

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

TOYOTA MOTOR CORP.,
Petitioner,

v.

INTELLECTUAL VENTURES I LLC,
Patent Owner.

IPR2022-01355
Patent 7,684,318 B2

Before SCOTT A. DANIELS, FREDERICK C. LANEY, and
MATTHEW S. MEYERS, *Administrative Patent Judges*.

LANEY, *Administrative Patent Judge*.

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

With our authorization, Petitioner Toyota Motor Corporation and Patent Owner Intellectual Ventures I LLC (collectively, “the Parties”) filed a Joint Motion to Terminate Proceedings. Paper 10. The Parties assert that they have entered into a written confidential settlement agreement that settles all disputes between them, including those relating to this proceeding and the related district court action, which was dismissed with prejudice on March 20, 2023. *Id.* at 1–3. The parties represent that a true copy of the Parties’ settlement agreement (including any other related agreement) has been filed as Exhibit 2014, which we have reviewed. *Id.* at 5. The parties further certify that “there are no other collateral agreements, oral or written, or understandings between the Parties made in connection with, or in contemplation of, the termination of this proceeding.” *Id.* at 2.

In a separate paper, the Parties also jointly request that the Board treat as business confidential information and keep separate from the file of the involved patent, the true and complete copy of the Settlement Agreement (Exhibit 2014), which is referenced in the Parties’ Joint Motion to Terminate. Paper 11, 1.

The Board has not yet decided whether to institute a trial, and we determine that good cause exists to dismiss the Petition (Paper 1) and to terminate the preliminary proceeding. *See* 37 C.F.R. § 42.74. After reviewing the Parties’ settlement agreement, we find that the settlement agreement contains confidential business information regarding the terms of settlement, and we determine that good cause exists to treat the settlement agreement as business confidential information. *See id.*

However, we deny the portion of the Settlement Agreement seeking 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 to the settlement agreement, that any such written request be served upon the parties on the day the written request is provided to the Board.” Settlement Agreement 1–2. We have no such procedure to serve upon the Parties a request for access to the Settlement Agreement, and, further, our regulations do not require us to do so.

It is

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

FURTHER ORDERED that the Petition (Paper 1) is *dismissed* and the preliminary proceeding is *terminated*; and

FURTHER ORDERED that the filed settlement agreement (Ex. 2014) be treated as business confidential information pursuant to 37 C.F.R. § 42.74(c) and also remain designated as available only to “Parties and Board” in the Board’s E2E system.

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FOR PETITIONER:

David Reese
James Barney
Aidan Skoyles
Nicholas Eitsert
david.reese@finnegan.com
james.barney@finnegan.com
aidan.skoyles@finnegan.com
nicholas.eitsert@finnegan.com

FOR PATENT OWNER:

Ryan W. O'Donnell
Jeffrey G. Glabicki
Robert D. Leonard
Dawn C. Kerner
Michael F. Snyder
Daniel H. Golub
Russell J. Rigby
RODonnell@vklaw.com
JGlabicki@vklaw.com
DKerner@vklaw.com
Msnyder@vklaw.com
DGolub@vklaw.com
RRigby@intven.com