

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

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

v.

KONINKLIJKE KPN N.V.,
Patent Owner.

IPR2025-00502 (Patent No. 9,667,669 B2)
IPR2025-00503 (Patent No. 8,660,560 B2)
IPR2025-00504 (Patent No. 8,459,151 B2)
IPR2025-00512 (Patent No. 8,881,235 B2)
IPR2025-00533 (Patent No. RE48,089 E)
IPR2025-00534 (Patent No. 9,462,544 B2)¹

Before KEVIN F. TURNER, MIRIAM L. QUINN, KARA L. SZPONDOWSKI, NORMAN H. BEAMER, JASON M. REPKO, and RUSSELL E. CASS, *Administrative Patent Judges*.²

PER CURIAM.

DECISION

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

¹The Board is entering the same Decision in all captioned cases. The parties are not authorized to use this combined case caption.

²This is not an expanded panel. Three of the listed judges are on each case.

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I. INTRODUCTION

With the Board’s authorization, Petitioners Samsung Electronics America, Inc. and Samsung Electronics Co., Ltd., and Patent Owner Koninklijke KPN N.V., (collectively, “the parties”) filed a Joint Motion to Terminate Under 35 U.S.C. § 317(a) and 37 C.F.R. § 42.71(a) (“Joint Motion”) in the above-identified proceedings. *E.g.*, Paper 9 in IPR2025-00502.³ In support of the Motions, the parties filed a copy of a Settlement Agreement and Joint Request To Maintain Confidentiality Under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74 (“Joint Request”). Exhibit 1114 and Paper 10 in IPR2025-00502, respectively.

II. DISCUSSION

In the Joint Motion, the parties requested the Board terminate the above-identified *inter partes* review proceedings as a result of a settlement agreement reached between Petitioner and Patent Owner. Joint Motion, 2–3. The parties represent that the filed copy of the Settlement Agreement is a true copy. *Id.* at 3. The parties also represent that “there are no other collateral agreements or understandings, oral or written, between the parties made in connection with, or in contemplation of, the termination of this proceeding.” *Id.* The Settlement Agreement indicates that the parties have

³ For convenience, we cite to the papers in IPR2025-00502, but commensurate citations apply to each of the above-identified cases.

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resolved their disputes and the litigation between them involving the above-identified patents at issue.

According to 35 U.S.C. § 317(a), an *inter partes* review proceeding shall be terminated post-institution 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. As the Board has not yet decided the merits of the proceedings addressed in this order, we determine that good cause exists to terminate the proceedings before rendering a final written decision in accordance with 37 C.F.R. § 42.72. Patent Owner had sought discretionary review from the Director (Paper 6), but the Director indicated that she understood the parties to withdraw their discretionary denial briefs, and referred the proceeding back to the panel. *See Ex. 3102.*

Moreover, in the Joint Request, the parties request that the Settlement Agreement be treated as business confidential information and be kept separate from the files of the above-identified patent at issue. After reviewing the Settlement Agreement between the parties, 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 the parties as business confidential information pursuant to 37 C.F.R. § 42.74(c).

This Decision does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

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III. ORDER

Accordingly, for the reasons discussed above, it is:

ORDERED that the Joint Motions to Terminate are *granted*;

FURTHER ORDERED that IPR2025-00502, IPR2025-00503, IPR2025-00504, IPR2025-00512, IPR2025-00533, and IPR2025-00534 are *terminated* pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the Joint Request To File Agreement As Business Confidential Information Under 37 C.F.R. § 42.74(c) are *granted*, and the confidential Settlement Agreement (Exhibit 1114 in IPR2025-00502 and IPR2025-00503; Exhibit 1020 in IPR2025-00504; Exhibit 1112 in IPR2025-00512; Exhibit 1016 in IPR2025-00533; Exhibit 1012 in IPR2025-00534) shall be treated as business confidential information pursuant to 37 C.F.R. § 42.74(c) and be kept separate from the files of the challenged patents and made available only under the provisions of 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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