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Paper 28
Entered: July 14, 2025

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

VUSIONGROUP SA,
Petitioner,

v.

HANSHOW TECHNOLOGY CO. LTD.,
Patent Owner.

IPR2024-00857 (Patent 11,540,216 B2)
IPR2024-00963 (Patent 10,701,321 B2)[1]

Before TERRENCE W. McMILLIN, GARTH D. BAER, and MARY C. HOFFMAN, *Administrative Patent Judges*.

HOFFMAN, *Administrative Patent Judge*.

ORDER
Termination Due to Settlement After Institution of Trial
35 U.S.C. § 317; 37 C.F.R. § 42.74
Granting-In-Part and *Denying-In-Part* Joint Request to Treat Memorandum of Understanding as Business Confidential Information;
Granting-In-Part and *Denying-In-Part* Joint Request to Treat Final Settlement Agreement as Business Confidential Information
37 C.F.R. § 42.74(c)

[1] For convenience, the Board addresses the termination of both proceedings in a single order. The parties may not use such a heading without prior approval from the Board.

I. INTRODUCTION

With the Board's authorization, Petitioner and Patent Owner (collectively referred to as "the parties") filed Joint Motions to Terminate the above-identified proceedings due to settlement. Paper 24 ("Joint Motion").[2] In support of the Joint Motion and pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), the parties filed a Memorandum of Understanding (Ex. 1024 ("MOU")), Joint Requests to Treat Memorandum of Understanding as Business Confidential Information (Paper 25 ("First Joint Request")), a final Confidential Settlement Agreement (Ex. 1025 ("Settlement Agreement")), and Joint Requests to Treat Final Settlement Agreement as Business Confidential Information (Paper 27 ("Second Joint Request")).

II. DISCUSSION

In the Joint Motion, the parties represent that they have reached "an agreement (the 'Memorandum of Understanding') to resolve their disputes" and that the filed copy of the Memorandum of Understanding is a true copy. Joint Motion 2–3. The parties further represent that they have reached a settlement as to all disputes in the above-identified proceedings and as to U.S. Patent No. 11,540,216 and U.S. Patent No. 10,701,321. *Id.* at 3.

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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[2] For purposes of expediency, we refer to papers and exhibits filed in IPR2024-00857. The parties submitted similar papers and exhibits in IPR2024-00963 (Papers 23, 24, 26, Exs. 1032, 1033).

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 trials in IPR2024-00857 and IPR2024-00963 on November 21, 2024, and December 11, 2024, respectively. IPR2024-00857, Paper 7; IPR2024-00963, Paper 8. We have not yet decided the merits nor entered final written decisions in these proceedings. Notwithstanding that the proceedings have moved beyond the preliminary stage, the parties have shown adequately that termination of these proceedings is appropriate. Furthermore, there are strong public policy reasons to favor settlement between the parties to a proceeding. *Patent Trial and Appeal Board Consolidated Trial Practice Guide*, 84 Fed. Reg. 64,280 (Nov. 21, 2019). Under these circumstances, we determine that good cause exists to terminate these proceedings with respect to the parties.

We also determine that the MOU and Settlement Agreement contain confidential business information regarding the terms of settlement, and therefore determine that good cause exists to treat the MOU and Settlement Agreement as business confidential information and keep these documents separate from the files of U.S. Patent Nos. 11,540,216 and 10,701,321 pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

In the First Joint Request, the parties further request that "the Board inform [Petitioner and Patent Owner] if anyone seeks production of the Memorandum of Understanding and afford [Petitioner and Patent Owner] an opportunity to address whether good cause supports such request." First Joint Request 3. The parties make a similar request in the Second Joint Request. Second Joint Request 2. The panel declines to prescribe actions to be taken by the Office post-termination absent specific statutory and/or

regulatory authority to take such action. The statute and regulations do not provide for any such notification and opportunity to respond. *See* 35 U.S.C. § 317(b); 37 C.F.R. § 42.74(c). Nor do the parties direct our attention to any legal authority for us, at this time, to bind the USPTO or other parts of the federal government to any such procedures at a future time when these cases have been terminated. *See generally* First Joint Request; Second Joint Request. Accordingly, we deny this aspect of the parties' First and Second Joint Requests.

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 (IPR2024-00857, Paper 24; IPR2024-00963, Paper 23) are *granted*, and IPR2024-00857 and IPR2024-00963 are *terminated* with respect to the parties pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the First Joint Requests (IPR2024-00857, Paper 25; IPR2024-00963, Paper 24) to Treat Memorandum of Understanding (IPR2024-00857, Ex. 1024; IPR2024-00963, Ex. 1032) as Business Confidential Information, and the Second Joint Requests (IPR2024-00857, Paper 27; IPR2024-00963, Paper 26) to Treat Final Settlement Agreement (IPR2024-00857, Ex. 1025; IPR2024-00963, Ex. 1033) as Business Confidential Information are:

granted to the extent that the MOU (IPR2024-00857, Ex. 1024; IPR2024-00963, Ex. 1032) and Settlement Agreement (IPR2024-00857, Ex. 1025; IPR2024-00963, Ex. 1033) shall be treated as business

confidential information, shall be kept separate from the files of the involved patents (U.S. Patent No. 11,540,216 and U.S. Patent No. 10,701,321), and shall be made available only to Federal Government agencies on written request, or to any person on a showing of good cause on written request, pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c); and

denied to the extent that we do not order any particular procedure for accessing the MOU and Settlement Agreement beyond those provided in 35 U.S.C. § 317(b), 37 C.F.R. § 42.74(c), or any applicable authority at the time a request for access is made.

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