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

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| RECKITT BENCKISER PHARMACEUTICALS INC., RB PHARMACEUTICALS LIMITED, and MONOSOL RX, LLC,<br><br>Plaintiffs,<br>v.<br>TEVA PHARMACEUTICALS USA, INC.,<br><br>Defendant. | ) | CA. No. 14-1451-RGA |
| RECKITT BENCKISER PHARMACEUTICALS INC. and MONOSOL RX, LLC,<br><br>Plaintiffs,<br>v.<br>PAR PHARMACEUTICAL, INC. and INTELGENX TECHNOLOGIES CORP.,<br><br>Defendants. | ) | CA. No. 14-1573-RGA |
| RECKITT BENCKISER PHARMACEUTICALS INC. and MONOSOL RX, LLC,<br><br>Plaintiffs,<br>v.<br>WATSON LABORATORIES, INC.,<br><br>Defendant. | ) | CA. No. 14-1574-RGA |

**~~PROPOSED~~ MARKMAN ORDER**

The Court having considered the Parties' Joint Claim Construction Brief (D.I. 108), Joint Claim Construction Statements (D.I. 91 and D.I. 92), Amended Joint Claim Construction Statement (D.I. 107), Joint Appendix (D.I. 109) and oral argument on March 31, 2016 (D.I. 174),

**IT IS HEREBY ORDERED** that the terms below, as used in United States Patent Numbers

8,906,277 ("the '277 patent"); 8,900,497 ("the '497 patent"); 8,603,514 ("the '514 patent"); 8,475,832 ("the '832 patent"); and 8,017,150 ("the '150 patent"), are construed as follows:

**The '277 and '497 Patents (the Process Patents):**

1. "said [polymer] matrix having a substantially uniform distribution of [said/said pharmaceutical/at least one] active" is construed as "[an active/a pharmaceutical active] is distributed in the [polymer] matrix such that individual dosage units do not vary by more than 10% from the intended amount of the active for that dosage unit." ('277 patent, claim 1; '497 patent, claims 1, 26, 27, 30).
2. "to maintain said uniform distribution of said [pharmaceutical/at least one] active by locking-in or substantially preventing migration of said [pharmaceutical/at least one] active" is construed as "to maintain a distribution of [an active/a pharmaceutical active] by drying to form a viscoelastic solid film, thereby limiting its migration such that individual dosage units do not vary by more than 10% from the intended amount of the active for that dosage unit." ('277 patent, claim 1; '497 patent, claims 1, 26, 27, 30).
3. "film having a substantially uniform distribution of said at least one active component" is construed as "[an active/a pharmaceutical active] is distributed in the film such that individual dosage units do not vary by more than 10% from the intended amount of the active for that dosage unit." ('497 patent, claims 1, 26, 27).
4. "rapidly" is construed as having its plain and ordinary meaning. ('277 patent, claim 1; '497 patent, claims 1, 26, 27, 30).
5. "drying" is construed as "drying without solely employing conventional convection air drying from the top." ('277 patent, claim 1; '497 patent, claims 1, 26, 27, 30).

6. "wherein said drying apparatus uses air currents" is construed as "wherein said drying apparatus uses bottom-drying air currents alone or in combination with top-drying air currents." ('277 patent, claim 1).

**The '514, '832, and '150 Patents (the Orange Book Patents) – Teva Only:**

7. "a taste-masking agent coated or intimately associated with said particulate [active]" is construed as having its plain and ordinary meaning. ('514 patent, claims 1 and 28).
8. "said matrix has a viscosity sufficient to aid in substantially maintaining non-self-aggregating uniformity of the active in the matrix" is construed as "viscosity sufficient to provide little to no aggregation of the active within the film." ('514 patent, claims 1, 16, 28, 48, 58, and 62).
9. "dried without loss of substantial uniformity" is construed as follows: "without loss of substantial uniformity" is construed as "such that individual dosage units do not vary by more than 10% from the intended amount of active for that dosage unit" and "dried" is construed as "dried without solely employing conventional convection air drying from the top." ('514 patent, claims 28 and 62).
10. "wherein said local pH is from about 3 to about 3.5" is not construed. ('832 patent, claims 1 and 9).
11. "at least one water-soluble polymer component consisting of polyethylene oxide in combination with a hydrophilic cellulosic polymer; wherein: the water-soluble polymer component comprises greater than 75% polyethylene oxide and up to 25% hydrophilic cellulosic polymer" is construed as "at least one water-soluble polymer component consisting of polyethylene oxide in combination with a hydrophilic cellulosic polymer; wherein: the water-soluble polymer component comprises greater

than 75% polyethylene oxide and up to 25% hydrophilic cellulosic polymer." ('150 patent, claim 1).

12. "at least one water-soluble polymer component consisting of polyethylene oxide in combination with a hydrophilic cellulosic polymer; wherein: the water-soluble polymer component comprises the hydrophilic cellulosic polymer in a ratio of up to about 4:1 with the polyethylene oxide" is construed as "at least one water-soluble polymer component consisting of polyethylene oxide in combination with a hydrophilic cellulosic polymer; wherein: the water-soluble polymer component comprises the hydrophilic cellulosic polymer in a ratio of up to about 4:1 with the polyethylene oxide." ('150 patent, claim 10).

DATED: July 7, 2016

Honorable Richard G. Andrews
United States District Judge