

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

KOKI HOLDINGS AMERICA LTD.,
Petitioner,

v.

KYOCERA SENCO INDUSTRIAL TOOLS, INC.,
Patent Owner.

IPR2025-00261, IPR2025-00262, IPR2025-00263, IPR2025-00264
Patents 11,034,007 B2; 10,478,954 B2; 11,241,776 B2; 11,845,167 B2

Before BARRY L. GROSSMAN, MITCHELL G. WEATHERLY, and
SCOTT C. MOORE, *Administrative Patent Judges*.

WEATHERLY, *Administrative Patent Judge*.

TERMINATION

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

The parties have requested that these proceedings be terminated pursuant to a settlement. On October 28, 2025, we authorized the parties via e-mail to file a joint request to terminate these proceedings and to file their settlement agreement as business confidential information under 37 C.F.R.

§ 42.74(c). Ex. 1102. The parties filed their joint motions on October 29, 2025. Paper 15.¹

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.” We instituted trial in these proceedings on June 11, 2025. Paper 10. The parties indicate that they have agreed to resolve all disputes between them related to the challenged patents that are pending before the Office and the District Court in the related litigation. Paper 15, 2. Final written decisions are not due in these proceedings until June 2026. Under these circumstances, we determine that it is appropriate to terminate the proceedings.

With each joint motion to terminate, the parties also filed a joint request to keep their written settlement agreement confidential along with a copy of that settlement agreement. Paper 16 (filed concurrently with Ex. 1101 (“Settlement Agreement”)). The parties represent that the filed copy of the Settlement Agreement is a true and complete copy reflecting their agreement that settles the dispute relating to the challenged patents. Paper 16, 2. We find that the Settlement Agreement contains confidential business information regarding the terms of settlement. Accordingly, we determine that good cause exists to treat the Settlement Agreement as business confidential information pursuant to 37 C.F.R. § 42.74(c).

¹ The parties filed papers in all proceedings bearing the same Paper number or Exhibit number unless otherwise noted.

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Accordingly, it is:

ORDERED that the Joint Motion to Terminate (Paper 15) is *granted* and IPR2025-00261, IPR2025-00262, IPR2025-00263, IPR2025-00264 are *terminated* with respect to all parties pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72;

FURTHER ORDERED that the Joint Request to Treat Settlement Agreement as Business Confidential Information under 37 C.F.R. § 42.74(c) (Paper 16) is *granted*; and

FURTHER ORDERED that the Settlement Agreement (Ex. 1101) shall be treated as business confidential information and kept separate from the file of U.S. Patent Nos. 11,034,007 B2; 10,478,954 B2; 11,241,776 B2; 11,845,167 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).

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