

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

LIBERTY MUTUAL INSURANCE COMPANY, LIBERTY MUTUAL
TECHNOLOGY GROUP, INC., LIBERTY MUTUAL HOLDING
COMPANY INC., LIBERTY MUTUAL GROUP INC., LIBERTY
MUTUAL PLANO LLC, COMPARION INSURANCE AGENCY, LLC,
IRONSHORE HOLDINGS (U.S.), INC., and COMERICA
INCORPORATED
Petitioners,

v.

INTELLECTUAL VENTURES II LLC,
Patent Owner.

IPR2025-00200 (Patent 8,407,722 B2)
IPR2025-00201 (Patent 7,949,785 B2)
IPR2025-00202 (Patent 8,332,844 B1)¹

Before JASON W. MELVIN, FREDERICK C. LANEY, and
RUSSELL E. CASS, *Administrative Patent Judges*.

MELVIN, *Administrative Patent Judge*.

DECISION
Settlement Prior to Institution of Trial
37 C.F.R. § 42.74

¹ Because this Order addresses issues common to both proceedings, we issue one Order to be entered in each proceeding. The parties are not authorized to use this caption.

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BACKGROUND

On November 20, 2024, Liberty Mutual Insurance Company, Liberty Mutual Technology Group, Inc., Liberty Mutual Holding Company Inc., Liberty Mutual Group Inc., Liberty Mutual Plano LLC, Comparion Insurance Agency, LLC, Ironshore Holdings (U.S.) Inc., and Comerica Incorporated (“Comerica”) (collectively, “Petitioners”) filed a petition in each of these proceedings. Paper 3.² Patent Owner, Intellectual Ventures II LLC, did not file a preliminary response in any of these proceedings. The Board has not issued decisions on institution in any of these proceedings.

With the Board’s prior authorization via email, the parties filed four documents in each proceeding: (1) a joint motion to terminate proceeding (Paper 8 (collectively, the “motions” or “Mot.”)); (2) a joint request to treat resolution documents as business confidential information (Paper 7 (collectively, the “requests” or “Req.”))³; (3) and (4) a true copy of the settlement agreements (referred to by the parties as “resolution documents”) made in connection with the termination of these proceedings (Exs. 2001 and 2002 (collectively, “Settlement Agreements” or the “Agreements”)). Upon consideration of the arguments presented and for the reasons below, we *grant* the motions, *grant* the requests, and *terminate* these proceedings.

² Unless otherwise noted, Paper and Exhibit numbers herein refer to IPR2025-00200. Similar papers and exhibits were filed in IPR2025-00201 and IPR2025-00202.

³ Because each of the motions and requests in these proceedings are substantively the same, we cite to them collectively, as “Mot.” and “Req.”

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DISCUSSION

A. Joint Motions to Terminate

Under the applicable regulations, the parties may agree to settle any issue in a proceeding. 37 C.F.R. § 42.74(a) (2024). In addition, “[a]ny agreement or understanding between the parties made in connection with, or in contemplation of, the termination of a proceeding shall be in writing and a true copy shall be filed with the Board before the termination of the trial.” 37 C.F.R. § 42.74(b).

The parties state that they have settled their disputes and have reached a written agreement that resolves the disputes in this proceeding as well as the disputes in all other matters between the parties relating to the patents involved in these proceedings. Mot. 1–3; *see* 35 U.S.C. § 317(b) (requiring that “[a]ny agreement or understanding between the patent owner and a petitioner . . . made in connection with, or in contemplation of, the termination of an *inter partes* review . . . shall be in writing”).

Because the parties have satisfied the requirements to terminate the proceedings based on settlement, we *grant* the motions and *terminate* these proceedings.

B. Joint Requests to Treat Settlement Agreements as Business Confidential Information

The parties request that the Agreements (1) be treated “as business confidential information” and (2) “be kept separate from the file[s] of the subject patent[s].” Req. 1. After reviewing the Agreements between Petitioners and Patent Owner, we find that the Agreements contain confidential business information regarding the terms of settlement. We thus treat the Agreements as business confidential information pursuant to

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35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), to be kept separate from the files of the involved patents.

The Parties additionally request that “the Board order that in the event a person or entity makes a written request, as stated in 37 C.F.R.

§ 42.74(c)(1)-(2), for access to the Resolution Document[s], that any such written request be served upon the parties on the day the written request is provided to the Board.” Req. 2. We have no such procedure for serving parties in response to requests to access business confidential information, and, further, our regulations do not require us to do so. Therefore, we decline to issue an order regarding service upon receiving access requests for the Agreements.

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

ORDER

Accordingly, it is hereby:

ORDERED that the joint motions are *granted*, the petitions in IPR2025-00200, IPR2025-00201, and IPR2025-00202 are dismissed, and these proceedings are *terminated* with respect to all parties;

FURTHER ORDERED that the joint requests to treat the Settlement Agreements (Exs. 2001 and 2002) as business confidential information are *granted*; and

FURTHER ORDERED that the Settlement Agreements (Exs. 2001 and 2002) (1) shall be treated as business confidential information; (2) shall be kept separate from the files of U.S. Patent No. 8,407,722 B2, U.S. Patent

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No. 7,949,785 B2, and U.S. Patent 8,332,844 B1; and (3) shall be made available only to Federal Government agencies on written request to the Board, or to any person on a showing of good cause.

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