

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG ELECTRONICS CO., LTD.,
Petitioner,

v.

ANONYMOUS MEDIA RESEARCH HOLDINGS, LLC,
Patent Owner.

IPR2025-00558
Patent 10,963,911 B2

Before BETH Z. SHAW, MICHAEL T. CYGAN, and
BRIAN P. MURPHY, *Administrative Patent Judges*.

MURPHY, *Administrative Patent Judge*.

DECISION
Termination Prior to Institution of Trial
35 U.S.C. § 317(a); 37 C.F.R. § 42.71(a)

I. INTRODUCTION

With Board authorization, Petitioner and Patent Owner (collectively referred to as “the parties”) filed a Joint Motion to Terminate the proceeding pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.71(a). Paper 8 (“Joint Termination Motion”); Ex. 3001 (email authorizing request to file motion to terminate).

II. DISCUSSION

The parties’ Joint Termination Motion states that termination is appropriate because

the Board has not yet issued any institution decision, Patent Owner has not yet filed any preliminary response, Petitioner has not yet filed any response to Patent Owner’s request for discretionary denial, and the parties have agreed that, in the interest of conserving party and Board resources, it is most prudent to terminate this proceeding.

Paper 8, 1. According to the parties, the termination “would serve the interests of judicial economy by conserving resources of the Board as well as the mutual interest of the parties.” *Id.* at 2 (citing 35 U.S.C. § 317(a)).

The parties also indicate “the ’911 patent will remain pending in the related district court action, *Anonymous Media Research Holdings LLC v. Samsung Electronics Co., Ltd., et al.*, No. 2:23-cv-00439 (E.D. Tex.)” *Id.* at 1–2.

The parties further represent that they have communicated via email pursuant to which “Petitioner has stipulated that it will not file another *inter partes* review petition challenging the validity of U.S. Patent No. 10,963,911.” *Id.* at 1; *see also* Ex. 3001 (joint email “including a stipulation by Petitioners that they will not file another IPR petition against the ’911 Patent”). Beyond the parties’ statement of mutual interest in conserving resources and Petitioner’s stipulation, the parties represent that

this request to terminate the proceeding is not associated with a corresponding settlement agreement, nor are there any other collateral agreements or understandings made in connection with, or in contemplation of, the termination of this proceeding (besides Petitioner's stipulation []).

Id. at 1 n.1. The parties' representation is in apparent recognition of 35 U.S.C. § 317(b):

Any agreement or understanding between the patent owner and a petitioner, including any collateral agreements referred to in such agreement or understanding, made in connection with, or in contemplation of, the termination of an inter partes review under this section shall be in writing and a true copy of such agreement or understanding shall be filed in the Office before the termination of the inter partes review as between the parties.

The statute requires that, if there are any such agreements, those agreements shall be in writing and a true copy filed with the Board. Given the pendency of the district court litigation in the Eastern District of Texas, Petitioner's stipulation, and the parties' joint and unconditional representation that there is no settlement agreement, nor any other collateral agreement in connection with the Joint Termination Motion, we determine the parties are in compliance with 35 U.S.C. § 317(b).

This proceeding is at an early stage. Patent Owner has not yet filed a Preliminary Response, the Director has not yet issued a decision on Patent Owner's request for discretionary denial, and the Board has not yet issued any decision on whether to institute a trial. 35 U.S.C. § 317(a) provides that "[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." Here the proceeding is in a

preliminary stage where the Board has not decided whether to institute *inter partes* review. We note that Board rules permit termination during the “Preliminary Proceeding” stage.¹ The Board “may take up petitions or motions for decisions in any order, may grant, deny, or dismiss any petition or motion, and may enter any appropriate order.” 37 C.F.R. § 42.71(a).

Therefore, based on the record before us, we *grant* the Joint Termination Motion, dismiss the Petition, and terminate the proceeding to promote administrative efficiency, conserve Board resources, and conserve the parties’ resources.

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

III. ORDER

Accordingly, it is

ORDERED that the Joint Termination Motion (Paper 8) is *granted*, the Petition is *dismissed* under 37 C.F.R. § 42.71(a), and IPR2025-00558 is *terminated*.

¹ The “Preliminary Proceeding” stage begins with the filing of a petition for instituting a trial and ends with a written decision as to whether a trial will be instituted. *See* 37 C.F.R. § 42.2.

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