

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ORCA SECURITY LTD.,
Petitioner,

v.

WIZ, INC.,
Patent Owner.

IPR2025-01084 (Patent 11,929,896 B1)
IPR2025-01085 (Patent 11,936,693 B2)
IPR2025-01087 (Patent 12,003,529 B1)¹

Before KARL D. EASTHOM, NABEEL U. KHAN, and
LISA A. MURRAY, *Administrative Patent Judges*.

PER CURIAM.

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

¹ This Order addresses issues common to each of these proceedings. The parties may not use this heading style without prior authorization.

I. INTRODUCTION

With the Board's authorization, the parties filed a Joint Motion to Terminate *Inter Partes* Review ("Joint Motion") in the above-identified proceeding due to settlement of the parties' disputes. Paper 15.² With the Joint Motion, the parties filed a copy of their Settlement Agreement (Ex. 2005) that resolves the disputes between the parties related to the above-identified proceeding. Joint Motion 1. The parties also filed a Joint Request that Settlement Agreement be Treated as Business Confidential Information and be Kept Separate Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74 ("Joint Request") that requests the Board to treat the Settlement Agreement as business confidential information and to keep it separate from the publicly available files in the above-identified proceeding. Paper 16.

II. DISCUSSION

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." Prior to termination, the parties must file true copies of "[a]ny 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." 35 U.S.C. § 317(b).

In the Joint Motion, the parties represent that they have reached an agreement to seek termination of the above-identified *inter partes* review

² We cite to materials filed in IPR2025-01084. The parties filed substantially identical materials in the other two proceedings.

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proceeding under 35 U.S.C. § 317(a) and 37 C.F.R. § 42.74. Joint Motion 1. The parties state that “a true copy of the confidential settlement agreement (Ex. 2005) that resolves the disputes in this *inter partes* review relating to the Patent-in-Suit is filed herewith.” *Id.* The parties also state that “[t]here are no other collateral agreements, whether written or oral, between the Parties made in connection with, or in contemplation of, the termination sought.” *Id.* The Joint Motion and Settlement Agreement collectively show that the parties represent that they filed all agreements between themselves, including all collateral agreements referred to, made in connection with, or in contemplation of, the termination of this proceeding, as 35 U.S.C. § 317(b) requires.

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) (“Consolidated TPG”)³; *see also* 35 U.S.C. § 317(a); 37 C.F.R. § 42.72. The Board has not decided the merits of this proceeding, and this proceeding involves no other parties. Accordingly, under the circumstances present here, it is appropriate to terminate the instant proceeding. *See* 35 U.S.C. § 317(a); 37 C.F.R. §§ 42.72, 42.74.

Further, we find that the Settlement Agreement contains confidential business information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreement between the parties as business confidential information and to keep it separate from the publicly available files of the patent in the above-identified proceeding pursuant to 37

³ Available at <https://www.uspto.gov/TrialPracticeGuideConsolidated>.

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C.F.R. § 42.74(c).

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

III. ORDER

For the reasons discussed above, it is

ORDERED that the Joint Motion is *granted* and this proceeding is terminated; and

FURTHER ORDERED that the Joint Request is *granted*, and that the Settlement Agreement (*i.e.*, Exhibit 2005) shall be kept separate from the files of the involved patents (U.S. Patent Nos. 11,929,896 B1; 11,936,693 B2; and 12,003,529 B1), 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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