

From: [Beavers, Timothy James](#)
To: [Searle, Anna](#); [Hoagland-Hanson, Kevin](#); [Cipriano, Linnea P](#); [DG-Goodwin-Tecan](#); [Weingaertner, Scott T](#); [Padro, John P](#)
Cc: [Berniker, Jessamyn](#); [Fletcher, Thomas](#); [Vincent, Nicholas](#); [Danaher-IDT](#)
Subject: RE: IPR2025-00015 and -00016
Date: Tuesday, August 5, 2025 9:46:59 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[2025.05.23 Tecan - Expert Engagement Letter - Matz signed_Redacted.pdf](#)

Counsel,

IDT's summary is not accurate. While we find it counterproductive to respond to each and every misrepresentation and rhetorical point, we specifically note the following, which were discussed by the parties in their prior correspondences and/or meet-and-confer but again misrepresented in your email. We also direct you to our original correspondence which accurately reflects our discussions.

1. Your allegations regarding Dr. Matz are incorrect. As we discussed and corresponded by email, Dr. Matz represented to Tecan that he had no conflicts or limitations on his testimony. We have attached a redacted version of our engagement letter with Dr. Matz reflecting this.
2. We likewise again ask that IDT provide any materials you may rely upon to avoid further prejudice to Tecan in connection with these issues.
3. Tecan did not and does not agree that any alleged "conflict of interest" as broadly defined and used by IDT warrants disqualification. Moreover, Tecan articulated during the call that the alleged confidential relationship must relate to the substance of these IPR proceedings, which IDT has failed to articulate beyond conclusory statements from counsel. In response, IDT refused to: (A) disclose what confidential information was shared with Dr. Matz and its relevance to the issues in the IPR, (B) disclose when the alleged engagement with Dr. Matz concluded; (C) explain how the substance of Dr. Matz's declaration is implicated in any alleged confidential relationship; and (D) provide the number of times in which they spoke to Dr. Matz, how long they spoke to Dr. Matz, how much he invoiced them for, and the subject of those specific discussions.
4. Tecan has actively sought ways to compromise but IDT has obstructed any such efforts, including by failing to articulate with any degree of specificity its concerns or provide alternatives based on the materials it has but refuses to disclose.
5. Tecan reserved the right to oppose IDT once IDT actually provides its position. IDT has thus far refused to do so beyond offering conclusory statements, which are insufficient to justify disqualification or the substantial prejudice to Tecan.

Thank you,
TJ

Timothy Beavers

he/him/his



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TBeavers@goodwinlaw.com



From: Searle, Anna <asearle@wc.com>

Sent: Wednesday, July 30, 2025 2:58 PM

To: Beavers, Timothy James <TBeavers@goodwinlaw.com>; Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>

Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>

Subject: RE: IPR2025-00015 and -00016

EXTERNAL

Counsel,

We understand that Tecan is continuing to refuse to provide IDT with a copy of its consulting agreement with Dr. Matz. This refusal is untenable, particularly in view of the Board's order that IDT file its motion by August 6. Please produce the agreement immediately.

Additionally, as previously indicated, we disagree that your summary of our meet and confer completely and accurately characterizes our conversation. We have identified further selected issues below.

- Tecan again asserted that Dr. Matz did not inform Tecan about his prior engagement with IDT, and in fact represented to Tecan that he had no conflict of interest or obligations that would prevent him from submitting his declaration. That was plainly untrue. Tecan informed IDT that Dr. Matz's representations were included in a written agreement Tecan (or counsel for Tecan) entered into with Dr. Matz, but Tecan again refused to provide IDT with a copy of that agreement.

- IDT explained to Tecan that the standard for disqualification is (1) whether it was objectively reasonable for IDT to believe it had a confidential relationship with Dr. Matz, and (2) whether IDT had confidential communications with Dr. Matz relating to these proceedings. Tecan did not dispute that that is the correct legal standard, and agreed that, in principle, a conflict of interest as defined by that standard is grounds for disqualification.
- IDT informed Tecan that no additional information is required to show that Dr. Matz's disqualification is therefore compelled, as it is clear from the face of the consulting agreement, which IDT has provided to Tecan, that IDT and Dr. Matz entered into a confidential relationship and that the conversations IDT had with Dr. Matz under that agreement related to the "Patent Litigation Between IDT and Tecan Genomics."
- IDT again informed Tecan that it had multiple substantive discussions under that consulting agreement with Dr. Matz—the lead author on one of IDT's invalidity references in these proceedings—directly related to the substantive issues in the district court and IPR proceedings, which are nearly completely overlapping, including the Meyer reference. IDT asked Tecan what it contends IDT's communications with the lead author of its lead invalidity reference in these proceedings could relate to other than the issues in the IPR proceedings and Tecan refused to provide a response.
- IDT asked Tecan to explain on what basis it contends IDT's substantive communications with its retained consultant relating to the patent litigation between IDT and Tecan would not be confidential and Tecan refused to provide a basis. IDT asked Tecan whether it considers Tecan's counsel's communications with Dr. Matz to be confidential and Tecan refused to provide its position.
- Tecan informed IDT that it cannot take a position on whether Dr. Matz should be disqualified without knowing the precise subject matter of IDT's communications with Dr. Matz, because Tecan's position is that only the portions of Dr. Matz's declaration concerning specific topics that IDT can prove it discussed with Dr. Matz should be excluded. Tecan did not cite any authority to support this position. IDT asked Tecan whether it would agree that Dr. Matz's entire declaration should be excluded if IDT had discussed all of the subject matter contained in the declaration with Dr. Matz and Tecan refused to provide its position.
- Tecan refused to propose any "compromise" remedy aside from suggesting IDT had

the burden to identify specific paragraphs within Dr. Matz's declaration that covered subject matter discussed by IDT and Dr. Matz to be considered for exclusion.

- IDT asked Tecan whether it intended to oppose Dr. Matz's disqualification on any bases other than that IDT did not disclose confidential information related to these proceedings to Dr. Matz, and Tecan refused to provide its position.

Thank you,
Anna

Anna E. Searle

Williams & Connolly LLP

680 Maine Avenue, S.W., Washington, DC 20024

202-434-5835 | asearle@wc.com | www.wc.com

From: Beavers, Timothy James <TBeavers@goodwinlaw.com>

Sent: Monday, July 28, 2025 7:17 PM

To: Searle, Anna <asearle@wc.com>; Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>

Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>

Subject: RE: IPR2025-00015 and -00016

Hi Anna,

Counsel of record for Tecan is unavailable during your proposed time slots. Tecan has proposed additional times below and included further edits in red. Please let us know if acceptable to IDT.

Beyond that, below our revisions, we have memorialized our discussion on Friday.

Thank you,
TJ

Dear Honorable Board,

On July 18, Patent Owner filed a declaration from Dr. Mikhail Matz, Ex. 2039, in support of its Patent Owner Responses in IPR2025-00015 and IPR2025-00016. Petitioner objects to Dr. Matz's declaration due to **an alleged** conflict of interest (IPR2025-00015, Paper 25;

IPR2025-00016, Paper 23) and seeks authorization to file two motions.

1. Petitioner seeks authorization to file a motion seeking to disqualify Dr. Matz. The parties conferred about this issue telephonically on July 25, 2025, and Patent Owner will oppose the motion.
2. Petitioner seeks authorization to submit *in camera* certain exhibits in support of the foregoing motion, specifically, exhibits memorializing the scope and subject matter of the confidential relationship between Dr. Matz and Petitioner's counsel. The parties conferred about this issue telephonically on July 25, 2025, and Patent Owner will oppose the request to the extent Patent Owner does not have notice of the information being relied upon and an opportunity to be heard on the merits of the arguments.

The parties are available at the following times:

- Monday, August 4, 10 am – 1 pm; 4-5 pm
- Tuesday, August 5, 10 am – 2 pm; 3 pm – 5 pm
- Wednesday, August 6, 10 am – 5 pm
- Thursday, August 7, 10 am – 12:30 pm; 4 pm – 5 pm

Memorialization of July 25, 2025 Meet-and-Confer Between Tecan and IDT

- For Tecan, Linnea Cipriano, John Padro, and TJ Beavers were in attendance. For IDT, Kevin Hoagland-Hanson and Anna Searle were in attendance.
- Tecan again requested that IDT explain how any alleged communications between W&C and Dr. Matz relate to the IPRs and the issues raised therein. IDT once again refused to provide any more specificity than the conclusion that the communications “directly related” to the issues in Dr. Matz’s declaration. IDT’s position remained that it had no further obligation to disclose or provide additional information. IDT refused to confirm whether the communications were specific to Meyer or even the IPRs at issue (or related to some other aspect of the district court litigation). IDT also refused to identify specific portions of Dr. Matz’s declaration or to explain how those communications were directly related.
- Tecan further sought an explanation of what confidential information was shared by W&C with Dr. Matz (and how that information was relevant to the issues in the IPRs). Again, Tecan explained its concerns that Dr. Matz’s declaration concerns his own public disclosures and work, and so Tecan did not understand what confidential information could have been shared with him and was also relevant to the IPRs. IDT disagreed that this was the standard and refused to provide more information.
- IDT refused to produce documents supporting their claims beyond the engagement letter

already provided and potentially a privilege log. IDT insisted on potentially offering an in-camera review of materials to the PTAB but without sharing those materials with Tecan first. Tecan made clear that it is concerned with not being provided the information needed to fairly defend against IDT's claims. This is why it requested copies of all such documents that IDT might rely upon and was amenable to a protective order to agree on access and use of these materials. Tecan also explained that it remains unclear how any alleged prior conversations relate to the substance of Dr. Matz's declaration and took no position on their potential confidentiality given the limited information provided to Tecan.

- Tecan alternatively suggested that the parties should explore options to minimize potential prejudice to both sides. Tecan explained that Dr. Matz did not believe he had any conflicts in providing his declaration and that IDT's request for Tecan to withdraw the declaration would prejudice Tecan. Tecan proposed as a starting point that IDT identify what portions of Dr. Matz's declaration that it believes reflects the alleged confidential information. IDT refused and contended that no testimony from Dr. Matz can be submitted. IDT failed to offer any compromises and maintained its position that the declaration should be withdrawn in its entirety. Tecan made clear that it does not agree with IDT and renewed its request for additional information to better understand if there is a way to address IDT's concerns and allow the PTAB to hear clearly relevant information to the issues before it.
- IDT stated their intention to request a call with the Board to discuss filing a motion for disqualification.
- Given IDT's refusal to provide additional information, Tecan reserved its right to respond in whatever form necessary if IDT files a motion for disqualification based on what information IDT then includes.

Timothy Beavers

he/him/his



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From: Searle, Anna <asearle@wc.com>

Sent: Monday, July 28, 2025 12:11 PM

To: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>; Beavers, Timothy James

<TBeavers@goodwinlaw.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>
Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>
Subject: RE: IPR2025-00015 and -00016

EXTERNAL

Counsel,

Following up on Friday's conferral, please see below a proposed email to be sent to the Board as soon as possible requesting a teleconference this week. As discussed, please let us know your availability within the proposed windows today.

Thank you,
Anna

**

Dear Honorable Board,

On July 18, Patent Owner filed a declaration from Dr. Mikhail Matz, Ex. 2039, in support of its Patent Owner Responses in IPR2025-00015 and IPR2025-00016. Petitioner objects to Dr. Matz's declaration due to a conflict of interest (IPR2025-00015, Paper 25; IPR2025-00016, Paper 23) and seeks authorization to file two motions.

1. Petitioner seeks authorization to file a motion seeking to disqualify Dr. Matz. The parties conferred about this issue telephonically on July 25, 2025, and Patent Owner will oppose the motion.
2. Petitioner seeks authorization to submit *in camera* certain exhibits in support of the foregoing motion, specifically, exhibits memorializing the scope and subject matter of the confidential relationship between Dr. Matz and Petitioner's counsel. The parties conferred about this issue telephonically on July 25, 2025, and Patent Owner will oppose the motion.

The parties are available at the following times:

- Wednesday, July 30, 10 am – 5 pm
- Thursday, July 31, 10 am – 5 pm

Anna E. Searle

Williams & Connolly LLP

680 Maine Avenue, S.W., Washington, DC 20024

202-434-5835 | asearle@wc.com | www.wc.com

From: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>

Sent: Friday, July 25, 2025 2:20 PM

To: Beavers, Timothy James <TBeavers@goodwinlaw.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>

Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Searle, Anna <asearle@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>

Subject: RE: IPR2025-00015 and -00016

TJ,

We are available at 3 PM today. We will circulate a dial in.

Best,

Kevin

Kevin Hoagland-Hanson

Williams & Connolly LLP

680 Maine Avenue SW, Washington, DC 20024

(P) 202-434-5111 | KHoagland-Hanson@wc.com | vcard

From: Beavers, Timothy James <TBeavers@goodwinlaw.com>

Sent: Friday, July 25, 2025 1:56 PM

To: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>

Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Searle, Anna <asearle@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>

Subject: RE: IPR2025-00015 and -00016

Hi Kevin,

Your refusal to follow the very precedent in the cases you circulated to us is deeply concerning. As

the PTAB explained in *Agila*, the PTAB requires meaningful disclosures regarding the specific confidential information allegedly shared and its relevance to the specific issues in the proceedings. IPR2015-00503, Paper 13 at 4-5 (P.T.A.B. 2015). This includes the disclosure to us of any related materials and documents you might raise in such a motion. *Id.* at 5. You have refused to provide any such information or any communications, making it impossible to understand the basis for your request. This inability or unwillingness to identify the basis for any actual issue tends to suggest that your request is actually designed to deprive the PTAB of clearly relevant information about the contents of the prior art in these IPRs.

Without this necessary information, we cannot understand your request or confer with our client about that request. Nor can we consider less extreme measures than excluding the entirety of this clearly relevant testimony. We anticipate that the PTAB will expect the parties to discuss such alternative measures. *Id.* at 6-7; *Galderma S.A. v. Medy-Tox, Inc.*, PGR2019-00062, Paper 35, at 2 (Jan. 13, 2021). We ask that you reconsider your position and provide these disclosures now before burdening the PTAB with these issues. This will also allow the parties to meaningfully confer on a tailored solution, if one is actually even needed. We remain open to a reasonable compromise to avoid burdening the Board with motion practice. However, we view your demand for Dr. Matz to withdraw his declaration as unreasonable, especially based on what information you have provided and the limited scope of Dr. Matz's declaration.

Regarding the other points in your email:

- Given that we do not know the content of these communications, we take no position at this point as to whether they were or were not confidential. Rather, our concern remains that we do not understand your contention of what confidential material Dr. Matz could have received from W&C and how it is relevant to the IPRs or his submission. Instead, all you have indicated is that W&C “had confidential substantive communications with Dr. Matz regarding the subject matter of these proceedings.” We have no idea what your conclusory statement means or refers to, what in the IPRs this relates to, or how it meets the standard in the cases you have cited. Nor have you specifically identified anything in Dr. Matz's declaration related to any alleged confidential material. This lack of specificity is particularly significant here given that Dr. Matz's declaration and the related IPR concern the public disclosure of Dr. Matz's work. We do not understand under these circumstances what relevant confidential information he could have received from IDT or how it is relevant to the IPR and his submission. As a result, we have no reason to believe that Dr. Matz's declaration has any relation to unidentified confidential information.
- You have refused to provide any communications or related materials with Dr. Matz for us to assess. Please confirm you do not intend to rely on any such materials when presenting your arguments to the PTAB. If you do or may, provide these materials immediately. Again, we direct you to the *Agila* decision you cited, where the PTAB made clear that such materials

must be disclosed, and cannot be used as a sword and shield. Agila, IPR2015-00503, Paper 13 at 5. Your reliance on Galderma is misplaced and does not allow a party to withhold the basis for the relief sought. Not only are the operative facts different in Galderma, but the in-camera was limited and occurred after the movant produced a privilege log identifying all privileged communications with the witness and the redacted communications relevant to the issue, among other materials. PGR2019-00062, Paper 35, at 2 (Jan. 13, 2021). Again you have refused to provide this basic information or even make clear if and how any communications are specifically relevant to your request.

- In addition, please confirm you also will not be providing the following information: when you spoke to Dr. Matz, how many times, when your relationship with Dr. Matz concluded, how much he invoiced, and if you have and will share copies of his invoices.
- Your efforts to misdirect the dispute to focus on our communications and agreement with Dr. Matz are not well taken. The motion you have identified allegedly relates to your communications and potential relationship with Dr. Matz, which you refuse to further describe and disclose. Given your lack of disclosure, at this point, we simply note that Dr. Matz was retained by Tecan on May 23, 2025, and that he represented he had no limitation on his ability to provide the declaration. We reserve the right to provide further information on these issues if necessary.
- We have not refused to confer -- we asked for sufficient information to understand your position so we can confer with our client. You have refused to do so, despite the clear requirements in the precedent that you provide such information. To the extent you will not provide more information, we are available today at 3 PM ET to discuss. If that time does not work, please provide your availability on Monday.

Thank you,
TJ

Timothy Beavers
he/him/his



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From: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>
Sent: Friday, July 25, 2025 9:17 AM
To: Beavers, Timothy James <TBeavers@goodwinlaw.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>
Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Searle, Anna <asearle@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>
Subject: RE: IPR2025-00015 and -00016

EXTERNAL

TJ,

You still have not provided us with your agreement with Dr. Matz, even though we have provided you with ours. Please immediately provide your agreement with Dr. Matz and the date on which you first contacted him. Are you refusing to provide us with this information? And if so, on what basis?

With respect to our communications with Dr. Matz, you say in your email that “Dr. Matz’s testimony concerns his own publication and public representations made by IDT of that work, it is not clear how his testimony implicates confidential information.” You seem to be suggesting that our communications with Dr. Matz cannot be confidential. Is it your view that Goodwin’s communications with Dr. Matz are confidential?

We are not under any obligation to provide you with further information about our communications with Dr. Matz at this time. We have told you that our communications with Dr. Matz were substantive and relate to this proceeding, and you have provided no basis to contest this representation. We will not provide further information regarding our communications with Dr. Matz prior to raising this issue with the Board. To the extent that the Board requires further evidence that the communications are substantive, we will request leave to provide them to the Board *in camera* consistent with the *Galderma* case cited in our prior email.

We have asked for your position on withdrawing Dr. Matz’s testimony and for a meet and confer on this issue repeatedly since Tuesday. You have refused to provide your position on our requested relief and seem to be refusing to meet and confer on this issue telephonically although that is required by the Trial Practice Guide. If you do not provide your position and your availability to confer, we will be forced to seek a teleconference with the Board and indicate that you refused to do so.

Best,
Kevin

Kevin Hoagland-Hanson
Williams & Connolly LLP

680 Maine Avenue SW, Washington, DC 20024

(P) 202-434-5111 | KHoagland-Hanson@wc.com | [vcard](#)

From: Beavers, Timothy James <TBeavers@goodwinlaw.com>

Sent: Thursday, July 24, 2025 5:43 PM

To: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>

Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Searle, Anna <asearle@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>

Subject: RE: IPR2025-00015 and -00016

Hi Kevin,

Per the cases you circulated, “[d]isqualification of an expert is a drastic measure [the PTAB hesitates] to impose except when absolutely necessary.” *Agila Specialities Inc. v. Cephalon, Inc.*, IPR2015-00503, Paper 13 at 4 (P.T.A.B. 2015). To make such a request, IDT bears the burden to identify the specific confidential information Dr. Matz received from W&C and its relevance to the issues in the IPRs:

As the proponent of the disqualification motion, Patent Owner bears the burden to establish that both prongs of the test are met. See 37 C.F.R. §42.20(c). As we explained during the conference, we will not disqualify an expert based on conclusory statements. Instead, Patent Owner must support its motion with specific evidence and on-point legal authorities. For example, Patent Owner must explain why it had a confidential relationship with Dr. Suryanarayanan even though it admittedly entered the alleged consulting agreement with the University of Minnesota. Patent Owner also must explain how the alleged analysis of its bendamustine hydrochloride formulations is relevant to the issues in this proceeding, i.e., whether claims 1, 4, and 7, would have been obvious over Rote Liste and Teagarden and whether claims 4 and 7 are anticipated by Rote Liste.

Id. at 4-5.

Rather than provide the required disclosures, you have only shared conclusory statements that you “had confidential substantive communications with Dr. Matz regarding the subject matter of these proceedings.” The cases you circulated indicate that is insufficient. We will need this information to assess your concerns and how they might be resolved. Please share this information

immediately. In particular:

- Please let us know what confidential information was shared, when, and how it relates to the specific issues and prior art in the IPR. Given that Dr. Matz's testimony concerns his own publication and public representations made by IDT of that work, it is not clear how his testimony implicates confidential information.
- Please also let us know when you spoke to Dr. Matz, how many times, when your relationship with Dr. Matz concluded, and how much he invoiced. If there are accompanying invoices or communications, please share those with us. To the extent you have concerns in sharing such information, we direct you to Agila, IPR2015-00503, Paper 13 at 5.

Thank you,
TJ

Timothy Beavers
he/him/his



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From: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>

Sent: Wednesday, July 23, 2025 8:07 PM

To: Beavers, Timothy James <TBeavers@goodwinlaw.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>

Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Searle, Anna <asearle@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>

Subject: RE: IPR2025-00015 and -00016

EXTERNAL

TJ,

We provided our agreement with Dr. Matz to you. Please provide the agreement you refer to in

your email, as well as the date on which you first contacted Dr. Matz.

As for your request for additional information regarding our communications with Dr. Matz, as we have already explained, we had confidential substantive communications with Dr. Matz regarding the subject matter of these proceedings. We do not understand what additional information you require to determine that Dr. Matz cannot offer testimony in this matter.

We are reiterating our request that you agree to withdraw Dr. Matz's testimony, or provide your availability to confer on this issue immediately.

Best,
Kevin

Kevin Hoagland-Hanson
Williams & Connolly LLP

680 Maine Avenue SW, Washington, DC 20024
(P) 202-434-5111 | KHoagland-Hanson@wc.com | [vcard](#)

From: Beavers, Timothy James <TBeavers@goodwinlaw.com>
Sent: Wednesday, July 23, 2025 3:48 PM
To: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>
Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Searle, Anna <asearle@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>
Subject: RE: IPR2025-00015 and -00016

Hi Kevin,

We will look into these cases, but in the meantime, please let us know what confidential information was provided by W&C to Dr. Matz and how that information is relevant to the IPR proceedings. We are not aware of what that information might be nor does your email identify what it is. As we understand it, the materials at issue in the IPRs relate to his public information (the Meyer publication) and his declaration relates only to those public materials, so we will need more specificity to understand your concerns.

We note that this situation also presents potential prejudice to Tecan as it has an agreement with Dr. Matz, who confirmed he had no conflict or related obligations before submitting the declaration in question.

Again, we will have to consult with our client before conferring, so the sooner you can share this

with us the sooner we can find a time to discuss.

Thank you,
TJ

Timothy Beavers
he/him/his



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From: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>
Sent: Wednesday, July 23, 2025 2:10 PM
To: Beavers, Timothy James <TBeavers@goodwinlaw.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>
Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Searle, Anna <asearle@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>
Subject: RE: IPR2025-00015 and -00016

EXTERNAL

TJ,

Dr. Matz's conflict of interest compels his disqualification here because Dr. Matz was retained to consult on the same issues on which he is purporting to offer testimony and he received confidential information from W&C relating to this proceeding. *See, e.g., Galderma S.A. v. Medy-Tox, Inc.*, PGR2019-00062, Paper 56 (Feb. 11, 2021); *Agila Specialties Inc. v. Cephalon, Inc.*, IPR 2015-00503, Paper 13 (Aug. 19, 2015).

This matter is exigent because the prejudice to IDT is continuing. Please provide your availability to confer on this issue today.

Best,
Kevin

Kevin Hoagland-Hanson
Williams & Connolly LLP

680 Maine Avenue SW, Washington, DC 20024

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From: Beavers, Timothy James <TBeavers@goodwinlaw.com>

Sent: Wednesday, July 23, 2025 10:43 AM

To: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>

Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Searle, Anna <asearle@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>

Subject: RE: IPR2025-00015 and -00016

Hi Kevin,

We are investigating and will respond once we have spoken to our client. In the meantime, to the extent you have authority on withdrawing the declaration Tecan submitted, please share that with us.

Thank you,
TJ

Timothy Beavers
he/him/his



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From: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>

Sent: Tuesday, July 22, 2025 12:25 PM

To: Beavers, Timothy James <TBeavers@goodwinlaw.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P

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Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Searle, Anna <asearle@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>

Subject: RE: IPR2025-00015 and -00016

EXTERNAL

Counsel,

In May 2024, Dr. Matz entered into an agreement, attached, with Williams & Connolly on behalf of IDT concerning the patent litigation between Tecan and IDT. Williams & Connolly had multiple confidential communications with Dr. Matz concerning the subject matter of these proceedings, for which Dr. Matz invoiced Williams and Connolly and IDT under the consulting agreement. Under that consulting agreement, Dr. Matz agreed not to work for any other person or organization in connection with this matter.

In view of this, we assume that Tecan will withdraw Dr. Matz's declaration and will amend its POR and Dr. Bustamante's declaration to remove any reference to Dr. Matz's declaration. Please confirm today that Tecan will do so. If Tecan is not willing to do so, please provide your availability to confer tomorrow, July 23, as we intend to raise this issue with the Board this week.

Best,

Kevin

Kevin Hoagland-Hanson

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From: Beavers, Timothy James <TBeavers@goodwinlaw.com>

Sent: Monday, July 21, 2025 10:03 PM

To: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>; Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>

Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Searle, Anna <asearle@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>

Subject: RE: IPR2025-00015 and -00016

Hi Kevin,

It is not clear what you are seeking. As set forth in Friday's submissions, Dr. Matz's declaration speaks for itself and sets out his qualifications, expertise, and personal knowledge on the topics and issues set forth in his declaration. To the extent you are inquiring about a deposition, we can confirm that Dr. Matz will also be made available for deposition on this declaration (at a mutually agreeable time and location). We will follow up with dates in due course.

Thank you,
TJ

Timothy Beavers
he/him/his



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From: Hoagland-Hanson, Kevin <KHoagland-Hanson@wc.com>
Sent: Monday, July 21, 2025 1:25 PM
To: Cipriano, Linnea P <LCipriano@goodwinlaw.com>; DG-Goodwin-Tecan <DG-GoodwinTecan@goodwinlaw.com>; Weingaertner, Scott T <SWeingaertner@goodwinlaw.com>; Padro, John P <JPadro@goodwinlaw.com>; Beavers, Timothy James <TBeavers@goodwinlaw.com>
Cc: Berniker, Jessamyn <JBerniker@wc.com>; Fletcher, Thomas <TFletcher@wc.com>; Vincent, Nicholas <nvincent@wc.com>; Searle, Anna <asearle@wc.com>; Danaher-IDT <Danaher-IDT@wc.com>
Subject: IPR2025-00015 and -00016

EXTERNAL
Counsel,

We have reviewed the declaration from Dr. Mikhail Matz that you submitted as Ex. 2039 in IPR2025-00015 and IPR2025-00016. Please confirm today that Tecan is offering Dr. Matz as an expert witness in these proceedings.

Best,

Kevin

Kevin Hoagland-Hanson

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