

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

Regeneron Pharmaceuticals, Inc.,

Plaintiff,

v.

Amgen Inc.,

Defendant.

C. A. No.: Case #1:22-cv-00697-JLH

**JURY VERDICT FORM**

We, the jury, unanimously find as follows:

**REGENERON'S FEDERAL ANTITRUST CLAIMS**

**Counts 1 and 3 – Monopolization (Sherman Act Section 2)**

1. Has Regeneron proven by a preponderance of the evidence that Amgen monopolized a relevant market in violation of Section 2 of the Sherman Act?

YES   X   (for Regeneron)  
NO        (for Amgen)

*Proceed to the next question.*

**Counts 2 and 4 – Attempted Monopolization (Sherman Act Section 2)**

2. Has Regeneron proven by a preponderance of the evidence that Amgen attempted to monopolize a relevant market in violation of Section 2 of the Sherman Act?

YES   X   (for Regeneron)  
NO        (for Amgen)

*Proceed to the next question.*

**Count 5 – Unreasonable Restraint of Trade (Sherman Act Section 1)**

3. Has Regeneron proven by a preponderance of the evidence that Amgen unreasonably restrained trade in violation of Section 1 of the Sherman Act?

YES X (for Regeneron)  
NO \_\_\_\_\_ (for Amgen)

*Proceed to the next question.*

**Count 6 – Clayton Act Section 3**

4. Has Regeneron proven by a preponderance of the evidence that Amgen violated Section 3 of the Clayton Act?

YES X (for Regeneron)  
NO \_\_\_\_\_ (for Amgen)

*Proceed to the next question.*

**REGENERON'S STATE LAW CLAIMS**

**Count 8 – California's Unfair Practices Act**

5. Has Regeneron proven by a preponderance of the evidence that Amgen violated California's Unfair Practices Act?

YES \_\_\_\_\_ (for Regeneron)

NO X (for Amgen)

*Proceed to the next question.*

**Count 9 – California's Cartwright Act**

6. Has Regeneron proven by a preponderance of the evidence that Amgen violated California's Cartwright Act?

YES X (for Regeneron)

NO \_\_\_\_\_ (for Amgen)

*Proceed to the next question.*

**Count 10 - New York's Donnelly Act**

7. Has Regeneron proven by a preponderance of the evidence that Amgen violated New York's Donnelly Act?

YES X (for Regeneron)  
NO \_\_\_\_\_ (for Amgen)

*Proceed to the next question.*

**Count 11 - Tortious Interference with Prospective Business Relations**

8. Has Regeneron proven by a preponderance of the evidence that Amgen tortiously interfered with Regeneron's prospective business relationships?

YES X (for Regeneron)  
NO \_\_\_\_\_ (for Amgen)

*If you answered "yes" to any of Questions 1 through 8, proceed to the directions preceding Question 9. If you answered "no" to all of Questions 1 through 8, please turn to the last page, sign the verdict sheet and inform the court security officer that you have reached a verdict.*

**DAMAGES**

9. If you answered “yes” to one or more of Questions 1-8 above, how much in compensatory damages, if any, has Regeneron proven it is entitled to? You should only include any damages amount once, even if you answered yes to more than one of Questions 1–8.

Answer in dollars: \$ 135.6 million (total for compensatory damages)

*Proceed to the next two questions. In answering Questions 10 and 11, you may include the same damages in both your answer to Question 10 and Question 11. In answering Questions 10 and 11, you may include the same damages in your answers to both Questions 10 and 11 as any amount you found in Question 9, and you need not divide the total amount of damages you found in Question 9 between the two questions.*

10. If you concluded in question 9 that Regeneron is entitled to any compensatory damages, what amount of damages, if any, do you find results from conduct that violated the Sherman Act, the Clayton Act, the Donnelly Act, the Cartwright Act, and/or the California Unfair Practices Act (Counts 1-10)?

Answer in dollars: \$ 135.6 million

*Proceed to the next question.*

11. If you concluded in question 9 that Regeneron is entitled to any compensatory damages, what amount of damages, if any, do you find results from conduct that amounted to tortious interference with prospective business relationships (Count 11)?

Answer in dollars: \$ 135.6 million

*Proceed to the next question.*

12. If you find that Regeneron has proven that punitive damages are appropriate for Count 11, what amount of punitive damages do you award?

Answer in dollars: \$ 271.2 million

*Proceed to the next question.*

\* \* \*

**Special Interrogatories**

If you have answered yes to any of questions 1-8 above, please answer the following additional questions as part of your deliberations. These questions should have no bearing on how you answer questions above.

13. Has Regeneron proven by a preponderance of the evidence that Repatha has market power in a relevant product market?

Yes   X  

No           

*Please proceed to the next question.*

14. Has Regeneron proven by a preponderance of the evidence that Enbrel possesses market power in a relevant product market?

Yes   X  

No           

*Please proceed to the next question.*

15. Has Regeneron proven by a preponderance of the evidence that Amgen's anticompetitive conduct substantially foreclosed Regeneron from the relevant market?

Yes   X  

No           

*Please turn to the last page, sign the verdict sheet and inform the court security officer that you have reached a verdict.*

**Signature and Date**

You have now reached the end of the verdict form and should review it to ensure it accurately reflects your unanimous determinations. The Jury Foreperson should then sign and date the verdict form in the spaces below. Each other juror should also sign in the spaces below, after which The Jury Foreperson should notify the Courtroom Deputy that you have reached a verdict. The Jury Foreperson should retain possession of the verdict form and bring it when the jury is brought back into the courtroom.

Date: 5/15/2025

By:

