

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

PASCAL TECHNOLOGIES,

Petitioner

v.

CAMBRIDGE ENTERPRISE LIMITED, UNIVERSITAT DE BARCELONA,

AND UNIVERSITAT POLITÈCNICA DE CATALUNYA,

Patent Owner

IPR2024-01235
Patent 11,230,656 B2

**JOINT MOTION TO TERMINATE PURSUANT TO
35 U.S.C. § 317 AND 37 C.F.R. § 42.72**

I. Introduction

On June 30, 2025 the Board authorized Petitioner Pascal Technologies (“Petitioner”) and Patent Owner Cambridge Enterprise Limited, Universitat De Barcelona, and Universitat Politècnica De Catalunya, and exclusive licensee Barocal Ltd. (collectively “Patent Owner”) (collectively “the Parties”) to file the following documents in IPR2024-01235: (i) a Joint Motion to Terminate IPR2024-01235, (ii) a copy of the Settlement Agreement as Exhibit 1026, and (iii) a Joint Request that the Settlement Agreement be treated as Business Confidential Information. Thus, the Parties are jointly requesting termination of this case, IPR2024-01235.

II. Argument

The Parties settled their dispute with respect to the patent at issue. Because the Board has not issued a final written decision and because the Parties are jointly making this motion, termination of this IPR review is appropriate under 35 U.S.C. § 317(a). *See also 2985 LLC d/b/a Mountain Voyage Co., v. The Ridge Wallet, LLC*, IPR2024-00692, Paper No. 29 at 2 (March 7, 2025) (granting a joint motion to terminate after institution and stating “even though this proceeding has moved beyond the preliminary stage, we have not yet decided the merits”); *Applied Concepts Inc., v. Kustom Signals Inc.*, IPR2024-00829 and IPR2024-00884, Paper No. 22 at 3 (April 21, 2025) (granting a joint motion to terminate after institution because the Board had not decided the merits of the proceedings and final written

decisions had not been entered). A joint motion to terminate generally must “(1) include a brief explanation as to why termination is appropriate; (2) identify all parties in any related litigation involving the patents at issue; (3) identify any related proceedings currently before the Office; and (4) discuss specifically the current status of each such related litigation or proceeding with respect to each party to the litigation or proceeding.” *Heartland Tanning, Inc. v. Sunless, Inc.*, IPR2014-00018, Paper 26 at 2 (P.T.A.B. July 28, 2014).

1. Brief Explanation as to Why Termination is Appropriate

Termination of this *inter partes* review is appropriate because the Parties have resolved their dispute as to the Challenged Patent and have reached an agreement to, among other things, terminate this *inter partes* review. Ex. 1026 (Settlement Agreement).

Pursuant to 37 C.F.R. § 42.74(b), the Parties acknowledge that, as of the filing of this Motion, the Settlement Agreement represents the entire agreement or understanding between the Parties made in connection with, or in contemplation of, the termination of this proceeding, and further, that the Settlement Agreement is a true and accurate copy of the agreement between the Parties that resolves the present proceeding. The Parties certify that there are no other written or oral agreements or understandings, including any collateral agreements, between them, including but not limited to licenses, covenants not to sue, confidentiality agreements, payment

agreements, or other agreements of any kind that have been made in connection with or in contemplation of the termination of the instant proceeding.

The Parties agree that neither Patent Owner nor Petitioner will be prejudiced by termination of this proceeding. The Parties “may terminate the proceeding . . . , unless the Board has already decided the merits of the proceeding.” Patent Trial and Appeal Board Consolidated Trial Practice Guide at 4 (Nov. 2019). Patent Owner has not filed its Patent Owner Response, and the Board has yet to decide the merits of this proceeding. The Parties have now settled their dispute and have reached agreement to terminate this proceeding. *See Oracle Corp. v. Cmty. United IP, LLC*, CBM2013-00015, Paper 13 at 2 (P.T.A.B. July 25, 2013) (“Generally, the Board expects that a proceeding will terminate after the filing of a settlement agreement.”)

Public policy favors terminating this proceeding. Congress and federal courts have expressed a strong interest in encouraging settlement in litigation. *See Delta Air Lines, Inc. v. August*, 450 U.S. 346, 352 (1981) (“The purpose of [Fed. R. Civ. P.] 68 is to encourage the settlement of litigation.”); *Bergh v. Dep’t of Transp.*, 794 F.2d 1575, 1577 (Fed. Cir. 1986) (“The law favors settlement of cases.”), *cert. denied*, 479 U.S. 950 (1986). The Federal Circuit places a particularly strong emphasis on settlement. *See Cheyenne River Sioux Tribe v. United States*, 806 F.2d 1046, 1050 (Fed. Cir. 1986) (noting that the law favors settlement to mitigate antagonism and hostility between parties). And the Board’s Trial Practice Guide

stresses that “[t]here are strong public policy reasons to favor settlement between the parties to a proceeding.” Patent Trial and Appeal Board Consolidated Trial Practice Guide, at 86 (Nov. 2019).

Terminating this IPR promotes the legislative goal of establishing a more efficient and streamlined patent system that, *inter alia*, limits unnecessary and counterproductive litigation costs. *See* “Changes to Implement Inter Partes Review Proceedings, Post-Grant Review Proceedings, and Transitional Program for Covered Joint Motion to Terminate Business Method Patents,” Final Rule, 77 Fed. Reg., no. 157, p. 48680 (August 14, 2012). Moreover, terminating post-grant proceedings, such as this IPR, upon settlement fosters an environment that promotes settlements, thereby creating a timely, cost-effective alternative to litigation. A decision to continue the present IPR would therefore be contrary to the goal of speedy dispute resolution.

2. Identification of Parties and Status of Litigation

The Challenged Patent is not involved in any other pending litigation and no future litigation or proceeding involving the Challenged Patent is currently contemplated.

3. Identification and Status of Proceedings Before the USPTO

This IPR is the only proceeding before the USPTO involving the Challenged Patent. The Parties have now resolved their dispute and reached agreement to

terminate this proceeding. The USPTO can conserve its resources by terminating now, removing the need for the Board to further consider the arguments and to render an Institution Decision.

III. Request to Treat Settlement Agreement as Business Confidential Information

The Parties' settlement agreement has been made in writing, and a true and correct copy is being filed concurrently herewith as Exhibit 1026 pursuant to 35 U.S.C. § 317(b). The settlement agreement is being filed along with the Parties' joint request that the settlement agreement be treated as business confidential information and be kept separate from the file of the involved patent. An updated Exhibit List is also being filed.

IV. Conclusion

For at least these reasons, the Parties respectfully request termination of IPR2024-01235.

Respectfully submitted,

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Dated: June 30, 2025

CERTIFICATE OF SERVICE

The undersigned hereby certifies on this 30th day of June, 2025, the **JOINT MOTION TO TERMINATE INTER PARTES UNDER 35 U.S.C. § 317 AND 37 C.F.R. § 42.72** was served by email to:

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Dated: June 30, 2025

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