

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

SCALE BIOSCIENCES, INC. and	)	
ROCHE SEQUENCING SOLUTIONS,	)	
INC.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Civil Action No. 22-1597-CJB
	)	
PARSE BIOSCIENCES, INC.,	)	
	)	
Defendant.	)	
	)	
PARSE BIOSCIENCES, INC. and	)	
UNIVERSITY OF WASHINGTON,	)	
	)	
Counterclaim-Plaintiffs,	)	
	)	
v.	)	
	)	
SCALE BIOSCIENCES, INC.,	)	
	)	
Counterclaim-Defendant.	)	
	)	

MEMORANDUM ORDER

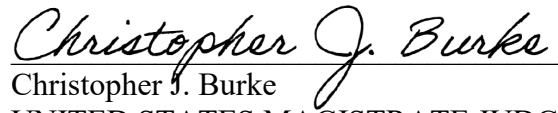
The Court, having reviewed Plaintiff Scale Biosciences, Inc.’s (“Scale”) discovery dispute motion (“Motion”), (D.I. 513), and the briefing related thereto, (D.I. 515; D.I. 519; D.I. 521), hereby addresses the portion of the Motion wherein Scale requests that Defendant Parse Biosciences, Inc. (“Parse”) produce the complete, unredacted merger agreement (the “agreement”) between it and QIAGEN North American Holdings, Inc. (“QIAGEN”), removing certain redactions that relate to the IP Litigation Escrow Fund (the “fund”) identified therein. (D.I. 515 at 1; *see id.*, ex. 2 at 12, 19, 101) For all of the following reasons, this portion of the Motion is GRANTED:

- (1) Parse has already provided nearly all of the agreement to Scale; the only portions that it appears that Parse redacted were a few parts of the agreement that shed light on what amount Parse and QIAGEN (its acquirer) allocated to the fund. The fund, in turn, is said to be a source for legal fees and costs arising from certain litigations brought by Scale or its parent against Parse (including this litigation, which appears to be one of two known litigation matters called out in the agreement that might implicate use of the fund). (D.I. 515, ex. 2 at 12, 19, 101, Schedule 1.1(b); D.I. 519 at 1)
- (2) Scale has provided a specific basis as to why the particular redacted material at issue here is relevant. At a minimum, the Court can see how the redacted amounts could bear on Parse's (and QIAGEN's) thinking about what is the actual liability risk relating to Scale's patent infringement claims against Parse in this matter. As such, the redacted material could, *inter alia*, be "probative of . . . damages[by]providing contemporaneous, deal-driven valuation evidence[.]" (D.I. 521 at 1)
- (3) Additionally, Parse's main argument against providing the redacted information was that "[k]nowledge of the escrow amount would irreparably harm and unfairly prejudice Parse by skewing any settlement negotiations with Scale or [its parent] . . . and their outside counsel." (D.I. 519 at 1) But the same could be said about any bad fact that a party might legitimately learn during discovery in the course of litigation against its competitor. That a fact could be harmful to one side if it were produced to its adversary is not a reason to deny a request for otherwise relevant discovery—in the absence of invocation of some applicable privilege, doctrine, or immunity that should bar the production. *See Delaware Display Grp. v. Lenovo Grp. Ltd.*, Civil Action No. 13-2108-RGA, 2016 WL 720977, at *6 (D. Del. Feb. 23, 2016); *cf. Hewlett-Packard Co. v. Bausch & Lomb, Inc.*, 116 F.R.D. 533, 540 (N.D. Cal. 1987) ("Documents are not immune from discovery merely because they are damaging to the party from whom they are sought."). And Parse has not invoked any controlling case law suggesting that relevant facts discussed during the course of merger negotiations should always be off-limits from a production standpoint.

Because this Memorandum Order may contain confidential information, it has been released under seal, pending review by the parties to allow them to submit a single, jointly

proposed, redacted version (if necessary) of the Memorandum Order. Any such redacted version shall be submitted no later than **April 16, 2026** for review by the Court. It should be accompanied by a motion for redaction that shows that there is good cause for the redactions and that disclosure will work a clearly defined and serious injury to the party seeking closure. *In re Avandia Mktg., Sales Pracs. & Prods. Liab. Litig.*, 924 F.3d 662, 671 (3d Cir. 2019). The Court will subsequently issue a publicly-available version of its Memorandum Order.

Dated: April 13, 2026



Christopher J. Burke
UNITED STATES MAGISTRATE JUDGE