

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

PFIZER INC.,¹
Petitioner,

v.

NOVO NORDISK A/S,
Patent Owner.

IPR2020-00324²

Patent 8,114,833 B2

**PATENT OWNER AND PETITIONER PFIZER INC.'S JOINT REQUEST
TO TREAT SETTLEMENT AGREEMENT AS BUSINESS
CONFIDENTIAL INFORMATION PURSUANT TO 35 U.S.C. § 317**

¹ The proceeding has been terminated as to the original petitioner, Mylan Institutional LLC. Paper 67.

² IPR2020-01252 has been joined with this proceeding.

Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), Petitioner Pfizer Inc. (“Pfizer”) and Patent Owner Novo Nordisk A/S (“Novo Nordisk”) jointly request that a true copy of their Settlement Agreement, filed concurrently as Exhibit 2102, be treated as business confidential information, and be kept separate from the file of IPR2020-00324 involving U.S. Patent No. 8,114,833. Concurrently with this Request, Pfizer and Novo Nordisk are filing a Joint Motion to Terminate due to the settlement between Pfizer and Novo Nordisk.

Specifically, as the parties consider the Settlement Agreement to contain highly sensitive business confidential information that would substantially harm their business interests if publicly disclosed, Pfizer and Novo Nordisk hereby jointly request that the Settlement Agreement be kept as a separate paper to be made available only as provided in 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). The Settlement Agreement has been filed for access by the “Board Only.”³ Pfizer and Novo Nordisk request that the Settlement Agreement remain accessible *only* to the Board, and not be made available to other parties to this proceeding. Pfizer and Novo Nordisk further jointly request that the Board order that in the event a person or entity makes a written request, as stated in 37 C.F.R. §42.74(c)(1)-(2), for access

³ Petitioner Mylan Institutional LLC is not a party to the Settlement Agreement. Petitioner Mylan Institutional LLC has not been provided a copy of the Settlement Agreement.

to the Settlement Agreement, that any such written request be served upon Pfizer and Novo Nordisk on the day the written request is provided to the Board.

Dated: June 18, 2021

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CERTIFICATE OF SERVICE

Pursuant to 37 C.F.R. § 42.6(e), I hereby certify that on June 18, 2021, the foregoing document is being served by filing this document through the Patent Trial and Appeal Board End to End System, as well as delivering a copy via electronic mail upon the following attorneys of record for the Petitioner:

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Respectfully submitted,

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