

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ELEKTA, INC.,
Petitioner

v.

VARIAN MEDICAL SYSTEMS INTERNATIONAL AG,
Patent Owner

Case IPR2016-00842 (Patent 7,906,770 B2)
Case IPR2016-00843 (Patent 8,696,538 B2)
Case IPR2016-00844 (Patent 7,880,154 B2)
Case IPR2016-00845 (Patent 7,906,770 B2)
Case IPR2016-01902 (Patent 6,888,919 B2)
Case IPR2016-01904 (Patent 6,888,919 B2)¹

Before BRIAN J. MCNAMARA, PATRICK M. BOUCHER, and GARTH D.
BAER, Administrative Patent Judges.

BAER, *Administrative Patent Judge*.

ORDER AUTHORIZING MOTION TO TERMINATE
Conduct of the Proceeding
37 C.F.R. § 42.5

¹ The parties are not authorized to use this style of caption.

IPR2016-00842 (Patent 7,906,770 B2)
IPR2016-00843 (Patent 8,696,538 B2)
IPR2016-00844 (Patent 7,880,154 B2)
IPR2016-00845 (Patent 7,906,770 B2)
IPR2016-01902 (Patent 6,888,919 B2)
IPR2016-01904 (Patent 6,888,919 B2)

In e-mail correspondence on April 4, 2017, the parties advised the Board they seek authorization to file a joint motion to terminate IPR2016-00842, IPR2016-00843, IPR2016-00844, IPR2016-00845, IPR2016-01902, and IPR2016-01904, along with a joint motion to treat the corresponding settlement agreements as business confidential information in each case. We authorize the parties to do so.

The parties may agree to settle any issue in a proceeding pursuant to a written agreement, a copy of which must be filed with the Board before termination of the trial. 37 C.F.R. § 42.74(a)–(b). We remind the parties that “[a]ny 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.” 35 U.S.C. § 317(b). Each Joint Motion to Terminate also must include a statement certifying that there are no additional collateral agreements or understandings made in connection with, or in contemplation of, termination of the *inter partes* review.

Each Motion to Terminate should explain the reasons the parties seek termination and why termination is appropriate. Each Joint Motion to Terminate must update the Board concerning the status of any litigation or proceeding, including but not limited to proceedings in the U.S. Patent and Trademark Office involving the subject patent, and advise the Board whether any litigation or proceeding involving the subject patent is contemplated in the foreseeable future.

IPR2016-00842 (Patent 7,906,770 B2)
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IPR2016-01902 (Patent 6,888,919 B2)
IPR2016-01904 (Patent 6,888,919 B2)

A party to a settlement may request that any written agreement be treated as business confidential information and be kept separate from the files of an involved patent. 35 U.S.C. § 317(b); 37 C.F.R. § 42.74(c). The request must be filed with the settlement. *Id.*

It is **ORDERED** that the parties are authorized to file a Joint Motion to Terminate proceeding and a Joint Request That the Settlement Agreement Be Treated as Business Confidential Information for IPR2016-00842, IPR2016-00843, IPR2016-00844, IPR2016-00845, IPR2016-01902, and IPR2016-01904.

IPR2016-00842 (Patent 7,906,770 B2)
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IPR2016-00845 (Patent 7,906,770 B2)
IPR2016-01902 (Patent 6,888,919 B2)
IPR2016-01904 (Patent 6,888,919 B2)

PETITIONER:

Timothy J. May
James R. Barney
Joshua L. Goldberg
Christopher C. Johns
Justin E. Loffredo
FINNEGAN, HENDERSON, FARAABOW, GARRETT & DUNNER, LLP
timothy.may@finnegan.com
james.barney@finnegan.com
josha.goldberg@finnegan.com
christopher.johns@finnegan.com
justin.loffredo@finnegan.com

PATENT OWNER:

Michael B. Ray
Nirav N. Desai
Jonathan Tuminaro
Yasser Mourtada
STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
mray-PTAB@skgf.com
ndesai-PTAB@skgf.com
jtuminar-ptab@skgf.com
ymourtad-ptab@skgf.com