

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

BLACKBERRY LIMITED,
Petitioner,

v.

MOBILEIRON, INC.,
Patent Owner.

IPR2020-01604
Patent 8,359,016 B2

Before JENNIFER MEYER CHAGNON, JOHN D. HAMANN, and
JASON M. REPKO, *Administrative Patent Judges*.

HAMANN, *Administrative Patent Judge*.

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

I. INTRODUCTION

With the Board’s authorization, the parties filed a Joint Motion to Terminate Proceeding. Paper 14 (“Mot.”). Along with the Joint Motion, the parties filed a copy of a “Confidential Settlement Agreement” they describe as “a true copy of settlement agreement entered between the Parties” (Ex. 1037 (“Settlement Agreement”)¹). Mot. 1. The parties also filed a Joint Request to Keep Agreement Business Confidential and Separate Under 37 C.F.R. § 42.74(c). Paper 15.

II. DISCUSSION

In the Joint Motion, the parties represent that the Settlement Agreement “is the only agreement or understanding between Petitioner and Patent Owner made in connection with, or in contemplation of terminating this proceeding.” Mot. 2. The parties also represent the “settlement agreement was entered into in contemplation of terminating this proceeding.” *Id.* at 1–2.

This proceeding is still in its preliminary stages. We have not entered a decision on whether to institute *inter partes* review in the proceeding. In view of the early stage of this proceeding and the settlement between the parties, we determine that good cause exists to terminate these proceedings with respect to the parties.

¹ The Settlement Agreement is between Blackberry Limited and Ivanti, Inc. As noted in Patent Owner’s updated Mandatory Notices, filed on December 28, 2020, the “patent owner and real party-in-interest is MobileIron, Inc. Ivanti, Inc. publicly announced that it has acquired Patent Owner.” Paper 10, 1.

We also have reviewed the Settlement Agreement, and we determine that the Settlement Agreement contains business confidential information regarding the terms of the settlement, and that good cause exists to treat the Settlement Agreement 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).

III. ORDER

In consideration of the foregoing, it is hereby:

ORDERED that the parties' Joint Request (Paper 15) to treat the Settlement Agreement (Exhibit 1037) as business confidential information under 37 C.F.R. § 42.74(c) is *granted*, and the Settlement Agreement shall be kept separate from the files of Patent 8,359,016 B2, 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. § 317(b) and 37 C.F.R. § 42.74(c); and

FURTHER ORDERED that the parties' Joint Motion to Terminate Proceeding (Paper 14) is *granted*, the Petition in IPR2020-01604 is dismissed, and the proceeding is *terminated*.

IPR2020-01604
Patent 8,359,016 B2

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