

**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 remaining portion of the Motion wherein Scale requests that: (1) Defendant Parse Biosciences, Inc. (“Parse”) produce certain additional non-privileged documents and communications related to its recent acquisition by QIAGEN North American Holdings, Inc. (“QIAGEN”); (2) Parse produce a knowledgeable witness to testify for no more than four hours regarding the acquisition; and (3) Scale’s expert be permitted to submit a supplemental report addressing this additional discovery, no less than 10 days after the

completion of the above-referenced deposition. (D.I. 515 at 1-2; D.I. 515-11 at ¶¶ 3-5) This portion of the Motion is GRANTED-IN-PART and DENIED-IN-PART in the manner and for the reasons that follow:

- (1) As an initial matter, the Court notes that although the Motion was filed late in the game and well after the close of fact discovery, (D.I. 519 at 1), there is good cause to re-open discovery in the specific manner set out below. *See* Fed. R. Civ. P. 16(b)(4). That’s because, in addition to the considerations discussed below, Scale acted diligently here—in that the Parse/QIAGEN merger was announced in November 2025, well after the close of fact discovery, and Scale sought the instant discovery just three weeks later. (D.I. 515 at 2; *id.*, ex. 10); *see also Sage Chem., Inc. v. Supernus Pharms., Inc.*, Civil Action No. 22-1302-CJB, D.I. 794 (D. Del. Apr. 6, 2026); *Avadel CNS Pharms. LLC v. Jazz Pharms., Inc.*, C.A. No. 22-941-GBW, 2025 WL 2691118, at *3 (D. Del. Sept. 19, 2025).
- (2) With regard to Scale’s request for documents, Scale breaks down the discovery it seeks into three separate categories: (a) “[v]aluations of this litigation, the asserted patents, the accused products and their technology, and other inputs into the valuation of Parse and the acquisition price[.]” (b) “[a]nalyses and projections for the accused Parse products[.]” and (c) “[d]ocuments and communications regarding this litigation and Scale[.]” (D.I. 515 at 1-2) Unfortunately, other than listing subject matter areas relating to this case that these categories are said to be relevant to (e.g., “damages” or “proof of infringement” or “willful infringement”), Scale said very little in its briefs about *why* each category was relevant to such subject matter areas. And, for its part, Parse disputes the relevance of each of these three categories of documents. (D.I. 519 at 1-2)
- (3) As to the first category, to the extent Scale seeks documents containing “[v]aluations of this litigation, the asserted patents, [and] the accused products and their technology,” it is clear enough to the Court why this material could be relevant here (e.g., as to infringement and damages questions) and why it is plausible that such documents might exist. On the latter front, the Court can imagine that, throughout the course of negotiations between QIAGEN and Parse—a process that led to QIAGEN paying \$225 million to acquire Parse, (D.I. 515,

ex. 10 at 1)—there were likely discussions about this litigation, the asserted patents, and Parse’ accused products. After all, the accused products are key to Parse and its value, and so it stands to reason that the merging parties communicated about how valuable those products are, and whether and to what extent that value would be impacted, were the products found to infringe the Scale asserted patents. (D.I. 521 at 1; *see also* D.I. 515, ex. 1 at ¶ 7) Indeed, as part of the acquisition process, the merging parties created an escrow fund to pay costs associated with, *inter alia*, this litigation, (D.I. 515, ex. 2 at 12, 19, 101-02, Schedule 1.1(b))—further suggesting that the parties probably discussed this litigation and the value of Scale’s infringement claims against Parse’s accused products.

- (4) As to the second category of information—i.e., “[a]nalyzes and projections for the accused Parse products”—the Court also can understand why such information could be relevant (e.g., to damages) and likely to exist. As to the latter, it makes sense that QIAGEN, in acquiring Parse and its assets, would want to learn about both the prior and projected success of Parse’s key products, including the products accused in this litigation. (D.I. 515 at 2) It is not clear that such valuations would be cumulative of any prior forecasts that Parse has provided in this case. (D.I. 519 at 2) And it seems at least possible that such valuations could play a confirmatory role in assessing how Parse would have viewed the value of the accused products at the time of the hypothetical negotiation.¹ (D.I. 521 at 1)
- (5) However, as to the remaining categories of documents—i.e., “other inputs into the valuation of Parse and the acquisition

¹ To the extent that Parse argues that the requested discovery is not relevant because any information exchanged during the merger process occurred four years after the date of the hypothetical negotiation (and thus is not instructive of what the parties would have agreed to at that time), (D.I. 519 at 2), the Court cannot now conclude that is so. “Facts that post-date the hypothetical negotiation may sometimes be relied upon in a reasonable royalty analysis as part of the ‘Book of Wisdom.’” *I-Mab Biopharma v. Inhibrx, Inc.*, Civil Action No. 22-276-CJB, 2024 WL 4555870, at *2 (D. Del. Oct. 17, 2024) (citing cases). For example, “post-negotiation information can [sometimes] be used . . . to show a party’s state of mind” at the time of the hypothetical negotiation. *Id.* at *3. And to the extent such evidence from the “Book of Wisdom” includes valuations of the asserted patents, this Court has in the past required that such documents at least be produced in discovery. *See Cirba Inc. v. VMWare, Inc.*, Civil Action No. 19-742-LPS, 2021 WL 7209447, at *2-3 (D. Del. Dec. 14, 2021). Ultimately, because the parties have not given the Court a lot of information to go on in assessing their arguments about the “Book of Wisdom,” the Court is not prepared to say at this time that the documents Scale seeks are irrelevant to damages.

price” and “[d]ocuments and communications regarding this litigation and Scale[]”—Scale has not done enough in its briefing to demonstrate the relevance of this information. (D.I. 519 at 1 (“[B]ut [Scale] does not explain *how* the discovery is relevant to those issues.”)); see *National Steel Car Ltd. v. FreightCar America, Inc.*, Civil Action No. 24-594-JLH-CJB, D.I. 256 (D. Del. Mar. 24, 2026). Perhaps there are some possible scenarios (not otherwise covered by the above-referenced additional categories of documents sought) in which such materials could be relevant to this case. But these additional categories seem broader and much further afield from the core issues at play in the case (as compared to the more specific and targeted categories discussed above). And in a case where there are some burdens associated with Scale’s request (see below), the more limited relevance of this material has impacted the Court’s decision on whether to order production.

- (6) Finally, Parse also asserts that the requested discovery is unduly burdensome and not proportional to the needs of the case under Fed. R. Civ. P. 26. (D.I. 519 at 2) There are both strengths and weaknesses to Parse’s arguments about burden and proportionality. On the one hand, Parse points out that the requested discovery involves over 93,000 pages of information, and that the possible application of the common interest doctrine will further complicate the process of reviewing and producing these documents. (*Id.*; *id.*, ex. G at ¶¶ 5-7) Additionally, the Court recognizes that the trial date is only in just a few months, which shortens the time in which any production could occur. On the other hand, the declaration that Parse submitted in order to demonstrate the extent of its burden was brief—it totaled only seven sparse paragraphs. (*Id.*, ex. G) As a result, the declaration lacked specificity as to key facts (such as how Parse came up with its estimate that the requested production would cost in excess of \$300,000, or how many documents will be at issue in the search process, or approximately how many hours will be required for the search process), which limited the thrust of Parse’s arguments here. See e.g., *Koninklijke Philips N.V. v. Quectel Wireless Solutions Co. Ltd.*, Civil Action No. 20-1707-CFC-CJB, D.I. 226 (D. Del. Apr. 9, 2026); *Invensas Corp. v. Renesas Elecs. Corp.*, Civil Action No. 11-448-GMS-CJB, 2013 WL 12146531, at *4 (D. Del. May 8, 2013). Moreover, this is a heavily-contested competitor patent case in which both parties (Parse included) have not previously seemed at all concerned with burden issues—at least in terms of the sheer amount of disputes they

have raised for the Court to resolve. Assessing all of these burden/proportionality facts together, the Court concludes that: (a) as to the subject matter areas discussed above where relevance has been sufficiently demonstrated, the asserted burden on Parse is not significant enough to prevent production; but (b) as to the other subject matter areas where Scale's relevance showing was less clear, the added burden is enough to excuse production.

(7) Therefore, the Court GRANTS Scale's document request with respect to documents relating to "[v]aluations of this litigation, the asserted patents, the accused products and their technology" and "[a]nalyses and projections for the accused Parse products[.]" It DENIES the document request to the extent it seeks discovery on "other inputs into the valuation of Parse and the acquisition price" and "[d]ocuments and communications regarding this litigation and Scale[.]" The Court directs the parties to meet and confer to come up with a very "targeted [set of] search terms[.]" (D.I. 521 at 1), and to agree on other guardrails, so as to ensure that this review and production process: (a) is focused; (b) can occur in a short amount of time; and (c) keeps costs down, as best we can.

(8) The Motion is also GRANTED in that: (a) Parse should produce a witness for a deposition of no more than four hours to discuss the Parse/QIAGEN merger and relevant information related thereto (e.g., of the type found in the produceable documents identified above); and (b) Scale's expert may submit the supplemental report referenced above.

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 23, 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 20, 2026


Christopher J. Burke
UNITED STATES MAGISTRATE JUDGE