

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

GAZTRANSPORT & TECHNIGAZ S.A.,
Petitioner,

v.

CHANTIERS DE L'ATLANTIQUE S.A.,
Patent Owner.

Case IPR2015-01354
Patent 8,906,189 B2

Before GRACE KARAFFA OBERMANN, KRISTINA M. KALAN, and
ELIZABETH M. ROESEL, *Administrative Patent Judges*.

KALAN, *Administrative Patent Judge*.

TERMINATION
Dismissing the Proceeding
37 C.F.R. § 42.5(a), 37 C.F.R. § 42.71(a)

The parties have requested that the above-captioned proceeding be terminated pursuant to a settlement. The Board authorized the parties to file a joint motion to terminate the above-captioned proceeding on September 18, 2015.

On October 16, 2015, and pursuant to 35 U.S.C. § 317, the parties filed a joint motion to terminate the above-captioned proceeding (Paper 6) and a joint request to treat the settlement agreement as business confidential information, to be kept separate from the patent file pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c) (Paper 7), along with a copy of the settlement agreement (Ex. 1023).

Generally, the Board expects that a proceeding will terminate after the filing of a settlement agreement. *See, e.g.*, Office Patent Trial Practice Guide, 77 Fed. Reg. 48756, 48768 (Aug. 14, 2012). This case is in the preliminary proceeding stage. A preliminary proceeding begins with the filing of a petition for instituting a trial and ends with a written decision as to whether trial will be instituted. *See* 37 C.F.R. § 42.2. Petitioner filed a Petition on June 10, 2015. Paper 1. Patent Owner did not file a Preliminary Response. No decision whether to institute a trial has been made.

The joint motion to terminate indicates that the parties have resolved “all disputes between them, among them those related to” U.S. Patent No. 8,906,189 B2 (“the ’189 Patent”). Paper 6, 1. The joint motion to terminate further indicates that “no motions or other matters are outstanding and concluding this review at this juncture promotes efficient use of the resources of the Board and saves expense for the parties.” *Id.* at 4. Finally, the joint motion to terminate indicates that “the parties have agreed to terminate this proceeding and the Related Matters under the Settlement

Agreement, providing a definitive resolution of all disputes between the parties related to the '189 Patent.” *Id.*

Based on the facts of the case, and in view of the parties’ joint motion for termination of this proceeding, we determine that it is appropriate to dismiss the Petition as to both Petitioner and Patent Owner without rendering either a decision to institute or a final written decision. *See* 37 C.F.R. §§ 42.5(a); 42.71(a). Therefore, the joint motion to terminate and the joint request to treat the settlement agreement as business confidential information are *granted*. This paper does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

Accordingly, it is

ORDERED that the joint request to treat the settlement agreement as business confidential information, to be kept separate from the patent file, is *granted*;

FURTHER ORDERED that the joint motion to terminate the proceeding is *granted*; and

FURTHER ORDERED that the Petition for *Inter Partes* Review of the above-referenced patent is *dismissed*.

IPR2015-01354
Patent 8,906,189 B2

FOR PETITIONER:

Eric P. Raciti
Arpita Bhattacharyya
Clara Jimenez
Finnegan, Henderson, Farabow,
Garrett & Dunner LLP
racitie@finnegan.com
bhattaca@finnegan.com
clara.jimenez@finnegan.com

FOR PATENT OWNER:

Raja N. Saliba
Kenneth Burchfiel
Grant Shackelford
Sughrue Mion, PLLC
rsaliba@sughrue.com
kburchfiel@sughrue.com
gshackelford@sughrue.com