

1 COOLEY LLP
JOHN C. DWYER (136533) (dwyerjc@cooley.com)
2 BRETT H. DE JARNETTE (292919) (bdejarnette@cooley.com)
JENNA C. BAILEY (319302) (jbailey@cooley.com)
3 3175 Hanover Street
Palo Alto, California 94304-1130
4 Telephone: +1 650 843 5000
Facsimile: +1 650 849 7400

5 RYAN E. BLAIR (246724) (rblair@cooley.com)
6 4401 Eastgate Mall
San Diego, California 92121-1909
7 Telephone: +1 858 550 6000
Facsimile: +1 858 550 6420

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9 Attorneys for Defendants

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12

13 JULIA JUNGE and RICHARD JUNGE, on
14 behalf of themselves and a class of similarly
situated investors,

15 Plaintiffs,

16 v.

17 GERON CORPORATION and JOHN A.
18 SCARLETT,

19 Defendants.

20 EUGENE CONNOR, on behalf of themselves
21 and a class of similarly situated investors,

22 Plaintiff,

23 v.

24 GERON CORPORATION and JOHN A.
25 SCARLETT,

26 Defendants.
27
28

Case No. 3:20-cv-00547-WHA
(Related to 3:20-cv-01163-WHA)

CLASS ACTION

**DEFENDANTS' ANSWER TO PLAINTIFFS'
AMENDED CONSOLIDATED CLASS ACTION
COMPLAINT**

Judge: Hon. William H. Alsup
Courtroom: 12 – 19th Floor

1 Defendant Geron Corporation (“Geron”) and individual Defendant Dr. John A. Scarlett,
2 M.D. (“Dr. Scarlett” or the “Individual Defendant,” and collectively with Geron, “Defendants”),
3 by and through their counsel, hereby answer Lead Plaintiffs Julia and Richard Junge’s (“Plaintiffs”)
4 Consolidated Amended Class Action Complaint (“SAC”).¹

5 To the extent that the paragraphs in the SAC are grouped under headings and subheadings
6 (which are also listed in the SAC’s Table of Contents), Defendants respond generally that the
7 headings and subheadings do not constitute factual averments, and thus the headings are not
8 included herein. To the extent that a response is deemed necessary, Defendants deny any and all
9 allegations in each and every heading and subheading in the SAC. To the extent that a response to
10 Schedule A to the SAC is deemed necessary, Defendants deny any and all allegations in Schedule
11 A.

12 Except as explicitly admitted herein, Defendants deny each and every allegation in the SAC,
13 including, without limitation, any and all allegations in the unnumbered paragraphs on page 1 of
14 the SAC, headings, subheadings, footnotes, and the prayer for relief. Defendants further answer
15 the numbered paragraphs in the SAC as follows.

16 **1.** In response to Paragraph 1 of the SAC, Defendants admit that Lead Plaintiffs purport
17 to bring this action as a class action under Sections 10(b) and 20(a) of the Securities Exchange Act
18 of 1934, 15 U.S.C. §§ 78j(b) and 78t(a), and SEC Rule 10b-5, 17 C.F.R. § 240.10b-5, promulgated
19 thereunder. Defendants deny that this action can be maintained as a class action under Federal
20 Rules of Civil Procedure 23(a) and 23(b)(3). Except as expressly admitted herein, Defendants deny
21 each and every allegation in Paragraph 1.

22 **2.** In response to Paragraph 2 of the SAC, Defendants admit that myelofibrosis (“MF”)
23 is a rare, chronic blood cancer in which excessive scar tissue forms in the bone marrow and impairs

24 ¹ The Court’s Order, dated April 12, 2021 (the “Order”) granted in part and denied in part
25 Defendants’ motion to dismiss the Complaint. Plaintiffs elected not to file an amended complaint
26 in response to the Order, and as a result, many allegations in the SAC relate to claims that the Order
27 has already dismissed. (ECF No. 103.) Defendants are not obligated to answer the portions of the
28 SAC which have been dismissed. However, to the extent Defendants *do* submit a response to any
portions of the SAC which have been dismissed or which relate to claims that have been dismissed,
such responses are not intended to waive the Court’s Order and should not be construed as an
intention to validate or resurrect any defunct claims.

1 its ability to produce normal blood cells. Defendants further admit that MF can causes symptoms
2 including an enlarged spleen (splenomegaly), abdominal pain, fatigue, fever, weight loss, bone
3 pain, and itching. Except as expressly admitted herein, Defendants deny each and every allegation
4 in Paragraph 2.

5 **3.** In response to Paragraph 3 of the SAC, Defendants admit that, prior to the Class
6 Period, Geron was conducting a Phase 2 clinical trial with Janssen Biotech Inc. (“Janssen”) called
7 IMbark that tested imetelstat in relapsed and/or refractory MF patients who had failed to respond
8 to front-line treatments. Defendants further admit that IMbark was designed as an exploratory trial
9 to gather information for a potential Phase 3 trial, and that it evaluated 16 different endpoints, which
10 included reduction in spleen size, reduction of MF symptoms, and overall survival. Defendants
11 further admit that IMbark did not have a control arm. Except as expressly admitted herein,
12 Defendants deny each and every allegation in Paragraph 3.

13 **4.** In response to Paragraph 4 of the SAC, Defendants admit that IMbark had two co-
14 primary endpoints: (1) the percentage of patients who experienced a reduction in spleen volume
15 (“SVR”) of 35% or more after 24 weeks of treatment; and (2) the percentage of patients who
16 achieved at least a 50% reduction in total symptom scores (“TSS”) after 24 weeks. Defendants
17 further admit that one reason Janssen and Geron selected these endpoints was because the front-
18 line Jakafi clinical trials used them. Except as expressly admitted herein, Defendants deny each
19 and every allegation in Paragraph 4.

20 **5.** Defendants deny the allegations in Paragraph 5.

21 **6.** In response to Paragraph 6 of the SAC, Defendants admit that 10% of IMbark
22 patients achieved SVR of 35% or more, and 32% achieved TSS of 50% or more. Except as
23 expressly admitted herein, Defendants deny each and every allegation in Paragraph 6.

24 **7.** In response to Paragraph 7 of the SAC, Defendants admit that no IMbark patients
25 achieved complete remission, and that one patient achieved partial remission. Except as expressly
26 admitted herein, Defendants deny each and every allegation in Paragraph 7.

27 **8.** Defendants deny the allegations in Paragraph 8 of the SAC.

28 **9.** Defendants deny the allegations in Paragraph 9 of the SAC.

1 **10.** Defendants deny the allegations in Paragraph 10 of the SAC.

2 **11.** Defendants deny the allegations in Paragraph 11 of the SAC.

3 **12.** Defendants deny the allegations in Paragraph 12 of the SAC.

4 **13.** Defendants deny the allegations in Paragraph 13 of the SAC.

5 **14.** In response to Paragraph 14 of the SAC, Defendants admit that an article by Adam
6 Feuerstein, a biotech reporter, was published on or around September 27, 2018 (the “Feuerstein
7 article”). Paragraph 14 contains selective quotes from the Feuerstein article that have been taken
8 out of context, and as a result Defendants respectfully refer the Court to the contents of that
9 document. To the extent that the allegations of Paragraph 14 purport to summarize or characterize
10 the Feuerstein article, Defendants refer the Court to the contents of that document. To the extent
11 that the allegations in Paragraph 14 differ in any way from the contents of the Feuerstein article,
12 Defendants deny every such allegation. Defendants further admit that an article was published on
13 the website Seeking Alpha on or around October 9, 2018 (the “Seeking Alpha article”). Paragraph
14 14 contains selective quotes from the Seeking Alpha article that have been taken out of context,
15 and as a result Defendants respectfully refer the Court to the contents of that document. To the
16 extent that the allegations of Paragraph 14 purport to summarize or characterize the Seeking Alpha
17 article, Defendants refer the Court to the contents of that document. To the extent that the
18 allegations in Paragraph 14 differ in any way from the contents of the Seeking Alpha article,
19 Defendants deny every such allegation. Except as expressly admitted herein, Defendants deny each
20 and every allegation in Paragraph 14.

21 **15.** Defendants admit the allegations in Paragraph 15 of the SAC.

22 **16.** In response to Paragraph 16 of the SAC, Defendants admit the allegations in the first
23 sentence. As none of the Defendants participated in the pilot study referenced in the second and
24 third sentences, Defendants lack knowledge and information sufficient to form a belief as to the
25 allegations, and on that basis, deny the allegations in the second and third sentences. The final
26 sentence of Paragraph 16 contains selective quotes from Dr. Scarlett’s public statements that have
27 been taken out of context, and as a result Defendants respectfully refer the Court to the contents of
28 those statements. To the extent that the allegations of Paragraph 16 purport to summarize or

1 characterize Dr. Scarlett's statements, Defendants refer the Court to the contents of those
2 statements. To the extent that the allegations in Paragraph 16 differ in any way from the contents
3 of Dr. Scarlett's statements, Defendants deny every such allegation. Except as expressly admitted
4 herein, Defendants deny each and every allegation in Paragraph 16.

5 **17.** In response to Paragraph 17 of the SAC, Defendants admit that Geron and Janssen
6 entered into a collaboration and license agreement ("CLA") on November 13, 2014 for the
7 development and commercialization of imetelstat for all indications in oncology or other human
8 therapeutic uses. Defendants further admit that consideration under the CLA included an upfront
9 payment of \$35 million from Janssen, as well as potential payments for certain milestones. Except
10 as expressly admitted herein, Defendants deny each and every allegation in Paragraph 17.

11 **18.** In response to Paragraph 18 of the SAC, Defendants admit that the IMbark study
12 began in September 2015. Geron further admits that the Joint Steering Committee ("JSC") was
13 established to monitor the progress of the IMbark study, and that the Geron and Janssen executives
14 identified in Paragraph 18 were members of the JSC. Except as expressly admitted herein,
15 Defendants deny each and every allegation in Paragraph 18.

16 **19.** In response to Paragraph 19, Defendants admit that MF can cause symptoms
17 including an enlarged spleen (splenomegaly), abdominal pain, fatigue, fever, weight loss, bone
18 pain, and itching. Defendants further admit that IMbark had two co-primary endpoints: (1) the
19 percentage of patients who experienced a SVR of 35% or more after 24 weeks of treatment; and
20 (2) the percentage of patients who achieved at least a 50% reduction in TSS after 24 weeks. Except
21 as expressly admitted herein, Defendants deny each and every allegation in Paragraph 19.

22 **20.** In response to Paragraph 20 of the SAC, none of the Defendants participated in the
23 Jakafi study and thus Defendants lack knowledge and information sufficient to form a belief as to
24 the allegations, and on that basis, deny the allegations in Paragraph 20.

25 **21.** Defendants deny the allegations in Paragraph 21 of the SAC.

26 **22.** In response to Paragraph 22 of the SAC, Defendants admit that overall survival was
27 selected as a secondary endpoint in IMbark. Except as expressly admitted herein, Defendants deny
28 each and every allegation in Paragraph 22.

1 **23.** In response to Paragraph 23, Defendants admit that Behrs and Grethlein as members
2 of the JSC, reviewed data from IMbark in October 2016 and April 2017, as did Janssen
3 representatives. Defendants further admit that not all information from these interim reviews was
4 publicly disclosed at that time. Except as expressly admitted herein, Defendants deny each and
5 every allegation in Paragraph 23.

6 **24.** Defendants admit the allegations in Paragraph 24 of the SAC.

7 **25.** Defendants admit the allegations in Paragraph 25 of the SAC.

8 **26.** In response to Paragraph 26 of the SAC, Defendants admit the first sentence of
9 Paragraph 26. Defendants further admit that 10% of IMbark patients achieved SVR of 35% or
10 more, and 32% achieved TSS of 50% or more. Defendants further admit that, as of January 2018,
11 though the data was not yet final, no IMbark patients had yet achieved complete remission. Except
12 as expressly admitted herein, Defendants deny each and every allegation in Paragraph 26.

13 **27.** In response to Paragraph 27 of the SAC, Defendants respond that they lack
14 knowledge and information sufficient to form a belief as to the results of a different study of MF
15 patients and, on that basis, deny the allegations. Defendants deny the allegations in Paragraph 27
16 of the SAC.

17 **28.** Defendants deny the allegations in Paragraph 28 of the SAC.

18 **29.** Defendants deny the allegations in Paragraph 29 of the SAC.

19 **30.** In response to Paragraph 30 of the SAC, Defendants admit that Dr. John
20 Mascarenhas had access to IMbark study data in order to prepare a presentation to the American
21 Society of Hematology (“ASH”) Annual Meeting and Exposition, and that Dr. Mascarenhas
22 discussed his ASH presentation on Geron’s December 10, 2018 Analyst and Investor conference
23 call. Except as expressly admitted herein, Defendants deny each and every allegation in Paragraph
24 30.

25 **31.** Defendants deny the allegations in Paragraph 31 of the SAC.

26 **32.** In response to Paragraph 32 of the SAC, Defendants admit the first three sentences
27 of this Paragraph. Geron admits that the fourth sentence contains selective quotes from Geron’s
28 public disclosures that have been taken out of context, and as a result Defendants respectfully refer

1 the Court to the contents of that document. To the extent that the allegations of Paragraph 32
2 purport to summarize or characterize Geron's public disclosures, Defendants refer the Court to the
3 contents of those disclosures. Defendants deny the fifth sentence of Paragraph 32. Geron admits
4 that the final sentence of Paragraph 32 contains selective quotes from the Feuerstein article that
5 have been taken out of context, and as a result Defendants respectfully refer the Court to the
6 contents of that document. To the extent that the allegations of Paragraph 32 purport to summarize
7 or characterize the Feuerstein article, Defendants refer the Court to the contents of that document.
8 Defendants further admit that on September 27, 2018, Geron's stock price closed at \$2.31 per share.
9 Except as expressly admitted herein, Defendants deny each and every allegation in Paragraph 32.

10 **33.** Defendants deny the allegations in Paragraph 33 of the SAC.

11 **34.** Defendants deny the allegations in Paragraph 34 of the SAC.

12 **35.** Defendants deny the allegations in Paragraph 35 of the SAC, and further denies the
13 allegations on the ground that Paragraph 35 asserts legal conclusions to which no response is
14 required.

15 **36.** Defendants deny the allegations in Paragraph 36 of the SAC.

16 **37.** In response to Paragraph 37 of the SAC, Defendants admit that on August 24, 2018,
17 Geron's executive vice president and general counsel exercised options to purchase 1,362,250
18 shares, and sold those shares the same day for gross proceeds of \$6,143,747.50. Except as expressly
19 admitted herein, Defendants deny each and every allegation in Paragraph 37.

20 **38.** In response to Paragraph 38 of the SAC, Defendants admit that on September 13,
21 2018, Geron's director Robert J. Spiegel exercised options to purchase 175,000 shares, and sold
22 those shares the same day for gross proceeds of \$1,198,750. Except as expressly admitted herein,
23 Defendants deny each and every allegation in Paragraph 38.

24 **39.** In response to Paragraph 39 of the SAC, Defendants admit that Geron issued a press
25 release on September 27, 2018 that contained the language quoted in Paragraph 39. To the extent
26 that the allegations of Paragraph 39 purport to summarize or characterize the press release,
27 Defendants refer the Court to the contents of that document. To the extent that the allegations in
28 Paragraph 39 differ in any way from the contents of the press release, Defendants deny every such

1 allegation. Except as expressly admitted herein, Defendants deny each and every allegation in
2 Paragraph 39.

3 **40.** In response to Paragraph 40 of the SAC, Defendants admit that the Feuerstein article
4 was published on or around September 27, 2018. Paragraph 40 contains selective quotes from the
5 Feuerstein article that have been taken out of context, and as a result Defendants respectfully refer
6 the Court to the contents of that document. To the extent that the allegations of Paragraph 40
7 purport to summarize or characterize the Feuerstein article, Defendants again refer the Court to the
8 contents of that document. Except as expressly admitted herein, Defendants deny each and every
9 allegation in Paragraph 40.

10 **41.** In response to Paragraph 41 of the SAC, Defendants admit that Geron's stock price
11 closed at \$6.23 per share on September 26, 2018, at \$2.31 per share on September 27, 2018, and at
12 \$1.76 per share on September 28, 2018. Geron further admits that it was reported that Geron stock
13 had a trading volume of 84,392,000 shares on September 27, 2018, and 45,821,300 shares on
14 September 28, 2018. Except as expressly admitted herein, Defendants deny each and every
15 allegation in Paragraph 41.

16 **42.** Defendants admit that an article was published on the website PMLive or around
17 September 27, 2018 (the "PMLive article"). Paragraph 42 contains selective quotes from the
18 PMLive article that have been taken out of context, and as a result Defendants respectfully refer
19 the Court to the contents of that document. To the extent that the allegations of Paragraph 42
20 purport to summarize or characterize the PMLive article, Defendants refer the Court to the contents
21 of that document. To the extent that the allegations in Paragraph 42 differ in any way from the
22 contents of the PMLive Article, Defendants deny every such allegation. Except as expressly
23 admitted herein, Defendants deny each and every allegation in Paragraph 42.

24 **43.** Defendants deny the allegations in Paragraph 43 of the SAC.

25 **44.** In response to Paragraph 44 of the SAC, Defendants admit that Geron's stock price
26 closed at \$1.83 per share on October 21, 2020. Except as expressly admitted herein, Defendants
27 deny each and every allegation in Paragraph 44.

28

1 **45.** In response to Paragraph 45 of the SAC, Defendants admit that Plaintiffs purport to
2 bring this action under Sections 10(b) and 20(a) of the Exchange Act of 1934, as amended, 15
3 U.S.C. §§ 78j(b), 78t, and SEC Rule 10b-5, 17 C.F.R. § 240.10b-5, promulgated thereunder, but
4 Defendants deny that Plaintiffs have met the requirements necessary to do so. Defendants further
5 admit that 28 U.S.C. § 1331 and Section 27 of the Exchange Act, 15 U.S.C. § 78aa provide for
6 jurisdiction over this action. Except as expressly admitted herein, Defendants deny each and every
7 allegation in Paragraph 45.

8 **46.** In response to Paragraph 46 of the SAC, Defendants admit that Geron’s
9 headquarters and principal place of business are in the Northern District of California and that
10 venue is proper in this district. Except as expressly admitted herein, Defendants deny each and
11 every allegation in Paragraph 46.

12 **47.** Paragraph 47 of the SAC is Plaintiffs’ legal argument and does not require a
13 response; to the extent a response is required, Defendants deny the allegations therein.

14 **48.** In response to Paragraph 48 of the SAC, Defendants deny all of the allegations
15 therein.

16 **49.** In response to Paragraph 49 of the SAC, Defendants admit that Geron is a
17 biopharmaceutical company that is incorporated in Delaware. Defendants further admit that
18 Geron’s stock was listed and actively traded on the NASDAQ, and that as of March 7, 2018, there
19 were there were 160,654,027 shares of Geron’s common stock outstanding, and as of October 25,
20 2018, there were 186,348,066 shares of Geron’s common stock outstanding. Except as expressly
21 admitted herein, Defendants deny each and every allegation in Paragraph 49.

22 **50.** In response to Paragraph 50 of the SAC, Defendants admit that Dr. Scarlett was
23 Geron’s Chief Executive Officer (“CEO”), President, and a director at the Company throughout the
24 Class Period. Except as expressly admitted herein, Defendants deny each and every allegation in
25 Paragraph 50.

26 **51.** In response to Paragraph 51 of the SAC, Defendants admit that during the Class
27 Period, Geron had approximately 18 employees, and that Dr. Scarlett was Geron’s CEO, President,
28 and a director at the Company. Except as expressly admitted herein, Defendants deny each and

1 every allegation in Paragraph 51.

2 **52.** Defendants admit the allegations in Paragraph 52 of the SAC.

3 **53.** In response to Paragraph 53 of the SAC, Defendants admit the allegations in the first
4 sentence. Defendants further admit that the second sentence of Paragraph 53 contains selective
5 quotes from the Geron's public statements that have been taken out of context, and as a result
6 Defendants respectfully refer the Court to the contents of those statements. To the extent that the
7 allegations of Paragraph 53 purport to summarize or characterize Geron's public statements,
8 Defendants refer the Court to the contents of those statements. To the extent that the allegations in
9 Paragraph 53 differ in any way from the contents of Geron's public statements, Defendants deny
10 every such allegation. As for the remaining allegations, none of the Defendants participated in the
11 pilot study and thus Defendants lack knowledge and information sufficient to form a belief as to
12 the allegations, and on that basis, deny the allegations in Paragraph 53. Except as expressly admitted
13 herein, Defendants deny each and every allegation in Paragraph 53.

14 **54.** Defendants admit the allegations in Paragraph 54 of the SAC.

15 **55.** In response to Paragraph 55 of the SAC, Defendants admit that this Paragraph
16 contains selective quotes from the Geron's public statements that have been taken out of context,
17 and as a result Defendants respectfully refer the Court to the contents of those statements. To the
18 extent that the allegations of Paragraph 55 purport to summarize or characterize Geron's public
19 statements, Defendants refer the Court to the contents of those statements. To the extent that the
20 allegations in Paragraph 55 differ in any way from the contents of Geron's public statements,
21 Defendants deny every such allegation. Except as expressly admitted herein, Defendants deny each
22 and every allegation in Paragraph 55.

23 **56.** Defendants admit the allegations in Paragraph 56 of the SAC.

24 **57.** Defendants admit the allegations in Paragraph 57 of the SAC.

25 **58.** Defendants admit the allegations in Paragraph 58 of the SAC.

26 **59.** In response to Paragraph 59, Defendants admit that under the CLA, Janssen had the
27 option to continue the development of imetelstat under the CLA by making certain milestone
28 payments to Geron, but it also retained the right to terminate the CLA for any reason. Defendants

1 further admit that in 2018, after the completion of the IMbark protocol-specified primary analysis,
2 Janssen was obligated to notify Geron of its decision whether to continue the development of
3 imetelstat under the CLA. Defendants further admit that if Janssen elected to continue the
4 development of imetelstat under the CLA, Janssen would have been required to pay Geron the
5 Continuation Fee. Except as expressly admitted herein, Defendants deny each and every allegation
6 in Paragraph 59.

7 **60.** Defendants admit the allegations in Paragraph 60 of the SAC.

8 **61.** Defendants admit the allegations in the first sentence of Paragraph 61. The second
9 and third sentences of Paragraph 61 are overly vague, and Defendants deny the allegations on that
10 basis.

11 **62.** Defendants admit the allegations in Paragraph 62 of the SAC.

12 **63.** The allegations in Paragraph 63 of the SAC are overly vague, and Defendants deny
13 the allegations on that basis.

14 **64.** Defendants admit the allegations in Paragraph 64 of the SAC.

15 **65.** In response to Paragraph 65 of the SAC, Defendants admit Paragraph 65 contains
16 selective quotes from Dr. Scarlett's statements on Geron's November 14, 2014 Analyst and
17 Investor conference call that have been taken out of context, and as a result Defendants respectfully
18 refer the Court to the contents of that call transcript. To the extent that the allegations of Paragraph
19 65 purport to summarize or characterize Dr. Scarlett's statements, Defendants refer the Court to the
20 contents of that transcript. To the extent that the allegations in Paragraph 65 differ in any way from
21 the contents of Dr. Scarlett's statements, Defendants deny every such allegation. Except as
22 expressly admitted herein, Defendants deny each and every allegation in Paragraph 65.

23 **66.** In response to Paragraph 66 of the SAC, Defendants admit Paragraph 66 contains
24 selective quotes from Dr. Scarlett's statements on Geron's March 3, 2015 Analyst and Investor
25 conference call that have been taken out of context, and as a result Defendants respectfully refer
26 the Court to the contents of that call transcript. To the extent that the allegations of Paragraph 66
27 purport to summarize or characterize Dr. Scarlett's statements, Defendants refer the Court to the
28 contents of that transcript. To the extent that the allegations in Paragraph 66 differ in any way from

1 the contents of Dr. Scarlett's statements, Defendants deny every such allegation. Except as
2 expressly admitted herein, Defendants deny each and every allegation in Paragraph 66.

3 **67.** In response to Paragraph 67 of the SAC, Defendants admit Paragraph 67 contains
4 selective quotes from Dr. Scarlett's statements on Geron's May 9, 2017 Annual Stockholder's
5 Meeting conference call that have been taken out of context, and as a result Defendants respectfully
6 refer the Court to the contents of that call transcript. To the extent that the allegations of Paragraph
7 67 purport to summarize or characterize Dr. Scarlett's statements, Defendants refer the Court to the
8 contents of that transcript. To the extent that the allegations in Paragraph 67 differ in any way from
9 the contents of Dr. Scarlett's statements, Defendants deny every such allegation. Except as
10 expressly admitted herein, Defendants deny each and every allegation in Paragraph 67.

11 **68.** Defendants admit the allegations in Paragraph 68 of the SAC.

12 **69.** Defendants admit the allegations in Paragraph 69 of the SAC.

13 **70.** In response to Paragraph 70 of the SAC, Defendants admit that IMbark had two "co-
14 primary" endpoints: (1) the percentage of patients who experienced SVR of 35% or more after 24
15 weeks of treatment; and (2) the percentage of patients who achieved at least 50% TSS after 24
16 weeks. Except as expressly admitted herein, Defendants deny each and every allegation in
17 Paragraph 70.

18 **71.** In response to Paragraph 71 of the SAC, Defendants admit that IMbark had two "co-
19 primary" endpoints: (1) the percentage of patients who experienced SVR of 35% or more after 24
20 weeks of treatment; and (2) the percentage of patients who achieved at least 50% TSS after 24
21 weeks. Defendants further admit that one of the reasons Janssen and Geron selected these endpoints
22 because the front-line Jakafi clinical trials used them. Except as expressly admitted herein,
23 Defendants deny each and every allegation in Paragraph 71.

24 **72.** Defendants lack knowledge and information sufficient to form a belief as to the
25 results of the study referenced in Paragraph 72 and, on that basis, deny the allegations.

26 **73.** Defendants deny the allegations in Paragraph 73 of the SAC.

27 **74.** In response to Paragraph 74 of the SAC, Defendants admit Paragraph 74 contains
28 selective quotes from Dr. Scarlett's statements on Geron's April 10, 2017 Special Call that have

1 been taken out of context, and as a result Defendants respectfully refer the Court to the contents of
2 that call transcript. To the extent that the allegations of Paragraph 74 purport to summarize or
3 characterize Dr. Scarlett's statements, Defendants refer the Court to the contents of that transcript.
4 To the extent that the allegations in Paragraph 74 differ in any way from the contents of Dr.
5 Scarlett's statements, Defendants deny every such allegation. Except as expressly admitted herein,
6 Defendants deny each and every allegation in Paragraph 74.

7 **75.** In response to Paragraph 75 of the SAC, Defendants admit Paragraph 75 contains
8 selective quotes from Dr. Scarlett's statements on Geron's August 3, 2016 FQ2 Earnings Call that
9 have been taken out of context, and as a result Defendants respectfully refer the Court to the
10 contents of that call transcript. To the extent that the allegations of Paragraph 75 purport to
11 summarize or characterize Dr. Scarlett's statements, Defendants refer the Court to the contents of
12 that transcript. To the extent that the allegations in Paragraph 75 differ in any way from the contents
13 of Dr. Scarlett's statements, Defendants deny every such allegation. Except as expressly admitted
14 herein, Defendants deny each and every allegation in Paragraph 75.

15 **76.** In response to Paragraph 76 of the SAC, Defendants admit that IMbark evaluated
16 16 different endpoints, and that overall survival was a secondary endpoint because, unlike SVR and
17 TSS (which could be assessed at 24 weeks of treatment), it was unknown when median overall
18 survival and other secondary endpoints would be reached. Except as expressly admitted herein,
19 Defendants deny each and every allegation in Paragraph 76.

20 **77.** In response to Paragraph 77 of the SAC, Defendants admit Paragraph 77 contains
21 selective quotes from Dr. Scarlett's statements on Geron's May 9, 2017 Annual Stockholder's
22 Meeting conference call that have been taken out of context, and as a result Defendants respectfully
23 refer the Court to the contents of that call transcript. To the extent that the allegations of Paragraph
24 77 purport to summarize or characterize Dr. Scarlett's statements, Defendants refer the Court to the
25 contents of that transcript. To the extent that the allegations in Paragraph 77 differ in any way from
26 the contents of Dr. Scarlett's statements, Defendants deny every such allegation. Except as
27 expressly admitted herein, Defendants deny each and every allegation in Paragraph 77.

28 **78.** The allegations in Paragraph 78 are overly vague, and Defendants deny the

1 allegations on that basis.

2 **79.** The allegations in Paragraph 79 are overly vague, and Defendants deny the
3 allegations on that basis.

4 **80.** In response to Paragraph 80 of the SAC, Defendants admit Paragraph 80 contains
5 selective quotes from Dr. Scarlett's statements on Geron's September 12, 2016 analyst call that
6 have been taken out of context, and as a result Defendants respectfully refer the Court to the
7 contents of that call transcript. To the extent that the allegations of Paragraph 80 purport to
8 summarize or characterize Dr. Scarlett's statements, Defendants refer the Court to the contents of
9 that transcript. To the extent that the allegations in Paragraph 80 differ in any way from the contents
10 of Dr. Scarlett's statements, Defendants deny every such allegation. Except as expressly admitted
11 herein, Defendants deny each and every allegation in Paragraph 80.

12 **81.** Defendants admit the allegations in Paragraph 81 of the SAC.

13 **82.** In response to Paragraph 82 of the SAC, Defendants admit that in or around April
14 2017, Geron and Janssen had the opportunity to review certain interim data from the IMbark trial
15 regarding the co-primary endpoint data. Except as expressly admitted herein, Defendants deny
16 each and every allegation in Paragraph 82.

17 **83.** In response to Paragraph 83 of the SAC, Defendants admit Paragraph 83 contains
18 selective quotes from Dr. Scarlett's statements on Geron's April 10, 2017 Special Call that have
19 been taken out of context, and as a result Defendants respectfully refer the Court to the contents of
20 that call transcript. To the extent that the allegations of Paragraph 83 purport to summarize or
21 characterize Dr. Scarlett's statements, Defendants refer the Court to the contents of that transcript.
22 To the extent that the allegations in Paragraph 83 differ in any way from the contents of Dr.
23 Scarlett's statements, Defendants deny every such allegation. Except as expressly admitted herein,
24 Defendants deny each and every allegation in Paragraph 83.

25 **84.** Defendants lack knowledge and information sufficient to form a belief as to
26 Janssen's actions and, on that basis, deny the allegations in Paragraph 84.

27 **85.** Defendants admit the allegations in Paragraph 85 of the SAC.

28 **86.** The allegations in Paragraph 86 of the SAC are overly vague, and Defendants deny

1 the allegations on that basis.

2 **87.** Defendants deny the allegations in Paragraph 87 of the SAC.

3 **88.** Defendants deny the allegations in Paragraph 88 of the SAC.

4 **89.** Defendants deny the allegations in Paragraph 89 of the SAC.

5 **90.** Defendants deny the allegations in Paragraph 90 of the SAC.

6 **91.** Defendants deny the allegations in Paragraph 91 of the SAC.

7 **92.** Defendants deny the allegations in Paragraph 92 of the SAC.

8 **93.** Defendants deny the allegations in Paragraph 93 of the SAC.

9 **94.** Defendants admit the allegations in Paragraph 94 of the SAC.

10 **95.** Defendants deny the allegations in Paragraph 95 of the SAC.

11 **96.** Defendants deny the allegations in Paragraph 96 of the SAC.

12 **97.** Paragraph 97 of the SAC asserts legal conclusions and contains allegations
13 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
14 to the extent a response is required, Defendants deny the allegations therein.

15 **98.** Paragraph 98 contains selective quotes from Geron's 2017 10-K that have been
16 taken out of context, and as a result Defendants respectfully refer the Court to the contents of that
17 document. To the extent that the allegations of Paragraph 98 purport to summarize or characterize
18 Geron's 2017 10-K, Defendants refer the Court to the contents of that document. To the extent that
19 the allegations in Paragraph 98 differ in any way from the contents of Geron's 2017 10-K, including
20 the addition of emphasis, Defendants deny every such allegation. Except as expressly admitted
21 herein, Defendants deny each and every allegation in Paragraph 98.

22 **99.** Paragraph 99 of the SAC asserts legal conclusions and contains allegations
23 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
24 to the extent a response is required, Defendants deny the allegations therein.

25 **100.** Defendants deny the allegations in Paragraph 100 of the SAC.

26 **101.** Paragraph 101 contains selective quotes from Geron's 2017 10-K that have been
27 taken out of context, and as a result Defendants respectfully refer the Court to the contents of that
28 document. To the extent that the allegations of Paragraph 101 purport to summarize or characterize

1 Geron's 2017 10-K, Defendants refer the Court to the contents of that document. To the extent that
2 the allegations in Paragraph 101 differ in any way from the contents of Geron's 2017 10-K,
3 including the addition of emphasis, Defendants deny every such allegation. Except as expressly
4 admitted herein, Defendants deny each and every allegation in Paragraph 101.

5 **102.** Defendants deny the allegations in Paragraph 102 of the SAC.

6 **103.** Paragraph 103 contains selective quotes from Geron's 2017 10-K that have been
7 taken out of context, and as a result Defendants respectfully refer the Court to the contents of that
8 document. To the extent that the allegations of Paragraph 103 purport to summarize or characterize
9 Geron's 2017 10-K, Defendants refer the Court to the contents of that document. To the extent that
10 the allegations in Paragraph 103 differ in any way from the contents of Geron's 2017 10-K,
11 including the addition of emphasis, Defendants deny every such allegation. Except as expressly
12 admitted herein, Defendants deny each and every allegation in Paragraph 103.

13 **104.** Defendants incorporate by reference their answer to Paragraph 104 of the SAC, and
14 deny the remaining allegations in Paragraph 104 of the SAC.

15 **105.** Paragraph 105 contains selective quotes from Geron's 2017 10-K that have been
16 taken out of context, and as a result Defendants respectfully refer the Court to the contents of that
17 document. To the extent that the allegations of Paragraph 105 purport to summarize or characterize
18 Geron's 2017 10-K, Defendants refer the Court to the contents of that document. To the extent that
19 the allegations in Paragraph 105 differ in any way from the contents of Geron's 2017 10-K,
20 including the addition of emphasis, Defendants deny every such allegation. Except as expressly
21 admitted herein, Defendants deny each and every allegation in Paragraph 105.

22 **106.** Paragraph 106 of the SAC asserts legal conclusions and contains allegations
23 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
24 to the extent a response is required, Defendants deny the allegations therein.

25 **107.** Paragraph 107 of the SAC asserts legal conclusions and contains allegations
26 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
27 to the extent a response is required, Defendants deny the allegations therein. Paragraph 107 further
28 contains selective quotes from Geron's March 16, 2018 8-K that have been taken out of context,

1 and as a result Defendants respectfully refer the Court to the contents of that document. To the
2 extent that the allegations of Paragraph 107 purport to summarize or characterize Geron's March
3 16, 2018 8-K, Defendants refer the Court to the contents of that document. To the extent that the
4 allegations in Paragraph 107 differ in any way from the contents of Geron's March 16, 2018 8-K,
5 including the addition of emphasis, Defendants deny every such allegation. Except as expressly
6 admitted herein, Defendants deny each and every allegation in Paragraph 107.

7 **108.** Defendants deny the allegations in Paragraph 108 of the SAC.

8 **109.** Defendants incorporate by reference their answer to Paragraph 100 of the SAC, and
9 deny the remaining allegations in Paragraph 109 of the SAC.

10 **110.** Paragraph 110 of the SAC asserts legal conclusions and contains allegations
11 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
12 to the extent a response is required, Defendants deny the allegations therein. Paragraph 110 further
13 contains selective quotes from Dr. Scarlett's statements on Geron's FQ4 2017 Earnings Call that
14 have been taken out of context, and as a result Defendants respectfully refer the Court to the
15 contents of that call transcript. To the extent that the allegations of Paragraph 110 purport to
16 summarize or characterize Dr. Scarlett's statements, Defendants refer the Court to the contents of
17 that transcript. To the extent that the allegations in Paragraph 110 differ in any way from the
18 contents of Dr. Scarlett's statements, Defendants deny every such allegation. Except as expressly
19 admitted herein, Defendants deny each and every allegation in Paragraph 110.

20 **111.** Defendants deny the allegations in Paragraph 111 of the SAC.

21 **112.** Paragraph 112 of the SAC asserts legal conclusions to which no response is
22 required; to the extent a response is required, Defendants deny the allegations therein.

23 **113.** In response to Paragraph 113 of the SAC, Defendants admit that Dr. Scarlett made
24 a presentation at the 17th Annual Needham Healthcare Conference in New York City (the "2017
25 Needham Healthcare Conference"). Paragraph 113 further contains selective quotes from Dr.
26 Scarlett's presentation at the 2017 Needham Healthcare Conference that have been taken out of
27 context, and as a result Defendants respectfully refer the Court to the contents of that document.
28 To the extent that the allegations of Paragraph 113 purport to summarize or characterize Dr.

1 Scarlett's presentation, Defendants refer the Court to the contents of that document. To the extent
2 that the allegations in Paragraph 113 differ in any way from the contents of Dr. Scarlett's
3 presentation, Defendants deny every such allegation. Except as expressly admitted herein,
4 Defendants deny each and every allegation in Paragraph 113.

5 **114.** Paragraph 114 contains allegations regarding claims that were dismissed pursuant
6 to the Order, to which no response is required; to the extent a response is required, Defendants deny
7 the allegations therein.

8 **115.** Paragraph 115 of the SAC asserts legal conclusions and contains allegations
9 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
10 to the extent a response is required, Defendants deny the allegations therein.

11 **116.** Defendants deny the allegations in Paragraph 116 of the SAC.

12 **117.** Defendants deny the allegations in Paragraph 117 of the SAC.

13 **118.** Defendants deny the allegations in Paragraph 118 of the SAC.

14 **119.** Paragraph 119 contains allegations regarding claims that were dismissed pursuant
15 to the Order. As a result, no response is required; to the extent a response is required, Defendants
16 deny the allegations therein. Paragraph 119 further contains selective quotes from Dr. Scarlett's
17 statements on Geron's May 10, 2018 press release that have been taken out of context, and as a
18 result Defendants respectfully refer the Court to the contents of that call transcript. To the extent
19 that the allegations of Paragraph 119 purport to summarize or characterize the May 10, 2018 press
20 release, Defendants refer the Court to the contents of that document. To the extent that the
21 allegations in Paragraph 119 differ in any way from the contents of the May 10, 2018 press release,
22 Defendants deny every such allegation. Except as expressly admitted herein, Defendants deny each
23 and every allegation in Paragraph 119.

24 **120.** Paragraph 120 of the SAC asserts legal conclusions and contains allegations
25 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
26 to the extent a response is required, Defendants deny the allegations therein.

27 **121.** Defendants admit the allegations in Paragraph 121 of the SAC.

28 **122.** Paragraph 122 of the SAC asserts legal conclusions and contains allegations

1 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
2 to the extent a response is required, Defendants deny the allegations therein. Paragraph 122 further
3 contains selective quotes from Geron's Q1 2018 10-Q that have been taken out of context, and as
4 a result Defendants respectfully refer the Court to the contents of that document. To the extent that
5 the allegations of Paragraph 122 purport to summarize or characterize Geron's Q1 2018 10-Q,
6 Defendants refer the Court to the contents of that document. To the extent that the allegations in
7 Paragraph 122 differ in any way from the contents of Geron's Q1 2018 10-Q, including the addition
8 of emphasis, Defendants deny every such allegation. Except as expressly admitted herein,
9 Defendants deny each and every allegation in Paragraph 122.

10 **123.** Paragraph 123 of the SAC asserts legal conclusions and contains allegations
11 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
12 to the extent a response is required, Defendants deny the allegations therein. Paragraph 123 further
13 contains selective quotes from Dr. Scarlett's public statements that have been taken out of context,
14 and as a result Defendants respectfully refer the Court to the transcript of those statements. To the
15 extent that the allegations of Paragraph 123 purport to summarize or characterize Dr. Scarlett's
16 statements, Defendants refer the Court to the contents of that transcript. To the extent that the
17 allegations in Paragraph 123 differ in any way from the contents of Dr. Scarlett's statements,
18 Defendants deny every such allegation. Except as expressly admitted herein, Defendants deny each
19 and every allegation in Paragraph 123.

20 **124.** Defendants incorporate by reference their answer to Paragraph 100 of the SAC.
21 Paragraph 124 of the SAC asserts legal conclusions and contains allegations regarding claims that
22 were dismissed pursuant to the Order. As a result, no response is required; to the extent a response
23 is required, Defendants deny the allegations therein. Paragraph 124 further contains selective
24 quotes from Dr. Scarlett's public statements that have been taken out of context, and as a result
25 Defendants respectfully refer the Court to the transcript of those statements. To the extent that the
26 allegations of Paragraph 124 purport to summarize or characterize Dr. Scarlett's statements,
27 Defendants refer the Court to the contents of that transcript. To the extent that the allegations in
28 Paragraph 124 differ in any way from the contents of Dr. Scarlett's statements, Defendants deny

1 every such allegation. Except as expressly admitted herein, Defendants deny each and every
2 allegation in Paragraph 124.

3 **125.** Defendants admit the allegations in Paragraph 125 of the SAC, and incorporate
4 Defendants' answers to Paragraphs 101, 103 and 105 of the SAC.

5 **126.** Defendants incorporate by reference their answers to Paragraphs 102, 104, and 106
6 of the SAC. Paragraph 126 of the SAC asserts legal conclusions and contains allegations regarding
7 claims that were dismissed pursuant to the Order. As a result, no response is required; to the extent
8 a response is required, Defendants deny the allegations therein.

9 **127.** In response to Paragraph 127 of the SAC, Defendants admit the allegations in the
10 first and second sentences. The fourth sentence of Paragraph 127 contains selective quotes from
11 Dr. Scarlett's statements on Geron's 2018 Shareholder Meeting that have been taken out of context,
12 and as a result Defendants respectfully refer the Court to the contents of that call transcript. To the
13 extent that the allegations of Paragraph 127 purport to summarize or characterize Dr. Scarlett's
14 statements, Defendants refer the Court to the contents of that transcript. To the extent that the
15 allegations in Paragraph 127 differ in any way from the contents of Dr. Scarlett's statements,
16 including the addition of emphasis, Defendants deny every such allegation. Paragraph 127 of the
17 SAC further asserts legal conclusions and contains allegations regarding claims that were dismissed
18 pursuant to the Order. As a result, no response is required; to the extent a response is required,
19 Defendants deny the allegations therein. Except as expressly admitted herein, Defendants deny
20 each and every allegation in Paragraph 127.

21 **128.** Defendants incorporate by reference their answer to Paragraph 99 of the SAC, and
22 deny the remaining allegations in Paragraph 128 of the SAC.

23 **129.** Defendants admit the allegations in Paragraph 129 of the SAC.

24 **130.** Defendants deny the allegations in Paragraph 130 of the SAC.

25 **131.** Defendants deny the allegations in Paragraph 131 of the SAC.

26 **132.** Defendants deny the allegations in Paragraph 132 of the SAC.

27 **133.** Defendants deny the allegations in Paragraph 133 of the SAC.

28 **134.** Defendants deny the allegations in Paragraph 134 of the SAC.

1 **135.** Defendants admit the allegations in Paragraph 135 of the SAC.

2 **136.** Defendants incorporate by reference their answers to Paragraphs 98-100 of the SAC,
3 and deny the allegations in Paragraph 136 of the SAC.

4 **137.** Defendants incorporate by reference their answers to Paragraphs 101-106 of the
5 SAC, and deny the allegations in Paragraph 137 of the SAC.

6 **138.** Defendants incorporate by reference their answers to Paragraphs 122-124 of the
7 SAC, and deny the allegations in Paragraph 138 of the SAC.

8 **139.** Defendants incorporate by reference their answers to Paragraphs 102, 104, 106 and
9 125 of the SAC. Paragraph 139 of the SAC further asserts legal conclusions and contains
10 allegations regarding claims that were dismissed pursuant to the Order. As a result, no response is
11 required; to the extent a response is required, Defendants deny the allegations therein.

12 **140.** Defendants admit the allegations in Paragraph 140 of the SAC.

13 **141.** Paragraph 141 contains allegations regarding claims that were dismissed pursuant
14 to the Order, to which no response is required; to the extent a response is required, Defendants deny
15 the allegations therein. Paragraph 141 further contains selective quotes from Dr. Scarlett's
16 statements on Geron's July 31, 2018 Q2 2018 Earnings Call Transcript that have been taken out of
17 context, and as a result Defendants respectfully refer the Court to the contents of that call transcript.
18 To the extent that the allegations of Paragraph 141 purport to summarize or characterize Dr.
19 Scarlett's statements, Defendants refer the Court to the contents of that transcript. To the extent
20 that the allegations in Paragraph 141 differ in any way from the contents of Dr. Scarlett's
21 statements, Defendants deny every such allegation. Except as expressly admitted herein,
22 Defendants deny each and every allegation in Paragraph 141.

23 **142.** Paragraph 142 of the SAC asserts legal conclusions and contains allegations
24 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
25 to the extent a response is required, Defendants deny the allegations therein.

26 **143.** Paragraph 143 of the SAC asserts legal conclusions and contains allegations
27 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
28 to the extent a response is required, Defendants deny the allegations therein. Paragraph 143 further

1 contains selective quotes from Dr. Scarlett’s public statements that have been taken out of context,
2 and as a result Defendants respectfully refer the Court to the contents of those statements. To the
3 extent that the allegations of Paragraph 143 purport to summarize or characterize Dr. Scarlett’s
4 statements, Defendants refer the Court to the contents of those statements. To the extent that the
5 allegations in Paragraph 143 differ in any way from the contents of Dr. Scarlett’s statements,
6 Defendants deny every such allegation. Except as expressly admitted herein, Defendants deny each
7 and every allegation in Paragraph 143.

8 **144.** Paragraph 144 of the SAC asserts legal conclusions and contains allegations
9 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
10 to the extent a response is required, Defendants deny the allegations therein. Paragraph 144 further
11 contains selective quotes from Dr. Scarlett’s public statements that have been taken out of context,
12 and as a result Defendants respectfully refer the Court to the contents of those statements. To the
13 extent that the allegations of Paragraph 144 purport to summarize or characterize Dr. Scarlett’s
14 statements, Defendants refer the Court to the contents of those statements. To the extent that the
15 allegations in Paragraph 144 differ in any way from the contents of Dr. Scarlett’s statements,
16 Defendants deny every such allegation. Except as expressly admitted herein, Defendants deny each
17 and every allegation in Paragraph 144.

18 **145.** Defendants admit the allegations in Paragraph 145 of the SAC.

19 **146.** Defendants incorporate by reference their answer to Paragraph 122 of the SAC.
20 Paragraph 146 contains allegations regarding claims that were dismissed pursuant to the Order, to
21 which no response is required; to the extent a response is required, Defendants deny the allegations
22 therein.

23 **147.** Defendants incorporate by reference their answers to Paragraphs 123-124 of the
24 SAC. Paragraph 147 of the SAC asserts legal conclusions and contains allegations regarding claims
25 that were dismissed pursuant to the Order. As a result, no response is required; to the extent a
26 response is required, Defendants deny the allegations therein.

27 **148.** Defendants admit the allegations in Paragraph 148 of the SAC.

28 **149.** Paragraph 149 of the SAC asserts legal conclusions and contains allegations

1 regarding claims that were dismissed pursuant to the Order. As a result, no response is required;
2 to the extent a response is required, Defendants deny the allegations therein.

3 **150.** Defendants deny the allegations in Paragraph 150 of the SAC.

4 **151.** Paragraph 151 of the SAC asserts legal conclusions to which no response is
5 required; to the extent a response is required, Defendants deny the allegations therein.

6 **152.** Paragraph 152 of the SAC asserts legal conclusions to which no response is
7 required; to the extent a response is required, Defendants deny the allegations therein.

8 **153.** In response to Paragraph 153 of the SAC, Defendants admit that Geron issued a
9 press release on September 27, 2018. Paragraph 153 further contains selective quotes from Geron's
10 September 27, 2018 press release that have been taken out of context, and as a result Defendants
11 respectfully refer the Court to the contents of that document. To the extent that the allegations of
12 Paragraph 153 purport to summarize or characterize Geron's September 27, 2018 press release,
13 Defendants refer the Court to the contents of that document. To the extent that the allegations in
14 Paragraph 153 differ in any way from the contents of Geron's September 27, 2018 press release,
15 including the addition of emphasis, Defendants deny every such allegation. The remainder of
16 Paragraph 153 of the SAC asserts legal conclusions to which no response is required; to the extent
17 a response is required, Defendants deny the allegations therein. Except as expressly admitted
18 herein, Defendants deny each and every allegation in Paragraph 153.

19 **154.** Defendants admit the allegations in paragraph 154 of the SAC.

20 **155.** In response to Paragraph 155 of the SAC, Defendants admit that the Feuerstein
21 article was published on or around September 27, 2018. Paragraph 155 further contains selective
22 quotes from the Feuerstein article that have been taken out of context, and as a result Defendants
23 respectfully refer the Court to the contents of that document. To the extent that the allegations of
24 Paragraph 155 purport to summarize or characterize the Feuerstein article, Defendants refer the
25 Court to the contents of that document. To the extent that the allegations in Paragraph 155 differ
26 in any way from the contents of the Feuerstein article, including the addition of emphasis,
27 Defendants deny every such allegation. Except as expressly admitted herein, Defendants deny each
28 and every allegation in Paragraph 155.

1 **156.** In response to Paragraph 156 of the SAC, Defendants admit that Geron's stock price
2 closed at \$6.23 per share on September 26, 2018, at \$2.31 per share on September 27, 2018, and at
3 \$1.76 per share on September 28, 2018. Defendants further admit that it was reported that Geron
4 stock had a trading volume of 84,392,000 shares on September 27, 2018, and 45,821,300 shares on
5 September 28, 2018. Except as expressly admitted herein, Defendants deny each and every
6 allegation in Paragraph 156.

7 **157.** Defendants admit that the PMLive Article was published on or around September
8 27, 2018. Paragraph 157 further contains selective quotes from the PMLive article that have been
9 taken out of context, and as a result Defendants respectfully refer the Court to the contents of that
10 document. To the extent that the allegations of Paragraph 157 purport to summarize or characterize
11 the PMLive article, Defendants refer the Court to the contents of that document. To the extent that
12 the allegations in Paragraph 157 differ in any way from the contents of the PMLive Article,
13 Defendants deny every such allegation. Except as expressly admitted herein, Defendants deny each
14 and every allegation in Paragraph 157.

15 **158.** In response to Paragraph 158 of the SAC, Defendants admit that the Seeking Alpha
16 article was published on the website Seeking Alpha on or around October 9, 2018. Paragraph 158
17 further contains selective quotes from the Seeking Alpha article that have been taken out of context,
18 and as a result Defendants respectfully refer the Court to the contents of that document. To the
19 extent that the allegations of Paragraph 158 purport to summarize or characterize the Seeking Alpha
20 article, Defendants refer the Court to the contents of that document. To the extent that the
21 allegations in Paragraph 158 differ in any way from the contents of the Seeking Alpha article,
22 Defendants deny every such allegation. Except as expressly admitted herein, Defendants deny each
23 and every allegation in Paragraph 158.

24 **159.** Defendants deny the allegations in Paragraph 159 of the SAC.

25 **160.** Defendants deny the allegations in Paragraph 160 of the SAC.

26 **161.** Defendants deny the allegations in Paragraph 161 of the SAC.

27 **162.** Defendants deny the allegations in Paragraph 162 of the SAC.

28 **163.** Paragraph 163 of the SAC asserts legal conclusions to which no response is

1 required; to the extent a response is required, Defendants deny the allegations therein.

2 **164.** Defendants deny the allegations in Paragraph 164 of the SAC.

3 **165.** Paragraph 165 of the SAC asserts legal conclusions to which no response is
4 required; to the extent a response is required, Defendants deny the allegations therein.

5 **166.** Paragraph 166 of the SAC asserts legal conclusions to which no response is
6 required; to the extent a response is required, Defendants deny the allegations therein.

7 **167.** In response to Paragraph 167 of the SAC, Defendants admit that: Geron's stock was
8 listed and actively traded on the NASDAQ; Geron filed periodic reports with the SEC; Geron
9 regularly communicated with public investors; and Geron was followed by multiple analysts. The
10 remainder of Paragraph 167 is Plaintiff's legal argument and does not require a response; to the
11 extent a response is required, Defendants deny the allegations therein.

12 **168.** Paragraph 168 of the SAC asserts legal conclusions to which no response is
13 required; to the extent a response is required, Defendants deny the allegations therein.

14 **169.** In response to Paragraph 169 of the SAC, Defendants admit that Plaintiffs purport
15 to bring this action as a class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3).
16 Defendants deny that this action can be maintained as a class action under Federal Rules of Civil
17 Procedure 23(a) and 23(b)(3). The remainder of Paragraph 169 sets forth Plaintiffs' proposed class
18 definition and does not require a response; to the extent that a response is required, Defendants
19 deny the allegations therein. Except as expressly admitted herein, Defendants deny each and every
20 allegation in Paragraph 169.

21 **170.** Paragraph 170 of the SAC asserts legal conclusions to which no response is
22 required; to the extent a response is required, Defendants deny the allegations therein.

23 **171.** Paragraph 171 of the SAC asserts legal conclusions to which no response is
24 required; to the extent a response is required, Defendants deny the allegations therein.

25 **172.** Paragraph 172 of the SAC asserts legal conclusions to which no response is
26 required; to the extent a response is required, Defendants deny the allegations therein.

27 **173.** Paragraph 173 of the SAC asserts legal conclusions to which no response is
28 required; to the extent a response is required, Defendants deny the allegations therein.

1 **AFFIRMATIVE DEFENSES**

2 With respect to separate affirmative defenses to the causes of action in the SAC, Defendants allege
3 as follows:

4 **FIRST AFFIRMATIVE DEFENSE**

5 **(Failure to State a Cause of Action)**

6 1. The SAC, and each and every cause of action alleged therein, fails to state facts
7 sufficient to constitute a cause of action against Defendants upon which the requested relief may
8 be granted.

9 **SECOND AFFIRMATIVE DEFENSE**

10 **(Justification)**

11 2. The SAC, and each and every cause of action alleged therein, is barred because
12 Defendants were justified in doing any and/or all of the acts alleged in the SAC.

13 **THIRD AFFIRMATIVE DEFENSE**

14 **(Conduct of Third Parties)**

15 3. If it should be determined that Plaintiffs have been damaged, then Defendants are
16 informed and believe and based thereon allege that said damage was proximately caused by the
17 conduct of others for which Defendants were not and are not responsible.

18 **FOURTH AFFIRMATIVE DEFENSE**

19 **(Good Faith Projections)**

20 4. The SAC, and each and every cause of action alleged therein, is barred to the extent
21 Plaintiffs' allegations are based on alleged projections, forecasts, or predictions of future events or
22 results. Such projections, forecasts or predictions were not false when made, were made in good
23 faith, and had a reasonable basis when made.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 **(Good Faith Basis)**

26 5. The SAC, and each and every cause of action alleged therein, is barred because
27 Defendants' alleged misstatements were made in good faith and with genuine belief and had a
28 reasonable and factual historical basis.

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SIXTH AFFIRMATIVE DEFENSE

(Standing)

6. The SAC, and each and every cause of action alleged therein, is barred by Plaintiffs’ lack of standing pursuant to Federal Rule of Civil Procedure 23.1.

SEVENTH AFFIRMATIVE DEFENSE

(Estoppel)

7. The SAC, and each and every cause of action alleged therein, is barred by the doctrine of estoppel.

EIGHTH AFFIRMATIVE DEFENSE

(Waiver)

8. The SAC, and each and every cause of action alleged therein, is barred by the doctrine of waiver.

NINTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

9. The SAC, and each and every cause of action alleged therein, is barred because Plaintiffs have failed, and continue to fail, to act reasonably to mitigate the damages alleged in the SAC.

TENTH AFFIRMATIVE DEFENSE

(No Proximate Cause)

10. The SAC, and each and every cause of action alleged therein, is barred because the alleged statements or acts by Defendants were not the proximate cause of any loss suffered by Geron.

ELEVENTH AFFIRMATIVE DEFENSE

(Privilege)

11. The SAC, and each and every cause of action alleged therein, is barred because Defendants’ acts were privileged.

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TWELFTH AFFIRMATIVE DEFENSE

(Truth)

12. The SAC, and each and every cause of action alleged therein, is barred by virtue of the truth of Defendants’ assertions.

THIRTEENTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

13. The SAC, and each and every cause of action alleged therein, is barred because Plaintiffs were expressly advised in statements made to them, including in documents and otherwise, regarding the material facts concerning their investments. Plaintiffs therefore assumed the risk of any loss and are estopped from recovering any relief.

FOURTEENTH AFFIRMATIVE DEFENSE

(Available Information)

14. The SAC, and each and every cause of action alleged therein, is barred because the allegedly misleading statements, if any, were rebutted by contrary information (including both public and non-public information) received by or that was otherwise available to Defendants.

FIFTEENTH AFFIRMATIVE DEFENSE

(Class Action)

15. The SAC, and each and every cause of action alleged therein, is barred because this action is not maintainable as a class action pursuant to Federal Rule of Civil Procedure 23.

SIXTEENTH AFFIRMATIVE DEFENSE

(Additional Affirmative Defenses)

16. Defendants expressly reserve the right to amend or supplement their Answer, defenses, and all other pleadings as permitted by law. Defendants further reserve the right to assert any and all additional defenses under any applicable law in the event that discovery indicates such defenses would be appropriate, and to assert any crossclaims, counterclaims, and/or third party claims.

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PRAYER FOR RELIEF

WHEREFORE, Defendants pray that this Court enter judgment as follows:

1. That Plaintiffs take nothing by their SAC;
2. For costs, attorneys' fees, and expert witness fees;
3. For judgment in favor of Defendants; and
4. For such other and further relief as this Court deems just and proper.

JURY DEMAND

Defendants demand a trial by jury.

Dated: May 13, 2021

COOLEY LLP

By: /s/ Ryan E. Blair
Ryan E. Blair

Attorneys for Defendants