

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

GEOTAB INC. and GEOTAB USA, INC.,
Petitioner,

v.

FRACTUS, S.A.,
Patent Owner.

IPR2025-01026
Patent 11,031,677 B2

Before KEVIN C. TROCK, STEVEN M. AMUNDSON, and
RUSSELL E. CASS, *Administrative Patent Judges*.

AMUNDSON, *Administrative Patent Judge*.

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

I. INTRODUCTION

Geotab Inc. and Geotab USA, Inc. (collectively “Petitioner”) filed a Petition requesting an *inter partes* review of claims 1–20 in U.S. Patent No. 11,031,677 B2 (“the ’677 patent”) (Exhibit 1001) under 35 U.S.C. §§ 311–319. Paper 4.¹ Fractus, S.A. (“Patent Owner”) filed a Preliminary Response. Paper 12. Further, after receiving Board authorization to address certain issues, Petitioner filed a Preliminary Reply, and Patent Owner filed a Preliminary Sur-reply. Paper 15; Paper 17; *see* Ex. 3001.

On December 3, 2025, the Board instituted an *inter partes* review of claims 1–20 in the ’677 patent. Paper 20.

On June 3, 2026, after receiving Board authorization, Petitioner and Patent Owner filed a Joint Motion to Terminate Proceeding under 35 U.S.C. § 317(a) and 37 C.F.R. § 42.74. Paper 34 (“Mot.”). As Exhibit 1119, the parties filed a copy of an agreement titled “Binding Settlement Term Sheet.” Ex. 1119 (“Settlement Agreement”), 1. For Exhibit 1119, the parties filed a Joint Request That Settlement Agreement Be Treated as Business Confidential Information under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). Paper 35 (“Req.”).

II. DISCUSSION

In the Joint Motion, the parties represent that they have “reached a settlement agreement and jointly request termination of the *inter partes* review” of the ’677 patent in this proceeding. Mot. 1; *see* Req. 1. The parties also represent that the “Settlement Agreement is in writing and constitutes the Parties’ entire understanding and agreement” and “fully

¹ Petitioner filed a confidential version of the Petition as Paper 3 and a public version of the Petition as Paper 4.

resolves all disputes relating to” the ’677 patent before the Board. Mot. 3; Req. 1. Further, the parties “certify that there are no collateral agreements or understandings made in connection with, or in contemplation of, the termination of this *inter partes* review.” Mot. 3.

The parties assert that termination is appropriate because they have “entered into a Settlement Agreement, under which the Parties agreed that Petitioners would move to terminate all IPR proceedings filed by them or their agents, i.e., this proceeding, IPR2025-01026.” Mot. 1. The parties also assert that (1) “there are presently no other petitioners remaining in this *inter partes* review,” (2) “[n]o Final Written Decision on the merits has been entered,” (3) neither party “will be prejudiced by the termination of this proceeding,” and (4) both parties “will benefit from preserving resources that would otherwise be expended if this motion is denied.” *Id.* at 2–3.

Although this proceeding has advanced beyond the preliminary stage, the parties have not completed the briefing authorized by the Scheduling Order, and the Board has not conducted an oral argument. Terminating this proceeding will save the Board administrative and judicial resources, e.g., in conducting an oral argument and issuing a final written decision to decide the patentability issues raised in the Petition. Further, “[t]here are strong public policy reasons to favor settlement between the parties to a proceeding,” and “[t]he 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.” Office Patent Trial Practice Guide, 77 Fed.

Reg. 48,756, 48,768 (Aug. 14, 2012); *see* Consolidated Trial Practice Guide, 86 (Nov. 2019).²

Under these circumstances, we determine that it is appropriate to terminate this proceeding.

Further, after reviewing the agreement filed by the parties, i.e., Exhibit 1119, we find that the agreement contains confidential business information. We determine that good cause exists to treat the agreement as business confidential information and to keep the agreement separate from the file of the patent in this proceeding 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).

III. ORDER

Accordingly, it is

ORDERED that the Joint Motion to Terminate Proceeding (Paper 34) is granted;

FURTHER ORDERED that this proceeding is terminated as to all parties; and

FURTHER ORDERED that the Joint Request That Settlement Agreement Be Treated as Business Confidential Information (Paper 35) is granted, and Exhibit 1119 shall be treated as business confidential information and be kept separate from the file of U.S. Patent No. 11,031,677 B2 and made available only under the provisions of 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

² Available at <https://www.uspto.gov/TrialPracticeGuideConsolidated>.

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