

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG ELECTRONICS CO., LTD, SAMSUNG ELECTRONICS
AMERICA, INC., and SAMSUNG SEMICONDUCTOR, INC,
Petitioner,

v.

NVIDIA CORPORATION,
Patent Owner.

Cases¹

IPR2015-01028 (Patent 6,198,488 B1)
IPR2015-01029 (Patent 6,992,667 B2)
IPR2015-01070 (Patent 6,690,372 B2)
IPR2015-01198 (Patent 7,015,913 B1)

Before KEVIN F. TURNER, BEVERLY M. BUNTING, AND
JON B. TORNQUIST, *Administrative Patent Judges*.

BUNTING, *Administrative Patent Judge*.

ORDER
Conduct of the Proceedings
37 C.F.R. § 42.5

¹ This Order addresses issues that are identical in each case. We exercise our discretion to issue one Order to be filed in each case. The parties are not authorized to use this style heading for any subsequent papers.

IPR2015-01028 (Patent 6,198,488 B1)
IPR2015-01029 (Patent 6,992,667 B2)
IPR2015-01070 (Patent 6,690,372 B2)
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A conference call for Cases IPR2015-01028, IPR2015-01029, IPR2015-01070, and IPR2015-01198 took place on June 7, 2016 among respective counsel for Samsung Electronics Co., Ltd., Samsung Electronics America, Inc. and Samsung Semiconductor, Inc. (collectively, “Petitioner”), NVIDIA Corporation (“Patent Owner”), and Administrative Patent Judges Turner, Tornquist, and Bunting.²

The parties indicated that they have reached agreement to settle the dispute between them in the form of an executed Memorandum of Understanding. According to the parties, the settlement agreement itself has not yet been executed by the parties, although discussions are ongoing. The parties represented that motions to terminate in the related district court litigation are either pending or granted.

The parties are authorized to file a joint motion to terminate these proceedings after the settlement agreement is executed.³ Our rules require that a copy of the settlement agreement must be filed with Board. *See* 35 U.S.C. § 317(b) (“Any 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 under this section shall be in writing and a true copy of such agreement or understanding shall be filed in the Office before the termination of the inter partes review as

² This call was conducted concurrently with IPR2015-01062, IPR2015-01065, and IPR2015-01068 involving the same parties.

³ Should execution of the settlement agreement be delayed beyond September 1, 2016, the parties are to notify the panel.

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between the parties.”) The parties may request that the settlement agreement be treated as business confidential and kept separate from file of involved patents under 37 C.F.R. § 42.74(c).

The parties also noted that Due Dates 4 and 7, pertaining to oral argument, as set forth in the Scheduling Order, are coming up. We advised the parties to meet and confer and file a joint paper indicating their agreement to waive oral argument and the filing of further papers. The parties subsequently jointly filed a Joint Notice of Waiver of Oral Argument and Agreement Not to File Further Papers (Paper 34)⁴ in each of these proceedings. We acknowledge the parties waiver of oral argument in these proceedings.

ORDER:

It is ORDERED that the parties are authorized to file a joint motion to terminate in each of these proceedings prior to September 1, 2016.

⁴ For purposes of convenience, we refer to papers filed in IPR2015-01028 only.

IPR2015-01028 (Patent 6,198,488 B1)
IPR2015-01029 (Patent 6,992,667 B2)
IPR2015-01070 (Patent 6,690,372 B2)
IPR2015-01198 (Patent 7,015,913 B1)

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