

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ERICSSON INC.,
Petitioner,

v.

INTELLECTUAL VENTURES II LLC,
Patent Owner.

Case IPR2018-01694
Patent 8,897,828 B2

Before KRISTEN L. DROESCH, MICHAEL W. KIM, and
JASON W. MELVIN, *Administrative Patent Judges*.

MELVIN, Administrative Patent Judge.

ORDER

Granting Joint Motion to Terminate
Granting Joint Request to Keep Confidential and Separate
35 U.S.C. § 317; 37 C.F.R. §§ 42.72, 42.74

I. INTRODUCTION

Petitioner and Patent Owner (collectively referred to as “the Parties”) have requested that the above-identified *inter partes* review proceeding be terminated pursuant to a settlement. On June 12, 2019, we authorized the Parties to file a joint motion to terminate the Petition in this proceeding. On June 13, 2019, the Parties filed a Joint Motion to Terminate this proceeding (“Joint Motion”). Paper 13. Along with the Joint Motion, the Parties filed a copy of a Confidential Settlement Agreement and Patent License Agreement (“Settlement Agreement”).¹ Paper 14. The Parties also filed a Joint Request that the Settlement Agreement be Treated as Business Confidential Information and be Kept Separate pursuant to 37 C.F.R. § 42.74(c) (“Joint Request”). Paper 15.

II. DISCUSSION

In the Joint Motion, the Parties represent that they have reached an agreement to jointly seek termination of this *inter partes* review proceeding, that the filed Settlement Agreement is a true and accurate copy, and that there are no other written or oral agreements. Paper 13, 1, 3–4.

We have not yet decided the merits of this proceeding, and a final written decision has not been entered. Notwithstanding that the proceeding has moved beyond the preliminary stage, the Parties have shown adequately that the termination of this proceeding is appropriate. Under these

¹ The Parties filed the Settlement Agreement as a Paper. The Parties are reminded that settlement agreements should be filed as exhibits. *See* 37 C.F.R. § 42.63(a) (“Evidence consists of affidavits, transcripts of depositions, documents, and things. All evidence must be filed in the form of an exhibit.”).

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circumstances, we determine that good cause exists to terminate this proceeding.

The Parties also filed a Joint Request that the Settlement Agreement be treated as business confidential information and be kept separate from the files of the patent involved in this *inter partes* proceeding. Paper 15, 1. After reviewing the Settlement Agreement between Petitioner and Patent Owner, 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 Petitioner and Patent Owner as business confidential information pursuant to 37 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

Accordingly, for the reasons discussed above, it is:

ORDERED that the Joint Motion to Terminate is *granted*, and IPR2018-01694 is *terminated*; and

FURTHER ORDERED that the Parties' Joint Request that the Settlement Agreement be Treated as Business Confidential Information and be Kept Separate is *granted*, and the Settlement Agreements shall be kept separate from the file of Patent 8,897,828 B2 and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 37 C.F.R. § 42.74(c).

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