

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

MERCEDES-BENZ USA, LLC,
Petitioner,

v.

DIGITAL STREAM IP, LLC,
Patent Owner.

Cases IPR2017-00833 (Patent 7,962,090 B2)
IPR2017-00834 (Patent 8,265,545 B2)
IPR2017-00837 (Patent 6,757,913 B2)¹

Before STACEY G. WHITE, MICHELLE N. WORMMEESTER, and
WILLIAM M. FINK, *Administrative Patent Judges*.

FINK, *Administrative Patent Judge*.

DECISION
Termination of Proceeding
37 C.F.R. § 42.72

¹ This Order addresses a similar issue in the three proceedings. Therefore, we exercise our discretion to issue one order to be filed in each proceeding. The parties are not authorized to use this style of heading in subsequent papers.

IPR2017-00833 (Patent 7,962,090 B2)
IPR2017-00834 (Patent 8,265,545 B2)
IPR2017-00837 (Patent 6,757,913 B2)

On April 18, 2017, the parties filed joint motions to terminate in IPR2017-00833, IPR2017-00834, and IPR2017-00837 pursuant to 35 U.S.C. § 317. IPR2017-00833, Paper 6 (“Motion”)²; IPR2017-00834, Paper 6; IPR2017-00837, Paper 6. Along with the joint motions, the parties filed a settlement agreement in each of the proceedings covering the patents involved in these proceedings. IPR2017-00833, Ex. 1014 (“Settlement Agreement”); IPR2017-00834, Ex. 1014; IPR2017-00837, Ex. 1015. The parties also have filed a joint request to have the Settlement Agreement treated as confidential business information under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). IPR2017-00833, Paper 7; IPR2017-00834, Paper 7; IPR2017-00837, Paper 7.

The parties represent the Settlement Agreement is a “true copy . . . resolving the dispute underlying this review.” Motion 5. We also observe the Settlement Agreement purports to be the “Entire Agreement” between the parties. Settlement Agreement 6. The parties further represent that they are obligated to file a stipulated motion to dismiss all claims with respect to the patents at issue in the *inter partes* reviews. Motion 1–2. We accept the parties’ representations.

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 patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed.”

² Because the substance of the cited papers and exhibits is the same across all three proceedings, we refer to IPR2017-00833 to the extent we cite a single paper or exhibit.

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These proceedings are at an early stage. No Patent Owner Preliminary Responses have been filed, and no decision whether to institute has been made in any of the proceedings. Under the circumstances, we determine that it is appropriate to terminate the cases with respect to both parties. *See* 35 U.S.C. § 317(a); 37 C.F.R. § 42.72. Therefore, the joint motions to terminate are granted. This paper does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

ORDER

Accordingly, it is:

ORDERED that the parties' Joint Requests in IPR2017-00833, IPR2017-00834, and IPR2017-00837 that the Settlement Agreement (Ex. 1014, Ex. 1014, and Ex. 1015, respectively) be treated as business confidential information, to be kept separate from the patent file, are *granted*;

FURTHER ORDERED that the Joint Motions to Terminate in IPR2017-00833, IPR2017-00834, and IPR2017-00837 are *granted*; and

FURTHER ORDERED that these *inter partes* review proceedings are hereby *terminated*.

IPR2017-00833 (Patent 7,962,090 B2)
IPR2017-00834 (Patent 8,265,545 B2)
IPR2017-00837 (Patent 6,757,913 B2)

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