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Paper 11
Date: March 14, 2025

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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SILICON MOTION INC.,
Petitioner,

v.

K.MIZRA,
Patent Owner.

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IPR2024-01240
Patent 9,160,466 B2

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Before MITCHELL G. WEATHERLY, MICHELLE N. WORMMEESTER, and AARON W. MOORE, *Administrative Patent Judges*.

WORMMEESTER, *Administrative Patent Judge*.

TERMINATION
Due to Settlement After Institution of Trial
*35 U.S.C. § 317; 37 C.F.R. § 42.74*

## I. INTRODUCTION

The parties filed a joint motion to terminate the above-identified proceeding pursuant to a settlement agreement. Paper 9 ("Joint Motion to Terminate"). The parties also filed a copy of their settlement agreement made in connection with the termination of the proceedings. Ex. 1011 ("Settlement Agreement"). In a concurrently filed paper, the parties jointly request their Settlement Agreement to be treated as business confidential and to be kept separate from the file of the involved patent under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). Paper 10 ("Joint Request"). We authorized the filing of these papers and exhibit in an e-mail dated March 6, 2025. Ex. 3001.

## II. DISCUSSION

The Board has not decided the merits of the above-identified proceeding. The parties represent that they "have resolved their dispute as to the challenged patent." Paper 9, 3. The parties also represent that Exhibit 1011 "represents the entire agreement or understanding between the Parties made in connection with, or in contemplation of, the termination of this proceeding," and that "the Settlement Agreement is a true and accurate copy of the agreement between the Parties that resolves the present proceeding." *Id.* The parties further represent that "there are no other written or oral agreements or understandings, including any collateral agreements, between them . . . that have been made in connection with or in contemplation of the termination of the instant proceeding." *Id.* In view of the foregoing, we determine that it is appropriate to dismiss the Petition and

terminate the proceeding without rendering a final written decision. *See* 35 U.S.C. § 317(a).

Further, after reviewing the parties' Settlement Agreement, we find that the Settlement Agreement contains confidential business information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreement as business confidential information and to keep it separate from the file of the above-identified patent pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

This Termination does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

## III. ORDER

Accordingly, it is:

ORDERED that the Joint Motion to Terminate (Paper 9) in the above-identified proceeding is *granted*, and that the proceeding is *terminated*; and

FURTHER ORDERED that the Joint Request (Paper 10) in the above-identified proceeding is *granted*, and that the Settlement Agreement (Exhibit 1011) shall be treated as business confidential information, kept separate from the file of the above-identified patent, 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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