

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG ELECTRONICS CO., LTD.,
Petitioner,

v.

SIONYX, LLC,
Patent Owner.

IPR2024-01431
Patent 11,069,737 B2

Before GEORGIANNA W. BRADEN, MONICA S. ULLAGADDI, and
BRIAN D. RANGE, *Administrative Patent Judges*.

RANGE, *Administrative Patent Judge*.

TERMINATION
Termination Due to Settlement
35 U.S.C. § 317; 37 C.F.R. § 42.74

I. INTRODUCTION

With the Board’s authorization (Ex. 3003), Samsung Electronics Co., Ltd. (“Petitioner”) and SiOnyx, LLC (“Patent Owner”) (collectively “the Parties”) filed a joint motion to terminate this case based on an agreement the Parties reached concerning settlement. Paper 24 (“the Joint Motion”). Along with the Joint Motion, the Parties filed their confidential settlement agreement (Ex. 1034, “Settlement Agreement”)¹ and jointly requested that the Settlement Agreement be treated as business confidential information and kept separate from the file in each of these proceedings *See Joint Motion*, 3. For the reasons that follow, the Joint Motion and request are granted.

II. DISCUSSION

In the Joint Motion, the Parties represent that the Settlement Agreement “settled their dispute” involving the patent at issue in the above captioned proceeding. *Joint Motion* 2. The Parties also represent that they have filed a true and accurate copy of the Settlement Agreement and that “there are no other agreements or understandings between the parties, including any collateral agreements, made in connection with, or in contemplation of, the termination of this proceeding.” *Id.* at 2–3. Accordingly, the Parties jointly request termination of the above-captioned proceedings. *Id.* at 3.

The Board generally expects that a case “will terminate after the filing of a settlement agreement, unless the Board has already decided the merits

¹ The document is titled a “Release Agreement,” but we refer to it as a settlement agreement because it results in settlement of the present dispute.

of the proceeding.” Consolidated Trial Practice Guide, 86 (Nov. 2019)²; see 35 U.S.C. § 317(a); 37 C.F.R. § 42.72. Here, the Board has not decided the merits of these proceedings. Under these circumstances, we determine it is appropriate to terminate the proceedings.

In the Joint Motion, the Parties request that the Settlement Agreement be treated as business confidential information and kept separate from the files of the patents at issue in the proceedings. Joint Motion 3–4. After reviewing the Settlement Agreement, we find that it contains confidential business information regarding the terms of settlement. Thus, good cause exists to treat the Settlement Agreement as business confidential information pursuant to 37 C.F.R. § 42.74(c). Therefore, the Parties’ request is granted.

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 Motion is granted;

ORDERED that this proceeding is terminated;

ORDERED that the Settlement Agreement (Ex. 1034) is business confidential and is to be kept separate from the files of U.S. Patent No. 11,069,737 B2 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).

² Available at <https://www.uspto.gov/TrialPracticeGuideConsolidated>.

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