

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

WINPLUS NORTH AMERICA, INC.,
Petitioner,

v.

PILOT, INC.,
Patent Owner.

Case IPR2018-00488
Patent 9,525,297 B2

Before MELISSA A. HAAPALA, *Acting Vice Chief Administrative Patent Judge*, and MICHELLE N. WORMMEESTER and STEVEN M. AMUNDSON, *Administrative Patent Judges*.

AMUNDSON, *Administrative Patent Judge*.

ORDER

Granting Joint Motion to Terminate Proceeding and
Granting Joint Request to Treat Settlement Agreement
as Business Confidential Information
35 U.S.C. § 317; 37 C.F.R. §§ 42.72, 42.74

After receiving authorization from the Board, Winplus North America, Inc. (“Petitioner”) and Pilot, Inc. (“Patent Owner”) filed a joint motion to terminate this *inter partes* review according to a settlement agreement. Paper 12. The parties also filed a copy of their settlement agreement (Ex. 2001) and a joint motion to treat their settlement agreement as business confidential information and to keep it separate from the file of the involved patent (Paper 11).¹ The parties represent that they “have settled their dispute and respectfully submit that a dismissal is proper here.” Paper 12, 1. For the reasons discussed below, we grant the joint motions.

As the parties note, “[t]his proceeding is still in its preliminary stages.” Paper 12, 1. We instituted this *inter partes* review on July 15, 2018. Paper 7. The parties have not submitted briefs since the institution, and we have not entered a final written decision. In addition, regarding their settlement agreement, the parties represent that “there are no other collateral agreements or understandings, oral or written, referred to in the Parties’ settlement agreement or otherwise contemplated by the Parties.” Paper 12, 2. The parties further represent that Exhibit 2001 is a “true and correct copy” of their settlement agreement. *Id.* Under these circumstances, we determine that it is appropriate to terminate this proceeding.

¹ The joint motion to terminate (Paper 12) identifies the settlement agreement as Exhibit 1012; however, the parties confirmed by email on November 7, 2018, that the settlement agreement is Exhibit 2001, as identified in the joint request to treat the settlement agreement as confidential (Paper 11).

Accordingly, it is:

ORDERED that the joint motion to terminate this proceeding is granted;

FURTHER ORDERED that this *inter partes* review is terminated as to all parties;

FURTHER ORDERED that the joint request that the settlement agreement (Exhibit 2001) be treated as business confidential information and kept separate from the file of U.S. Patent No. 9,525,297 B2 under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c) is granted; and

FURTHER ORDERED that the parties' settlement agreement (Ex. 2001) be treated as business confidential information and be kept separate from the file of U.S. Patent No. 9,525,297 B2 and made available only under the provisions of 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

IPR2018-00488
Patent 9,525,297 B2

PETITIONER:

Robert Steinberg
Jonathan M. Strang
LATHAM & WATKINS LLP
bob.steinberg@lw.com
jonathan.strang@lw.com

PATENT OWNER:

David B. Kellis
SHERIDAN ROSS P.C.
dkellis@sheridanross.com

Aaron P. Bradford
BRADFORD Ltd.
aaron@apb-law.com