

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

HOPEWELL PHARMA VENTURES, INC.,
Petitioner,

v.

ARES TRADING S.A.,
Patent Owner.

IPR2023-00482
Patent 10,849,919 B2

Before JOHN G. NEW, TINA E. HULSE, and TIMOTHY G. MAJORS,
Administrative Patent Judges.

MAJORS, *Administrative Patent Judge.*

TERMINATION

Due to Settlement Before Institution of Trial
Granting Joint Request to Treat Settlement Agreement as
Business Confidential Information
35 U.S.C. § 317; 37 C.F.R. § 42.74

I. INTRODUCTION

Petitioner and Patent Owner (collectively “the Parties”) have requested that IPR2023-00482 be terminated due to a settlement of their dispute concerning the challenged patent, U.S. Patent No. 10,849,919 (“the ’919 patent”). On August 15, 2023, the Parties filed a Joint Motion to Terminate Proceeding (“Joint Motion”). Paper 10. The Parties also filed a copy of a settlement agreement (Ex. 1070, “Settlement Agreement”) and filed an authorized Joint Request to File Agreement as Business Confidential Information. Paper 11, (“Joint Request”). We gave authorization for the Parties to file the Joint Motion and the Joint Request via an email communication from the Board dated August 9, 2023.

II. DISCUSSION

Under 35 U.S.C. § 317(a), “[a]n 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.” The Parties’ Joint Motion was filed before institution of trial, and the merits of the proceeding have not been decided.

In the Joint Motion, the Parties represent that they have reached an agreement to resolve all of their present dispute regarding the ’919 patent, that the filed copy of the Settlement Agreement (Ex. 1070) is a true and correct copy, and “[t]here are no other agreements, oral or written, between the parties made in connection with, or in contemplation of, the termination of the proceeding.” Paper 10, 1–4.

The Parties also requested that the Settlement Agreement be treated as business confidential information and be kept separate from the public files

of the '919 patent. Paper 11, 1. We determine that good cause exists to treat the Settlement Agreement as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

This Order does not constitute a decision on institution under 35 U.S.C. § 314, or a final written decision pursuant to 35 U.S.C. § 318(a).

III. ORDER

Accordingly, for the reasons discussed above, it is:

ORDERED that the Joint Motion is *granted*, and IPR2023-00482 is *terminated* pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the Joint Request is *granted*, and the Settlement Agreement shall be kept separate from the files of Patent 10,849,919 and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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