

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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INTER IKEA SYSTEMS B.V.,  
Petitioner,

v.

POINTWISE VENTURES, LLC,  
Patent Owner.

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IPR2025-00798  
Patent 8,471,812 B2

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Before BENJAMIN D. M. WOOD, ARTHUR M. PESLAK, and  
LISA A. MURRAY, *Administrative Patent Judges*.

WOOD, *Administrative Patent Judge*.

DECISION

Settlement Prior to Institution of Trial  
*Granting-in-Part and Denying-in-Part* Joint Request to Treat Settlement  
Agreement as Business Confidential Information  
37 C.F.R. § 42.74

## I. INTRODUCTION

On July 29, 2025, with the Board’s authorization, Petitioner Inter IKEA Systems B.V. and Patent Owner Pointwise Ventures, LLC (collectively referred to as “the Parties”) filed a Joint Motion to Terminate the above-identified proceeding due to settlement. Paper 9 (“Joint Motion”). In support of the Joint Motion, the Parties filed a copy of a Settlement Agreement (Ex. 1018 (“Settlement Agreement”)), as well as a Joint Request to Treat Settlement Agreement as Business Confidential Information (Paper 8 (“Joint Request”)) pursuant to 37 C.F.R. § 42.74.

## II. DISCUSSION

In the Joint Motion, the Parties represent that they “have settled their dispute regarding the ’812 patent [U.S. Patent No. 8,471,812] and have executed a settlement agreement to terminate this proceeding, as well as the Parties’ related district court litigation concerning the ’812 patent – *Pointwise Ventures, LLC v. IKEA Systems, B.V.*, No 2:24-cv-00188-JRG (E.D. Tex. filed June 1, 2023).” Paper 9, 2. The Parties also represent that “[t]here is no other litigation between the Parties involving the ’812 patent beyond the present proceeding.” *Id.* The Parties state that “a true and correct copy of the Parties’ settlement agreement is being filed along with this paper as Confidential Exhibit 1018” and certify 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.*

This proceeding is at an early stage, as we have not yet decided whether to institute a trial. In view of the early stage of the proceeding and the settlement between the Parties, we determine that good cause exists to terminate the proceeding.

The Parties also filed a Joint Request that the Settlement Agreement be treated as business confidential information and be kept separate from the file of the patent involved in this *inter partes* proceeding. Paper 8, 1. After reviewing the Settlement Agreement between Petitioner and Patent Owner, we find that the Settlement Agreement contains confidential business information regarding the terms of settlement. We therefore determine that good cause exists to treat the Settlement Agreement between Petitioner and Patent Owner as business confidential information, to keep it separate from the file of the involved patent, and to limit its availability pursuant to 37 C.F.R. § 42.74(c).

In the Joint Request, the Parties also request that the Settlement Agreement “be kept separate from the files of . . . the above identified proceeding.” Paper 8, 1. To the extent that the Parties are requesting relief beyond that provided by 37 C.F.R. § 42.74(c), that aspect of the Joint Request is denied. As stated above, and in accordance with this rule, the Settlement Agreement will be kept separate from the file of the ’812 patent and will only be available to a Government agency on written request to the Board or to any other person upon written request to the Board on a showing of good cause.

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 to Terminate the Proceeding (Paper 9) is *granted*, the Petition (Paper 2) in IPR2025-00798 is *dismissed*, and the proceeding is *terminated*; and

FURTHER ORDERED that the Joint Request to Treat Settlement

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Agreement as Business Confidential Information (Paper 8) is *granted-in-part* and *denied-in-part*, and the Settlement Agreement shall be kept separate from the file of Patent 8,471,812 B2 and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 37 C.F.R. § 42.74(c).

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