

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

AbCellera Biologics Inc. v. Bruker Cellular Analysis, Inc.

AbCellera · No. 20-cv-08624-JST (VKD) · Decided April 15, 2025

SUMMARY

The court resolves a discovery dispute concerning Bruker Cellular Analysis, Inc.'s demand for unredacted NIH and NIAID agreements and royalty reports relevant to AbCellera's damages theories. The court orders production of the 2020 NIH/NIAID Agreement, the 2019 NIAID Research Collaboration Agreement, and AbCellera's royalty reports, but finds that the other agreements listed in the 2020 agreement are not shown to be discoverable.

OPINION

1 2 3 4 UNITED STATES DISTRICT COURT 5 NORTHERN DISTRICT OF CALIFORNIA 6 7
ABCELLERA BIOLOGICS INC, et al., Case No. 20-cv-08624-JST (VKD) 8 Plaintiffs, ORDER
RE MARCH 14, 2025 9 v. DISCOVERY DISPUTE RE NIH AND NIAID AGREEMENTS 10
BRUKER CELLULAR ANALYSIS, Re: Dkt. Nos. 321, 322 Defendant. 11 12 13 Further to the
Court's order at Dkt. No. 309, the Court has reviewed and considered the 14 parties' additional
arguments regarding defendant Bruker Cellular Analysis, Inc.'s ("Bruker 15 Cellular") demand for
complete, unredacted copies of the following documents: 16 1.

May 4, 2020 Patent License Agreement between plaintiff AbCellera Biologics, Inc. 17
("AbCellera") and the National Institute of Allergy and Infectious Diseases 18 ("NIAID") ("2020
NIH/NIAID Agreement"); 19 2. Other agreements listed in Section 1 of the 2020 NIH/NIAID
Agreement; 20 3. AbCellera's "royalty reports" to the NIH under the 2020 NIH/NIAID
Agreement; 21 and 22 4.

March 12, 2019 Research Collaboration Agreement between AbCellera, NIAID, 23 and the
University of Texas at Austin ("2019 NIAID RCA"). 24 The Court finds this dispute suitable for
resolution without oral argument. Civil L.R. 7- 25 1(b).1 26 1 Plaintiffs move to seal certain
portions of the parties' discovery letter brief, and to seal the 27 appended Exhibits 1 to 4 in their
entirety.

Dkt. No. 321. The good cause standard applies to 1 AbCellera argues, and Bruker Cellular does
not dispute, that neither the 2020 NIH/NIAID 2 Agreement nor the 2019 NIAID RCA includes a
license or any other provision implicating any of 3 the asserted patents. See Dkt. No. 322 at 1, 2,
4. Nevertheless, Bruker Cellular argues that it 4 requires production of these agreements so that it
may rebut AbCellera's own damages theories.

5 Id. at 2. Specifically, Bruker Cellular asserts that AbCellera’s reasonable royalty and lost profits
6 calculations rely on “all royalty revenues” from bamlanivimab—an antibody used to treat
COVID- 7 19 that AbCellera contends was discovered using the patented methods at issue in this
case. Id. at 8 1, 2, 4 n.6, 5. Bruker Cellular contends that this discovery is relevant to its arguments
that other 9 intellectual property and technologies, not just the asserted patents, contributed to the
development 10 of bamlanivimab.

Id. at 2. 11 The Court agrees with AbCellera that agreements concerning patents or other
intellectual 12 property unrelated to the asserted patents are irrelevant as evidence of a comparable
license or an 13 established royalty rate. See id. at 4, 5.

However, as explained above, Bruker Cellular does not 14 seek discovery of the documents in
question for this purpose. See id. at 2. To the extent 15 AbCellera relies on the success or
profitability of an antibody discovered using its patented 16 methods to support its damages
theories, Bruker Cellular should be permitted to obtain discovery 17 regarding contributions to
that success or profitability.

So far as the Court can tell, AbCellera 18 does not deny that its damages theories do rely, at least
in part, on the success of bamlanivimab. 19 Accordingly, the Court concludes that the following
materials are at least discoverable: (1) the 20 2020 NIH/NIAID Agreement; (2) 2019 NIAID
RCA; and (3) AbCellera’s “royalty reports” to the 21 NIH under the 2020 NIH/NIAID Agreement.

AbCellera must produce these documents in 22 unredacted form to Bruker Cellular. 23
Conversely, Bruker Cellular has not articulated any non-speculative grounds for discovery 24 of
the other agreements listed in Section 1 of the 2020 NIH/NIAID Agreement. AbCellera need 25 ///
26 27 *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1179-80 (9th Cir. 2006).

Good cause 1 not produce these documents. 2 IT IS SO ORDERED. 3 || Dated: April 15, 2025 4 5
Virginia K. DeMarchi 6 United States Magistrate Judge 4 8 9 10 11 12 15 16 = 17 Z 18 19 20 21
22 23 24 25 26 27 28