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Paper 50
Entered: November 14, 2018

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ARTESIAN HOME PRODUCTS
and
AMERICAN DIE & ROLLFORMING,
Petitioners,

v.

GUTTERGLOVE, INC.,
Patent Owner.

Case IPR2018-00015 (Patent 9,021,747 B2)
Case IPR2018-00030 (Patent 8,479,454 B2)
Case IPR2018-00031 (Patent 8,479,454 B2)[1]

Before MEREDITH C. PETRAVICK, SCOTT A. DANIELS, and ERIC C. JESCHKE, *Administrative Patent Judges*.

JESCHKE, *Administrative Patent Judge*.

JUDGMENT
Termination of the Proceedings Due to Settlement
35 U.S.C. § 317 and 37 C.F.R. §§ 42.72, 42.74

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[1] Because this Judgment addresses issues raised in all three proceeding, we issue one Judgment to be entered in each proceeding. The parties are not authorized to use this caption.

INTRODUCTION

On March 19, 2018, we instituted *inter partes* review in each of these proceedings. *See* IPR2018-00015, Paper 16; IPR2018-00030, Paper 18; IPR2018-00031, Paper 18. On November 9, 2018, with our prior authorization (Ex. 3004[2]), Petitioners (Artesian Home Products and American Die & Rollforming) and Patent Owner (Gutterglove, Inc.) jointly filed, in each proceeding, (1) a Joint Motion to Terminate Proceeding Pursuant to 35 U.S.C. § 317 and 37 C.F.R. §§ 42.72 and 42.74 (Paper 49) ("the Motions to Terminate"), (2) a true copy of their written settlement agreement made in connection with the termination of these proceedings (Ex. 1026) ("the Settlement Agreement"), and (3) a Joint Request to File Settlement Agreement as Business Confidential Information Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c) (Paper 50) ("the Requests").

For the reasons below, we *grant* the Motions to Terminate and the Requests, and we *terminate* these proceedings.

DISCUSSION

Under 35 U.S.C. § 317(a), an instituted *inter partes* review "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." In each of these proceedings, we instituted *inter partes* reviews, but we have not yet decided

[2] Because the issues are the same across these three proceedings, subsequent citations to exhibits and papers are to those in IPR2018-00015.

the merits. Thus, we must terminate with respect to Petitioners. No other petitioner remains in these proceedings.

Section 317(a) also provides that, "[i]f no petitioner remains in the *inter partes* review, the Office may terminate the review or proceed to a final written decision under section 318(a)." The Board, therefore, has discretion to terminate these proceedings with respect to Patent Owner.

In the Motions to Terminate, the parties state that they have settled their disputes and have reached a written agreement that resolves the disputes in these proceedings as well as the disputes in all other matters between the parties relating to the two patents involved in these proceedings. Paper 49, 3–4; *see* 35 U.S.C. § 317(b) (requiring that "[a]ny agreement or understanding between the patent owner and a petitioner . . . made in connection with, or in contemplation of, the termination of an *inter partes* review . . . shall be in writing"). In support of the Motions to Terminate, the parties submitted in each proceeding a true copy of their written Settlement Agreement. *See* Ex. 1026. The parties certify that there are no other written or oral agreements, including any collateral agreements, between the parties, that are made in connection with, or in contemplation of, the termination of the proceedings. Paper 49, 4; *see* 35 U.S.C. § 317(b).

Upon consideration of the Motions to Terminate and the circumstances here, we determine that it is appropriate to terminate these proceedings as to Petitioners and Patent Owner without rendering final written decisions. *See* 35 U.S.C. § 317(a); 37 C.F.R. § 42.72 ("The Board may terminate a trial without rendering a final written decision, where

appropriate, including where the trial is consolidated with another proceeding or pursuant to a joint request under 35 U.S.C. 317(a) . . . .").

The parties also request that the Settlement Agreement "be treated as business confidential information and that it be kept separate from the file[s] of the challenged patent[s]" in accordance with 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). Paper 50, 1. We grant the parties' request.

It is hereby:

ORDERED that the Joint Motions to Terminate are *granted*;

FURTHER ORDERED that the Joint Requests to treat the Settlement Agreement as business confidential information and to keep it separate from the files of the involved patents are *granted*; and

FURTHER ORDERED that these *inter partes* reviews are hereby *terminated*.

IPR2018-00015 (Patent 9,021,747 B2)
IPR2018-00030 (Patent 8,479,454 B2)
IPR2018-00031 (Patent 8,479,454 B2)

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