

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

TCL TECHNOLOGY GROUP CORP.,
TCL COMMUNICATION TECHNOLOGY HOLDINGS, LTD.,
TCT MOBILE WORLDWIDE, LTD.,
TCT MOBILE INTERNATIONAL, LTD.;
TCL ELECTRONICS HOLDINGS LTD., and
TCL COMMUNICATION LTD.,
Petitioner,

v.

ARIGNA TECHNOLOGY LIMITED,
Patent Owner.

IPR2023-00156
Patent 6,603,343 B2

Before THU A. DANG, GARTH D. BAER, and SHARON FENICK,
Administrative Patent Judges.

DANG, *Administrative Patent Judge.*

TERMINATION
Settlement Prior to Institution of Trial and
Granting Request to Treat Settlement Agreement
as Business Confidential Information
37 C.F.R. § 42.74

I. INTRODUCTION

On May 1, 2023, with the Board’s authorization, Petitioner and Patent Owner (collectively, “the Parties”) filed a Joint Motion to terminate the above-captioned *inter partes* review proceeding. Paper 9 (“Joint Motion”). Along with the Joint Motion, the Parties filed a copy of a Settlement and License Agreement. Ex. 1020 (“Settlement Agreement”). The Parties request that the Settlement Agreement be treated as business confidential information and kept separate from the file of U.S. Patent No. 6,603,343 B2 (“the ’343 patent”). Joint Motion 2.

II. DISCUSSION

In the Joint Motion, the Parties represent that the Settlement Agreement resolves their underlying dispute involving the ’343 patent. Joint Motion 2. The Parties also represent that they have filed a true copy of the Settlement Agreement made in connection with, or in contemplation of, the termination of the above-captioned proceeding. *Id.* The Settlement Agreement states that it

contains the entire and only understanding between the Parties with respect to the subject matter hereof and supersedes any prior or collateral agreements, negotiations and communications in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon either Party.

Ex. 1020, 8.

This proceeding is at an early stage, and we have not yet decided whether to institute a trial. In view of the early stage of the proceeding and the settlement between the Parties, we determine that good cause exists to

dismiss the Petition (Paper 2) and terminate the proceeding with respect to the Parties.

The Parties jointly request that the Settlement Agreement be treated as business confidential information and kept separate from the file of the '343 patent. Joint Motion 2. After reviewing the Settlement Agreement, we find that it contains confidential business information regarding the terms of settlement. Thus, 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, it is:

ORDERED that the Joint Motion to terminate (Paper 9) is *granted*, and IPR2023-00156 is *terminated* with respect to Petitioner and Patent Owner; and

FURTHER ORDERED that the Parties' request to treat the Settlement Agreement as business confidential information is *granted*, and the Settlement Agreement (Ex. 1020) shall be kept separate from the file of U.S. Patent No. 6,603,343 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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For PETITIONER:

Russell Levine
Jacob Rambeau
KIRKLAND & ELLIS LLP
russell.levine@kirkland.com
jake.rambeau@gmail.com

For PATENT OWNER:

Michael Heim
Russell Chorush
Christopher Limbacher
Robert Bullwinkel
HEIM PAYNE & CHORUSH, LLP
mheim@hpcllp.com
rchorush@hpcllp.com
climbacher@hpcllp.com
abullwinkel@hpcllp.com