

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

UNITED SERVICES AUTOMOBILE ASSOCIATION,
Petitioner,

v.

AUTO TELEMATICS LTD.,
Patent Owner.

IPR2025-00812
Patent 12,236,728 B2

Before GEORGE R. HOSKINS, ROBERT L. KINDER, and
STEPHEN E. BELISLE, *Administrative Patent Judges*.

KINDER, *Administrative Patent Judge*.

TERMINATION

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

On May 20, 2026, with the Board’s authorization, Petitioner and Patent Owner (collectively referred to as “the Parties”) filed a Joint Motion to Terminate in the above-identified proceeding due to settlement (“Joint Motion”). Paper 24. In support of the Joint Motion, the Parties filed a Settlement Agreement, Ex. 1052 (“Settlement Agreement”), as well as a Joint Request to Treat Settlement Agreement as Business Confidential Information pursuant to 37 C.F.R. § 42.74(c), Paper 25 (“Joint Request”).

In the Joint Motion, the Parties represent that they have reached an agreement to jointly seek termination of the above-identified *inter partes* review proceeding, and that the filed copy of the Settlement Agreement is a true copy. Joint Motion 2. The Parties further represent that their settlement agreement resolves the currently pending Patent Office proceeding between the Parties. *Id.* Accordingly, the Parties jointly request termination of this proceeding. *Id.*

The Board generally expects that a case “will terminate after the filing of a settlement agreement, unless the Board has already decided the merits.” *Consolidated Trial Practice Guide*, 86 (Nov. 2019)¹; *see* 35 U.S.C. § 317(a); 37 C.F.R. § 42.72. Here, although the Board instituted *inter partes* review of the challenged patent (Paper 8), the Board has not decided the merits of this proceeding. Under these circumstances, therefore, we determine that it is appropriate to terminate this proceeding as to the Parties, without rendering a final written decision.

After reviewing the Settlement Agreement between the Parties, we find that the Settlement Agreement contains confidential business

¹ Available at <https://www.uspto.gov/TrialPracticeGuideConsolidated>.

information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreement between the Parties as business confidential information pursuant to 37 C.F.R. § 42.74(c).

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

ORDER

Accordingly, for the reasons discussed above, it is:

ORDERED that the Joint Motion to Terminate is *granted*, and IPR2025-00812 is *terminated* as to Petitioner and Patent Owner pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the Joint Request to Treat the Settlement Agreement as Business Confidential is *granted*, and the Settlement Agreement shall be kept separate from the file of U.S. Patent No. 12,236,728 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).

IPR2025-00812
Patent 12,236,728 B2

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