

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

T-MOBILE USA, INC., AT&T SERVICES INC., AT&T MOBILITY LLC,
AT&T CORPORATION, CELLCO PARTNERSHIP D/B/A VERIZON
WIRELESS, NOKIA OF AMERICA CORPORATION,¹ ERICSSON INC.,²
SAMSUNG ELECTRONICS AMERICA, INC., and SAMSUNG
ELECTRONICS CO., LTD.,³
Petitioners,

v.

COBBLESTONE WIRELESS LLC,
Patent Owner.

IPR2024-00135 (Patent 8,554,196 B2)
IPR2024-00137 (Patent 9,094,888 B2)⁴

Before BARBARA A. PARVIS, NATHAN A. ENGELS, and
RUSSELL E. CASS, *Administrative Patent Judges*.

PARVIS, *Administrative Patent Judge*.

¹ Nokia of America Corporation is a Petitioner only in IPR2024-00137 (not IPR2024-00135).

² Ericsson Inc. is a Petitioner only in IPR2024-00137 (not IPR2024-00135).

³ Samsung Electronics America, Inc. and Samsung Electronics Co., Ltd. filed motions for joinder accompanying petitions in IPR2024-00317 and IPR2024-00315 and have been joined as petitioners to the IPR2024-00135 and IPR2024-00137 proceedings.

⁴ The combined caption is for administrative convenience only and does not indicate that IPR2024-00135 and IPR2024-00137 have been joined. The parties are not authorized to use this caption without express Board permission.

TERMINATION

Due to Settlement After Institution of Trial

35 U.S.C. § 317; 37 C.F.R. § 42.74

I. INTRODUCTION

With the Board’s authorization, Petitioners and Patent Owner (collectively referred to as “the Parties”) filed a Joint Motion to Terminate due to settlement in each of the above-identified proceedings.⁵ Paper 23 (“Joint Motions” or “Mot.”).⁶ In support of the Joint Motions, the Parties filed confidential Settlement and License Agreements (Exs. 2002–2005 (collectively, “Settlement Agreements”))⁷, as well as a Joint Request to File Settlement Agreement as Business Confidential Information Pursuant to 35 U.S.C. § 317(b) (Paper 24 (“Joint Requests”))⁸ in each of the above-identified proceedings.

⁵ We note that the Joint Motions also request termination of IPR2024-00317 and IPR2024-00315. *See* Mot. 1. We previously terminated IPR2024-00317 and IPR2024-00315 when we granted joinder to IPR2024-00135 and IPR2024-00137, respectively. *See* IPR2024-00317, Paper 12, 13; IPR2024-00315, Paper 14, 15.

⁶ We cite to papers filed in IPR2024-00135. Patent Owner filed similar papers in IPR2024-00137, including a similar Joint Motion to Terminate (Paper 28).

⁷ We cite to exhibits filed in IPR2024-00135. Patent Owner filed similar settlement agreements in IPR2024-00137 (Exs. 2020–2027).

⁸ We note that the Joint Requests do not specify which exhibits shall be kept confidential. We understand the Joint Requests to apply to the Settlement Agreements, Exs. 2002–2005 in IPR2024-00135 and Exs. 2020–2027 in IPR2024-00137, because Patent Owner filed those exhibits as available only to the Board.

II. DISCUSSION

In the Joint Motions, the Parties represent that they have reached an agreement to jointly seek termination of the above-identified *inter partes* review proceedings and that the filed copies of the Settlement Agreements are true and complete copies. *See generally* Mot. The Parties further represent that their settlement agreements resolve “all disputes relating to the Patent-in-Suit.” Mot. 4.

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.” Section 317(a) also provides that if no petitioner remains in the *inter partes* review, the Office may terminate the review.

We instituted a trial in IPR2024-00135 on April 30, 2024 (IPR2024-00135, Paper 10) and in IPR2024-00137 on May 22, 2024 (IPR2024-00137, Paper 15). 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 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 Agreements between Petitioners and Patent Owner, we find that the Settlement Agreements contain confidential business information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreements between Petitioners and Patent Owner as business confidential information pursuant to 35 U.S.C.

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§ 317(b) and 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

In view of the above, it is

ORDERED that the Joint Motion to Terminate in each of the above-listed proceedings (IPR2024-00135, Paper 23; IPR2024-00137, Paper 28) is *granted*, and IPR2024-00135 and IPR2024-00137 are *terminated* with respect to Petitioners 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 to File Settlement Agreement as Business Confidential Information Pursuant to 35 U.S.C. § 317(b) in each of the above-listed proceedings (IPR2024-00135, Paper 24; IPR2024-00137, Paper 29) is *granted*, and the Settlement Agreements shall be kept separate from the files of Patent 8,554,196 B2 and Patent 9,094,888 B2 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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