

# Third Circuit Holds Non-Cash Consideration – Such As “No Authorized Generic” Agreements – Can Constitute Unlawful “Pay For Delay”

June 29, 2015 | Client Update

First appellate court decision applying *FTC v. Actavis* (S.Ct. 2013). Court finds rule of reason analysis should be applied where non-cash consideration - including agreement not to launch authorized generic - flows from patent holder to alleged infringer.

If you have any questions regarding the matters covered in this publication, please reach out to any of the lawyers listed below or your usual Davis Polk contact.

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