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Paper 16
Date: January 08, 2024

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

APPLE INC.,
Petitioner,

v.

SPEIR TECHNOLOGIES LTD.,
Patent Owner.

IPR2022-01512 (Patent No. 7,321,777 B2)
IPR2023-00151 (Patent No. 7,110,779 B2)
IPR2023-00496 (Patent No. 8,345,780 B2)
IPR2023-00542 (Patent No. 7,765,399 B2)[1]

Before BARBARA A. PARVIS, SHEILA F. McSHANE, and SCOTT RAEVSKY, *Administrative Patent Judges.*

RAEVSKY, *Administrative Patent Judge*.

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

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[1]The Board exercises its discretion to mail the same Order in all of the above identified proceedings. The parties are not authorized to use this combined case caption.

I. INTRODUCTION

With the Board's authorization, Petitioner Apple Inc. and Patent Owner Speir Technologies Ltd. (collectively, "the parties") filed Joint Motions to Terminate in the above-identified proceedings. IPR2022-01512, Paper 22; IPR2023-00151, Paper 20; IPR2023-00496, Paper 14; IPR2023-00542, Paper 15 (collectively "Joint Motion"). In support of the Motions, the parties filed a copy of a Settlement Agreement (IPR2022-01512, Ex. 1031; IPR2023-00151, Ex 1033; IPR2023-00496, Ex 1021; IPR2023-00542, Ex. 1047) and Joint Requests That Settlement Agreement be Treated as Business Confidential Information pursuant to 35 U.S.C. § 317(b). IPR2022-01512, Paper 23; IPR2023-00151, Paper 21; IPR2023-00496, Paper 15; IPR2023-00542, Paper 16 (collectively "Joint Request").

II. DISCUSSION

In the Joint Motions, the parties requested the Board terminate the above-identified *inter partes* review proceedings as a result of a settlement agreement reached between Petitioner and Patent Owner. Joint Motion, 1.[2] The parties represent that the filed copy of the Settlement Agreement is a true copy. *Id.* The parties also represent that "there are no other agreements or understandings, oral or written, between th[e parties], including any collateral agreements, made in connection with, or in contemplation of, the termination of th[ese proceedings]." *Id.* The Settlement Agreement

[2] For convenience, we cite solely to the papers in IPR2022-01512, but similar citations apply to each of the above-identified cases.

indicates that the parties have resolved their disputes and the litigation between them involving the above-identified patents at issue. IPR2022-01512, Ex. 1031; IPR2023-00151, Ex 1033; IPR2023-00496, Ex 1021; IPR2023-00542, Ex. 1047.

According to 35 U.S.C. § 317(a), an *inter partes* review proceeding shall be terminated post-institution upon the joint request of the petitioner and the patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed. As the Board has not yet decided the merits of the proceedings addressed in this order, we determine that good cause exists to terminate the proceedings before rendering a final written decision in accordance with 37 C.F.R. § 42.72.

Moreover, 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 above-identified patent at issue. *See, e.g.*, IPR2022-01512, Paper 23, 2. After reviewing the Settlement Agreement between the parties, 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 between the parties as business confidential information pursuant to 37 C.F.R. § 42.74(c).

Additionally, the parties also "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 agreement, that any such written request be served upon the parties on the day the written request is provided to the Board and that the parties be given the opportunity to respond to the

request." *Id.* The panel does not have a procedure, nor authority, to have served upon the Parties a request for access to the Settlement Agreements. So we deny-in-part that portion of request.

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

III. ORDER

Accordingly, for the reasons discussed above, it is:

ORDERED that the Joint Motions to Terminate are *granted*;

FURTHER ORDERED that IPR2022-01512, IPR2023-00151, IPR2023-00496, and IPR2023-00542 are *terminated* with respect to Petitioner and Patent Owner pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the Joint Requests to Treat the Settlement Agreement as Business Confidential Information are *granted-in-part and denied-in-part*, and the confidential Settlement Agreement (IPR2022-01512, Ex. 1031; IPR2023-00151, Ex 1033; IPR2023-00496, Ex 1021; IPR2023-00542, Ex. 1047) shall be treated as business confidential information pursuant to 37 C.F.R. § 42.74(c) and be kept separate from the files of the challenged patents and made available only under the provisions of 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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