

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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CYPRESS SEMICONDUCTOR CORP.,  
Petitioner,

v.

NEODRON LTD.,  
Patent Owner.

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IPR2021-01296  
Patent 9,372,580 B2

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Before MIRIAM L. QUINN, PATRICK M. BOUCHER, and  
CHRISTOPHER L. OGDEN, *Administrative Patent Judges*.

OGDEN, *Administrative Patent Judge*.

DECISION  
Settlement Prior to Institution of Trial  
*37 C.F.R. § 42.74*

With our authorization, the parties filed a Joint Motion to Terminate this proceeding (Paper 6) and a Joint Request to Keep Separate (Paper 7). With these filings the parties also filed, as Exhibit 2002, what they describe as “true copies of the settlement agreements<sup>[1]</sup> that resolve the disputes in the above-captioned *inter partes* review relating to the Patent-in-Suit,” U.S. Patent No. 9,372,580 B2. Paper 6, 1–2. The parties also represent that “[t]here are no other collateral agreements between the parties made in connection with, or in contemplation of, the termination sought.” Paper 6, 2.

In the Joint Motion to Terminate, the parties “jointly request termination of the joined *inter partes* review.” Paper 6, 1. Under 37 C.F.R. § 42.71(a), the Board may “dismiss any petition,” thus terminating a preliminary proceeding. In addition, when the parties seek to terminate a proceeding by submitting a settlement agreement, “[a]ny agreement or understanding between the parties made in connection with, or in contemplation of, the termination of a proceeding shall be in writing and a true copy shall be filed with the Board.” 37 C.F.R. § 42.74(b).

This case is still in the preliminary proceeding stage, and the Board has not yet issued a decision whether to institute trial. Under these circumstances, we determine that it is appropriate to dismiss the Petition and terminate this case without rendering a decision on institution. We also determine that the submitted Exhibit 2002 appears to be a true copy of the agreement between the parties in connection with settlement of this proceeding. Therefore, we grant the Joint Motion to Terminate.

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<sup>1</sup> The parties only submitted one agreement as Exhibit 2002. Based on our review of the agreement and the parties’ representations, we understand that this is the only such agreement.

In the Joint Request to Keep Separate, the parties “jointly request that the Board treat the settlement agreement as business confidential information and keep it separate from the files of this proceeding and the files of the Patent-in-Suit.” Paper 7, 1. We find that the submitted settlement agreement contains confidential business information regarding the terms of the settlement. Ex. 2002. Accordingly, we agree that the settlement agreement should be treated as business confidential information and kept separate from the files of the involved patent, and we grant the Joint Request to Keep Separate.

It is

ORDERED that the Joint Motion to Terminate is *granted*;

FURTHER ORDERED that the Petition is dismissed;

FURTHER ORDERED that this proceeding is terminated as to all parties;

FURTHER ORDERED that the Joint Request to Keep Separate is *granted*; and

FURTHER ORDERED that the filed settlement agreement (Ex. 2002) be treated as business confidential information pursuant to 37 C.F.R. § 42.74(c) and also remain designated as “Parties and Board Only” in the Board’s E2E system.

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Patent 9,372,580 B2

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