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Paper No. 16
Entered: May 14, 2021

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

FELLOWES, INC.,
Petitioner,

v.

TREEFROG DEVELOPMENTS, INC.,
Patent Owner.

IPR2020-01435
Patent 9,660,684 B2

Before JOSIAH C. COCKS, GRACE KARAFFA OBERMANN, and KEVIN C. TROCK, *Administrative Patent Judges*.

TROCK, *Administrative Patent Judge*.

TERMINATION
Due to Settlement After Institution of Trial
37 C.F.R. § 317; § 42.74

I. INTRODUCTION

Petitioner and Patent Owner (collectively referred to as "the Parties") filed a Joint Motion to Terminate in the above-identified proceeding due to settlement ("Joint Motion"). Paper 15. In support of the Joint Motion, the Parties filed a corresponding Confidential Settlement Agreement, Ex. 2006 ("Settlement Agreement"). As part of the Joint Motion, the Parties include a joint request to treat the Settlement Agreement as business confidential pursuant to 37 C.F.R. § 42.74(c). Paper 15, 2.

II. DISCUSSION

In the Joint Motion, the Parties represent that they have reached an agreement to jointly seek termination of the above-identified *inter partes* review proceeding, and that the filed copy of the Settlement Agreement is a "true copy." Joint Motion 3. The Parties further represent that their Settlement Agreement resolves all currently pending Patent Office and District Court proceedings between the Parties involving Patent 9,660,684 B2. *Id*. Accordingly, the Parties jointly request termination of this proceeding. *Id.* at 2.

The Board generally expects that a case "will terminate after the filing of a settlement agreement, unless the Board has already decided the merits." *Consolidated Trial Practice Guide*, 86 (Nov. 2019) ("Consolidated TPG")[1]; *see* 35 U.S.C. §317(a); 37 C.F.R. § 42.72. Here, although the Board instituted *inter partes* review of the challenged patent on February 22, 2021 (Paper 12), the Board has not decided the merits of this proceeding. Under

[1] Available at https://www.uspto.gov/TrialPracticeGuideConsolidated.

these circumstances, therefore, we determine that it is appropriate to terminate this proceeding as to the Parties, without rendering a final written decision.

In the Joint Motion, the Parties request that the Settlement Agreement be treated as business confidential information and be kept separate from the files of the patent involved in this *inter partes* proceeding. Joint Motion 4. After reviewing the Settlement Agreement between Petitioner and Patent Owner, we find that the Settlement Agreement contains confidential business information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreement between Petitioner and Patent Owner as business confidential information pursuant to 37 C.F.R. § 42.74(c).

This Order does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

III. ORDER

Accordingly, for the reasons discussed above, it is:

ORDERED that the Joint Motion to Terminate is *granted*, and the above-identified proceeding is *terminated*; and

FURTHER ORDERED that the joint requests to treat the Settlement Agreement as Business Confidential is *granted*, and the Settlement Agreement shall be kept separate from the file of Patent 9,660,684 B2, and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 37 C.F.R. § 42.74(c).

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