UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

AT&T SERVICES, INC. and STREAMWIDE INC.

Petitioners

v.

BK TECHNOLOGIES, INC.

Patent Owner

Case No. IPR2026-00349
U.S. Patent No. 12,375,890

PATENT OWNER'S MOTION TO SEAL

I. INTRODUCTION

Patent Owner BK Technologies, Inc. ("BK Technologies") respectfully requests that Exhibit 2001 be sealed under 37 C.F.R. §§ 42.14 and 42.54. Exhibit 2001 is a confidential Reseller Agreement between StreamWide Inc. and BK Technologies, Inc., dated July 22, 2022 ("Reseller Agreement"), which contains confidential commercial and proprietary business information that would cause competitive harm if publicly disclosed. As explained below, good cause exists to seal because this exhibit contains highly sensitive pricing information, licensing terms, fee structures, and technical specifications that constitute confidential commercial information under Federal Rule of Civil Procedure 26(c)(1)(G).

II. GOVERNING RULES AND PTAB GUIDANCE

Under 35 U.S.C. § 316(a)(1), the default rule is that all papers filed in an *inter partes* review are open and available for access by the public, but a party may file a concurrent motion to seal and the information at issue is sealed pending the outcome of the motion.

In particular, 37 C.F.R. § 42.14 provides:

> The record of a proceeding, including documents and things, shall be made available to the public, except as otherwise ordered. A party intending a document or thing to be sealed shall file a motion to seal concurrent with the filing of the document or thing to be sealed. The document or thing shall be provisionally sealed on receipt of the motion and remain so pending the outcome of the decision on the motion.

It is, however, only "confidential information" that is protected from disclosure. 35 U.S.C. § 316(a)(7) ("The Director shall prescribe regulations . . . providing for protective orders governing the exchange and submission of confidential information."). In that regard, the Office Trial Practice Guide, 77 Fed. Reg. 48756, 48760 (Aug. 14, 2012) provides:

> The rules aim to strike a balance between the public's interest in maintaining a complete and understandable file history and the parties' interest in protecting truly sensitive information.
>
> * * *
>
> *Confidential Information*: The rules identify confidential information in a manner consistent with Federal Rule of Civil Procedure 26(c)(1)(G), which provides for protective orders for trade secret or other confidential research, development, or commercial information. § 42.54.

III. IDENTIFICATION OF CONFIDENTIAL INFORMATION

BK Technologies respectfully requests that the Board seal Exhibit 2001 in its entirety. Exhibit 2001 is a Reseller Agreement between StreamWide Inc. ("StreamWide"), a Petitioner in this proceeding, and BK Technologies. The Reseller Agreement contains the following categories of confidential commercial information: pricing and fee structures, licensing terms, technical specifications, and confidential business strategies. Further, the Reseller Agreement specifically states

that the "terms of th[e] Agreement" constitutes "Confidential Information." EX2001 at 12.

IV. GOOD CAUSE EXISTS FOR SEALING CONFIDENTIAL INFORMATION

Good cause exists to seal Exhibit 2001 because public disclosure of the confidential commercial information described above would cause competitive harm to BK Technologies and StreamWide. The Reseller Agreement itself recognizes the confidential nature of this information. As mentioned above, Section 6 of the Reseller Agreement contains express confidentiality obligations requiring both parties to protect confidential information, use it only for purposes of the Reseller Agreement, and safeguard it with commercially reasonable care. The pricing, licensing, and technical information contained in the exhibits to Exhibit 2001 constitute precisely the type of information that warrants protection under Rule 26(c)(1)(G).

V. PROPOSED PROTECTIVE ORDER

BK Technologies requests entry of the Default Protective Order, which is attached to this motion as Appendix A. Because a proposed protective order is included with this motion, this motion also complies with 37 C.F.R. § 42.54(a). Further, pursuant to 37 C.F.R. § 42.54(a), BK Technologies certifies that it has conferred in good faith with Petitioners, who do not oppose the Motion or requested sealing (while reserving rights to negotiate any proposed protective order).

VI. CONCLUSION

For the reasons set forth above, BK Technologies respectfully requests that the Board enter the Default Protective Order and grant this motion to seal.

Dated: July 7, 2026

Respectfully submitted,

/Lisa. J. Moyles/
Reg. No. 40,737

Lead Counsel for Patent Owner

CERTIFICATE OF SERVICE

Pursuant to 37 C.F.R § 42.6(e), I hereby certify that a true and correct copy of the foregoing was served on Counsel for Petitioner via filing through the P-TACTS System, as well as by delivering a copy via electronic mail to the following:

Petitioner's Lead Counsel

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Dated: July 7, 2026

/Lisa J. Moyles/
Lisa J. Moyles (Reg. No. 40,737)

Lead Counsel for Patent Owner

APPENDIX A

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DEFAULT PROTECTIVE ORDER

DEFAULT PROTECTIVE ORDER

This protective order governs the treatment and filing of confidential information, including documents and testimony.

1. Confidential information shall be clearly marked "PROTECTIVE ORDER MATERIAL."

2. Access to confidential information is limited to the following individuals who have executed the acknowledgment appended to this order:

(A) Parties. Persons who are owners of a patent involved in the proceeding and other persons who are named parties to the proceeding.

(B) Party Representatives. Representatives of record for a party in the proceeding.

(C) Experts. Retained experts of a party in the proceeding who further certify in the Acknowledgement that they are not a competitor to any party, or a consultant for, or employed by, such a competitor with respect to the subject matter of the proceeding.

(D) In-house counsel. In-house counsel of a party.

(E) Support Personnel. Administrative assistants, clerical staff, court reporters and other support personnel of the foregoing persons who are reasonably necessary to assist those persons in the proceeding shall not be required to sign an Acknowledgement, but shall be informed of the terms and requirements of the

Protective Order by the person they are supporting who receives confidential information.

(F) The Office. Employees and representatives of the United States Patent and Trademark Office who have a need for access to the confidential information shall have such access without the requirement to sign an Acknowledgement. Such employees and representatives shall include the Director, members of the Board and their clerical staff, other support personnel, court reporters, and other persons acting on behalf of the Office.

3. Employees (e.g., corporate officers), consultants, or other persons performing work for a party, other than in-house counsel and in-house counsel's support staff, who sign the Acknowledgement shall be extended access to confidential information only upon agreement of the parties or by order of the Board upon a motion brought by the party seeking to disclose confidential information to that person. The party opposing disclosure to that person shall have the burden of proving that such person should be restricted from access to confidential information.

4. Persons receiving confidential information shall use reasonable efforts to maintain the confidentiality of the information, including:

(A) Maintaining such information in a secure location to which persons not authorized to receive the information shall not have access;

(B) Otherwise using reasonable efforts to maintain the confidentiality of the information, which efforts shall be no less rigorous than those the recipient uses to maintain the confidentiality of information not received from the disclosing party;

(C) Ensuring that support personnel of the recipient who have access to the confidential information understand and abide by the obligation to maintain the confidentiality of information received that is designated as confidential; and

(D) Limiting the copying of confidential information to a reasonable number of copies needed for conduct of the proceeding and maintaining a record of the locations of such copies.

5. Persons receiving confidential information shall use the following procedures to maintain the confidentiality of the information:

(A) Documents and Information Filed With the Board.

(i) A party may file documents or information with the Board along with a Motion to Seal. The Motion to Seal should provide a non-confidential description of the nature of the confidential information that is under seal, and set forth the reasons why the information is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing the Motion to Seal. The submission shall be treated as confidential and remain under seal, unless the Board determines that the

documents or information do not to qualify for confidential treatment. The information shall remain under seal unless the Board determines that some or all of the information does not qualify for confidential treatment.

(ii) Where confidentiality is alleged as to some but not all of the information submitted to the Board, the submitting party shall file confidential and non-confidential versions of its submission, together with a Motion to Seal the confidential version setting forth the reasons why the information redacted from the non-confidential version is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing the Motion to Seal. The non-confidential version of the submission shall clearly indicate the locations of information that has been redacted. The confidential version of the submission shall be filed under seal. The redacted information shall remain under seal unless the Board determines that some or all of the redacted information does not qualify for confidential treatment.

(B) Documents and Information Exchanged Among the Parties. Documents (including deposition transcripts) and other information designated as confidential that are disclosed to another party during discovery or other proceedings before the Board shall be clearly marked as "PROTECTIVE ORDER MATERIAL" and shall be produced in a manner that maintains its

confidentiality.

6. Within 60 days after the final disposition of this action, including the exhaustion of all appeals and motions, each party receiving confidential information must return, or certify the destruction of, all copies of the confidential information to the producing party.

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STANDARD ACKNOWLEDGMENT FOR ACCESS TO PROTECTIVE ORDER MATERIAL

I, _____, affirm that I have read the Protective Order; that I will abide by its terms; that I will use the confidential information only in connection with this proceeding and for no other purpose; that I will only allow access to support staff who are reasonably necessary to assist me in this proceeding; that prior to any disclosure to such support staff I informed or will inform them of the requirements of the Protective Order; that I am personally responsible for the requirements of the terms of the Protective Order and I agree to submit to the jurisdiction of the Office and the United States District Court for the Eastern District of Virginia for purposes of enforcing the terms of the Protective Order and providing remedies for its breach.

_____

Name: