

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

C.R. BARD, INC.,
Petitioner,

v.

MEDLINE INDUSTRIES, LP,
Patent Owner.

IPR2025-00402
Patent 11,661,220 B2

Before JOSIAH C. COCKS, MITCHELL G. WEATHERLY,
and RYAN H. FLAX, *Administrative Patent Judges*.

COCKS, *Administrative Patent Judge*.

DECISION

Termination Due to Settlement Prior to Institution of Trial
37 C.F.R. § 42.74

Medline Industries, LP (“Patent Owner”) is the owner of U.S. Patent 11,661,220 B2 (Ex. 1001, “the ’220 patent”). Paper 4, 1. On January 3, 2025, C.R. Bard, Inc. (“Petitioner”) filed a Petition for *inter partes* review challenging the patentability of claims 8–22 of the ’220 patent. Paper 2, 1. We have not yet entered a decision whether to institute trial in this proceeding.

On March 26, 2025, the parties jointly, with our authorization (by email on the same day), filed a Joint Motion to Terminate this proceeding on the basis of a settlement reached by the parties. Paper 6 (“Motion” or “Mot.”); *see* 35 U.S.C. § 317(a); 37 C.F.R. § 42.74.

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 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*, this *inter partes* review, in which they certify “[t]here are no other collateral agreements . . . [relating to] the termination sought.” Mot. 1; Ex. 1030 (“Settlement Agreement”). Based on the language and execution date of the Settlement Agreement, this certification is sufficient.

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 instituted a trial. Thus, we *grant* the Joint Motion to Terminate the proceeding.

The parties also jointly request that the Settlement Agreement (Ex. 1030) be treated as confidential information and kept separate from the ’220 patent’s record. Paper 7. Based on our review of the Settlement Agreement, we find good cause exists, and 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 (Paper 6) this proceeding is *granted*, the Petition is *dismissed*, and this proceeding is hereby *terminated* under 35 U.S.C. § 317(a) and 37 C.F.R. §§ 42.72, 42.74;

FURTHER ORDERED that the related Joint Request to Treat the Settlement Agreement (Paper 7) as Confidential Information is *granted*; and

FURTHER ORDERED that no other relief is granted.

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