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AMGEN INC. and AMGEN USA INC.

VIA FAX

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

17 AMGEN INC. and AMGEN USA INC.  
18  
19 Plaintiffs,  
20 vs.  
21 COHERUS BIOSCIENCES INC.; KBI  
BIOPHARMA INC; HOWARD S. WEISER;  
and DOES 1-20,  
22 Defendants.  
23  
24  
25  
26  
27  
28

Case No.

COMPLAINT FOR:

- 1. UNFAIR COMPETITION UNDER CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS 17200 ET SEQ.
- 2. MISAPPROPRIATION OF TRADE SECRETS
- 3. BREACH OF CONTRACT
- 4. VIOLATION OF PENAL CODE SECTION 502
- 5. BREACH OF DUTY OF LOYALTY
- 6. AIDING AND ABETTING
- 7. BREACH OF DUTY OF LOYALTY
- TORTIOUS INTERFERENCE WITH CONTRACT

Unlimited Civil Case

JURY TRIAL DEMANDED

1 For its complaint, Plaintiffs Amgen Inc. and Amgen USA Inc. (collectively, "Amgen" or  
2 "Plaintiffs") allege as follows:

3 **INTRODUCTION**

4 1. This lawsuit is about a massive conspiracy by disloyal former Amgen employees  
5 who, instead of competing fair and square in the marketplace, have repaid decades of training and  
6 nurturing by Amgen with a concerted effort to steal Amgen's trade secrets and siphon off its  
7 talent. Those former employees founded a company, Defendant Coherus Biosciences Inc.  
8 ("Coherus"), that is a "pure-play biosimilar platform company," focused on developing,  
9 producing, marketing, and selling biosimilar products—products that are "highly similar" to those  
10 already approved by the U.S. Food & Drug Administration (FDA) after lengthy and costly  
11 development and testing by another company. Coherus, and its strategic manufacturing partner,  
12 Defendant KBI Biopharma Inc. ("KBI"), along with the former Amgen employees, are unfairly  
13 competing against Amgen's innovative drug Neulasta® (pegfilgrastim), which was developed to  
14 treat the side effects of certain forms of cancer therapy, by obtaining an unfair head start in their  
15 effort to bring CHS-1701 (pegfilgrastim biosimilar), a biosimilar candidate to Neulasta®, to  
16 market. Specifically, Coherus and KBI have engaged in an unlawful and unfair pattern and  
17 practice of inducing numerous Amgen employees to (a) breach their confidentiality agreements by  
18 misappropriating and refusing to return trade secrets and other confidential information of Amgen,  
19 (b) use such information in their new jobs to unfairly, unjustly, and unlawfully benefit Coherus  
20 and KBI, and (c) breach their contractual obligations not to solicit other Amgen employees to  
21 leave Amgen's employment. As part of this scheme, former Amgen employees Howard S. Weiser  
22 and Does 1-20 have flagrantly misappropriated Amgen trade secrets, violated their binding  
23 contractual obligations, and taken advantage of the trust that Amgen placed in its longstanding  
24 employees.

25 2. Coherus is well aware that its conduct, which encourages the misuse and  
26 misappropriation of Amgen's trade secrets and other confidential information and the breach of  
27 contractual obligations owed to Amgen by former Amgen employees, as described more fully  
28

1 below, is unlawful and unfair. Indeed, in its SEC filings, Coherus warned its shareholders and  
2 potential investors of the serious risks created by its conduct:

3 We may be subject to claims that our employees, consultants, or independent  
4 contractors have wrongfully used or disclosed confidential information of third  
5 parties or that our employees have wrongfully used or disclosed alleged trade  
6 secrets of their former employers. . . . Although we try to ensure that our  
7 employees, consultants and independent contractors do not use the proprietary  
8 information or know-how of others in their work for us and we are not currently  
9 subject to any claims that they have done so, we may in the future be subject to  
10 such claims.

11 Coherus Form 424B5, SEC Prospectus Supplement at S-48, dated Feb. 7, 2017.

12 3. Amgen brings this litigation (a) to enjoin the improper retention, use, and/or  
13 disclosure of its trade secrets and confidential information at and by Coherus and KBI; (b) to  
14 enjoin Coherus and KBI from profiting and benefiting from their unfair, unjust, and unlawful  
15 conduct, including by preventing them from realizing the savings in time and resources they  
16 otherwise would have had to invest to compete fairly against Neulasta®; (c) to receive  
17 compensation for the unfair, unjust, and unlawful use of Amgen's property and intentional  
18 interference with Amgen contractual agreements; and (d) to disgorge the benefits Coherus and  
19 KBI have received from this use.

20 4. Amgen is one of the world's leading biopharmaceutical companies and is dedicated  
21 to using discoveries in human biology to invent, develop, manufacture, and sell new therapeutic  
22 products for the benefit of patients suffering from serious illnesses. Toward that end, Amgen has  
23 invested billions of dollars into its research and development efforts.

24 5. In 1991, Amgen introduced Neupogen® (filgrastim), an innovative biologic  
25 medicine, which has benefited millions of cancer patients as a treatment of side effects of certain  
26 forms of cancer therapy. In 2002, Amgen introduced Neulasta® (pegfilgrastim), which has the  
27 same beneficial effect as Neupogen®, but stays in the body longer, making it even more beneficial  
28 to patients by reducing the number of required doses. Because Neulasta® is regulated by the  
FDA, Amgen had to conduct extensive clinical trials and then submit the results of those trials to  
the FDA in order to prove that it is safe, pure, and potent.

1           6.       Prior to 2010, any other company wishing to sell its own version of Neulasta®  
2 would have had to undertake the same extensive effort to conduct clinical trials to prove to the  
3 FDA that its proposed version was also safe, pure, and potent. Developing a new therapeutic  
4 product from scratch is extremely expensive: studies estimate the cost of obtaining FDA approval  
5 of a new drug at more than \$1 billion.

6           7.       In 2010, Congress created a new statutory framework, known as the Biosimilars  
7 Price Competition and Innovation Act ("BPCIA"). A biosimilar drug is one that is highly similar  
8 to an already-approved reference product. The BPCIA allows a biosimilar applicant to rely on the  
9 extensive and costly clinical trials previously conducted by the original creator of the reference  
10 product to show that its biosimilar is safe, pure, and potent. This significantly reduces the cost of  
11 obtaining FDA approval for a biosimilar.

12          8.       Unlike Amgen, Coherus develops and manufactures only biosimilars. Founded in  
13 2010 by former Amgen employee Dennis M. Lanfear, Coherus is working to commercialize three  
14 biosimilar products, including a biosimilar for Neulasta®, which Coherus calls CHS-1701. In  
15 December 2015, Coherus announced that it entered into a strategic manufacturing agreement with  
16 KBI for long-term commercial manufacturing of CHS-1701. On October 6, 2016, Coherus  
17 announced that the FDA accepted the filing of its 351(k) Biologics License Application seeking  
18 approval to market CHS-1701 in the United States. The FDA has set a biosimilar user fee act  
19 (BSUFA) action date of June 9, 2017, to make a decision on Coherus' application.

20          9.       Amgen, which has developed an FDA-approved biosimilar for Humira  
21 (adalimumab), is committed to biosimilars as a means to increase access to important medicines to  
22 a broad population. However, biosimilars need to be developed and marketed fairly and without  
23 misusing or misappropriating the trade secrets and other confidential information of the company  
24 that developed the reference product. This lawsuit arises because of Coherus and KBI's scheme to  
25 unfairly compete against Neulasta® as described in this complaint.

26          10.       Since early 2014, Coherus and KBI have targeted and hired dozens of former  
27 Amgen employees, including many employees with deep technical or commercial knowledge  
28 related to Neulasta® and/or Neupogen®. Amgen alleges, upon information and belief, that

1 Coherus and KBI have encouraged former Amgen employees to retain, disclose, and use valuable  
2 Amgen trade secrets and know-how in their work for Coherus and KBI. Amgen further alleges,  
3 upon information and belief, that Coherus, in preparation for the potential launch of CHS-1701,  
4 also has induced Amgen employees who previously were part of the Neulasta-branded sales force,  
5 such as Defendant Weiser, to breach their confidentiality agreements, including by refusing to  
6 return Amgen confidential information that they took with them when leaving Amgen and to use  
7 such confidential information in their new jobs at Coherus.

8         11. Amgen is informed and believes that at least eight former Amgen employees who  
9 work at Coherus or KBI have breached their contractual obligations to Amgen by failing to return  
10 USB drives and/or other materials containing Amgen trade secrets and other confidential  
11 information. Although the full scope of the misappropriation and harm is not yet known and will  
12 not be completely determined until after discovery is obtained, Amgen has already learned that the  
13 stolen information on the USB drives includes, at least, sensitive Amgen standard operating  
14 procedures, laboratory notebook pages, validated analytical methods, method development  
15 reports, specifications, documents reflecting process optimization work, cost calculators, and  
16 pricing and contracting strategies.

17         12. For example, Defendant Weiser, formerly Amgen's Executive Director of  
18 Oncology National Accounts, retired from Amgen in early January 2017 and unlawfully took with  
19 him at least six removable storage devices used in connection with his Amgen work. At least one  
20 of the USB drives contained dozens of highly confidential and proprietary documents reflecting  
21 Amgen's pricing and contracting strategies for different customer accounts and the anticipated  
22 discounts necessary to ensure that accounts are not lost to competitors, including competitors  
23 selling biosimilar products. Amgen's strategy—and the purloined documents and other  
24 information that describe and reflect it—are highly confidential and contain Amgen trade secrets.

25         13. After his departure from Amgen on January 4, 2017, in a tacit admission of his  
26 misconduct, Weiser repeatedly refused to sign the termination certificate Amgen requires—and  
27 that Weiser is contractually required to provide—to confirm that no confidential information has  
28 been taken. It was only after Amgen caught him in the act and made a targeted request for the

1 USB devices that Weiser agreed to return any of them. On February 13, 2017, Amgen confronted  
2 Weiser and demanded that he return six USB devices (identified by serial number) and not destroy  
3 or delete any Amgen information on them or in Weiser's possession. Within approximately one  
4 hour of this request, Weiser deleted the entire contents of two of the drives. Weiser then returned  
5 these two blank drives to Amgen. As of this date, Weiser has failed to return four other drives that  
6 he had connected to his Amgen computer while working for Amgen.

7 14. After learning of Weiser's destruction of evidence, Amgen contacted additional  
8 employees at Coherus and former employees of both Coherus and KBI to retrieve over 55 USB  
9 devices that it has reason to believe contain Amgen trade secrets and/or confidential information.  
10 Two former employees of Coherus and KBI responded and returned thousands of Amgen files,  
11 including confidential documents regarding processes and analytical methods. Coherus' general  
12 counsel responded on behalf of the current Coherus employees but, to this point, none of those  
13 employees have complied with Amgen's requests, *inter alia*, to return all such devices and to  
14 certify that they are not in possession, custody, or control of any Amgen confidential information.

15 15. Meanwhile, as Coherus and KBI benefit from Amgen's trade secrets and other  
16 confidential information, Coherus has maintained its longstanding practice of inducing former  
17 Amgen employees to breach their one-year obligation not to solicit any Amgen employee to leave  
18 the employ of the company. For example, in September 2014, Brian Williamson, a current  
19 Coherus employee and former Amgen employee, violated this obligation by directly soliciting a  
20 then-current Amgen employee. In November 2016, on information and belief, James Hassard, a  
21 current Coherus employee and former Amgen employee, solicited then-Amgen employee Weiser  
22 to come to work for Coherus, in direct violation of Hassard's contractual commitment. Similarly,  
23 in early February 2017, Weiser posted a Coherus job listing on LinkedIn that was shared with his  
24 700+ followers, including a substantial number of Amgen employees.

25 16. If not enjoined, Defendants' conduct threatens ongoing and irreparable harm to  
26 Amgen, including to its intellectual property, research and development, and competitive  
27 advantage in the marketplace. If they are not enjoined, Amgen is concerned that Coherus, KBI,  
28

1 and/or some of their **current employees will further destroy** evidence to cover up the scope of their  
2 wrongdoing and the **extent** of Amgen information that was misappropriated.

3 17. Amgen respectfully requests (a) an injunction against Defendants enjoining each of  
4 them from retaining, using, or disclosing Amgen's trade secrets and confidential information, (b)  
5 an injunction requiring Defendants to return, and not modify or destroy, any and all devices,  
6 documents, and data reflecting, containing, or comprising Amgen confidential information or trade  
7 secrets, which are in the possession of Coherus, KBI, or former Amgen employees or others  
8 working at Coherus or KBI, (c) a permanent injunction against Coherus and KBI enjoining each of  
9 them from unfairly competing against Neulasta® with CHS-1701 (including by undercutting  
10 Amgen using trade secret pricing and contracting information or by manufacturing CHS-1701  
11 using Amgen's trade secret processes) until such time as they have been cleansed of all of  
12 Amgen's trade secrets and other confidential information and until the competitive advantages that  
13 Coherus and KBI obtained as a result of their unfair, unjust, and unlawful conduct have been  
14 eliminated, and (d) restitution and damages, according to proof, including but not limited to cost  
15 savings and lost profits resulting from the misappropriation and disgorgement of the unjust  
16 enrichments resulting from the improper benefit Defendants obtained from the use of Amgen's  
17 trade secrets and confidential information.

#### 18 **PARTIES**

19 18. Amgen Inc. is a corporation organized and existing under the laws of the state of  
20 Delaware, with its principal place of business in Thousand Oaks, California.

21 19. Amgen USA Inc. is a corporation organized and existing under the laws of the state  
22 of Delaware with its principal place of business in Thousand Oaks, California. Amgen USA Inc.  
23 is a wholly-owned subsidiary of Amgen Inc.

24 20. Amgen discovers, develops, manufactures, and sells innovative therapeutic  
25 products based on advances in molecular biology, recombinant DNA technology, and chemistry.

26 21. Amgen is informed and believes that Defendant Coherus is a corporation organized  
27 and existing under the laws of the state of Delaware, with its principal place of business in  
28 Redwood City, California, and with analytical and process laboratories in Camarillo, California.





1 batches of CHS-1701 drug substance, at a cost of \$28 million. *See* Coherus Form 8-K at Item  
2 1.01, dated Dec. 16, 2015. As described herein, KBI intentionally aimed its wrongful conduct at  
3 Amgen in California, including through the conspiracy to misappropriate Amgen's trade secrets.  
4 Therefore, this Court has personal jurisdiction over KBI.

5 28. This Court has personal jurisdiction over Weiser, because the unlawful conduct  
6 alleged herein arises out of and relates to his contacts with California, including acts within the  
7 scope of his employment for Coherus. Weiser also worked for and entered into employment  
8 contracts with Amgen in Ventura County, California, and regularly communicated with Amgen  
9 employees and worked with customers in California in the course of his employment.

10 29. Venue is proper in Ventura County, California, where some of the Defendants  
11 reside and where much of the unlawful conduct alleged herein occurred.

## 12 **FACTUAL ALLEGATIONS**

### 13 **Amgen's Business and Protectable Interests**

14 30. Amgen is one of the world's leading biotechnology companies with a mission to  
15 serve patients. Amgen is a values-based company, deeply rooted in science and innovation to  
16 transform new ideas and discoveries into medicines for patients with serious illnesses, including  
17 cancer. Amgen has a presence in approximately 100 countries worldwide and has reached  
18 millions of people in the fight against serious illnesses. Amgen focuses on six therapeutic areas:  
19 oncology/hematology, cardiovascular disease, inflammation, bone health, nephrology and  
20 neuroscience.

21 31. Neulasta® is one of Amgen's principal oncology products. Neulasta® decreases  
22 the incidence of infection in patients receiving myelosuppressive anti-cancer drugs. By binding to  
23 specific receptors on the surface of certain types of cells, Neulasta® stimulates the production of a  
24 type of white blood cells known as neutrophils. Neutrophils are the most abundant type of white  
25 blood cells and form a vital part of the human immune system. A deficiency in neutrophils is  
26 known as neutropenia, a condition which makes the individual highly susceptible to infection.  
27 Neutropenia is a common side effect of chemotherapeutic drugs used to treat certain forms of  
28 cancer. Neulasta® counteracts neutropenia.

1           32.     The availability of Neulasta® represented a major advance in cancer treatment by  
2 protecting chemotherapy patients from the harmful effects of neutropenia and by thus facilitating  
3 more effective chemotherapy regimens. Neupogen®, another Amgen oncology product, is also  
4 indicated for the treatment of neutropenia, but Neulasta® is designed to stay in the body longer,  
5 and thus benefits patients by reducing the frequency of dosing.

6           33.     Both Neulasta® and Neupogen® are a form of the naturally occurring granulocyte  
7 colony-stimulating factor (G-CSF). G-CSF is a substance produced by the body that stimulates  
8 the growth of neutrophils. Neulasta® is a PEGylated form of G-CSF. The PEGylation process  
9 improves the solubility of the drug, allowing extended duration of action.

10          34.     Amgen spent years developing and optimizing the manufacturing processes for  
11 Neulasta®. The manufacturing process for Neulasta®, which begins with the process of  
12 manufacturing Neupogen®, is highly complex and contain many trade secrets. While some of the  
13 processes and generalized methods have been disclosed in patents and scientific literature, the  
14 entire compilation of process steps and operating parameters for developing and manufacturing  
15 Neupogen® and Neulasta® remains confidential and proprietary to Amgen. This compilation of  
16 manufacturing processes and parameters, and the documents reflecting the compilation, provide  
17 Amgen with a significant economic benefit arising out of their secrecy because they are the result  
18 of many years of significant research, development, and optimization efforts on two FDA-  
19 approved reference products and because they give Amgen an edge over its competition.

20          35.     Moreover, many individual process steps and operating parameters constitute  
21 Amgen trade secrets. For example, Amgen's trade secrets in the Neupogen® manufacturing  
22 process include information related to the cell line/strain; the fermentation conditions; key  
23 operating parameters for the homogenization, solubilization, and oxidation process steps; and the  
24 final concentration of the drug substance.

25          36.     Further, Amgen's trade secrets in the Neulasta® manufacturing process include  
26 information related to the purity profiles and characteristics of the filgrastim and m-PEG-aldehyde  
27 starting materials; key operating parameters for the PEGylation reaction; key operating  
28 parameters, reagents and materials used for the chromatography purification step; the

1 ultrafiltration and diafiltration operating parameters; and the formulation components and final  
2 concentration of the drug substance.

3 37. Amgen has spent a substantial amount of time and money developing Neupogen®  
4 and Neulasta®, as well as the complex manufacturing processes for these products, to ensure that  
5 patients are receiving the safest, most efficient treatment possible. In making this investment,  
6 Amgen relied on the fact that competitors would likewise need to independently develop any  
7 biosimilars as well as the processes for manufacturing such biosimilars. Maintaining the highly  
8 confidential documents and information developed by Amgen regarding the undisclosed process  
9 steps and parameters for Neupogen® and Neulasta® is of significant economic value to Amgen  
10 and this information would be extremely beneficial to a competitor. In particular, the highly  
11 confidential processes would allow a competitor to save significant time and expense in its efforts  
12 to develop a biosimilar that is both “highly similar” to Neupogen® or Neulasta® as well as safe,  
13 pure, and potent.

14 38. Other companies have previously tried and failed to obtain regulatory approval for  
15 their biosimilars of Neulasta®. For example, on information and belief, in December 2014,  
16 Apotex Inc. (“Apotex”) filed a Biologics License Application (BLA) under the 351(k) pathway to  
17 obtain FDA approval of its biosimilar version of Neulasta®. Upon information and belief, the  
18 BSUFA action date set by the FDA to make a decision on Apotex’s BLA has passed, and  
19 Apotex’s pegfilgrastim product has not been approved. Another example is Sandoz GmbH’s  
20 (“Sandoz”), which has two FDA-approved biosimilars, but, on information and belief, has been  
21 unable to obtain FDA approval for Zioxtenzo, its biosimilar of Neulasta®. On July 19, 2016,  
22 Sandoz’s parent corporation Novartis announced that Sandoz received a complete response letter  
23 from the FDA and that it was “working with the agency to address remaining questions.” On  
24 information and belief, on or about January 18, 2017, Sandoz notified the Committee for  
25 Medicinal Products for Human Use (CHMP) of the European Medicines Agency (EMA) that it  
26 was withdrawing its application for marketing authorization of Zioxtenzo. Upon information and  
27 belief, at the time of the withdrawal, the CHMP was “of the provisional opinion that Zioxtenzo  
28 could not have been approved as a biosimilar of Neulasta.”

1           39.     Alongside the significant effort and investment put into developing Neupogen®  
2 and Neulasta®, Amgen has worked hard to develop a confidential business and marketing  
3 strategy—also a trade secret—to enable it to succeed in the marketplace.

4           40.     For example, Amgen uses a reactive contracting strategy for sales of Neupogen®  
5 and Neulasta®, meaning that the price of Neupogen® and Neulasta® varies based on the  
6 individual customer or Group Purchasing Organization (GPO), entities that help healthcare  
7 providers realize savings by leveraging combined purchasing power to negotiate discounts with  
8 biopharmaceutical companies like Amgen.

9           41.     Amgen has spent years carefully honing its contracting strategy by studying the  
10 pricing levels at which Amgen has lost accounts in the past, and therefore the type of discounts it  
11 should offer to different customers to ensure it retains their business.

12          42.     Amgen has spent significant time and money to develop pricing and contracting  
13 strategies to maintain the proper pricing discounts for Neupogen® and Neulasta® for various  
14 customers. It created trade secret documents reflecting these highly sensitive and confidential cost  
15 calculations and pricing strategies. The calculations provide Amgen with a significant economic  
16 benefit because they are the result of a careful determination of the Neulasta® prices Amgen can  
17 maintain based on the segmentation of the market and other competitive factors.

18          43.     If improperly obtained, this highly confidential information would be extremely  
19 beneficial to a competitor. A biosimilar competitor, eager to make as much profit as possible, will  
20 aim to find the highest price point possible that is still below the price a customer may be willing  
21 to pay for the biologic reference product. The documents created by Amgen reflect discounts it is  
22 willing to provide to customers, magic numbers for a competitor eager to undercut Amgen's  
23 market share.

24          44.     Amgen's commercial strategies for Neupogen® and Neulasta®, and the trade  
25 secret documents and information reflecting or comprising those strategies, are essential to its  
26 competitive advantage, which it developed through years of effort and investment. In a highly  
27 competitive market, insight into a competitor's *actual*, rather than hypothesized strategy, is of  
28 inestimable value to a competitor. Access to such information would provide competitors with

1 valuable information regarding how Amgen conducts its contract negotiations. Among other  
2 things, by studying these documents, a competitor could determine the optimal price differential  
3 between the biosimilar price and the price Amgen charges for its reference product. In a highly  
4 competitive and highly individualized market, knowledge of Amgen's particularized strategy for  
5 different customers or competitors is invaluable information.

6 **Coherus Aggressively Recruits Amgen Talent to Develop Biosimilars**

7 45. Coherus develops biosimilar candidates. Under the BPCIA, a company that can  
8 successfully demonstrate that it has created a biological product that is "highly similar" to an  
9 FDA-licensed biological product is allowed to circumvent the FDA's standard licensure pathway  
10 and be licensed under 351(k) of the Public Health Service Act. Because the 351(k) pathway  
11 requires less than the full complement of product-specific preclinical and clinical data, a biosimilar  
12 applicant is able to avoid the significant expense of the extensive and costly clinical trials  
13 previously required by the sponsor of the reference product.

14 46. Coherus has a long history of hiring employees from Amgen. The company was  
15 founded in 2010 by Dennis Lanfear, a former Amgen employee who directly worked on the  
16 manufacturing processes for Neupogen® and Neulasta®. Since then Coherus has hired dozens of  
17 former Amgen employees who have an intimate technical and commercial knowledge of Amgen's  
18 products, including Neupogen® and Neulasta®. In addition to Lanfear, many former Amgen  
19 employees at Coherus developed and/or had access to trade secrets and confidential information in  
20 one or more of these core areas for Neupogen® and/or Neulasta®, including, but not limited, to:

- 21 • Chief Technical Officer Peter Watler, Ph.D.;
- 22 • Chief Scientific Officer Alan C. Herman, Ph.D.;
- 23 • VP Process Sciences Karen Miller; and
- 24 • VP Process Development John Ogez.

25 47. In December 2015, Coherus announced that it entered into a strategic  
26 manufacturing agreement with KBI for long-term commercial manufacturing of CHS-1701.

27 48. Amgen is informed and believes that, in August 2016, Coherus submitted a BLA  
28 under the 351(k) pathway for CHS-1701. In October 2016, Coherus announced that the FDA had

1 accepted the application. In November 2016, Coherus announced acceptance of a Marketing  
2 Authorization Application (MAA) to the EMA for CHS-1701. Coherus has publicized that it  
3 anticipates FDA approval of CHS-1701 in the second quarter of 2017, and EU approval in the  
4 fourth quarter of 2017.

5 49. In its SEC filings, Coherus acknowledges the serious risk that it “may be subject to  
6 claims that [its] employees . . . have wrongfully used or disclosed . . . alleged trade secrets of their  
7 former employers” such as Amgen. Coherus also states that, “[a]lthough we try to ensure that our  
8 employees, consultants and independent contractors do not use the proprietary information or  
9 know-how of others in their work for us and we are not currently subject to any claims that they  
10 have done so, we may in the future be subject to such claims.” Coherus Form 424B5, SEC  
11 Prospectus Supplement at S-48, dated Feb. 7, 2017.

12 50. It is highly suspicious if, as Coherus claims, it has succeeded in developing a  
13 proposed biosimilar version of Neulasta® while other companies, such as Sandoz and Apotex,  
14 have been unsuccessful in doing so.

15 **Amgen Protects Its Confidential and Trade Secret Information**

16 51. Amgen has made reasonable efforts to maintain the secrecy of its documents  
17 related to its trade secrets. It requires all employees to sign confidentiality agreements and limits  
18 access only to those with a need to know the information. It also requires employees to review  
19 policies and take periodic training regarding the handling of confidential information.

20 52. When employees join Amgen, they sign a Proprietary Information and Inventions  
21 Agreement (“PIIA”).

22 53. For example, under the PIIA signed by Defendant Weiser on August 31, 1992,  
23 which is attached hereto as Exhibit A, Weiser agreed that “[a]t all times during the term of [his]  
24 employment and thereafter [he] will hold in strictest confidence and will not disclose, use, lecture  
25 upon or publish any of the Company’s Proprietary Information” except as permitted by Amgen.  
26 The PIIA defined “Proprietary Information” as “trade secrets, confidential knowledge, data or any  
27 other proprietary information of the Company. By way of illustration but not limitation,  
28 ‘Proprietary Information’ includes (a) inventions, mask works, trade secrets, ideas, processes,

1 formulas, source and object codes, data, programs, other works of authorship, organisms,  
2 plasmids, expression vectors, cell lines, know-how, improvements, discoveries, developments,  
3 designs and techniques . . . ; and (b) information regarding plans for research, development, new  
4 products, marketing and selling, business plans, budgets and unpublished financial statements,  
5 licenses, prices and costs, suppliers and customers; and information regarding the skills and  
6 compensation of other employees of the Company.”

7         54. Weiser further agreed that, upon leaving the employment of Amgen, he would  
8 “deliver to the Company any and all drawings, notes, memoranda, specifications, devices,  
9 formulas, molecules, cells and documents, together with all copies thereof, and any other material  
10 containing or disclosing any Company Inventions, Third Party Information or Proprietary  
11 Information of the Company.” Weiser also agreed to “cooperate with the Company in completing  
12 and signing the Company’s termination statement for technical and management personnel.”

13         55. By signing the PIIA Weiser also agreed that “[b]ecause my services are personal  
14 and unique and because I may have access to and become acquainted with the Proprietary  
15 Information of the Company, the Company shall have the right to enforce this Agreement and any  
16 of its provisions by injunction, specific performance or other equitable relief, without bond, and  
17 without prejudice to any other rights and remedies that the Company may have for a breach of this  
18 Agreement.”

19         56. Amgen employees are required to review company policies and take periodic  
20 trainings regarding the handling of confidential information. The Amgen Code of Conduct  
21 (MAN-000294) requires that employees “Do The Right Thing” with honesty and integrity, and in  
22 a manner that protects Amgen’s public image and reputation. Among other things, employees are  
23 required to “[r]eturn all Amgen property and equipment, including all information and records  
24 stored on them, when your employment ends.” Amgen employees are required, on an annual  
25 basis, to complete Code of Conduct training and acknowledge their obligations under the Code of  
26 Conduct. A copy of the Code of Conduct is attached hereto as **Exhibit B**.

27         57. Amgen’s Global Corporate Compliance Policy—Confidential and Proprietary  
28 Information provides that confidential information should be classified as restricted, confidential,

1 or internal use only, and that "information should only be disclosed to persons who have a  
2 legitimate and demonstrable business need to receive the information as part of their defined roles  
3 or job functions."

4 58. Employees are also required to review and take regular training on the "Use of  
5 Company Systems and Internet Conduct Policy" Among other things, the policy provides that,  
6 upon termination of employment, employees "must return all Amgen Devices, property,  
7 equipment and electronically-stored information to the Company in accordance with applicable  
8 Company procedures."

9 Coherus and KBI Hire Former Amgen Employees

10 To Gain Access to Amgen's Confidential and Trade Secret Information

11 59. Amgen alleges, upon information and belief, that Coherus and KBI have  
12 purposefully hired approximately a hundred former Amgen employees knowing that they would  
13 have access to Amgen's confidential technical and commercial information.

14 60. Amgen alleges, upon information and belief, that a significant number of these  
15 former employees misappropriated Amgen's confidential and/or trade secret materials. The  
16 following are examples of incidences of such misconduct:

17 (a) Karen Miller worked at Amgen from approximately December 1995 to  
18 January 4, 2016. While at Amgen she was the Chemistry and Manufacturing Controls (CMC)  
19 lead for Neulasta®, as well as the analytical lead for Neupogen® and Neulasta®. Most recently  
20 she was the Director of Commercial Attributes at Amgen. On information and belief, she began  
21 working at Coherus as the Vice President of Process Sciences in January 2016. Amgen alleges on  
22 information and belief that upon her departure from Amgen Miller failed to return four USB  
23 devices which had been connected to her Amgen computer, including at least one which contained  
24 a draft section of a BLA for Neulasta® and other confidential Amgen materials related to  
25 Neupogen® and Neulasta®. On February 23, 2017, Amgen requested that Miller return the USB  
26 devices, but, as of this date, she has not done so.

27 (b) Todd Luman worked for Amgen as a Senior Scientist from approximately  
28 April 15, 1996 to October 31, 2014. On information and belief, he worked at Coherus as a Senior



1 Scientist between November 2014 and October 2016. Amgen alleges, upon information and  
2 belief, that upon his departure from Amgen Luman failed to return four USB devices that were  
3 connected to his Amgen computer in the two weeks prior to his departure. Further, there is  
4 evidence of access to or copying of files to devices during this time period. In fact, Amgen is  
5 informed and believes that one USB device was connected to Luman's computer right before the  
6 last usage of the computer. On information and belief, the USB devices contained confidential  
7 Amgen documents, including but not limited to documents regarding confidential Amgen  
8 processes, research on production technologies relating to fermentation and purification, and  
9 presentations labeled "For Internal Use Only. Amgen Confidential." On February 23, 2017,  
10 Amgen requested that Luman return the USB devices, but, as of this date, he has returned only  
11 one.

12 (c) Ahren Gutsche worked at Amgen as a Quality Control Senior Associate  
13 from approximately December 9, 2002 to December 31, 2015. On information and belief, he  
14 worked at KBI as a Scientist between January and May 2016, and is now a Senior Associate at  
15 MedImmune. Upon information and belief, Gutsche retained at least five USB devices at the time  
16 of his departure from the Amgen, including at least two devices which had been connected to his  
17 Amgen computer within the last three months of employment. In addition, he retained nearly  
18 3,000 Amgen files on an external hard drive, including 1,600 files saved in a folder called "Amgen  
19 files from PC" that included confidential Amgen documents relating to various issues, including  
20 but not limited to analytical methods and assays, scans of laboratory notebooks, method  
21 validation, standard operating procedures, quality documentation, raw materials and reagents, and  
22 sample tests. Gutsche also retained at least 850 Amgen files on his desktop computer after his  
23 employment. On February 23, 2017, Amgen requested that Gutsche return the USB devices and  
24 any other documents reflecting Amgen confidential information. To date, Gutsche has returned  
25 only one USB device and the Amgen files on the external hard drive and desktop computer.

26 (d) Rosalind Stenson was a Senior Associate Scientist at Amgen from  
27 approximately January 5, 2004 to June 19, 2015. On information and belief, she began working at  
28 Coherus as an Associate Scientist in June 2015. On information and belief, Stenson's computer

1 indicates that she connected two USB devices to her Amgen computer and that she may have  
2 retained a copy of portions of her Amgen computer and archived Amgen emails on a USB device.  
3 On February 23, 2017, Amgen requested that she return the USB devices and all Amgen  
4 confidential information, but, as of this date, she has not done so.

5 (e) Wenchang Ji was a Director of Process Development at Amgen from  
6 approximately August 23, 2004 to October 31, 2014. On information and belief, he began  
7 working as a Senior Director at Coherus in November 2014. Amgen alleges, upon information  
8 and belief, that upon his departure from Amgen Ji failed to return at least five USB devices that  
9 had been connected to his Amgen computer—including three that were last connected in his last  
10 two months of employment. Amgen is informed and believes that data from Ji's "Documents"  
11 folder may have been copied from his Amgen computer to a flash drive and that he accessed the  
12 "Documents" folder on the USB device on his last day of work. Amgen is informed and believes  
13 that at least one of the USB devices used by Ji contained a list of operating and performance  
14 parameters for data collection during drug product manufacturing at Amgen clinical and  
15 commercial manufacturing sites, as well as a powerpoint labeled "Amgen Confidential" detailing  
16 the ADL tech transfer validation strategy for Enbrel, another Amgen FDA-approved product. On  
17 February 23, 2017, Amgen requested that Ji return the USB devices, but, as of this date, he has not  
18 done so.

19 (f) Yijia Jiang was a Scientific Director at Amgen from approximately October  
20 6, 1997 to October 31, 2014. On information and belief, she is currently working as a Director,  
21 Analytical R&D, at Coherus. Amgen is informed and believes that, upon her departure from  
22 Amgen she failed to return at least six USB devices which had been connected to her Amgen  
23 computer, including one device that was connected on her last day of employment. On February  
24 23, 2017, Amgen requested that the USB devices be returned, but, as of this date, she has not done  
25 so.

26 61. Amgen alleges, upon information and belief, that Coherus knows full well that its  
27 employees possess Amgen's proprietary information.

28

1 Coherus Targets Weiser Who Has Access to a  
2 Wealth of Trade Secret and Confidential Information

3 62. Weiser is one of the most recent employees that Coherus has recruited from Amgen  
4 in its attempt to launch CHS-1701 and undercut Amgen's market share by obtaining and misusing  
5 confidential information.

6 63. Weiser worked for Amgen from approximately August 31, 1992 until January 4,  
7 2017. Shortly before he resigned, he was promoted to Executive Director of Oncology National  
8 Accounts.

9 64. During the course of his employment, Weiser obtained significant knowledge of  
10 Amgen's commercial strategy for Neupogen® and Neulasta®, including information related to  
11 pricing, contracting, competitive simulation, individual customer needs and sensitivities, supply  
12 chain management, and brand strategy. Specific details and strategies, as well as Amgen's plans  
13 for selling Neupogen® and Neulasta® to GPOs, and the type and amounts of discounts that  
14 Amgen would offer to different companies to retain their business were all well known to Weiser.

15 65. As an employee of Amgen, Weiser had a duty of loyalty to the company. The  
16 Amgen Code of Conduct requires that employees conduct business with honesty, integrity, and in  
17 a manner that protects Amgen's public image and reputation. Weiser completed Amgen's  
18 required Code of Conduct training and certified that he will comply with the Code each year for  
19 the last five years.

20 66. At Amgen, Weiser engaged in contract negotiations and managed relationships  
21 with oncology clinics and GPOs for Neupogen® and Neulasta®. Weiser also provided input on  
22 Amgen's pricing strategies and reactive contracting strategies, including the discount strategies  
23 that Amgen uses to maintain customers in the face of competition.

24 67. Weiser was a trusted advisor of senior management. As a result, he had access to  
25 highly confidential and trade secret documents capturing calculations created by Amgen to help  
26 evaluate what type of discount rates Amgen should offer to particular hospitals for sales of  
27 Neupogen® and Neulasta®.

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1           68.    Amgen trade secrets that Weiser had access to include, without limitation, the  
2 following:

- 3           (a)    Field tools calculating the cost difference between Neupogen® and  
4 competitors that are used to determine whether Amgen should pursue a  
5 contract change;
- 6           (b)    Tools created to help Amgen calculate what discount rates to offer different  
7 customers who have requested a more competitive discount rate for  
8 Neulasta® and Neupogen®;
- 9           (c)    Portfolio contracts with large oncology customers;
- 10          (d)    Records of what discounts were offered to different customers, and which  
11 discounts were offered or rejected;
- 12          (e)    Records of declining accounts for Neulasta® and related field observations;
- 13          (f)    Amgen's competitive simulation tools designed to strategize Amgen's  
14 response to any biosimilar competition; and
- 15          (g)    Amgen's Neulasta® long-range commercial plan and oncology long-range  
16 commercial plan.

17           69.    Weiser was also deeply involved in developing Amgen's strategies for responding  
18 to actual or potential competitors, including biosimilars attempting to enter the Neulasta® market.  
19 As part of these efforts, Amgen has conducted workshops and competitive simulations to consider  
20 how Amgen should alter its pricing and contracting strategy, if at all, in response to actual or  
21 potential competition, including Coherus' CHS-1701. Weiser was intimately involved in these  
22 efforts and was given access to Amgen's anticipated strategy for responding to Coherus' potential  
23 entry into the market.

24           70.    Weiser was also very involved in strategizing how to maintain accounts for  
25 Neupogen® after the launch of Zarxio, a biosimilar for Neupogen®. He analyzed and maintained  
26 records of Amgen's successful and unsuccessful discounting efforts to maintain accounts,  
27 information which will continue to be highly relevant to Amgen's efforts to retain the market  
28 share for Neulasta® in the face of any biosimilar competition.

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Weiser Deceives Amgen About His Future Plans and  
Refuses to Certify His Compliance with His Contractual Obligations

71. On or about December 15, 2016, Weiser informed Amgen that he was retiring from Amgen. Weiser lied about his future plans. Before his departure, several employees asked Weiser if he was going to Coherus, and he gave carefully worded answers stating that he had not made any decisions yet, and that he did not plan to go to Coherus. He even told one employee that he had come into some family money, which allowed him time to look at his situation and plans. He told another employee that he didn't have another job lined up and he planned to spend some time in the Caribbean.

72. Amgen alleges, upon information and belief, that despite Weiser's statement that he had not made any plans, he was then, while still at Amgen, actively plotting his move to Coherus. On information and belief, Weiser visited Coherus' website on November 10, 2016—the same day he began a series of telephone calls with Rebecca Sunshine, the VP of Human Resources (HR) at Coherus, and Jim Hassard, a former Amgen employee, and now VP of Marketing at Coherus. Based on call logs, Hassard spoke on the phone with Weiser for 74 minutes on November 12, 2016, and Amgen alleges, upon information and belief, that Hassard induced Weiser to leave employment at Amgen and join Coherus.

73. Amgen alleges, upon information and belief, that by deceiving Weiser's colleagues about his plans to work for Coherus, Weiser and Coherus unfairly continued to leverage Weiser's role to gain access to Amgen's most sensitive pricing, contracting, and biosimilar defense strategies. Among other things, after Weiser informed senior management that he did not have a plan for after his retirement from Amgen, he was invited to attend the managers' meeting "kick-off" in January, which was held on the day before his last day as an Amgen employee. Surrounded by his trusting former teammates and senior management, Weiser attended the first day of the meeting where he was privy to confidential Amgen information highly relevant to his new position at Coherus. Had Amgen known that Weiser was going to Coherus, or even considering going to Coherus, he would not have been welcome at the event. If Weiser had been

1 forthcoming about his plans, as his duty of candor to Amgen required, he would have been asked  
2 to leave Amgen immediately and his access to Amgen materials terminated.

3 74. On January 10, 2017, the Amgen Law Department placed a call to Weiser to  
4 conduct an exit interview. Weiser was reminded of his contractual obligations to Amgen  
5 regarding his treatment and handling of Amgen confidential and proprietary information. Weiser  
6 was also asked to sign an Acknowledgment and Certification that he was in compliance with his  
7 obligations.

8 75. Although he had agreed in his PIIA to cooperate with Amgen's outboarding  
9 procedures, Weiser has refused to sign the Certification. Amgen alleges, upon information and  
10 belief, that Weiser refused to sign after Coherus retained counsel to represent him. This highly  
11 suspicious refusal to sign the Certification, which itself is a violation of his contractual  
12 obligations, is powerful evidence of his intent to continue to use Amgen's trade secret and  
13 confidential information.

14 **Upon Departure from Amgen, Weiser Steals Trade Secret and Confidential Materials and**  
15 **Then Tries to Destroy the Evidence of His Misconduct**

16 76. Amgen alleges, upon information and belief, that before Weiser left Amgen to  
17 work at Coherus he stole confidential information and trade secrets belonging to Amgen. Because  
18 the information Weiser stole provides Coherus with an unfair advantage in its attempt to steal  
19 Amgen's market share, Coherus had every incentive to induce Weiser's theft.

20 77. Amgen alleges, on information and belief, that Weiser connected multiple USB  
21 storage and other removable devices in the period before his departure from Amgen in order to  
22 download sensitive trade secret information.

23 78. In the months leading up to his departure, Weiser repeatedly connected two  
24 different Kingston DTVault Privacy USB Devices to his Amgen computer. Amgen alleges, on  
25 information and belief, that on October 23, 2016, Weiser copied several folders to one of these  
26 devices, including a folder called "a Competitive Threats," which contained highly confidential  
27 and trade secret documents capturing calculations created by Amgen to help evaluate what type of  
28 discount rates Amgen should make to particular hospitals for sales of Neupogen® and Neulasta®.

1 The calculations are the result of a careful determination of the rates Amgen can maintain based  
2 on the segmentation of the market and other competitive factors.

3 79. On November 12, 2016, the same day that Weiser talked to Hassard for over an  
4 hour, Weiser copied a folder called "Desktop" to one of the USB devices. The "Desktop" folder  
5 included a subfolder called "Neulasta Deep Dive." That folder contained highly confidential and  
6 trade secret documents including documents capturing Amgen's analysis of declining accounts for  
7 Neulasta®. That same day, Weiser copied additional files on to a USB device, including to the "a  
8 Competitive Threats" folder.

9 80. The trade secrets misappropriated by Weiser include at least the following, and  
10 discovery is likely to reveal additional misconduct:

11 (a) Three spreadsheets reflecting Amgen's confidential calculations for  
12 individual customers. The spreadsheets include historical sales data, a term sheet, cost analysis,  
13 and portfolio discount test. All of this information is highly sensitive information that Amgen  
14 uses to calculate discounts for certain customers that request more competitive discounts.

15 (b) Over fifty spreadsheets that appear to be field tools to determine the cost  
16 differences between Neupogen® and Zarxio (a Neupogen® biosimilar) for various customers and  
17 help Amgen determine whether to pursue a contract change for a particular customer. This  
18 information is highly sensitive because it reflects Amgen's confidential pricing information and  
19 understanding of the competitive marketplace.

20 81. Upon his departure from the company, Weiser failed to return at least six  
21 removable devices, all of which were property of Amgen, and at least one of which contained  
22 highly confidential and trade secret Amgen materials (as likely more do as well).

23 82. Amgen alleges, upon information and belief, that after stealing Amgen's most  
24 sensitive information, Weiser tried to destroy evidence in order to cover his tracks. Amgen is  
25 informed and believes that Weiser engaged in mass deletions of files and folders on his computer  
26 in the weeks leading up to his departure and on January 5, 2017, a day *after* his last day of  
27 employment at Amgen. He also wiped his company iPad before returning it to Amgen, apparently  
28 seeking to erase any evidence of his misconduct.

1           83.     After becoming aware of this breach, Amgen contacted Weiser on February 13,  
2 2017, asking him again to sign the Acknowledgment and Certification of his obligations to  
3 Amgen. He was asked to return the six USB devices and any and all other devices, documents, or  
4 data reflecting Amgen information. He was also told not to destroy or delete any Amgen  
5 information.

6           84.     Despite the fact that he was told to return and not destroy any Amgen information,  
7 within approximately one hour of receiving the request on February 13, 2017, Weiser deleted the  
8 entire contents of two of the requested USB drives. Weiser connected the USB drives to a non-  
9 Amgen computer in order to delete their contents and, therefore, upon information and belief, a  
10 forensic copy of the drive's contents may be on the computer.

11           85.     Weiser then returned the two deleted drives, along with two other USB devices  
12 from which all data had also been erased and that were not part of the group of six USB devices  
13 that Weiser had been requested to return. Thus, Amgen is informed and believes that Weiser  
14 continues to possess four of the six USB devices that Amgen requested and that had been  
15 connected to his Amgen computer for the purpose of transferring Amgen confidential information  
16 to the devices.

17           86.     On February 13, 2017, Weiser again notified Amgen that he refused to sign the  
18 Acknowledgment and Certification.

19           **Coherus Has Access to Trade Secret and Confidential Information of Amgen via Weiser**

20           87.     Amgen devoted decades to training Weiser and fostering his career; in return,  
21 Weiser stole not only valuable insight into Amgen's general commercial strategies, but also highly  
22 sensitive trade secret information about Amgen's discount and pricing strategies for specific  
23 customers.

24           88.     Amgen alleges, upon information and belief, that Weiser began employment at  
25 Coherus in 2017 as an Executive Director interacting directly with some of the same GPOs that he  
26 worked with while at Amgen.

27           89.     Amgen is informed and believes and therefore alleges that Weiser stole Amgen's  
28 highly confidential trade secret materials for the benefit of Coherus, and that he is now accessing



1 Amgen's strategic pricing and discount strategies for Neupogen® and Neulasta® for the benefit of  
2 Coherus and to the detriment of Amgen.

3 90. Amgen alleges, upon information and belief, that Coherus' possession of these  
4 highly confidential trade secret materials gives it an inside view into Amgen's strategic  
5 relationships with its customers. The materials stolen by Weiser disclose Amgen's actual or  
6 potential discounts, thus allowing Coherus to undercut Amgen's discounts by the narrowest of  
7 margins, down to the dollar. Absent the requested injunction, Coherus will no longer have to  
8 guess at Amgen's pricing and contracting strategy, which it spent considerable time and effort to  
9 develop. Weiser's theft of confidential, highly sensitive materials thus creates an unlevel playing  
10 field, granting Coherus an unwarranted competitive advantage.

11 91. Amgen further alleges, upon information and belief, that Coherus is attempting to  
12 unfairly capitalize on confidential information Weiser obtained in the course of his work with  
13 GPOs while at Amgen. Among other things, Amgen alleges, upon information and belief, that  
14 Weiser is meeting, on behalf of Coherus, with GPOs about whom he has material confidential  
15 information learned at Amgen.

16 92. Absent injunctive relief, the results of Weiser's misappropriation and breach of  
17 trust will be extremely detrimental to Amgen's business. Coherus will be able to unfairly use  
18 Amgen's strategic pricing and contracting documents to negotiate more effectively with current  
19 Neulasta® customers and undercut Amgen's position in the market and its market share.

20 93. By continuing to use and possess Amgen's confidential trade secret materials,  
21 Weiser is also in continuous breach of his confidentiality agreement. Amgen alleges, upon  
22 information and belief, that both the ongoing misappropriation and the continued breach are being  
23 done at Coherus' behest and for Coherus' benefit.

24 **Coherus Induces Former Amgen Employees to Violate Their Non-Solicit Obligations**

25 94. Coherus has been actively recruiting talented employees away from Amgen to  
26 develop and prepare for the launch of its biosimilars. In doing so, Amgen is informed and  
27 believes that Coherus has encouraged former Amgen employees to recruit their former colleagues,  
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1 even though by doing so these former Amgen employees would violate the non-solicit provisions  
2 in their PIAs.

3 95. Brian Williamson was employed as a Senior Scientist at Amgen from May 1995 to  
4 June 2014.

5 96. On or about May 22, 1995, Williamson signed a PIIA as part of his employment  
6 with Amgen. Under the PIIA, Williamson agreed that "for the period of my employment by the  
7 Company and for one (1) year after the date of termination of my employment by the Company I  
8 will not (i) induce any employee of the Company to leave the employ of the Company."

9 97. In or about June 2014, Williamson took a position as a Senior Scientist at Coherus.

10 98. On September 26, 2014, Williamson contacted Todd Luman, at the time a Senior  
11 Scientist at Amgen, via LinkedIn and asked if he needed a job. He indicated that Coherus was  
12 looking for a new cell culture leader for their new lab in Camarillo, California. When Luman  
13 expressed interest, Williamson then requested a resume from Luman.

14 99. One month later, on October 31, 2014, Luman left Amgen and, on information and  
15 belief, began work at Coherus in November 2014.

16 100. By actively soliciting Luman while Luman was still an Amgen employee,  
17 Williamson violated his clear obligation not to solicit Amgen employees for one year after the end  
18 of his employment. Amgen is informed and believes and therefore alleges that the solicitation was  
19 done at the behest of and for the benefit of Coherus. By bringing additional Amgen talent to  
20 Coherus, Coherus benefitted from Williamson's unlawful behavior.

21 101. Another example of improper solicitation by Coherus employees was conducted by  
22 James Hassard. Hassard joined Amgen on May 3, 1999. From approximately September 2013 to  
23 June 2015, Hassard held the position of Executive Director of Oncology Marketing. Later, from  
24 about June 2015 to July 2016, he was the Executive Director of Global Marketing.

25 102. On or about April 20, 1999, Hassard signed a PIIA in consideration of his  
26 employment with Amgen. Under the PIIA, Hassard agreed that "for the period of my employment  
27 by the Company and for one (1) year after the date of termination of my employment by the  
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1 Company I will not (i) induce any employee of the Company to leave the employ of the  
2 Company.”

3 103. In or about November 2016, Hassard took a position as the Vice President of  
4 Marketing at Coherus. Amgen is informed and believes that Hassard initiated contact with Weiser  
5 in or about November 2016 to actively recruit him to leave Amgen and join him at Coherus over a  
6 series of telephone calls. On November 10, 2016, Rebecca Sunshine, the VP of HR at Coherus,  
7 called Weiser; the call lasted 9 minutes. Two days later, on November 12, 2016, Hassard called  
8 Weiser; the call lasted three minutes. Later that day, Weiser called Hassard back and they spoke  
9 for 74 minutes.

10 104. Amgen is informed and believes that Hassard called Weiser to recruit him to  
11 Coherus. By actively soliciting Weiser while he was still an Amgen employee, Hassard acted in  
12 direct conflict with his clear obligation not to solicit Amgen employees for one year after the end  
13 of his employment. Amgen is informed and believes and therefore alleges that the solicitation was  
14 done at the behest of and for the benefit of Coherus. By bringing additional Amgen talent to  
15 Coherus, Coherus benefitted from Hassard's unlawful behavior.

16 105. In his PIIA, Weiser agreed that “for the period of my employment by the Company  
17 and for one (1) year after the date of termination of my employment by the Company I will not (i)  
18 induce any employee of the Company to leave the employ of the Company.”

19 106. In early February 2017, in violation of his one year non-solicit agreement with  
20 Amgen, Weiser shared Coherus' post on LinkedIn stating that Coherus is hiring GPO National  
21 Account Managers.

22 107. Amgen is informed and believes and therefore alleges that Coherus continues to  
23 encourage former Amgen employees to violate the non-solicit provisions in their PIIAs and recruit  
24 other Amgen employees.

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**CLAIMS FOR RELIEF**  
**FIRST CAUSE OF ACTION**  
**UNFAIR COMPETITION UNDER CALIFORNIA BUSINESS AND PROFESSIONS**  
**CODE SECTIONS 17200 ET SEQ.**  
**(ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

108. Amgen incorporates by reference as though fully set forth herein the allegations in Paragraphs 1 through 106 of this Complaint.

109. Defendants have engaged in conduct that constitutes unlawful, unfair, and fraudulent business practices in violation of California Business and Professions Code section 17200, *et seq.* That conduct includes, but is not limited to, the following predicate acts, each of which individually and in combination violates the law or constitutes unfair or fraudulent conduct:

(a) In violation of their duties of loyalty, and in breach of their contracts with Amgen, at least eight former Amgen employees stole property belonging to Amgen, including by placing such confidential documents, data, or information on USB drives and retaining those USB drives after they left Amgen's employ and/or by sending such materials to personal email addresses. Amgen alleges, upon information and belief, that these former employees acted for the benefit of Coherus and/or KBI and used or are using that confidential information to Amgen's detriment and for the benefit of Coherus and/or KBI;

(b) Weiser misled Amgen about his future plans, resulting in harm to Amgen;

(c) In order to evade suspicion as well as to deprive Amgen of access to its property, Weiser destroyed evidence of his wrongdoing by deleting Amgen files;

(d) Coherus and KBI induced employees to retain Amgen's property and to misuse such property in their new jobs to unfairly, unjustly, and unlawfully benefit Coherus and/or KBI; and

(e) Coherus induced employees to breach contractual duties not to solicit Amgen employees to leave their employment.

1 110. Amgen alleges, upon information and belief, that Defendants have taken the actions  
2 **alleged** in the Complaint with the intent to injure Amgen and to **gain an unfair competitive**  
3 **advantage in the marketplace.**

4 111. As a direct and proximate result of Defendants' unlawful conduct, Defendants have  
5 **unlawfully obtained funds and property in which** Amgen has an ownership interest, including but  
6 not limited to the trade secret and confidential material stolen by Weiser or Does 1-20. Amgen is  
7 entitled to restitution of all funds and property that Defendants acquired by means of their unfair  
8 **competition.** The exact amount of restitution and other available relief is not presently  
9 **ascertainable** but can be ascertained at trial. Amgen also seeks an injunction prohibiting  
10 Defendants and each of them from unfairly competing against Amgen.

11 **SECOND CAUSE OF ACTION**

12 **MISAPPROPRIATION OF TRADE SECRETS**

13 **CALIFORNIA CIVIL CODE § 3426, *ET SEQ.***

14 **(ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

15 112. Amgen incorporates by reference as though fully set forth herein the allegations in  
16 Paragraphs 1 through 106 of this Complaint.

17 113. As **alleged above**, Defendants have engaged in conduct that constitutes actual and  
18 threatened misappropriation of trade secrets in violation of the California Uniform Trade Secrets  
19 **Act, Cal. Civ. Code, § 3426 *et seq.***

20 114. As a direct and proximate result of Defendants' **unlawful conduct**, Amgen has  
21 **suffered, and will continue to suffer, substantial damages, and** Defendants have been unjustly  
22 **enriched in amounts** for which Amgen is entitled to **restitution.** The exact amount of restitution  
23 **and other available relief** is not presently **ascertainable**, but can be ascertained at trial.

24 115. In addition, Amgen seeks (a) an injunction requiring Defendants to return, and not  
25 **modify or destroy, any and all devices and data** reflecting and/or comprising Amgen trade secrets,  
26 **which are in the possession of Coherus, KBI, and/or former Amgen employees or others working**  
27 **at Coherus or KBI;** (b) a preliminary and permanent injunction against Defendants **enjoining** each  
28 of them from retaining, using, or disclosing Amgen's trade secrets, including **but not limited to an**

1 injunction against Defendants enjoining each of them from contacting any of the customers whose  
2 information is contained in the trade secret information stolen by Weiser, or otherwise from  
3 making any use of that trade secret information in order to prevent the actual or threatened  
4 misappropriation of Amgen's trade secrets; and (c) a permanent injunction against Coherus and  
5 KBI enjoining each of them from competing against Neulasta® unfairly in the marketplace with  
6 CHS-1701 (including by undercutting Amgen using trade secret pricing, customer, and contracting  
7 information or by manufacturing CHS-1701 using Amgen's trade secret processes) until such time  
8 as it and they have been cleansed of all of Amgen's trade secrets and other confidential  
9 information and until the advantages that Coherus and KBI obtained as a result of their unfair,  
10 unjust, and unlawful conduct are eliminated.

11 **THIRD CAUSE OF ACTION**

12 **BREACH OF CONTRACT**

13 **(ALL PLAINTIFFS AGAINST DEFENDANT WEISER AND DOES 1-20)**

14 116. Amgen incorporates by reference as though fully set forth herein the allegations in  
15 Paragraphs 1 through 106 of this Complaint.

16 117. As alleged above, Weiser signed a written agreement with Amgen on August 31,  
17 1992 which obligated him (1) to hold in confidence non-public information belonging to Amgen  
18 and to third parties who do business with Amgen, (2) to return all property belonging to Amgen  
19 immediately upon leaving Amgen, (3) to refrain from soliciting employees for a competitor  
20 company for twelve months after the termination of employment, and (4) to refrain from engaging  
21 in any employment or business activity other than for Amgen during the period of his  
22 employment. This agreement also required Weiser to sign a termination statement prior to leaving  
23 the company.

24 118. Weiser also was contractually obligated to follow company policies on the handling  
25 of confidential information and the return of company property at the end of his employment. He  
26 received training on such policies, including annual training on Amgen's Code of Conduct.

27 119. Weiser breached his agreements when he engaged in the conduct described in this  
28 Complaint, including but not limited to stealing Amgen's confidential and/or trade secret

1 information, failing to sign the termination certificate upon his departure, failing to return  
2 Amgen's property upon his departure, and failing to devote his utmost loyalty to Amgen.

3 120. Weiser breached his contractual agreement when he engaged in the conduct  
4 described in this Complaint, including, but not limited to inducing other Amgen employees to  
5 leave Amgen and join Coherus.

6 121. Amgen has suffered damages proximately caused by Weiser's breaches of contract,  
7 including compensatory and restitution damages.

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATION OF PENAL CODE SECTION 502**

10 **(ALL PLAINTIFFS AGAINST DEFENDANT WEISER AND DOES 15-20)**

11 122. Amgen incorporates by reference as though fully set forth herein the allegations in  
12 Paragraphs 1 through 106 of this Complaint.

13 123. California Penal Code section 502 makes unlawful the following acts, among  
14 others:

- 15 (a) "[k]nowingly access[ing] and without permission alter[ing], damage[ing],  
16 delet[ing], destroy[ing], or otherwise us[ing] any data, computer, computer  
17 system, or computer network in order to (A) devise or execute any scheme  
18 or artifice to defraud, deceive or extort, or (B) wrongfully control or obtain  
19 money, property, or data"; or
- 20 (b) "[k]nowingly access[ing] and without permission tak[ing], cop[ying], or  
21 mak[ing] use of any data from a computer, computer system, or computer  
22 network, or tak[ing] or cop[ying] any supporting documentation, whether  
23 existing or residing internal or external to a computer, computer system, or  
24 computer network"; or
- 25 (c) "[k]nowingly and without permission provid[ing] or assist[ing] in providing  
26 a means of accessing a computer, computer system, or computer network in  
27 violation" of section 502; or
- 28 (d) "[k]nowingly and without permission access[ing] or caus[ing] to be  
accessed any computer, computer system, or computer network."

124. Section 502 permits the "owner or lessee of the computer, computer system,  
computer network, computer program, or data who suffers damage or loss" by reason of any

1 violation of section 502 to bring a civil action for compensatory damages, injunctive relief, or  
2 other equitable relief, and further allows for reasonable attorneys' fees.

3 125. At all relevant times, Amgen owned the computers, systems network, and data now  
4 at issue.

5 126. Prior to resigning and on the day after the end of his employment, Weiser  
6 unlawfully accessed or caused to be accessed computers, computer systems, the computer  
7 network, and data owned by Amgen. He did so knowingly, without Amgen's permission, and  
8 with the intent to, among other things, wrongfully take the data. He also took these actions,  
9 without Amgen's permission, to wrongfully delete and/or destroy the data.

10 127. This unauthorized access was not carried out within the course and scope of  
11 Weiser's employment for Amgen, nor was it reasonably necessary for his work at Amgen.

12 128. Amgen has been damaged, and Weiser has been unjustly enriched as a result of this  
13 unlawful access, in an amount to be proven at trial, including but not limited to the significant  
14 expense required to investigate the security breaches and try to recover the lost data as a result of  
15 Weiser's unlawful access.

16 129. Weiser's conduct was willful and malicious, performed with the intent to do harm.  
17 Amgen is therefore entitled to an award of punitive and exemplary damages. In addition, Amgen  
18 is entitled to an award of reasonable attorneys' fees and costs incurred in pursuing this cause of  
19 action under Penal Code section 502, subdivision (e)(2).

20 **FIFTH CAUSE OF ACTION**

21 **BREACH OF DUTY OF LOYALTY**

22 **(ALL PLAINTIFFS AGAINST DEFENDANT WEISER AND DOES 1-20)**

23 130. Amgen incorporates by reference as though fully set forth herein the allegations in  
24 Paragraphs 1 through 106 of this Complaint.

25 131. Weiser owed Amgen a duty of loyalty during the time he was employed at Amgen.  
26 The Amgen Code of Conduct requires that employees act with honesty and integrity and that they  
27 conduct business with honest, integrity, and in a manner that protects Amgen's public image and  
28



1 reputation. Weiser completed Amgen's required Code of Conduct training and certified that he  
2 will comply with the Code each year for the last five years.

3 132. Weiser breached this duty by, among other things: (i) lying to Amgen about his  
4 future plans and intention to begin working for Coherus, and indeed actively concealing that fact,  
5 and, in so doing, causing Amgen to forego taking necessary precautions to protect itself in reliance  
6 on Weiser's representations; (ii) stealing Amgen's property (its information) for use at Coherus;  
7 (iii) destroying Amgen's property with the intention of destroying evidence and depriving Amgen  
8 of access to its property by, *inter alia*, deleting Amgen's documents; and (iv) failing to return  
9 property belonging to Amgen.

10 133. As a direct and proximate result of this unlawful conduct and breach of duty,  
11 Weiser has been and will continue to be unjustly enriched, and Amgen has been and will  
12 continued to be harmed. The exact amount of these damages is not presently ascertainable but  
13 will be proven at trial.

14 134. Weiser performed the foregoing acts, conduct, and omissions fraudulently,  
15 maliciously, and oppressively, with the intent and design to damage Amgen. By reason of this  
16 conduct, Amgen is entitled to recover punitive damages in an amount to be determined at the time  
17 of trial.

18 **SIXTH CAUSE OF ACTION**

19 **AIDING AND ABETTING BREACH OF DUTY OF LOYALTY**

20 **(ALL PLAINTIFFS AGAINST DEFENDANT COHERUS)**

21 135. Amgen incorporates by reference as though fully set forth herein the allegations in  
22 Paragraphs 1 through 106 of this Complaint.

23 136. Defendant Coherus aided and abetted Weiser's breach of duty of loyalty while he  
24 was still working at Amgen. Coherus was in frequent contact with Weiser while he was still  
25 employed at Amgen. Upon information and belief, Coherus assisted and encouraged Weiser in  
26 actively concealing his plans to work at Coherus, thereby preventing Amgen from taking  
27 precautions to protect itself.

28

1           137. Upon information and belief, Coherus encouraged Weiser to steal confidential and  
2 trade secret Amgen information for use at Coherus, and encouraged his failure and refusal to  
3 return property to Amgen. Coherus knew Weiser owed a duty of loyalty to Amgen; nevertheless,  
4 upon information and belief, Coherus encouraged Weiser and substantially assisted him in  
5 breaching those duties.

6           138. As a direct and proximate result of Coherus' aiding and abetting breaches of  
7 Weiser's duty of loyalty, Coherus has been and will continue to be unjustly enriched, and Amgen  
8 has been and will continue to be harmed. The exact amount of damages is not presently  
9 ascertainable but will be proven at trial.

10           139. Amgen alleges, upon information and belief, that Coherus performed the foregoing  
11 acts, conduct, and omissions fraudulently, maliciously, and oppressively, with the intent and  
12 design to damage Amgen. By reason of this conduct, Amgen is entitled to recover punitive  
13 damages in an amount to be determined at the time of trial.

14   **SEVENTH CAUSE OF ACTION**

15   **TORTIOUS INTERFERENCE WITH CONTRACT**

16   **(ALL PLAINTIFFS AGAINST DEFENDANT COHERUS)**

17           140. Amgen incorporates by reference as though fully set forth herein the allegations in  
18 Paragraphs 1 through 106 of this Complaint.

19           141. Amgen had valid and enforceable contracts with its former employees to protect its  
20 trade secrets and confidential information and to ensure that its former employees did not solicit  
21 Amgen employees for a year after departure.

22           142. Coherus was aware of the existence of these agreements, as set forth above. Many  
23 of Coherus's executives are former employees of Amgen, including but not limited to the Chief  
24 Executive Officer, Chief Technical Officer, Chief Scientific Officer, Vice President of Marketing,  
25 Vice President of Process Sciences, and Vice President of Process Development. Accordingly,  
26 Coherus is aware of the confidentiality and non-solicit obligations that apply to former Amgen  
27 employees.  
28

1 143. As set forth above, Coherus intentionally interfered with a number of Amgen  
2 contracts by, *inter alia*, inducing former Amgen employees to violate their confidentiality  
3 provisions and their obligations not to solicit current Amgen employees.

4 144. Coherus's intentional interference with the written agreements between Amgen and  
5 its former employees has caused Amgen to suffer damages in an amount to be proven at trial.

6 145. In interfering with these contractual relations, Coherus is guilty of oppression,  
7 fraud and malice. At all relevant times, Coherus knew of the contracts between Amgen and its  
8 former employees. Coherus knew their conduct would—and was intended to—result in  
9 substantial injury to Amgen. Such conduct was carried out with a willful and conscious disregard  
10 for the rights Amgen, which is therefore entitled to an award, in addition to compensatory  
11 damages, of punitive damages sufficient to punish Coherus and to discourage such conduct in the  
12 future.

#### 13 PRAYER FOR RELIEF

14 WHEREFORE, Amgen prays for relief from all Defendants and each of them as follows:

- 15 1. For an Order directing Defendants to immediately return to Amgen any and all  
16 property or information belonging to Amgen that was retained or disclosed by  
17 Weiser or any former Amgen employees now working at Coherus or KBI,  
18 including but not limited to electronic devices, equipment, storage media, web-  
19 based accounts, confidential documents, spreadsheets, customer lists, and files.  
20 Identified Amgen property in the possession of Coherus, KBI, or former Amgen  
21 employees or others working at Coherus or KBI, should be returned unmodified in  
22 its current state. To facilitate this, the Court shall issue an Order requiring  
23 Defendants to work with an agreed upon third party forensics vendor to preserve,  
24 remediate, and return all Amgen documents and information from the possession of  
25 Defendants and other former Amgen employees now working at Coherus;
- 26 2. For a preliminary injunction and permanent injunction enjoining and restraining  
27 Defendants, their representatives, agents, attorneys, employees, and all persons or  
28 entities acting in concert with them during the pendency of this action and

1 thereafter perpetually from obtaining, accessing, using, retaining, transmitting,  
2 copying, or disclosing any of Amgen's confidential, proprietary, or trade secret  
3 documents or information, including but not limited to a preliminary injunction and  
4 permanent injunction enjoining and restraining Coherus from using Amgen's trade  
5 secrets, contacting the customers identified in the trade secrets that Weiser  
6 misappropriated, competing against Neulasta® unfairly in the marketplace with  
7 CHS-1701, and/or otherwise making any use of that trade secret information in  
8 order to prevent the actual or threatened misappropriation of Amgen's trade secrets;

- 9 3. For a permanent injunction enjoining and restraining Defendants Coherus and KBI,  
10 their representatives, agents, attorneys, employees, and all persons or entities acting  
11 in concert with them during the pendency of this action and thereafter from unfairly  
12 competing against Neulasta® with CHS-1701 (including by undercutting Amgen  
13 using trade secret pricing and contracting information or by manufacturing CHS-  
14 1701 using Amgen's trade secret processes) until such time as it and they have  
15 been cleansed of all of Amgen's trade secrets and other confidential information  
16 and until the advantages that Coherus and KBI obtained as a result of their unfair,  
17 unjust, and unlawful conduct are eliminated;
- 18 4. For damages, lost profits, restitution, unjust enrichment, and/or disgorgement  
19 according to proof;
- 20 5. For punitive and exemplary damages, as permitted by law;
- 21 6. For costs of suit;
- 22 7. For reasonable attorneys' fees and costs incurred herein as allowed by law,  
23 including but not limited to attorneys' fees under California Penal Code section 502  
24 and California Civil Code section 3426.4;
- 25 8. For pre-judgment and post-judgment interest at the maximum legal rate, as  
26 provided by California law, as applicable, as an element of damages which Amgen  
27 has suffered as a result of Defendants' wrongful and unlawful acts; and  
28 9. For any such other relief as the Court may deem just and proper.

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DEMAND FOR JURY TRIAL

Amgen demands a jury trial on all issues so triable.

DATED: March 3, 2017

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