

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

DR. REDDY'S LABORATORIES S.A. and
DR. REDDY'S LABORATORIES, INC.,
Petitioner,

v.

EYE THERAPIES, LLC,
Patent Owner.

IPR2024-00467 (Patent 11,833,245 B2)
IPR2024-00563 (Patent 11,596,600 B2)¹

Before JOHN G. NEW, ZHENYU YANG, and RYAN H. FLAX,
Administrative Patent Judges.

YANG, *Administrative Patent Judge.*

TERMINATION
Due to Settlement After Institution of Trial
35 U.S.C. § 317; 37 C.F.R. § 42.74

¹ This Order is entered in both cases. The parties are not authorized to use this caption style unless they have received prior authorization from the Board.

I. INTRODUCTION

With the Board’s authorization (Ex. 3006), Petitioner and Patent Owner (collectively referred to as “the Parties”) filed Joint Motions to Terminate the above-identified *inter partes* review proceedings due to settlement. Paper 79 (“Joint Motion”).² In support of the Joint Motions, the Parties filed a Confidential Settlement and License Agreement (Ex. 2282 (“Settlement Agreement”)), as well as Joint Requests to File Settlement Agreement as Business Confidential Information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c) (Paper 80 (“Joint Request”)), in the above-identified proceedings.

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. . . . If no petitioner remains in the *inter partes* review, the Office may terminate the review.”

For each of the above-identified proceedings, in the Joint Motion, the Parties represent that they have reached an agreement to terminate the above-identified proceedings. Joint Motion 2.³ The Parties states that the filed copy of the Settlement Agreement is a true copy and “there are no other collateral agreements or understandings, oral or written, between the parties made in connection with, or in contemplation of, the termination of this proceeding.” *Id.* at 2–3.

Under these circumstances, we determine that good cause exists to terminate the proceedings with respect to the Parties.

For each of the above-identified proceedings, the Parties also filed a Joint

² We refer to papers and exhibits in IPR2024-00467. Similar documents were filed in IPR2024-00563 and this Order applies to both captioned proceedings.

³ The Joint Motion does not include pagination. We designate the first page of the Joint Motion as page 1.

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Request to file the Settlement Agreement as business confidential information and to keep the Settlement Agreement separate from the files of the patents at issue.

Joint Request 1. After reviewing the Settlement Agreement, we find that the Settlement Agreement contains confidential business information. We determine that good cause exists to treat the Settlement Agreement between Petitioner and Patent Owner as confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

This Order does not constitute 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 to Terminate is *granted* in each of the above-identified proceedings, and IPR2024-00467 and IPR2024-00563 are *terminated* with respect to Petitioner and Patent Owner pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the Joint Request to File Settlement Agreement as Business Confidential and to Keep It Separate from Patent Files is *granted* in each of the above-identified proceedings, and the Settlement Agreement shall be kept separate from the files of Patent 11,833,245 B2 and Patent 11,596,600 B2 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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FOR PETITIONER:

Linnea Cipriano

Christopher Cassella

Anna Zhou

GOODWIN PROCTER LLP

lcipriano@goodwinlaw.com

ccassella@goodwinlaw.com

azhou@goodwinlaw.com

FOR PATENT OWNER:

Bryan Diner

Justin Hasford

Joshua Goldberg

Kassandra Officer

Christina Ji-Hye Yang

Ryan McDonnell

Martin Weingarten

Ryan O'Quinn

Matthew Luneack

FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, LLP

bryan.diner@finnegan.com

justin.hasford@finnegan.com

joshua.goldberg@finnegan.com

kassandra.officer@finnegan.com

christina.yang@finnegan.com

ryan.mcdonnell@finnegan.com

david.weingarten@finnegan.com

oquinnr@finnegan.com

matthew.luneack@finnegan.com