

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

FIREEYE, INC.
Petitioner,

v.

FINJAN, INC.,
Patent Owner.

Case IPR2016-01444
Patent 8,079,086 B1

Before JAMES B. ARPIN, PATRICK M. BOUCHER, and
ZHENYU YANG, *Administrative Patent Judges*.

BOUCHER, *Administrative Patent Judge*.

ORDER

*Joint Motions to Terminate and
to File Settlement Agreement as Business Confidential Information
35 U.S.C. § 317 and 37 C.F.R. §§ 42.72, 42.74*

On January 12, 2018, the parties filed a Joint Motion to Terminate this proceeding, asserting that they “have reached an agreement regarding their disputes involving the ’086 patent,” including “in the related district court litigation.” Paper 50, 1. With their Motion, the parties submit what they represent are “true copies of the full agreement between the parties with respect to the requested termination,” including a Settlement Agreement and a Covenant Not to Sue. *Id.* at 2; Exs. 2059, 2060. The parties further “certify that there are no collateral agreements or understandings made in connection with, or in contemplation of, the requested termination.” Paper 50, 2. In a concurrently filed Joint Request to File Settlement Agreement as Business Confidential Information, the parties request that both the Settlement Agreement and Covenant Not to Sue be treated as business confidential information and be kept separate from the file of the involved patent. Paper 51.

“An inter partes review instituted under this chapter shall be terminated with respect to any petitioner upon the joint request of the petitioner and the patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed.” 35 U.S.C. § 317(a). We determine that good cause exists to terminate this proceeding with respect to all parties without rendering a final written decision.

At the request of a party to the proceeding, the agreement or understanding shall be treated as business confidential information, shall be kept separate from the file of the involved patents, and shall be made available only to Federal Government agencies on written request, or to any person on a showing of good cause.

35 U.S.C. § 317(b). We determine that good cause exists to treat the Settlement Agreement and Covenant Not to Sue as business confidential information pursuant to 35 U.S.C. § 317(b).

It is

ORDERED that the Joint Motion to Terminate (Paper 50) is *granted*;

FURTHER ORDERED that this proceeding is hereby terminated with respect to all parties;

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

FURTHER ORDERED that the filed Settlement Agreement (Ex. 2059) and Covenant Not to Sue (Ex. 2060) be treated as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c) and remain designated as “Board Only” in the Board’s E2E system.

IPR2016-01444
Patent 8,079,086 B1

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