

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

PAY-PLUS SOLUTIONS, INC.,
Petitioner,

v.

STONEEAGLE SERVICES, INC.,
Patent Owner.

Case IPR2015-00569
Patent RE44,748 E

Before MEREDITH C. PETRAVICK, JAMES P. CALVE, and
JAMES B. ARPIN, *Administrative Patent Judges*.

ARPIN, *Administrative Patent Judge*.

ORDER
Termination of the Proceeding
37 C.F.R. § 42.74

Pursuant to our e-mail authorization, on October 1, 2015, the parties filed a Joint Motion to Terminate Proceedings (Paper 13, "Joint Mot.") pursuant to 35 U.S.C. § 317(a), as well as 37 C.F.R. §§ 42.72 and 42.74(a). Contemporaneously,

pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), the parties filed a Joint Motion to File Settlement Agreement as Business Confidential Information (Paper 14), including true copies of a Settlement Agreement, License Agreement, and Non-Disclosure Agreement.

Although we issued an Institution Decision (Paper 8) on July 31, 2015; we are at an early stage in this proceeding, and none of Due Dates 1–7 set forth in the Scheduling Order (Paper 9) has passed. The parties previously have identified a related, co-pending U.S. litigation between the parties (Paper 1, 1; Paper 5, 2) and now inform us that the Settlement Agreement “resolv[es] the dispute in [this proceeding] and the potential appeal of the district court judgment regarding this patent between the parties. No on-going or other litigation or proceeding involving the subject patent is contemplated in the foreseeable future.” Joint Mot. 2. Further, the parties “certify that there are no collateral agreements or understandings made in connection with, or in contemplation of, the termination of this [proceeding].” *Id.* Thus, we understand that the filed agreements settle all disputes between the parties with respect to this proceeding. Under these circumstances, we determine that good cause exists to terminate this proceeding, without rendering a final written decision.

ORDER

Accordingly, it is

ORDERED that the Joint Motion to Terminate is *granted*;

FURTHER ORDERED that Joint Motion to File Settlement Agreement as Business Confidential Information is *granted*;

FURTHER ORDERED that the Joint Motion to File Settlement Agreement as Business Confidential Information (Paper 14), including the Settlement Agreement, License Agreement, and Non-Disclosure Agreement, shall be treated as business confidential information, to be kept separate from the patent file;

FURTHER ORDERED that the parties shall file a redacted version of the Joint Motion to File Settlement Agreement as Business Confidential Information (Paper 14), omitting copies of the business confidential agreements; and

FURTHER ORDERED that the case is *terminated*.

IPR2015-00569
Patent RE44,748 E

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