

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

CROWDSTRIKE, INC.,
Petitioner,

v.

TAASERA LICENSING LLC,
Patent Owner.

IPR2023-01464
Patent 8,327,441 B2

Before JAMES P. CALVE, NEIL T. POWELL, and
STEVEN M. AMUNDSON, *Administrative Patent Judges*.

AMUNDSON, *Administrative Patent Judge*.

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

I. INTRODUCTION

CrowdStrike, Inc. (“Petitioner”) filed a Petition requesting an *inter partes* review of claims 1–7 and 9 in U.S. Patent No. 8,327,441 B2 (Exhibit 1001, “the ’441 patent”) under 35 U.S.C. §§ 311–319. Paper 1. Taasera Licensing LLC (“Patent Owner”) has not yet filed a preliminary response.

On December 15, 2023, after receiving Board authorization, Petitioner and Patent Owner filed a Joint Motion to Terminate Proceeding under 35 U.S.C. § 317(a) and 37 C.F.R. § 42.74. Paper 8. As Exhibit 2001, the parties filed a copy of an agreement titled “Patent License Agreement.” Ex. 2001, 1. As Exhibit 2002, the parties filed a copy of an agreement titled “Release Agreement.” Ex. 2002, 1. The parties also filed a Joint Request to Treat Agreement as Business Confidential Information under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). Paper 9.

II. DISCUSSION

In the Joint Motion, the parties represent that they “have reached an agreement to resolve their disputes” in this proceeding relating to the ’441 patent. Paper 8, 1; *see* Paper 9, 1. The parties represent that Exhibit 2001 is “a true copy of the confidential settlement agreement in its entirety” and that Exhibit 2002 is “a true copy of a confidential release signed by” the parties. Paper 8, 1; *see id.* at 2–3. The parties also represent that “[t]here are no other collateral agreements between the Parties made in connection with, or in contemplation of, the termination sought.” *Id.* at 1.

In the Joint Request, the parties “request that the Board treat as business confidential information, the true copy of the executed agreement resolving the Parties’ disputes and agreeing to terminate this proceeding and

the Parties' related district court proceeding (Exhibit 2001), and the related release agreement between the Parties (Exhibit 2002)." Paper 9, 1.

According to the parties, the "agreement and release describe the confidential terms resolving the Parties' dispute, which constitute confidential information under the Board's rules." *Id.* at 2 (citing 37 C.F.R. § 42.54).

In the Joint Motion, the parties assert that termination "would save significant further expenditure of resources by" the parties. Paper 8, 3. The parties assert that termination "would also further the purpose of *inter partes* review proceedings, which seek to provide an efficient and less costly alternative forum for patent disputes." *Id.* Additionally, the parties contend that "maintaining the proceeding would discourage further resolutions, as patent owners in similar situations would have a strong disincentive to resolve the dispute if they perceived that an *inter partes* review would continue regardless of a resolution." *Id.*

This proceeding has not progressed very far. As noted above, Patent Owner has not yet filed a preliminary response. Terminating this proceeding will save the Board administrative and judicial resources, e.g., in conducting an oral argument and issuing a final written decision to decide the patentability issues raised in the Petition. Further, "[t]here are strong public policy reasons to favor settlement between the parties to a proceeding," and "[t]he Board expects that a proceeding will terminate after the filing of a settlement agreement, unless the Board has already decided the merits of the proceeding." Office Patent Trial Practice Guide, 77 Fed. Reg. 48,756,

48,768 (Aug. 14, 2012); *see* Consolidated Trial Practice Guide, 86 (Nov. 2019).¹

Under these circumstances, we determine that it is appropriate to terminate this proceeding. We also determine that it is appropriate to treat the settlement agreement (Exhibit 2001) and the release agreement (Exhibit 2002) as business confidential information under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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

III. ORDER

Accordingly, it is

ORDERED that the parties' Joint Motion to Terminate Proceeding (Paper 8) is granted;

FURTHER ORDERED that this proceeding is terminated as to all parties; and

FURTHER ORDERED that the parties' Joint Request to Treat Agreement as Business Confidential Information (Paper 9) is granted, and the settlement agreement (Exhibit 2001) and the release agreement (Exhibit 2002) shall be treated as business confidential information and be kept separate from the file of U.S. Patent No. 8,327,441 B2 and made available only under the provisions of 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

¹ Available at <https://www.uspto.gov/TrialPracticeGuideConsolidated>.

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