

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

IN RE: OZEMPIC (SEMAGLUTIDE)	)	
PATENT LITIGATION	)	MDL NO. 22-MD-3038 (CFC)
	)	<b>ANDA CASE</b>
	)	
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NOVO NORDISK INC. and	)	
NOVO NORDISK A/S,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	C.A. No. 22-294 (CFC)
	)	CONSOLIDATED
RIO BIOPHARMACEUTICALS INC.,	)	<b>ANDA CASE</b>
et al.,	)	
	)	
Defendants.	)	
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NOVO NORDISK INC. and	)	
NOVO NORDISK A/S,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	C.A. No. 22-1040 (CFC)
	)	<b>ANDA CASE</b>
MYLAN PHARMACEUTICALS INC.	)	
	)	
Defendant.	)	

**AMENDED JOINT CLAIM CONSTRUCTION CHART**

Pursuant to Section 21 of the Scheduling Order governing this Action (*see* D.I. 22; *see also* D.I. 53 in C.A. No. 22-1040-CFC, adopting the Scheduling Order entered in C.A. No. 22-294-CFC as D.I. 22), the parties respectfully submit the attached Amended Joint Claim Construction Chart, addressing the claim

					component having a thread or spline for engaging the limiter, and that during dose setting transfers rotational torque from one component to another component.”	
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**CLAIM TERMS AT ISSUE IN THE '462 PATENT**

Term No.	Term or Phrase for Construction	Claim(s)	Novo Nordisk's Proposed Construction	Novo Nordisk's Intrinsic Evidence Citations	Defendants' Proposed Construction	Defendants' Intrinsic Evidence Citations
14	“A method for treating type 2 diabetes”	1	The phrase is an express limitation of claims 1-10, and it carries its plain and ordinary meaning.  <b>Original Proposal:</b> “a	'462 Patent Specification: - Abstract - Figs. 1-3 - Col.1, ll.17-18 - Col.1, ll.31-36 - Col.1, ll.45-50 - Col.1, ll.56-62 - Col.2, ll.6-33 - Col.2, l.51 -	The preambles are non-limiting.  To the extent the term is a limitation, the term means administering semaglutide to alleviate the	'462 patent at 1:31-2:2; 5:16-31  1:29-32; 1:45-49; 1:56-60; 2:51-55; 2:63-66; 3:3-18; 4:7-16; 4:25-34; 5:16-17;

CLAIM TERMS AT ISSUE IN THE '462 PATENT						
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			method of caring for or managing the care of a patient so as to combat type 2 diabetes”  <b>Compromise Proposal Offered During Meet and Confer Process:</b> “A method for treating type 2 diabetes” is a limitation, and the preamble means “the claimed administration is for the care or management of a patient with type	Col.3, 1.5 - Col.3, ll.4-5 - Col.3, ll.8-18 - Col.3, ll. 19-28 - Col.4, ll.7-14 - Col.4, ll.25-32 - Col.4, 1.62- Col.5, 1.49 - Col.6, ll.2-16 - Col.6, ll.17-19 - Col.6, ll.24-28 - Col.6, ll.29-36 - Col.6, ll.51-60 - Col.6, ll.65-66 - Col.7, ll.27-30 - Col.8, ll.57-59 - Col.9, ll.40-42 - Col.9, ll.52-55 - Col.10, ll.9-11 - Col.15, ll.13-14 - Col.16, ll.58-64 - Col.17, ll.4-6 - Col.20, ll.17-22	symptoms and complications, and/or to cure or eliminate or prevent, and/or to prevent the onset of symptoms associated with type 2 diabetes.  <b>Compromise Proposal Offered During Meet and Confer Process:</b> “A method for treating type 2 diabetes” is a limitation only as to the stated purpose of the claim, and imparts no	6:1-16; 6:29-36; 16:56-64; 17:4-6; 20:17-22; 20:31-37; 20:55-23:26; 23:26-28:36; 35:40-36:53  <i>See generally</i> '462 patent specification  Prosecution history of the '462 patent at specification and claims as filed, on 7/21/2017; Office action of 7/23/2018, at 3-8; Office action

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			2 diabetes" <sup>9</sup>	<ul style="list-style-type: none"> <li>- Col.20, ll.31-37</li> <li>- Col.20, ll.49-51</li> <li>- Col.20, l.62 –</li> <li>Col.21, l.5</li> <li>- Col.21, ll.20-29</li> <li>- Col.21, ll.31-33</li> <li>- Col.22, ll.2-26</li> <li>- Table 1</li> <li>- Col.23, ll.18-26</li> <li>- Col.25, ll.37-42</li> </ul>	efficacy. The preamble means that 'the claimed administration is intended as part of the care or management of a patient with type 2 diabetes but does not require that the administration be efficacious in the treatment of such patient's type 2 diabetes.'" <sup>10</sup>	response dated 1/23/2019, at 2-4; Notice of allowance dated 3/6/2019, at 4-5.

<sup>9</sup> In advocating for their compromise proposal on this term, Defendants misstate Plaintiffs' position on this term. In Reply, Plaintiffs stated that "Novo Nordisk's proposed *construction* [of the preamble] does not include an efficacy requirement as Defendants incorrectly argue." Jt. Br. (D.I. 136) at 24-25 (emphasis added).

<sup>10</sup> Defendants' proposed construction of the preamble of the '462 patent adopts Plaintiffs' position that the preamble "does not impart an efficacy requirement." Jt. Brief (D.I. 119) at 25.