

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

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

v.

HERMES IP MANAGEMENT LLC,
Patent Owner.

IPR2025-00872 (Patent 8,855,720 B2)
IPR2025-00953 (Patent 9,613,060 B2)¹

Before KARL D EASTHOM, JOHN A. HUDALLA, and
SHEILA F. McSHANE, *Administrative Patent Judges*.

HUDALLA, *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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BACKGROUND

On April 22, 2025, Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. (collectively, “Petitioner”) filed a Petition in both of these proceedings. IPR2025-00872, Paper 3; IPR2025-00953, Paper 3. Patent Owner, Hermes IP Management LLC, has not filed a preliminary response in either proceeding.² The Board has not issued decisions on institution in either proceeding.

With the Board’s prior authorization, the parties filed three documents in each proceeding: (1) a joint motion to terminate proceeding (IPR2025-00872, Paper 10; IPR2025-00953, Paper 10 (collectively, the “Motions” or “Mot.”)); (2) a joint request to treat settlement agreement as business confidential information (IPR2025-00872, Paper 11; IPR2025-00953, Paper 11 (collectively, the “Joint Requests” or “Req.”))³; and (3) a true copy of the settlement agreement made in connection with the termination of these proceedings (IPR2025-00872, Ex. 1017; IPR2025-00953, Ex. 1021 (the “Agreement”)). Upon consideration of the arguments presented and for the reasons below, we *grant* the motions, *grant* the requests, and *terminate* these proceedings.

² Patent Owner filed a Request for Discretionary Denial in each proceeding. IPR2025-00872, Paper 8; IPR2025-00953, Paper 8. The Office has not issued a decision on either request.

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

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) (2025). 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 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 this proceeding as well as the disputes in all other matters between the parties relating to the patents involved in these proceedings. Mot. 1–3. The parties further represent that the Agreement is a true copy and that “[t]here are no other agreements, written or oral, between the parties made in connection with, or in contemplation of, the dismissal of the proceeding[s].” *Id.* at 2.

These proceedings are at an early stage, and we have not yet decided whether to institute a trial in these proceedings. In view of the early stage of the proceedings and the settlement between the parties, we determine that good cause exists to dismiss the Petitions and terminate the proceedings with respect to the parties.

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

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

The parties request that the Agreement (1) “be treated as business confidential information” and (2) “be maintained separate from the publicly available file of the involved patent.” Req. 2; *see also* Mot. 2 (similar). After reviewing the Agreement between Petitioner and Patent Owner, we find that the Agreement contains confidential business information regarding the terms of settlement. We thus treat the Agreement as business confidential information under 37 C.F.R. § 42.74(c) and will keep it separate from the files of the involved patents.

In the Joint Requests, the Parties further request “that they be notified if and when the Board receives and/or considers a request for access to the settlement agreement, and be offered an opportunity to respond to any such request.” Joint Request 2. We have no such procedure to serve upon the Parties a request for access to the Settlement Agreement, and, further, our regulations do not require us to do so. Therefore, we decline to issue an order regarding Settlement Agreement access requests.

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 Motions are *granted*, and these two proceedings are *terminated* with respect to all parties;

FURTHER ORDERED that the Joint Requests to treat the Settlement Agreement as business confidential information are *granted*; and

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FURTHER ORDERED that the Settlement Agreement (IPR2025-00872, Ex. 1017; IPR2025-00953, Ex. 1021) (1) shall be treated as business confidential information; (2) shall be kept separate from the files of U.S. Patent No. 8,855,720 B2 and U.S. Patent No. 9,613,060 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.

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