

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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MICRON TECHNOLOGY, INC.,  
Petitioner,

v.

SONRAI MEMORY LIMITED,  
Patent Owner.

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IPR2023-00904 (Patent 6,920,527 B2)  
IPR2023-00909 (Patent 6,724,241 B1)

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Before JEAN R. HOMERE, GREGG I. ANDERSON, STACEY G.  
WHITE, GARTH D. BAER, and MICHAEL T. CYGAN, *Administrative  
Patent Judges*.<sup>1</sup>

PER CURIAM.

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

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<sup>1</sup> This is not a decision by an expanded panel. The four Judges are paneled in various groups of three in the identified proceedings.

## I. INTRODUCTION

With the Board’s authorization (Paper 30), Petitioner and Patent Owner (collectively “the Parties”) filed a Joint Motion to Terminate due to settlement in each of the above-identified proceedings. Paper 31 (“Joint Motion”).<sup>2</sup> In support of the Joint Motion, the Parties filed a Confidential Settlement and License Agreement (Ex. 1043 (“Settlement Agreement”)), as well as a Joint Request to Treat the Settlement Agreement as Business Confidential Information (Paper 32 (“Joint Request”)) pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74.

In the Joint Motion, the Parties represent that they have reached an agreement to jointly seek termination of these *inter partes* review proceedings, and that the filed copy of the Settlement Agreement is a true and complete copy. Joint Motion 1. The Parties further represent that their “settlement agreement completely resolves all pending controversies between Petitioner and Patent Owner concerning” the above-identified Patents at issue, and that “there are no other agreements or understandings, oral or written, between them, including any collateral agreements, made in connection with, or in contemplation of, the termination of this proceeding.” *Id.*

Under 35 U.S.C. § 317(a), “[a]n *inter partes* review instituted under this chapter shall be terminated with respect to any petitioner 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.”

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<sup>2</sup> For purposes of expediency, we refer to the papers and exhibits filed in IPR2023-00904. The Parties filed similar items in IPR2023-00909.

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Section 35 U.S.C. § 317(a) also provides that if no petitioner remains in the *inter partes* review, the Office may terminate the review.

We instituted a trial on the above-identified proceedings on November 28 and November 29, 2023.<sup>3</sup> We have not yet decided the merits of the proceedings, and a final written decision has not been entered in either case. Notwithstanding that the proceedings have moved beyond the preliminary stage, the Parties have shown adequately that the termination of the proceedings is appropriate. Under these circumstances, we determine that good cause exists to terminate the proceedings with respect to the Parties.

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 between Petitioner and Patent Owner as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

In the Joint Request, the Parties further request “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 and that the parties be given the opportunity to respond to the request.” Joint Request 1. 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. Therefore, we decline to issue an order regarding Settlement Agreement access requests.

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<sup>3</sup> IPR2023-00904, Paper 7; IPR2023-00909, Paper 7.

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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 Motion to Terminate (IPR2023-00904, Paper 31; IPR2023-00909, Paper 37) is *granted*, and IPR2023-00904 and IPR2023-00909 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 Request (IPR2023-00904, Paper 32; IPR2023-00909, Paper 38) to Treat the Settlement Agreement (IPR2023-00904, Ex. 1043; IPR2023-00909, Ex. 1026) as Business Confidential Information is *granted*, and the Settlement Agreement shall be kept separate from the files of Patent 6,920,527 B2 and Patent 6,724,241 B1, and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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