Trials@uspto.gov
571-272-7822

Paper 12
Date: August 11, 2025

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG ELECTRONICS CO., LTD. AND
SAMSUNG ELECTRONICS AMERICA, INC.,
Petitioner

v.

SINOTECHNIX LLC,
Patent Owner.

IPR2025-00332 (Patent 7,951,626 B2)
IPR2023-00334 (Patent 9,412,913 B2)[1]

Before KEVIN W. CHERRY, SHEILA F. McSHANE, and MARY C. HOFFMAN, *Administrative Patent Judges*.

McSHANE, *Administrative Patent Judge*.

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

[1] This Order addresses issues that are the same in both proceedings.

With the Board's authorization, Petitioner and Patent Owner filed, in each of the captioned proceedings, a Joint Motion to Terminate and Treat the Settlement and License Agreement as Business Confidential Information. Paper 11.[2] The parties also filed the confidential settlement and license agreement in the respective cases (IPR2025-00332, Ex. 1026; IPR2025-00334, Ex. 1018).

The parties represent that they have settled their disputes regarding the patents at issue and have filed true copies of their agreement in its entirety. Paper 11, 3–5. The parties also represent that there are no other agreements between them made in connection with or in contemplation of the termination of these proceedings. *Id.* at 5. The parties also request that the settlement agreement be treated as business confidential information and kept separate from the publicly available files of the patents at issue. *Id*. at 5–6.

The parties assert that these proceedings should be terminated because (1) trial has not been instituted; (2) the Board has not decided the merits; (3) the parties have settled their dispute; and (4) the parties jointly request termination. Paper 11, 3–5. We agree that termination is appropriate for all those reasons. *See* Consolidated Trial Practice Guide, 86 (Nov. 2019) ("The Board expects that a proceeding will terminate after the filing of a settlement agreement, unless the Board has already decided the merits of the proceeding.").[3]

---

[2] Similar motions were filed in both proceedings. *See* IPR2025-00332, Paper 11 (Joint Motion to Terminate the Proceeding and Joint Request to Treat the Settlement and License Agreement as Business Confidential Information); IPR2025-00334, Paper 11 (Joint Motion to Terminate the Proceeding and Joint Request to Treat the Settlement and License Agreement as Business Confidential Information). Citations in this order are to the papers in IPR2025-00332.

[3] *Available at* https://www.uspto.gov/TrialPracticeGuideConsolidated.

We also agree that the agreement filed in each proceeding contains confidential information under the Board's rules. IPR2025-00332, Ex. 1026; IPR2025-00334, Ex. 1018. Accordingly, the agreement should be treated as business confidential information under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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

ORDER

It is

ORDERED that the parties' Joint Motions to Terminate the Proceedings (IPR2025-00332, Paper 11; IPR2025-00334, Paper 11) are *granted*;

FURTHER ORDERED that the parties' Joint Request to Treat the Settlement and License Agreement as Business Confidential Information (IPR2025-00332, Paper 11; IPR2025-00334, Paper 11) are *granted* and the parties' confidential agreement (IPR2025-00332, Ex. 1026; IPR2025-00334, Ex. 1018) shall be treated as business confidential information and be kept separate from the files of the challenged patents, and made available only under the provisions of 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c); and

FURTHER ORDERED that these proceedings are *terminated*.

PETITIONER:

Taeg Sang Cho
Yung-Hoon Ha
DESMARAIS LLP
yha@desmaraisllp.com
tcho@desmaraisllp.com

PATENT OWNER:

David DeZern
Brandon Moore
NELSON BUMGARDNER CONROY P.C.
brandon@nelbum.com
david@nelbum.com