

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

UNIVERSITY OF MASSACHUSETTS and
CARMEL LABORATORIES, LLC,

Plaintiffs,

v.

L'ORÉAL USA, INC.,

Defendant.

Case No. 17-cv-868-CFC-SRF

NOTICE OF DEPOSITION PURSUANT TO RULE 30(b)(6)

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, on June 19, 2020 and at a location to be agreed upon by the Parties, counsel for the University of Massachusetts and Carmel Laboratories, LLC, will take the videotaped deposition(s) of the designated representative(s) of L'Oréal USA, Inc., best able to testify as to the matters set forth in Exhibit 1. L'Oréal USA, Inc., has a duty to designate one or more officers, directors, managing agents, or other persons with sufficient knowledge to testify fully regarding the topics listed in Exhibit 1. L'Oréal USA, Inc., shall identify the person(s) who will testify on its behalf pursuant to this notice and the matter(s) about which each person will testify.

The deposition(s) will be taken before a Notary Public or some other officer authorized by law to administer oaths for use at trial. The above deposition(s) will be videotaped and recorded by stenographer and will continue from day to day until completed.

DATED: June 12, 2020

Respectfully submitted,

FARNAN LLP

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EXHIBIT 1

Definitions

1. The terms “Defendant,” “You,” “Your,” or “L’Oréal” shall refer to defendant L’Oréal USA, Inc., and shall include L’Oréal S.A. as well as L’Oréal USA Inc.’s parent, subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, consultants, representatives, and agents.
2. The term “Document” or “Documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof.
3. The terms “Asserted Patents” and “Patents-in-Suit” shall mean United States Patents No. 6,423,327 and 6,645,513.
4. The term “Accused Products” refers to the products listed in Exhibit A to Plaintiffs’ Disclosure of Asserted Claims and Initial Infringement Contentions, served on October 10, 2019, subject to any subsequent supplement or amendment
5. The terms “all” and “each” shall be construed as “and,” “each,” and “and/or.”
6. The term “any” should be understood in either its most or least inclusive sense as will bring within the scope of the topic all responses that might otherwise be construed to be out of its scope.
7. The term “including” shall mean including but not limited to.
8. The terms “relate,” “relating,” or “related” mean in any way, directly or indirectly, in whole or part, relating to, concerning, referring to, discussing, mentioning, regarding, pertaining to, describing, reflecting, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, modifying, amending, confirming, endorsing, representing, supporting, qualifying, terminating, revoking, refuting, undermining, canceling, contradicting or negating.
9. The terms “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of these topics all information which might otherwise be construed to be outside their scope.
10. The terms “sale,” “sales,” “sell” or “sold” shall include sales, licenses, leases, loans, consignments, distribution to resellers or others (including, but not limited to, to Your related and affiliated entities) and all other methods of product distribution whether direct or indirect, and whether the product is distributed singly or in combination with or as part of another product, and whether or not revenue was or will be received therefrom.

Topics

54. The manufacturing of products containing adenosine in the United States for sale or other use outside of the United States.
55. The testing of products containing adenosine in the United States for sale or other use outside of the United States.
56. Any sales of products containing adenosine within the United States for sale or other use outside of the United States.
57. The circumstances whereby any other L'Oréal affiliate or third party has taken possession of products containing adenosine manufactured, tested, or sold in the United States for sale or use outside of the United States, including but not limited to where the sale occurs, where transfer of possession occurs, which entity sells the product, which entity purchases the product, the price L'Oreal USA sells the product, and the prices paid for those products.
58. For each product containing adenosine manufactured in the United States but sold in retail sales or offered to consumers outside of the United States, information regarding the sales and financial data outside of the United States of those products, including sales, gross sales, net sales, deductions for taxes, deductions for returns or rejections, and deductions for rebates, and any other cost or profit information.
59. For each product containing adenosine tested in the United States but sold or offered to consumers outside of the United States, information regarding the sales and financial data outside the United States of those products, including sales, gross sales, net sales, deductions for taxes, deductions for returns or rejections, and deductions for rebates, and any other cost or profit information.
60. For each product containing adenosine used in the United States (including for testing) but sold in retail sales or offered to consumers outside of the United States, information regarding the sales and financial data outside the United States of those products, including sales, gross sales, net sales, deductions for taxes, deductions for returns or rejections, and deductions for rebates and any other cost or profit information.
61. For each product containing adenosine manufactured, used, tested, or sold in the United States for retail sale outside of the United States, the names of each such product, the number of units sold for each such product, the formula number for such product, the worldwide number sold for each such product, the sales price for any such product, the gross sales outside the United States of that product, and any other cost or profit information.
62. L'Oreal USA's cost (including manufacturing cost), sales, and profit information for each skin care product manufactured in the United States for use or sale (directly or indirectly) to consumers outside the United States.