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Paper No. 18
Entered: November 21, 2023

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG ELECTRONICS CO., LTD.,
Petitioner,

v.

CARDWARE INC.,
Patent Owner.

IPR2023-00196 (Patent 10,810,579 B2)
IPR2023-00211 (Patent 10,339,520 B2)
IPR2023-00314 (Patent 10,628,820 B2)
PGR2023-00012 (Patent 11,328,286 B2)
PGR2023-00013 (Patent 11,328,286 B2)[1]

Before ELIZABETH M. ROESEL, SHARON FENICK, and IFTIKHAR AHMED, *Administrative Patent Judges*.

FENICK, *Administrative Patent Judge.*

TERMINATION
Due to Settlement After Institution of Trial and
Granting-in-Part Joint Motion to File Settlement Agreement
as Business Confidential Information
35 U.S.C. § 317; 37 U.S.C. § 327; 37 C.F.R. § 42.7

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[1] This Order addresses issues that are the same in each of the identified proceedings. We exercise our discretion to issue one Order to be filed in each proceeding. The parties are not authorized to use this style heading in subsequent papers.

I. INTRODUCTION

With the Board's authorization, Petitioner and Patent Owner (collectively, "the Parties") filed a joint motion to terminate in each of the above-captioned proceedings. Paper 21 ("Joint Motion").[2] Along with the Joint Motion, the Parties filed a copy of a settlement and license agreement (Ex. 2004, "Settlement Agreement") and a joint request that the Settlement Agreement be treated as business confidential information and be kept separate from the files of the patents involved in the above-captioned proceedings. Paper 22 ("Joint Request").

II. DISCUSSION

In the Joint Motion, the Parties represent that the Settlement Agreement resolves their disputes involving the patents at issue in the above-captioned proceedings. Joint Motion 1–2. The Parties also represent that "there are no other collateral agreements or understandings, oral or written, between the parties made in connection with, or in contemplation of, the termination of the present proceeding, and Ex. 2004 represents a true and accurate copy of the agreement." *Id.* at 1.

We instituted trial in each of the above-captioned *inter partes* review and post-grant review proceedings, but we have not yet decided the merits of the proceedings, and final written decisions have not been entered. Notwithstanding that the proceedings have moved beyond the preliminary

[2] The relevant papers and exhibits filed in the above-captioned proceedings are substantively the same. We cite to the record in IPR2023-00196, unless otherwise indicated.

stage, the Parties have shown adequately that termination of the proceedings is appropriate. Under these circumstances, we determine that good cause exists to terminate the proceedings.

In the Joint Request, the Parties request that the Settlement Agreement be treated as business confidential information and be kept separate from the files of the patents involved in the above-captioned proceedings. Joint Request 1.

We grant this much of the Joint Request. After reviewing the Settlement Agreement between Petitioner and Patent Owner, we find that the Settlement Agreement contains 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).

The Parties further

> request 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.

Id. We deny this portion of the Joint Request, which is not supported by the statute or the rule and not consistent with the Board's practice.

This Order does not constitute a final written decision pursuant to 35 U.S.C. § 318(a) or § 328(a).

III. ORDER

Accordingly, it is:

ORDERED that the Joint Motions to terminate (IPR2023-00196, Paper 21; IPR2023-00211, Paper 22; IPR2023-00314, Paper 16; PGR2023-00012, Paper 17; PGR2023-00013, Paper 17) are *granted*, and IPR2023-00196, IPR2023-00211, IPR2023-00314, PGR2023-00012, and PGR2023-00013 are *terminated*; and

FURTHER ORDERED that the Joint Requests to treat the Settlement Agreement as business confidential information (IPR2023-00196, Paper 22; IPR2023-00211, Paper 23; IPR2023-00314, Paper 17; PGR2023-00012, Paper 18; PGR2023-00013, Paper 18) are *granted-in-part*, in the manner described above, and the Settlement Agreement (IPR2023-00196, Ex. 2004; IPR2023-00211, Ex. 2004; IPR2023-00314, Ex. 2004; PGR2023-00012, Ex. 2038; PGR2023-00013, Ex. 2036) shall be kept separate from the files of U.S. Patent Nos. 10,810,579 B2, 10,339,520 B2, 10,628,820 B2, 11,328,286 B2, and 11,328,286 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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