Exhibit B

CARLSON CASPERS

INTELLECTUAL PROPERTY LITIGATION AND COUNSELING

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May 1, 2018

VIA EMAIL

Williams & Connolly LLP
725 Twelfth St. NW
Washington, DC 20005

RE: *Bayer Healthcare LLC, et al. v. Teva Pharmaceuticals USA, Inc., et al.*
Civil Action No.: 16-1221 (LPS)

Dear Counsel:

I write to memorialize the parties' meet and confer of April 30, 2018.

Claim Construction

The parties continued their discussion of proposed claim terms to be construed. With respect to the '834 patent, Bayer confirmed it will not assert claim 4.

With respect to the '553 patent, Defendants agreed to withdraw their proposed constructions at this time.

With respect to the '124 patent, Bayer confirmed that it agrees that the preambles of the asserted claims of the '124 patent are limiting. Bayer next stated that it will send proposed constructions of "acquired resistance" and "a subject who has been treated with imatinib," including citations to the portions of the specification supporting the proposed construction. Bayer maintains that the term "effective amount" is not indefinite and stands by its construction of this term. Bayer indicated the parties are unlikely to reach agreement on this term. In order to frame the parties' briefing efforts, **please confirm which portion(s) of Teva's proposed construction for "effective amount" is inaccurate**.

After consideration of Bayer's positions concerning the '107 patent terms proposed for construction during the parties' meet-and-confers, Defendants agree to withdraw the terms they had previously proposed for construction at this time. In order to avoid redundant claim language, Defendants propose that the phrase "in an amount equal to or less than 0.05%," rather than "contaminated with" should be construed, and propose a construction of: "in an amount from 0.0001% to a maximum of 0.05%." *See, e.g.*, '107 patent, col. 7, ll. 26-28. Please let us know if this change alters Bayer's position on this claim construction issue.

Bayer's Concerns with Teva Responses

Decision to File ANDA

Teva stands by its objections to this category of documents. If Bayer identifies caselaw concerning the purported relevance of such information, Teva will consider it.

Commercialization, Marketing, or Competitive Product Analysis

Teva will look into whether any of the categories of documents Plaintiffs are seeking even exist.

Drug Substance and Communications with Drug Substance Supplier

Teva is producing the opened portion of the DMF shortly. Review of these documents should alleviate Bayer's concerns. Teva agreed to produce 2 grams of API, which we explained expires in October, and 2 bottles of Teva's ANDA product from the sample batches identified in Teva's ANDA, that we explained has already expired.

Licenses

Teva agreed to get back to Bayer concerning the existence of documents concerning any licenses to the asserted patents, or non-privileged documents concerning the decision to seek such licenses, and if they exist, whether it will produce them.

Defendants' Concerns with Bayer's Responses

The parties did not have adequate time to discuss Defendants' concerns with Bayer's discovery responses, and this letter addresses only some of the identified concerns. As discussed on the call, please let us know your availability for a final meet and confer on these issues this week.

Research and Development Documents

Bayer stated that "much" of the information Defendants seek in their narrowed requests on page 2 of Defendants' April 25, 2018 letter can be found in the pharma reports. Bayer represented that the pharma reports are not "scrubbed" or reviewed for legal purposes before being placed in the repository. Defendants appreciate these representations, but we are not in position (and never will be) to confirm whether the pharma reports contain the specific information we identified. Please let us know if that is the case, and if not, the objective basis for Bayer's burdensomeness objections.

We can discuss the additional issues raised in our letter during the parties' next meet and confer.

INDs and NDAs

Bayer confirmed it has produced all INDs and NDAs involving compounds covered by the asserted claims. Bayer represented that INDs and NDAs exist for two such compounds.

Patent Prosecution Documents

Bayer stated that it is willing to produce public file histories for related applications from the countries Defendants identified in their April 25 letter. This production resolves Defendants' concerns.

Joint Development Agreements

Bayer is producing joint development agreements between Bayer and Onyx with respect to sorafenib and regorafenib. Please confirm no other agreements exist.

Sincerely,

/s/ Shelleaha L. Jonas

Shelleaha L. Jonas