EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

ARBUTUS BIOPHARMA CORPORATION and GENEVANT SCIENCES GmbH,	)	
Plaintiffs,	)	
v.	)	C.A. No. 22-252-MSG
MODERNA, INC. and MODERNATX, INC.,	)	
Defendants.	)	

PLAINTIFFS' FOURTH SET OF INTERROGATORIES (NO. 18)

Pursuant to Federal Rules of Civil Procedure 26 and 33, Plaintiffs Arbutus Biopharma Corporation ("Arbutus") and Genevant Sciences GmbH ("Genevant") request that Defendants Moderna, Inc. and ModernaTX Inc. (collectively, "Moderna" or "Defendants") respond fully, in writing, under oath, separately to each interrogatory below. Plaintiffs request that Defendants serve their written responses to these interrogatories upon Williams & Connolly LLP, 680 Maine Avenue SW, Washington, DC, 20024, within 30 days after service hereof.

DEFINITIONS & INSTRUCTIONS

Plaintiffs incorporate herein by reference as though fully set forth herein the definitions and instructions of Plaintiffs' First Set of Interrogatories to Defendants served February 16, 2023.

INTERROGATORY

INTERROGATORY NO. 18

For each contract for sale of the Accused Product that Moderna contends is not an infringing sale because the product was not imported into or manufactured in the United States (whether or not Moderna also has other bases for contending such sale was not an infringing sale), identify:

(1) the parties to the contract, the date of the contract, the number of doses sold under the contact, and the price per dose;

(2) each location at which the Accused Product sold pursuant to the contract was manufactured, warehoused, or delivered, and the quantity of doses manufactured, warehoused, or delivered at each such location;

(3) the name of each Moderna employee, officer, or director who participated in pricing or contract negotiations (including any post-sale negotiations) or who signed the contract; for each such Moderna employee, officer, or director, also identify his or her office location, role in the negotiations and, if he or she signed the contract, the location from which he or she signed (*see Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 831 F.3d 1369, 1378 (Fed. Cir. 2016) (identifying the location of "pricing and contracting negotiations" and "the final formation of a contract for sale" as relevant factors));

(4) 4.The date(s), location(s), and all attendees with their office locations of all in-person meetings during which negotiations of the contract occurred (*see Halo Elecs.*, 831 F.3d at 1378 (identifying the location of "pricing and contracting negotiations" as a relevant factor));

(5) any and all locations from which purchase orders pursuant to the contract were issued or received and the location of the Moderna person(s) responsible for reviewing and confirming such purchase orders (*see Halo Elecs.*, 831 F.3d at 1378 (identifying the location where the defendant received "the actual purchase orders for those products" as a relevant factor);

(6) any and all locations of Moderna personnel responsible for manufacturing planning and order fulfilment for the Accused Products sold pursuant to the contract (*see Carnegie Mellon Univ. v. Marvell Tech. Grp., Ltd.*, 807 F.3d 1283, 1309 (Fed. Cir. 2015) (identifying the location of "specific contractual commitments for specific volumes" as a relevant factor));

(7) any and all entities that received payments pursuant to the contract and the location of each such entity, including the identity of each bank that received payments and the location of such bank (*see Halo Elecs.*, 831 F.3d at 1378 (identifying the location where the defendant "was paid" as a relevant factor));

(8) the name of each Moderna employee, officer, or director who participated in marketing campaigns related to the contract, the role such person played in the marketing campaign, and their respective office locations (*see Halo Elecs.*, 831 F.3d at 1378 (identifying the location where "marketing activities took place" as a relevant factor)); and

(9) each location of product research and development activities, or clinical testing (including decisions on the design of clinical tests) regarding the Accused Product that was cited or relied upon as part of obtaining or maintaining regulatory approval for the Accused Product sold pursuant to the contract, and a description of the work done at each location; (*see Marvell Tech.*, 807 F.3d at 1309 (identifying the location where "activities related to designing, simulating, testing, evaluating, [and] qualifying" the accused product occurred as relevant factors)).

OF COUNSEL:
David I. Berl
Adam D. Harber
Thomas S. Fletcher
Jessica Palmer Ryen
Shaun P. Mahaffy
Jihad J. Komis
Anthony H. Sheh
Matthew W. Lachman
Philip N. Haunschild
Falicia Elenberg
WILLIAMS & CONNOLLY LLP
680 Maine Avenue S.W.
Washington, DC 20024
(202) 434-5000
Attorneys for Plaintiff Genevant Sciences GmbH

Daralyn J. Durie
Adam R. Brausa
Eric C. Wiener
Annie A. Lee
Shaelyn K. Dawson
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, CA 94105-2482
(415) 268-6080

Kira A. Davis
MORRISON & FOERSTER LLP
707 Wilshire Boulevard
Los Angeles, CA 90017-3543
(213) 892-5200

David N. Tan
MORRISON & FOERSTER LLP
2100 L Street, NW, Suite 900
Washington, DC 20037
(202) 887-1500
Attorneys for Plaintiff Arbutus Biopharma Corporation

Dated: February 28, 2024

/s/ Nathan R. Hoeschen
John W. Shaw (No. 3362)
Karen E. Keller (No. 4489)
Nathan R. Hoeschen (No. 6232)
Emily S. DiBenedetto (No. 6779)
SHAW KELLER LLP
I.M. Pei Building
1105 North Market Street, 12th Floor
Wilmington, DE 19801
(302) 298-0700
jshaw@shawkeller.com
kkeller@shawkeller.com
nhoeschen@shawkeller.com
edibenedetto@shawkeller.com
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on February 28, 2024, this document was served on the persons listed below in the manner indicated:

BY EMAIL:

Jack B. Blumenfeld
Brian P. Egan
Travis J. Murray
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
(302) 658-9200
jblumenfeld@morrisnichols.com
began@morrisnichols.com
tmurray@morrisnichols.com

Patricia A. Carson, Ph.D.
Jeanna M. Wacker
Mark C. McLennan
Nancy Kaye Horstman
Shaoyao Yu
Caitlin Dean
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022
(212) 446-4800
patricia.carson@kirkland.com
jeanna.wacker@kirkland.com
mark.mclennan@kirkland.com
kaye.horstman@kirkland.com
shaoyao.yu@kirkland.com
caitlin.dean@kirkland.com

Alina Afinogenova
KIRKLAND & ELLIS LLP
200 Clarendon Street
Boston, MA 02116
(617) 385-7500
alina.afinogenova@kirkland.com

James F. Hurst
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654
(312) 862-2000
james.hurst@kirkland.com

Yan-Xin Li
Laura Ashley Harris
KIRKLAND & ELLIS LLP
555 California Street, 27th Floor
San Francisco, CA 94104
(415) 439-1400
yanxin.li@kirkland.com
auraashley.harris@kirkland.com

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