

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SONY MOBILE COMMUNICATIONS (USA) INC., SONY MOBILE
COMMUNICATIONS AB, SONY MOBILE COMMUNICATIONS, INC.,
SONY ELECTRONICS, INC., SONY CORP. OF AMERICA, and
SONY CORP.,
Petitioner,

v.

ADAPTIX, INC.,
Patent Owner.

Case IPR2014-01525
Patent 7,454,212 B2

Before HOWARD B. BLANKENSHIP, TREVOR M. JEFFERSON, and
JUSTIN BUSCH, *Administrative Patent Judges*.

BLANKENSHIP, *Administrative Patent Judge*.

JUDGMENT

Termination Pursuant to Settlement
37 C.F.R. §§ 42.5, 42.71, 42.73, 42.74

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On December 9, 2015, Petitioner and Patent Owner filed a Joint Motion to Terminate. Paper 37. Along with the Motion, the parties filed a copy of their Settlement Agreement, made in connection with the termination of this case, in accordance with 37 C.F.R. § 42.74(b). Ex. 1026. The parties submitted a joint request that the Settlement Agreement be treated as business confidential information and kept separate from the files of the patent at issue, U.S. Patent No. 7,454,212 B2 (“the ’212 patent”), under 37 C.F.R. § 42.74(c). Paper 38. The parties also filed a copy of their Binding Term Sheet and a joint request that the Term Sheet be treated as business confidential information and kept separate from the ’212 patent files. Ex. 1027; Paper 41. For the reasons set forth below, the Joint Motion to Terminate and the joint requests are granted.

The Board generally expects that a case “will terminate after the filing of a settlement agreement, unless the Board has already decided the merits.” Office Patent Trial Practice Guide, 77 Fed. Reg. 48,756, 48,768 (Aug. 14, 2012); *see* 37 C.F.R. § 42.72. In their joint motion to terminate, the parties indicate that the Settlement Agreement resolves all disputes between them involving the patent-at-issue in this case. Paper 37, 2. Upon consideration of the facts before us, we determine that it is appropriate to terminate this case and enter judgment, without rendering a final written decision. *See* 37 C.F.R. §§ 42.5(a), 42.71(a), 42.73(a), 42.74. We, therefore, grant the Joint Motion to Terminate. Paper 37.

We also determine that the parties have complied with the requirements of 37 C.F.R. § 42.74(c) to have the Settlement Agreement and Binding Term Sheet treated as business confidential information and kept

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separate from the files of the '212 patent. Thus, we grant the joint requests.
Papers 38, 41.

ORDER

For the foregoing reasons, it is:

ORDERED that the joint requests that the Settlement Agreement and Binding Term Sheet be treated as business confidential information and kept separate Under 37 C.F.R. § 42.74(c) (Papers 38, 41) are *granted*; and

FURTHER ORDERED that the Joint Motion to Terminate (Paper 37) is *granted* and this proceeding is terminated.

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