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Paper 40
Date: July 28, 2026

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG ELECTRONICS CO., LTD.,
Petitioner,

v.

WILUS INSTITUTE OF STANDARDS AND TECHNOLOGY INC.,
Patent Owner.

IPR2025-01043
Patent 11,116,035 B2

Before TERRENCE W. McMILLIN and JON M. JURGOVAN,
Administrative Patent Judges.

McMILLIN, *Administrative Patent Judge*.

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

Petitioner and Patent Owner (collectively "the Parties") filed a Joint Motion to Terminate due to settlement. Paper 38 ("Joint Motion"). In support of the Joint Motion, the Parties filed confidential settlement agreements (Ex. 1201 and Ex. 1202 ("Settlement Agreements")), as well as a Joint Request to Treat the Settlement Agreements as Business Confidential Information and to Keep the Agreements Separate Under 37 C.F.R. § 42.74(c) (Paper 39 ("Joint Request")) pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74. Under 35 U.S.C. § 317(a), "[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."

In the Joint Motion, the Parties represent that they have reached an agreement to jointly seek termination of this *inter partes* review, and that the filed copies of the Settlement Agreements are true copies of their settlement agreement and a sublicense agreement. Joint Motion 2. The Parties further represent that their confidential settlement agreements "resolve[ ] the disputes in the above-captioned *inter partes* review" and that "[t]here are no other collateral agreements or understandings made in connection with, or in contemplation of, the termination sought." *Id.*

We have not yet decided the merits of this proceeding, and a final written decision has not been entered in this case. Notwithstanding that trial has been instituted and this proceeding has moved beyond the preliminary stage, the Parties have shown adequately that the termination of this proceeding is appropriate. Under these circumstances, we determine that good cause exists to terminate this proceeding.

After reviewing the Settlement Agreements between Petitioner and Patent Owner, we find that the Settlement Agreements contain confidential business information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreements between Petitioner and Patent Owner as business confidential information pursuant to 35 U.S.C. § 317(b) and 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 (Paper 38) is *granted*, and IPR2025-01043 is hereby *terminated* pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the Joint Request (Paper 39) to Treat the Settlement Agreements (Exhibits 1201 and 1202) as Business Confidential Information is *granted*, and the Settlement Agreements shall be kept separate from the files of the challenged patent, and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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