Federal Court  Cour fédérale

Date: 20170712

Dockets: T-598-17
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Citation: 2017 FC 675

Ottawa, Ontario, July 12, 2017

PRESENT: The Honourable Mr. Justice Manson

BETWEEN:

ABBVIE CORPORATION AND
ABBVIE BIOTECHNOLOGY LTD.

Applicants

and

SAMSUNG BIOEPIS CO., LTD. AND
THE MINISTER OF HEALTH

Respondents

ORDER AND REASONS

I. Introduction

[1] This is a motion on behalf of the Respondent, Samsung Bioepis Co., Ltd. ("Bioepis"), seeking a protective order regarding documents that will be disclosed pursuant to an underlying action, in which the Applicants, AbbVie Corporation and AbbVie Biotechnology Ltd. (together, "AbbVie"), are seeking orders prohibiting the Minster of Health from issuing notices of compliance pursuant to the *Patented Medicines Notice of Compliance Regulations*, SOR/93-133 [*Regulations*].

II. Background

[2] On March 13, 2017, Bioepis served Notices of Allegation ("NOAs") on AbbVie in relation to its proposed adalimumab product, HADLIMA, and Canadian Patent Nos. 2,494,756; 2,385,745; 2,847,142; and 2,504,868 (collectively, the "AbbVie Patents"). Bioepis alleged in its NOAs that HADLIMA will not infringe any of the AbbVie Patents. In response, AbbVie commenced the underlying applications.

[3] Adalimumab is a biologic medicine, specifically an antibody. Unlike other generic medicines, biosimilars are not simple generic versions of the originator biologic because, unlike small molecule drugs, biologics are made by living organisms or cells, which make them inherently potentially variable. It is the view of many originator companies that it is not possible to create an identical copy of an originator biologic. As such, the process through which a

biologic is made can make a significant difference in the structure of the resultant biologic. This variability and the effects of the process through which they are made are important factors to consider when dealing with biologics and intellectual property.

[4] As is common in proceedings under the *Regulations*, the Parties have agreed that it is appropriate to have a protective order, which will keep their respective sensitive business information from being disclosed to the public. In addition to the agreed upon confidentiality provisions, Bioepis has requested that an additional layer of information protection be instituted in this action, consisting of provisions that would prevent outside counsel and in-house counsel for both Parties from engaging in activities concerning patent prosecution, relating to the in-suit patents or patents related to adalimumab, for one year after the conclusion of the underlying action or any other "relevant litigation", whichever is later (the "Proposed Prosecution Bar"). AbbVie objects to the inclusion of the Proposed Prosecution Bar.

[5] At the hearing, counsel for Bioepis limited the Proposed Prosecution Bar to only Canadian Patent No. 2,494,756, in Court applications T-603-17 and T-605-17.

III. Issues

[6] The issues are:

A. Is the Counsel Eyes Only ("CEO") test the appropriate test to use to determine whether the Proposed Prosecution Bar should be granted?

B. Should the Proposed Prosecution Bar be granted?

IV. Conclusion

[7] Since the purpose of the Proposed Prosecution Bar is different from the purpose of a CEO order, I find that the CEO test is not the appropriate test to determine whether the Proposed Prosecution Bar should be granted. I also find that Bioepis has not adduced sufficient evidence to show that the Proposed Prosecution Bar is necessary or reasonable in the context of this action.

V. Analysis

A. *Is the Counsel Eyes Only ("CEO") test the appropriate test to use to determine whether the Proposed Prosecution Bar should be granted?*

[8] Bioepis suggests that the Proposed Prosecution Bar is less restrictive than a CEO designation. It asserts that the public's interest in open courts is not engaged by the Proposed Prosecution Bar, given that the Proposed Prosecution Bar is not a confidentiality order for use in Court, and that these additional provisions would not interfere with the Parties' ability to instruct counsel or with the normal solicitor-client relationship. Therefore, Bioepis asserts that the circumstances warranting the issuance of a CEO protective order would also warrant the issuance of the less intrusive Proposed Prosecution Bar.

[9] AbbVie argues that the test for the inclusion of provisions barring counsel from engaging in certain activities after they have been privy to specific confidential information should be different from the test for a CEO protective order. Since the fundamental purpose of the Proposed Prosecution Bar is to restrain counsel or persons entitled to information under the protective order from future activities, and not to limit who can see certain confidential

information, use of the CEO test is inappropriate. AbbVie suggests that a more appropriate legal parallel to the Propose Prosecution Bar provisions is a restrictive covenant.

[10] I agree with AbbVie that the Proposed Prosecution Bar is more similar to a restrictive covenant or a restraint of trade than it is to a CEO protective order. For example, one of the clauses that Bioepis wishes to insert into the protective order reads:

> After any persons listed in subparagraph 13(b) (except Counsel for the Minister), (c) or (d) obtains, receives, has access to, or otherwise learns, in whole or in part, of the designated Confidential Information that person shall not:
>
> a) Prosecute a Prosecution Bar Patent or Application; or
>
> b) Substantively perform, participate in, contribute to, provide input on, or otherwise assist in the drafting, amending or modifying of the scope of any patent claim in any Post-Grant Patent Office Proceeding concerning a Prosecution Bar Patent or Application, including without limitation providing advice or input concerning whether to amend or modify the scope of any patent claim.
>
> This paragraph shall not prevent persons listed in subparagraph 13(d) from supervising a lawyer or patent agent engaged in the activities specified in subparagraphs (a) or (b) with respect to a Prosecution Bar Patent or Application, so long as such a person does not herself or himself engage in the activities specified in subparagraphs (a) and (b).

[11] The Supreme Court of Canada, in *Shafron v KRG Insurance Brokers (Western) Inc.*, 2009 SCC 6 [*Shafron*] at paragraphs 15 to 17, summarize the law on restrictive covenants as follows:

> A restrictive covenant in a contract is what the common law refers to as a restraint of trade. Restrictive covenants are frequently found in agreements for the purchase and sale of a business and in employment contracts. A restrictive covenant precludes the vendor in the sale of a business from competing with the purchaser and, in an employment contract, the restrictive covenant precludes

> the employee, upon leaving employment, from competing with the former employer.
>
> Restrictive covenants give rise to a tension in the common law between the concept of freedom to contract and public policy considerations against restraint of trade. In the seminal decision of the House of Lords in *Nordenfelt v. Maxim Nordenfelt Guns and Ammunition Co.*, [1894] A.C. 535, this tension was explained. At common law, restraints of trade are contrary to public policy because they interfere with individual liberty of action and because the exercise of trade should be encouraged and should be free. Lord Macnaghten stated, at p. 565:
>
> > The public have an interest in every person's carrying on his trade freely: so has the individual. All interference with individual liberty of action in trading, and all restraints of trade of themselves, if there is nothing more, are contrary to public policy, and therefore void. That is the general rule.
>
> However, recognition of the freedom of the parties to contract requires that there be exceptions to the general rule against restraints of trade. The exception is where the restraint of trade is found to be reasonable…

[12] The effects of the Proposed Prosecution Bar are analogous to restraint of trade in the employer/employee context, since the affected parties are employees of their respective firms or companies. Therefore, it would be more appropriate to approach the Proposed Prosecution Bar provisions as if they were provisions restraining trade, where there is "the presumption that restrictive covenants are *prima facie* unenforceable, [however] a reasonable restrictive covenant will be upheld" (*Shafron* at para 17). The onus of showing the reasonableness of a restrictive covenant is on the party seeking to enforce it (*Shafron* at para 27).

[13] Moreover, although I have found that the CEO test is inappropriate for these circumstances, I agree with AbbVie that Bioepis has not satisfied the CEO test (*Apotex Inc v Wellcome Foundation Ltd*, [1993] FCJ No 1117 at paras 14 to 16):

> 1) the terms reflect the terms of protective orders granted upon consent in parallel litigation in the US, in which the parties are directly or indirectly involved;
>
> 2) the terms of the order provide opportunity to a receiving party to object to the classification of certain documents as confidential; and
>
> 3) the party requesting the CEO order believes in good faith that its commercial business or scientific interests may be seriously harmed by disclosure.

[14] There is no parallel litigation involving the same confidential information. The mere fact that AbbVie has agreed to a protective order containing provisions similar to the Proposed Prosecution Bar provisions in a different action in the United States of America ("US") involving adalimumab, does not satisfy this condition. The US litigation involves parties, legislation, patents, and issues that are different from the case here. The fact that the US courts and AbbVie have found provisions similar to the Proposed Prosecution Bar provisions reasonable in that context is not, without evidence demonstrating that this litigation and the US action are actually comparable, evidence that they would be reasonable in this action.

[15] Although Bioepis also argues that their commercial business or scientific interests may be seriously harmed by conscious or unconscious misuse of their confidential information, they have provided no evidence to support the conclusion that this is a reasonably held belief. All individuals included within the protective order have a serious obligation not to disclose or otherwise use confidential information originating from this action for purposes other than this

litigation. Therefore, it is not reasonable for the Court to find that the Proposed Prosecution Bar should be granted, without concrete evidence to prove, on a balance of probabilities, that these individuals are at risk to misuse the confidential information disclosed to them.

B. *Should the Proposed Prosecution Bar be granted?*

[16] Bioepis argues that once AbbVie's employees have had access to Bioepis' proprietary information, they can no longer be expected to have an "empty head" with respect to such information. This knowledge could lead them to misuse Bioepis' confidential information in the prosecution of AbbVie's Canadian and foreign patent applications.

[17] I agree with AbbVie that these assertions are mere speculation of a nebulous future wrongdoing. For example, Bioepis asserts that AbbVie's knowledge of its proprietary information may lead an AbbVie employee to amend pending patent claims in applications not at issue in these proceedings to "read on" Bioepis' processes, or to file new patent applications over processes, products, or formulations that are disclosed in Bioepis' NDSs. However, Bioepis has not provided any evidence to demonstrate that there is an actual risk that the information disclosed in this action could or would be used inappropriately. As such, this is not a concrete harm.

[18] While I acknowledge that the decision of the United States Court of Appeals, Federal Circuit in *Re Deutsche Bank Trust Company America's and Total Bank Solutions, LLC*, 605 F 3d 1373, held that:

> We therefore hold that a party seeking imposition of a patent prosecution bar must show that the information designated to trigger the bar, the scope of activities prohibited by the bar, the duration of the bar, and the subject matter covered by the bar reasonably reflect the risk presented by the disclosure of proprietary competition information. We further [**xxx1405**] hold that the party seeking an exemption from a patent prosecution bar must show on a counsel-by-counsel basis: (1) that counsel's representation of the client in matters for the PTO does not and is not likely to implicate competitive decisionmaking related to the subject matter of the litigation so as to give rise to [****20**] a risk of in advertent use of confidential information learned in litigation, and (2) that the potential injury to the moving party from restrictions imposed on its choice of litigation and prosecution counsel outweighs the potential injury to the opposing party caused by such inadvertent use.
>
> (Emphasis in original)

[19] The evidence filed by Bioepis in this case falls short of meeting the initial burden of showing that the risk presented by the disclosure of proprietary competitive information—in terms of the scope and the activities prohibited by the bar, the duration of the bar, and the subject matter covered by the bar—justifies such a bar in this case.

[20] Given all of the above, I find that the Proposed Prosecution Bar should not be granted.

ORDER in T-598-17, T-599-17, T-600-17, T-601-17, T-602-17

T-603-17, T-604-17, T-605-17

THIS COURT ORDERS that:

1. The motion is dismissed with costs to AbbVie, calculated at the midrange of Column 4 of Tariff B.

2. The Protection Order previously agreed to by the parties, as attached as schedule A hereto, is hereby so ordered.

"Michael D. Manson"
Judge

SCHEDULE "A"

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Court File No. T-599-17

FEDERAL COURT

Toronto, Ontario, this ___ day of _____, 2017

PRESENT: _____

BETWEEN:

ABBVIE CORPORATION and ABBVIE BIOTECHNOLOGY LTD.

Applicants

and

SAMSUNG BIOEPIS CO., LTD. AND THE MINISTER OF HEALTH

Respondents

PROTECTIVE ORDER

UPON considering the request made by the parties for an order to provide for the protection and maintenance of confidentiality of certain documents, information and transcripts to be produced by the parties during the course of this proceeding and which the parties may subsequently seek to file with the Court;

AND UPON being advised that the Applicants, AbbVie Corporation and AbbVie Biotechnology Ltd. (collectively, "AbbVie"), and the Respondents, Samsung Bioepis Co., Ltd. ("Bioepis") and the Minister of Health ("Minister") (each of AbbVie, Bioepis and the

Minister being referred to in the singular as a "Party" and in the plural as "Parties"), consent to the terms of the draft order as submitted;

AND UPON reviewing the terms of the proposed order;

THIS COURT ORDERS that:

1. For the purposes of this Order:

   a. "AbbVie" means AbbVie Corporation, AbbVie Biotechnology Ltd. and AbbVie Inc.;

   b. "Bioepis" means Samsung Bioepis Co., Ltd.;

   c. "Minister" includes the Minister of Health and personnel of the Department of Health (Health Canada), namely, the Therapeutic Products Directorate;

   d. "Counsel for AbbVie" includes the members and professional and support staff of Belmore Neidrauer LLP;

   e. "Counsel for Bioepis" includes the members and professional and support staff of Osler, Hoskin & Harcourt LLP;

   f. "Counsel for the Minister" includes the members and professional and support staff of the office of the deputy Attorney General of Canada, Department of Justice;

g. "Confidential Information" may be in the form of any document, file, correspondence, thing, evidence, record or other form of information stored in any form of media (including but not limited to computers and electronic media). Confidential Information may, without limitation, include documents, letters, memoranda, charts, graphs, drawings, compositions, devices, company records, reports, meeting minutes, summaries, notes, laboratory notebooks, abstracts and evidence produced or disclosed, as the case may be, on any examination, motion, at hearing or pursuant to any provision of the *Federal Courts Rules* or *Patented Medicines (Notice of Compliance) Regulations*, or order of the Court, which contains non-public and confidential or proprietary information, as defined in paragraph 5 below, whether personal or business-related and is designated by a Party as Confidential Information in accordance with the procedure described herein, except information not identified as confidential;

h. "Document" refers to a document as defined in Rule 222(1) of the *Federal Courts Rules*;

i. "US Counsel for Bioepis" means the members and professional support staff of Leydig, Voit & Mayer, Ltd. as are necessary to advise Bioepis with respect to the issues in this proceeding;

2. This Order shall apply to any Confidential Information produced or disclosed by or on behalf of any Party in relation to this proceeding which is designated by that Party as Confidential Information in accordance with the procedure described herein.

3. A Party, when it reasonably believes it will be disclosing or has disclosed Confidential Information, shall have the right, through its counsel, to designate such information as "Confidential" (hereinafter "designated Confidential Information"), in which event the designated Confidential Information shall thereafter be governed by the terms of this Order.

4. All designations of Confidential Information shall be made in good faith by the designating Party. The disclosure and designation of any information as Confidential Information shall not be an admission by the designating Party as to the relevance of such information in this or any proceeding.

5. The inadvertent failure to designate Confidential Information at the time it is disclosed does not constitute a waiver of the right to designate the Confidential Information such that a Party may designate Confidential Information after disclosure has been made, provided that such designation is made forthwith upon the discovery of such inadvertent failure. Any information which a Party should reasonably have known to be confidential based on the nature of the information and the circumstance of disclosure shall be treated as Confidential Information notwithstanding the failure to designate and/or mark as Confidential Information.

6. The following non-public and confidential information may be designated as Confidential Information under this Order:

   a. Bioepis' non-public product development, testing, formulation and manufacturing information, and information or documents from, cross-

referenced in or directly related to Bioepis' new drug submission no. 203250 for its proposed HADLIMA 50 mg/ml strength adalimumab solution including but not limited to its proposed product monograph and labelling for HADLIMA; and

b. Non-public and confidential documents and information of AbbVie relating to the invention and invention history regarding Canadian Patent No. 2,385,745 and the research and development of its HUMIRA® product,

which, in addition to that set out in subparagraph 1(g) above, may be in the form of portions of an affidavit, exhibit, examination transcript or other document that is served, filed or recorded in this proceeding and which addresses, discloses, discusses or otherwise refers to the material content of anything referred to in subparagraphs 6(a) or 6(b).

7. Any Confidential Information that either Party seeks to file or otherwise submit on a confidential basis with the Court shall be the subject of a motion pursuant to Rule 151 of the *Federal Courts Rules*, or as directed by the Court. For the purposes of such a motion, any designated Confidential Information shall be segregated from other information and documentation being submitted and shall be submitted to the Court in sealed envelopes identifying this proceeding and identifying the designated Confidential Information and clearly and prominently marked with the legend:

CONFIDENTIAL INFORMATION

Pursuant to the Protective Order dated _____, 2017, in the Court File No. T-599-17, this envelope shall remain sealed in the Court files and shall not be opened

except in accordance with the terms of said Order or upon order of the Court and all such sealed envelopes shall not be opened except by the Court and its staff.

8. A Party submitting Confidential Information to this Court may submit an entire document or volume containing Confidential Information in a sealed envelope, provided that a public version of the document or volume, from which the designated Confidential Information has been redacted or removed, is also filed on the public record. If the motion for an order that the material shall be treated as confidential is refused, the materials shall forthwith be returned to the moving Party.

9. Prior to the motion being filed pursuant to Rule 151 of the *Federal Courts Rules*, a Party seeking to file designated Confidential Information on a confidential basis shall advise and seek direction from the Case Management Judge and/or requisition a case management teleconference.

10. At or following any examination, cross-examination or other proceeding before a court reporter in this proceeding, where evidence is given or documents are produced which are designated by a Party to be Confidential Information, the reporter shall mark the transcript as a "Confidential Transcript" which shall be placed by the reporter in a sealed envelope marked as described in paragraph 7 above. The reporter shall in the normal course send copies of the "Confidential Transcript" to outside counsel for all Parties in this proceeding, and such copies shall thereafter be treated as designated Confidential Information subject to this Order.

11. All documents, exhibits and things which are designated as Confidential Information shall be marked on each page, covering page, or prominent visible surface thereof with the following legend:

CONFIDENTIAL INFORMATION: SUBJECT TO PROTECTIVE ORDER IN FEDERAL COURT FILE NO. T-599-17, DATED _____, 2017

12. All designated Confidential Information shall be kept confidential in the custody of outside counsel for the Parties and shall not be disclosed by outside counsel for the Parties to anyone except in accordance with the terms of this Order.

13. Subject to paragraphs 14 and 15 below, in the absence of written permission from the Party designating Confidential Information, designated Confidential Information shall not be disclosed by outside counsel for the Parties to anyone, other than those persons listed below in subparagraphs 13(a) to (f); however, this list does not limit the ability of a Party or employees of a Party to view that Party's own designated Confidential Information or deal with it as they see fit:

a. the Court, Court personnel, stenographic and video reporters engaged in the within proceeding;

b. Counsel for AbbVie, Counsel for Bioepis, and Counsel for the Minister;

c. US Counsel for Bioepis;

d. employees from each of AbbVie, Bioepis and the Minister as are necessary for the evaluation of the issues in this proceeding, provided that with respect to

AbbVie and Bioepis, such employees shall be limited to a maximum of three (3) in-house counsel and additional non-lawyer employees within the legal department as are necessary to assist them;

e. five (5) independent experts for a Party, retained to assist a Party in this proceeding;

f. litigation services contractors (such as copy services or third parties to assist with the management of documents relating to this proceeding) engaged by counsel for the Parties whose function in connection with this proceeding requires access to Confidential Information, provided that such contractors have agreed to preserve the confidentiality of all documents they handle, and to use them solely for the purpose of providing the services they are hired to perform; and

g. such other persons as the Parties may agree to in writing or as the Court may order.

14. Prior to the disclosure of designated Confidential Information to the persons listed in subparagraphs 13(c), (d) (except in-house counsel), (e) and (g), outside counsel for the Party responsible for making such disclosure shall furnish the intended recipient with a copy of this Order and shall obtain from the intended recipient an undertaking in the form set out in paragraph 15 below. Outside counsel for the Party shall retain an original executed undertaking, but need not produce same to other outside counsel for the Parties.

15. The undertaking as required by paragraph 14 above shall be in the following form:

UNDERTAKING

I, _____ hereby acknowledge that I am about to receive from _____ designated Confidential Information as defined in the Protective Order dated _____, 2017, in Federal Court File No. T-599-17.

I certify my understanding that this designated Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order referred to above in this proceeding, and that I have been given a copy of and have read and understand my obligations under that Order.

I hereby agree to be bound by the terms of the Order. I hereby agree to use the designated Confidential Information solely for the purpose of this litigation. I clearly understand that the designated Confidential Information and my copies or notes relating thereto shall not be disclosed to anyone not similarly bound by the Protective Order.

On request from counsel for the Party who provided me with the designated Confidential Information, I will return to said counsel, or in the alternative, on request of said counsel, I will destroy all materials containing the designated Confidential Information, copies thereof and notes that I have prepared relating thereto.

I hereby submit to the jurisdiction of the Federal Court of Canada for the purpose of enforcement of this Protective Order.

Date: _____ Signature: _____

16. Where one of the Parties is in receipt of designated Confidential Information and seeks to tender to another Party a document or other thing containing or commenting upon or in any way referring to the designated Confidential Information, that Party shall designate the document or other thing as Confidential Information and shall treat same as containing designated Confidential Information in accordance with the terms of this Order. Subject to the terms of this Order or any further order of this Court, designated Confidential Information shall be used solely for the purpose of the within proceeding and may not be used for any purpose whatsoever other than for the purpose of the within proceeding, except as required by law.

17. The inadvertent disclosure of information that is, or is thereafter claimed to be, subject to solicitor-client privilege, litigation privilege, or any other applicable privilege, protection or immunity (the "Privileged Information"), shall not constitute or be deemed a waiver or forfeiture in this or any other proceeding of any claim of privilege that the disclosing Party would otherwise be entitled to assert with respect to the Privileged Information and its subject matter. Upon notification by the disclosing Party that Privileged Information has been disclosed, and upon the request of the disclosing Party, the receiving Party shall immediately: (i) cease all use of the Privileged Information; (ii) either destroy or assemble and return all copies of the Privileged Information, including all copies of such information that may have been made or disclosed pursuant to paragraph 13 of this Order; and (iii) provide the disclosing Party with written notice of such destruction or obtain a receipt evidencing such return.

18. The termination of this proceeding shall not relieve any person to whom designated Confidential Information was disclosed pursuant to this Order from the obligation of maintaining the confidentiality of such Confidential Information in accordance with the provisions of this Order.

19. Upon final termination of this proceeding (including appeals), upon the request of the disclosing Party, the receiving Party shall either destroy or assemble and return to the disclosing Party within thirty (30) days of such request all items containing designated Confidential Information produced by the disclosing Party pursuant to this Order, including all copies of such matter which may have been made, but not including

copies containing notes that may have been placed thereon or one archive copy, and shall provide written notice of such destruction or obtain a receipt evidencing such return.

20. Confidential Information shall not include:

a. information which was lawfully and without legal restriction in the possession of an individual or Party other than through disclosure in this proceeding pursuant to this Order;

b. information derived independently of disclosure hereunder;

c. information which any individual or a Party or its counsel lawfully and without legal restriction obtained from a person having the right to disclose such information; or

d. information which is or becomes part of the public domain not as a result of any unauthorized act or omission on the part of a recipient of designated Confidential Information to this Order.

21. Nothing in this Order shall foreclose or limit a Party:

a. from use or disclosure of its own designated Confidential Information;

b. from asserting that any designated Confidential Information is, in fact, not confidential ("Challenged Information");

c. from seeking an adjudication of the confidential character of any Challenged Information; or

d. from opposing the production of any documents or the answering of any question on any proper ground whatsoever (including relevance and privilege).

22. In the event of a challenge to the confidentiality of designated Confidential Information, the Party asserting confidentiality shall have the burden on a balance of probabilities of establishing that the information is confidential.

23. Notwithstanding any other provision of this Order, anything produced pursuant to subsection 6(7) of the *Patented Medicines (Notice of Compliance) Regulations* shall always be treated as confidential pursuant to subsection 6(8) of the *Patented Medicines (Notices of Compliance) Regulations*.

24. A Party may waive in writing all or any part of its right over its designated Confidential Information under this Order.

25. Each Party shall have the right to apply to the Court to modify or vacate the restrictions on disclosure imposed by this Order as applied to any specific item or items of designated Confidential Information.

26. The terms and conditions of use of designated Confidential Information and the maintenance of the confidentiality thereof during any hearing of this proceeding and in respect of the final Judgment and Reasons for Judgment shall be matters in the discretion of the judge seized of this matter.

27. All of which is on a without costs basis.

Case Management Judge

FEDERAL COURT

SOLICITORS OF RECORD

DOCKETS:	T-598-17, T-599-17, T-600-17, T-601-17, T-602-17,T-603-17, T-604-17, T-605-17
STYLE OF CAUSE:	ABBVIE CORPORATION AND ABBVIE BIOTECHNOLOGY LTD. v SAMSUNG BIOEPIS CO., LTD. AND THE MINISTER OF HEALTH
PLACE OF HEARING:	TORONTO, ONTARIO
DATE OF HEARING:	JULY 5, 2017
ORDER AND ORDER:	MANSON J.
DATED:	JULY 12, 2017

APPEARANCES:

Peter Wilcox Jason Markwell	FOR THE APPLICANTS
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