

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

SANOFI-AVENTIS U.S. LLC, SANOFI- )	
AVENTIS DEUTSCHLAND GMBH, )	
)	
<i>Plaintiffs,</i> )	C.A. No. 14-113-RGA-MPT
)	
v. )	
)	
ELI LILLY AND COMPANY, )	
)	
<i>Defendant.</i> )	

**CONSENT JUDGMENT AND ORDER OF INJUNCTION**

Plaintiffs Sanofi-Aventis U.S. LLC and Sanofi-Aventis Deutschland GmbH (collectively “Sanofi”) and Defendant Eli Lilly and Company (“Eli Lilly”), having agreed to terms and conditions representing a negotiated settlement of this action, having set forth those terms and conditions in a confidential Settlement Agreement, and having stipulated and consented to entry of this Consent Judgment and Order of Injunction, it is hereby agreed, subject to the approval and order of the Court, as follows:

1. By virtue of the license granted by Sanofi to Eli Lilly as part of the Settlement Agreement, judgment is hereby entered that the accused product (*i.e.*, the subject of New Drug Application No. 205-692) does not infringe the asserted patents (*i.e.*, U.S. Patent Nos. 8,556,864 (the ’864 Patent); 8,603,044 (the ’044 Patent); 7,476,652 (the ’652 Patent); 7,713,930 (the ’930 Patent); and 8,679,069 (the ’069 Patent)).
2. This Consent Judgment constitutes a “consent decree” pursuant to 21 U.S.C. § 355(c)(3)(C)(i)(II), such that Final Approval of Eli Lilly’s NDA No. 205-692 under 21

U.S.C. § 355(b)(2) may be granted on the date that this Consent Judgment is entered by the Court.

3. Pursuant to the terms of the Settlement Agreement, all other claims and counterclaims are dismissed with prejudice.
4. This Court retains jurisdiction over disputes arising out of the implementation of the Settlement Agreement.
5. Eli Lilly and its affiliates are hereby enjoined from directly or indirectly passing title or delivering to customers in the United States the accused product (*i.e.*, the subject of New Drug Application No. 205-692) prior to December 15, 2016.
6. The injunction described in the foregoing paragraph shall take effect immediately upon entry of this Order by the Court.
7. During the term of the injunction, the Court retains jurisdiction over this action, including implementation of, or disputes arising out of, this Order of Injunction.
8. Sanofi and Eli Lilly shall each bear their own costs and attorney fees.
9. Sanofi and Eli Lilly each expressly waive any right to appeal or otherwise move for relief from this Consent Judgment and Order of Injunction.

ASHBY & GEDDES

/s/

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/s/

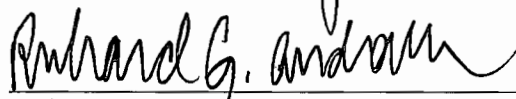
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IT IS SO ORDERED, DECREED, AND ADJUDGED this 28 day of Sept, 2015 by:

  
United States District Judge