

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.

IPR2025-01110
Patent 11,716,171 B2

IPR2025-01111
Patent 10,911,186 B2

Before KRISTEN L. DROESCH, TERRENCE W. MCMILLIN, and
JON M. JURGOVAN, *Administrative Patent Judges*.

DROESCH, *Administrative Patent Judge*.

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

IPR2025-01110 (Patent 11,716,171 B2)
IPR2025-01111 (Patent 10,911,186 B2)

Petitioner and Patent Owner (collectively “the Parties”) filed, in each case, a Joint Motion to Terminate due to settlement. Paper 29 (“Joint Motion”).¹ In support of the Joint Motion filed in each case, 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 30 (“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 filed in each case, 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 these proceedings, and a final written decision has not been entered in these cases. Notwithstanding that

¹ We refer to the papers and exhibits filed in IPR2025-01110. Substantially identical papers and exhibits were filed in IPR2025-01111.

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trials have been instituted and these proceedings have moved beyond the preliminary stage, the Parties have shown adequately that termination of these proceedings is appropriate. Under these circumstances, we determine that good cause exists to terminate the proceedings in IPR2025-01110 and IPR2025-01111.

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 filed in each case (IPR2025-01110, Paper 29 and IPR2025-01111, Paper 26) are *granted*, and IPR2025-01110 and IPR2025-001111 are hereby *terminated* 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 Agreements (Exhibits 1201 and 1202) as Business Confidential Information filed in each case (IPR2025-01110, Paper 30 and IPR2025-01111, Paper 27) are *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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