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Paper No. 14
Entered: April 30, 2021

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG ELECTRONICS AMERICA, INC.,
Petitioner,

v.

SNIK LLC,
Patent Owner.

IPR2020-01324; IPR2020-01325
Patent 9,167,329 B2[1]

Before KIMBERLY McGRAW, GARTH D. BAER, and STACY B. MARGOLIES, *Administrative Patent Judges*.

BAER, *Administrative Patent Judge*.

TERMINATION
Due to Settlement After Institution of Trial
37 C.F.R. § 317; § 42.74

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[1] We exercise our discretion to issue one order for all of the above captioned proceedings. The proceedings have not been consolidated, and the parties are not authorized to use this caption format.

I. INTRODUCTION

With the Board's authorization, Samsung Electronics America, Inc. ("Petitioner") and Snik LLC ("Patent Owner") (collectively, "the Parties") filed in each of the above proceedings a Joint Motion to Terminate each of the above-identified proceedings due to settlement ("Joint Motion"). Paper 11.[2] In support of the Joint Motion, the Parties filed in each proceeding a corresponding Confidential Settlement and License Agreement, Ex. 2012 ("Settlement Agreement"),[3] as well as a corresponding Joint Request to Treat Agreements as Business Confidential pursuant to 37 C.F.R. § 42.74(c), Paper 12 ("Joint Request").

II. DISCUSSION

In each Motion, the Parties represent that Petitioner, through its parent company Samsung Electronics Co., Ltd., and Patent Owner have reached an agreement to jointly seek termination of the above-identified *inter partes* review proceedings, and that the filed copy of the Settlement Agreement are is a "true, fully executed copy." Joint Motion 2. The Parties further represent that the Settlement Agreement resolves all currently pending Patent Office and District Court proceedings between the Parties involving Patent 9,769,556 B2. *See id*. at 4. The parties also represent that, aside from the Settlement Agreement, there are no collateral agreements or understandings made in connection with, or in contemplation of, the

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[2] For purposes of expediency, we cite to Papers filed in IPR2020-01324, unless otherwise noted. The Parties filed a similar Motion in IPR2020-01325. Paper 12.

[3] For purposes of expediency, we cite to Exhibits filed in IPR2020-01324. The Settlement Agreement was filed in IPR2020-01325 as Exhibit 2016.

termination of this proceeding. *Id.* at 2. Accordingly, the Parties jointly request termination of these proceedings. *Id.* at 4.

The Board generally expects that a case "will terminate after the filing of a settlement agreement, unless the Board has already decided the merits." *Consolidated Trial Practice Guide*, 86 (Nov. 2019) ("Consolidated TPG")[4]; *see* 35 U.S.C. §317(a); 37 C.F.R. § 42.72. Here, although the Board has instituted *inter partes* review of the challenged patent on March 9, 2021 (Paper 9), the Board has not decided the merits of these proceedings. Under these circumstances, therefore, we determine that it is appropriate to terminate these proceedings as to the Parties, without rendering a final written decision.

In each Joint Request, the Parties request that the Settlement Agreement be treated as business confidential information and be kept separate from the files of the patent involved in these *inter partes* proceedings. Joint Request 1. After reviewing the Settlement Agreement, we find that the Settlement Agreement contain confidential business information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreement as business confidential information pursuant to 37 C.F.R. § 42.74(c).

This Order does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

III. ORDER

Accordingly, for the reasons discussed above, it is:

[4] Available at https://www.uspto.gov/TrialPracticeGuideConsolidated.

ORDERED that the Joint Motion to Terminate each proceeding is *granted*, and the above-identified proceedings are *terminated*; and

FURTHER ORDERED that the Joint Request to Treat the Settlement Agreements as Business Confidential in each proceeding is *granted*, and the Settlement Agreement shall be kept separate from the file of Patent 9,167,329 B2, and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 37 C.F.R. § 42.74(c).

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