

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG ELECTRONICS AMERICA, INC.,
Petitioner,

v.

SNIK LLC,
Patent Owner.

IPR2020-01427; IPR2020-01428; IPR2020-01429
Patent 9,769,556 B2¹

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

McGRAW, *Administrative Patent Judge*.

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

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-identified proceedings a Joint Motion to Terminate Proceeding Pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72 (“Motion to Terminate”). Paper 12.² In support of each Motion to Terminate, the Parties filed in each proceeding a corresponding Confidential Settlement and License Agreement, Ex. 2012 (“Settlement Agreements”),³ as well as a corresponding Joint Motion to Treat Settlement Agreement as Business Confidential and Keep Separate Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), Paper 13 (“Joint Motion”).

II. DISCUSSION

In each Motion to Terminate, the Parties represent that Petitioner, through its parent company Samsung Electronics Co., Ltd., and Patent Owner have fully executed a settlement agreement in writing that resolves all underlying disputes between them, including and jointly seek termination of the above-identified *inter partes* review proceedings. Motion to Terminate 2, 4. 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. *Id.* at 4. The parties also represent that, aside from the Settlement Agreement, there are no

² For purposes of expediency, we cite to Papers filed in IPR2020-01427, unless otherwise noted. The Parties filed similar motions to terminate in IPR2020-01428 and IPR2020-01429.

³ For purposes of expediency, we cite to the Exhibits filed in IPR2020-01427. The Settlement Agreement was filed in IPR2020-01428 and IPR2020-01429 as Exhibit 2019.

collateral agreements or understandings made in connection with, or in contemplation of, the 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 10), 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 Motion, the Parties request that the Settlement Agreements be treated as business confidential information and be kept separate from the files of the patent involved in these *inter partes* proceedings. Joint Motion 1. After reviewing the Settlement Agreement, we find that the Settlement Agreements 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).

⁴ Available at <https://www.uspto.gov/TrialPracticeGuideConsolidated>.

III. ORDER

Accordingly, for the reasons discussed above, it is:

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

FURTHER ORDERED that the Joint Motion 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 9,769,556 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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