

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG DISPLAY CO., LTD.,
Petitioner,

v.

JOLED INC.,
Patent Owner.

IPR2021-00677
Patent 10,198,992 B2

Before SALLY C. MEDLEY, TERRENCE W. McMILLIN, and
KEVIN C. TROCK, *Administrative Patent Judges*.

TROCK, *Administrative Patent Judge*.

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

I. INTRODUCTION

On April 30, 2021, pursuant to our e-mail authorization, Petitioner and Patent Owner (collectively, “the Parties”) filed a Joint Motion to Terminate the above-identified proceeding. Paper 6 (“Joint Motion”). In support of the Joint Motion, the Parties filed a copy of a Binding Term Sheet agreed upon by the Parties and settling their dispute in the above-identified proceeding. Ex. 1029 (“Settlement Agreement”). Additionally, the Joint Motion included a Joint Request to Treat Settlement Agreement as Confidential Business Information pursuant to § 37 C.F.R. § 42.74(c). Paper 6, 4 (“Joint Request”).

II. DISCUSSION

In the Joint Motion, the Parties represent that they have reached an agreement to jointly seek termination of the above-identified *inter partes* review proceeding, that the filed copy of the Settlement Agreement is a true and correct copy, and that there are no other agreements or understandings between the parties made in connection with, or in contemplation of, the termination of this proceeding.¹ Paper 6, 2–3.

This proceeding is at an early stage, and we have not yet decided whether to institute a trial in the proceeding. In view of the early stage of the proceeding and the settlement between the Parties, we determine that good cause exists to terminate the proceeding with respect to the Parties.

¹ The Parties state that the Settlement Agreement “anticipates that the parties will subsequently enter into another agreement” but that “no such other agreement has been entered into as of this date.” Paper 6, 3. As such, the Parties represent that the Settlement Agreement “fully comprises the binding settlement agreement pursuant to which the parties are requesting termination.” *Id.*

The Parties also filed a Joint Request that the Settlement Agreement be treated as business confidential information and be kept separate from the file of the patent involved in this inter partes proceeding. Paper 6, 4. After reviewing the Settlement Agreement between Petitioner and Patent Owner, 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 Petitioner and Patent Owner as business confidential information pursuant to 37 C.F.R. § 42.74(c).

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

III. ORDER

In consideration of the foregoing, it is hereby:

ORDERED that the Joint Motion to Terminate IPR2021-00677 is *granted* and the proceeding is *terminated*; and

FURTHER ORDERED that the Joint Request to Treat the Settlement agreement as Business Confidential Information is *granted*, and the Settlement Agreement shall be kept separate from the files of Patent 8,950,038 B2 and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 37 C.F.R. § 42.74(c).

IPR2021-00677
Patent 10,198,992 B2

FOR PETITIONER:

David A. Garr
Peter P. Chen
Rajesh D. Paul
COVINGTON & BURLING LLP
dgarr@cov.com
pchen@cov.com
rpaul@cov.com

FOR PATENT OWNER:

Diek O. Van Nort
Alex S. Yap
Vincent J. Belusko
MORRISON & FOERSTER LLP
dvannort@mof.com
ayap@mof.com
vbelusko@mof.com

David L. Fehrman
DSA LEGAL SOLUTIONS PC
dfehrman@dsa-legal.com