

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG BIOEPIS CO., LTD.,
Petitioner,

v.

ALEXION PHARMACEUTICALS, INC.
Patent Owner.

Case No. IPR2023-00998¹
Patent: 9,718,880

**JOINT MOTION TO TERMINATE PROCEEDING
PURSUANT TO 35 U.S.C. § 317 and 37 C.F.R. § 42.74**

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Patent Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-145

¹ Substantially the same paper will be filed in IPR2023-00933, IPR2023-00999, IPR2023-01069, and IPR2023-01070, if authorized by the PTAB.

I. Statement of Precise Relief Requested

Pursuant to 35 U.S.C. § 317(a) and as authorized by the Board on August 30, 2024, Petitioner Samsung Bioepis Co., Ltd. (“Samsung”) and Patent Owner Alexion Pharmaceuticals, Inc. (“Alexion”) jointly request termination of the *Inter Partes* Review of U.S. Patent No. 9,718,880 (“the ’880 patent”), Case No. IPR2023-00998.

II. Argument

The parties have executed a settlement agreement that resolves all of their disputes concerning the ’880 patent, expressly including the present *Inter Partes* Review (IPR). Termination of IPR by the Board is appropriate for a least the following reasons:

- a) The parties are jointly requesting termination. 77 Fed. Reg. 48756, 48768 (Aug. 14, 2012) (“There are *strong public policy reasons to favor settlement* between the parties to a proceeding”) (emphasis added);
- b) The Board has not yet “decided the merits of the proceeding *before the request for termination is filed.*” 35 U.S.C. § 317(a) (emphasis added); 77 Fed. Reg. 48768 (“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.”). This supports the propriety of

terminating this proceeding. *See, e.g., Toyota Motor Corp. v. Blitzsafe Tex. LLC*, IPR2016-00421, Paper 28 (Feb. 21, 2017) (granting motion to terminate even after all substantive papers were filed, “particularly in light of the fact that a final written decision is not due until more than four months from now”); *Plaid Techs., Inc. v. Yodlee, Inc.*, IPR2016-00273, Paper 29 (Feb. 8, 2017) (granting motion to terminate because “the parties’ joint motions to terminate were filed prior to the oral hearings in these cases”); *Apex v. Resmed*, IPR2013-00512, Paper 39 (Sept. 12, 2014) (granting joint motion to terminate after the parties had fully briefed the matter); *Rackspace Hosting, Inc. v. Clouding IP, LLC*, CBM2014-00034, Paper 28 (Dec. 9, 2014) (granting motion to terminate after close of evidentiary record and less than ten days before trial); *Volution v. Versata Software*, CBM2013-00018, Paper 52 (June 17, 2014) (granting motion to terminate after oral hearing); *AM General LLC v. Uusi, LLC*, IPR2016-1050, Paper 44 (Nov. 7, 2017) (granting motion to terminate after oral hearing); and

c) No dispute remains between the Parties involving the ’880 patent. The only related pending proceedings regarding the ’880 patent before the Board are IPR2023-00999 (U.S. Patent No. 9,725,504), IPR2023-00933

(U.S. Patent No. 9,732,149), IPR2023-01069 (U.S. Patent No. 10,590,189) and IPR2023-01070 (U.S. Patent No. 10,703,809). Joint Motions to Terminate are being filed in these cases concurrently with this Joint Motion to Terminate.

Further, maintaining this proceeding would contradict the Congressional goal to establish a more efficient and streamlined patent system that limits unnecessary and counterproductive litigation costs. *See, e.g., AM General LLC*, IPR2016-01050, Paper 44 (“Generally, the Board expects that a proceeding will terminate after the filing of a settlement agreement.”).

III. Written Settlement Agreement

As set forth in 35 U.S.C. § 317 and 37 C.F.R. § 42.74, the agreement has been made in writing in the form of a settlement agreement executed by the parties, and a true and correct copy of that settlement agreement has been filed as Exhibit 2109. The parties hereby represent that the document filed as Exhibit 2109 represents all agreements made in connection with, or in contemplation of, the termination of this proceeding.

As stated in 35 U.S.C. § 317(a), because Samsung and Alexion request this termination, no estoppel under 35 U.S.C. § 315(e) shall attach to Samsung.

Submitted concurrently herewith is a joint request to file the settlement agreement as business confidential information pursuant to 35 U.S.C. § 317(b) and § 42.74(c).

IV. Conclusion

Based on the above, Petitioner and Patent Owner respectfully request termination of the *Inter Partes* Review of U.S. Patent No. 9,718,880, Case No. IPR2023-00998.

Respectfully submitted,

/Michelle Rhyu/

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Dated: August 30, 2024

CERTIFICATION OF SERVICE

The undersigned hereby certifies that the foregoing **JOINT MOTION TO TERMINATE PROCEEDING PURSUANT TO 35 U.S.C. § 317 and 37 C.F.R. § 42.74** was served via electronic mail on August 30, 2024, in their entirety on the following:

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