

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

HARMAN INTERNATIONAL INDUSTRIES, INC.,
Petitioner

v.

ST CASESTECH, LLC,
Patent Owner.

IPR2024-01299 (Patent 8,319,620 B2)
IPR2024-01300 (Patent 11,589,329 B1)
IPR2024-01301 (Patent 8,805,692 B2)
IPR2024-01302 (Patent 8,150,044 B2)
IPR2024-01303 (Patent 11,521,632 B2)¹

Before AARON W. MOORE, MICHAEL T. CYGAN, and
SCOTT RAEVSKY, *Administrative Patent Judges*.

MOORE, *Administrative Patent Judge*.

ORDER

- (1) Settlement Prior to Institution of Trial*
- (2) Granting-in-part and Denying-in-part Joint Request to Treat Settlement Agreement as Business Confidential Information*
- (3) Granting Patent Owner's Motion to Withdraw and Substitute*
37 C.F.R. § 42.74; 37 C.F.R. § 42.74

¹ The parties are not permitted to use this caption.

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With our authorization, Petitioner Harman International Industries, Inc. (“Petitioner”) and Patent Owner ST CasesTech, LLC (“Patent Owner”) filed joint motions to terminate these proceedings (“Joint Motions to Terminate”) and joint requests to treat their Settlement Agreement as business confidential information (“Joint Confidentiality Requests”). *See, e.g.*, IPR2024-01299, Paper 7, 8.² In addition, Patent Owner filed unopposed motions to withdraw and substitute counsel (“Motions to Withdraw and Substitute”). *See, e.g.*, IPR2024-01299, Paper 6.

The parties represent that they “have reached agreement . . . to resolve their disputes,” that the Settlement Agreement³ is a “true and correct copy” of the agreement, and that “[t]here are no other agreements, written or oral, between or among the parties made in connection with, or in contemplation of, the dismissal of the proceeding[s].” IPR2024-01299, Paper 7, 1–2.

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.” The Board has not yet decided the merits of this proceeding. Thus, we terminate this proceeding.

² We refer to the papers filed in IPR2024-01299. Corresponding papers were filed in each proceeding.

³ The Settlement Agreement is Exhibit 1025 in IPR2024-01299, Exhibit 1020 in IPR2024-01300, Exhibit 1021 in IPR2024-01301, Exhibit 1016 in IPR2024-01302, and Exhibit 1026 in IPR2024-01303.

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After reviewing the Settlement Agreement, we find that it contains confidential business information regarding the terms of settlement, and we determine that good cause exists to treat the settlement agreement as business confidential information. However, the parties also request that “they be notified if and when the Board receives and/or considers a request for access to the settlement agreement, and be offered an opportunity to respond to any such request.” That request is denied. Under 35 U.S.C. § 317(b), settlement agreements “shall be made available only to Federal Government agencies on written request, or to any person on a showing of good cause.” The provision under 37 C.F.R. § 42.74(c) reads similarly. Here, the Parties are essentially asking the Board to include additional requirements to those provisions. As we find this aspect of the request inappropriate, the Joint Confidentiality Requests are denied-in-part.

There being no opposition to the Motions to Withdraw and Substitute, those motions are granted.

Accordingly, it is

ORDERED that the Joint Motions to Terminate are granted and that these proceedings are terminated;

FURTHER ORDERED that Exhibit 1025 in IPR2024-01299, Exhibit 1020 in IPR2024-01300, Exhibit 1021 in IPR2024-01301, Exhibit 1016 in IPR2024-01302, and Exhibit 1026 in IPR2024-01303 be treated as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c) and be available only to the Board in the P-TACTS system; and

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FURTHER ORDERED that the Motions to Withdraw and Substitute
are granted.

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