

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

AMAZON.COM, INC. and AMAZON.COM SERVICES LLC,
Petitioner,

v.

NOKIA TECHNOLOGIES OY,
Patent Owner.

IPR2024-00626, IPR2024-00627¹
Patent 11,805,267 B2

Before GREGG I. ANDERSON, STEVEN M. AMUNDSON, and
JASON M. REPKO, *Administrative Patent Judges*.

REPKO, *Administrative Patent Judge*.

TERMINATION

Due to Settlement After Institution of Trial
Granting Joint Motions to Terminate Proceeding
Granting in Part Joint Requests to Treat Settlement Agreement as
Business Confidential Information
35 U.S.C. § 317; 37 C.F.R. § 42.74

¹ This Order is being entered in IPR2024-00626 and IPR2024-00627
because it addresses issues common to both proceedings.

I. DISCUSSION

With our authorization, Petitioner and Patent Owner filed the following in each proceeding: (1) a Joint Motion to Terminate Proceeding (Paper 29, “Mot.”)², (2) a written settlement agreement (Ex. 2021), (3) a patent agreement, along with its exhibits, that is referenced in the settlement agreement (Ex. 2022),³ and (4) a Joint Request to Treat Settlement Agreement and Patent Agreement as Business Confidential Information (Paper 30). The Joint Motions indicate that the parties have settled the dispute in these proceedings and that the parties jointly move to terminate each proceeding. Mot. 3. The Joint Motions state that the parties have filed the true and correct copy of their confidential written settlement agreement, and the Joint Motions state that there are no other agreements between the parties made in connection with, or in contemplation of, termination of these proceedings. *Id.*

Generally, the Board expects that a proceeding will terminate with respect to a petitioner after the filing of a settlement agreement. *See* 35 U.S.C. § 317(a) (“An 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.”); 37 C.F.R. § 42.72 (“The Board may terminate a trial without rendering a final written decision, where appropriate, including . . . pursuant to a joint request under

² The parties filed similar papers and exhibits in both cases. *Compare* IPR2024-00626, Papers 29, 30, *with* IPR2024-00627, Papers 31, 32. For brevity, we refer to the papers in IPR2024-00626 unless otherwise noted.

³ The settlement agreement and patent agreement were filed as Exhibits 2021 and 2022 in both proceedings.

35 U.S.C. 317(a)”); *see also* Patent Trial and Appeal Board Consolidated Trial Practice Guide at 86 (Nov. 2019)⁴ (“The 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.” (citing 35 U.S.C. §§ 317(a), 327)). Here, the merits of the proceedings have not yet been decided, and we are persuaded that, under the circumstances, termination of these proceedings is appropriate. Thus, we grant the Joint Motions.

Also, we are persuaded that the parties’ settlement agreements contain business confidential information that warrants keeping the settlement agreements separate from the patent file. Thus, we grant the part of the Joint Requests asking that Exhibits 2021 and 2022 be treated as business confidential information. *See* 35 U.S.C. § 317(b) (“At the request of a party to the proceeding, the agreement or understanding shall be treated as business confidential information, shall be kept separate from the file of the involved patents, and shall be made available only to Federal Government agencies on written request, or to any person on a showing of good cause.”); *see also* 37 C.F.R. § 42.74(c) (same).

“Both parties also respectfully request that the Board inform [them] if anyone seeks production of the agreement and afford the parties an opportunity to address whether such request is supported by good cause.” Joint Request 4. But the statute does not provide for any such notification or opportunity to respond. *See* 35 U.S.C. § 317(b). Nor does the regulation. *See* 37 C.F.R. § 42.74(c). We see no persuasive reason or special circumstance

⁴ *Available at* <https://www.uspto.gov/TrialPracticeGuideConsolidated>.

here that would justify issuing an order that imposes this additional requirement. Thus, we deny that part of the Joint Requests.

II. ORDER

It is

ORDERED that the Joint Motions to Terminate Proceeding (IPR2024-00626, Paper 29; IPR2024-00627, Paper 31) are *granted*;

FURTHER ORDERED that the Joint Requests to Treat Settlement Agreement and Patent Agreement as Business Confidential Information (IPR2024-00626, Paper 30; IPR2024-00627, Paper 32) are *granted in part* as described above; and

FURTHER ORDERED that the settlement and patent agreements (IPR2024-00626, Exs. 2021, 2022; IPR2024-00627, Exs. 2021, 2022) be treated as business confidential information, kept separate from the file of the above-referenced patent, and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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