

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

APPLE INC.,
Petitioner,

v.

ZIILABS INC.,
Patent Owner.

Case IPR2015-00925 (Patent 6,683,615)¹
Case IPR2015-00926 (Patent 6,683,615)
Case IPR2015-00927 (Patent 7,050,061)
Case IPR2015-00928 (Patent 7,710,425)
Case IPR2015-00929 (Patent 7,710,425)
Case IPR2015-00932 (Patent 7,187,383)

Before DAVID C. MCKONE, BARBARA A. PARVIS, and
PATRICK M. BOUCHER, *Administrative Patent Judges*.

PARVIS, *Administrative Patent Judge*.

DECISION
Dismissing Petitions Pursuant to Settlement
37 C.F.R. § 42.71(a)

¹ This Decision addresses the same issue in these six *inter partes* reviews. Therefore, we issue one Decision to be filed in all of the cases. The parties, however, are not authorized to use this style of filing in subsequent papers, without prior authorization.

IPR2015-00925 and IPR2015-00926 (Patent 6,683,615);
IPR2015-00928 and IPR2015-00929 (Patent 7,710,425);
IPR2015-00927 (Patent 7,050,061); IPR2015-00932 (Patent 7,187,383)

On June 23, 2015, and pursuant to 35 U.S.C. § 317(a), the parties filed a joint motion to terminate in each of the following proceedings: IPR2015-00925, IPR2015-00926, IPR2015-00927, IPR2015-00928, IPR2015-00929, and IPR2015-00932 (“the settled IPRs”). *See e.g.*, IPR2015-00925, Paper 7.² Along with the joint motion, the parties filed a Dismissal and Covenant Not to Sue (Ex. 1032, “settlement agreement”). The parties represent that the settlement agreement is a true copy and fully resolves all disputes and all Patent Office proceedings regarding U.S. Patent Nos. 6,683,615, 7,050,061, 7,710,425, and 7,187,383 (“the settled patents”). Paper 7, 2–3. During a teleconference with the Board on June 29, 2015, the parties were advised of the provisions of 35 U.S.C. § 317(b), specifically 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 as between the parties.” Both parties represented that the settlement agreement represents the whole agreement between the parties regarding termination of this proceeding and they do not have any collateral agreements.³ We accept the parties’ representations. In the joint motions, the parties also represent that the settlement agreement resolves all disputes regarding the settled patents pending in related case

² Unless otherwise noted, citations herein will be to IPR2015-00925.

³ The parties also noted dismissal of a lawsuit in district court. *See* Exs. 1030, 1031.

IPR2015-00925 and IPR2015-00926 (Patent 6,683,615);
IPR2015-00928 and IPR2015-00929 (Patent 7,710,425);
IPR2015-00927 (Patent 7,050,061); IPR2015-00932 (Patent 7,187,383)

ZiiLabs Inc., Ltd. v. Samsung Electronics Co. Ltd., Case No. 2:14-cv-0203
(E.D. Tex.). *Id.*

These proceedings are at an early stage. In each of the proceedings, Patent Owner has not yet filed a Preliminary Response and we have not yet instituted a trial. In view of the early stage of these proceedings, and the concurrent settlement of the disputes regarding the settled patents pending in the district court lawsuit, we determine that it is appropriate to dismiss the Petitions and terminate the proceedings with respect to both parties. *See* 37 C.F.R. § 42.71(a). Therefore, the joint motions to terminate the proceedings are granted. This paper does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

The parties also filed in each case a joint request that the settlement agreement be treated as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). *See e.g.*, IPR2015-00925, Paper 8.

ORDER

Accordingly, it is:

ORDERED that the parties' joint request in each proceeding that the settlement agreement be treated as business confidential information, to be kept separate from the patent file is *granted*;

FURTHER ORDERED that the Petitions in each of the IPR2015-00925, IPR2015-00926, IPR2015-00927, IPR2015-00928, IPR2015-00929, and IPR2015-00932 proceedings are *dismissed*; and

FURTHER ORDERED that the joint motions to terminate in each of the IPR2015-00925, IPR2015-00926, IPR2015-00927, IPR2015-00928,

IPR2015-00925 and IPR2015-00926 (Patent 6,683,615);
IPR2015-00928 and IPR2015-00929 (Patent 7,710,425);
IPR2015-00927 (Patent 7,050,061); IPR2015-00932 (Patent 7,187,383)

IPR2015-00929, and IPR2015-00932 proceedings are *granted* and each of the proceedings is terminated with respect to both Petitioner and Patent Owner.

IPR2015-00925 and IPR2015-00926 (Patent 6,683,615);
IPR2015-00928 and IPR2015-00929 (Patent 7,710,425);
IPR2015-00927 (Patent 7,050,061); IPR2015-00932 (Patent 7,187,383)

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