

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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IAPARTMENTS, INC.,  
Petitioner,

v.

EDST LLC,  
Patent Owner.

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IPR2022-01468 (Patent 10,825,273 B2)  
IPR2022-01469 (Patent 10,803,685 B2)  
PGR2022-00059 (Patent 11,189,118 B2)

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Before ST. JOHN COURTENAY III, KEVIN W. CHERRY, and  
MICHELLE N. WORMMEESTER, *Administrative Patent Judges*.

CHERRY, *Administrative Patent Judge*.

TERMINATION  
Due to Settlement After Institution of Trial  
*35 U.S.C. § 327; 37 C.F.R. § 42.74*

## I. INTRODUCTION

On April 21, 2023, with Board authorization from an e-mail sent on April 12, 2023, the parties filed a “Joint Motion to Terminate Proceedings” in each proceeding. Paper 11<sup>1</sup> (“Mot.”). Along with the Joint Motion, the parties filed a copy of a “Settlement and License Agreement” (“Agreement,” Ex. 1022). The parties describe the Agreement in Exhibit 1022, and a Memorandum of Understanding in Exhibit 1023, as “true and correct copies,” and assert that “[t]here are no other agreements, oral or written, between the parties made in connection with, or in contemplation of, the termination of the proceeding.” Mot. 1. The parties further assert that they “have settled their dispute,” and also state that the “Parties desire the Settlement and License Agreement and Memorandum of Understanding be maintained as business confidential under 37 C.F.R. §42.74(c).” *Id.* at 1–2. To that end, the parties filed a “Joint Request To Keep Settlement And License Agreement And Memorandum Of Understanding Confidential And Separate Under 37 C.F.R. §42.74(c).” Paper 12.

## II. DISCUSSION

We instituted a trial on April 11, 2023, in each of the proceedings. Paper 9. We have not yet decided the merits of any of the proceedings, and final written decisions have not been entered.

Notwithstanding that the proceedings have moved beyond the preliminary stage in each proceeding, the Parties have shown adequately that

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<sup>1</sup> Unless stated otherwise, we refer to papers and exhibits in IPR2022-01468. Essentially identical papers were filed in IPR2022-01469 and PGR2022-00059.

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the terminations of the proceedings are appropriate. Under these circumstances, we determine that good cause exists to terminate the proceedings with respect to the Parties. We also have reviewed the settlement agreement, and we determine that the settlement agreement and memorandum each contains business confidential information regarding the terms of the settlement, and that good cause exists to treat the settlement agreement and memorandum as business confidential information under 37 C.F.R. § 42.74(c).

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

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### III. ORDER

In consideration of the foregoing, it is hereby:

ORDERED that the parties' Joint Request (Paper 12), in IPR2022-01468, to treat the Settlement and License Agreement (Exhibit 1022), and Memorandum of Understanding (Exhibit 1023), the parties' Joint Request (Paper 12), in IPR2022-01469, to treat the Settlement and License Agreement (Exhibit 1023), and Memorandum of Understanding (Exhibit 1024), and the parties' Joint Request (Paper 12), in PGR2022-00059, to treat the Settlement and License Agreement (Exhibit 1024), and Memorandum of Understanding (Exhibit 1025), as business confidential information under 37 C.F.R. § 42.74(c) are *granted*, and the two exhibits in each proceeding shall be kept separate from the files of Patents 10,824,273 B2, 10,803,685 B2, and 11,189,118 B2, respectively, and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 35 U.S.C. § 327(b) and 37 C.F.R. § 42.74(c);

FURTHER ORDERED that the parties' Joint Motion to Dismiss (Paper 11) in each proceeding is *granted*, and each proceeding is *terminated* with respect to Petitioner and Patent Owner, pursuant to 37 C.F.R. § 42.72.

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