED] annually, right? 25 A. [REDACTED] of -- in the last year, it	Page 253 1 It looks like they are using the -- the 2 average number, but -- 3 Q. Would it surprise you if the marketing 4 spend for Eylea on an annual basis is higher than 5 the average or median marketing spend for the 6 types of products in the Gagnon study? 7 A. Yes. 8 Q. It would? Okay. 9 But you haven't assessed that, so how 10 can you know? 11 A. Well, the Gagnon study evaluates 12 spending at the -- at a -- an industry level, 13 and, let me go back to my report, they say U.S. 14 pharmaceutical companies spend between 22 and 33 15 percent, 22-and-a-half and 33 percent of their 16 sales revenue on marketing. Their own estimate 17 is that promotional expenditures as a percent of 18 total U.S. sales are -- is about 24.4 percent, 19 and given the percentage of revenues for Eylea, 20 the Eylea spending as a share of revenue is much 21 lower. 22 Q. Do you know how many doctors were 23 covered by these industry-wide averages? 24 A. I do not. 25 Q. Would it surprise you if it was over a

64 (Pages 250 - 253)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 64

Samsung Bioepis Exhibit 1077

Page 64

Page 254 1 million? 2 A. Not necessarily, because I -- I -- I 3 don't know the total number of physicians in the 4 country, but that wouldn't surprise me if there 5 were more than a million. 6 Q. Now, this Gagnon study was published in 7 2008, correct? 8 A. Yes. 9 Q. But the information that was included 10 in the study to determine the range of marketing 11 spend was gathered in -- was from 1993 and from 12 2001, correct? 13 A. Well, they -- their Table 1 heading is 14 for pharmaceutical marketing expenditures in 15 2004, data from IMS, CAM and our own new 16 estimate. They look at -- I'm reading just their 17 methods section. 18 Q. Sure. And if we look at the underlying 19 references, like the data [audio dropped] as you 20 look, for example, at Footnote 12, it's talking 21 -- well, the publication date was 2006, but the 22 global pharmaceutical sales are from 1999 to 23 2006. 24 A. Right. So, I -- I mean, you mentioned 25 1991, did you?	Page 256 1 MR. CAINE: Objection; form. 2 THE WITNESS: Well, it is not unusual to 3 find -- to look at a company's financials and to 4 see spending of -- in that range on sales and 5 administrative expenses. 6 BY MS. MAZZOCHI: 7 Q. Right. And I'm asking you, can you 8 identify for me any other billion dollar in 9 annual sales -- billion dollar or more in annual 10 sales drug you've encountered that is spending 11 [REDACTED] a year or more on marketing spend? 12 A. That was not the comparison that I did 13 there. That was -- this is a comparison of -- I 14 didn't do a product-specific comparison, and I 15 can't think of -- off the top of my head, of a 16 specific case, specific product, where I've known 17 the actual marketing spend in the last 10 years. 18 Q. Can you think of any billion dollar a 19 year annual sales product in the U.S. that is 20 spending 10 percent on marketing? 21 A. I would have to go look. I don't have 22 that at hand right now. 23 Q. Besides Eylea, can you identify for me 24 any billion dollar product on the market where 25 the marketing spend is 5 percent?
Page 255 1 Q. 1996 -- 2 A. Oh. 3 Q. I'm sorry. From 1993 and 2001. 4 A. There are -- you know, the data, they do 5 reference that 1996 to 2006 time frame. 6 Q. So do you have any more recent articles 7 for the industry as a whole relating to their 8 typical marketing spend? 9 A. Not off -- not -- at present as I sit 10 here, I don't know of any more recent analyses, 11 but my experience working in the industry, which 12 is itself ends at, you know, more than 10 years 13 ago now, and looking at company spending over 14 time since then, is consistent with those ratios 15 that are provided by the Gagnon study. 16 Q. Which other drugs that -- which other 17 drugs that you've looked at have been billion 18 dollar drug products, in terms of annual sales? 19 A. Well, what do you mean? Looked at when? 20 There are many drugs that have had more than a 21 billion dollar sales. 22 Q. Whatever you were just referring to to 23 say that you think everybody's spending 20 24 percent on average? 25 A. Well, my --	Page 257 1 A. Same answer. I have not looked at the 2 sales of -- and I don't have access to the 3 marketing data for other products. 4 Q. I'd like to quickly go back to 5 Exhibit 2278 that we looked at before, if you can 6 pull that out. That was that 2001 Wave report. 7 If you could turn to Page 109 in this 8 document. 9 Let me know when you're there. 10 A. Okay. I'm there, I think. 109 of 126? 11 Q. Yep. According to Exhibit 2278, Page 12 109, the Eylea representative visits to doctors 13 is double that of Lucentis, right? 14 A. So you said the amount of time. I don't 15 -- I mean, this reference -- this pie chart on 16 the left says the percent of anti-VEGF visits 17 spent with Eylea, Lucentis, Brolucizumab, 18 Faricimab, PDS and other. So this -- the percent 19 of visits on Eylea is [REDACTED], and with 20 Lucentis is [REDACTED] at that point in time, 21 yes. 22 Q. Right. So an Eylea representative twice 23 -- is more than twice as likely to be doing 24 visits to doctors as compared to the Lucentis 25 sales force, right?

65 (Pages 254 - 257)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 65

Samsung Bioepis Exhibit 1077

Page 65

Page 258 1 THE REPORTER: Can you repeat that, 2 please? 3 MS. MAZZOCHI: Yeah. The Eylea -- the 4 Eylea rep visits, there's more than twice the 5 number of visits as compared to Lucentis, right? 6 MR. CAINE: Objection; form. 7 THE WITNESS: [REDACTED] is more than 8 twice -- more than two times [REDACTED], yes. 9 BY MS. MAZZOCHI: 10 Q. All right. And Avastin doesn't even 11 show up on this chart because it's off-label so 12 you're not going to have a sales rep for that, 13 right? 14 A. It is off-label, and it would be unusual 15 to have a sales rep. 16 Q. All right. What's your understanding of 17 physician detailing? 18 A. What do you mean, what's my 19 understanding? 20 Q. How do you understand what it means to 21 have physician detailing? 22 A. Again, that's a pretty broad question. 23 I mean, physicians are visited by representatives 24 of a company. 25 Q. Right. And the representatives are	Page 260 1 -- and I -- you know, this is -- from 2021, I 2 don't know whether -- I would want to look at a 3 broader sample to see whether that's a consistent 4 pattern, but I'm not surprised that a 5 larger-selling product has more encounters 6 with a sales rep. 7 BY MS. MAZZOCHI: 8 Q. And, likewise, it wouldn't be surprising 9 if more sales visits led to more sales outcomes, 10 right? 11 A. Yes, but there's -- there are a variety 12 of causes for that. It may be that physicians 13 want to know more about the latest on a new 14 product, and so it -- it's not -- as I said, it's 15 not purely -- the arrow doesn't purely go one 16 way. 17 Q. All right. But you don't -- you can't 18 say today, one way or the other, whether it was 19 this double the sales visits that contributed to 20 doubling the sales [audio dropped], right? 21 A. Well, I don't think there was a doubling 22 of the sales in this period of time, but I can't 23 -- you're right. I can't say that. 24 Q. All right. Dr. Manning, let's turn to 25 -- I believe you've offered opinions on what you
Page 259 1 there to specifically discuss a product. Do you 2 agree? 3 A. Typically. 4 Q. And Regeneron is going to be sending 5 technical specialists and ophthalmologists for 6 detailing, right? 7 THE REPORTER: Can you repeat that? 8 MS. MAZZOCHI: Sure. 9 BY MS. MAZZOCHI: 10 Q. Regeneron is going to be targeting 11 retina specialists and maybe ophthalmologists for 12 detailing, right? 13 A. I -- I don't know the -- I don't know 14 the extent of their targeting outside of the 15 retina specialists to general ophthalmologists, 16 but they would -- for anti-VEGF, they would 17 almost certainly -- they would likely to be 18 targeting ophthalmologists. 19 Q. And is it surprising to you that when 20 Eylea reps are visiting doctors twice as often as 21 Lucentis reps, that Eylea is going to wind up 22 with more sales? 23 MR. CAINE: Objection; form. 24 THE WITNESS: I guess I'm not sure which 25 way the causality goes entirely. It depends on	Page 261 1 called long-felt need, right? 2 A. Well, let's go to where you're talking 3 about. 4 Q. Well, maybe we can get at it this 5 way: Do you believe, or are you going to be 6 offering any opinions that there was a long-felt 7 need for the eight-week dosing regimen that Eylea 8 and the '338 patent solved? 9 A. Well, Dr. Brown opines on the long-felt 10 need. I -- and I do acknowledge that that -- as 11 I've said before, from the perspective of 12 economics, a product that allows the 13 less-frequent experience of something that is 14 unpleasant is going to satisfy a need or a 15 demand, so that there is a basis for concluding 16 that the -- a product with an eight-week dosing 17 schedule in the framework of a -- of -- of a 18 therapeutic area where the other major-approved 19 product has a four-week dosing schedule would 20 satisfy a need. 21 Q. All right. Well, are you -- when it 22 comes to long-felt need in the patent context, 23 are you relying on Dr. Brown for that purpose? 24 A. Yes. I mean, the -- the evaluation of 25 the patent is a legal issue beyond my scope.

66 (Pages 258 - 261)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 66

Samsung Bioepis Exhibit 1077

Page 66

Page 262 1 Q. Right. And you don't know if any of the 2 prior patents that we identified on the Eylea 3 labeling could also encompass an eight-week 4 dosing regimen, right? 5 A. I have not -- 6 MR. CAINE: Objection; form. 7 THE WITNESS: I have not evaluated any 8 prior patents. 9 BY MS. MAZZOCHI: 10 Q. All right. So you don't know if the 11 '338 patent is the only patent of Regeneron's out 12 there that would encompass an eight-week regimen, 13 right? 14 A. I do not. 15 Q. I'm going to mark -- I believe we're up 16 to Manning Exhibit 8 -- a document from September 17 -- September 2020 Retinal Physicians titled 18 Which Anti-VEGF Do I Choose as First-Line 19 Therapy, authored by Michael Singer, M.D. 20 THE REPORTER: By Michael who? 21 MS. MAZZOCHI: Singer, S-i-n-g-e-r. 22 (Manning Exhibit No. 8, Article dated 23 9/20 Which Anti-VEGF Do I Choose as First-Line 24 Therapy, was introduced.) 25 BY MS. MAZZOCHI:	Page 264 1 Do you see that? 2 A. I do. 3 Q. All right. If you take a look at the 4 second page, one of the things that the author is 5 doing here is seeing the proportion of eyes with 6 the absence or presence of retinal fluid at 24 7 months post-index injection, and then try to see 8 which one was better. 9 Now, if you take a look at the paragraph 10 that begins, "In terms of results," it says "44 11 percent of the eyes had bevacizumab as their 12 initial treatment, 30.6 percent had aflibercept 13 and 25.9 percent had ranibizumab." 14 Do you see that? 15 A. I do. 16 Q. All right. Now, when it came to the 17 mean number of injections over that two years, it 18 reports bevacizumab had 4.1, aflibercept had 4.4 19 and ranibizumab had 4.7. Do you see that? 20 A. I do. 21 Q. All right. So the drug that had the 22 fewest number of injections was actually 23 bevacizumab. Right? 24 A. Yes. 25 Q. And that was linked -- and -- and
Page 263 1 Q. And let me know when you have it. 2 A. I have it. 3 Q. All right. If you can take a look at 4 the first paragraph, it says, "One of the debates 5 present within the retina community is which 6 anti-VEGF agents to choose as first-line 7 therapy." And according to this, it's suggesting 8 that in 2018 the PAT survey showed that 9 approximately 70 percent of retina specialists 10 choose Avastin, while approximately 16 percent 11 chose Eylea and 13 percent Lucentis. However, if 12 insurance is taken out of the equation, the 2019 13 PAT survey shows that 77 percent chose Eylea, 13 14 percent Lucentis and 8 percent Avastin. 15 Do you see that? 16 A. Yes. 17 Q. All right. And it says, "The reason for 18 the disconnect is the feeling that branded drugs 19 are stronger than Avastin, although this has not 20 always been demonstrated in terms of visual 21 acuity. It has been demonstrated by OCT." Do 22 you see that? 23 A. I do. 24 Q. All right. Then it says, "This is based 25 on data from monthly injections."	Page 265 1 aflibercept at 4.4 would mean more people got 2 injections over the course of the year, right? 3 A. Apparently. 4 Q. And then it says, the median number of 5 injections was four for bevacizumab, four for 6 aflibercept and five for ranibizumab," right? 7 A. Yes. 8 Q. The mean injection ranged from 59.8 days 9 for bevacizumab, 56.2 days for aflibercept and 52 10 days for ranibizumab. Do you see that? 11 A. I do. 12 Q. Now, 59.8 days, 56.2 days and 52 days, 13 do you consider all of those to be eight-week 14 treatment dosing intervals? 15 MR. CAINE: Objection; form. 16 THE WITNESS: Well, seven times eight is 17 56. 18 MS. MAZZOCHI: Right. 19 THE WITNESS: But, you know, the -- the 20 more relevant question for me is in a -- in a 21 study that's -- I don't -- I'm not a medical 22 expert, I don't know the quality of this 23 publication, I don't know its peer review status 24 and I don't know whether those are representative 25 of a -- a meaningful sample of -- of patients for

67 (Pages 262 - 265)

Page 266 1 purposes of comparing the products. I would go 2 back, and I know that Avastin or bevacizumab, has 3 not been approved by the FDA for treatment of 4 this condition, but Lucentis has, and I would go 5 back again to the discussion by Dr. Brown of a 6 sequence of attempts to demonstrate that Lucentis 7 can be -- can be successfully dosed on an 8 extended eight-week or longer interval, and he 9 catalogs a long series of failures in that 10 regard. 11 So I would take this as one piece of 12 information that I don't know much about against 13 that larger set of information, and I would have 14 real questions about this. I don't know what it 15 really means. I would want to ask a physician, 16 or I would want to defer to a physician's 17 information about this. 18 BY MS. MAZZOCHI: 19 Q. All right. But this is somebody out 20 there publishing in the art that, despite 21 different T&E algorithms, treatment and extent 22 algorithms, by different real-life clinicians, 23 the author concludes dosing between these 24 medications are pretty much equivalent, right? 25 A. I'm sorry. I didn't read that.	Page 268 1 MR. CAINE: Objection; form. 2 THE WITNESS: That does appear to be 3 -- those are the words that are on the page. 4 BY MS. MAZZOCHI: 5 Q. Okay. And then he says, "In addition, 6 although branded drugs do a better job of drying 7 the retina, we still have a long way to go, as 8 more than 50 percent of eyes treated for two 9 years still had residual macular edema," right? 10 A. That is what he said. 11 Q. All right. So, apparently, the 12 eight-week dosing schedule hasn't solved the 13 need. He concludes, "The hope with newer 14 medicines, either in the form of new molecules, 15 new delivery systems or gene therapies, is that 16 we may be able to both expend the duration and 17 improve the anatomy," right? 18 MR. CAINE: Objection; form. 19 THE WITNESS: Those are the words on the 20 page. 21 BY MS. MAZZOCHI: 22 Q. So even in September of 2020, there's 23 still a need for an extended duration and better 24 clinical outcomes when it comes to treatment of 25 wet AMD, right?
Page 267 1 Q. Second-to-last paragraph, the author 2 says, "When we looked at anatomy at two years, 3 it turns out that 36.7 of eyes were dry with 4 bevacizumab, 41.3 percent were dry with 5 aflibercept and 46.7 percent were dry for 6 ranibizumab. This data is interesting; despite 7 different T&E" -- referring to treat and extend 8 -- "algorithms by different real-life clinicians, 9 dosing between these medications are pretty much 10 equivalent." 11 Do you see that? 12 A. I do see that. 13 Q. All right. So this author at least 14 [audio dropped] -- 15 THE REPORTER: Can't hear you. 16 BY MS. MAZZOCHI: 17 Q. -- that there's really not a difference 18 different treatment -- 19 A. I'm not hearing you. I'm not hearing 20 you. I'm sorry. 21 Q. Sure. 22 I said the author is concluding that 23 even if you have some minor differences between 24 algorithms by real-life clinicians, the dosing is 25 pretty much equivalent, right?	Page 269 1 A. That's a medical opinion that I don't 2 offer. I -- I don't -- I'm not offering a 3 medical opinion. 4 MS. MAZZOCHI: We've been going for a 5 bit. Let's take a quick break, and then we'll 6 hit the last hour. 7 THE VIDEOGRAPHER: All right. Please 8 stand by. The time is 5:30 p.m. This completes 9 Media Unit Number 5. We're now off the record. 10 (Recess taken.) 11 THE VIDEOGRAPHER: We're going back on 12 the record. The time is 5:43 p.m. This begins 13 Media Unit Number 6. 14 Please proceed, Counsel. 15 BY MS. MAZZOCHI: 16 Q. Dr. Manning, have you discussed your 17 testimony with anyone during the breaks today? 18 A. No. 19 MS. MAZZOCHI: All right. I'd like to 20 put before you a document I will mark as Manning 21 Exhibit 9, which is the American Society of 22 Retina Specialists Preferences and Trends, AKA 23 PAT, Survey, of 2013. 24 Let me know when you have it. 25 ///

68 (Pages 266 - 269)

Page 270 1 (Manning Exhibit No. 9, a document 2 American Society of Retina Specialists 3 Preferences and Trends, AKA PAT Survey, of 2013, 4 was introduced.) 5 THE WITNESS: Okay. I -- 6 THE REPORTER: Oh, I'm sorry. I didn't 7 put a sticker on there. 8 BY MS. MAZZOCHI: 9 Q. And I believe you did, in fact, rely 10 on other PAT surveys in connection with your 11 opinions in this case, right? 12 A. I did. 13 Q. All right. If you can take a look at 14 Page 7 -- I'm sorry -- well, it's Slide Number 7 15 and I believe it's the 18th page of the document. 16 And it has the heading, "Which Deciding Factors 17 Determine Whether You Extend A Patient's 18 Treatment Interval." 19 Let me know when you have it. 20 A. I do have that. 21 Q. All right. Can you confirm that visual 22 acuity was identified by only 2.9 percent of 23 physicians? 24 A. In the U.S., yes. 25 Q. Yep. And OCT was identified by 83.2	Page 272 1 Q. Sorry. 2 And -- but for 23.4 percent of doctors, 3 it was FDA Approval Status, right? 4 A. Yes. 5 Q. All right. And that -- if we take a 6 look at the Eylea sales share for all indications 7 in around 2013, which I believe is your 8 Attachment C-6, which is at Page 184 of 289 in 9 Exhibit 2052, the Eylea share -- sales share 10 across different data sources for all indications 11 in 2013 was in or around [REDACTED], right? 12 A. So I'm not there yet. I'm sorry. 13 Q. Sorry. 14 A. You said Page 184? 15 Q. No. Sorry. I'll tell you what, I'll 16 just try to make it simple. Turn to Page 165 of 17 289 in Exhibit 2052. 18 A. I'm sorry. Tell me what page again in 19 what exhibit. 20 Q. 2052, your expert report, -- 21 A. Okay. 22 Q. -- Page 165 of 289, Attachment C-7, 23 titled Eylea's Sales Share Across Different Data 24 Sources Wet AMD. 25 A. Right. Okay.
Page 271 1 percent of physicians? 2 A. Yes. 3 Q. And only 1.6 percent of U.S. physicians 4 identified the patient's ability to maintain the 5 frequency of visits? 6 A. Yes. 7 Q. All right. Take a look at Slide Number 8 8, which corresponds to Page 19 on the next page. 9 A. Okay. 10 Q. In this 2019 PAT survey doctors were 11 asked, "Which factors do you consider in choosing 12 an initial wet AMD drug." Do you see that? 13 A. Yes. 14 Q. And the most popular answer by U.S. 15 physicians was Cost to Patient/copay at 73 16 percent, right? 17 A. Yes. 18 Q. Then Relative Efficacy to Other Agents 19 at 64.1 percent for the U.S., right? 20 A. Yes. 21 Q. Relative Safety to Other Agents at 36.3 22 percent in the U.S., right? 23 A. Yes. 24 Q. The second one down. 25 A. Yeah. Oh, I said yes.	Page 273 1 Q. All right. Can you confirm that the 2 Eylea sales share across different data sources 3 for wet AMD in your report for the year 2013 is 4 listed as [REDACTED]? 5 A. Yes, -- 6 Q. And that corr -- 7 A. -- for the ATU sales. 8 Q. Right. And that correlates pretty 9 closely to the factor in the PAT Survey of FDA 10 Approval Status, "Which factors you consider in 11 choosing an initial wet AMD drug - FDA status 12 23.4 percent for U.S. doctors, right? 13 MR. CAINE: Objection; form. 14 THE WITNESS: Those two numbers are in 15 the same range, but I don't think they address 16 the same question. 17 BY MS. MAZZOCHI: 18 Q. If you can turn to the PAT Survey which 19 is Exhibit 9? 20 A. Page 9. 21 Q. Slide -- Manning Exhibit 9, which is the 22 2013 PAT Survey, -- 23 A. Yes. 24 Q. -- Slide Number 11, which is [audio 25 dropped] bottom left-hand corner.

69 (Pages 270 - 273)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 69

Samsung Bioepis Exhibit 1077

Page 69

Page 274 1 THE REPORTER: Which is what? I'm 2 sorry. 3 MS. MAZZOCHI: It's titled, What Is Your 4 Treatment Strategy For Wet AMD. 5 BY MS. MAZZOCHI: 6 Q. Do you have that? 7 A. Yes. 8 Q. And 77.8 percent of doctors said, 9 "Treat until inactive. Then use a 10 treat-and-extend protocol," right? 11 A. That is correct. 12 Q. All right. But you don't know how many 13 doctors within that treat-and-extend protocol 14 preference are actually using eight-week dosing, 15 right? 16 A. It doesn't say. That's correct. 17 Q. If eight-week dosing was so important to 18 doctors, why do you think that that eight-week 19 dosing emphasis wasn't really made in the PAT 20 Survey? 21 A. I don't know what the -- I don't know 22 the people who made the PAT Survey or what they 23 were trying to assess. That's asking me 24 something I can't know. 25 Q. All right. Turn to Slide Number 60 in	Page 276 1 related to that. So I -- I don't remember the 2 exact timing of that, and so whether that is a 3 thing that there was -- they're talking about 4 here, I don't know. 5 Q. All right. Well, have you accounted for 6 the possibility that this factor is what counted 7 -- is what contributed to decreased Avastin usage 8 starting in 2013, as opposed to any particular 9 benefits of Eylea related to eight-week dosing? 10 A. While the trend in Eylea sales and share 11 grows fairly consistently over time, there didn't 12 appear to be any single event that caused it 13 to move in a -- in a large direction on any 14 particular -- in any particular year. So it 15 didn't seem to me that that was the cause, or, 16 certainly, not the re -- a more important effect 17 than the 18 -- than the opportunity for 18 eight-week dosing. 19 Q. But you haven't mapped it out one way or 20 the other? 21 A. I've not accounted, as I said before, 22 for the relative impact of the various factors. 23 MS. MAZZOCHI: Let's go ahead and put 24 that one aside. 25 I would like to mark as Manning Exhibit
Page 275 1 Manning Exhibit 9, the 2013 PAT Survey, which has 2 the Number 75 in the lower left-hand corner. 3 A. Slide Number 75? 4 Q. It's got 75 in the lower left-hand 5 corner, but it's actual Slide Number 60, -- 6 A. Oh, okay. 7 Q. -- or Question Number 60. 8 It's titled, "Has the Recent U.S. News 9 Coverage of Compounding Pharmacy Medications 10 Altered Your Avastin Use." 11 A. Okay. 12 Q. All right. And according to this, 27.4 13 percent said, "Yes; decreased." Do you see that? 14 A. I do. 15 Q. All right. If we can -- do you know 16 what was the news about compounding pharmacy 17 medications that altered Avastin use? 18 A. I don't know the details. I only have a 19 general impression. 20 Q. What's your general impression? 21 A. That there was some controversy about 22 the safety of compounding with the product. I 23 don't know exactly the -- I mean, I'm aware of 24 it, that that was a concern, primarily by my 25 earlier work on anti-VEGF projects, or a project	Page 277 1 10 the 2017 ASRS PAT Survey. 2 Let me know when you have that. 3 (Manning Exhibit No. 10, the 2017 ASRS 4 PAT Survey, was introduced.) 5 THE WITNESS: I have it. I'm sorry. 6 BY MS. MAZZOCHI: 7 Q. Thank you. 8 If you could turn to Slide Number 5, it 9 should say -- yeah. Question Number 5, or the 10 slide corresponding to Question Number 5, we'll 11 do it that way, -- 12 A. Okay. 13 Q. -- it's "How would you treat a new wet 14 AMD patient." Do you have that? 15 A. I do. 16 Q. Okay. So, again, in 2017 when it comes 17 to wet AMD, Avastin is still the drug of choice, 18 right? 19 A. It is the most commonly responded-to 20 -- I mean, respondents to that question had a 21 67.7 percent rating on that question higher than 22 the others. 23 Q. All right. All right. And then if we 24 look at the next question for U.S. doctors, they 25 were asked, "How would you treat your own wet AMD

70 (Pages 274 - 277)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 70

Samsung Bioepis Exhibit 1077

Page 70

Page 278 1 with subfoveal CNV if you had to pay out of 2 pocket," and 66.1 percent said "Avastin," right. 3 THE REPORTER: Can you repeat that? I'm 4 sorry. You cut out. 5 MS. MAZZOCHI: Yes. 6 BY MS. MAZZOCHI: 7 Q. If we look at slide -- the slide 8 corresponding to the answer to Question Number 6 9 in Manning Exhibit 10, the 2017 PAT Survey, U.S. 10 Doctors were asked, "How would you treat your own 11 wet AMD with subfoveal CNV if you had to pay out 12 of pocket," and 66.1 percent of doctors chose 13 Avastin, right? 14 A. I see that. 15 Q. And only 25.3 percent chose Eylea. Do 16 you see that? 17 A. I see that. 18 Q. You can turn to Question Number 8, two 19 more pages over. 20 A. Uh-huh. 21 Q. The one that is titled, Which Deciding 22 Factor Determines Whether You Extend A Patient's 23 Treatment Interval, and U.S. doctors, only 2 24 percent of them identified Visual Acuity, and 25 89.7 percent identified OCT.	Page 280 1 treatment that allows -- has the longest 2 treatment interval for AMD patients was Eylea, 3 right? 4 A. Yes. I believe so. I -- 5 Q. All right. All right. But 39.3 percent 6 of physicians said they were all about the same, 7 right? 8 A. That is what the slide says, yes. 9 Q. All right. And if we go to -- well, let 10 me -- let me ask you this: Again, and you made 11 no effort to discount or exclude these 39.3 12 percent of physicians who thought there was about 13 the same when it came to Eylea sales, right? 14 MR. CAINE: Objection; form. 15 THE WITNESS: Correct. The data for 16 such was not available. 17 BY MS. MAZZOCHI: 18 Q. And, again, even though, at this point, 19 51 percent of doctors identified Eylea as having 20 the longest treatment interval for AMD patients, 21 if you can turn in this same exhibit, 2250, back 22 to Page 15 of 90 corresponding to Slide Number 5 23 in the right-hand corner, -- 24 A. Yes. 25 Q. -- the first line, "anti-VEGF agent for
Page 279 1 Do you see that? 2 A. I do. 3 Q. And do you know whether OCT has anything 4 to do with an eight-week dosing interval? 5 A. As I sit here, I don't know what OCT 6 means. I may have read about it and forgotten, 7 but I don't know off the top of my head right 8 now. 9 Q. All right. You can go ahead and set 10 that one to the side. 11 If you can take a look at Exhibit 2250, 12 which was the 2014 PAT Survey you referred to in 13 your report. 14 A. Okay. I have it. 15 Q. And in this one I would like to direct 16 your attention to the 2014 PAT Survey slide, 17 which I believe is the one you relied on in your 18 declaration? 19 A. I can't -- I didn't hear what page 20 you're looking for. 21 Q. It's Slide Number 58, or the -- the 22 slide responding to Question Number 58. 23 A. Okay. 24 Q. Now, this is the slide that you pointed 25 to that said it's important that the anti-VEGF	Page 281 1 wet AMD," is still bevacizumab at 64.5 percent, 2 and only 16.7 percent for Eylea; true? 3 A. That is what the slide says, yes. 4 Q. All right. Now, if 51 percent of 5 doctors think Eylea gets you the longest dosing 6 interval, but only 16.7 percent of doctors 7 believe it's their first-line anti-VEGF agent for 8 wet AMD, what have you pinpointed as the reason 9 for the disconnect in terms of why doctors don't 10 then use Eylea as their first-choice medication? 11 A. I -- I wouldn't characterize that as the 12 disconnect. I would say that there are many 13 factors that go into a first-line choice, in 14 particular, and cost is an important one. And 15 Avastin, bevacizumab, has, as we've discussed, 16 a much lower cost. So I'm not surprised that 17 first-line therapy is the -- the lowest-cost 18 therapy. That would be influenced by, as 19 we've discussed, insurance coverage that steers 20 people toward Avastin, patients' out-of-pocket 21 experience, a variety of reasons why the 22 lowest-cost therapy would be the first choice. 23 Q. Well, and, again, if -- if, as it turns 24 out, I believe, you know, we've got over 64.5 25 percent of doctors who are identifying

71 (Pages 278 - 281)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151

Mylan v. Regeneron, IPR2021-00881

Page 71

Samsung Bioepis Exhibit 1077

Page 71

Page 282 1 bevacizumab as their first-choice anti-VEGF 2 product in 2016, why in your proposed sales share 3 summary for wet AMD for the year 2014 is your 4 sales share only showing 44 percent for Avastin 5 and 30 percent for Eylea? 6 A. Which -- I didn't hear which chart you 7 were referring to in my report. 8 Q. Your attachment -- yeah. Your 9 Attachment C-2, which is at Page 160 of 289 in 10 your declaration, Exhibit 2052. 11 A. So you're asking me why the 64 percent 12 on -- the 64.5 percent on Slide 5 of the PAT 13 Survey is not the same as the ATU survey -- 14 Well, sorry, -- 15 Q. Right. 16 A. I grabbed the wrong page. 17 -- is not the same as -- I'm sorry. 18 Which year is this again? 19 Q. 2014. 20 A. Well, so the Avastin utilization in 21 -- on -- in Attachment C-2 for 2014 from the 22 ATU survey is 44 percent, and the number for 23 bevacizumab first-line therapy is 64.5 percent. 24 Those are not measuring the same number, or the 25 same concept.	Page 284 1 and 2.6 percent for Avastin, right? 2 A. That is what the slide says, yes. 3 Q. All right. Again, efficacy is tied to 4 molecular features, right? 5 MR. CAINE: Objection; form. Scope. 6 THE WITNESS: I don't have a specific 7 definition of efficacy. The features of the 8 product, the quality of the product is a medical 9 issue that I would ask you to ask Dr. Brown 10 about, or Dr. Do. 11 BY MS. MAZZOCHI: 12 Q. All right. Have you been asked or has 13 anyone indicated to you that you may be asked to 14 supplement or revise or otherwise write any new 15 declarations in connection with this proceeding? 16 A. I'm sorry. You broke -- you broke up 17 right as you were asking -- right at the end. 18 Q. Sure. 19 Have you been asked to prepare any 20 supplements or revise your existing declaration 21 or prepare any new declarations in connection 22 with these Regeneron IPR proceedings? 23 A. No. 24 Q. All right. Is there anything that 25 you would like to change within your current
Page 283 1 Q. Okay. How -- well, right. What -- how 2 -- how do you think those two numbers differ? 3 A. I don't know the sampling properties, 4 how they vary over time, necessarily, but I 5 also -- you know, the -- the first-line therapy 6 is not overall utilization. It is a subset of 7 utilization. And as I've discussed, aflibercept 8 tends to be the highest among second-line 9 therapy. So, you know, it's not surprising that 10 Avastin has a 44 percent overall share when it 11 has a 64.5 percent first-line share. 12 Q. And, again, in terms of the use -- well, 13 we'll strike that. 14 When it comes to -- if you take a look 15 at Slide Number 8 -- or, I'm sorry, the slide 16 corresponding to Question Number 8 in Exhibit 17 2250, which I think is at Page 18 of 90, here 18 doctors were asked the question, "Which agent was 19 likely to be most effective." Do you see that? 20 A. Which agent -- "Which anti-VEGF agent do 21 you find most effective at decreasing fluid?" 22 Q. Yep. 23 A. I do see that, yes. 24 Q. All right. And, again, Eylea came out 25 way ahead of Avastin at 48.4 percent for Eylea	Page 285 1 declaration? 2 A. Not as I sit here today, no. 3 Q. And to the extent you've given any prior 4 declarations to the Patent and Trademark Office 5 or given testimony or under oath, can you think 6 of any reason sitting here today why you could 7 not stand by that testimony or declaration? 8 A. No. 9 MS. MAZZOCHI: All right. Now, I would 10 like to state for the record that we have made 11 requests for the production of materials. I 12 believe that they should have been produced 13 by Regeneron. I think that it is highly 14 inappropriate. I'm sure Regeneron's counsel 15 would agree that individuals were allowed to be 16 interviewed by this witness but not -- but to the 17 extent there's any factual information, or to the 18 extent these individuals provided documents that 19 are being relied on, that there's no factual 20 declaration in support to those. So while I've 21 asked various questions about these documents, 22 we're not waiving any of our rights to object to 23 these documents in terms of their admissibility 24 and whether they're hearsay and should be 25 stricken and the like. But with the caveat and

72 (Pages 282 - 285)

Page 286 1 understanding, and knowing that we're near the 2 end of our day today, I have no further questions 3 at this time, subject to any further documents, 4 information or supplementation being done. 5 MR. CAINE: Sure. I do have a couple of 6 questions. Before I do that, I'll respond to 7 your statement. 8 In terms of the appropriateness or 9 inappropriateness, I disagree that there's 10 anything inappropriate about an expert 11 talking with witnesses for the purposes of his 12 declaration in this proceeding. And with respect 13 to your requests, if you will, please put your 14 requests in writing and we will take them under 15 advisement. 16 Okay. Let me see. Just a couple of 17 questions for you, Dr. Manning. Give me a second 18 to find the exhibit. 19 MS. MAZZOCHI: Which one is it [audio 20 dropped] that you're looking for descriptively? 21 MR. CAINE: What was that? 22 MS. MAZZOCHI: Which one is it that 23 you're looking for descriptively? 24 MR. CAINE: Yeah -- no, it's Exhibit 25 -- I was just checking my notes. It's Exhibit	Page 288 1 A. I do. 2 Q. Do you re -- do you recall, roughly, 3 being asked questions about this slide? 4 A. Yes. 5 Q. Okay. Would you -- would you flip back 6 one page to Slide 13? 7 A. Yes. 8 Q. You weren't asked any questions about 9 Slide 13? 10 A. I was not. 11 Q. Okay. Slide 13 says "Main reason choose 12 treatment"? 13 A. It does. 14 MS. MAZZOCHI: Objection -- okay. I'm 15 sorry. You're going to have to wait, Dr. 16 Manning, for me to object. 17 Object to form, outside the scope, as 18 your questioning just confirmed. 19 BY MR. CAINE: 20 Q. Okay. And would you -- would you 21 explain to me what you see in terms of the main 22 reason to -- for choosing treatment with respect 23 to Eylea is -- you know what. Let me -- let me 24 withdraw that question and try and ask a better 25 question.
Page 287 1 2138, which was from earlier today. And if I can 2 -- once I put my hands on it, I'll tell you what 3 it looks like. 4 EXAMINATION 5 BY MR. CAINE: 6 Q. Okay. Do you have Exhibit 2138, Dr. 7 Manning? 8 I could help you find it, if you need 9 to. It's the full report February 2013 Physician 10 ATU Wave 2 Document. 11 It looks like -- it looks like that. 12 It may be over here. Here we go. 13 A. Okay. 14 Q. Okay. Let me see if I can find the 15 slide. 16 Yes. Would you -- would you go back to 17 Slide 14? It's actually Page 14. 18 A. Okay. 19 Q. You have Slide 14 on 2138. 20 A. Yes. 21 Q. Okay. This slide -- I think counsel for 22 Mylan was asking you earlier about -- some 23 questions about this slide. It has "Main reason 24 would not choose treatment" on it. Do you see 25 that?	Page 289 1 What does the data reflect with respect 2 to the main reason for choosing treatment with 3 respect to Eylea as set forth in this Slide 13 4 from Exhibit 2138? 5 MS. MAZZOCHI: Object to form. Outside 6 the scope. And to the extent it's seeking to 7 elicit a medical opinion that Dr. Manning has 8 said repeatedly today he's not qualified to 9 provide. 10 THE WITNESS: The response to the 11 survey question suggests that dosing period and 12 administration is the highest-rated reason that 13 the doctors gave for choosing Eylea. 14 BY MR. CAINE: 15 Q. Okay. And in looking at the -- the data 16 in Exhibit 2138, what -- what do you think is the 17 more significant question, if you do, and you can 18 feel free to tell me if you don't, as compared to 19 the reasons a physician would choose treatment 20 versus reasons a physician would not choose 21 treatment in determining factors that are 22 important to establishing the commercial success 23 of a product? 24 MS. MAZZOCHI: Object to form. Outside 25 the scope. Calls for an unqual -- an expert

73 (Pages 286 - 289)

Veritext Legal Solutions

www.veritext.com

888-391-3376

Mylan Exhibit 1151
Mylan v. Regeneron, IPR2021-00881
Page 73
Samsung Bioepis Exhibit 1077
Page 73

Page 290 1 opinion that the witness is not qualified to 2 provide, and further, too, it is compound. 3 THE WITNESS: To the extent that the 4 economic question of commercial success and 5 identifying a nex -- a nexus to a specific 6 product characteristic reflected in the patent, 7 it is more a positive question than a negative 8 question the assessment of what is the driver of 9 demand. So I do believe you can reasonably 10 conclude that asking someone why they did choose 11 something, rather than why they did not choose 12 something, is more in keeping with that, although 13 that's only top-of-mind response and I -- I would 14 want to more deeply consider that, I suppose. 15 MR. CAINE: Sure. Fair enough. Okay. 16 No further questions from me. 17 MS. MAZZOCHI: All right. One follow up 18 on this page. 19 FURTHER EXAMINATION 20 BY MS. MAZZOCHI: 21 Q. Doctors, while you pointed to [REDACTED] 22 dosing period/admin, when it comes to the actual 23 Eylea sales share in the year 2013, they were 24 only around [REDACTED], according to your 25 Attachment C-6, right?	Page 292 1 sealed, right? 2 MR. CAINE: Yeah. We'll have to go 3 through a process of -- of -- of looking at the 4 -- the deposition transcript to identify the 5 portions that will need to be confidential, 6 and we can work with you on that. 7 MS. MAZZOCHI: All right. Thank you 8 very much, everyone. 9 THE VIDEOGRAPHER: All right. 10 MS. MAZZOCHI: Appreciate it. 11 MR. CAINE: Okay. 12 THE VIDEOGRAPHER: Please stand by. 13 The time is 6:17 p.m. This concludes 14 today's testimony given by Dr. Richard Manning. 15 We're now off the record. 16 (Deposition concluded -- 6:17 p.m.) 17 18 19 20 21 22 23 24 25
Page 291 1 A. Yes. 2 Q. So even if this data here is accurate, 3 it didn't actually translate into [REDACTED] of 4 sales, right? 5 A. Well, -- 6 MR. CAINE: Objection; form. 7 THE WITNESS: -- as I've said on a 8 couple of different occasions, they're not really 9 -- they're not getting at the same question. 10 And so what reasons does a physician use does not 11 reflect the final choice. So there are a variety 12 of reasons, as -- as reflected on a lot of the 13 documents we've seen. So I wouldn't expect them 14 to be the same, but they are not the same. 15 MS. MAZZOCHI: Thank you. 16 MR. CAINE: Further questions from me, 17 unless you have more? 18 MS. MAZZOCHI: Nope. Well, I could 19 always ask more, but I don't -- I don't think you 20 want me to go there. The -- I -- I -- I did use 21 my time up. 22 All right. So -- and I think, Counsel, 23 you indicated after this deposition is concluded 24 you wanted to confirm which part of the 25 transcript can be open and which will remain	Page 293 1 2 C E R T I F I C A T E 3 4 I do hereby certify that I am a Notary 5 Public in good standing, that the aforesaid 6 testimony was taken before me, pursuant to 7 notice, at the time and place indicated; that 8 said deponent was by me duly sworn to tell the 9 truth, the whole truth, and nothing but the 10 truth; that the testimony of said deponent was 11 correctly recorded in machine shorthand by me and 12 thereafter transcribed under my supervision with 13 computer-aided transcription; that the deposition 14 is a true and correct record of the testimony 15 given by the witness; and that I am neither of 16 counsel nor kin to any party in said action, nor 17 interested in the outcome thereof. 18 19 20 6th  fficial seal this 21 22 23 _____ 24 Notary Public 25

74 (Pages 290 - 293)

&	1.3 153:25	12 30:10 67:6 68:5	165 272:16,22
& 1:17 2:9,15 6:19 7:8,10	1.5 147:10 180:11 244:1,6	68:20 97:1,2 105:11 108:6,9 181:19 182:4 208:25 209:8 229:24 230:9,19 254:20	17 4:23 30:9 31:4 31:12 78:21 105:12 187:23 188:13 218:20
0	1.555.79. 243:17		17,000 63:16
0.2 152:5	1.6 243:14 271:3		170 181:20 182:4
007 9:16	1.7 148:22		171 67:15 151:5 152:1 153:5 180:9 182:3 199:23
009 14:15	1.740. 224:4	12.05 68:7	175 241:3
016 30:11	1.9 148:14,20	123 248:5	18 78:21 102:6 188:23 189:2 276:17 283:17
018 30:11	10 4:19 17:22 30:10 64:21 74:8 101:19,21 108:15 187:21 209:13,16 209:18 255:12 256:17,20 277:1,3 278:9	124 5:8	180 192:1
03/2021 218:14		126 257:10	184 272:8,14
06/2021 219:15		129 248:6,9,12	185 3:20
096 136:19		12:47 123:14	18th 4:5 132:3 196:22 197:3 270:15
1		12th 230:3	19 78:16,20 104:7 118:11 216:8 257:20 258:8 271:8
1 3:8 6:10 9:15 32:17 33:8 37:25 39:22 40:1 41:8 67:10 98:21 109:21 111:9 124:10,21 125:18 129:24 130:4 147:8 148:18 149:12 150:6 151:4,25 152:16 153:5,20 158:10 158:19 173:5 179:16 180:8 181:24 199:23 224:24 225:2,8 226:8,13 237:13 254:13	10,464,992 221:25	13 31:10 80:24 81:6 82:7 84:1 181:11 263:11,13 288:6,9,11 289:3	197 4:8
1,034 63:18	100 81:9 82:13 226:18	13.1 40:2,5	198.5 181:3,4,7,14
1,500 173:22	1001 4:24 30:16,20	130 3:12	198.93 73:2
1,850 168:17 169:5 195:14	10019 2:16	1364 4:10 208:22 209:4	1991 254:25
1,950 174:2,11	1007 8:12	13th 30:24 31:15	1993 254:11 255:3
1,961 169:4	101 139:12	14 80:16 115:25 180:1 287:17,17 287:19	1994 146:7
1,992 169:6	1024 5:11 222:8,13 222:14,17 223:17 224:17 227:16	14th 130:3	1996 255:1,5
1.2 74:4 246:10,14 251:24 252:4,12 252:17	10493 185:19	15 75:22 78:16 80:16 115:25 145:24 280:22	1999 254:22
	106 169:4,6	156 223:20 224:3	1:22 185:19
	106.19 72:19	16 86:5 101:16 263:10	1:31 123:17
	107 248:3,14	16.7 281:2,6	2
	109 5:7 257:7,10 257:12	16.8 182:21	2 3:13 65:3 90:13 98:2,3,21,22 109:6 111:9 131:21 132:9 144:22,25 145:1,7 148:12 149:10 150:3,17
	11 17:21 209:14,16 209:19 273:24	160 282:9	
	11,066,458 221:25	162.54 72:25	
	11,084,865 222:1		
	111 248:4		
	11516 293:21		
	11:02 64:24		
	11:15 65:4		
	11th 106:12		

150:19 160:21,23 162:15,21 165:17 166:20 168:11 170:8 172:14 173:17 175:1 177:19 178:11,24 180:15 183:15 224:24 225:2,8 226:7,9,14 278:23 282:9,21 287:10 2,000 168:16 169:7 169:8 2,295 63:24 65:15 2.6 284:1 2.9 270:22 20 30:9 33:23 34:4 53:22,23,24 59:24 77:1 113:7 114:24 135:21 136:12 140:21 156:13 191:3 239:4 246:8 246:13,16,17 251:21,25 252:1,3 252:8 255:23 256:11 272:11 290:24 20-11217 3:15 144:20 145:6,9 2000 70:6 2001 254:12 255:3 257:6 2004 248:24 249:22,23 254:15 2005 4:10 208:22 209:4 2006 254:21,23 255:5 2008 254:7 2009 10:16 229:19 2011 30:24 31:10 31:15 90:3,6	101:18 102:7 125:14 161:2 2012 68:5 89:10 111:24 112:8,12 113:7 114:22 115:15 120:24 151:17 152:2,4 182:19 183:2 216:2,3,7 2013 4:18 66:19 68:4 69:5 72:7 89:10 147:9 148:14,19,23 179:12,18 180:10 180:23 181:1,8,12 182:19 183:3,19 183:22 269:23 270:3 272:7,11 273:3,22 275:1 276:8 287:9 290:23 2014 69:6 148:14 148:19,22,23 153:23 154:2 195:8 279:12,16 282:3,19,21 2015 69:7 154:8 2016 31:8 63:15 69:7 72:16 130:3 130:3 154:13 163:20 200:21 201:15 218:22 220:10 234:14,21 236:22 282:2 2017 4:19 72:18 116:8 200:10 201:15 277:1,3,16 278:9 2018 72:22 115:6 115:13,16,23 116:10 117:14,25	122:22 156:12 263:8 2018-2019 116:20 2019 5:12 72:25 115:23 118:9 234:14,16,21 237:2,25 239:4,10 239:15,21 263:12 271:10 2020 3:15,20 73:3 112:22 113:1 145:6,9 185:21,25 262:17 268:22 2021 20:21 73:5,21 74:14 109:21,21 111:25 112:8 113:8 117:25 120:24 200:23 218:4,8 260:1 2022 1:14 4:5 6:3 27:11 132:3 196:22 197:3 220:7,9 293:20 2050 199:24 2051 4:23 17:17,21 2052 4:22 8:19,22 9:10 14:9,14 30:10 63:14 67:15 129:1 135:11 136:19 139:12 151:6 152:1 153:6 180:8 181:20 209:13 232:8 241:3 272:9,17,20 282:10 209 4:10 21 32:22 218:12 212.836.8000 2:17 2132 74:21 75:4 2136 4:25 35:19 37:21,22 44:4	2138 5:5 66:14,15 66:18 67:3 75:5 78:16 80:15 86:6 108:22 287:1,6,19 289:4,16 2149 5:4 54:13,19 215 5:9 2150 5:3 43:24 44:3,7,21 46:3 2176 59:22 218 5:10 2186 5:9 215:19,20 216:7 2189 5:10 218:3,5 218:13 219 4:11,12 30:11 2196 5:13 249:7,13 249:17 2197 5:6 89:18,19 89:25 90:13 92:2 92:10 97:2 99:22 101:17 102:6 104:7,20 107:19 108:21 22 63:13 114:10 191:24 253:14,15 22180 8:13 222 5:11 2250 279:11 280:21 283:17 2278 5:7 109:16,17 110:5 111:20 114:14,17 120:17 121:10 257:5,11 23 63:13 193:13 23.4 272:2 273:12 234 5:12 24 3:15 145:6,9 192:22 264:6 24.4 253:18
--	--	--	---

24.6 182:21	3,000 245:22	34 172:20	42.75 69:6 72:10
249 5:13	3,200 63:22	35 86:17 87:8	43 5:3 78:6,7
25 179:11,25	3,300 74:1	88:13 89:8 181:1	79:11 174:4
194:11,17 272:11	3,329 63:17,18	181:10 183:20,24	177:19 257:19
290:24	65:13	220:15 223:19	258:7
25.3 273:4 278:15	3.1 148:24	224:3 232:7,10	44 110:18 117:20
25.9 264:13	30 4:24 123:10,11	36 107:19	264:10 282:4,22
250 2:16	147:24 166:19	36.3 271:21	283:10
26 239:22	168:11 170:6	36.7 267:3	45 110:12 115:22
262 4:15	282:5	360 136:2	46 135:9,13
27.4 275:12	30.11 154:14	37 4:25 173:17,18	46.7 267:5
270 4:18	30.6 264:12	224:4 232:8	47 110:14 135:11
274 74:14	300,000 74:6	38 110:17 113:8	48 135:19
274.16 73:5	3000 2:10	38.10 68:7	48.4 283:25
277 4:19	30th 20:21	388 216:20,25	49 113:5,5
28 63:13,14 65:9	31 104:20 232:8	235:11,12	4:18 229:9
76:6	312.527.2157 2:5	39 118:10 175:2	4:30 229:12
287 3:4 220:15	32 65:13 172:10,16	39.3 280:5,11	4th 3:19 6:2 106:9
289 9:16 14:15	32.6 180:22	395 4:9 208:21	185:21,25
17:22 63:14 67:15	33 72:8 232:13	209:4	5
129:1 135:11	243:22 253:14,15	3:16 185:6	5 4:9 97:20 162:20
139:12 151:5	330 240:18	4	162:25 163:15,19
180:9 181:20	331 200:23	4 1:14 4:3 5:8	208:21,25 209:3,7
209:18,19 248:6,9	334.66 153:21	17:20 45:5 46:2	209:10,18 210:2
248:12 272:8,17	338 30:20,24 31:14	54:22 90:13 92:1	226:6 229:14
272:22 282:9	32:5,10 43:7	92:9 99:22 101:21	244:4 256:25
29 63:14 77:17,21	46:19 55:11,25	124:4,5,10 185:7	269:9 277:8,9,10
78:9 165:17,21	56:7 71:10 75:18	196:20 197:1	280:22 282:12
290 3:3	76:12,19 77:4	202:5 208:24	5-0 178:10,12,13
29th 130:2	81:11 108:3 117:1	209:9,18 224:17	5-6 178:25
2:57 185:3	123:4 124:11	4.1 264:18	5.4 98:2,23 99:15
3	215:11 216:24	4.4 264:18 265:1	5.8 73:20,20
3 3:16 9:17,20	217:9 218:9,17,21	4.7. 264:19	5/2016 235:2
14:8,14 45:5,10	218:25 220:11	4.8 97:19	50 45:23 67:17
46:2 109:10 132:3	221:6,9 222:3	40 59:23,23 86:20	68:3,8 79:6
144:12 162:14	227:24 234:6	87:20 88:9 117:14	112:17,24 113:4
163:20 185:15,22	235:15,17,19	117:18	114:23 115:22
188:14 200:22	236:20,22 237:18	41 76:15 180:24	118:9 129:3,5,12
218:11 240:20,21	238:16,23 239:18	41.3 267:4	178:9 268:8
241:2,3,6	239:24 240:12,18	42 117:15	500 2:4,11
	261:8 262:11		

500,000 17:16 51 129:3,5 280:19 281:4 52 112:11,18,19 265:9,12 53 67:3 74:22 135:11 54 5:4 102:8 290:21 291:3 55 110:4 168:15 169:14 179:9,10 195:16 55th 2:16 56 129:6 178:24 179:22 265:17 56-57 129:1 56.2 265:9,12 57 129:6 58 111:19 279:21 279:22 59 88:12 114:10,16 114:17 59.8 265:8,12 5:30 269:8 5:43 269:12	600,000 179:19 601 1:17 60654 2:5 62.97 69:7 72:13 63 88:12 183:16 64 282:11 64.1 271:19 64.5 281:1,24 282:12,23 283:11 650.319.4500 2:12 66 5:5 66.1 278:2,12 67.7 277:21 6:17 292:13,16 6th 293:20	228:8 77 263:13 77.8 274:8 799 216:18,19 237:14 239:4 7th 166:23 202:23	169:1 224:18 269:21 270:1 273:19,20,21 275:1 9,254,338 1:11 9.3 154:10 9/12 216:3 9/20 4:13 262:23 90 136:18 280:22 283:17 94 69:7 94.14 72:15 94306 2:12 950 14:20 9:46 1:19 6:2 9th 106:10 218:22	
	7	8	a	
6	7 4:12 78:12 80:21 219:5,9 220:2,6,14 270:14,14 272:22 7,030,959 235:22 7,070,959 217:18 221:24 7,303,746 235:22 7,303,747 235:23 7,306,799 216:12 217:5 235:23 7,374,757 217:21 235:23 7,374,758 217:24 224:2,8,12 235:24 7,531,173 217:12 235:24 7,608,261 217:15 235:24 7,972,598 235:24 7.8 97:6,15 70 263:9 73 271:15 75 275:2,3,4 758 224:3,22 225:2 225:8 227:14,17	235:25 8,343,737 235:25 8,647,842 236:1 8.4. 182:21 80 68:14 135:15 136:18 80,000 74:15 80/20 136:11,15 82 138:9 83.2 270:25 833 211:19 212:13 84 139:11 85 195:7 87 67:4 68:19 881 7:14 89 5:6 89.7 278:25 8th 168:13	235:25 9 4:16 27:11 31:8 101:19 138:10,11 139:23 155:1,2,2 155:16 156:11 157:13 160:3	a.m. 1:19 6:2 64:24 65:4 abbreviated 55:3 229:22 ability 20:8 24:7 63:1 100:14 134:1 214:18 271:4 able 54:7 88:6 89:8 93:22 94:1 104:2 119:3,7 128:9 135:6 137:11 140:25 213:17,24 223:4 268:16 abroad 11:21 absence 192:22 264:6 absolute 47:20 176:11 absolutely 57:2 245:6 absorb 101:9 academic 11:16

academics 10:19 accept 124:13 170:4 220:2 accepted 57:9 58:3 access 18:9 19:12 27:10 143:16 198:20 244:16 245:1 257:2 accommodate 64:16 account 107:7 127:9,17 128:9 154:5 169:8 238:8 251:14 accountability 23:6,14 accounted 152:15 162:4 180:24 184:6 199:18 276:5,21 accounts 184:2 accuracy 20:9 68:16 225:17 accurate 96:18 291:2 accurately 170:2 accusations 182:11 192:11 accused 134:12 163:10 achieve 93:10 achieved 47:24 48:1 125:12 149:14 150:8 achieves 124:25 acknowledge 261:10 acquired 10:18 134:5 acquiring 27:21	acquisition 79:20 acronym 55:3 act 20:11 214:18 229:18,22 action 3:14 105:24 144:19 145:5,8 293:16 actions 11:25 active 226:12,20 226:23,23 227:8 233:8,16 237:8 238:15 activities 228:23 actual 256:17 275:5 290:22 acuity 100:14,21 104:24 263:21 270:22 278:24 add 78:23 153:18 added 90:20 124:12 adding 68:7 addition 268:5 additional 27:13 143:3 171:1 address 8:10 273:15 adequately 179:11 adherence 108:12 adjective 114:2 adju 58:10 admin 290:22 administer 233:21 administered 33:3 33:5,12,14,24 38:10 41:19 56:16 101:10 125:19 126:8,10,17,20 233:2 administering 43:6 155:10	administers 59:9 191:5 administration 33:1,10 80:22 81:2 82:24 210:11 232:14,19 289:12 administrative 200:4 256:5 admissibility 285:23 adoption 100:19 100:20 advantage 80:1 119:25 129:14 139:4 149:5 186:24 advantaged 131:6 advantages 201:17 201:18 advertised 51:8 70:7 187:24 advertising 51:7 51:13,25 52:8 69:19 70:5 250:1 250:2 advised 174:10 advisement 286:15 aetna 4:3 131:22 196:21 197:2 202:5,15 203:6,10 aetna.com 131:23 affect 12:15 affiliations 6:25 affirm 188:12 affirmatively 152:6 154:6 affirmed 8:1 aflib 233:19 aflibercept 42:19 43:20 45:17 99:25	217:7 219:14 220:22 226:9,12 226:19,22 227:8 228:6,12 229:2 230:18,24 233:8 233:16,20 264:12 264:18 265:1,6,9 267:5 283:7 aflibercept's 227:4 aforesaid 293:5 age 54:15 agency 191:5 agent 280:25 281:7 283:18,20 283:20 agents 63:21 65:12 263:6 271:18,21 ago 255:13 agree 6:9 142:4 146:15 166:12 168:2 170:2,15 176:1 193:2 194:19 215:1 226:17 230:9 231:7 242:10 243:18 245:4 250:9 259:2 285:15 agreed 179:25 ah 182:2 ahead 14:8 39:25 108:14 123:11 132:10 139:1 147:17 184:25 196:15 208:10,11 208:17 276:23 279:9 283:25 aided 293:13 aka 4:18 269:22 270:3
---	--	---	--

al 3:17 185:23	175:8 176:4,15	128:3,13 173:25	162:23 163:1
alert 146:7	192:24 193:4	176:20 200:12,13	186:7 187:8,14
algorithms 266:21	204:6,13 268:25	205:8 211:18	190:18 245:3
266:22 267:8,24	271:12 272:24	212:19,21 214:9	257:16 259:16
allegation 170:18	273:3,11 274:4	222:1 240:8 251:4	262:18,23 263:6
allegations 162:22	277:14,17,25	analyze 12:16	275:25 279:25
172:6 192:10,14	278:11 280:2,20	84:22 118:20	280:25 281:7
192:17,18	281:1,8 282:3	211:20	282:1 283:20
alleged 152:14	ameliorate 237:15	analyzed 236:1	anticipated 189:9
158:22 165:5	america 144:18	244:3	228:11
186:10,13 192:3	145:4	anatomy 267:2	anticompetitive
213:6	american 4:16	268:17	191:13
alleges 146:2	44:8 54:14 191:14	angiogenic 32:25	anybody 37:11
148:13 149:12	269:21 270:2	33:9 124:24 125:2	152:25 175:19
150:6 161:1	amount 15:5 37:1	125:14 232:16	anytime 64:14
170:22 174:7,19	49:18 58:13 60:5	233:1,10 244:21	anyway 186:18
183:19 195:7	61:5 72:7 73:22	anniversary 230:3	anyways 87:22
alleging 186:23	74:9 138:14	annual 97:3	apologize 114:5,17
191:25	142:25 149:18	165:22 245:25	215:16 217:2
allow 41:15 47:13	150:13 154:9	252:18 253:4	apotex 1:5
58:21 89:13,15	156:17 157:20	255:18 256:9,9,19	apparently 265:3
allowed 42:3	158:15 181:2	annually 246:10	268:11
285:15	247:1 249:24	251:24 252:8	appeal 1:3 6:16
allows 261:12	257:14	answer 13:7 22:8	appear 9:12 117:6
280:1	amounts 159:19	31:23 47:13 56:20	235:3,3 268:2
altered 275:10,17	246:16	61:20 94:12	276:12
alternative 137:13	analogous 93:9	128:22 158:4	appearances 6:25
194:16,23 202:17	analyses 12:23	159:8 175:9	appears 32:2 45:4
203:15	13:18 16:2 62:19	190:13 206:3	66:20 68:10,12,15
alternatives	110:22 255:10	217:11,14,17,20	78:18 99:17
193:18	analysis 11:11	217:23 242:19	113:10 114:25
alto 2:11,12	13:2 32:7,12 34:8	244:9 247:25	appendices 28:7
altogether 228:23	39:19 40:14 43:16	257:1 271:14	applicant 223:24
ambiguous 76:21	47:11 48:25 54:11	278:8	application 31:10
amd 40:24 41:9	55:12 56:14 58:17	answered 47:12	223:18 224:1
52:3 55:19 109:22	59:7 62:14 66:1	antagonist 33:2,11	225:24
111:20 112:15,23	77:23 82:6,17	anti 4:13 39:21	apply 182:15
113:12,19 114:19	85:22 96:6 103:4	45:13,22 49:24	apportion 35:14
120:17,20,22	103:5 118:6,23	51:22 54:24 63:21	41:21,25 128:11
121:18 134:14	121:24 125:10,16	64:2 65:11,23	141:4 205:13
139:14 166:8	126:1 127:7,8	74:3 110:10	237:16 238:20

apportionment 43:11 126:24 appreciable 113:21 appreciate 75:1 292:10 approach 56:22 56:23 85:8,9 appropriate 20:5 58:23 65:13 154:7 233:2 appropriately 231:4 appropriateness 286:8 approval 230:4 272:3 273:10 approve 233:22,23 approved 50:15 57:7,8 59:5 80:19 90:5 92:24 95:5 224:23 225:8 226:13,20 227:3 230:3 232:4 261:18 266:3 approximately 17:12,14 168:15 168:16 169:7,8 180:24 181:10 191:9 263:9,10 april 3:19 97:18 185:21,25 area 120:19,21 197:18 251:2 261:18 areas 88:6 121:2 argued 240:3 argument 89:2 220:4 arithmetic 246:12 246:18	arms 57:14 arnold 1:17 2:9,15 6:18 7:8,10 arnoldporter.com 2:13,17 arran 42:1 arrange 27:4 arrangement 194:10 array 142:12 238:22 arrayed 42:2 arrow 260:15 art 42:9,14 128:17 214:16 266:20 arterial 106:9 article 4:13 242:13 249:8 262:22 articles 255:6 artificially 134:15 arvin 15:17 ascertain 205:18 206:4 211:16 222:2 ascertained 205:4 ascribe 82:13 ascribed 82:4 aside 44:5 196:15 207:15 240:20 276:24 asked 18:1,1 19:23 19:25 37:4,7 43:22 52:19 84:22 98:19 99:13 104:21 239:9 271:11 277:25 278:10 283:18 284:12,13,19 285:21 288:3,8 asking 47:2 49:4 56:11 84:5 95:9	102:22 141:15 145:20 171:7 196:12 208:9 256:7 274:23 282:11 284:17 287:22 290:10 asks 84:11 asp 157:11 159:17 169:6 aspect 239:9 aspects 189:6 asrs 4:19 277:1,3 assembled 28:19 asserted 163:25 assess 33:17 39:11 40:23 79:19 92:2 116:23 126:16 141:6 227:14,17 227:21 228:4,10 228:16,20 237:9 239:1,18,25 240:11 274:23 assessed 55:9,23 56:2 106:17,25 143:22 167:16 171:23 176:22 195:3 226:24 239:17 253:9 assessing 63:20 65:11 assessment 34:1 34:18 56:13 57:2 57:9 72:3 104:18 124:19 167:15 197:25 205:23 224:7,12 250:23 290:8 assessments 127:16 250:22 assigned 142:19	assigning 81:9 assignment 46:21 222:6 224:15 236:19 237:12,20 238:22 240:11,11 240:17 assignments 70:9 assist 232:15 assistance 151:11 152:3,4,7 153:12 153:18,24 154:7 154:10,18 155:4 157:5,6,13,21 158:1 175:6 176:2 176:13 179:17 188:1 189:14 assisted 188:16 associate 22:10 23:5,13 195:9 associated 11:18 128:16 130:15 134:13 215:15 220:18 237:17 247:3 assume 97:17 assuming 167:4 assumption 137:21 186:5 att 36:12 attach 16:3 attached 36:13 180:1 attachment 38:22 148:1 150:25 151:4,25 152:16 153:5,20 156:11 158:9,19 160:3 173:5 179:16 180:7 181:19,24 182:4 199:22,23 240:19,21 241:6
--	--	--	---

272:8,22 282:8,9 282:21 290:25 attachments 16:4 16:7,25 147:19 attained 76:17 77:2 attempt 35:2 110:22 125:10 126:15 127:9 attempted 91:22 125:24 237:16 attempts 266:6 attention 45:4 51:20 279:16 attest 155:13 attested 68:15 attract 119:3,7 attractive 137:16 140:16,17 141:13 166:15,17 198:7 208:3 attractiveness 139:20,21 208:2,5 attributed 69:16 attributes 237:1 240:15 atu 34:22 35:2 41:2,20 50:17 64:4 66:19 273:7 282:13,22 287:10 audio 6:7 18:17 25:10 46:5 95:11 114:11 133:9 151:19 154:2 193:22 198:23 203:8 248:6 250:12 252:12 254:19 260:20 267:14 273:24 286:19	audit 20:10,16 auditing 143:12 auditors 163:21 164:5 author 264:4 266:23 267:1,13 267:22 authored 262:19 authorities 134:11 authority 31:18 availability 19:13 187:25 available 24:9 27:3 36:5 52:9 116:24 170:11 175:7 176:3,14 203:14 223:14 280:16 avastin 45:16 48:9 48:12,15 49:1,13 50:6,11,14,15,18 51:3,7,14,21 52:1 52:6,8,13 53:17 58:6,24 60:19,21 61:12 63:2 76:4 79:14,20,22 80:2,7 80:16 92:3,4,12,12 92:16,19,24 93:8 93:13 94:22 95:2 95:18,23 96:8,12 96:14,23 97:3,5 98:1,15,20,23 99:10,18 107:9 110:9,12,16,17 111:14,25 112:3 112:11,23 114:4,5 114:22 115:6,12 115:19,20 116:25 117:14,23 118:9 118:14 119:25 120:2 121:13	122:16,23,25 123:1 131:8 132:24 133:18 134:8,14,19,21 135:7 136:3 137:8 137:23 138:8 166:7,24 167:6,17 168:2,15 169:11 169:13 170:12,13 170:24 171:9,12 171:25 175:9 176:4,16 177:3 192:25 193:5 195:13,15,23 196:10 198:1,5 203:2,8,15 204:21 204:23 205:5 206:5,6,8,12 207:5 207:15,18 208:11 208:13,14 244:15 244:17,20 258:10 263:10,14,19 266:2 275:10,17 276:7 277:17 278:2,13 281:15 281:20 282:4,20 283:10,25 284:1 avastin's 53:23 113:15 133:11 166:8 208:2 aventis 49:13 113:21 114:4,6 133:18 aventus 107:9 208:11 avenue 1:18 average 97:6,19 98:19,23 99:14 155:18,22 157:18 159:11,22 252:22 253:2,5 255:24	averages 62:6,11 253:23 avoid 141:11 aware 69:12 74:23 75:1 89:16 92:23 119:11 134:9,17 135:8 152:21 184:13 186:5,18 190:7 192:8 195:20 196:3,9 207:13 211:9 212:15 229:21 238:1 252:11,17 275:23 awareness 99:24 100:1 axes 115:3 axis 114:25
			b
			b 3:6,9 53:5,6,18 53:20 65:21 129:25 130:5 136:24 147:10 149:4 182:8,12,15 191:8,10,19 b1 38:22 b2 1:11 back 42:3 47:15 65:2 69:12 74:21 98:13 99:4,21 121:1 123:18 127:4 132:11 138:15 139:22 147:25 160:20 169:1 179:15 199:22 202:4 229:13 252:5 253:13 257:4 266:2,5 269:11 280:21 287:16 288:5

background 9:14 19:7 26:15	94:17 110:3 122:22 123:1	121:15 122:20,24 203:2 264:11,18	bob 179:23
bad 58:2	129:9 135:18	264:23 265:5,9	body 101:9
banigan 172:11,16	138:24 149:1	266:2 267:4 281:1	borne 187:2
bar 67:8,8 76:5	151:1 160:10	281:15 282:1,23	bottom 45:5,10 86:9 179:10 226:7 273:25
base 91:17	162:19 166:6	beyond 127:6	boundless 52:21
based 62:17 80:5 82:16 96:5 110:23 125:11 130:20 189:23 205:8 248:23 249:20 263:24	168:12 169:4,15 169:19 210:23 232:7 234:14 235:15 243:14 248:4 250:25 260:25 261:5 262:15 270:9,15 272:7 279:17 280:4 281:7,24 285:12 290:9	141:2 227:11 261:25	box 77:20 132:6
basic 147:2	believe's 32:17	bigger 156:5,8	bpcia 229:22
basically 117:22 195:21 203:6	believed 102:9	biggest 81:6 169:10	bracketed 126:6
basing 137:21	bell 178:5	billed 17:13	brackets 124:23
basis 26:13 30:12 40:13 46:6,15 57:8 91:1,13 221:11 253:4 261:15	benchmark 89:25 90:4 99:23 102:7	billion 73:20,20 74:4 147:11,24 148:14,20,22,24 180:11 200:22 243:15,22 244:1,6 245:25 246:9,10 246:13,14 251:24 252:4,6,18 255:17 255:21 256:8,9,18 256:24	branch 44:10
beating 59:19	beneficial 247:15	biologic 229:18,23	brand 100:1 202:9 230:14
began 130:2 161:2	beneficiaries 135:23	biosimilar 122:20 122:24 230:2,13	branded 121:4 263:18 268:6
beginning 1:19 111:24 115:10 229:13	benefit 90:12,20 102:10 202:8 213:18,25	biosimilars 230:16	break 64:12,15 107:21,24 108:15 108:18 118:3,7 123:12,24,24 183:9 184:25 185:12 196:18 229:6 269:5
begins 65:3 109:10 115:12 185:7 264:10 269:12	benefits 91:2,14 104:8 230:24 276:9	bit 93:1 98:24 110:17 151:8 201:11 232:1,2 242:11 269:5	breakdown 64:6
behalf 7:6,8,16 62:5 238:7	best 22:7	black 1:20 6:22	breaking 151:20
behavior 107:6 122:1 187:18 194:8	bet 116:3	blessed 95:24	breakout 242:3
belief 30:12	better 79:19 83:9 131:16,18 146:10 146:17 264:8 268:6,23 288:24	block 228:17	breaks 269:17
believe 7:13 9:16 19:11 20:5 21:8 30:11 38:21 47:12 63:12,21 65:12,16 66:8,23 67:1 74:4 90:6,10 92:20,22	beva 122:21	blocking 211:4,11 211:12,17 212:5,8 212:18,23 213:3,6 213:9 228:17,21	briefly 133:24
	bevacizamab 122:21	bluecross 185:17	bring 16:1 217:7 227:23,24
	bevacizumab 45:16 111:5	blueshield 185:17	bringing 216:20 222:3
		board 1:3 6:16	broad 206:9 207:19 258:22
			broader 52:9 142:12 260:3
			broadly 182:16
			broke 18:21,21 156:23 172:12 184:18 193:24 216:23 222:11

284:16,16 brolocizumab 257:17 brought 214:14 brown 32:22,23 96:21 141:21 143:18,22 198:3 201:10 261:9,23 266:5 284:9 brown's 93:11 brvo 47:10 budget 174:14 bulk 113:10 bullet 38:5 90:13 92:7,9 99:23 100:18 bulletin 4:4 196:21 197:2 bunch 203:11 burden 161:5 business 11:12,14 12:18 20:3 24:13 28:25 29:15,20,22 29:25 185:16 249:25 buy 72:2 142:25 byooviz 202:25	82:11 84:20 94:11 95:7 96:2 98:8 99:1 100:6 103:9 105:18 106:2 107:11 108:17,20 109:3 112:2,13 113:23 114:3,14 128:19 141:14 143:4 144:14 146:21 154:21 156:22 157:8 158:2,11,20 159:6 160:4 161:19 162:6,12 164:9 165:8 167:8 170:16 171:2,13 172:2 173:9 176:17 177:8 181:13 183:5,8 185:1 187:16 189:18 192:12 193:6,9 195:25 196:11 199:1,8 216:22 221:16 223:6 225:11 229:7 238:2,11,18 242:24 243:20 247:22 250:14 256:1 258:6 259:23 262:6 265:15 268:1,18 273:13 280:14 284:5 286:5,21,24 287:5 288:19 289:14 290:15 291:6,16 292:2,11 calabro 184:15 calculate 156:10 183:1,3 calculated 149:1 153:11,13	calculations 159:17 228:22 california 2:12 call 19:11,11 23:18 24:20,23,24,25 25:10,16 26:18,19 28:23 29:10 51:25 86:21 called 7:25 55:17 90:3 129:17 150:10 188:2,10 261:1 calling 67:24 78:4 calls 25:22,22 27:25 289:25 cam 248:24 249:21 254:15 camino 2:10 campaign 70:1 cannibalized 113:20 captured 156:17 183:25 care 74:2 125:1,13 146:9,16 147:5 175:10 206:8 207:15 career 9:24 10:5 carefully 251:9 carve 35:13 case 1:11 6:16 8:19,21 13:16 19:1 28:23 44:24 46:6,14,14 57:24 62:21,24 63:3 66:22 86:3 101:14 103:5 109:25 124:20 125:10 145:18 147:15 163:9 185:19 187:15 205:7	210:6,10,20 213:2 256:16 270:11 cases 64:3,3 casey 178:16 cash 143:3 catalogs 266:9 categorical 176:7 categorically 176:24 categories 241:15 242:4 category 83:7 94:6 113:19 204:25 205:1 251:18 cathy 178:15 caught 115:5 causality 259:25 cause 276:15 caused 276:12 causes 147:4 260:12 causing 72:2 caveat 285:25 cdf 163:22 164:1 164:16,18,22 180:2,3,21,21 181:1 183:20,21 187:4,25 188:4,15 189:3,6,8 195:12 cdf's 180:23 celltrion 1:5 cellular 6:6 census 70:4,6,11 70:12,13 center 11:3,9 12:14 144:8 central 38:8 certain 18:17 25:2 181:5 220:16 247:3
c			
c 2:1 156:11 160:3 181:19 182:4 272:8,22 282:9,21 290:25 293:2,2 caine 2:10 3:4 7:7 7:7 14:5 20:12,15 28:5,13,21 31:1,20 34:11 39:17 42:11 42:23 44:12,14 49:3,15 50:8,21 51:5 59:12 61:25 64:10,21 68:25 71:12 75:3,7,10			

certainly 13:2 36:4 43:13 54:5 60:18 91:7 92:23 113:15 127:12 218:9 220:10 259:17 276:16 certainty 190:21 certified 1:21 certify 293:4 cetera 42:20 69:8 163:1,1 cfr 224:4 challenge 222:10 challenged 227:18 246:19 challenges 11:14 11:19 change 117:12 160:2 182:7,21 284:25 changed 60:6 113:25 119:22 changes 201:3 216:4 changing 119:8 character 167:24 characteristic 58:2,5 79:5 80:3 82:16 137:15 290:6 characteristics 57:21 104:16 137:17 140:15,17 205:11 206:18 characterization 30:3 characterize 121:4 133:4 152:11 165:11 281:11 characterized 158:23,24 184:2	charge 13:25 charitable 152:9 158:18 159:19 160:1 164:7 charity 164:22 chart 76:5 77:12 78:10,15 115:10 138:10,10 139:23 154:15 155:2,16 157:13 169:1,2 182:5,20 257:15 258:11 282:6 charts 59:23 67:8 79:4 cheaper 170:13,23 171:9,24 192:25 193:5 check 110:2 147:16 249:1 checking 286:25 chicago 2:5 chief 163:24 choice 84:11,19 137:13 166:11 177:3 204:14 205:5 277:17 281:10,13,22 282:1 291:11 choose 4:14 80:18 81:8 82:10 83:5 84:10 146:4 171:17 187:6 262:18,23 263:6 263:10 287:24 288:11 289:19,20 290:10,11 choosing 82:3 85:4 166:7 194:16,23 271:11 273:11 288:22 289:2,13	chose 161:3 263:11,13 278:12 278:15 chosen 137:14 christopher 179:4 chronic 149:16 150:11,23 152:15 152:20 161:17 162:5,8 172:1,5,22 181:9 circuit 4:10 208:22 209:4 210:21 211:2,10 citation 90:22 210:16 citations 45:1 cite 18:19 26:7,9 31:17 32:14 34:3 66:23 90:9 233:14 cited 16:21 19:17 33:7 34:21 36:7 66:25 90:9 191:11 210:7,15 civil 3:14 13:11,25 144:19 145:5,8 166:21 186:7 claim 32:17,24 33:8,8 124:10,11 124:12,15,18,21 125:18 146:25 147:6 165:13 224:22,23 225:8 237:13 claimed 32:5,10 33:1,11,24 34:10 213:1 claims 30:13 31:14 32:15 33:18 108:13 123:4,7 186:8 188:16,18 194:12 224:24	225:2,7 226:8,13 237:24 clarify 75:25 124:19 class 251:11,12 classes 250:11,24 classified 241:11 classify 125:25 clean 61:19 cleanly 102:18 clear 14:24 26:3 27:24 33:16 41:7 43:3,9 63:8 82:12 87:18 104:3 135:3 144:25 168:1 171:10,15 208:9 217:4 236:25 238:6 239:8 clearly 169:20 click 219:25 clinical 4:4 45:21 50:13 80:5 93:12 96:5 196:21 197:2 268:24 clinically 58:18 clinicians 266:22 267:8,24 clocked 105:7 106:9,10,12 clocking 78:5 clorinda 178:7 close 243:14 closely 103:1 273:9 closest 42:8 128:17 cms 191:5 cnv 278:1,11 coast 3:11 130:1,7 coconspirators 192:23
--	--	---	---

code 220:16 coded 65:22 coinsurance 149:18 150:13 194:20 colleagues 24:3 collect 149:21 150:15 collecting 165:1 collectively 149:18 239:15 collects 138:21 color 125:6 columbia 1:22 com 137:23 come 42:3 47:15 69:23 132:11 134:5 232:5 comes 51:2 56:12 66:2 75:14 91:5 106:24 121:23 127:2 129:16,18 143:10 195:4 221:22 227:14 230:15 234:11 235:20 242:11 261:22 268:24 277:16 283:14 290:22 comment 130:2 165:10 comments 3:10 129:25 130:6 131:1 commer 82:14 commercial 18:9 24:12 32:7,11 34:8 40:14 43:4 43:12 46:23 47:11 47:23,25 48:6,25 49:11 54:3,6	55:12 56:14 57:3 58:8 71:11,18,21 77:22 81:10 82:6 83:22 84:23 91:23 103:4 110:21 121:24 125:9 126:1 127:16 129:14 133:25 137:7 140:3,4 159:14 163:8,24 167:3 169:17 187:15 202:15 205:6,9 209:1,10 209:25 210:16,22 211:3,10,18 212:1 212:18,24 214:8 214:12 221:12 237:9,16,17 238:6 238:10,17,20,23 239:6,17 240:12 289:22 290:4 commercialization 213:18,25 commercially 47:18 56:24 common 29:7 34:6 34:14,18,25 39:8 41:5 47:17 59:15 59:18 78:1,4 79:3 85:8,10,13 86:1,21 86:23 87:2 93:20 96:12 110:11 112:7 191:8 204:14 207:25 214:6 231:14 commonly 99:9 277:19 community 263:5 companies 10:1 61:17 152:21,23 157:25 160:10	165:7 190:2,7,12 194:2 198:2 199:5 199:20 206:21 253:14 company 10:17 11:15,18 24:1 27:5,23 28:18 119:5,7,22 131:22 142:2 155:19,24 163:21,25 164:15 164:23 175:22 189:16 190:5 194:9 195:9 207:6 207:7,9 242:1 245:8,14 246:22 255:13 258:24 company's 63:1 163:24 164:17 256:3 comparable 166:25 167:19 168:3 comparative 57:8 119:25 130:20,21 compare 79:22 136:23 154:24 157:4 244:12 compared 50:6 61:21,23 89:10 94:21 111:8 131:7 157:5 239:23 244:14 251:11 257:24 258:5 289:18 compares 249:19 comparing 61:16 248:18,22 266:1 comparison 62:8 191:10,20 256:12 256:13,14	comparisons 194:15,22 compelling 71:6 71:10 compensated 14:18,25 compete 195:15 competition 229:18 230:11,13 230:15,18 competitive 202:1 213:15,22 246:6 competitors 61:7 61:10 186:25 244:24 complaint 3:14 4:9 13:10 144:16 145:1,8,24 147:9 148:13,18 149:11 150:6 160:22 166:21 170:7 172:7,21 173:16 174:25 177:18 178:22 180:15 183:15 186:15,20 209:3 complete 30:1 completed 85:9 completes 109:6 269:8 complex 70:18 compliance 13:24 compliant 76:19 77:4 complicated 51:18 96:3 complies 76:12 comply 43:7 88:5 compound 290:2 compounded 120:1,3
---	---	---	---

compounding 275:9,16,22 compounds 10:22 comprehensive 63:19 64:5 computer 293:13 con 12:22 153:1 concealed 189:7 conceivably 103:25 concept 155:23 212:23 245:6 282:25 conceptually 213:8 concern 155:9 275:24 concerns 11:12 concert 188:3 concessions 155:8 156:2 157:15 conclude 47:22 290:10 concluded 10:16 110:25 210:21 291:23 292:16 concludes 266:23 268:13 292:13 concluding 261:15 267:22 conclusion 58:8 82:7 89:2 95:9,14 conclusions 210:25 condition 41:17 94:2 266:4 conditions 88:22 92:25 conduct 17:24 163:3 192:22	conducted 17:23 211:18 conducting 32:7 103:3 conference 7:11 242:16 confidential 1:24 108:23,25 292:5 confirm 8:20 9:10 20:1 29:18 30:23 39:18 45:1 62:4 66:18,25 89:24 110:8 111:23 112:10 123:4 125:8 149:9 153:22 215:25 218:12 221:5 223:18 227:13 234:25 235:12 249:16 270:21 273:1 291:24 confirmation 38:22 148:10 confirmatory 19:7 confirmed 26:6 28:17 59:8 135:14 195:14 218:21 288:18 confirming 27:22 39:5 confused 151:8 cong 146:2 congenital 63:5 congress 146:3 conjunction 110:20,21 221:14 connected 188:15 connection 12:23 13:11,19,25 15:19 16:9,20 25:13 28:3,20 35:21	36:13 44:24 53:9 66:22 109:25 119:12 125:9,25 126:2 145:17 156:20 158:16 162:18 163:11,16 164:7 173:1 175:14 177:14,24 186:8 205:6 237:9 238:9 243:9 270:10 284:15,21 consider 107:15 132:25 151:14 153:1 160:12 205:20 242:20 265:13 271:11 273:10 290:14 considerations 54:6 211:14 considered 36:21 37:1 74:11 133:6 173:21 176:6 226:19 236:12 considering 173:22 174:11 considers 203:10 consistent 60:7,9 60:11 96:23 97:8 98:5 111:1,3 122:5 136:7 147:14 148:15 165:5 167:18 168:20 201:16 208:5 255:14 260:3 consistently 34:23 34:24 58:22 120:24 276:11 constitute 181:11 constitutes 108:12	construction 124:12,15,18 consultants 15:14 195:11 consulting 188:5 consumer 169:23 192:5,10 250:1 consumers 57:20 58:4 146:10,17 consuming 215:3 cont'd 4:1 5:1 contact 26:16 245:15 contemplated 12:1 217:8 contents 209:21 context 22:16 26:23 103:3 127:20 175:23 209:24 211:23 213:5 215:5 226:4 240:10 243:22 261:22 continuation 118:1 continue 6:8 90:21 continues 135:10 188:14 continuing 110:16 110:23 114:20 121:19 122:2 continuously 49:22 contracts 143:12 143:13,17 contractual 187:5 193:14,17,23 194:3,13 contraindication 203:13,22 204:22 207:17
---	---	---	---

contrast 169:14	271:15	243:12,15 244:15	costs 139:8 168:15
contribute 66:9	copayment 53:23	246:17 248:25	168:16 188:2
205:2 206:13	138:22 192:8	249:22 250:25	191:15,19 194:6
236:2 243:1	195:23	252:4 254:7,12	241:19 247:3
contributed	copayments	274:11,16 280:15	cottage 8:12
205:14 260:19	135:24 136:12	293:14	counsel 6:24 8:6
276:7	138:16 164:8	correctly 46:7	25:21 36:1,9
contribution	copays 146:3	248:11 293:11	64:10 65:5 75:3
200:17	149:21 150:15	correlate 164:17	94:11 109:12
contributor 141:6	151:1 154:19	correlates 273:8	123:19 152:25
contributors	156:18,21 158:17	correspond	159:6,7 183:8
141:7	158:24 161:8	209:19	185:9 229:15
controls 11:22	164:19 165:1	corresponded	269:14 285:14
controversy	170:14,24 171:10	34:10	287:21 291:22
275:21	180:4 181:10	corresponding	293:16
conversation	183:22	25:24 220:17	counselor 31:4
19:17 21:12 27:17	copies 17:3 242:13	277:10 278:8	count 105:12
143:17	copy 179:25 235:1	280:22 283:16	counted 276:6
conversations 6:6	corbin 184:17,20	corresponds 129:2	countries 191:11
19:24,25 27:19	corner 273:25	181:5 219:6 227:2	191:20
36:1	275:2,5 280:23	248:6 271:8	country 254:4
converted 119:18	corporate 11:3,3,9	cost 82:25 83:6,6	couple 15:6 136:3
119:23	12:12,14 13:24	83:12,12 84:10,12	286:5,16 291:8
convey 37:9	corr 273:6	122:14,16 130:21	course 20:2 24:8
conveys 76:24	correct 10:3 19:20	131:9,19 135:15	28:24 29:4,14
convincingly 57:3	23:15 25:5,8	135:23 138:7	108:23 111:13
coordinate 70:9	26:11 38:18,21	146:5 162:3 166:9	265:2
cop 93:1,4	62:13 66:10 67:12	169:5 174:8	court 6:21 7:20
copay 54:4 135:21	73:1,4,8 76:9	186:25 187:2,7	44:15 66:13
140:22 149:15,17	77:24 80:23 86:18	192:2 193:14,18	109:14 124:1
149:19 150:10,12	91:25 98:3 112:9	193:23 194:3,10	144:17 145:3
151:11 152:3,4,7	117:16 125:15	194:15,22 195:17	185:20
153:12,18,24	126:4 128:17	198:6 203:1 208:2	cover 30:13 161:8
154:7,9,18 155:4	135:21 138:24	242:4 247:1 249:9	180:3 183:22
157:5,6,13,21	144:10 169:5	251:3 271:15	189:8,16 192:2
158:1 166:13	213:7 214:1 221:8	281:14,16,17,22	225:3 237:8
170:10,22 171:8	230:4 231:25	costing 195:14,16	239:11
172:1 175:6,10	232:11,16 236:5	costliness 227:21	coverage 3:9
176:2,13 177:4,5	237:3,6,11,19	costly 100:3	129:16,18,25
177:15 179:17	238:12 239:12,24	202:17 215:3	130:5,16,19
189:14 194:20	240:25 241:8,18		131:10,14,16

133:1 138:3 139:5 139:7,8 141:19 170:10,23 172:1 196:19 197:19 205:21,21,24 206:5,9,12 275:9 281:19 covered 129:9,13 131:2 210:11 212:13 226:13 228:8 236:11 253:23 covering 211:5 218:25 236:23 238:8 239:2,3 covers 135:15 215:12 216:13 224:8 237:14 crank 183:12 create 194:14 206:12 213:10 created 19:21 20:3 29:14 creation 241:23 credibility 24:5 credible 23:22 criminal 13:10,25 crvo 38:9,16,24 39:5,13 curated 28:19 curiosity 40:22 curious 121:3 201:11 236:10 current 4:11 100:4 104:10 218:2 219:4,7 247:18 284:25 currently 45:13 116:16 cursory 236:17	customer 18:8 20:20 cut 46:8,9 106:22 114:13 133:14 250:15 278:4 cutting 14:10 cv 185:19 cynthia 175:3,13 175:23 d d 3:1 4:1 5:1 149:3 151:4,25 152:16 153:5,20 158:10 158:19 173:5 179:16 180:8 181:24 240:20,21 241:1,3,6 d1 67:14,21 daniels 178:5 180:25 data 15:23,24 19:13,15,17,19 26:16 27:2,8 28:6 28:10,11,17 40:19 40:23 41:14,21,23 42:1,2 47:13 50:10,18 51:6 53:9 59:16 62:2 64:1 65:20 82:20 85:3 89:12,14 98:10 99:13 101:3 116:7 118:19,20 138:2 147:14 149:6,9 151:4 153:14 155:13 157:10,23 164:1,6 164:17 169:11 173:6 179:16 182:8 183:25 207:20 248:24 249:21,23 254:15	254:19 255:4 257:3 263:25 267:6 272:10,23 273:2 280:15 289:1,15 291:2 database 19:21 date 4:4 17:13 30:25 31:6,7,14 32:1 130:3 192:2 196:21 197:3 216:4 218:16 219:15 220:9,10 254:21 dated 4:13 262:22 dave 64:20 david 2:10 7:7 241:2,3 david.caine 2:13 day 23:8 200:18 246:18 286:2 293:20 days 64:16 172:22 172:25 173:8 265:8,9,10,12,12 265:12 dc 1:18 de 184:17,20 deal 51:20 deanne 2:3 7:3 132:4 144:21 234:20 debates 263:4 dec 37:11 decade 36:18 73:7 decide 93:6 deciding 270:16 278:21 decision 37:11 59:3 121:21 210:1 decisions 91:6,10 103:22 106:21	208:12 231:2 deck 85:11 decks 79:4 declaration 7:14 8:21 9:11 14:9,15 15:20,23 16:4,10 17:4,21 18:18,20 19:1,10 26:8,14 30:9 31:13 32:14 33:7 35:11,22 36:14 39:23 48:11 63:12 65:9 90:9 90:17,18,23 116:16 117:5 128:25 131:2 132:14 135:10,19 136:19 139:12 141:20 142:12 151:5 168:21 170:1 180:8 208:24 209:8 232:7 237:23 238:6 248:4 249:4 249:18 279:18 282:10 284:20 285:1,7,20 286:12 declarations 19:3 284:15,21 285:4 decline 207:22 247:9 decreased 275:13 276:7 decreasing 133:12 283:21 deductible 149:18 150:12 166:14 194:20 deductibles 165:22 deduction 151:12
---	---	---	---

deductions 157:22 deem 203:20 deeply 290:14 defect 63:5 defendant 3:19 185:19,25 defendants 144:19 defer 266:16 define 48:16,23 117:9 131:18 159:22 defined 48:7 202:14 definition 126:25 284:7 definitively 178:3 degeneration 54:16 135:20 degree 74:18 113:22 205:4 deliver 207:4 delivery 268:15 demand 58:14 80:13 117:12 121:22 189:9,16 228:25 240:9 261:15 290:9 demand 86:4 169:21 demanding 156:7 demonstrate 43:12 93:14 266:6 demonstrated 45:22 111:9 263:20,21 demonstrates 139:16 deny 213:9 department 12:13 146:5	depend 187:17 dependent 134:1 142:22 247:5 depending 63:25 depends 121:5 194:25 246:4 247:10 259:25 deponent 293:8,10 deposed 8:14 deposition 1:15 6:11,18 9:2 124:3 291:23 292:4,16 293:13 der 157:11 derived 157:12 des 36:2 describe 26:21 57:19 described 36:3 56:16 58:1 59:11 114:1 188:10 205:13 describes 11:10 85:6 description 3:7 4:2 32:21 56:15 descriptively 286:20,23 designate 108:22 designated 1:24 designed 189:8,16 desirable 86:4 desired 86:4 despite 39:9 54:8 104:8 137:12 266:20 267:6 destroy 214:19 detail 243:3 detailed 138:2 151:2 157:10,23	detailing 249:25 258:17,21 259:6 259:12 details 27:25 142:6,15 144:9 192:16,16 200:5,8 230:7 275:18 determination 3:10 129:18,25 130:6 168:6 212:10 determinations 130:16,19 determine 96:8 239:13 240:8 254:10 270:17 determined 46:5 46:14 99:24 130:24 determines 198:18 278:22 determining 289:21 deterrent 216:20 217:6 detract 206:15 develop 213:11 development 213:16,23 215:2 devices 10:5 diagnosed 80:25 81:1 diagnostic 202:19 dictate 177:2 dictates 169:20 differ 283:2 difference 43:14 51:20 52:2,6,10 57:17 58:15 59:2 60:23 107:16 117:6,10 120:9,11	121:25 169:10,10 182:23 200:14 267:17 differences 155:3 251:15 267:23 different 23:7 39:2 39:3,4 48:20 57:21 60:4 84:6 99:7,13 100:3 104:9 143:23 161:17 167:5 199:20,21 205:24 206:5 242:11,25 250:24 251:11 266:21,22 267:7,8 267:18 272:10,23 273:2 291:8 differentiate 110:22 119:9,10 differentiated 92:3 102:20 103:5 differentiating 57:16 85:23 87:5 121:17 differentiation 89:3 differentiator 92:11,18,21 differently 49:17 difficult 88:23 difficulty 231:15 diminished 58:15 diminishing 245:5 direct 45:3 250:1 279:15 direction 276:13 directly 10:20 12:15 13:14 36:6 158:17 director 20:19 21:16 22:10 23:5
--	---	---	---

23:13 24:12,14 27:10 175:3 178:16 disadvantage 52:7 disadvantaged 131:6,8 disagree 168:3 170:15 176:1,7 193:3 286:9 disclosed 189:4 disconnect 263:18 281:9,12 discount 141:11 155:14,21 156:5 280:11 discounting 139:17 140:13 155:21 200:25 discounts 58:14 140:2 141:2,22 142:18 155:2,7,25 159:13 161:15 162:4 199:12 200:3,11,20 201:14 discouraging 106:19 154:19 discuss 85:14 123:22 152:18 201:2 232:11 259:1 discussed 19:10 198:8 201:2,3 205:21 245:22 269:16 281:15,19 283:7 discusses 32:16 discussion 27:6 64:4 266:5 discussions 36:6,7 142:10 185:12	198:3 disease 88:23 149:16 150:11,23 152:15,20 161:18 162:5,9 172:1,5,22 181:9 disincentives 212:25 213:10 disincentivize 222:3 dismiss 14:6 disorder 32:25 33:9 124:24 125:2 125:14 233:11 237:15 disorders 232:16 233:1 244:21 disparaging 134:19 displace 134:2 dispute 225:2,6,17 225:19 246:20 distinction 65:25 distinctions 233:13 distinguish 102:17 distinguished 167:23,24 distinguishes 58:4 58:5,9 82:18 distinguishing 59:6 80:8,11 82:16 85:21 167:25 distorting 186:25 distributed 241:24 distribution 99:3 district 1:22 144:16,17 145:3 185:20,20	divide 183:6 divided 181:14 division 12:13,14 divorce 167:19 dmazzoichi 2:6 dme 109:22,22 do's 32:21 33:7 124:3,11 doctor 44:20 59:9 61:20 63:4 71:7 74:7,10,16,19 87:20 89:5 92:10 122:18 137:13,16 138:23,25 234:4 242:14 doctor's 104:1 242:15 doctors 40:17,20 40:24 41:3 50:18 60:2 68:20,21 69:4,23 74:2 75:14 80:17 82:8 82:21 83:17 84:2 84:5,15 85:3 88:10 91:16 92:2 92:4,15,20 93:7,18 94:17 95:1,18 96:7,12,17 99:14 102:22,23 103:21 104:21 107:8 135:16 138:11,15 195:21 245:21 253:22 257:12,24 259:20 271:10 272:2 273:12 274:8,13,18 277:24 278:10,12 278:23 280:19 281:5,6,9,25 283:18 289:13 290:21	document 3:8,16 4:3,16 8:18 15:7 36:11 44:7,23 100:7 109:15 124:2 129:23 130:4 131:21 144:14 185:15,22 197:1,15,16 202:6 209:7 219:5 220:1 220:6,13 223:3 234:12 257:8 262:16 269:20 270:1,15 287:10 documents 16:21 20:1,14 28:24 29:13 34:20 36:25 66:24 130:10,14 174:21 188:8 197:12,17,19,20 285:18,21,23 286:3 291:13 doing 11:6 25:16 74:2 79:19 185:16 200:25 201:14 257:23 264:5 dollar 154:8 156:17 159:19 181:2 246:15 255:18,21 256:8,9 256:18,24 dollars 51:14,15 134:11 136:3 148:6 149:15 150:10 165:23 domestically 11:23 dominant 112:1 donations 152:8 dosable 96:24 dose 33:1,4,6,10 33:13,15 38:9
---	--	--	---

40:11 41:19 59:23 59:24 77:14 86:8 86:13 87:17 101:10 108:4,4,5 117:7 120:8 126:7 126:7,12,17,22 127:10,21,22 128:7,7,8 168:16 168:17,17 195:14 195:16 251:5 dosed 40:7 42:21 47:6 57:11 75:2 76:7 77:18 78:7,9 78:12,25 79:14 99:8 127:25 128:1 128:12 217:7 266:7 doses 33:3,5,12,14 33:14 34:9 78:16 85:10 97:6,9,10,12 97:16,19 98:2 99:15 125:18,20 125:21 126:2,9,10 126:18,20 127:24 128:1 206:23 207:4 dosing 32:5,10,16 32:18,24 33:8,24 34:6,6,14,14,21,25 35:3 37:6 38:16 39:3,6,9,10 40:25 41:4,5,10,24 42:4 42:5,8,10 43:7,19 43:19 46:24 47:8 47:16,17 50:14 55:25 56:9 57:5,9 58:10,21 59:4,10 59:15,15,20 60:4 75:18,23 76:3,20 77:4,7,9,11,13,19 78:6 79:3,10 80:1	80:21 81:1,7,10 82:4,8,23 84:23 85:11,13,15,18,20 85:24 86:3 90:11 90:20,25 91:2,14 93:15 94:7 95:4 95:25 98:2,6,14 99:7,14 100:21 102:13,20 103:1,7 103:11,12,14,15 103:22 104:8 105:2 107:2 111:2 117:1 122:7,7,10 126:24 127:5,11 137:18 140:19 141:3,5 200:18,19 201:18 205:12,15 206:2,19,21 208:7 210:13,13 216:21 221:11 222:4 227:23,25 231:12 231:14,14,16,24 234:5 238:16 239:3 243:11 261:7,16,19 262:4 265:14 266:23 267:9,24 268:12 274:14,17,19 276:9,18 279:4 281:5 289:11 290:22 dot 90:21,21,21 112:25 113:4 double 257:13 260:19 doubling 260:20 260:21 downloads 219:21 dr 6:11 7:13 8:9 8:14,17,25 9:9 26:3 32:15,21,22	32:23,23 33:7 34:2,3 37:19 39:7 40:10 64:14 65:8 82:1 85:7,23 93:11 96:21,21 108:16 109:14,22 123:8,22 124:3,11 132:13 141:21 143:18,22 145:12 145:14 185:11 186:4 198:3 201:8 201:9,9 208:23 222:20 223:10 229:17 250:17 260:24 261:9,23 266:5 269:16 284:9,10 286:17 287:6 288:15 289:7 292:14 draw 95:8,13 drive 12:9 104:22 121:22 122:18 198:13 239:5 240:4 driven 83:25 91:7 103:7 driver 82:15 85:20 103:11,12,21 206:1 290:8 drivers 100:19 231:9 drives 59:7 80:9 105:20 driving 71:11 95:22 107:5 239:22 242:22 drooped 133:10 drop 115:21 dropped 18:17 25:10 46:6 95:11 113:14 114:11	151:19 154:2 193:22 198:23 203:8 248:6 250:12 252:12 254:19 260:20 267:14 273:25 286:20 drove 100:20 240:9 drug 10:21 42:20 43:20 54:4 102:3 135:15 136:25 148:15,20 149:20 150:14 160:16 164:6 187:7 189:17 191:7,8,9 191:15 217:7 218:2,4 231:8 233:2 246:22 255:18 256:10 264:21 271:12 273:11 277:17 drugs 10:5,13 11:1 12:24 45:13,22 46:4,12 53:2 74:3 132:18 135:16 194:16,23 203:11 243:25 244:6,8 252:11,17,20 255:16,17,20 263:18 268:6 dry 267:3,4,5 drying 268:6 dryness 76:17 77:2 due 141:8 duly 7:25 293:8 duration 167:20 167:22 268:16,23 dynamics 139:19
--	--	---	---

dysfunctional 191:13	effective 58:22 100:2 126:3 132:3 146:5 162:3 187:6 233:24,25 243:6 283:19,21 effectively 195:15 effectiveness 18:9 22:11 effects 106:13 240:1 efficacious 95:3 104:2 231:25 233:20 efficacy 102:9,12 102:14,20 103:1,7 103:16,20 104:8 111:4 124:25 125:12,20 126:9 126:19,25 127:1 130:21 166:25 167:5,19,20 168:3 168:4 231:7,18 271:18 284:3,7 effort 19:9 116:22 239:13 280:11 efforts 13:23 37:9 93:14 213:16,19 213:23 214:1 238:9 243:4 244:13,14 eight 32:18,19 33:5,15 34:5,13,23 34:24 35:16 37:6 39:9 40:11,25 41:6,11,14,23 42:4 42:9,21 46:18,24 47:7,16 50:5,7,11 50:19 57:4,4,13,17 57:18 58:21 59:4 59:10,14,24 60:3 71:5,9 75:2,9,17	76:24 77:8 78:2,5 78:8,25 79:2,6,10 79:14,22 83:25 84:22 85:11,12,12 85:19,23,24,25 87:23 88:2,4 91:17,18 92:5,13 92:16 93:8,18,22 94:18 95:4,19,20 95:24,25 96:9,13 96:24 98:5,14 99:9 100:13,22 105:7 108:8 122:7 126:11,21 127:5 127:10,21,23,25 128:1 137:18 140:18 141:3,5 167:10 200:18,18 200:19 201:18 205:12,15 206:2 217:8 231:12,13 243:11 261:7,16 262:3,12 265:13 265:16 266:8 268:12 274:14,17 274:18 276:9,18 279:4 eighth 105:24 eileen 2:23 7:10 either 10:4 11:24 25:4 26:5 35:13 53:24 71:3 96:14 98:15 102:2 121:12 123:23 162:11 182:17 239:15 268:14 el 2:10 electronically 37:23 66:16 89:20 249:14	element 70:16 elements 69:10,25 elicit 289:7 eliminate 161:4 eliminated 193:17 elizabeth 15:16 email 179:22 emails 180:1 emerging 11:12 emphasis 274:19 emphasize 91:20 employee 241:16 employees 240:24 241:8 empty 132:5 encompass 262:3 262:12 encountered 172:25 175:22 184:13 189:13 192:9 212:22 256:10 encounters 260:5 encourage 146:17 194:14,21 206:23 207:7 encourages 204:20 encouraging 70:10 71:4 106:20 endothelial 4:6 131:23 196:23 197:4 ends 179:2 235:19 255:12 enjoying 45:23 enormous 51:19 58:13 ensure 149:16 150:11 164:5,25 entered 66:1 133:12
--------------------------------	---	--	---

entire 79:23 98:12 115:11 128:4 entirely 104:3 148:22 171:19 228:7 259:25 entirety 112:8 entrant 227:19 environment 12:16,17,18,18 139:20 205:14 246:6 247:11 envision 52:11 53:16 equal 177:1,11 equally 187:6 equation 263:12 equivalent 202:18 203:15 242:21 266:24 267:10,25 erased 200:16 especially 100:3 esq 2:3 esquire 2:3,10,15 essential 60:14 essentially 60:20 124:10 200:21 establish 56:25 238:10 establishing 289:22 estimate 249:10 253:16 254:16 estimates 251:19 et 3:17 42:20 69:7 163:1,1 185:23 evaluate 16:15 42:24 43:22 46:22 46:23 106:16 127:13 128:24 135:1,6 142:16 210:24 239:7	evaluated 43:4 74:20 98:10 123:7 135:4 161:24 165:13 166:2 167:13 170:19 171:5 176:10 189:21 190:24 217:5 225:4,22,22 236:4 244:8 252:19 262:7 evaluates 150:25 253:11 evaluating 11:17 71:20,21 167:14 evaluation 168:8 261:24 evans 2:22 7:10 event 276:12 events 106:8,10,11 everybody 15:16 70:2,13 88:20 everybody's 255:23 evidence 34:5 50:13 80:5 93:7 96:5,7,10,19,20 165:13 202:24 205:23 210:22 211:2,10 evolving 12:19 ex 234:13 239:2 exact 13:14,17 29:10 142:15 276:2 exactly 11:6 16:3 23:9 40:25 98:11 101:15 102:23 112:18 134:25 168:22,24 180:2 183:21 187:18 198:10 200:2	275:23 exaggerating 134:13 examination 8:7 287:4 290:19 examined 8:1 example 11:20 19:8 20:10 27:1 35:1,3 38:1 52:21 59:22 65:21 127:18 143:12 156:12 160:3 191:12 242:12 250:13 254:20 examples 52:24 excel 16:22 17:1,6 excessive 58:12 72:1,3 exclude 35:3,6,7 40:12 47:9 56:17 77:21 138:17 280:11 excluded 35:11 exclusion 71:19 240:14 exclusively 189:10 189:17 exclusivity 211:5 211:12 229:23 230:10 excuse 132:4 execute 15:22 executive 24:12 executives 11:13 exercise 70:18 71:21 exhi 121:9 exhibit 3:7 4:2,21 5:2 8:19,22 9:2,3 9:5,10 14:9,14 17:17,21 30:10,10	30:16,20 35:18 37:20,22 43:24 44:3,7,11,15,20 45:5 46:3 54:13 54:17,19 59:22 63:14 66:14,15,18 67:3,14,15,21 74:21,23 75:4 78:15 80:15 86:6 89:18,19,24 90:12 92:2,10 97:2 99:22 101:17 102:6 104:7,20 107:19 108:21 109:16,17 110:2,5 111:19 114:10,12 114:16,17 120:16 121:10 124:3,5,10 129:1,6,24 130:4 131:21 132:9,11 135:11 136:19 139:12 144:12,22 144:23,25 145:1,7 145:11 148:12 149:10 150:2,17 150:19 151:5 152:1 153:4,5 160:21 162:15,21 165:17 166:20 168:11 170:8 172:10,13,14 173:17 175:1 177:19 178:11,24 180:1,8,15 181:20 183:15 185:15,22 188:14 196:20 197:1 199:24 202:5 208:21 209:3,7,13,18,20 210:2 215:17,19 215:20 216:7
---	--	--	---

218:3,5,13 219:4,5 219:7,9,13,18 220:2,6,14 222:8 222:13,14,16,17 223:17 224:17 227:15 232:8 234:13,16 235:6 237:2,25 239:4,10 239:14,21 241:3 249:7,13,17 257:5 257:11 262:16,22 269:21 270:1 272:9,17,19 273:19,21 275:1 276:25 277:3 278:9 279:11 280:21 282:10 283:16 286:18,24 286:25 287:6 289:4,16 exhibits 4:20 9:2,4 99:6 exist 93:2 195:24 213:10 existed 132:16 193:4 196:3 216:1 236:10 existing 9:5 284:20 expand 211:20 expect 181:1 245:24 247:8 251:7 291:13 expectation 200:6 213:17,24 expected 147:19 expend 268:16 274:10 expendi 73:23 expenditure 243:3	expenditures 71:17 73:23 173:8 241:7 243:4 248:23 249:11,20 250:23 253:17 254:14 expense 101:25 242:4 expenses 67:17,25 68:9,24 72:8,20 74:5,6,14 240:24 241:11,12,12,15 241:20,22 242:2,8 242:12,15,21 243:17 244:20 246:10,17,21 249:19 252:13,18 252:19 256:5 expensive 83:7 191:10 experience 57:25 61:18 62:16,17,21 62:24 63:10 69:21 91:9 94:8 144:6,9 167:21 173:1 189:23 190:10 201:20 231:2 255:11 261:13 281:21 experienced 233:6 expert 9:10 14:9 14:15 16:22 31:18 34:1 67:14,15 105:20 106:5 145:15 148:16 151:25 181:19 208:24 211:25 218:20 238:6 240:21 265:22 272:20 286:10 289:25	explain 29:17 71:18 133:22 203:23 204:4 288:21 explained 226:11 explanation 226:8 explanations 58:12 71:22 explore 16:16 43:21 58:11 140:24 exposed 138:5,6 exposing 131:18 exposure 131:17 express 31:24,25 expressing 203:9 extend 55:17,23 76:23 267:7 270:17 274:13 278:22 extended 210:13 239:3 266:8 268:23 extends 76:18 extension 58:6 222:19 223:11,19 224:1 225:25 226:25 extensions 223:14 extent 18:24 25:18 25:21 43:4 50:3 100:11,18 103:23 113:17 116:23 127:15 170:1 189:13 197:14 207:9 237:7,13 250:21 259:14 266:21 285:3,17 285:18 289:6 290:3	external 11:14 67:17,24 68:24 72:8,19 73:23 74:5,14 101:25 241:11,20 243:16 ey 157:4 237:22 eye 32:25 33:9 42:20 57:24 63:21 65:12 99:25 101:20 113:12,19 124:24 125:2,14 191:8 204:5,6,17 204:25,25 232:16 233:1,10 234:5 237:15 244:21 eyes 76:3,16 77:13 77:18 79:9 110:10 110:11,12,14,23 111:21 112:16,24 114:20 120:18,22 121:18,19,20 122:1,2,11 123:6,6 203:24 264:5,11 267:3 268:8 eyesight 234:3 eyl 61:22 eylea 4:11,12 30:13 33:18,23 34:9 36:18 38:1,6 38:6,10,20 39:13 39:14 40:6,17 42:8,19 43:5,6 45:17 47:5,10 48:8,11,13 49:1,12 49:17 50:3 51:3 51:14 52:7,13 54:2 56:15 57:7 57:10,12,12,18 58:5 59:9 60:18 61:23 62:6 67:5,6 68:22 74:23 75:1
---	---	---	---

75:16,22 76:4,7,17 77:18 78:12,16,24 79:19,22 80:1,7 81:9 82:3,5,18 83:6,16,24 85:4,18 86:15,24 87:8,21 88:11 90:1 92:18 93:9 94:23 95:1 95:20,23 96:13 98:16 99:8 100:1 100:19,20 101:18 101:21 102:1,3,10 103:24 104:9,22 106:21 107:8,15 110:10,14,18 113:7,11,18 114:23 115:4,9 116:13 117:15,23 118:10,15 120:19 120:24 121:6,11 121:18 122:4 124:20 125:11 126:1,16 127:3 128:6 129:9,12 131:2,5,11 132:24 133:12,19 134:7 135:7 136:3 137:7 137:23 138:7 139:15,17 140:1,5 140:14,16,25 142:14,20 143:6 143:20 145:17 147:11,24 149:19 150:13 151:4,11 152:3,4 153:17,24 154:9,20 155:5,10 156:4,6,9,21 157:5 157:19 158:8 159:15 160:19 161:2,9,23 162:3 163:11,23 164:1	164:16,19 165:1 165:23 166:8,14 166:24 167:5,14 167:14,16,25 168:2,7,17 170:11 170:12,23 171:1,8 171:11,24 173:6 173:16,21,22 175:1,7 176:3,14 177:3,6,18 178:23 179:18 180:4,16 180:23 181:8 182:7 183:22,25 186:9,10,13,25 189:9 191:6,9,11 191:18 192:2 195:4,12,14,17,22 196:10 198:2 200:3,3,10,11,20 201:12 202:25 203:8,11,24 204:5 204:13,21,24 205:6,19,22 206:15,24 207:4,8 207:14,20,24,25 208:1,10 212:6,13 215:12,15 216:1 218:2,25 219:4,6,8 219:10,14 220:22 221:10,15 224:13 225:3,9 226:18,20 226:23,24 227:2,7 230:10,11,22 232:14 233:9,17 233:17 234:14,21 235:1,14 236:3,23 237:2,5,8,14,22 238:9,15,17 239:5 239:6,9,16,23 240:5,9,25 241:8 243:15 244:14	245:20 248:18 251:17,20,23 253:4,19,20 256:23 257:12,17 257:19,22 258:3,4 259:20,21 261:7 262:2 263:11,13 272:6,9 273:2 276:9,10 278:15 280:2,13,19 281:2 281:5,10 282:5 283:24,25 288:23 289:3,13 290:23 eylea's 53:25 66:3 82:14 91:2,14 137:7 141:22 149:12 150:7 164:24 169:3,17 188:1 205:24 231:9 232:11 244:23 272:23 eylea4u 188:3,10 188:14 190:23	170:21 171:8 181:7 189:7 193:3 201:4 207:3,22 225:19 270:9 factor 4:6 54:1 57:16 80:8,9,11,12 85:21,23 87:5 110:25 111:1 131:24 133:4,5 196:23 197:4 202:6 273:9 276:6 278:22 factors 132:21,25 133:2,7 270:16 271:11 273:10 276:22 281:13 289:21 facts 18:15,17,24 18:25 factual 225:15,18 285:17,19 failed 93:16 127:10 failure 227:22 failures 266:9 fair 15:5 26:8 33:19,20 35:16,17 67:18 78:25 129:19 131:12 144:7 171:1 187:12 223:16 230:12 290:15 fairly 276:11 fall 94:6 207:23 237:24 fallen 139:24 familiar 44:25 45:2 67:5,6 68:20 68:22 69:4 70:22 70:23 75:15,15 84:8 101:20 102:3
		f	
		f 293:2 f3rd 4:9 208:21 209:4 face 165:22 218:13 faced 11:18 facilitated 188:17 facing 11:15 170:13,24 171:9 fact 16:24 28:2 34:13 38:23 39:9 49:12 70:17 71:8 73:17 77:24 85:16 85:19 89:1 93:21 103:14,16 112:10 133:11,17 149:2 154:17 156:4 162:8 164:14	

177:25 189:25 210:5 229:17 far 47:16 96:11 172:17 192:25 216:16 230:6 232:1 247:18 faricimab 257:18 faster 64:16 157:16 favor 171:11 favorable 174:12 199:6 206:15,18 207:8 fda 50:15 57:7,10 59:5 80:6,19 82:17 85:17 88:25 92:24 95:5,23 96:4 167:13 227:3 230:4 232:4 233:21,23 266:3 272:3 273:9,11 fda's 168:6 fds 185:19 feature 57:1 59:6 71:19,24 167:25 features 240:9 284:4,7 february 4:5 27:10 31:8 66:19 68:4 132:2 196:22 197:3 218:22 220:10 287:9 fed 4:10 208:22 209:4 federal 13:20 145:2 158:1 170:22 172:20 173:15 174:18,25 177:17 178:22 180:15 182:11 183:14,18 187:8	187:13 192:4,10 210:21 211:2,9 feel 64:15 289:18 feeling 263:18 fees 200:4 felt 18:16 261:1,6 261:9,22 fenimore 179:4,23 fetched 232:1 fewer 100:13,22 206:23 207:4,21 207:21 fewest 264:22 fi 29:19 field 18:8 22:10 74:19 147:1 fifth 100:18 figure 121:25 155:2 figured 31:19 figures 35:7,12 60:5 127:24 128:10 155:15 figuring 147:21 file 19:3 36:20 37:18 filed 3:15,19 6:14 13:10 31:10 134:10 144:16 145:2,6,9 185:21 185:25 files 20:10,17 29:19,20,25 30:5 filing 125:3 final 291:11 finance 18:9 24:12 financial 161:5 174:10 179:5 188:1 financials 256:3	financing 12:2 find 73:17 94:15 94:16 96:18 116:2 116:17 147:19 148:3 208:19 215:16 256:3 283:21 286:18 287:8,14 finding 92:10 findings 16:17 fine 64:13,19 109:2 124:16 144:24 227:12 fined 134:10 finely 41:15 finish 94:12 107:23 finished 159:7 finishing 94:14 firm 7:3 14:24 15:2 17:13 177:13 188:5 firm's 17:9 first 3:11 4:14 7:25 32:23 55:2 104:23 122:20 124:22 130:1,6 149:25 165:23 168:8 201:12 202:12,23 206:8 207:2 216:11 223:22 262:18,23 263:4,6 280:25 281:7,10,13,17,22 282:1,23 283:5,11 firsthand 23:20 fit 16:18 fits 231:4 five 2:11 35:4 78:13 88:19 97:9 97:12 179:1 221:5	221:23 265:6 fixed 46:18 76:8 77:13 78:6 247:3 flavor 242:11 flip 132:10 288:5 fluid 264:6 283:21 focus 38:24 63:22 65:13,14 77:8 212:16 240:18 focused 143:5 200:13 211:15 250:12 251:1 focusing 82:25 116:10 121:9 folder 132:5 follow 90:25 135:22 204:2 290:17 followed 33:2,11 49:25 55:5 76:8 108:4,5 164:21 following 33:6,15 38:8 40:9 86:8,12 87:16 203:16 220:24 224:22 follows 8:2 142:4 175:5 footnote 32:22 254:20 force 18:8 22:10 257:25 forces 214:15 forgotten 279:6 form 16:2 17:1,7 20:15 27:3 28:5 28:13,21 31:1,20 33:21 34:11 39:17 42:11,23 49:3,15 50:8,21 51:5 59:12 61:25 68:25 71:12 82:11 84:20
---	--	---	--

95:7 96:2 98:8 99:1 100:6 103:9 105:18 106:2 107:11 112:2,13 113:23 128:19 141:14 143:4 146:21 154:21 156:22 157:8 158:2,11,20 160:4 161:19 162:6,12 164:9 165:8 167:8 170:16 171:2,13 172:2 173:9 176:17 177:8 181:13 183:5 187:16 189:18 192:12 193:6 195:25 196:11 199:1,8,13 216:22 221:16 225:11 238:2,11,18 242:24 243:20 247:22 250:14 256:1 258:6 259:23 262:6 265:15 268:1,14 268:18 273:13 280:14 284:5 288:17 289:5,24 291:6 former 24:3 183:7 forms 17:3 59:5 221:11 243:1 formula 73:16 formularies 198:2 207:13 formulary 197:15 197:22 198:7,12 198:15,17,24 199:6,17 202:5 204:20 205:4,18	206:24 207:20 208:10 forth 234:6 289:3 forward 19:9 68:24 117:25 206:24 found 58:22 62:7 foundation 149:15 150:10 152:9 158:18,23 159:20 160:2 161:7 164:7 170:10,23 171:8 172:1 174:4 181:9 foundation's 164:18 foundations 174:9 four 33:3,12 38:11 39:10 57:11,12,15 59:25 86:15,20,24 87:21 261:19 265:5,5 fourth 99:23 111:24 112:12,22 113:1 115:13,15 115:16 117:13,25 118:8,11 179:10 180:21 frame 255:5 framework 208:25 209:10,25 261:17 francis 2:25 6:20 fraud 146:7 free 64:15 146:12 146:20 289:18 freely 213:15,22 frequencies 59:20 frequency 34:6,22 34:25 41:3 42:6 57:23 58:1 59:15 59:16 126:24	167:22 271:5 frequent 46:4,13 86:3 98:14 99:6 122:7,10 127:5,11 164:16 206:19,20 208:7 231:16 261:13 frequently 16:13 88:7,24,25 89:5 96:24 99:9 107:8 front 35:19 207:14 207:15 219:15 full 8:10 131:4 158:7,15 287:9 functions 195:23 fund 149:16 150:11,23 152:15 152:20 161:18 162:5,9 172:5,22 173:7 179:11 180:25 fundament 147:2 fundamentally 117:12 funding 150:22 174:4,9 189:8,15 195:12 funds 160:1 199:17 funneled 187:3 funneling 149:14 150:9 further 94:4 125:17 286:2,3 290:2,16,19 291:16 g g 262:21 gagnon 248:19 249:8,17 250:21 251:16 252:24	253:6,11 254:6 255:15 gain 100:14 134:3 134:4 233:5 234:2 gained 48:11,13 48:14 49:1,12 50:3 125:20 126:9 126:19 134:7 186:24 198:23 gaining 100:20 gains 104:23 garbled 199:2 gathered 35:20,23 254:11 gauge 24:8 gene 268:15 genentech 61:10 122:25 141:23 244:14,17,19 general 12:25 94:20 115:18 122:3 146:7 190:10 230:5 242:18 245:6 247:23 259:15 275:19,20 generalized 142:17 generally 52:9 66:4 138:4 142:13 145:20 168:22 189:24 193:22 194:2,6 206:7,8 214:4 229:20 232:11,25 generate 16:6 generated 155:17 generous 143:19 getting 22:4 35:20 40:7 130:15 151:7 163:22 164:1,6,15
---	---	--	---

175:14 291:9 give 13:7 30:19 75:7 81:6 107:20 129:22 146:4 155:20 190:13 222:10 236:16 244:9 286:17 given 23:25 51:19 52:5 57:24 61:24 78:17 80:4,9 97:6 97:16,20 143:2 147:23 230:10 253:19 285:3,5 292:14 293:15 glasses 63:3 global 254:22 glossed 177:10 go 6:9 12:4 14:8,8 20:9 32:20 39:25 64:16 85:11 89:4 98:13 99:4,21,21 108:14,19 109:3 119:4 121:1 123:2 123:10,11 127:11 132:10 139:1,11 147:17,25 151:2 160:7,20 179:15 184:24 195:7 196:15 199:22 202:4 208:17 209:8 248:2,2 252:5 253:13 256:21 257:4 260:15 261:2 266:1,4 268:7 276:23 279:9 280:9 281:13 287:12,16 291:20 292:2 goes 32:15 184:15 259:25	going 6:2 30:19 35:18 42:12 43:13 44:6 64:11,24 66:13 68:24 77:6 91:7 93:2 94:16 108:22 109:14 117:24 119:24 123:14 131:14 137:22 139:22 140:21 144:21 154:25 155:21,21 160:2 164:5 177:5 185:3,14 186:20 203:20 208:18 219:24 221:3 222:7 229:5,9 230:7 233:12 234:7,12 246:22 246:23,25 258:12 259:4,10,21 261:5 261:14 262:15 269:4,11 288:15 goldberg 162:16 162:17 good 6:1 7:2,7 41:5 45:22 100:1 103:17 172:22,25 173:8 250:18 293:5 government 13:21 145:2,17 148:13 155:19,25 158:1 159:12 161:1 163:12 170:22 174:7,19 182:11 183:18 191:11 government's 149:11 160:21 170:7 172:20 183:14	gpr 200:3 grabbed 282:16 gradually 55:19 graduate 69:13 grant 171:4,20 228:24 granular 89:13,15 graphic 75:22 great 51:20 58:14 243:3 greater 61:6 79:6 159:13 169:22 201:24 green 125:5 grew 60:10 201:23 gross 73:11 151:12 154:24 155:3 180:12,13 182:25 183:1,2 200:14 207:22 group 143:23 188:4,4,25 189:3 195:10 grow 51:17 60:7,8 157:16 200:11 growing 49:21 51:4 201:25 grown 49:21 113:18 grows 276:11 growth 4:6 48:4 83:25 89:9 103:6 103:24 115:9 131:23 196:23 197:4 guess 12:5 13:1 47:19 51:19 62:23 63:6,7 83:16 121:3 179:2 259:24	guide 32:6,11 h h 3:6 52:3 half 69:17,18 100:13,22,25 101:1,2,3,5,9 105:4,16,21 112:18 253:15 halfway 106:22 hand 66:13 85:7 109:15 115:2 219:19 234:12 256:22 273:25 275:2,4 280:23 293:19 handed 235:1 handing 245:18 hands 287:2 hanging 13:1 168:4 happen 70:5 happened 118:24 134:25 135:5 happens 57:23 happy 64:15 hard 51:23 118:24 132:9 232:2,23 head 148:9 256:15 279:7 header 202:10 208:25 226:7 heading 45:11 104:7 153:16 209:10 219:20 254:13 270:16 heads 107:20 health 44:9 146:6 188:16 189:4 healthcare 3:16 12:3 146:10,17,25 176:20 185:15,23
---	--	--	--

187:3 194:5 202:15 healthy 60:7,9,11 hear 18:22 25:11 68:2 95:12 133:15 149:24 156:24 214:2 222:22 248:8 267:15 279:19 282:6 heard 172:11 190:1 216:24 250:16 hearing 184:22 267:19,19 hearsay 285:24 heavily 70:6 held 6:18 help 70:9 131:10 151:3 245:15,16 287:8 helpful 71:14 83:19 helping 69:23 high 79:11 117:20 118:14 124:25 125:12 134:15 141:1 164:24 244:10 251:21 higher 42:5 53:1 79:11 110:13,15 137:8,12,22 138:1 138:5,6 161:3,5,8 161:14 169:23 174:2,9 203:24 204:4,24 253:4 277:21 highest 191:15 252:20 283:8 289:12 highlighted 124:22	highly 285:13 hindered 169:17 hindrance 137:6 hinges 83:23 hired 10:19 history 93:12 132:2 136:14 hit 269:6 hitting 35:16 hmm 183:17 186:22 209:12 240:22 hold 159:6,6,7 168:6 hook 191:14 hope 268:13 hopefully 231:5 hoping 148:2 horizon 3:16 185:15,16,23 186:6,21,23 188:17 189:4 191:25 192:23 193:4,12 194:12 195:7 196:5 hospital 143:23 hotel 242:16 hour 14:20 64:11 229:6 269:6 hourly 14:19 https 219:21 hubbard 2:4 huge 13:9 48:18 huh 153:7 165:19 278:20 human 146:6 humans 227:4 hundred 72:19 82:5 165:23 246:2 246:15	hundreds 134:10 hybrid 63:19 hyperlink 4:12 219:6,9,25 hypothesis 232:2 hypothetical 160:7 171:18 hypotheticals 184:10	illustrates 139:19 illustrating 191:6 illustration 70:16 imagine 52:14,19 52:20 102:25 114:4 166:4 176:22 202:2 247:17 imagining 52:20 immediately 126:11,21 impact 66:9 134:21 135:6 174:10 198:20 276:22 impacted 124:19 implemented 188:3 implications 29:13 139:2 225:23 implied 16:17 importance 105:13 important 18:5,16 22:3,5 38:5 39:19 42:3 54:1,10,11 63:22,23 71:14,25 82:15 83:4 85:20 90:11,20 96:4 103:11,15,20 105:25 120:8 122:14 135:2 137:10,17 177:7,9 200:16 201:19 205:16 221:13 231:13,17 239:22 240:7 245:14 274:17 276:16 279:25 281:14 289:22
	i	idea 161:21 162:7 183:23 203:19 210:16 214:13,15 227:10 identification 95:3 157:20 identified 23:4 24:11 25:25 63:17 63:18 80:17 109:16 167:24 179:17 208:9 209:25 231:5 262:2 270:22,25 271:4 278:24,25 280:19 identifies 85:24 233:16 identify 18:2,3 24:9 40:19 59:2 65:22 74:17 80:12 81:7 84:2 85:22 141:5 150:21 256:8,23 292:4 identifying 82:8 82:23 91:15 281:25 290:5 ignores 234:1 illegal 163:3,11 188:19 189:5 illinois 2:5	

impose 161:6 194:10 impossible 243:5 impression 201:8 201:16 275:19,20 impressions 201:4 improperly 193:16 improve 13:24 234:7 268:17 improvement 45:24 233:10 improvements 228:5,7,12,24 ims 248:24 249:4 249:21,23 254:15 inactive 274:9 inappropriate 285:14 286:10 inappropriateness 286:9 incentive 146:4 187:6 193:17 194:14 incentives 199:5 incentivize 194:8 incidence 106:8,9 include 52:18 56:17 122:24 127:24 128:3 138:14 194:2 229:23 236:22 251:6 included 9:25 12:16,17 16:6 34:8 56:14 158:9 192:18 221:20 241:20 250:10,23 251:7 254:9 includes 41:10 92:11 157:13	167:21 173:6,7 227:8 including 10:1 47:5,5 129:13 163:24 192:1 228:6 incomplete 30:5 inconceivable 47:19 inconsistent 89:1 incorporated 146:3 increase 174:1,13 174:14 182:18 183:1,2 247:7 increased 55:19 73:12 174:8 increasing 154:18 174:3,11 187:2 incredible 221:10 incredibly 104:9 incur 244:19 246:22 independent 102:13,16 117:1 166:5 independently 33:17,25 120:1,3 132:17,20 index 264:7 indi 44:9 indicate 34:5 indicated 38:7 39:22 40:10 63:15 85:7 88:1,25 90:19 241:10 243:14 284:13 291:23 293:7 indicates 39:10 67:4	indication 38:25 40:1,20 41:2 44:10 46:18 51:9 57:22 156:7 208:4 indications 4:8 39:3,4 131:24 196:24 197:5 202:7,10 203:3,17 207:24 208:1 227:3 232:11 272:6,10 indicative 115:2 indicia 210:17 indirect 163:2 individual 19:12 22:9 41:3 individually 239:15 individuals 18:25 20:22 23:17,22 24:15 25:4,24 26:10,25 29:12 163:14 285:15,18 industrial 69:14 industry 11:18 60:13 61:16 62:6 62:11,12,13,16,18 62:19 144:6 173:2 175:24 184:15 188:5 190:11 250:13,15 253:12 253:23 255:7,11 ineffective 203:14 203:22 204:22 207:17 inferior 57:10,14 125:1,13 167:17 168:7 inferiority 167:15 influence 12:10 122:14 132:17,23	187:14 206:17 influenced 281:18 influences 132:16 influencing 205:5 influential 71:3 infor 26:24 27:13 36:8 inform 145:15 information 9:14 16:6 19:4,6,16,24 20:2 22:4 26:5,6,8 26:10,12,17,19,20 26:24 27:13,15,21 27:22 28:2 36:4,8 37:1,9 38:6 52:1,4 52:9 60:22 69:20 75:19 76:13,24 99:2 163:22 172:4 175:14 219:21 225:5 242:22 243:2 244:16 245:16 254:9 266:12,13,17 285:17 286:4 informing 60:14 ingredient 226:12 226:20,23 227:8 233:9,16 238:15 ingredients 237:8 inhibitor 203:2,15 227:4 inhibitors 4:7 131:24 196:23 197:4 202:6 208:12 initial 33:1,10 55:5 55:17 86:8,12 87:16 99:23 108:3 125:19,21 126:8 126:10,18,19 128:7 264:12
---	--	--	--

271:12 273:11 inject 234:4 injectables 251:6 injected 40:13 injection 38:11 41:21 46:5,13 57:24 94:3 131:4 159:12 173:23 174:2,12 220:22 220:23 235:2,14 264:7 265:8 injections 39:22 40:2 41:9,10,17 55:5,18 56:5,6 97:3 98:20 263:25 264:17,22 265:2,5 innovation 229:18 input 11:13 26:24 inquire 196:5,6 inquired 163:21 inquiries 212:24 inside 132:5 insight 155:20 insights 18:8 20:20 inspector 146:6 instance 74:18 79:9 192:19 instances 26:4 207:16 instruction 38:15 instructions 33:18 insurance 4:3 83:13 131:9,13,16 131:22 133:1 141:19 188:17 189:4 194:2,4 196:19,21 197:2 197:19 198:1 205:22 206:9,11 206:21 207:6,7,9	263:12 281:19 insurers 194:5 int 32:19 intellectual 11:19 11:20 intend 31:25 intended 71:15 164:23 intensity 14:24 interacted 179:5 interactions 188:24 interest 242:7 interested 293:17 interesting 73:17 267:6 interests 207:10 interface 11:15 interference 6:6 internationally 11:22 interrupting 81:13 intertwined 103:25 interval 32:19 41:18 46:25 47:16 47:17 57:4,5,9,11 57:12,13,15,18 58:10,21 59:4,10 76:8,25 77:14 78:2,4 83:9,10,15 83:18,20 84:1,7 85:13 86:3 87:7 91:18 93:15,19,20 93:22,23 94:7,18 96:9,13,15 98:6 99:7 111:2 117:1 137:18 141:3,6 206:2 266:8 270:18 278:23 279:4 280:2,20	281:6 intervals 39:3 100:22 105:2 128:2 239:3 265:14 interview 20:22 21:7 22:16,20 23:7,7,11 25:13 28:11,12 interviewed 20:20 24:15 26:25 285:16 interviews 17:22 17:24 25:24 28:4 28:10 intolerance 203:13 203:22 204:22 207:17 intravitreal 38:11 220:22 235:2,14 introduce 144:23 introduced 7:16 8:23 17:18 21:25 30:17 37:23 43:25 54:20 66:16 89:20 109:18 117:4 122:21 124:6 130:7 145:9 186:1 197:5 209:5 210:19 215:21 218:6 219:8,10 222:15 234:17 249:14 262:24 270:4 277:4 invalidity 214:9 invent 212:25 invention 228:17 investigate 132:15 236:15 238:14 252:22	investigated 136:13 involve 10:5 182:12 involved 10:25 13:15,23 128:6 213:5 225:23 227:3 involves 69:10 involving 123:5 163:17 173:16 175:1 177:14,18 178:23 ipr 7:14 284:22 ipr2021-00880 6:16 ipr2021-00881 1:11 6:17 ish 112:11,19 113:5 153:19 island 195:10 isolated 116:8 isolation 252:20 issu 218:16 issuance 218:16 issue 11:5 31:6 33:20 57:1 210:14 213:1,3 220:10 261:25 284:9 issued 27:12 145:15 218:9,21 235:12 issues 11:10 83:3 106:15,25 196:19 211:21 212:1 item 153:4 199:17 items 146:11,18 151:1 199:11 242:5
---	---	---	--

j	kind 19:13 47:14 84:16 155:20 197:23 232:21 kinds 190:10 192:18 knew 67:10 70:13 161:4 163:4 164:15 236:9,9 know 9:17 13:6 15:5,7 16:2,21 17:12 18:8,12,23 19:2,8,19 21:10,18 21:19,20,21,23 22:19,21,22 23:9 25:2,7,14,16 27:2 27:3,4 29:7,11,13 29:16,16 30:14,21 31:7 36:3,20 37:13,15,16 38:20 42:18 43:15,20 45:7 47:1,6,15 48:6 50:10 52:23 52:23 54:16 56:16 58:12,25 60:25 61:1,4,8,14 62:23 63:6,7 64:16 65:24 66:3,6 69:12,17,18,24 70:4,7,20,21,23 73:19 75:12 76:18 76:22 82:22,24 83:20 89:22 90:13 92:7 93:2,16,21 95:17 96:7,10 98:9,11 101:2,3,14 101:15 102:14,15 102:16,23 105:20 106:3 111:7 112:18 113:3 114:1 116:1,13 117:6 118:20	119:21 120:3,5 122:17,23 127:2,3 127:6 129:4 130:18,23 131:25 133:2,6 134:23,25 135:5,12 136:20 137:5 139:7 141:16,17 142:6 143:8,21 144:1,3,5 144:8,9,13 145:11 145:25 149:6,25 152:8,8,10,13,17 153:8,13 156:23 158:4,7,15,22 159:3,10,17 160:5 160:9,15,19,20,24 162:2,11 163:6,18 165:17 166:1 169:7 171:3 172:17 173:3,5,10 175:20,21 177:16 182:14 184:1,3,4,5 184:11 187:19,22 189:15 190:3,9,20 190:25 191:18,22 192:15,17 193:7 193:10 194:5 196:2 197:7,17,19 198:6,22 199:4,9 199:10 200:1,1,5,7 200:14,15,21 205:20 207:15 209:2 215:8 216:17,18 218:11 218:18,24 224:19 230:6,14,15 232:3 233:15 234:19 235:7 236:25 237:4,21 239:20 240:3 241:4,22,23 242:3,17,18	243:25 244:3,8,23 246:13 247:10,17 248:10 250:16 251:4,7 252:1 253:10,22 254:3 255:4,10,12 257:9 259:13,13 260:1,2 260:13 262:1,10 263:1 265:19,22 265:23,24 266:2 266:12,14 269:24 270:19 274:12,21 274:21,24 275:15 275:18,23 276:4 277:2 279:3,5,7 281:24 283:3,5,9 288:23 knowing 286:1 knowledge 23:20 166:5 175:25 179:7 known 43:6 256:16 knows 94:1 krurkowski 177:23
k	k 1:20 kaye 1:17 2:9,15 6:19 keep 59:18 68:23 69:8 154:18 230:8 keeping 69:11 290:12 kept 108:25 key 16:1,14 49:10 57:16 59:6 85:20 92:10 102:9 kickback 162:23 163:1 186:7 187:8 187:14 190:18 kickbacks 163:2 163:11 187:4 188:19 kin 293:16	l l 7:24 8:12 l36962 3:8 129:24 130:5 label 12:23,24 13:3,12 33:18 38:19 39:10,15 40:7,9,17 50:15 51:9 53:2 58:23 80:6 82:17 85:17 88:25 92:23,24 93:3 94:21 95:5 95:25 96:5 107:13 108:10 111:8,13 111:13 134:13,20	

144:21 168:15 218:2,4 233:15 234:15,22 235:1 239:5 258:11,14 labeling 4:11,12 216:1,7 219:1,4,6 219:8,10,14 220:1 221:15 227:2 235:10 236:23 262:3 labels 215:15 227:7 labor 240:24 241:7 lack 24:5 202:24 lacked 195:12 lacks 111:5 laid 214:11 land 200:2,2 landscape 213:15 213:22 language 45:4 87:18 150:17 large 13:11,16 15:24 36:20,25 37:1,18 45:21 49:19,19 60:13,18 60:23 61:16 62:7 62:17 87:8 89:4 102:2 144:8 189:5 223:3 228:25 276:13 largely 174:12 larger 61:21 87:9 121:12 139:14 142:25 143:9 260:5 266:13 largest 86:19 110:9 112:4 lash 188:4,4,25 189:3	lasts 247:19 late 115:25 246:18 latest 260:13 launch 48:14 90:1 launched 101:18 116:13 119:16 182:8 launching 67:18 law 1:16 7:3 136:16 214:13 laws 187:9 lawsuits 177:15 lay 102:15 laying 108:2 layman 102:15 lcd 3:10 129:25 130:6 lead 15:14 leader 120:20 leading 121:6 leads 233:17 learn 70:24 learned 69:12 leave 242:14 leaves 68:8 191:14 leaving 242:12 led 11:10 103:23 192:9 237:22 260:9 lee 2:24 81:16,19 81:20 left 76:5 90:22 114:25 257:16 273:25 275:2,4 legal 2:25 6:20,22 29:13 31:6,17,25 33:20 42:14 47:3 56:11 108:11 125:15 128:23 211:14,21 212:8,9 212:20 213:12	214:21 221:19 225:12,23 236:13 261:25 legislative 11:25 136:14 legitimate 20:4 30:6 letter 235:19 letters 224:2 level 72:3 124:25 125:12 251:21 253:12 levels 71:16 lexchin 248:19 249:8,17 250:21 251:16 license 228:1,24 licensee 228:18 lied 163:25 life 100:13,22,25 101:1,2,3,5 105:4 105:16,21 215:5 266:22 267:8,24 lifecycle 246:5 light 228:22 likewise 55:22 56:4 77:1 127:8 127:15 206:14 221:22 227:1 260:8 limit 138:18 139:15,24,25 140:1 157:18 159:11 169:3,12 169:12 230:14,17 247:13,16,18 limited 35:15 50:12 83:3 123:5 153:24 182:14 206:3 236:20 245:21 251:5	limits 136:24 140:1 230:10,13 line 4:14 84:4 113:4 116:1 151:1 151:11 153:4 163:20 166:23 168:13 170:9 179:10,10,22 180:21 191:4 199:11,16 202:23 206:8 207:14,25 242:5 262:18,23 263:6 280:25 281:7,13,17 282:23 283:5,8,11 lines 79:21 165:21 179:8 link 191:4 linked 264:25 list 83:11 104:23 112:4,5 139:13 141:1 216:8 218:25 220:16,25 221:14 235:14,18 listed 22:9 55:2 105:24 156:2 179:18 203:3 216:11 220:7 221:6,23 235:13 235:21 237:1,5,25 239:4,14,21 273:4 lists 45:16 196:8 203:11 235:6 litigation 29:20 164:12 215:9 little 9:13 47:20 78:19 98:24 110:16 111:12 120:6 141:17 151:8 232:2 242:10
---	---	---	--

livenote 1:21	110:24 111:19	50:10 62:14,15,19	198:6 244:5
livr 195:10	113:6 114:9,10	63:25 64:1 74:12	lower 53:24 57:25
llc 188:4,25	116:17 118:2,21	96:10 115:15	85:15 100:2
llp 1:17 2:2,9,15	120:16 124:17,21	157:14 204:12	110:17 157:17
7:4	125:17 126:5	210:8 216:14	166:8,16 169:13
loading 85:10 86:8	128:25 131:20	236:4 255:17,19	169:22 171:15,17
86:13 87:17	132:20 135:9	257:1,5 267:2	171:20 187:7
lobbyist 12:19	136:17 137:3	looking 27:14 41:8	193:18 203:1
local 3:9 129:17,25	138:9 144:11	74:4 79:8,23	208:2 253:21
130:5,16,18,19	145:23 147:8,16	85:12 86:6 98:22	275:2,4 281:16
locate 223:4	148:11 153:3,17	120:10 125:5	lowest 281:17,22
location 25:15	156:12 160:23	142:5 143:11	lu 111:18
logic 179:24	162:14,20 163:19	148:1 149:9 150:2	lucentis 45:17
logical 166:10	165:16 166:19,22	151:3 199:23	48:12 49:2,14
long 64:20 101:6,8	168:10 170:5	204:11 243:3	52:7 53:25 57:8
105:4,16 195:10	172:9,19 173:15	248:12 255:13	57:11,15 58:5,24
232:23 247:19	174:17,24,25	279:20 286:20,23	61:2,12,24 63:2
261:1,6,9,22 266:9	177:17 178:9,22	289:15 292:3	76:4 80:2,8,24
268:7	179:8,17,21 180:7	looks 23:10 38:3	81:3,8 82:3,8,10
longer 32:19 39:15	180:14 181:18	45:2 67:16 77:17	82:18,22 83:6
41:6 64:17 83:18	183:14 186:19	78:24 79:12 88:9	84:3,10,16 85:4
86:1 93:15 94:6	187:21 188:22	110:1 112:17,22	92:4,12 93:13,15
98:6,24 108:16	190:6 191:2,3,24	113:19 115:4,12	94:22,22 96:12,14
111:2 266:8	192:21 194:11	115:16 117:14,23	97:4 98:15 99:10
longest 280:1,20	195:6 197:13	118:10 197:23	107:10 111:18
281:5	198:10,10 202:22	253:1 287:3,11,11	113:12,20 114:6
look 8:18 9:14	208:24 215:14,17	lose 230:7	115:17 121:12
17:20 30:8 31:3	215:19 216:6	losing 228:16	131:7 132:24
37:20 38:4 39:25	218:1,3 222:8	loss 151:4 153:14	134:16 139:14,24
43:17 44:2,25	223:17 224:16,21	173:6 179:16	140:6,9,10,11,14
54:13 59:21 62:5	226:6 232:6 236:7	183:25 184:8	140:18,20 141:23
62:6 63:24 66:24	240:19,20 249:7	233:6	142:9,13 143:20
67:2,13 71:22	252:25 254:16,18	losses 115:17	154:25 155:6,10
72:7 74:13,22	254:20 256:3,21	232:16	155:12,13,15
75:21 77:1,12	260:2 263:3 264:3	lot 51:24,25 60:21	156:6,8,13,18
80:14,15,16,24	264:9 270:13	70:11 122:15	157:4,10,15,19,23
86:5 89:18 90:12	271:7 272:6	187:17 194:8	159:14 160:17
92:1 97:1 98:1,18	277:24 278:7	243:18,23 246:4	161:15,16 166:24
99:20,22 100:17	279:11 283:14	291:12	167:6 168:2,7,16
101:16 102:6	looked 15:23,23	low 83:11 106:8,9	170:11,12 175:7
104:6,20 107:18	17:11 20:4 23:21	106:11 118:14	176:3,14 202:25

206:4 208:13 244:15 257:13,17 257:20,24 258:5 259:21 263:11,14 266:4,6 lucentis's 62:2 113:14 139:15 169:5 201:6,25 205:25 207:23 lunch 108:18 123:12,16,23 196:18 luxury 242:16	198:1 216:4 261:18 majority 78:24 86:14,19 making 37:11 56:12 61:22 91:6 103:21 127:16 163:10 164:8 206:21 228:21 242:13 247:2 250:22 man 15:11 managed 175:10 management 163:4,23 manager 15:12 16:11 managing 143:24 mangoux 184:17 184:21 manifestation 122:8 manila 132:5 manner 21:1 22:2 73:17 168:14 manning 1:16 3:2 3:8,13,16 4:3,9,11 4:12,13,16,19 6:11 7:13,24 8:9,12,14 8:17,24,25 9:2,9 26:3 37:19 64:14 65:8 82:1 108:16 109:14 123:22 129:23 130:4 131:21 132:9,13 144:12,22,25 145:1,7,12,14 148:12 149:10 150:2 160:21 162:15,21 165:17 166:20 168:11	170:8 172:9 173:17 175:1 177:19 178:11,23 180:15 183:15 185:11,14,22 186:4 188:14 196:20 197:1 202:5 208:21,23 209:3 210:2 219:3 219:5,7,9,13 220:2 220:6,14 222:20 223:10 229:17 250:17 260:24 262:16,22 269:16 269:20 270:1 273:21 275:1 276:25 277:3 278:9 286:17 287:7 288:16 289:7 292:14 manufactured 122:25 manufacturer 149:13 150:7 mapped 276:19 mar 65:18 march 218:4,8 margin 41:5 207:22 mark 50:6,7,12 79:23 89:9 115:22 129:23 131:21 132:9 144:12,24 185:14 196:20 208:21 219:3 262:15 269:20 276:25 marked 4:20 8:19 8:22 9:3 17:17 30:16 37:22 43:24 44:7 54:19 66:15	89:19 109:17 124:3,5 215:20 218:5 220:6 222:14 234:13,16 249:13 market 18:9 19:12 27:10 36:18 48:5 60:17,19 61:5 62:22 63:1,10,20 65:10,11,18 68:21 73:7 79:20,24 86:4 92:11 103:6 110:9,23 112:1,11 113:11,18,20,21 114:23 115:5 116:25 117:24 118:9 119:2 120:11,13,20,25 121:5 122:1,2 132:18,21,24 133:11,12,18,19 133:20 134:3,6,21 137:12 140:3,4 166:3 171:1 201:13 204:5,6,13 204:24 205:14 214:14,15 216:21 217:7 222:4 227:19,24,25 228:10 230:11 231:9 232:5 243:15 244:25 245:2 256:24 marketing 11:24 35:20 36:16 37:5 37:8 38:1,17 51:2 51:15 58:13 60:10 60:12,13,17 61:1,6 61:15 62:2 66:2,3 66:8 67:25 68:9 68:24 69:8,9,12,14
m			
m 2:3,15 m.d. 262:19 machine 293:11 macular 38:8 54:15 135:20 268:9 magical 59:10 main 80:14,16 81:4 82:9 83:4,21 84:12,12 85:22 287:23 288:11,21 289:2 maintain 100:14 134:15 141:1 161:14 245:14 271:4 maintained 125:20 maintaining 100:21 maintains 104:24 105:6,10 108:7,9 126:9,19 maintenance 32:20 42:10 major 117:6,9 131:6 195:10			

69:17,20 70:1,17 71:3,8,11,14,17 72:1,1,4,20,23,25 73:2,6,11,15 74:6 74:15,16,19 101:25 104:14,15 119:12 132:22 188:9 229:23 240:23 241:7,11 241:22,25 242:4 242:12,21 243:1 244:1,5,7,13,20,24 245:5,12,19 246:1 246:8,10,16,17,21 247:4,8,14 248:18 248:18,23 249:19 249:20 250:22 251:10,22,23 252:12,18,19,23 252:23 253:3,5,16 254:10,14 255:8 256:11,17,20,25 257:3 marketplace 51:16 66:10 134:19 140:13 156:7 159:14 240:5 marking 9:1 markup 169:9 marsh 15:10 16:8 20:24 22:17 24:20 25:12,14 marx 2:3 7:4,15 7:16 81:20 132:4 144:21 208:19,22 222:8,11,16 223:5 234:12,20 massachusetts 1:18 144:17 145:3 185:21 192:2	match 115:11,12 matches 110:3 materials 35:20 36:2,17,22 37:8,8 38:2,17 154:12 241:23 243:10 285:11 math 84:3 136:6 181:16 matter 6:12 16:19 18:7,14 145:19 210:24 231:23 247:1 matthew 2:15 7:9 matthew.wilk 2:17 matured 201:21 max 15:12 82:7 mazzochi 2:2,3 3:3 7:2,3,4,15,17 8:8 8:24 9:8,21,23 14:7,11,13 17:19 20:13,18 21:11,14 22:23,25 25:20 26:2 28:8,15 29:2 30:18 31:3,11,22 34:16 37:17,24 39:24 42:16 43:2 44:1,18,19 46:10 49:5 50:2,16 51:1 51:10 54:21 59:17 62:9 64:9,13,19 65:6,7 66:12,17 69:3 72:5 75:5,9 75:13 81:24,25 82:19 85:1 89:17 89:21 94:13,24 95:10 96:25 98:17 99:11 100:10 103:18 105:22 106:7 107:17	108:14 109:2,13 109:19 112:6,14 114:5,8,16,18 123:9,20,21 124:1 124:7 128:21 129:22 130:9 132:1,7,12 141:24 143:7 144:15,24 145:10 147:7 151:22,24 155:11 157:1,24 158:6,12 159:1,9,16 160:14 162:1,10,13 164:13 165:15 167:9 170:20 171:6,22 172:8 173:14 176:25 177:12 181:17 183:11,13 184:24 185:10 186:3 187:20 189:22 192:20 193:11 196:4,14 197:6 199:3,15 209:9,13 209:17,23 215:22 217:1 218:7 219:11 221:21 222:7,13,18,24 223:4,8,9 225:14 229:5,16 234:18 234:21,24 238:4 238:13,25 243:7 243:24 248:1,9,13 248:16 249:15 250:20 252:16 256:6 258:3,9 259:8,9 260:7 262:9,21,25 265:18 266:18 267:16 268:4,21 269:4,15,19 270:8	273:17 274:3,5 276:23 277:6 278:5,6 280:17 284:11 285:9 286:19,22 288:14 289:5,24 290:17 290:20 291:15,18 292:7,10 mean 10:6,24 13:2 35:6,23 37:15 42:14 53:6,11 61:10,11,13 62:23 68:15 69:1 71:7 73:13 75:16 83:3 83:12 84:16 91:12 92:22 94:10 95:9 117:9,11 118:2,4 120:21 132:19 133:7 134:22 136:7 141:18 142:1,2,21,23 144:4 148:8 163:4 171:15 176:5 189:24 208:13 210:7 211:24 212:8 216:3,24 223:15 232:18,22 232:25 235:15 246:24 247:4,25 254:24 255:19 257:15 258:18,23 261:24 264:17 265:1,8 275:23 277:20 meaning 31:6 meaningful 118:7 265:25 means 48:21 58:3 60:1 84:17 87:11 101:2 136:1 155:6 230:2 251:22
--	--	---	--

258:20 266:15 279:6 meant 29:8 76:22 114:4 186:11 measure 51:23 measured 98:11 155:23 measuring 282:24 mechanism 105:23 media 6:10 65:3 109:6,10 185:7 229:14 269:9,13 median 252:23 253:5 265:4 medicaid 53:5,6 129:15 138:16,22 medical 102:14 106:15 125:16 168:5 265:21 269:1,3 284:8 289:7 medically 102:16 146:11,19 202:9 202:16 203:2,12 203:16,20 medicare 3:8 53:11,12,18,20,22 65:21 129:13,14 129:18,24 130:5 135:14,24 136:24 137:3 138:3,16,22 139:3,23 140:23 146:3 147:10 148:14,19 149:1,2 149:5,6,17,21 150:12,15 155:16 155:24 161:6,8 164:24 165:2 169:11 170:13,24 171:9 182:8,12,15	182:15 187:2 191:5,8,10,19 medication 74:24 281:10 medications 251:5 266:24 267:9 275:9,17 medicines 268:14 medigap 165:22 166:2 meet 33:18 194:7 meeting 20:25 81:15 mefrvo 109:22 members 15:4,8 192:3,23 193:4,17 203:13,21 204:21 memories 69:22 memory 27:25 190:12 mention 64:8 104:13 107:13 119:14 146:24 mentioned 16:12 103:15,16 111:8 169:16 178:4 192:13 243:10 254:24 mentioning 119:20 mentions 124:23 merck 4:9 10:1,12 208:21 209:4,6 210:1,5,5,20 merely 95:23 242:22 messages 36:17 37:5 messaging 119:12 met 23:16 25:6 172:17	metabolize 101:9 method 43:6,20 55:11 56:1 71:9 81:10 108:3 119:22 124:23 221:10 224:23 226:11 methods 56:3 228:12 254:17 metric 48:24 49:10 metrics 100:20 michael 172:10,16 262:19,20 microphones 6:4 middle 114:6 133:15 mill 179:11 milligrams 38:10 million 67:17 68:3 68:8 69:6,7,7 72:8 72:10,13,15,19,22 72:25 73:2,5 74:14 152:5 153:21,25 154:10 154:14 179:25 180:22 181:1,3,4,7 181:10 183:20,24 192:1,1 200:23 246:2,15,17 254:1 254:5 millions 134:10 149:15 150:9 mind 15:14 84:9 104:1 107:21 116:16 121:17 133:3 151:10 159:24 232:3 290:13 minds 29:17	minor 267:23 minus 182:21 minute 214:25 minutes 64:21 108:15 123:10,11 mischaracterizes 100:7 mislead 63:8 misleading 111:12 mm 183:17 186:22 209:12 240:22 modality 46:17 mohapatra 15:17 molecular 284:4 molecule 101:6,12 105:17 106:1,18 107:5 111:4 210:11 molecule's 107:1 molecules 229:23 268:14 molino 2:2 7:3,17 moment 15:15 38:25 money 61:5 68:23 73:11,22 74:9 206:22 214:5 243:9,18,23 monitoring 86:7 86:12,24 87:7,16 87:21 month 40:8 200:18 monthly 38:12,17 39:13 40:13,18 55:5,18 56:4,6 57:9 76:7,17 77:2 77:19 78:10 85:18 88:7,11 97:9,16 108:4 263:25
--	---	---	---

months 97:9,10,12 97:21 98:24 264:7 morning 6:1 7:2,7 motivation 214:6 move 276:13 movement 120:7 multi 85:5 multinational 9:25 multiple 84:15,17 250:11,23 murray 162:15,17 mute 6:7 mvasi 202:25 mylan 1:5 2:24 6:12 81:21 222:8 287:22	near 45:10 226:6 251:24 286:1 nearly 101:19,21 119:17 192:1 245:25 251:24 neat 132:7 neatly 104:4 nec 174:3 necessarily 26:7 48:23 75:16 90:25 92:17 142:19 143:1 231:11 254:2 283:4 necessary 43:11 201:21 202:9,16 203:3,12,16,21 necessitate 174:3 need 44:17 64:14 68:23 69:2,5 71:7 88:3,23,24 94:4,5 108:16,24 141:1 176:22 179:11 191:12 192:24 193:4 231:5 261:1 261:7,10,14,20,22 268:13,23 287:8 292:5 needed 18:24 19:4 22:5 26:24,24 55:6 91:1,13 127:4,11 146:12 146:19 147:4 180:3 183:21 needs 174:14 176:21 negating 91:2,14 negative 116:2 206:17 290:7 negotiating 142:3 negotiation 198:16 198:18	neither 87:6 293:15 net 148:21 154:23 155:3 157:17 200:15 207:22 242:9 243:22 244:4 252:2 nets 155:25 network 17:9 never 23:16 25:6 41:11,13 115:5 128:8 152:19 163:9 172:17 189:3 212:3 213:4 239:8 nevertheless 26:12 new 2:16,16 9:1 60:15 110:10,12 110:23 111:20 112:16,23 113:12 113:19 122:2 123:6 174:23 185:17 204:6,25 229:22 245:16 249:10 254:15 260:13 268:14,15 277:13 284:14,21 newer 121:19 268:13 newly 80:25 news 275:8,16 nex 290:5 nexus 56:25 59:7 83:23 84:18,23 95:17 103:4,13 205:10,19 206:12 221:10 224:13 290:5 nine 97:10,12,20 non 167:15,17	noninferior 58:18 noninferiority 80:7 111:10 nonmarketing 60:22 nope 291:18 normal 20:14 22:1 52:15 normally 136:2 norms 62:6,11 northwestern 15:11 notary 1:21 293:4 293:23 note 6:4 7:12 8:25 34:13 39:7 50:12 117:3 151:14 160:9 noted 174:1 notes 21:5,6,8,12 22:19,22,22,24 25:12,19,22 173:25 286:25 notice 293:7 noting 137:7 notion 48:4 69:19 83:23 96:23 111:3 133:25 138:4 167:20 notwithstanding 174:8 novartis 60:25 61:1,23 134:9,18 novel 105:23 november 20:21 90:6 130:3 number 6:10,16 9:3 15:24 40:17 41:10,17 49:19,20 50:23 62:17 65:3 65:10 69:10 75:22
n			
n 2:1 3:1 4:1 5:1 262:21 name 6:20 7:2 8:10 15:13 21:15 21:21,23,24 22:1,3 22:5,7,12 23:1 67:11 100:1 150:24 175:19 177:25 178:5,21 184:15,19,20,23 241:16 named 81:18 162:15 163:15 names 18:3,4,6,14 21:18 24:10 25:4 175:17 178:2 183:12 199:21 nata 55:3 nation's 191:7 native 17:2,7 nature 19:7,8 187:18 228:5 247:11			

81:7 85:6 86:7,11 86:19,23 87:15 93:14 97:1,3 102:2 105:12 109:6,10 110:3 138:10,11 139:23 144:20 145:5 147:23 148:5,8 153:8,15 154:4,6 154:11,13 155:4 156:5,11,12 157:12 172:13 181:4 185:7,19 206:9 216:12 217:18 219:4 224:2,7,18,18 226:7 229:14 234:20 241:24 244:5 245:21 252:3 253:2 254:3 258:5 264:17,22 265:4 269:9,13 270:14 271:7 273:24 274:25 275:2,3,5,7 277:8 277:9,10 278:8,18 279:21,22 280:22 282:22,24 283:15 283:16 numbers 9:6 41:22,22,25 61:14 68:1,16 73:18 110:17 115:1 122:22 129:2 148:15 155:14,16 155:17 157:12 160:2 168:20,21 203:24 209:19,20 235:19 273:14 283:2	nw 1:18	268:1,18 273:13 280:14 284:5 288:14 291:6	197:5 202:6 offer 19:5 47:3,3 201:13 226:2 269:2
	o oath 285:5 obj 20:12 object 100:6 146:21 164:9,9 214:3 285:22 288:16,17 289:5 289:24 objection 20:15 28:5,13,21 31:1,20 34:11 39:17 42:11 42:23 49:3,15 50:8,21 51:5 59:12 61:25 68:25 71:12 82:11 84:20 95:7 96:2 98:8 99:1 103:9 105:18 106:2 107:11 112:2,13 113:23 128:19 141:14 143:4 154:21 156:22 157:8 158:2,11,14,20 160:4 161:19 162:6,12 165:8 167:8 170:16 171:2,13 172:2 173:9 176:17 177:8 181:13 183:5 187:16 189:18 192:12 193:6 195:25 196:11 199:1,8 216:22 221:16 225:11 238:2,11 238:18 242:24 243:20 247:22 250:14 256:1 258:6 259:23 262:6 265:15	objective 213:14 213:21 obligations 166:13 193:14 194:3,7 195:17 observation 77:25 79:2 98:13 observations 61:17 observe 41:16 55:4,10 80:1 107:16 122:3 observed 41:16 59:14 98:12 103:10 146:7 157:16 obtained 113:11 241:14 249:24 obv 85:18 obviate 85:19 obvious 118:3 210:18 214:16 obviously 57:21 64:14 obviousness 210:17 occasion 12:20 occasions 291:8 occlusion 38:9 44:11 occurred 49:25 89:10 102:1 235:11 occurring 35:4 oct 263:21 270:25 278:25 279:3,5 ocular 4:7 106:8 131:24 196:23	offered 17:25 132:14 163:8 213:4 260:25 offering 24:6 137:20 261:6 269:2 offers 88:15 office 1:1 6:15 12:21 100:13,23 146:6 223:24 285:4 offices 1:16 official 293:19 offset 135:23 174:13 oh 7:15 25:9 86:21 123:3 125:5 179:2 211:8 222:25 255:2 270:6 271:25 275:6 okay 9:22 10:7 12:22 13:8 14:17 14:21 15:8 16:8 17:2,10 18:2,13 21:2 23:12 25:3 25:17,20 26:22 28:16 30:7 31:17 35:18 36:11,16 37:3,13 39:11 40:12,16,22 48:19 48:24 54:18 56:4 61:4,13,19 66:7 73:9,14 75:7,10,14 75:21 76:15 77:21 80:21 81:5 82:20 83:11 86:22 89:7 89:14 90:8,15

92:15 97:22 98:1 100:11 101:5 102:12 103:3 107:4,23,25 108:14 113:2 114:15 116:12,22 119:16 120:16 121:11,23 123:2 125:5,6 126:5 127:2,8,15 129:7 129:16,22 130:8 130:13,23 131:20 133:22 134:18,24 135:3,9 136:21 137:19 138:20 139:6 140:12 141:9,25 143:8 149:7 151:13 152:13,19 153:17 154:8 156:10,25 160:20 161:1 162:20 164:14 166:19 172:19 178:14 179:2,21 180:19 181:18 182:5,17,22 186:2 186:17 188:13 190:15,20 191:2 192:21 193:9 197:8,10 198:12 203:10 208:16 209:6,22 211:24 212:3 214:4 216:6 217:11 221:4,22 222:7 223:2 229:7 230:22 232:6,9 235:20 236:9 248:15 249:7,12 252:7 253:8 257:10 268:5 270:5 271:9	272:21,25 275:6 275:11 277:12,16 279:14,23 283:1 286:16 287:6,13 287:14,18,21 288:5,11,14,20 289:15 290:15 292:11 once 70:2 85:9 94:1 162:3 180:17 210:13 228:14 235:5 287:2 open 291:25 operated 187:4 operates 172:22 190:25 operating 186:4 operations 23:5,14 23:21 29:21 ophthalmic 10:5 ophthalmologist 65:21,22 ophthalmologists 63:16 66:4 259:5 259:11,15,18 ophthalmology 22:11 opine 77:6 opined 71:9 opines 261:9 opinion 16:19 24:7 31:18,25 33:21 37:2 43:1,14 47:3 56:10 60:6 62:4 84:24 108:11 128:14 136:15 137:20 164:12 165:12 169:16 170:19 176:5 203:9 214:23 221:12,18 225:13	226:2 244:11 269:1,3 289:7 290:1 opinions 18:20 19:5 26:13 44:24 66:22 132:14 133:9,10,17 147:1 163:9 167:4 187:15 205:7,8 260:25 261:6 270:11 opportunities 69:24 opportunity 88:16 228:11 276:17 opposed 40:25 41:23 52:13 95:2 103:7,22 108:25 117:7 119:7 120:7 121:18 122:1 123:6 171:11 204:6,25 276:8 opted 192:24 193:5 options 3:12 130:1 130:7 oral 251:5 order 134:14 156:8 199:6 ordinary 20:2 28:24 29:4,14,21 organization 69:15 173:11 organize 15:25 organized 41:15 original 17:6 outcome 293:17 outcomes 260:9 268:24 outperform 48:22	outperformed 48:8,13,16 outside 10:20 11:16 31:1 43:22 55:13 127:21 146:21,23 158:3 161:19 164:10 165:8 170:16 172:2 176:17 189:18 195:25 211:23 212:21 213:12 215:9 221:16 222:6 224:9,14 226:1 228:2,14 229:3 236:5,12 237:11 237:19,24 259:14 288:17 289:5,24 overall 100:2 174:10 283:6,10 overcome 52:8 54:8 206:18 overwritten 78:21 owner 1:9 2:18 6:14 7:9 228:18 228:21 230:20 238:7
p			
p 2:1,1 p&l 158:25 173:13 199:11 p.m. 109:6,10 123:14,17 185:3,6 229:9,12 269:8,12 292:13,16 pa 231:3 page 3:2,7 4:2,21 5:2 9:15,16 14:8 14:14,15 17:20,22 37:25 45:5,5,10 46:2 54:22 67:3			

67:14 74:22 75:7 75:8 78:16 80:15 80:16 86:5 90:13 92:1,9 97:2,3 99:22 101:16 102:6 104:7,7,20 107:19 110:4 111:19,21 114:10 114:16,17 120:17 121:10 129:2,12 135:11,11,19 136:18,19 139:12 147:8 151:2,5,9 152:1 153:5 174:18 180:8 181:20,23,25 182:3,4 199:23 202:12,23 216:6,8 219:15,18 224:17 226:6,7 232:8,8,13 235:6,8 237:25 239:22 241:3 248:3,5,6,9,12 257:7,11 264:4 268:3,20 270:14 270:15 271:8,8 272:8,14,16,18,22 273:20 279:19 280:22 282:9,16 283:17 287:17 288:6 290:18 pages 30:10,10 45:8 63:13,14 129:1,5,6 208:24 209:9,13,16,18,18 278:19 paid 53:1 140:3 148:14,19 149:4 149:17 150:12 152:2,7 154:20 157:4,6,21 158:16	160:1 162:5 180:22 183:20 191:25 195:16 palo 2:11,12 panel 86:9 paper 17:3 62:25 225:20 245:19 papers 151:7 par 187:21 paragraph 9:16 9:20 14:9,16 17:21 30:9 31:3,9 31:12 32:3 33:23 34:4 63:13 65:8 135:9,13,19 136:18 138:9 139:11 145:24 148:12,18 149:12 150:6 160:23 162:14,20,25 163:15,19 165:17 165:21 166:19,23 168:11,14 170:6,6 172:10,20 173:17 175:2 177:19 178:9,24 179:9,22 180:14,20 183:16 186:19,23 187:21 187:23 188:13,23 189:2 191:2,24 192:21 193:13 194:11,17 195:6,7 208:25 209:8 218:20 223:23 224:18 232:7,10 232:13 248:3,5,14 263:4 264:9 267:1 parker 15:16 part 3:9 29:14 43:1 53:5,6,18,20 60:14 65:21 69:25	90:22 104:14,15 128:13 129:17,24 130:5 133:10 134:1 136:24 142:8,24 147:10 149:2,2,4,14 150:9 153:14 160:13 161:24 182:8,12 182:15 191:8,10 191:19 200:12,13 205:15 207:2 248:8 291:24 partial 202:7,8 participated 130:13,14 participation 70:10 135:24 particu 51:23 particular 51:8 52:2,22 61:5 76:11 92:6 107:13 113:19 125:2,14 129:21 131:5 137:9 138:8 152:18 154:25 189:7,17 197:16 197:18 201:17 210:24 225:24 238:21 276:8,14 276:14 281:14 particularly 51:24 65:20 88:22 118:13 215:5 231:15 parties 6:9 198:18 213:15,22 parts 205:13 party 194:4 229:2 293:16 pass 44:15	pat 4:18,19 263:8 263:13 269:23 270:3,10 271:10 273:9,18,22 274:19,22 275:1 277:1,4 278:9 279:12,16 282:12 patent 1:1,3,9,11 2:18 6:14,14,15 7:8 30:20,24 31:7 31:9,14,19 32:2,5 32:10 43:7 46:19 46:22 55:11,25 56:3,7 57:1 71:10 75:18 76:12 77:4 77:7 81:11 108:3 108:12 117:2 123:5 124:11 125:3 210:10,12 210:13 211:4,12 211:19 212:5,9,14 212:18,23 213:3,6 213:10,11 214:10 215:9,10,11 216:12,13,18,19 216:21,24 217:5,9 217:12,15,18,21 218:9,17,21,25 219:20,22 220:11 221:1,7,9,23,24,24 221:25 222:1,9,9 222:18 223:11,19 223:23 224:2,3,7 224:12,23 225:3,8 227:9,14,18,25 228:8,17,21 234:6 235:12,13,13,16 235:17,18,22,22 235:23 236:20,22 237:14,18 238:7 238:16,24 239:4,7
--	--	--	---

239:18,24 240:12 240:15,15,18 261:8,22,25 262:11,11 285:4 290:6 patent's 76:19 patented 71:19,24 222:4 240:8 patents 43:18,21 211:17,21 212:12 212:16 214:17,22 216:9,15 220:18 221:5,20,23 222:2 223:12 227:15 235:7,21 236:2,5 236:11,16 237:1,5 237:7 238:8 239:2 239:10,14,19,21 239:25 240:4 262:2,8 path 50:1 patient 52:12,22 53:4,5,17,18,20 80:18 83:12 88:16 93:25 96:17 122:18 124:24 128:5,8,12 131:3 131:15,17,18 135:21 136:2 137:14,16 139:3,6 149:17 150:12 156:18 158:17 164:8 166:16 167:16,21 171:11 179:12 189:14 207:16 234:2 271:15 277:14 patient's 138:16 138:21 166:13 176:20 231:5 234:5,7 270:17	271:4 278:22 patients 37:10 38:7 39:8 45:23 49:20 54:3 55:4 76:7 77:3 85:16 85:17 87:19,20 88:5,22 90:19 91:10,16 94:5,19 96:16 98:12,20 104:2 121:20 122:6,15 127:4,20 128:6 136:11 137:21,25 138:2,5 138:6 140:20 146:4,8,15 147:3 148:6 149:22 150:16 156:20 158:9 161:6 164:25 165:2,21 166:7,15 170:13 170:24 171:9,25 175:7,8 176:3,4,13 176:15 180:4,23 182:13 183:22 187:1,5,25 188:15 189:9 193:13 194:14,21 195:13 195:17,22 207:10 208:3,6 231:1 232:15,25 265:25 280:2,20 281:20 pattern 260:4 patterns 75:20 127:14,17 pause 44:17 pay 52:12,25,25 53:1,17,19 54:4 131:11 135:21 136:11 138:1,22 139:8 140:5,6,8,9 140:21 146:9,16	147:3 156:18 158:8 177:4 180:2 206:22 278:1,11 paying 136:2 137:22 156:18,19 159:19 161:7 181:1,9 191:15 242:15 payment 12:1 131:5 136:24 138:18 139:15,20 139:24,25 140:1,1 155:16 157:18 159:11 166:16 169:3,11,12 188:18 payments 135:15 138:11 147:20 152:14 158:22 162:8 164:18,22 164:23 166:14 173:12 187:3 payor 12:17 payors 129:14 140:5,8,9 142:4 194:4,7 201:22,24 pays 52:13 177:4 pbm 143:24 pds 257:18 peer 265:23 pending 185:19 peop 175:4 people 17:23 18:7 18:12 19:2 23:10 26:5 52:2 69:22 70:10,12,20 72:2 81:6 82:2 88:5,9 89:4 93:25 98:19 119:23 127:9 141:21 154:19 155:9 171:16	175:6,18 178:2 196:9 198:4 200:24 214:4 231:15 241:12 242:2 243:16 265:1 274:22 281:20 people's 194:8 perceive 93:8 230:23 perceived 92:4 100:2 120:4 perceiving 92:16 percent 40:2,2,6 41:9 45:23 53:23 53:23,24 59:23,24 67:4,6,10 68:19,20 74:23 76:2,6,15 77:1,13,18,22 78:6 78:7,9,12,16 79:6 79:11 80:21,25,25 81:6,9 82:5,7,13 84:1 86:17,20 87:8,20 88:9,12,12 88:13 89:8 102:8 110:12,14,17,18 112:11,24 113:4,7 113:8 114:23,24 115:22 117:14,15 117:18,20 118:9 118:10 135:15,21 136:12 140:21 154:23 156:13,14 169:4,6,9 174:4 180:24 181:11,21 226:18 244:4 246:8,13,16 251:21,25 252:1,3 252:8 253:15,15 253:17,18 255:24 256:11,20,25
---	--	---	---

257:16,18,19,20 258:7,8 263:9,10 263:11,13,14,14 264:11,12,13 267:4,5 268:8 270:22 271:1,3,16 271:19,22 272:2 272:11 273:4,12 274:8 275:13 277:21 278:2,12 278:15,24,25 280:5,12,19 281:1 281:2,4,6,25 282:4 282:5,11,12,22,23 283:10,11,25 284:1 290:21,24 291:3 percentage 39:12 40:24 59:19 91:24 118:25 119:1 120:11,13 126:16 171:24 181:15 182:6,18,23 183:3 243:25 244:10 253:19 performance 62:3 107:1 109:21 231:9 240:5 performed 90:1,3 period 39:16 80:22 81:2,7 82:4 82:9,23 95:4 113:15 115:9,11 115:14,24,25 116:8,11,20 117:23 130:2 153:19 167:11 169:2 211:4,13 230:19 260:22 289:11 290:22	permission 230:20 person 19:23 21:15 22:13 23:2 23:4,6 24:11 27:14 162:15 172:11 178:4 179:6 personally 20:21 personnel 36:6 persons 214:16 perspective 80:4 130:25 261:11 pertain 106:18 petitioners 1:6 2:7 6:13 7:6,17 pfizer 10:2,12,15 10:17,17,18,19,20 10:21,23 11:7 12:24 13:8,10,20 70:8,10 192:15 pfizer's 13:24 70:9 ph.d 3:2 15:10 16:12 ph.d. 1:16 7:24 pharmaceutical 10:1 24:1 62:13 165:7 173:2 175:24 184:14 188:5 249:10 253:14 254:14,22 pharmaceuticals 1:5,8 3:18 6:12,13 144:19 145:5 149:13 150:8 185:18,24 215:6 223:25 250:11,24 pharmacy 275:9 275:16 phase 32:20 phenomenon 110:24 245:13	phone 24:24 phones 6:7 phrase 29:5,6 phrasing 29:3 physical 25:15 physician 40:6 52:22 90:23 106:5 107:6 176:21 234:9 243:2 245:15 258:17,21 266:15 287:9 289:19,20 291:10 physician's 195:10 266:16 physicians 35:15 37:10 39:8,14 49:19 60:14 64:2 71:4 91:7,9,12 102:2 104:15 106:20 121:17,20 122:5 149:20 150:13 161:6 164:25 187:25 230:22,25 233:20 233:25 241:24 245:8 254:3 258:23 260:12 262:17 270:23 271:1,3,15 280:6 280:12 pick 6:5 150:1 picture 160:12 pie 257:15 piece 245:18 266:11 pills 249:9 251:4 pinpointed 281:8 place 6:8 105:7 131:10 142:17 200:7 206:1 211:17 212:6,9	293:7 placed 35:19 198:1 207:14 208:10 placement 198:17 198:24 199:7 205:5 206:15 plaintiff 144:18 185:17 186:21 plan 9:1 104:3 139:4 142:25 143:24 179:25 180:2 197:20 206:11 plan's 188:18 planning 12:13 24:13 179:5 plans 13:24 129:10,13,15 131:2,10 136:4 187:3 188:17 189:5 194:4 202:8 205:22 206:9 plausibly 200:15 200:16 play 133:1 231:16 player 112:1 please 6:4,6,24 7:20 8:5,10 64:23 65:5 94:11 95:15 109:12 123:13,19 136:20 178:24 185:2,9 204:9 229:8,15 252:15 258:2 269:7,14 286:13 292:12 plus 59:23 78:25 79:10,14 87:3,7 89:3,9 117:18 147:24 148:24
--	---	--	---

pocket 137:23 188:1 278:2,12 281:20 point 34:4 38:5,23 42:4 47:15 67:16 68:3,9 71:2,6 85:22 88:15 90:13 92:9 93:11 99:23 100:18 108:7,18 113:5 118:3,7,19 127:22 147:2 180:3 182:7,23 183:9 198:9 207:12 214:8 245:5 247:7 257:20 280:18 pointed 153:4 279:24 290:21 points 120:12,13 policies 12:2 141:19 142:1,3,17 166:2 202:15 policy 4:4 12:9,10 12:13,15,17 132:2 135:25 136:10 196:21 197:2 204:20 popular 271:14 population 88:17 93:25 96:17 204:6 porter 1:17 2:9,15 6:19 7:8,10 portion 55:24 146:9,16 portions 1:24 108:24 292:5 position 190:16 positive 290:7 possibility 95:22 276:6	possible 47:22 52:14,23,24 111:6 127:13 135:2 176:23 213:9 247:20,25 post 264:7 potential 52:1 58:11 142:13 200:17 229:1 230:10 potentially 179:11 practice 143:23 144:3 practices 11:11 186:9,10,13 pre 104:17 107:5 preceding 33:4,6 33:13,15 126:12 126:21 precise 244:9 predictable 105:1 predicting 100:21 predominant 83:15 93:19 preexisting 28:18 prefer 168:5 preference 122:6 122:9,12 274:14 preferences 4:17 269:22 270:3 preferred 197:21 198:6 206:7 prefilled 116:14 116:23 117:3,4,7 119:1,2,6,13,15,17 119:18 120:7 prelaunch 104:18 premise 171:4 176:2 premium 54:9	preparation 15:7 15:19 16:9 prepare 15:22 16:22 284:19,21 preparing 16:20 prescribe 64:2 81:3 83:21 84:3,6 95:18 141:13 230:22 231:2,20 234:1 prescribed 149:20 150:14 231:6 prescribers 187:1 188:15 194:15,22 208:3,6 prescribing 38:5 39:15 40:6 60:2,3 65:23 75:17,20 91:6 95:1 103:21 106:20 107:6,8 208:12 prescription 84:18 136:24 prescriptions 239:16,23 presence 264:6 present 2:21 255:9 263:5 presentations 15:24 presented 23:24 180:25 presenting 184:10 president 179:4 pressure 202:1 presume 51:7 172:13 186:10 presumes 214:13 presumption 214:20	pretty 52:20 83:11 111:23 115:8,17 118:24 142:11 171:15 258:22 266:24 267:9,25 273:8 previous 80:15 89:10 90:18 118:2 179:9 previously 4:20 8:22 9:3 17:17 30:16 37:22 43:24 44:7 54:19 65:16 66:15 81:1 89:19 109:17 113:25 124:2,5 158:21 215:20 218:5 222:14 234:16 249:13 price 11:21 51:20 52:6,10 53:24,25 54:9 58:15 60:23 131:15 134:15 137:6,8,13,22 138:1,5 139:13 141:1,12 155:18 155:22 157:17,18 159:11,22 161:3,5 161:15 164:24 169:3,3,12,16,20 169:22,24 171:17 171:20 173:22 174:1,2,9,11 183:1 229:18 prices 136:23 137:4 171:15 pricing 145:17 173:21 191:7 primarily 15:4,9 32:14 210:15 275:24
---	--	--	---

primary 12:21 48:24 80:10 205:25 231:8 242:6 prime 191:12 principle 247:16 prior 42:8,14 62:21,24 63:9 123:24 128:17 181:5 211:4,11 233:7 239:1 262:2 262:8 285:3 priority 30:24 31:6,14 private 6:5 187:2 193:22,24,25 prn 55:3,9 56:16 77:2 pro 55:3 101:4 153:14 249:5 probable 247:21 probably 15:6 22:7 32:20 78:20 108:17 131:8 198:8 208:17 232:5 problems 191:7 procedures 142:2 142:3 proceed 7:21 8:5 65:5 109:12 123:19 185:9 229:15 269:14 proceeding 7:14 9:5,11 19:22 28:20 237:10 284:15 286:12 proceedings 215:10 284:22 proceeds 128:8	process 69:9 70:19 79:25 130:15 142:6,7 215:3 221:19 225:23 292:3 processed 16:5 produce 17:2 202:18 produced 17:11 21:13 25:23 29:19 285:12 product 10:24 11:2,5 37:12 43:10 46:24 47:17 48:5 54:7,8 56:24 58:3,8,9 67:18 69:5,8 70:20,21 71:18,23 73:24 75:17 80:13 84:6 84:24 86:2 87:9 88:15 90:5 91:13 101:4 104:1,16 116:14 117:12 121:6,7 128:4 131:14 134:1,5 137:11 141:12 142:21,23 143:1,2 143:9 148:22 166:17 168:8 169:20,22,23 190:4 198:20 201:17,21 205:9 205:11 211:6 212:13 213:11 220:18 221:1 224:13,24 225:3,9 226:13,20 227:23 231:4,19,24 232:3 233:17 236:3 240:13 242:23 245:8,25 246:2,4,9	246:16,23,24 247:5,11 251:10 251:12 252:24 256:14,16,19,24 259:1 260:5,14 261:12,16,19 275:22 282:2 284:8,8 289:23 290:6 product's 66:10 73:6 103:13 201:19 production 285:11 products 57:20 58:16,18 59:6 83:7 87:7 88:13 88:17 99:7 110:10 134:2,4,4 137:4 139:22 156:4 197:20 220:17 228:23 230:15 231:2,21 238:22 245:3 246:8 250:4 251:15 253:6 255:18 257:3 266:1 products.pdf. 219:22 professional 1:20 22:2 professionally 25:7 profile 107:14 profit 151:4 153:14 173:6 179:16 183:25 184:8 profits 228:25 prognosis 45:11 program 147:10 160:16 174:14	175:10 188:2,10 188:14 190:23,24 193:16 195:1 programs 160:10 189:14,15,25 190:2,8,10 192:9 194:6 241:25 prohibit 214:18 prohibits 163:2 proj 205:11 project 15:2,11 16:11 227:22 228:6 229:1 275:25 projected 110:9 projections 174:20 projects 275:25 promised 123:2,9 promote 61:23,24 243:15 245:8 promoted 245:20 promotion 249:10 promotional 244:13 250:4,10 253:17 promotions 12:24 12:25 13:12 proper 10:17 26:23 properly 159:25 properties 111:4,7 283:3 property 11:19,20 101:11 105:16,25 proportion 264:5 proportionately 161:8 proposed 124:11 124:18 282:2 proposing 171:18
--	---	---	--

prospect 11:23 protection 192:5 192:11 protocol 90:25 274:10,13 proved 238:16 provide 11:12 27:5 37:4 119:24 237:2 251:18 289:9 290:2 provided 15:25 22:24 26:15,20 27:8,23 28:7,11 36:8,9 37:18,19 153:15 155:24 199:4 225:21 255:15 285:18 providers 63:17 63:18,19,19,23 64:5,6 65:10,14 201:24 providing 156:1 161:16 provision 30:4 provisional 31:9 provisions 194:13 230:1 pte 222:18 pto 224:18 225:7 225:17 public 1:22 12:8 189:5 293:5,23 publication 246:25 254:21 265:23 published 62:25 131:22 254:6 publishing 266:20 pull 257:6 purchased 149:20 150:14	purely 260:15,15 purpose 65:24 261:23 purposes 19:22 48:25 49:11 55:12 65:18,19 91:23 220:4 266:1 286:11 pursuant 293:6 pursue 213:15,22 pushing 249:9 251:3 put 16:5 18:17 34:19 90:17 114:2 124:2 176:12 179:25 196:15 207:7 241:25 246:25 269:20 270:7 276:23 286:13 287:2 putting 51:14	question 13:2,6 18:22 42:13,15,25 51:18 53:14 56:11 56:20,23 70:25 75:12 81:23 83:2 84:8,9,21 95:15 96:4 98:18 100:7 128:23 129:21 138:20 141:16,17 152:18 154:22 156:25 164:10 175:5 189:21 196:13 204:9 212:4,20 213:12 214:21 217:3 225:13 231:18 234:2 242:18 247:24 258:22 265:20 273:16 275:7 277:9,10,20 277:21,24 278:8 278:18 279:22 283:16,18 288:24 288:25 289:11,17 290:4,7,8 291:9 questioning 7:5 288:18 questions 10:25 11:21,22,23 12:1,2 16:1,14,14 18:10 18:11 222:21,25 236:13 245:17 266:14 285:21 286:2,6,17 287:23 288:3,8 290:16 291:16 quick 223:1 229:6 269:5 quickly 257:4 quip 69:13,16	quite 44:12 112:25 204:8 247:18 quote 55:4 161:3 quoted 32:23 170:2 quoting 169:25
			r
			r 2:1 262:21 293:2 race 228:17 raise 212:4 rakoczy 2:2 7:3,17 ran 116:1 range 161:3 254:10 256:4 273:15 ranged 265:8 ranibizumab 45:17 264:13,19 265:6,10 267:6 ranked 105:12 ranks 83:12 rapidly 49:22 rarely 94:5 rate 14:19,19,25 60:7,9,11 rated 289:12 rating 277:21 ratio 246:1,9 247:8 251:22 rationale 85:2 136:10 rationales 85:6 ratios 248:19 255:14 rbo 139:14 reach 37:2 82:7 231:2 reached 58:7 read 46:6 73:18 190:9 220:24 225:20 251:8

266:25 279:6 readily 170:11 reading 67:19 82:17 129:12 149:25 170:3 254:16 reads 162:25 166:24 ready 208:20 real 2:10 266:14 266:22 267:8,24 really 13:6 18:6 48:22 51:12 74:1 76:22 115:5,21 120:8,10 226:1,2 247:10,24 266:15 267:17 274:19 291:8 reason 18:3,15 20:5 80:12,17 81:2,4 82:2,9,21 83:4,4,21 84:2,12 84:12 107:7 171:10,20 194:12 204:23 263:17 281:8 285:6 287:23 288:11,22 289:2,12 reasonable 47:21 reasonably 290:9 reasons 84:15 85:15 88:2,21 130:21 140:25 161:14 194:9 196:9 211:1 231:3 245:14 281:21 289:19,20 291:10 291:12 rebate 141:19,25 142:17 143:3,11 150:25 199:20	rebates 140:2 141:2,22 142:8,13 142:21,24 143:5,9 143:19 150:25 155:8 156:1,8 199:11 200:3,4,10 201:6,14,20,25,25 207:21 rebatings 201:5 recall 10:14 23:12 27:12,19 28:3 29:4 37:3 142:10 145:22 159:24 178:21 184:16 188:8,11 189:1 192:16 196:12 204:10 211:7 216:16 288:2 receive 36:24 98:21 127:22 143:2 received 20:4 36:12,20,21,25 127:20 147:15 154:12 171:25 188:9 receives 131:3 recess 65:1 109:8 123:16 185:5 229:11 269:10 recognize 166:6 recognized 210:14 recognizing 118:21 recollection 24:16 24:18 39:5 50:22 119:4 163:13 173:4 184:22 recommended 38:9 39:6	record 6:2,9 7:1 7:12 8:11 9:1 21:17 64:17,25 65:3,4 108:19 109:4,7,11,20 123:15,18 132:1 145:1 185:4,8 229:10,13 249:9 269:9,12 285:10 292:15 293:14 recorded 6:10 18:25 22:21 293:11 recording 6:8 recordings 22:20 25:21 records 28:18 reduce 60:4 147:4 reduced 134:8 reducing 166:13 reduction 90:11 90:19 reductions 157:15 refamiliarizing 69:11 refer 32:13 38:19 96:22 123:8 186:20 227:7 reference 55:16 125:18 177:22 178:15 179:3,9 219:18 249:4 255:5 257:15 referenced 108:10 162:16 163:15 references 254:19 referred 44:10 56:15 149:19 179:23 237:23 279:12	referring 62:11,12 76:1 92:7 99:25 101:6 169:1 255:22 267:7 282:7 refers 172:10 174:19 refine 108:24 reflect 94:20,21 140:2 142:11 289:1 291:11 reflected 37:9 41:23 80:6 141:20 149:5 158:18,25 182:20 290:6 291:12 reflects 138:11 159:13 reform 191:12 refreshing 69:22 refuse 228:24 reg 211:5 regain 232:15 regard 27:7 77:11 102:1 123:8 223:12 266:10 regarding 226:8 regeneron 1:8 2:22,23 3:13,18 6:13 7:11 17:13 17:23 20:10,16,19 21:16 22:10 23:4 23:13 24:12,13,23 26:20 27:9 36:6 36:12,17 37:4 38:2 39:12,14 43:19 61:22 67:16 68:22 74:5 89:25 109:16 119:11,16 141:10,21 142:16 143:1 144:18
---	---	---	---

145:4,8,14 148:13 149:11,13 150:5,8 151:18 152:2,14 152:19,25 153:23 154:9,17 156:19 158:16 159:18,25 160:22 161:2,3,14 161:16 162:4,18 162:22 163:9,17 163:22,23 166:21 170:7,8 172:21 173:7,8,16,20,21 174:1,3,12 175:1,4 175:15 177:14,18 177:24 178:23 180:10,16,25 182:12 183:15,19 183:19,21 184:14 185:18,24 186:6 186:24 187:4,13 187:24 188:2,3,9 189:3 190:17,22 192:23 193:16 195:8,16 196:6 198:4,23 199:4 200:24 201:13 212:4 215:10 216:9 218:24 219:20 220:1,13 220:16 221:14 223:23,24 225:16 235:7,13 236:21 237:2 238:7 239:2 239:10,21 240:3 240:16 241:15 243:13 244:13 259:4,10 284:22 285:13 regeneron's 30:3 34:1 150:22 163:3 164:6,22 178:16	179:4 180:2 181:11 187:7 188:19 189:6,8 192:3 221:1 224:17 225:7 262:11 285:14 regimen 32:5,10 32:16,24 33:8,25 34:10,15 37:6 38:16 42:8,21 47:8 55:16 60:4 71:5 79:10 87:24 88:3,4 95:24 96:1 128:15,16 216:21 222:4 227:25 231:24 238:16 243:11 261:7 262:4,12 regimens 54:24 registered 1:20 regular 90:25 regulatories 134:12 regulatory 11:25 130:15 132:16,22 133:2,5,7 134:11 136:14 211:5,12 223:13 reimbursement 136:25 175:4 178:17 reimbursements 175:15 reiterated 90:10 reject 84:15 rejecting 82:21 relate 107:1,4 related 54:15,15 103:2 196:18 240:24 241:8 244:20 276:1,9	relates 44:9 227:9 relating 11:11 43:19 106:12 188:9 199:17 255:7 relationship 189:6 relationships 152:22,23 relative 48:1,4,12 49:1,12,13 51:3 60:18 79:19 80:2 100:3 118:15 119:25 132:17,23 139:21 156:19 161:15 198:2 206:5 207:4 208:4 226:9 239:18 244:24 251:16,17 271:18,21 276:22 relatively 39:20 50:12,23 244:5 245:20 relevant 18:11 79:1 133:9,21 134:6 137:4 154:22 212:18,23 214:8,12 220:18 236:14 265:20 reliable 202:24 relied 30:2,3 34:1 35:13 66:21 279:17 285:19 rely 18:18 133:9 133:10,17 249:18 270:9 relying 49:11 261:23 remain 291:25 remained 113:16 remaining 97:20	remember 13:13 13:15,17 15:15 21:24 22:7,12 23:1 25:3 27:16 29:9 68:2 70:4,6 141:15 142:14 152:24 175:17,17 175:18 178:1 241:16 252:4 276:1 remembering 23:9 198:9 249:6 remind 92:6 119:5 218:15 245:11 reminded 70:11 71:7 reminding 69:22 70:12 71:4 remotely 6:19 remove 47:22 renewals 180:23 rep 258:4,12,15 260:6 repeat 46:9 151:21 248:7 250:19 252:14 258:1 259:7 278:3 repeatedly 82:1 289:8 rephrase 53:14 133:16 158:13 report 9:15 11:10 12:5 16:22 27:12 32:13 35:8 42:25 48:10 53:10 55:14 57:19 58:2 62:15 67:1,14,15 71:16 85:6,14 109:25 116:15 119:5 137:5 145:15 146:24 148:16
--	---	--	--

150:22 152:1 157:3,25 158:4 159:18,18 160:1 161:24 169:25 172:6 181:19 189:21 198:9 209:18,19 213:13 218:20 226:2,19 240:21 248:5 249:5 253:13 257:6 272:20 273:3 279:13 282:7 287:9 reported 34:14 35:10 155:18 159:12 179:23 180:10 195:9 reporter 1:21,21 6:22 7:20 8:4 9:18 14:10 44:15 46:8 66:13 109:15 114:12,15 124:2 151:20,23 248:7 252:14 258:1 259:7 262:20 267:15 270:6 274:1 278:3 reports 62:18 164:16 175:2 264:18 represent 30:6 219:24 representation 124:13 170:4 220:3 225:7,16,18 representative 94:8 144:6 220:17 257:12,22 265:24 representatives 249:25 258:23,25	represented 77:10 151:18 215:11 242:8,9 representing 2:7 2:18 207:10 represents 39:20 81:21 112:25 153:9 220:25 reps 259:20,21 requested 26:17 requesting 27:22 requests 285:11 286:13,14 require 46:4,13 85:17 176:19 required 46:19,20 52:25 146:8 155:23 157:25 159:18 requirements 55:25 76:20 159:21 194:21 requires 32:18,24 33:9 46:22,23 70:19 71:22 requiring 146:15 147:3 research 90:18,23 147:1 213:16,23 215:2 227:22 228:6,23 residual 268:9 resolve 158:14 respect 131:8 238:23 286:12 288:22 289:1,3 respond 57:20 245:17 286:6 responded 102:23 277:19	respondents 277:20 responding 208:6 279:22 response 28:12 167:16 175:5 203:14,23 204:23 207:18 214:15 289:10 290:13 responses 85:25 responsibilities 11:4 responsibility 12:21 179:12 responsible 120:12 131:4 233:9 rest 97:10,18 108:25 182:1 restoration 234:3 restore 233:5 restrict 34:7 restricted 190:4 result 19:15 142:5 157:17 181:9 195:12 198:15,17 resulted 181:8 202:2 resulting 58:17 results 45:22 202:19 264:10 ret 66:7 retained 177:13 retention 162:18 retina 4:17 10:13 44:8 63:5,6,10,17 63:18,22,24 64:5 65:10,13,15 66:5 90:24 101:19 259:11,15 263:5,9 268:7 269:22	270:2 retinal 38:8 44:8 44:10 54:14 62:22 74:2,7,16 102:8 195:11 245:21 262:17 264:6 retreatment 46:4 46:13 retrieving 208:23 return 44:4 returns 245:5 revealed 90:24 revenue 61:14 174:11,13 253:16 253:20 revenues 253:19 revert 127:4 138:15 review 4:5 93:11 121:2 168:9 196:22 197:3 265:23 reviewed 36:12 44:23 96:11 109:24 130:14 132:2 216:15 reviewing 8:25 revise 284:14,20 revised 218:11,14 219:15 235:2 revision 218:8 235:11 revol 216:15 richard 1:15 3:2 6:11 7:24 8:12 292:14 rico 186:7 192:4 192:10 rid 166:13 right 9:9,13,24 10:4 15:1 19:4
---	--	--	--

20:7,19 21:11	103:8,19,22	178:19 179:3,15	243:19 244:18,21
22:9,15,23 23:16	104:12,19,24	179:19 180:7,11	245:7,9,21,24
24:7,19,19 26:1	105:2,8,10,13,14	180:13 181:3,12	246:3,11,15,24
28:1 29:11 30:8	105:17 106:1,13	182:8,10,13,24	247:2,9,15,21
30:19,23 31:12,15	107:2,10,18 108:6	183:18 184:12,12	248:2,17,20,22
31:19 32:4 33:22	109:24 110:8,18	184:24 186:21	250:3,5,11,24
34:17 35:1,5	111:11,16,17	188:13,22 189:2	251:12,14,17,20
37:17,20 38:4,15	112:8,21,24 113:6	189:23 190:18	251:24 252:9
40:3,5,8 41:12,24	113:8,13,17,17,22	193:2,21 194:19	254:24 256:7,22
43:3 44:2,2,20	114:9,20,22,24	195:2,4,20 198:14	257:13,22,25
45:10,18,20 46:2	115:2,3,4,14,17,23	199:16 200:20	258:5,10,13,16,25
46:17 47:1 50:7	117:13,15,17,20	201:7 202:4,14,22	259:6,12 260:10
50:17,20 51:11,11	117:24 118:8,10	203:6,8,17,19,25	260:17,20,23,24
54:22 55:2,15,22	118:16,18,25	204:7,19 205:1,3,7	261:1,21 262:1,4
59:8,11 60:1,11,20	119:18,24 120:1	205:17,19 206:11	262:10,13 263:3
61:7,19 62:10,20	120:20 121:14,16	206:14,20 207:12	263:17,24 264:3
64:9,23 66:7,12,21	121:19 123:9,13	208:8,16 209:22	264:16,21,23
67:2,7,10,13 68:6	125:17 126:15	209:24 210:4,22	265:2,6,18 266:19
68:8,9,11,14,17,19	127:12 128:2	210:23 211:1,6,13	266:24 267:13,25
70:15 71:1 72:6,8	129:8 132:8,13	212:1 213:8,11,19	268:9,11,17,25
72:11,16,20 73:9	133:13,20 135:16	214:5,7,17,20	269:7,19 270:11
74:13 75:2,18	135:18 136:1,5,17	215:3,6,8,14,17,25	270:13,21 271:7
76:6,8,14,20 77:5	136:22 137:24	218:1,10,24 219:3	271:16,19,22
77:13,17,19 78:3,6	138:12,19,23	219:12,17,19,24	272:3,5,11,25
78:9,10,22,23 79:8	139:9 140:12,22	220:5,9,11,13	273:1,8,12 274:10
79:11,13,18 80:14	140:24 143:21	223:8,10,16,22	274:12,15,25
80:19,20 81:3	144:5,11 145:14	224:6,11,21 225:1	275:12,15 276:5
83:13,22 84:14,19	145:23 146:2	225:3,6 226:17,21	277:18,23,23
85:2,4 86:8,14,15	147:8 148:11	227:1,5,12 228:4	278:2,13 279:7,9
86:25 87:19 88:11	150:21 151:9,15	228:13,18 229:2,8	280:3,5,5,7,9,13
89:11,12,24 90:5,6	153:3 154:13	229:21 230:17,19	280:23 281:4
90:16 91:5,8,11,19	159:2 160:3 162:2	230:24 231:10,20	282:15 283:1,24
91:24 92:13,19	163:5,14 164:21	231:23 232:6,10	284:1,3,4,12,17,17
93:1 94:25 95:6	165:16,20 166:9	232:18 233:4,8,11	284:24 285:9
97:4,5,6,8,11,13	166:12 167:3,6	233:19,22 234:7	290:17,25 291:4
97:21,24,25 98:7	168:1,23,25	234:10,25 235:5	291:22 292:1,7,9
98:18,25 99:12,16	169:15,17,24	235:10,17 236:3	rights 221:1
99:20 100:15,17	170:5,21 171:12	237:13,21 238:5	285:22
100:23,25 101:7	172:1,9,19 174:17	238:14 240:5,14	rigorous 96:6
101:11,12,16,24	175:22 176:1,12	241:12,17,19	ring 178:5
102:4,10,13,19	176:16 177:2,6,17	242:16 243:11,13	

risk 106:11 227:22 228:16,20 risks 134:13 rmmslegal.com 2:6,6 robert 163:15,24 177:22 roche 134:9,18 roi 180:25 role 10:23 12:7,8,9 18:6 22:6 133:1 231:17 roles 18:12 roughly 288:2 round 97:20 rows 156:3 rule 95:21 120:15 ruled 58:16 run 118:5 174:14 190:7 rural 88:6 rvo 39:9,20 40:1 40:12,18 121:4 ryan 1:20 6:22 15:10 16:8,11 20:24 21:5,8,9 22:17 24:20	56:13,17,18 60:5,7 73:11,15,19,20 77:22 82:5 83:24 89:9 103:6,23,24 115:17 119:17 124:20 125:11,25 126:17,24 127:3 127:23 128:3,4,6,9 128:11,16 135:7 142:8 147:23 148:21,25 149:14 150:9 151:12 154:23,24 155:3,4 156:1 157:14,15 157:22 171:24 175:15 180:11,12 180:13 181:8,11 182:7,18,21 183:1 190:22 195:8 198:13,20 200:15 200:22 205:19 206:12,16 207:23 226:18,24 237:22 239:16,23 242:9 243:22 244:4 245:25 246:1,2,8 246:23 247:2,7,8 248:19,23 249:20 249:25 251:21,22 252:2 253:16,18 254:22 255:18,21 256:4,9,10,19 257:2,25 258:12 258:15 259:22 260:6,9,9,19,20,22 272:6,9,23 273:2,7 276:10 280:13 282:2,4 290:23 291:4 salespeople 196:7	saline 234:4 sample 23:5,13 36:22 143:12,13 207:19 260:3 265:25 sampled 143:22 samples 250:1 sampling 19:9,14 19:16 27:2,14 58:14 283:3 satisfies 55:24 satisfy 56:3,7 261:14,20 saw 50:17 saying 32:1,1,24 53:3 59:18 62:10 63:9 83:17,19 97:23 172:12 203:6 says 20:20 31:8 38:6 40:4 45:12 45:20 46:3,3,12 70:22 76:2,6 85:17 90:2,16,23 92:14 97:7 99:19 101:19 102:11 104:7,17,18 108:7 108:9 109:23 129:12 135:23 146:2 147:9 148:19 163:20 164:14 168:14 169:7 170:9 172:21 179:23 187:24 189:2 191:4 193:15 202:7,9,14,23 203:10 218:14 219:20 220:14,25 223:21 224:22 226:11 232:17	257:16 263:4,17 263:24 264:10 265:4 267:2 268:5 280:8 281:3 284:2 288:11 scanned 63:5 scenario 246:7 schedule 41:11,14 42:10 43:8 50:14 50:19 75:18,23 76:3,11 77:5,7,11 77:19 78:6 79:3 85:15 102:13,21 103:1,7,11,12,14 103:15,22 107:2 108:6 217:8 234:6 240:23 241:7 261:17,19 268:12 schedules 46:5,14 scheme 165:5,11 187:7 192:4 193:3 193:15 scholer 1:17 2:9 2:15 6:19 school 69:13 sciences 215:6 scientific 214:5 242:13 scope 31:2 55:11 55:14 127:6 143:11 146:22,23 158:2,4,8 161:20 164:10 165:9 166:3 170:17 172:3 176:18 189:19 196:1 212:21 213:13 215:9 221:17 222:6 224:9,14 226:1 227:11 228:2,15 229:3
s			
s 2:1 3:6 262:21 safe 231:25 safety 231:8 271:21 275:22 salaries 240:24 241:8 sale 183:2 sales 34:7 35:7,9 35:10,12 39:12,13 40:12 41:22,25 47:6,10,23 48:3,3 48:14 49:1,12 51:4,17 53:9			

236:6,13 237:12 237:20 261:25 284:5 288:17 289:6,25 screen 14:4 81:13 seal 293:19 sealed 292:1 searching 75:4 second 38:4 44:17 64:11 84:11 92:9 105:1 108:4 111:25 113:3 148:18 150:7 207:25 208:18 264:4 267:1 271:24 283:8 286:17 secondary 33:2,12 125:19,21 126:7,8 126:10,18,20 128:7 210:17 section 137:5 220:15 223:19 224:3,4 254:17 see 16:3 31:7,8 34:4 36:2 38:13 43:17 45:13,24 46:15 54:24 55:7 55:20 75:24 76:4 76:21,23 77:9,15 79:16 83:17,19,20 91:3 92:14 100:5 100:8 101:21,23 104:10,19 114:10 115:7,8 118:1,3 121:25 122:10 125:4,22 126:13 132:20 139:23 146:13 147:12,23 149:23 150:17,20 161:10 162:24,25	163:6 164:2,3,19 164:20 165:3,24 167:1 168:18 170:25 172:23 173:23 174:5,6,15 175:11 178:17 179:13 180:5 181:4 184:19 187:10 188:6,12 188:20 189:11,12 191:16 192:6,25 193:19,20 195:18 197:11 201:23 202:10,20 203:4,7 203:23 204:4,24 216:8 218:13,15 219:18,23 220:5 220:19,21 224:4 224:24 226:9,10 226:15 235:18 250:6 256:4 260:3 263:15,22 264:1,7 264:14,19 265:10 267:11,12 271:12 275:13 278:14,16 278:17 279:1 283:19,23 286:16 287:14,24 288:21 seeing 122:12 147:18 188:8 197:23 218:11 249:3 250:8 264:5 seeking 289:6 seen 22:2 30:4 59:16 85:3 88:23 93:17 96:20 104:9 119:14 130:10 159:22 165:6 174:21 186:15 197:11,15,16,17 197:18 252:21	291:13 segment 204:13,17 segregate 41:18 63:1 65:17 121:5 125:11,25 segregation 47:14 select 146:10,18 selected 160:12 selecting 204:20 selection 202:9 selling 155:18,22 157:18 159:11,22 161:2 191:8 252:20 260:5 sells 54:8 sending 259:4 senior 11:13 24:14 27:9 163:3 175:3 178:16 seniors 191:14 sense 12:8 134:6 142:25 167:17 210:18 250:7 sensitive 6:5 131:15 sent 37:13 38:2 150:23 sentence 135:22 148:18 150:7 166:22 168:11 181:6 220:25 separated 104:4 182:1 separately 24:15 102:25 september 90:3 101:18 109:21 130:2 216:2,7 262:16,17 268:22 sequence 266:6	series 44:9 73:18 266:9 served 217:6 service 3:12 130:1 130:7 services 3:17 146:6,11,18 185:16,23 202:15 202:17 serving 9:25 set 19:15,19 44:5 64:1 83:3 124:22 126:6 184:10 234:6 240:20 266:13 279:9 289:3 sets 15:24 40:19 40:23 settled 192:15 settlement 13:11 13:16,20 seven 35:4 41:1,24 78:17 87:3,7 88:14 89:3,9 265:16 shape 11:11 share 28:9 39:21 48:12,13 49:21 51:3,16,23 61:14 73:19 79:20,24 88:16 89:4 103:6 110:9,11 111:20 112:4,11,23,23 113:7,8,11,13,14 113:18,20,21 114:19 115:5 116:25 118:9 120:11,13,17 121:12 132:17,23 133:11,18,19 134:3,4,7,8,21
--	--	--	--

141:7 182:21 194:6 204:5,7,13 204:24 207:23 228:25 242:7,8 243:21 253:20 272:6,9,9,23 273:2 276:10 282:2,4 283:10,11 290:23 shared 182:7 shares 112:15 113:25 117:24 sharing 138:7 193:14,23 194:3 194:10 195:17,23 sheet 154:4 sherman 175:3,13 175:23 shocking 149:8 short 32:16 shorthand 293:11 shortly 27:11 90:1 show 34:21,23 35:9 41:2 85:25 99:6 111:7 152:9 199:19 258:11 showed 153:16 263:8 showing 282:4 shown 44:6 146:8 155:1 shows 80:6 82:21 84:23 85:12 96:11 263:13 sic 17:22 30:11 113:21 211:19 212:13 216:20 235:11,12,25 side 106:13,24 107:14,14 115:2 132:22,22 219:19 279:10	signals 140:13 signature 293:21 significance 131:1 significant 45:24 51:15 101:25 103:23 139:18 201:5 289:17 similar 21:1 66:24 79:5 117:24 246:1 similarly 33:7 simple 272:16 simply 17:25 70:16 95:4 146:12 146:19 161:7 168:6 singer 262:19,21 single 59:2,4 120:8 276:12 singled 191:6 sir 43:14 124:8 sit 160:18,19 188:11 255:9 279:5 285:2 sitting 76:10 103:19 190:15 285:6 situation 11:17 52:11,14,16,18 53:16 74:8 situations 74:12 206:10 siwik 2:2 7:4,18 six 35:4 40:25 41:24 78:17 126:11 179:1 180:17,18 sixth 105:7 170:9 179:22 191:4 size 73:24 143:11 228:10	skill 214:16 skills 246:19 slide 75:21 76:1 77:25 79:4 85:11 87:11 97:1 99:4,4 107:18,23 108:1 121:11 174:18 181:2 270:14 271:7 273:21,24 274:25 275:3,5 277:8,10 278:7,7 279:16,21,22,24 280:8,22 281:3 282:12 283:15,15 284:2 287:15,17 287:19,21,23 288:3,6,9,11 289:3 slides 121:7 slope 116:2 small 12:14 39:21 50:23 73:19 84:13 146:9,16 smaller 59:25 141:23 142:8 155:5 207:21 society 4:16 44:8 54:14 269:21 270:2 software 25:1 sold 48:5 solomon 2:25 6:20 solutions 6:21,23 solved 261:8 268:12 somebody 171:21 266:19 somebody's 81:14 somewhat 49:16 67:6 68:21 73:16 76:21 101:20 117:24	sooner 107:21,21 214:15 sophisticated 211:25 sorry 9:20 10:10 10:11 14:2,11 15:16 18:21 19:2 25:10,11 27:17 31:21 32:8 35:24 42:12 44:13 49:7 49:13 50:25 53:12 53:13 58:24 67:19 75:5,11 80:7 81:12,22 87:13 94:15,22 95:12 96:13 99:21 106:22 107:9 111:15 114:13 118:11 123:3 128:20 132:19 133:14,15 138:25 139:23 140:8 144:3,15 147:24 148:17 149:3,24 153:5,10 155:2 156:14 157:9 159:9 169:12 177:9 178:13 180:17 181:22 183:2 184:13,18 186:12 193:8,24 196:6 197:13 198:10,25 199:22 200:18 202:8 204:1 207:1 213:20 216:23 222:9,11,13,23 227:24 235:15,17 238:3 240:2 241:1 249:1,3 255:3 266:25 267:20
--	---	--	--

270:6,14 272:1,12 272:13,15,18 274:2 277:5 278:4 282:14,17 283:15 284:16 288:15 sort 51:24 sought 201:24 sound 128:18 sounded 47:2 sounds 26:4 106:14 128:23 169:25 212:20 246:13 source 26:7,18,19 80:13 sources 26:10,16 272:10,24 273:2 southwest 8:13 sp 24:14 speak 64:15 162:17 163:16 175:13 177:23 speaking 29:12 175:19 222:12 special 146:7 specialist 74:7 specialists 4:17 44:8 54:14 63:24 65:15 90:24 101:19 102:8 259:5,11,15 263:9 269:22 270:2 specific 10:24,25 11:5 13:5 27:7,16 29:3 41:18,19 56:11,19 59:22 101:3 141:16 143:2,6 157:20 159:21 160:16 164:1,6,16 176:20 190:11,13 192:19	196:13 201:3 204:9 247:5 250:6 251:1,18 256:14 256:16,16 284:6 290:5 specifically 10:6 14:15 19:21 27:12 28:2 31:13 32:6 32:21 34:12 67:20 108:2 142:19 150:24 199:9 223:15 243:10 259:1 specifics 27:18 61:8 199:14 spell 15:13 spend 60:10,12 69:6 73:22 74:15 74:19 147:21 244:7,24 247:14 250:4,10 251:10 251:23 252:23,23 253:4,5,14 254:11 255:8 256:11,17 256:25 spending 62:5,19 68:23 70:19 164:18 244:4 245:2 253:12,20 255:13,23 256:4 256:10,20 spent 60:18,19 61:1,6,9,15,23 67:16 70:11 72:7 73:5,11,23 74:5,9 147:10 243:9,14 244:1 249:24 257:17 split 136:11,15 spoke 27:9 175:18 178:2,20 196:7	spoken 172:17 spreading 69:20 spreadsheet 17:1 152:5 spreadsheets 16:23 17:7 square 2:11 stabilized 55:20 stable 113:16 stack 75:4 staff 15:4,8 20:23 stand 64:24 113:24 123:14 185:2 206:1 229:9 269:8 285:7 292:12 standard 1:19 14:19 56:22 83:14 85:8 125:1,13 standards 48:6 60:13 61:16 standing 293:5 stands 96:5 start 10:16 37:25 75:23 87:22 110:4 115:20,21 127:19 145:21 156:14 200:25 215:14 217:3 219:12 started 97:17 114:23 122:15 149:25 200:11 201:14 starting 163:20 248:13 276:8 starts 136:18 166:22 168:12 191:3 232:8 248:5 state 6:24 8:10 33:22 129:15 143:24 192:5,10	285:10 stated 82:1 statement 43:1 45:12 161:22,25 164:20 166:1 167:18 169:18 176:7 224:17 250:7 286:7 statements 96:22 134:11 states 1:1 3:13 6:14 9:24 14:18 17:22 36:19 63:16 74:2,17 144:16,17 145:4,7,16 149:10 150:5 160:21 162:21 163:12 165:20 166:20 180:21,21 185:20 192:22 220:15 224:2 249:11,21 stating 191:7 statis 118:23 statistical 118:7 118:23 status 197:21 199:18 206:25 207:8 221:19 265:23 272:3 273:10,11 statute 162:23 163:1 186:7 187:8 187:14 190:18 192:4 statutes 192:5 stay 64:17 steady 115:9,17 steers 281:19 steps 141:10 205:18
--	---	--	--

stick 101:6 sticker 270:7 stone 61:22 stop 12:11 straight 8:17 strategic 12:12 strategy 18:10 19:12 27:10 178:17 274:4 street 2:4,16 8:12 strength 100:12 stricken 285:25 strictly 48:7 strike 73:24 127:18 156:14 191:22 283:13 strong 205:23 stronger 263:19 structure 194:25 studies 45:21 69:23 111:9 146:8 204:12 study 66:19 67:3 68:4 89:25 99:24 248:19,22 249:17 249:19 251:15 252:24 253:6,11 254:6,10 255:15 265:21 studying 69:14 subfoveal 278:1 278:11 subheading 151:12 subject 139:16 227:15 286:3 submit 19:1 submits 223:25 submitted 7:13 8:21 9:4 168:9	submitting 188:16 subpart 224:21 subset 65:14 157:21 221:1 283:6 subsidize 164:24 subsidized 163:2 substantial 48:2,3 48:11 49:18 52:6 88:16 107:16 139:17 201:5 substantially 42:5 137:8 subtract 97:15 183:7 subtracted 43:5 succ 214:13 succeed 137:12 success 32:7,11 34:8 40:14 43:5 43:12 46:24 47:11 47:23,25 48:6,9,25 49:11,18 54:3,7 55:12 56:14,25 57:3 58:9 66:10 71:11,18,21 77:22 81:10 82:6,14 83:23 84:23 91:23 103:4,13 110:21 121:24 125:9 126:1 127:16 133:25 137:7 141:8 163:9 167:4 169:17 187:15 205:7,9,10 209:1 209:11,25 210:16 210:22 211:3,11 211:18 212:1,19 212:24 214:8,12 221:12 238:6,10 238:17,21,23	239:6,17 240:12 289:22 290:4 successful 43:10 47:18 56:24 71:23 successfully 214:14 227:18 266:7 sudden 200:10 sued 145:16 186:6 sufficient 36:21 37:2 64:22 70:2 sufficiently 89:13 89:15 suggest 24:5 50:14 96:20 154:18 161:12,13 suggested 181:15 suggesting 263:7 suggests 50:11 116:7 140:4 289:11 suite 2:4,11 sum 155:7 summarized 12:4 summary 3:11 130:1,6 282:3 superior 203:1,7,7 superiority 111:10 supervision 293:12 supplement 135:25 284:14 supplemental 136:4 138:3 139:5 139:7,8 supplementation 286:4 supplements 284:20 supply 119:8,22	support 18:19 83:1 244:2 285:20 supports 89:2 suppose 121:6 129:20 290:14 supposed 81:9 87:23 136:11 sure 15:12 16:24 17:5,16 18:23,23 20:11 21:25 23:19 26:18 41:20 42:17 46:11 49:9 64:13 76:2 78:20 81:24 87:10,17 91:21 95:16 102:16 106:24 110:2 112:25 116:19 119:8 120:4 121:2 121:21 122:15 124:14 130:12 133:8,16 142:11 143:15 150:2 151:8,22 157:2 171:19,20 176:23 183:11 186:14 204:10 207:3 213:21 220:4 221:2 247:6,16,25 249:2 254:18 259:8,24 267:21 284:18 285:14 286:5 290:15 surprise 29:7 116:19,21 119:19 253:3,25 254:4 surprised 147:22 148:8,25 201:23 244:22 260:4 281:16 surprising 51:13 73:10 93:23 94:17
--	---	---	--

103:17 170:25 259:19 260:8 283:9 survey 4:18,19 35:2 41:21 50:17 75:22 85:25 92:11 102:7,19 112:9 263:8,13 269:23 270:3 271:10 273:9,18,22 274:20,22 275:1 277:1,4 278:9 279:12,16 282:13 282:13,22 289:11 surveys 34:22,22 41:2 64:4 270:10 suspect 222:20,25 susvimo 202:25 swear 7:20 sweeteners 199:5 switch 95:22 176:15 195:22 204:17 switched 110:11 110:14,23 119:6 120:18,22 121:18 122:1,12 123:6 196:9 203:24 204:5,25 switching 110:24 110:25 195:13 sworn 7:25 293:8 syringe 116:14,24 117:4,7 119:1,2,13 119:15,17,18 120:7 syringes 119:6 system 53:22 101:7 155:17 191:13	systemic 106:11 systems 268:15 t t 3:6 293:2,2 t&e 266:21 267:7 table 39:22 40:1 41:8 154:16 155:1 209:20 254:13 tactics 142:3 tag 161:15 tainted 188:18 take 6:8 8:18 9:13 17:20 21:6 25:12 30:8 37:20 39:25 44:2,15 54:13 64:12 66:12 67:2 67:13 74:22 75:21 86:5 89:17,18 90:12 92:1 97:1 97:15 99:20,22 100:17 101:16 104:6,20 107:18 108:15,18 111:19 114:9,10 116:25 120:16 123:11 124:17,21 125:17 126:5 128:25 131:20 135:9 136:17 144:11 145:23 147:8 148:11 153:3 156:12 157:17 160:23 162:14,20 163:7,19 165:16 165:23 166:19,22 168:10 172:9,19 173:15 174:17,24 174:25 177:6,17 178:9,22 179:8,21 180:7,14 181:18 183:9,14 184:25	186:19 187:21 188:22 190:6 191:2,24 192:21 195:6 197:13 202:22 208:18,20 208:24 215:17,19 216:6 218:1,3 223:17 224:16 226:6 229:6 232:6 234:11 240:19,20 263:3 264:3,9 266:11 269:5 270:13 271:7 272:5 279:11 283:14 286:14 taken 1:16 6:11 22:20 65:1 109:8 123:16 127:10 141:10 185:5 229:11 263:12 269:10 293:6 takes 101:8 talk 10:15 18:7 19:13 48:17 106:15 139:13 144:4 175:17 199:14 talked 13:4 16:13 16:16 22:1,6 24:2 24:3 37:5 99:5 196:18 198:4 199:10 218:18 227:10 244:18 245:11 talking 54:23 64:1 65:9 75:6 95:17 100:12 101:3 108:21 152:24 156:3 173:20 250:10 254:20 261:2 276:3	286:11 talks 126:6 193:12 target 35:16 68:21 69:11 targeted 66:3 targeting 10:13 67:5 259:10,14,18 task 141:4 taught 42:19 taxpayers 191:14 team 11:2 16:16 36:10 technical 105:20 106:5 233:13 259:5 technically 233:12 technology 213:1 tell 14:3 17:5 70:2 74:3 77:3,10 78:20 83:8 116:18 118:6 133:3,5 152:2,6 154:3 183:11 190:3 215:18 226:5,5 272:15,18 287:2 289:18 293:8 tells 80:4 86:2 223:23 ten 153:19 tends 132:8 207:23 283:8 tens 149:14 150:9 terifay 163:16,25 164:15 179:24 term 29:8 102:14 168:4,5 222:9,18 223:11 224:1 terms 48:9 52:13 54:2 71:3 94:25 95:1 105:12 115:5 133:7 167:15
---	--	---	--

223:19 242:21 255:18 263:20 264:10 281:9 283:12 285:23 286:8 288:21 tertiary 33:4,14 108:5 127:21,24 128:1,8 testified 8:1 175:4 211:25 testify 7:25 testimony 3:2 123:23 175:2 213:4 269:17 285:5,7 292:14 293:6,10,14 tests 135:20 teva 4:9 208:21 209:4,7 210:1,6,20 text 124:17,22 126:6 168:10 191:3 thank 8:4,9 9:7 65:6 109:13 123:20 185:1,11 197:9 208:16 223:8 277:7 291:15 292:7 thanks 114:15 151:23 theory 83:23 86:2 169:19 171:14 177:2 213:14,21 therapeutic 92:5 92:13,17 93:9 95:19,21 105:6,11 108:8,9 197:18 202:18 230:23 251:1 261:18 therapies 65:23 89:6 198:7 268:15	therapy 4:15 146:5 208:1 262:19,24 263:7 281:17,18,22 282:23 283:5,9 thereof 293:17 thibault 184:17,20 thing 29:9 56:2 58:20 59:2,4 104:23 142:18 177:7,10 242:6 276:3 things 11:18 15:21 16:5 24:2 27:5 58:16 59:1 84:17 90:8 92:3 101:14 102:24 103:17 105:15 110:1 122:13,17 156:2 177:1 193:12 196:17 197:15 199:12 210:4 227:13 242:1,1 264:4 think 12:4 15:25 16:24 20:24 30:5 39:19 43:13 48:21 52:15,16 54:2 56:19,22 57:6 59:22 62:16 63:23 64:21 69:16 74:8 75:3 79:1 82:2 87:4,4 89:2 93:4 93:21 96:18 102:24 103:25 114:3 115:24,25 119:2,20 120:5 129:2 133:21 135:10 140:12 155:1 168:24 176:24 192:19	199:17 202:3 231:11 232:23 233:25 244:18 247:23 255:23 256:15,18 257:10 260:21 273:15 274:18 281:5 283:2,17 285:5,13 287:21 289:16 291:19,22 thinking 57:19 111:17 148:4 thinks 59:1 third 60:3 105:4 151:11 194:4 thirds 60:2,5,8 thirty 88:19 thought 36:4 48:22 63:2 71:1 88:1 94:13,14 119:21 129:20 211:2 212:4 216:24 280:12 threats 11:20 three 45:13,21 54:24 55:5,17 97:9,16 217:2,2 thromboembolic 106:10 tie 89:8 tied 11:5 57:4 73:16 246:23 284:3 tier 198:8,13,19,24 199:6,18 205:4,18 206:15,24 207:8 time 1:19 6:7,24 7:19 10:15 11:1,1 13:8,9 44:16 49:21,23 50:4 55:18 64:24 65:4	68:4 70:12,19 79:7 83:15 97:17 104:24 109:5,9 112:5,21 115:10 116:10,20 117:23 118:21,22 120:23 120:23 121:8 123:14,17 125:2 133:12 134:7 139:17,25 140:7 147:21 154:24 156:5 157:19 165:23 169:2 185:3,6 207:21 215:3 229:9,12 247:19 255:5,14 257:14,20 260:22 269:8,12 276:11 283:4 286:3 291:21 292:13 293:7 times 8:15 63:4 163:23 191:9 238:20 258:8 265:16 timing 13:14,17 276:2 title 21:20,21 220:15 251:3 titled 3:8,16 4:3,5 97:3 111:20 114:19 120:17 129:24 130:5 131:23 145:3 185:15,23 196:22 197:2,3 223:18 226:8 249:9 262:17 272:23 274:3 275:8 278:21
---	--	--	---

today 6:22 7:5,9 17:8 76:10 90:10 103:20 167:13 190:15,21 260:18 269:17 285:2,6 286:2 287:1 289:8	292:4 transcription 293:13 translate 291:3 trap 42:20 99:25 101:20 travel 88:6 242:15 traveling 88:10,13 88:14 treat 38:16 55:4 55:10,17,23 76:22 237:14 267:7 274:9,10,13 277:13,25 278:10	289:19,21 treatments 49:25 51:22 55:18 64:3 100:4 104:10 123:5 136:23 trend 115:18,19 115:20 116:7 118:2,20,21 122:3 122:4 207:20 276:10 trends 4:18 35:10 269:22 270:3 trial 1:3 6:15 50:13 57:14 93:12	272:16 288:24 trying 12:9 39:1 43:15 47:4 71:2 79:18 81:14 181:22 199:25 217:6 274:23 turn 9:15,18 14:14 18:18 38:22 54:22 219:17 235:6 248:3 257:7 260:24 272:16 273:18 274:25 277:8 278:18 280:21
today's 292:14 told 21:17 142:9 143:18 152:11,19 153:23 154:6 163:10 178:1 183:21 195:11 236:7 tolerability 231:8 top 54:23 120:25 148:9 159:23 166:23 191:8 256:15 279:7 290:13 topic 27:7 tot 250:3 total 39:21 40:2 41:9,10,21 147:20 147:23 148:7,23 148:24 153:17 155:2,7,25 157:14 159:13 182:7,18 183:20 243:13,16 248:23 249:20 250:3 253:18 254:3 touched 10:25 track 230:7 tracked 250:4 trademark 1:1 6:15 223:24 285:4 trained 106:16 transcribed 293:12 transcript 1:24 108:22 291:25	treated 55:4 76:3 76:16,16 79:9 88:24 94:2 268:8 treating 124:23 treatment 32:25 33:9 34:10 38:7 39:15 45:11 46:17 54:24 55:6,11,16 56:3 57:23 60:15 71:5,9 76:11,18 78:1,4 80:18 82:10 83:5,8,9,15 83:18,20 84:1,7 87:23 88:2,4 94:4 94:5 95:24 98:6 98:21,22 127:5,13 127:17 128:15,16 134:14 135:20 167:11,20,22,22 192:24 193:5 217:8 244:21 264:12 265:14 266:3,21 267:18 268:24 270:18 274:4 278:23 280:1,2,20 287:24 288:12,22 289:2	tried 40:16 107:7 121:24 227:23,24 true 26:14 39:4 46:19 54:5 71:24 72:13 78:17 80:22 92:5 94:19 113:16 116:4 129:10 131:19 155:14 161:13,22,23 166:1,4 170:21 171:7 176:24 181:16 183:24 191:18 207:3,11 231:22 238:17 244:25 245:10 281:2 293:14 trustworthy 23:23 truth 17:5 190:3 293:9,9,10 truthful 23:23 truthfulness 68:16 try 13:23 14:11 41:20 59:1 63:11 79:21 99:12 127:17 151:3 182:25 230:8 248:2 264:7	turns 267:3 281:23 twice 163:21 191:19 257:22,23 258:4,8 259:20 two 15:4,5,8,14 23:10 24:14 33:3 33:12 38:10 45:7 58:18 60:2,5,8,24 61:7,10 97:4 98:24 99:16 102:17 119:9,10 139:21 148:24 191:9 258:8 264:17 267:2 268:8 273:14 278:18 283:2 type 12:9 52:17 142:18 143:23 189:14 200:25 204:19 225:24 246:7 types 36:3 64:7 122:11 174:19 189:25 190:7 194:13,20 197:12 215:10 241:19

253:6 typical 53:19 85:10,24 87:13,15 94:8 96:21 255:8 typically 10:24 11:5 96:19 171:16 190:4 198:5,21 199:19 259:3	229:25 232:14 236:17 245:16 247:24 258:20 understanding 32:4,9,17 42:7 56:5 62:4 101:1 131:13 136:8,9 141:20 143:18 147:3 151:16,18 152:22 164:4 193:21 194:1 198:5 200:9 201:9 210:9 212:17 214:11 216:13 221:13 223:11 226:22 227:6 230:5,21 231:1 233:15 240:17 241:13,14,21 245:23 258:16,19 286:1 understood 29:12 32:11 175:6 206:7 236:19 248:11 undertaking 72:1 unfair 186:24 uninsured 52:21 unique 80:3 161:23 205:11 unit 6:10 65:3 109:6,10 117:7 119:17 185:7 229:14 269:9,13 united 1:1 3:13 6:14 36:19 63:16 74:2,16 144:16,17 145:4,7,16 149:10 150:5 160:21 162:21 163:12 166:20 185:20 220:15 224:2	249:11,21 university 15:11 unneeded 147:5 unpleasant 57:25 261:14 unqual 289:25 unsurprisingly 199:13 untruthful 20:6 unusual 73:25 107:14 153:2 202:3 256:2 258:14 update 109:21 111:20 112:23 114:19 120:18 updated 220:7 upper 138:18 157:18 169:11,12 uptake 171:1 upward 122:4 urman 15:12,18 usage 40:7 276:7 usc 223:19 224:3 use 9:5 12:23 30:13 35:21 39:8 40:17,23 41:20 46:3,12 50:11 68:22 91:1,12,16 91:17 92:24 93:3 93:18,22 96:8,12 96:14 99:3 104:2 104:22 134:14,20 142:22 156:8 171:21 193:17 226:19 227:4 229:2 232:20,21 237:14 274:9 275:10,17 281:10 283:12 291:10,20	users 78:24 uses 35:15 111:14 230:18 237:22 usually 101:5 129:17 138:23 utilization 13:3 39:21 40:20 49:22 49:23 50:4,5 51:22 52:5 64:7 86:1 122:4,14,19 169:23 201:22 282:20 283:6,7 utilizing 37:12
u		v	
u.s. 11:21 145:2 148:13 170:7 216:9,12 217:5,12 217:14,17,20 220:17 221:23,24 221:24,25,25 224:7 235:7,13,21 235:22,22 248:24 253:13,18 256:19 270:24 271:3,14 271:19,22 273:12 275:8 277:24 278:9,23 uh 153:7 165:19 278:20 ultimately 13:19 16:18 210:21 213:17,24 un 51:25 unclear 78:19 207:2 uncontroversial 146:25 147:5 undercut 87:22 underlying 98:10 230:4 254:18 understand 26:22 26:23 29:18,23 33:23 39:20 42:15 47:4 91:11 97:14 97:22 171:19 204:8 227:7		v 4:9 166:20 208:21 209:4,7 210:1,6 vague 141:17 valid 214:22 validate 20:8 143:10 validity 214:9 value 87:23 161:17 200:16,17 237:9,16,17 239:14 valued 83:10 valuing 111:2 variation 93:24,25 118:22 variety 11:9,13 15:21 34:20 147:1 186:8 223:13 231:3 241:22 260:11 281:21 291:11 various 69:24 233:1 242:4 276:22 285:21 vary 283:4	

vascular 4:6 131:23 196:22 197:4 vastly 205:24 veg 58:6 245:2 vegf 4:13 33:2,11 39:21 42:19 45:13 45:22 49:24,24 51:22 54:24 63:21 64:2 65:11,23 74:3 79:9 99:24 101:20 110:10 202:6 203:1,15 208:12 227:4 245:3 257:16 259:16 262:18,23 263:6 275:25 279:25 280:25 281:7 282:1 283:20 vein 38:8 44:11 verify 29:24 36:23 veritext 6:20,22 versus 3:13,17 39:13 79:22 135:7 140:14 144:18 145:4,8 150:5 185:18,24 205:6 210:20 237:17 238:15 242:14 289:20 vial 117:8 120:8 vice 179:4 video 6:7,10 7:11 videographer 2:25 6:1,21 7:19 8:5 14:3 64:23 65:2 81:16,18 108:19 109:5,9 123:13,17 185:2,6 229:8,12 269:7,11 292:9,12	videotaped 1:15 vienna 8:13 view 16:14 111:9,9 116:6 187:1 236:17 vinny 2:24 81:16 81:18,20 violate 190:17 violated 187:8 192:4 violating 186:6 187:13 violation 192:11 virginia 8:13 virtually 149:17 150:11 vision 232:15 233:5,6,10 234:7 visit 87:21 visited 258:23 visiting 87:20 259:20 visits 86:7,12,24 87:16 88:7,11 100:13,23 257:12 257:16,19,24 258:4,5 260:9,19 271:5 visual 45:24 104:24 263:20 270:21 278:24 vitreo 195:11 voice 51:3,16,23 volume 9:18 142:18 vs 1:7 w wait 25:9 156:16 218:2 288:15 waiving 285:22	walked 179:24 walley 178:7 want 21:23 38:24 41:7 44:4 48:16 59:21 63:8,8 66:25 91:12 106:4 106:4,15 108:15 116:18 118:17 119:4 120:5 121:1 122:17 124:17 135:1 147:20 160:7,11 163:7 164:5 171:3 208:8 214:4 218:15 221:2 236:15 246:24 260:2,13 266:15,16 290:14 291:20 wanted 16:15,15 18:7 19:8 27:2,3,4 29:18 86:18 175:10 182:24 209:7 229:2 291:24 washington 1:18 12:20 wasted 69:18 water 50:25 wave 90:4 109:21 204:11 257:6 287:10 way 20:9 24:2 26:21 38:21 41:15 42:1,2 43:16,17 48:15,17 53:8 57:7 58:7 63:12 65:17 72:7 74:24 93:5 99:13 111:25 116:2 118:20 130:25 131:7 133:8 137:3	151:17 152:12 161:17 176:13 182:17 190:16 195:3 226:6 233:3 243:8 248:3 259:25 260:16,18 261:5 268:7 276:19 277:11 283:25 ways 48:21 we've 34:21 64:11 93:17 96:11 108:21 155:1 199:10 223:7 227:10 229:5 245:11 269:4 281:15,19,24 291:13 weak 210:22 211:3 weakened 211:11 website 168:12 191:4 249:24 wednesday 1:14 week 32:18,19 34:5,13 35:16 37:6 39:9,10 41:11,14,24 42:4,9 46:24 47:7,16 50:5,7,11,19 57:4 57:4,11,12,13,15 57:17,18 58:21 59:4,10,14 71:5,9 75:17 76:24 77:8 79:22 83:25 84:22 85:11,12,19,24 87:7,23 88:2,4 89:9 91:17,18 92:5,13,16 93:8,18 93:22 94:18 95:4 95:19,20,24,25 96:9,13 98:5
---	---	--	---

100:13,22 108:6 114:7 122:7 127:5 127:10,21,23 128:1 137:18 140:18 141:3,5 167:10 200:19 201:18 205:12,15 206:2 217:8 231:12,13 243:11 261:7,16,19 262:3 262:12 265:13 266:8 268:12 274:14,17,18 276:9,18 279:4 weekly 210:13 weeks 33:3,5,12 33:15 34:23,24 35:4,4,5 38:11 40:11,25 41:1,1,6 41:23 42:22 46:18 59:24,25 60:3 75:2 78:2,5,8,13 78:17,25 79:2,6,10 79:15 85:13,23,25 86:7,11,15,20,23 86:24 87:3,15,21 88:14 89:4 96:24 98:14 99:9 105:7 105:11 108:8,9 126:11,21 127:25 welfare 234:2 went 52:22 70:5 113:7 200:21 west 2:4,16 wet 40:24 41:9 52:3,3 55:19 109:22 111:20 112:15,15,23 113:12 114:19 120:17,22 139:14 175:8 176:4,15	192:24 193:4 204:5,13 268:25 271:12 272:24 273:3,11 274:4 277:13,17,25 278:11 281:1,8 282:3 wheth 120:6 whispering 6:5 wide 253:23 widely 187:24 wider 131:13 wilk 2:15 7:9 william 178:4 willing 54:4 140:5 140:6,8,9 171:17 195:22 wind 176:4 259:21 window 127:21,23 withdraw 288:24 witness 7:5,20 9:20,22 14:2 20:16 28:6,14,22 31:5,21 34:12 39:18 42:12,24 44:13 49:4,16 50:9,22 51:6 59:13 62:1 64:18 69:1 71:13 75:11 81:12,17,22 82:12 84:21 94:12,15 95:8 96:3 98:9 99:2 100:8 103:10 105:19 106:3 107:12 112:3 113:24 128:20 130:8 141:15 143:5 146:23 154:22 156:23 157:9 158:3,21 159:10 160:5	161:21 162:7 164:11 165:10 170:18 171:3,14 172:4 173:10 176:19 177:9 181:14 183:6 186:2 187:17 189:20 192:13 193:7,10 196:2,12 199:2,9 209:6,12 209:15,22 216:23 221:18 222:22 223:6 225:12 234:23 238:3,12 238:19 242:25 243:21 247:23 248:11,15 250:18 256:2 258:7 259:24 262:7 265:16,19 268:2 268:19 270:5 273:14 277:5 280:15 284:6 285:16 289:10 290:1,3 291:7 293:15,19 witnesses 286:11 word 91:20 232:24 wording 29:10 words 71:20 100:8 163:6 180:2 193:20 225:19 242:2 268:3,19 work 10:8,13,22 12:20 13:4 15:25 25:15 108:23 137:14 163:17 177:14,24 214:5 224:10 227:11 228:3,15 229:4 231:19,22 236:6	236:13 275:25 292:6 worked 11:9 15:1 15:2,5,9 23:25 213:2 working 70:8 255:11 works 96:8 144:8 world 102:25 191:15,20 215:11 247:17 worries 44:18 worry 165:1 worth 200:22 worthwhile 229:1 wrigley 69:15 write 284:14 writing 286:14 written 100:9 220:21 wrong 282:16 wu 2:23 7:10 www.regeneron.... 219:21
x			
x 3:1,6 4:1 5:1 142:25 x2 148:4 x3 148:4 xcenda 173:25 174:10			
y			
yeah 12:7 14:5 17:15 38:24 44:5 44:14 53:14 60:12 60:24 70:23 76:23 87:17 95:9 101:8 105:19 115:3 117:19 119:19 121:9 128:18			

138:10,21 144:15	z
158:3 160:6	zero 180:17,18
164:11 175:9	zirabev 203:1
181:23,25 189:20	zoom 2:3,23 20:25
197:25 199:25	23:18 24:23,25
203:9 206:3	25:1
215:18 218:13	
223:6 258:3	
271:25 277:9	
282:8 286:24	
292:2	
year 48:14 61:24	
72:10,13,15 97:5,6	
97:10,18 98:2,3,13	
98:21,21,22 99:15	
99:15 152:1	
153:19 154:8	
165:24 179:18	
201:3,3 207:4	
230:9 251:25	
256:11,19 265:2	
273:3 276:14	
282:3,18 290:23	
years 10:4 74:8	
89:11 97:4 148:7	
148:24 201:1,12	
213:5 229:24	
230:19 255:12	
256:17 264:17	
267:2 268:9	
yellow 125:6	
yep 9:21 45:3	
64:18 86:10	
112:20 118:12	
129:6 150:18	
172:15 173:19	
182:6 209:9	
248:13 257:11	
270:25 283:22	
york 2:16,16	

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.