

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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SAMSUNG BIOEPIS CO. LTD,  
Petitioner,

v.

ALEXION PHARMACEUTICALS, INC.,  
Patent Owner.

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Cases IPR2023-00933; IPR2023-00998; IPR2023-00999;  
IPR2023-01069; and IPR2023-1070

Patents 9,732,149 B2; 9,718,880 B2; 9,725,504 B2;  
10,590,189 B2; and 10,703,809 B1<sup>1</sup>

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Before TINA E. HULSE, ROBERT A. POLLOCK, and RYAN H. FLAX,  
*Administrative Patent Judges.*

FLAX, *Administrative Patent Judge.*

TERMINATION

Due to Settlement After Institution of Trial  
Granting Joint Motion to Treat Settlement Agreement as Confidential  
*35 U.S.C. § 317; 37 C.F.R. §§ 42.71(a), 42.72, 42.74*

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<sup>1</sup> We use this caption for efficiency. The parties are not authorized to use such a caption.

IPR2023-00933; IPR2023-00998; IPR2023-00999;  
IPR2023-01069; IPR2023-1070  
Patents 9,732,149 B2; 9,718,880 B2; 9,725,504 B2;  
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Alexion Pharmaceuticals, Inc. (“Patent Owner”) is the owner of U.S. Patents 9,732,149 B2; 9,718,880 B2; 9,725,504 B2; 10,590,189 B2; and 10,703,809 B1. Samsung Bioepis Co., Ltd. (“Petitioner”) filed a respective Petition for *inter partes* review in each of the above-captioned proceedings, challenging the patentability of claims of these patents. In each proceeding, trial was instituted. The Board has not rendered a final decision in any of IPR2023-00993, IPR2023-00998, IPR2023-00999, IPR2023-01069, and IPR2023-01070.

On August 30, 2024, counsel for Patent Owner emailed the Board indicating that the parties had conferred and come to an agreement settling the disputes in IPR2023-00993, IPR2023-00998, IPR2023-00999, IPR2023-01069, and IPR2023-01070, and that the parties desired authorization to file a respective joint motion to terminate each proceeding. The panel granted authorization, and on August 30, 2024, the parties filed a Joint Motion to Terminate in each proceeding. IPR2023-00933, Paper 28 (“Motion or “Mot.”); *see also* IPR2023-00998, Paper 26; IPR2023-00999, Paper 25; IPR2023-01069, Paper 25; and IPR2023-01070, Paper 27. The parties state that “[s]ubstantially the same paper [is] filed in [each proceeding].” Mot. n. 1.

35 U.S.C. § 317(b) states:

Any agreement or understanding between the patent owner and a petitioner, including any collateral agreements referred to in such agreement or understanding, made in connection with, or in contemplation of, the termination of an *inter partes* review under this section shall be in writing and a true copy of such

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agreement or understanding shall be filed in the Office before the termination of the inter partes review as between the parties.

*Id.* Pursuant to that statute, and in connection with the Joint Motion to Terminate, the parties filed a copy of their written settlement agreement resolving, *inter alia*, each of the above-captioned *inter partes* reviews. Exhibit 2109 (“Settlement Agreement”). “The parties [also] represent that the document filed as Exhibit 2109 represents all agreements made in connection with, or in contemplation of, the termination of th[ese] proceeding[s].” Mot. 3.

Generally, the Board expects that a proceeding will terminate after the filing of a settlement agreement, unless the Board has already decided the merits of the proceeding. *See* 35 U.S.C. § 317(a) (“An inter partes review instituted under this chapter shall be terminated with respect to any petitioner upon the joint request of the petitioner and the patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed.”); 37 C.F.R. § 42.72 (“The Board may terminate a trial without rendering a final written decision, where appropriate, including . . . pursuant to a joint request under 35 U.S.C. 317(a)”). As noted above, the Board has not yet rendered a final decision and the Settlement Agreement was filed.

We *grant* the Joint Motion to Terminate the proceedings.

The parties also move that the Settlement Agreement (Ex. 2109) be treated as confidential information and kept separate from each respective

IPR2023-00933; IPR2023-00998; IPR2023-00999;  
IPR2023-01069; IPR2023-1070

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challenged patent's record. Paper 29. This request is *granted*. See  
37 C.F.R. § 42.74(c).

This Decision does not constitute a final written decision pursuant to  
35 U.S.C. § 318(a).

Accordingly, it is:

ORDERED that the Joint Motion to Terminate in IPR2023-00933,  
IPR2023-00998, IPR2023-00999, IPR2023-01069, and IPR2023-1070 is  
*granted*, the respective Petition in each of these proceedings is *dismissed*,  
and each proceeding is hereby *terminated* under 35 U.S.C. § 317(a) and  
37 C.F.R. § 42.72; and

FURTHER ORDERED that the Joint Motion to treat the Settlement  
Agreement (Ex. 2109) as confidential information is *granted*, and this  
Settlement Agreement shall be kept separate from the public files of U.S.  
Patent 9,732,149 B2, U.S. Patent 9,718,880 B2, U.S. Patent 9,725,504 B2,  
U.S. Patent 10,590,189 B2, and U.S. Patent 10,703,809 B1, and made  
available only to Government agencies on written request, or to any person  
on written request and a showing of good cause, under 35 U.S.C. § 317(b)  
and 37 C.F.R. § 42.74(c).

IPR2023-00933; IPR2023-00998; IPR2023-00999;  
IPR2023-01069; IPR2023-1070

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