

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.

IPR2024-00920
Patent 8,077,991 B2

Before SCOTT B. HOWARD, STEVEN M. AMUNDSON, and
JASON M. REPKO, *Administrative Patent Judges*.

HOWARD, *Administrative Patent Judge*.

ORDER
*Dismissing Motion to Terminate and
Granting in Part Request to Treat Settlement Agreement as
Business Confidential Information
35 U.S.C. § 317; 37 C.F.R. § 42.74*

I. INTRODUCTION

On April 1, 2025, Petitioner and Patent Owner (collectively “the Parties”) filed a Joint Motion to Terminate Proceeding (“Motion”) in the above-identified proceeding. Paper 13. The Parties received authorization for the Motion via email on March 31, 2025. Motion 2. The Parties also filed a copy of a settlement agreement (Ex. 2006, “Settlement Agreement”), a copy of a patent agreement (Ex. 2007, “Patent Agreement”), and a Joint Request to Treat Settlement Agreement and Patent Agreement as Business Confidential Information (Paper 14, “Request”) in the proceeding.

II. DISCUSSION

We denied institution of *inter partes* review. Paper 10. Petitioner requested Director Review of the decision to deny institution. Paper 11. Patent Owner responded to Petitioner’s request for Director Review. Paper 12. Subsequently, the parties filed the Motion and Request and notified the Board that the request for Director Review was moot in view of their settlement and the Motion. Ex. 3101. In response to the Motion, the Director dismissed Petitioner’s request for Director Review as moot. Paper 15.

Because institution of *inter partes* review has been denied and Petitioner’s request for Director Review has been dismissed, there is no longer a proceeding to terminate. As a result, we dismiss the Motion as moot.

The Parties also request that the Settlement Agreement and Patent Agreement be treated as business confidential information and be kept separate from the file of Patent 8,077,991. Request 2–3. After reviewing the Agreements, we find that the Agreements contain confidential business

information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreement and Patent Agreement as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c) and therefore grant this portion of the Request.

However, we deny the portion of the Request asking that the Parties be informed “if anyone seeks production of the agreement and afford the parties an opportunity to address whether such request is supported by good cause.” Request 4. Neither the statute nor the rule provides such a requirement. *See* 35 U.S.C. § 317; 37 C.F.R. § 42.74.

III. ORDER

Accordingly, for the reasons discussed above, it is:

ORDERED that the Motion is *dismissed* as moot; and

FURTHER ORDERED that the Request is *granted in part* as described above, and the Settlement Agreement and Patent Agreement shall be kept separate from the file of Patent 8,077,991 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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