Federal Court of Appeal | Cour d'appel fédérale

Date: 20120508

Docket: A-417-11
A-486-11

Citation: 2012 FCA 141

CORAM: **SHARLOW J.A.**
DAWSON J.A.
STRATAS J.A.

BETWEEN:

TEVA CANADA LIMITED

Appellant

and

WYETH LLC and PFIZER CANADA INC.

Respondents

Heard at Ottawa, Ontario, on March 21, 2012.

Judgment delivered at Ottawa, Ontario, on May 8, 2012.

REASONS FOR JUDGMENT BY: SHARLOW J.A.

CONCURRED IN BY: DAWSON J.A.
STRATAS J.A.

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REASONS FOR JUDGMENT

SHARLOW J.A.

[1] The appellant Teva Canada Limited has appealed two judgments of the Federal Court. In the first judgment (2011 FC 1169), Justice Hughes applied the equitable doctrine of election to bar the appellant from continuing its action against the respondents Wyeth LLC and Pfizer Canada Inc. (collectively, "Wyeth") for damages under section 8 of the *Patented Medicines (Notice of Compliance) Regulations*, SOR/93-133 (the "NOC Regulations"). The second judgment (2011 FC 1442) dismissed the action for damages. The parties agree that the disposition of the first appeal

necessarily determines the disposition of the second appeal. Accordingly, the two appeals were consolidated by the order of Justice Létourneau dated February 9, 2012.

[2] For the reasons that follow, I have concluded that the equitable doctrine of election does not apply to the facts of this case. I would allow both appeals.

Background facts and litigation history

The respondent Wyeth – the innovative drug manufacturer

[3] Wyeth is an innovative drug manufacturer, and owns many patents including Canadian Patent No. 2,199,778 (the "778 patent"), the patent in issue in proceedings under the NOC Regulations that preceded this case. At all relevant times, the 778 patent was listed in respect of Wyeth's drug, Effexor XR, on the patent register maintained by the Minister of Health pursuant to the NOC Regulations. Wyeth sold Effexor XR in Canada for many years before the events that gave rise to this case.

The appellant Teva – the generic drug manufacture

[4] The original plaintiff in the Federal Court was ratiopharm inc. ("Ratiopharm"), a generic drug manufacturer. In early 2009, the founder of the group of companies that included Ratiopharm died. That led to an auction for the sale of Ratiopharm. The successful bidder was another generic drug manufacturer, Novopharm Limited ("Novopharm"). Novopharm's purchase of Ratiopharm was completed pursuant to an agreement dated March 18, 2010. Shortly before the acquisition, Novopharm had changed its name to Teva Canada Limited.

[5] On August 10, 2010, Ratiopharm and Novopharm (then named Teva Canada Limited) amalgamated under the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, under the name Teva Canada Limited. For ease of reference, I will follow Justice Hughes' lead and consistently refer to the amalgamated corporation as "Teva" and its predecessor corporations as "Novopharm" and "Ratiopharm".

[6] The legal effect of an amalgamation under the *Canada Business Corporations Act* is described as follows in section 186:

186. On the date shown in a certificate of amalgamation	**186.** À la date figurant sur le certificat de fusion :
(a) the amalgamation of the amalgamating corporations and their continuance as one corporation become effective;	*a*) la fusion des sociétés en une seule et même société prend effet;
(*b*) the property of each amalgamating corporation continues to be the property of the amalgamated corporation;	*b*) les biens de chaque société appartiennent à la société issue de la fusion;
(*c*) the amalgamated corporation continues to be liable for the obligations of each amalgamating corporation;	*c*) la société issue de la fusion est responsable des obligations de chaque société;
(*d*) an existing cause of action, claim or liability to prosecution is unaffected;	*d*) aucune atteinte n'est portée aux causes d'actions déjà nées;
(*e*) a civil, criminal or administrative action or proceeding pending by or against an amalgamating corporation may be continued to be	*e*) la société issue de la fusion remplace toute société fusionnante dans les poursuites civiles, pénales ou administratives engagées par ou contre celle-ci;

prosecuted by or against the amalgamated corporation;	
(*f*) a conviction against, or ruling, order or judgment in favour of or against, an amalgamating corporation may be enforced by or against the amalgamated corporation; and	*f*) toute décision, judiciaire ou quasi-judiciaire, rendue en faveur d'une société fusionnante ou contre elle est exécutoire à l'égard de la société issue de la fusion;
(*g*) the articles of amalgamation are deemed to be the articles of incorporation of the amalgamated corporation and the certificate of amalgamation is deemed to be the certificate of incorporation of the amalgamated corporation.	*g*) les statuts de fusion et le certificat de fusion sont réputés être les statuts constitutifs et le certificat de constitution de la société issue de la fusion.

[7] As will be seen from the narrative below, certain events that occurred before the amalgamation gave Ratiopharm the right to assert a claim against Wyeth for damages under section 8 of the NOC Regulations. That chose in action survived the amalgamation by virtue of paragraph 186(*d*) of the *Canada Business Corporations Act*, ensuring that Ratiopharm's claim could be continued after the amalgamation by Teva.

[8] Before the amalgamation, each of Novopharm and Ratiopharm sold its own generic version of Effexor XR. Those sales began in 2006 for Novopharm and 2007 for Ratiopharm. After the amalgamation, Teva continued to sell both generic versions.

[9] The legal right of Novopharm and Ratiopharm to sell their respective generic versions of Effexor XR arose in different ways. Novopharm acquired its right by way of licence from Wyeth

and a notice of compliance from the Minister of Health. Ratiopharm acquired its right by way of a notice of compliance from the Minister after successfully defending an application by Wyeth under the NOC Regulations for an order prohibiting the Minister from issuing a notice of compliance to Ratiopharm until after the expiry of the 778 patent. The relevant terms of the licence agreement between Wyeth and Novopharm, and the facts relating to the proceedings between Wyeth and Ratiopharm under the NOC Regulations, are summarized below.

Novopharm – licensee of Wyeth

[10] On December 7, 2005, Wyeth granted Novopharm a licence to use a number of its patents, including the 778 patent. The licence enabled Novopharm to sell its generic version of Effexor XR upon obtaining a notice of compliance from the Minister of Health, subject to the payment of a royalty to Wyeth. Section 5.1 of the license agreement reads as follows:

> **5.1 Enforcement and Defence**. From the Signing Date through the end of the Sales Period, Wyeth and Novopharm will each promptly notify the other Party of any actual or potential infringement of the Patents arising from any Third Party making, using, selling, offering for sale, or importing or having imported any generic equivalent to Reference Product. Wyeth shall have the sole right, and shall use its commercially reasonable efforts, to address any such infringement. Novopharm will consult with Wyeth in such efforts. In addition, Wyeth will:
>
> - Make all commercially reasonable efforts to maintain all Patents in good standing;
> - Make all commercially reasonable efforts to maintain the listing on the Patent Register of all Patents which are listed on the Patent Register; and
> - Make all commercially reasonable efforts to seek listing of Patents on the Patent Register.
>
> Any such notice of actual or potential infringement shall include the then reasonably available evidence to support an allegation of infringement by such Third Party. Any recovery of damages derived from any suit or other action seeking to enforce or

> otherwise to cause the discontinuance of any infringement of the Patents or any other Patent Rights owned or controlled by Wyeth shall be retained exclusively by Wyeth.

[11] Novopharm began selling its generic version of Effexor XR on December 1, 2006.

Ratiopharm – 2007 competitor of Wyeth and Novopharm

[12] In early 2005, Ratiopharm filed with the Minister of Health a supplementary new drug submission for its generic version of Effexor XR. The Minister has certified that, but for the NOC Regulations, Ratiopharm would have received its notice of compliance on December 7, 2005.

[13] On December 23, 2005, Ratiopharm served on Wyeth a notice of allegation under the NOC Regulations which, among other things, alleged that the 778 patent was invalid. In the same notice of allegation, Ratiopharm acknowledged that it would not receive a notice of compliance until January 10, 2006, the expiry date of the other patent listed on the patent register in respect of Effexor XR.

[14] Pursuant to subsection 6(1) of the NOC Regulations, the receipt of the notice of allegation gave Wyeth the right to apply to the Federal Court within a certain time limit for an order prohibiting the Minister of Health from issuing a notice of compliance to Ratiopharm until the expiry of the 778 patent. The filing of an application for a prohibition order automatically precludes the Minister from issuing a notice of compliance for the generic product for a specified period of time. This statutory stay, an alternative to an interlocutory injunction, remains in force while the merits of the notice of allegation are determined (subject to certain time limits that need not be

considered here). Wyeth and Novopharm, having received Ratiopharm's notice of allegation, would know that if Wyeth were to apply for a prohibition order, Wyeth's market monopoly for Effexor XR and Novopharm's market monopoly for generic Effexor XR would be preserved as long as the statutory stay remained in effect.

[15] The record discloses Wyeth's response to the receipt of the Ratiopharm notice of allegation. In early 2006, consistently with its obligations under section 5.1 of the licence agreement, Wyeth notified Novopharm of the notice of allegation and provided Novopharm with a copy. In response to that notification, Novopharm sent a message dated January 12, 2006 to Wyeth offering to consult. That too was consistent with section 5.1 of the licence agreement. Receiving no answer, Novopharm sent Wyeth a further message on February 2, 2006 asking for confirmation of its assumption that Wyeth would file a timely application for a prohibition order. The record does not disclose whether Wyeth responded to the request for confirmation. However, Wyeth applied for a prohibition order on February 10, 2006.

[16] Wyeth's application for a prohibition order was never considered on its merits. On August 1, 2007, the Federal Court of Appeal dismissed it on the basis that the 778 patent was not eligible for listing on the patent register (*Wyeth Canada v. ratiopharm inc.*, [2008] 1 F.C.R. 447, 2007 FCA 264). That gave Ratiopharm the right to assert a claim against Wyeth for damages under section 8 of the NOC Regulations.

[17] Section 8 of the NOC Regulations is intended to provide compensation to a generic drug manufacturer for sales lost during the period when its generic product would have been on the market but for an application for a prohibition order that was dismissed, withdrawn or discontinued. Section 8 reads in relevant part as follows:

8. (1) If an application made under subsection 6(1) is withdrawn or discontinued by the first person [Wyeth] or is dismissed by the court hearing the application or if an order preventing the Minister of Health from issuing a notice of compliance, made pursuant to that subsection, is reversed on appeal, the first person [Wyeth] is liable to the second person [Ratiopharm] for any loss suffered during the period	**8.** (1) Si la demande présentée aux termes du paragraphe 6(1) est retirée ou fait l'objet d'un désistement par la première personne [Wyeth] ou est rejetée par le tribunal qui en est saisi, ou si l'ordonnance interdisant au ministre de délivrer un avis de conformité, rendue aux termes de ce paragraphe, est annulée lors d'un appel, la première personne [Wyeth] est responsable envers la seconde personne [Ratiopharm] de toute perte subie au cours de la période :
(a) beginning on the date, as certified by the Minister of Health, on which a notice of compliance would have been issued in the absence of these Regulations, unless the court concludes that	*a*) débutant à la date, attestée par le ministre, à laquelle un avis de conformité aurait été délivré en l'absence du présent règlement, sauf si le tribunal conclut :
(i) …, or	(i) […],
(ii) a date other than the certified date is more appropriate; and	(ii) soit qu'une date autre que la date attestée est plus appropriée;
(b) ending on the date of the withdrawal, the discontinuance, the dismissal or the reversal.	*b*) se terminant à la date du retrait, du désistement ou du rejet de la demande ou de l'annulation de l'ordonnance.

[18] On August 2, 2007, the Minister of Health issued a notice of compliance to Ratiopharm for its generic version of Effexor XR. Ratiopharm began to sell its generic version of Effexor XR soon after that.

Events after Ratiopharm received its notice of compliance

[19] By letter dated August 7, 2007, Novopharm gave Wyeth notice of its position that, since Ratiopharm had commenced sales of its generic version of Effexor XR on August 2, 2007, Novopharm had no obligation under the licence agreement to pay royalties to Wyeth in respect of sales of the Novopharm version of Effexor XR after August 1, 2007. Novopharm also noted that in the prohibition proceedings, Wyeth had taken the position that the sale of the Ratiopharm product would infringe the 778 patent. Novopharm stated its expectation that Wyeth would commence proceedings to stop such infringement, "in keeping with its obligations" under the licence agreement. The letter concludes with an offer by Novopharm to consult with Wyeth in these matters, "in keeping with Novopharm's obligations".

[20] By letter dated August 15, 2007, Wyeth advised Novopharm that it did not agree with many of the assertions in the August 7, 2007 letter. In particular, Wyeth did not agree with Novopharm's assertion that Ratiopharm had commenced sales on August 2, 2007. Wyeth also indicated that its decision to proceed in "this matter" is not to be interpreted as agreement with Novopharm on the facts stated in the August 7, 2007 letter.

[21] The record does not disclose any further proceedings initiated by Wyeth in respect of the 778 patent, except an application for leave to appeal the dismissal of its application for a prohibition order. That application was dismissed on February 7, 2008 (Supreme Court of Canada file 32287).

Ratiopharm's action for damages

[22] On October 22, 2007, Ratiopharm filed a statement of claim seeking damages from Wyeth under section 8 of the NOC Regulations. The claim relates to the period from January 10, 2006 (the expiry of the second listed patent, the validity of which was not challenged in Ratiopharm's notice of allegation) to August 2, 2007 (the date on which the notice of compliance was issued to Ratiopharm for its generic version of Effexor XR).

[23] Wyeth filed a counterclaim for damages for infringement of the 778 patent, but discontinued the counterclaim prior to the hearing of the motion that resulted in the judgments now under appeal.

[24] In interlocutory proceedings in the Federal Court, the style of cause in the Federal Court action was changed to recognize that Ratiopharm's claim against Wyeth for section 8 damages was being continued by Teva. On June 28, 2011, Teva moved for an order for a summary trial and a determination of certain legal issues raised by the pleadings. By the time the motion was heard, Teva was seeking orders to the following effect:

(a) Teva is entitled to continue Ratiopharm's claim for damages under section 8 of the NOC Regulations;

(b) Teva's claim for damages is not to be reduced by any gains realized by Novopharm as a licensee of Wyeth during the period in respect of which the section 8 damages are claimed (January 10, 2006 to August 2, 2007).

[25] Wyeth opposed the motion for a summary trial, but argued in the alternative that if these matters were to be determined summarily, an order should be made that Teva is not entitled to continue Ratiopharm's claim for damages, and if it is so entitled, then the damages should be offset by gains realized or that would have been realized by Teva under the licence agreement.

Decision of the Federal Court on the motion

[26] In a judgment dated October 11, 2011, the judge granted Teva's motion for summary trial but did not make the orders sought by Teva. He accepted the submissions of Wyeth with respect to the first order sought (i.e., that the equitable doctrine of election barred Teva from continuing Ratiopharm's claim for section 8 damages), and made an order to that effect. He did not consider the other order sought by Teva because it was not necessary to do so, given his conclusion on the first order. That judgment is the subject of the first of the two appeals now before this Court.

[27] The second appeal relates to the judgment dated December 9, 2011, in which Teva's action for section 8 damages was dismissed. As mentioned above, the disposition of the first appeal will determine the disposition of the second appeal.

Discussion

[28] The main issue in this appeal is whether the equitable doctrine of election should bar Teva from continuing Ratiopharm's claim against Wyeth for section 8 damages. The second issue is whether, if Teva is not so barred, the claim should be reduced by gains realized by Novopharm as a licensee of Wyeth from January 10, 2006 to August 2, 2007.

Equitable doctrine of election

[29] The equitable doctrine of election is succinctly described as follows in paragraph 46 of the judge's reasons (my emphasis):

> The doctrine of election holds that a person is precluded from exercising a right that is inconsistent with another right if that person has consciously and unequivocally exercised the latter. To establish an election in equity, it is unnecessary to show that the electing party made a conscious choice between inconsistent rights at the time when the original decision was made; an equitable election does not involve making a choice at all - it involves accepting the consequences of a decision already made.

[30] In theory, the equitable doctrine of election might apply to bar Teva from continuing Ratiopharm's claim for section 8 damages if, before the section 8 damage claim arose (upon the dismissal of Wyeth's prohibitions application), *Ratiopharm* had made a decision that is inconsistent with its claim for section 8 damages. Wyeth's position extends this theory so that it would apply where the decision that is alleged to be inconsistent with Ratiopharm's claim for damages was actually made by *Novopharm*, Teva's other corporate predecessor.

[31] I summarize as follows the reasoning behind Wyeth's position that the equitable doctrine of election should apply in the circumstances of this case.

(a) The right of Teva's predecessor Ratiopharm (which is now the right of Teva) to claim damages following the dismissal of Wyeth's application for a prohibition order in 2007 was rooted in an allegation by Ratiopharm that the 778 patent is invalid.

(b) The communications from Novopharm to Wyeth in 2006 and 2007, summarized above, are evidence of a decision by Novopharm to assert the validity of the 778 patent by compelling or encouraging Wyeth to apply for a prohibition order.

(c) Upon the amalgamation, Teva effectively found itself on both sides of the debate as to the validity of the 778 patent.

(d) In these circumstances, the equitable doctrine of election should apply to bar Teva from continuing Ratiopharm's claim for damages.

[32] The judge concluded that Wyeth's position is correct. In my respectful view, that conclusion is based on a misapprehension of Novopharm's contractual rights under the licence agreement which fatally undermines Wyeth's position.

[33] In early 2006, after Wyeth notified Novopharm that Ratiopharm had served notice of its allegation of invalidity of the 778 patent, what rights did Novopharm have under the licence agreement? According to the plain language of section 5.1 of the licence agreement (quoted above), Novopharm itself could not commence legal proceedings to assert the validity of the 778 patent, or to seek a remedy for its infringement. Only Wyeth could commence such proceedings. Novopharm had no right to dictate Wyeth's decision in that regard. At best, Novopharm had an implied contractual right to question the commercial reasonableness of a decision by Wyeth to commence or not to commence such a proceeding. The role of Novopharm in respect of any proceedings taken by

Wyeth to address an infringement of the 778 patent is described as follows in section 5.1, "Novopharm will consult with Wyeth in such efforts." Thus, the most Novopharm could have done in early 2006 in defence of the 778 patent was to consult with Wyeth.

[34] The same is true after Wyeth applied for a prohibition order in 2006, and after that application was dismissed in 2007. Novopharm's role was limited throughout to consultation.

[35] I will assume in Wyeth's favour, without deciding, that the communications between Novopharm and Wyeth in 2006 and 2007 as summarized above constitute "consultation" within the meaning of section 5.1 of the licence agreement, and that this consultation was an exercise by Novopharm of a contractual right under the licence agreement. For purposes of a potential future application of the equitable doctrine of election, what was the consequence of Novopharm's decision to exercise this contractual right of consultation? Answer: none.

[36] Wyeth did not argue in this Court that any consultations between Novopharm and Wyeth gave Wyeth any legal or equitable right that could possibly have affected the potential future right of Ratiopharm to claim section 8 damages. In the circumstances of this case, the consultations could not possibly have had any such effect. In my view, it necessarily follows that the consultations did not affect and could not possibly affect the potential future right of Teva, as Ratiopharm's successor by amalgamation, to continue Ratiopharm's section 8 damages claim. I conclude that the equitable doctrine of election does not apply to bar Teva from continuing Ratiopharm's claim for damages under section 8 of the NOC Regulations.

[37] For these reasons, Teva is entitled to a declaration that it is entitled to continue Ratiopharm's claim for damages under section 8 of the NOC Regulations. That makes it necessary to consider the second issue in this appeal, which Justice Hughes did not consider. In my view, the record is adequate to deal with this issue, and I will do so.

The claimed offset for Novopharm's pre-amalgamation profits

[38] The second issue is whether Wyeth is entitled to an order to the effect that Ratiopharm's claim for section 8 damages, now continued by Teva, should be reduced to reflect gains realized by Novopharm, Teva's other corporate predecessor, under its licence agreement with Wyeth. In my view, the answer is no.

[39] Teva's section 8 damage claim relates and can relate only to the period during which Ratiopharm was kept out of the generic Effexor XR market because of the NOC Regulations. It appears to be undisputed that the relevant period is January 10, 2006 to August 2, 2007. I will assume without deciding that Wyeth is correct to say that a claim for section 8 damages is determined by answering this hypothetical question: If Wyeth had not applied for a prohibition order, what profit would Ratiopharm have realized by selling its generic version of Effexor XR between January 10, 2006 and August 2, 2007?

[40] To answer this question, it is necessary first to determine Ratiopharm's hypothetical sales revenue for the relevant period, which would be a function of a hypothetical sale price for its

generic Effexor XR and its hypothetical market share of the generic Effexor XR market. The actual generic Effexor XR market between January 10, 2006 and August 2, 2007 looked like this:

- January 10 to November 30, 2006 – no generics
- December 1, 2006 to August 2, 2007 – 100% Novopharm generic

[41] If Ratiopharm's generic Effexor XR had been on the market from January 10, 2006 to August 2, 2007, then *prima facie* the generic Effexor XR market would have looked like this:

- January 10 to November 30, 2006 – 100% Ratiopharm generic
- December 1, 2006 to August 2, 2007 – Novopharm and Ratiopharm share the market

[42] On this simplified analysis, Ratiopharm's section 8 damages would be based on 100% of the hypothetical generic Effexor XR market from January 10 to November 30, 2006, and less than 100% of that market from December 1, 2006 to August 2, 2007.

[43] Wyeth makes two arguments for alterations to this theoretical analysis to reflect the facts of this case. The first argument is that since Novopharm's profits for the relevant period are now the profits of the amalgamated corporation, Ratiopharm's claim for damages for the relevant period (now the claim of Teva) should be offset by Novopharm's profits for the period because otherwise Teva, as the amalgamation of Ratiopharm and Novopharm, will be overcompensated.

[44] In my view, this argument has no merit. It assumes incorrectly that Novopharm's pre-amalgamation profits are the profits of Teva. The pre-amalgamation profit of a corporation for a

particular period is a historic fact, the result of mathematical calculations based on events during that period. Profit is not property or a chose in action that survives an amalgamation to continue its existence as an asset of the amalgamated corporation. Nothing in or necessarily implied by section 186 of the *Canada Business Corporations Act* causes profits earned by Novopharm from the licence agreement between January 10, 2006 and August 2, 2007 to become profits of the amalgamated corporation Teva for that same period.

[45] Wyeth's second argument is that in the hypothetical world in which Ratiopharm is assumed to have entered the market on January 10, 2006, Novopharm would have entered the market on that date as well, and not on December 1, 2006 as it actually did. Therefore, Ratiopharm's hypothetical sales for the entire period should be based on the existence of a shared generic market from January 10, 2006 to August 2, 2007.

[46] The difficulty with this argument is that it is based only on the provisions of the licence agreement that would have *permitted* Novopharm to enter the market on January 10, 2006. The licence agreement alone cannot prove that Novopharm could have obtained a notice of compliance by January 10, 2006, or that Novopharm had the practical capacity to enter the market on that date. It follows that Teva is entitled to the declaration it sought, that its claim for section 8 damages is not to be reduced by gains realized by Novopharm as a licensee of Wyeth from January 10, 2006 to August 2, 2007.

[47] This does not mean that Novopharm's hypothetical presence in the generic Effexor XR market as of January 10, 2006 cannot be the subject of other evidence when these proceedings continue in the Federal Court (assuming Wyeth is permitted by the applicable rules and case management orders to adduce evidence on this point; these procedural matters were not the subject of submissions in the appeal and I express no opinion in that regard). Putting aside any potential procedural hurdles, it may be that if Wyeth can establish by evidence other than the terms of the licence agreement that the hypothetical market for generic Effexor XR from January 10, 2006 to August 2, 2007 would have been shared between Ratiopharm and Novopharm, the judge who determines Ratiopharm's section 8 damages may be persuaded to take that evidence into account.

[48] I note that the resulting determination will not necessarily yield the same result as a straightforward offset of Novopharm's profits during the same period from the licence agreement with Wyeth. Therefore, the possibility of adducing further evidence about Novopharm's capacity to enter the market on January 10, 2006 does not detract from the conclusion that Ratiopharm's claim for section 8 damages, as continued by Teva, cannot simply be offset by gains realized by Novopharm as a licensee of Wyeth from January 10, 2006 to August 2, 2007.

Conclusion

[49] For these reasons, I would allow both appeals with costs in this Court and in the Federal Court, and I would set aside both judgments under appeal. I would grant Teva's motion and declare that Teva is entitled to continue Ratiopharm's claim for damages under section 8 of the NOC

Regulations, and its claim is not to be reduced by gains realized by Novopharm as a licensee of Wyeth during the period January 10, 2006 to August 2, 2007.

"K. Sharlow"
J.A.

"I agree
Eleanor R. Dawson J.A."

"I agree
David Stratas J.A."

FEDERAL COURT OF APPEAL

NAMES OF COUNSEL AND SOLICITORS OF RECORD

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APPEARANCES:

David W. Aitken Marcus Klee Bryan Norrie	FOR THE APPELLANT
Brian Daley George Locke	FOR THE RESPONDENTS

SOLICITORS OF RECORD:

Osler, Hoskin & Harcourt LLP Ottawa, Ontario	FOR THE APPELLANT
Norton Rose Canada LLP Montréal, Quebec	FOR THE RESPONDENTS