

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

APPLE INC.
Petitioner,

v.

IMBERATEK LLC,
Patent Owner.

IPR2025-00575 (Patent 7,609,527 B2)
IPR2025-00576 (Patent 7,732,909 B2)
IPR2025-00577 (Patent 7,732,909 B2)
IPR2025-00578 (Patent 7,989,944 B2)
IPR2025-00580 (Patent 8,222,723 B2)
IPR2025-00581 (Patent 8,368,201 B2)
IPR2025-00582 (Patent 9,107,324 B2)
IPR2025-00583 (Patent 11,071,207 B2)
IPR2025-00584 (Patent 11,716,816 B2)¹

Before KRISTEN L. DROESCH, KEVIN W. CHERRY, and
MONICA S. ULLAGADDI, *Administrative Patent Judges*.

ULLAGADDI, *Administrative Patent Judge*.

DECISION
Settlement Prior to Institution of Trial
37 C.F.R. § 42.74

¹ Because this Order addresses issues common to both proceedings, we issue one Order to be entered in each proceeding. The parties are not authorized to use this caption.

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IPR2025-00580 (8,222,723 B2); IPR2025-00581 (8,368,201 B2)
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IPR2025-00584 (11,716,816 B2)

BACKGROUND

On February 6, 2025, Apple Inc. (“Petitioner”) filed a petition in each of the above-captioned proceedings. Paper 2.² Patent Owner, ImberaTek LLC, did not file a preliminary response in any of these proceedings. The Board has not issued decisions on institution in any of these proceedings.

With the Board’s prior authorization via email (Ex. 1152), the parties filed three documents in each proceeding: (1) a joint motion to terminate proceeding (Paper 7 (collectively, the “motions” or “Mot.”)); (2) a joint request to treat resolution documents as business confidential information (Paper 8 (collectively, the “requests” or “Req.”))³; and (3) a true copy of the settlement agreement made in connection with the termination of these proceedings (Ex. 1150 (“Settlement Agreement” or the “Agreement”)). Upon consideration of the arguments presented and for the reasons below, we *grant* the motions, *grant* the requests, and *terminate* these proceedings.

DISCUSSION

A. Joint Motions to Terminate

Under the applicable regulations, the parties may agree to settle any issue in a proceeding. 37 C.F.R. § 42.74(a) (2024). In addition, “[a]ny agreement or understanding between the parties made in connection with, or in contemplation of, the termination of a proceeding shall be in writing and a

² Unless otherwise noted, Paper and Exhibit numbers herein refer to IPR2025-00575. Similar papers and exhibits were filed in the remaining proceedings.

³ Because each of the motions and requests in these proceedings are substantively the same, we cite to them collectively, as “Mot.” and “Req.”

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true copy shall be filed with the Board before the termination of the trial.”
37 C.F.R. § 42.74(b).

In the motions, the parties state that they have settled their disputes and have reached a written agreement that resolves the disputes in these proceedings as well as the disputes in all other matters between the parties relating to the patents involved in these proceedings. Mot. 1–4; *see* 35 U.S.C. § 317(b) (requiring that “[a]ny agreement or understanding between the patent owner and a petitioner . . . made in connection with, or in contemplation of, the termination of an *inter partes* review . . . shall be in writing”). In the motions, “Petitioner and Patent Owner certify that no collateral agreements or understandings exist in connection with, or in contemplation of, dismissal and termination of the Present IPR Proceeding or any of the Related IPRs beyond the settlement agreement filed as Exhibit 1150.” Mot. 2.

Because the parties have satisfied the requirements to terminate the proceedings based on settlement, we *grant* the motions and *terminate* these proceedings.

*B. Joint Requests to Treat Settlement Agreements
as Business Confidential Information*

The parties request that the Agreement (1) “be treated as business confidential information” and (2) “be kept separate from the file[s]” of the involved patents. Req. 1. After reviewing the Agreement (Ex. 1150) between Petitioners and Patent Owner, we find that the Agreement contains confidential business information regarding the terms of settlement. We

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thus treat the Agreement as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), to be kept separate from the files of the involved patents.

The Parties additionally request that “they be notified of any request to the Board, by any person, to access or obtain the agreement in Exhibit 1150.” Req. 1. We have no such procedure for serving parties in response to requests to access business confidential information, and, further, our regulations do not require us to do so. Therefore, we decline to issue an order regarding service upon receiving access requests for the Agreement.

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

ORDER

Accordingly, it is hereby:

ORDERED that the joint motions are *granted*, the petitions in IPR2025-00575, IPR2025-00576, IPR2025-00577, IPR2025-00578, IPR2025-00580, IPR2025-00581, IPR2025-00582, IPR2025-00583, and IPR2025-00584 are dismissed, and these proceedings are *terminated* with respect to all parties;

FURTHER ORDERED that the joint requests to treat the Settlement Agreements (Ex. 1150 in each of in IPR2025-00575, IPR2025-00576, IPR2025-00577, IPR2025-00578, IPR2025-00580, IPR2025-00581, IPR2025-00582, IPR2025-00583, and IPR2025-00584) as business confidential information are *granted*; and

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FURTHER ORDERED that the Settlement Agreement(Ex. 1150) (1) shall be treated as business confidential information; (2) shall be kept separate from the files of U.S. Patent Nos. 7,609,527 B2, 7,732,909 B2, 7,989,944 B2, 8,222,723 B2, 8,368,201 B2, 9,107,324 B2, 11,071,207 B2, and 11,716,816 B2; and (3) shall be made available only to Federal Government agencies on written request to the Board, or to any person on a showing of good cause.

FOR PETITIONER:

W. Karl Renner
Nicholas Stephens
Kiersten Batzli
Craig Deutsch
Charlene Thrower
Hyun Jin In
Alexander Berg
Patrick King
FISH & RICHARDSON P.C.
axf-ptab@fr.com
nstephens@fr.com
batzli@fr.com
deutsch@fr.com
thrower@fr.com
in@fr.com
berg@fr.com
pking@fr.com

FOR PATENT OWNER:

James Fussell
Amanda Bonner

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Cliff Maier
MAYER BROWN LLP
jfussell@mayerbrown.com
asbonner@mayerbrown.com
cmaier@mayerbrown.com