

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

TRUSTEES OF THE UNIVERSITY OF
PENNSYLVANIA,

Plaintiff,

vs.

ST. JUDE CHILDREN'S RESEARCH
HOSPITAL, INC.,

Defendant,

and

JUNO THERAPEUTICS, INC.,

Intervenor.

Civil Action No. 2:13-cv-01502-SD

JURY TRIAL DEMANDED

ANSWER

Intervenor defendant Juno Therapeutics, Inc. ("Juno") hereby answers the Amended Complaints filed by plaintiff Trustees of the University of Pennsylvania ("Penn") in the above-captioned matter. Because Penn filed two complaints prior to the consolidation of the two actions, Juno answers each complaint separately, in accordance with the numbered Paragraph thereof, as set forth below. To the extent the unnumbered headings contained in the Amended Complaints contain allegations supporting Penn's claims, they are denied. Juno further states that any allegation in the Amended Complaint that is not expressly admitted below is denied.

ANSWER TO PENN'S AMENDED COMPLAINT IN THE PATENT ACTION

PARTIES

1. Juno admits that Penn is a non-profit organization with a place of business at 3451 Walnut Street, Philadelphia, Pennsylvania 19104, and lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 1.

2. Juno admits the allegations in Paragraph 2, except that Juno alleges that St. Jude conducts research into and provides treatment for a variety of catastrophic childhood illnesses, not limited to pediatric cancer.

3. Juno admits the allegations in Paragraph 3, except that Juno denies that ALSAC is controlled or owned by St. Jude.

JURISDICTION

4. Paragraph 4 alleges conclusions of law to which no answer is required. To the extent an answer is required, Juno admits the allegations in Paragraph 4.

5. Paragraph 5 alleges conclusions of law to which no answer is required. To the extent an answer is required, Juno admits the allegations in Paragraph 5, except that it denies that St. Jude has had significant contacts with the Eastern District of Pennsylvania and denies that ALSAC is controlled or owned by St. Jude.

6. Paragraph 6 alleges conclusions of law to which no answer is required. To the extent an answer is required, Juno admits the allegations in Paragraph 6.

7. Juno admits on information and belief that Carl H. June, M.D., is a professor of Pathology and Laboratory Medicine at Penn's Perelman School of Medicine. Because Penn has failed to describe with any specificity the nature of the purported "Penn Immunotherapy," Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 7.

8. Juno denies the allegations in Paragraph 8 to the extent Penn asserts that Dr. June and his colleagues developed a "CD19 ScFv DNA" receptor. Because Penn has failed to describe with any specificity the nature of the purported "Penn Immunotherapy," Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 8.

A. **U.S. Patent No. 8,399,645**

9. Admitted.

10. Admitted.

11. Admitted.

12. Admitted.

13. Admitted.

14. Admitted.

B. Procedural Posture Of Litigation Between The Parties

15. Admitted.

16. Juno admits that Paragraph 16 correctly quotes a portion of Paragraph 1 of the 2003 Material Transfer Agreement ("MTA"). It is further admitted that copies of the 2003 and 2007 MTAs are attached to the Amended Complaint. Any characterization of the 2003 or 2007 MTAs is denied because the documents speak for themselves. It is further admitted that St. Jude provided Dr. Campana's anti-CD19-BB ζ chimeric T cell receptor construct (identified as the "anti-CD 19-BB ζ chimeric receptor construct" in the 2007 MTA) to Penn and Dr. June. Juno denies the remaining allegations in Paragraph 16.

17. Juno admits that Paragraph 17 correctly quotes a portion of Paragraph 17 and Paragraph 18 of St. Jude's July 11, 2012 complaint. It is further admitted that a copy of St. Jude's July 11, 2012 complaint is attached to the Amended Complaint. Any characterization of the July 11, 2012 complaint is denied because the document speaks for itself.

18. Denied.

19. Juno admits that Paragraph 62 of St. Jude's July 11, 2012 complaint states: "Upon information and belief, St. Jude alleges that Penn is discussing or has discussed with Kleiner Perkins commercialization of the Materials, in violation of the 2003 and 2007 Agreements." Juno denies the remaining allegations of Paragraph 19. Any characterization of the July 11, 2012 complaint is denied because the document speaks for itself.

20. Juno admits that Paragraph 20 correctly quotes from pages 1-2 of "St. Jude's Opposition to Defendant's Motion to Dismiss or, in the Alternative, for Change of Venue," except that Paragraph 20 mistakenly uses the word "attach" rather than "attack." It is further

admitted that a copy of St. Jude's opposition is attached to the Amended Complaint. Any characterization of St. Jude's opposition is denied because the document speaks for itself.

21. Admitted. However, Penn filed an Amended Complaint on September 6, 2012.

22. Admitted.

23. Juno admits that Paragraph 23 correctly quotes two sentences from St. Jude's "Memorandum of Law in Support of Defendant's Motion to Dismiss or Stay" dated September 24, 2012, except that Paragraph 23 mistakenly uses the phrase "leukemia cells" rather than "leukemic cancer cells." It is further admitted that a copy of St. Jude's memorandum is attached to the Amended Complaint. Any characterization of St. Jude's memorandum is denied because the document speaks for itself.

24. Admitted.

25. Admitted.

26. Admitted.

27. Denied.

28. Juno admits that a copy of United States Patent No. 8,399,645, entitled "Chimeric Receptors with 4-1BB Stimulatory Signaling Domain" ("Campana 645 patent") is attached to the Amended Complaint. Any characterization of the Campana 645 patent, including column 1, lines 35-39, is denied because the document speaks for itself.

29. Juno admits that St. Jude has sued Penn. The rest of the allegations characterize the contents of a document that speaks for itself and they are, accordingly, denied.

30. Juno admits that Penn filed a complaint against St. Jude in July 2012. It is further admitted that a copy of Penn's July 2012 complaint is attached to the Amended Complaint as Exhibit F. It is further admitted that Penn's July 2012 complaint seeks a "declaration that [Penn] has not materially breached the 2003 MTA" or "the 2007 MTA" in its "Prayer for Relief." Juno denies that Penn's July 2012 complaint includes a Paragraph 69 and denies the remaining allegations. Any characterization of the July 11, 2012 complaint is denied because the document speaks for itself.

31. Juno lacks knowledge or information sufficient to form a belief as to Penn's state of mind, and therefore denies the allegations in paragraph 31.

32. Paragraph 32 contains conclusions of law to which no answer is required. To the extent an answer is required, Juno denies the allegations in Paragraph 32.

33. Paragraph 33 contains conclusions of law to which no answer is required. To the extent an answer is required, Juno denies the allegations in Paragraph 33.

COUNT I -- Declaration Of Non-Infringement

34. Juno incorporates by reference its responses in Paragraphs 1-33 above.

35. Denied.

36. Juno admits that Penn seeks a judicial determination and denies the remaining allegations in Paragraph 36.

COUNT II -- Declaration Of Invalidity

37. Juno incorporates by reference its responses in Paragraphs 1-36 above.

38. Denied.

39. Juno admits that Penn seeks a judicial determination and denies the remaining allegations in Paragraph 39.

AFFIRMATIVE DEFENSES

Juno reserves all affirmative defenses under Rule 8(c) of the Federal Rules of Civil Procedure, the Patent laws of the United States, and any other defenses at law or in equity that may exist now or that may be revealed and available in the future based on discovery and further factual investigation.

PENN'S REQUEST FOR RELIEF

WHEREFORE, Juno denies that Penn is entitled to the relief requested in its Amended Complaint or any other relief.

ANSWER TO PENN'S AMENDED COMPLAINT IN THE CONTRACT ACTION

PARTIES

1. Juno admits that Penn is a non-profit organization with a place of business at 3451 Walnut Street, Philadelphia, Pennsylvania 19104, and lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 1.

2. Juno admits the allegations in Paragraph 2, except that it alleges that St. Jude conducts research into and provides treatment for a variety of catastrophic childhood illnesses, not limited to pediatric cancer.

3. Admitted.

JURISDICTION AND VENUE

4. Paragraph 4 alleges conclusions of law to which no answer is required. To the extent an answer is required, Juno admits the allegations of Paragraph 4.

5. Paragraph 5 alleges conclusions of law to which no answer is required. To the extent an answer is required, Juno admits the allegations in Paragraph 5.

6. Paragraph 6 alleges conclusions of law to which no answer is required. To the extent an answer is required, Juno admits the allegations in Paragraph 6, except that it denies that St. Jude has had significant contacts with the Eastern District of Pennsylvania.

FACTUAL ALLEGATIONS

7. Admitted.

8. Juno admits and alleges that Dr. June and his colleagues have been using a CD19 ScFv construct that causes T cells to express a chimeric antigen receptor ("CAR") developed at St. Jude. Juno further admits that the strands of polynucleotide chains that make up DNA are held together by hydrogen bonds between complementary pairs of nitrogenous bases, or "base pairs." Because Penn has failed to describe with any specificity the nature of the purported "Penn Immunotherapy," Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 8, but admits and alleges that the purported Penn Immunotherapy contains or was developed using "Material" or "Materials" as those terms

are defined in the 2003 MTA and the 2007 MTA referred to in Paragraphs 13 and 17 of this Answer. In further answer to Paragraph 8, Juno incorporates by reference its answer to Paragraph 16 below.

9. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 9, except that it admits that the May 13, 2012 Minimal Residual Disease report speaks for itself, and denies any and all allegations purporting to characterize the contents of that report.

10. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 10, except that it admits that any publications referenced in that Paragraph speak for themselves, and denies any and all allegations purporting to characterize the contents of those publications.

11. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 11, except that it admits and alleges that Dr. Campana presented a paper regarding the anti-CD19 chimeric receptor construct at an American Society of Hematology ("ASH") conference in San Diego, California, in December 2003.

12. Juno admits and alleges that, following the December 2003 ASH conference, Drs. June and Campana communicated with each other about Dr. Campana's presentation and Dr. Campana's anti-CD19 chimeric receptor construct. Juno further admits and alleges that Dr. June thereafter sought and obtained a sample of Dr. Campana's anti-CD19 BB- ζ chimeric receptor construct for use only under and in accordance with the terms and conditions of two successive written material transfer agreements. Juno denies the remaining allegations in Paragraph 12.

13. Juno denies the allegations in Paragraph 13, except that it admits that, on December 17, 2003, St. Jude executed a two-page Collaboration and Materials Transfer Agreement dated December 10, 2003, of which a copy is attached as Exhibit D to the Amended Complaint, and further admits that Dr. Campana sent "Material," including in particular an anti-CD19 BB- ζ chimeric receptor construct, as described in the 2003 MTA to Dr. June in Philadelphia, Pennsylvania, on December 17, 2003, as well. Juno lacks knowledge or

information sufficient to form a belief as to the truth or falsity of the allegation that Penn executed the 2003 MTA on December 17, 2003. Juno denies the remaining allegations in Paragraph 13.

14. Juno admits that Dr. Campana is no longer employed by St. Jude and that he currently serves as a Professor at the National University of Singapore, Department of Pediatrics. Juno denies the remaining allegations in Paragraph 14.

15. Juno denies the allegations in Paragraph 15 that Dr. Campana was not involved in Dr. June's research, and that he did not collaborate with Dr. June or his laboratory. The allegation that the June Construct is an "invention" is a legal conclusion to which no answer is required. To the extent an answer to the "invention" allegation is required, Juno denies the allegation, and in the alternative admits and alleges that if the June Construct is an invention, St. Jude collaborated in it. Juno admits that Dr. Campana provided "Material," including without limitation his anti-CD19 BB- ζ chimeric receptor construct, to Dr. June pursuant to the 2003 MTA. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 15.

16. Juno admits that the Campana Construct uses a retroviral vector, and that the June Construct uses a lentiviral vector (a lentivirus being a subclass of retrovirus). Juno admits and alleges that the June Construct and the Campana Construct have some different promoters and enhancers, but that these DNA elements do not encode the structure of the CAR at all. Juno further admits and alleges that the CAR DNA (that portion of the DNA that encodes the entire structure of the CAR) of the June Construct is identical—in all but a single base pair out of approximately 1,500—to the Campana CAR DNA elements from which it was made. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 16 that "Dr. June and his colleagues were the first researchers ever to use HIV-1 as the vector in immunotherapy for cancer patients," and that "the June Construct has been shown to perform optimally only when expressed in human T cells using the Penn Immunotherapy

technology." Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 16.

17. Juno denies that St. Jude executed the three-page 2007 MTA in February 2008, and denies that the 2007 MTA was executed "at the request of St. Jude personnel." Juno admits that a copy of the 2007 MTA is attached as Exhibit E to the Amended Complaint, and that the 2007 MTA speaks for itself. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 17.

18. Admitted.

19. Denied.

20. Juno admits that the 2003 MTA and the 2007 MTA speak for themselves, and denies the purported characterization of them contained in Paragraph 20.

21. Juno admits that the 2003 MTA and the 2007 MTA speak for themselves, and denies the purported characterization of them contained in Paragraph 21.

22. Since the Amended Complaint does not provide specifics of the "Penn Immunotherapy," Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 22. In further answer to Paragraph 22, Juno incorporates by reference its answers to Paragraphs 8 and 16 above.

23. Juno admits the publication of the articles published in or about August 2011, admits that the articles speak for themselves, and lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 23.

24. Denied.

25. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 25.

26. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 26.

27. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 27.

28. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 28.

29. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 29.

30. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 30.

31. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 31.

32. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 32.

33. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 33.

34. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 34.

35. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 35.

36. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 36.

37. Juno admits that on July 11, 2012, St. Jude filed a complaint against Penn in the United States District Court for the Western District of Tennessee (the "Tennessee Complaint") (*St. Jude Children's Research Hospital, Inc. v. The Trustees of the University of Pennsylvania*, Civil Action No. 12-2579), and that a copy of the Tennessee Complaint is attached to the Amended Complaint as Exhibit G. Juno denies the remainder of the allegations of Paragraph 37.

38. Admitted.

39. Denied.

40. Paragraph 40 contains conclusions of law to which no answer is required. To the extent an answer is required, Juno denies the allegations in Paragraph 40.

41. Admitted.

42. Juno admits that the Tennessee Complaint speaks for itself, and denies any and all allegations purporting to characterize the Tennessee Complaint,

43. Denied.

44. Denied.

45. Denied.

46. Denied.

47. Denied.

48. Denied.

49. Denied.

50. Denied.

51. Denied.

52. Denied.

53. Denied.

54. Denied.

55. Denied.

56. Denied.

57. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegation in Paragraph 57 that "St. Jude's actions had a detrimental impact on Penn's collaboration with Novartis." Juno denies the remaining allegations in Paragraph 57.

58. Juno lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegation in Paragraph 58 that "[a]s of July 10, 2012, Penn and Novartis had made substantial progress towards reaching an agreement." Juno denies the remaining allegations in Paragraph 58.

COUNT I

59. By memorandum opinion and order dated April 12, 2013, the Court dismissed Count I of the Amended Complaint. Accordingly, no answer is necessary in response to this count.

COUNT II

69. Juno repeats and realleges the answers to Paragraphs 1 through 68 of the Amended Complaint as though fully set forth herein.

70. Juno admits that Penn purports to assert a claim for a declaratory judgment. Juno denies the remaining allegations in Paragraph 70.

71. Paragraph 71 contains conclusions of law to which no answer is required. To the extent an answer is required, Juno admits the allegations in Paragraph 71.

72. Paragraph 72 contains conclusions of law to which no answer is required. To the extent an answer is required, Juno admits the allegations in Paragraph 72.

73. Admitted.

74. Paragraph 74 contains conclusions of law to which no answer is required. To the extent an answer is required, Juno admits the allegations in Paragraph 74.

75. Paragraph 75 contains conclusions of law to which no answer is required. To the extent an Answer is required, Juno denies the allegations in Paragraph 75.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Failure To State A Claim)

1. The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Waiver/Estoppel/Laches/Unclean Hands)

2. Penn's claims are barred by the doctrines of waiver, estoppel, laches, unclean hands, and acquiescence.

THIRD AFFIRMATIVE DEFENSE

(No Damages)

3. Penn has not alleged a claim for damages. However, if and to the extent that Penn is permitted to allege or seek recovery for damages or losses, Juno alleges that Penn has not suffered any such damages or losses, and that any such damages or losses were a result of Penn's own conduct and omissions.

FOURTH AFFIRMATIVE DEFENSE

(No Liability For Acts Of Others)

4. Penn has not alleged a claim for damages. However, if and to the extent that Penn is permitted to allege or seek recovery for damages or losses, Juno alleges that Penn has not suffered any such damages or losses, and that any such damages or losses were caused by others over whom Juno had no control.

FIFTH AFFIRMATIVE DEFENSE

(Failure To Mitigate Damages)

5. Penn has not alleged a claim for damages. However, if and to the extent that Penn is permitted to allege or seek recovery for damages or losses, Juno alleges that Penn has not suffered any such damages or losses, and that any damages sought by Penn are not recoverable because Penn has failed to mitigate its damages.

WHEREFORE, Juno requests that judgment be entered against Penn as follows:

1. that Penn take nothing by its action;
2. that Juno recover its costs of suit; and
3. that Juno be awarded such other and further relief as the Court deems just and proper.

COUNTERCLAIM

1. Defendant and Counterclaimant Juno, for its counterclaim against plaintiff and counterclaim defendant Penn, states as follows:

JURISDICTION AND VENUE

2. This is an action for a declaration or judgment of patent infringement arising under the patent laws of the United States, Title 35, United States Code. This Court has original

jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1338(a) and 2201-2202. Venue is proper in this Judicial District under 28 U.S.C. § 1391(b) and (c) and § 1400(b).

THE PARTIES

3. St. Jude is a non-profit corporation duly organized under the laws of the State of Tennessee with its principal place of business in Shelby County, Tennessee.

4. Juno is a corporation duly organized under the laws of the State of Delaware with its principal place of business at 8725 W. Higgins Road, Suite 290, Chicago, IL 60631.

5. Penn is a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania with a principal place of business at 3451 Walnut Street, Philadelphia, Pennsylvania.

6. According to the records of the Pennsylvania Department of State, Penn may be served with process at its registered office located at 3451 Walnut Street, Room 73 7, Franklin Building, Office of VP for Finance and Treasurer, Philadelphia, PA 19104.

FACTUAL ALLEGATIONS

7. Juno incorporates by reference and realleges the averments set forth in Paragraphs 13-65 of St. Jude's complaint originally filed in *St. Jude Children's Research Hospital, Inc. v. The Trustees of The University of Pennsylvania*, Civil Action NO. 2:12-cv-02579-JFM-dkv (W.D. Tenn.). Dkt. 16, Exhibit D.

8. Juno is a recently-formed biotechnology startup launched by several of the world's leading cancer research institutes—the Fred Hutchinson Cancer Research Center, Memorial Sloan-Kettering Cancer Center and Seattle Children's Research Institute. Juno's mission is to pursue a comprehensive clinical development plan to obtain regulatory approval for curative immunotherapies for cancer, and thus to make this groundbreaking technology widely available to cancer patients as soon as possible.

9. On December 3, 2013, Juno entered into an agreement with St. Jude for an exclusive license to St. Jude's patented chimeric antigen receptor ("CAR") technology for cancer immunotherapies, including St. Jude's U.S. Patent No. 8,399,645.

10. Pursuant to the license agreement, after reimbursement of St. Jude's litigation costs to date, any net recovery in the present litigation will be shared between the parties, with 70% of the proceeds going to Juno and 30% going to St. Jude. *Id.*

11. As part of the agreement, Juno is obligated to "join as a party, and control, pursue and defend" claims related to the MTAs. *Id.*

12. In addition, as confirmed in a separate agreement between Juno and St. Jude dated December 5, 2013, St. Jude has assigned to Juno "joint ownership of legal title to" and "an undivided interest in" its breach of contract claim against Penn.

COUNT I

(Breach of Contract)

13. Juno hereby re-alleges the averments set forth in the preceding paragraphs of this Counterclaim.

14. St. Jude, Dr. June and Penn entered into two enforceable contracts—the 2003 Agreement and the 2007 Agreement.

15. St. Jude has sued Penn for breaches for the 2003 and 2007 Agreements in Tennessee. Dkt. 16, Ex. D. The contract action in Tennessee has since been consolidated with the present action. Dkt. 21 (Order to Consolidate Cases).

16. Under the December 3, 2013 license agreement between Juno and St. Jude, and as confirmed in a separate agreement between Juno and St. Jude dated December 5, 2013, St. Jude has assigned to Juno "joint ownership of legal title to" and "an undivided interest in" its breach of contract claim against Penn. In addition, after reimbursement of St. Jude's litigation costs to date, any net recovery in the present litigation will be shared between Juno and St. Jude.

17. On information and belief, Penn is vicariously liable for the acts and omissions of Dr. June under the doctrines of respondeat superior, principal and servant, co-adventurer, agency and/or joint venture.

18. The acts and omissions of Dr. June and Penn constitute material uncured breaches of both the 2003 Agreement and 2007 Agreement.

19. Dr. June and Penn have failed to cure their material breaches of the 2003 Agreement and 2007 Agreement.

20. The acts of Dr. June and Penn have caused and will continue to cause St. Jude and Juno consequent and proximate injury.

21. St. Jude and Juno are suffering immediate and irreparable injury as a result of Dr. June and Penn's breaches of the 2003 Agreement and 2007 Agreement.

22. If Penn's conduct is not permanently enjoined by this Court, St. Jude and Juno will continue to be harmed.

23. St. Jude and Juno have no adequate remedy at law.

24. There is a substantial likelihood that St. Jude and Juno will prevail on the merits of this Action against Penn.

25. There is a substantial threat that St. Jude and Juno will suffer irreparable injury if the preliminary injunction is denied.

26. The threatened injury to St. Jude and Juno outweighs any putative threatened injury to Penn.

27. Granting the injunctive relief St. Jude and Juno seeks will not disserve the public interest.

28. St. Jude and Juno are entitled to an Order or Injunction of specific performance, directing Penn to specifically perform the 2003 Agreement and 2007 Agreement.

29. On information and belief formed through communications with Kleiner Perkins, Dr. June and Penn intend to commercially develop or exploit the Materials.

30. If Dr. June and Penn commercially develop or exploit the Materials, their actions and omissions will deprive St. Jude and Juno of substantial income to which they are legally and equitably entitled, for the reasons pleaded herein.

31. On information and belief, Dr. June's and Penn's past and current actions, inactions and omissions, as well as their likely intentions, represent an attempt to obtain legal title to the Materials in violation of their duties to St. Jude and in violation of the 2003 and 2007 Agreements.

32. On information and belief, Dr. June's and Penn's past and current actions, inactions and omissions, as well as their likely intentions, represent an attempt to obtain legal title to the Materials by inequitable and unlawful means.

33. On information and belief, Dr. June's and Penn's past and current actions, inactions and omissions, as well as their likely intentions, represent an attempt to obtain legal title to the Materials with notice of St. Jude's rights of entitlement to the benefits of the Materials.

34. Penn's actions and omissions have been intentional, malicious and/or reckless. Accordingly, St. Jude and Juno are entitled to an award of punitive damages against Penn.

JUNO'S REQUESTED RELIEF

WHEREFORE, Juno prays for judgment:

A. A Final Judgment and Permanent Injunction of Specific performance of the 2003 Agreement and 2007 Agreement;

B. A Final Judgment and Permanent Injunction ordering the submission of the following for publication in The New England Journal of Medicine by Penn:

“Dr. Dario Campana and St. Jude Children’s Research Hospital designed and provided the chimeric antigen receptor used in the studies described in the manuscript entitled, “*Chimeric Antigen Receptor-Modified T Cells in Chronic Lymphoid Leukemia*” (*N Engl J Med* 8: 725-733 (2011)). We regret the inadvertent omission of an acknowledgement expressing our gratitude to Dr. Campana and St. Jude in the print version of that article[;]”

C. A Final Judgment and Permanent Injunction ordering the submission of the following for publication in *Science Translational Medicine* by Penn:

“Dr. Dario Campana and St. Jude Children’s Research Hospital designed and provided the chimeric antigen receptor used in the studies described in the manuscript entitled, “*T Cells With Chimeric Antigen Receptors Have Potent Antitumor Effects and Can Establish Memory in Patients With Advanced Leukemia*” (*Science Translational Medicine*, Vol. 3 Issue 95 95ra73 (2011)). We regret the inadvertent omission of an acknowledgement expressing our gratitude to Dr. Campana and St. Jude in that article[;]”

- D. A Final Judgment and Permanent Injunction ordering that all future publications and public disclosures that report a study involving the use of the chimeric antigen receptor (“CAR”) or CAR coding sequence designed and provided by Dr. Campana, including the plasmid described in *N Engl J Med* 8: 725-733 (2011), as well as any CAR or CAR coding sequence that contains minor changes that do not substantially change the CAR’s function, shall include this acknowledgement: “The chimeric antigen receptor used in this study was designed and provided by Dr. Dario Campana and St. Jude Children’s Research Hospital[;]”
- E. A Final Judgment and Permanent Injunction ordering Penn to utilize a Joint Materials Transfer Agreement (“Joint MTA”) covering the distribution of materials that contain the CAR or CAR coding sequence designed and provided by Dr. Campana, including the plasmid described in *N Engl J Med* 8: 725-733 (2011), as well as any CAR or CAR coding sequence that contains minor changes that do not substantially change the CAR’s function, to other academics for research purposes;
- F. A Final Judgment and Permanent Injunction ordering Penn not to enter into any agreement, without Juno’s prior written approval, involving the commercialization or exploitation of any Materials that contain the CAR or CAR coding sequence designed and provided by Dr. Campana, including the plasmid described in *N Engl J Med* 8: 725-733 (2011), as well as any CAR or CAR coding sequence that contains minor changes that do not substantially change the CAR’s function;

- G. A Final Judgment and Permanent Injunction ordering Penn to provide Juno a list of everyone to whom Penn or Dr. June have distributed the CAR or CAR coding sequence designed and provided by Dr. Campana, including the plasmid described in *N Engl J Med* 8: 725-733 (2011), as well as any CAR or CAR coding sequence that contains minor changes that do not substantially change the CAR's function, and demand that each distributee execute a Joint MTA with St. Jude or immediately terminate their use of what was distributed to them;
- H. A Final Judgment and Permanent Injunction ordering Penn to provide Juno a copy of all patent applications for inventions containing the CAR or CAR coding sequence designed and provided by Dr. Campana, including the plasmid described in *N Engl J Med* 8: 725-733 (2011), as well as any CAR or CAR coding sequence that contains minor changes that do not substantially change the CAR's function and/or that could not have been produced without the use of the Materials;
- I. The award of such actual, compensatory and punitive damages as to which Juno may prove its entitlement, but in an amount greater than \$75,000, exclusive of interest and costs;
- J. The imposition of a constructive trust and/or legal or equitable lien on the Materials, and any construct, progeny, portions, replications or derivatives of the Materials, so as to ensure Juno receives such remuneration in the future to which it is entitled; and
- K. Such further, alternative, different or additional legal and/or equitable relief as may be appropriate under the premises.

Respectfully submitted,

JUNO THERAPEUTICS, INC.

Dated: December 20, 2013

/s/ Robert S. Tintner

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Attorneys for Juno Therapeutics, Inc.

CERTIFICATE OF SERVICE

I, Robert S. Tintner, Esquire, hereby certifies that on this date, a true and correct copy of the foregoing Answer and Counterclaim was served through the Court's electronic filing system and United States First Class Mail, postage pre-paid, upon the following individuals:

Attorneys for the Trustee of the University of Pennsylvania

Eric Kraeutler, Esquire
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