

From: [Trials](#)
To: [Tom Rozylowicz](#); [Trials](#)
Cc: [Michael Zoppo](#); [Greg Donahue](#); cgoodpastor@dinovoprice.com; [Andrew Patrick](#); [Michael Ellis](#); [Karl Renner](#); [Jennifer Huang](#); [AXF-PTAB](#)
Subject: RE: Request for Authorization to file Motions to Terminate in IPR2025-00697; -00751; 00752; -00753; -00754; and -00755
Date: Wednesday, September 17, 2025 11:01:31 AM
Attachments: [image001.png](#)

Counsel,

You are authorized to file a joint motion to dismiss in each of these proceedings.

Regards,

Andrew Kellogg,
Deputy Chief Clerk, Trials
Patent Trial and Appeal Board
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From: Tom Rozylowicz <rozylowicz@fr.com>
Sent: Tuesday, September 16, 2025 2:17 PM
To: Trials <Trials@USPTO.GOV>
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Subject: Request for Authorization to file Motions to Terminate in IPR2025-00697; -00751; 00752; -00753; -00754; and -00755

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Dear Honorable Board,

The parties request authorization to file a joint motion to dismiss the pending litigation in the IPRs between USAA and PacID, which includes IPR2025-00697; IPR2025-00751; IPR2025-00752; IPR2025-00753; IPR2025-00754; and IPR2025-00755. The basis for this motion is a publicly filed stipulation of dismissal entered into by both parties. The parties acknowledge

their obligation to provide any settlement agreement under 37 C.F.R § 42.74(b). Reading this obligation in the broadest sense, the parties note that the entire agreement resolving their dispute is the Joint Stipulation for Dismissal with Prejudice that was filed in the district court case, PACid Technologies, LLC v. USAA Federal Savings Bank, Case No. 1:24-cv-321 (W.D. Tex. Mar. 27, 2024). Among other provisions, the Joint Stipulation provides:

1. PACid dismisses with prejudice all claims in this action^[1] brought, that could have been brought, or that PACid at any time could have moved to add, against USAA FSB, its subsidiaries, parents, predecessors, successors, affiliates, agents, attorneys, insurers, servants, distributors, service providers, retailers, suppliers, employees, officers, directors, users, members, and customers, but expressly excluding all other accused infringers, including Citibank N.A., based on any claim that USAA FSB infringes the patents asserted in this action, including U.S. Patent Nos. 9,577,993; 9,876,771; 10,044,689; 10,171,433; 10,484,344; 11,070,530 (collectively, the “Asserted Patents”) and any patents that are in the same family as the Asserted Patents (the “Asserted Patent Family”), including but not limited to any provisional, priority application, divisional, continuation, continuation-in-part, substitution, international application, or similar application claiming priority to any of the foregoing, any registration, reissue, re-examination, renewal, confirmation, extension, or supplementary protection certificates and the like of any of the foregoing; and any foreign or international equivalent of any of the foregoing.

The Joint Stipulation also provides:

3. PACid releases USAA FSB, its respective subsidiaries, parents, affiliates, officers, directors, managers, employees, agents, representatives, customers, members, distributors, clients, attorneys, but expressly excluding all other accused infringers, including Citibank N.A., from any and all claims, causes of action, and claims for relief of any kind, known or unknown, suspected or unsuspected, including those that may hereafter arise as a result of the discovery of new and/or additional facts, of any type existing as of the date of this stipulation for infringement of the Asserted

Patents arising out of or relating to their activities that constitute the making, having made, using, selling, offering to sell, importing, exporting or otherwise disposing of products and services of USAA FSB or its subsidiaries, parents, or affiliates (including, without limitation, United Services Automobile Association, a Texas reciprocal inter-insurance exchange).

4. USAA FSB releases PACid, its respective affiliates, officers, directors, managers, employees, agents, representatives, customers, members, distributors, clients, attorneys, from any and all claims, causes of action, and claims for relief of any kind, known or unknown, suspected or unsuspected, including those that may hereafter arise as a result of the discovery of new and/or additional facts, arising out of or based upon the Asserted Patents, this litigation, and/or the claims asserted therein.

Aside from this stipulation, there is no settlement agreement or other contractual arrangement between the parties. The parties submit that their stipulation reflects a mutual decision to discontinue the matter. No further agreements will be executed beyond the Joint Stipulation. We believe that filing a joint motion will ensure procedural clarity and formally close the case on the record. If authorized, parties would file the Joint Stipulation in association with the Motion to Terminate.

Respectfully submitted,
Tom Rozyłowicz
Counsel for Petitioner, USAA

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[1] This action is limited to Case No. 1:24-cv-321-DAE filed against USAA FSB and expressly excludes any other action, including Case No. 1:24-cv-272-DAE filed against Citibank, N.A.