

CONSENT JUDGMENT AND INJUNCTION

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

AMGEN INC.)	
and AMGEN MANUFACTURING)	
LIMITED LLC)	
)	
Plaintiffs,)	Civil Action No. 1:24-cv-06497-CPO-EAP
)	
v.)	
)	
CELLTRION, INC. and CELLTRION)	
U.S.A., INC.)	
)	
Defendants.)	
)	

CONSENT JUDGMENT AND INJUNCTION

WHEREAS Amgen Inc. and Amgen Manufacturing Limited (collectively, “Amgen” or “Plaintiffs”), and Celltrion, Inc. and Celltrion U.S.A., Inc. (collectively, “Celltrion” or “Defendants”) were involved in litigation in the United States District Court for the District of New Jersey, Civil Action No. 24-cv-06497-CPO-EAP (the “Celltrion Denosumab Litigation”), involving Amgen’s patents covering its denosumab antibody, pharmaceutical compositions containing denosumab, and methods of manufacture, stemming from Celltrion’s filing of a BLA seeking FDA approval of Celltrion Biosimilar Products;

WHEREAS Amgen and Celltrion settled the Celltrion Denosumab Litigation, executing a Confidential Binding Settlement Term Sheet on January 23, 2025 (the “the Binding Term Sheet”), and will prepare a long form settlement agreement, as provided therein, which shall not alter the terms stated in the Binding Term Sheet;

WHEREAS, as a part of the Binding Term Sheet, the parties agreed that the Celltrion

Biosimilar Products infringe United States Patent Nos. 7,364,736; 7,427,659; 7,928,205; 8,053,236; 8,460,896; 8,680,248; 9,012,178; 9,228,168; 9,320,816; 9,328,134; 9,359,435; 10,106,829; 10,167,492; 10,227,627; 10,513,723; 10,583,397; 10,822,630; 10,894,972; 11,077,404; 11,098,079; 11,130,980; 11,254,963; 11,299,760; 11,319,568; 11,434,514; 11,459,595; 11,486,883; 11,946,085; and 11,952,605; that they are valid and enforceable as to the Celltrion Biosimilar Products; that their infringement, except as permitted under the Binding Term Sheet, will result in an irreparable harm to Amgen; and that Amgen shall be entitled to address any such infringement with injunctive relief;

WHEREAS, as a part of the Binding Term Sheet, the parties agreed that the Court would enter judgment and the injunction set forth below;

WHEREAS the definitions and terms of the Binding Term Sheet shall apply to any disputes between the parties regarding the enforcement of this order but are not restated here for reasons of convenience and confidentiality;

WHEREAS the parties have waived the entry of findings of fact and conclusions of law under Rule 65 of the Federal Rules of Civil Procedure.

THEREFORE based on the parties' stipulation and consent, it is ORDERED, ADJUDGED, and DECREED as follows:

1. The Court has jurisdiction over the subject matter of the above-captioned case pursuant to 28 U.S.C. §§ 1331 and 1338(a).
2. The Court has personal jurisdiction over the parties, and venue is proper as to all parties pursuant to 28 U.S.C. §§ 1391(b), (c), and 1400 (b).

3. The Court retains jurisdiction to enforce or supervise performance under this Order and Injunction and the parties' Binding Term Sheet dated January 23, 2025 and subsequent long form settlement agreement.

4. Subject to and pursuant to the terms of the Binding Term Sheet, and as to the Celltrion Biosimilar Products, the asserted claims of United States Patent Nos. 7,364,736; 7,427,659; 7,928,205; 8,053,236; 8,460,896; 8,680,248; 9,012,178; 9,228,168; 9,320,816; 9,328,134; 9,359,435; 10,106,829; 10,167,492; 10,227,627; 10,513,723; 10,583,397; 10,822,630; 10,894,972; 11,077,404; 11,098,079; 11,130,980; 11,254,963; 11,299,760; 11,319,568; 11,434,514; 11,459,595; 11,486,883; 11,946,085; and 11,952,605 ("Asserted Patents") are valid, enforceable, and infringed by the making, using, selling, or offering to sell Celltrion Biosimilar Products in the Territory, or by the import of Celltrion Biosimilar Products into the Territory.

5. Subject to and pursuant to the terms of the Binding Term Sheet, Celltrion, including any entity directly or indirectly controlled by, controlling, or under common control with it, its officers, agents and employees, and any third party acting on behalf of or in active concert with Celltrion is hereby enjoined from making, using, offering to sell, or selling the Celltrion Biosimilar Products in the Territory, or importing the Celltrion Biosimilar Products into the Territory, except as permitted under the Binding Term Sheet, or by 35 U.S.C. § 271(e)(1). The foregoing injunction expires on June 1, 2025.

6. Subject to and pursuant to the terms of the Binding Term Sheet, the parties' remaining claims and counterclaims in the above-captioned matter are dismissed with prejudice.

7. Judgment is entered with respect to the Asserted Patents, and this order fully resolves the remaining claims and counterclaims.

8. Each party shall bear its own costs.

