

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

TEXTILE RENTAL SERVICES ASSOCIATION,
Petitioner,

v.

PROVA GROUP INC.,
Patent Owner.

IPR2021-00382
Patent 8,234,185 B2

Before MICHAEL R. ZECHER, KARA L. SZPONDOWSKI, and
JASON W. MELVIN, *Administrative Patent Judges*.

ZECHER, *Administrative Patent Judge*.

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

I. DISCUSSION

On November 29, 2021, with our authorization via email, Petitioner, Textile Rental Services Association (“TRSA”), and Patent Owner, Prova Group Inc., jointly filed the following: (1) a “Joint Motion to Terminate *Inter Partes* Review [IPR]” (Paper 16, “Mot.”)¹; (2) a true copy of the parties’ settlement agreement (Ex. 2009); and (3) a “Joint Request to Keep Separate Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c)” (Paper 17). For the following reasons, we *grant* the parties’ “Joint Motion to Terminate IPR,” as well as the parties’ joint request to file their settlement agreement as business confidential information and keep it separate from the file of the involved patent.

On August 11, 2021, we entered a decision instituting an IPR of claims 1–21 of U.S. Patent No. 8,234,185 B2 (Ex. 1001, “the ’185 patent”). Paper 8. The trial, however, is still in an early stage because the parties have not completed substantive briefing and we have not yet decided the merits.

In the “Joint Motion to Terminate IPR,” the parties state that “[t]ermination of this proceeding with respect to all parties is proper” because the trial “is still in an early stage,” “all parties request termination and the Board has not yet decided the merits of the proceeding,” terminating this proceeding is appropriate when the only Petitioner—TRSA—supports termination, and “[TRSA] will not be participating further in this proceeding.” Mot. 2–3. The parties represent that the defamation lawsuit involving the parties is in the process of being dismissed concurrently with

¹ The parties’ “Joint Motion to Terminate” does not include page numbers. We consider the Title page as page 1 and then proceed from there in numerical order.

this proceeding. *Id.* at 3. The parties also represent that Exhibit 2009 is a true copy of the parties' settlement agreement that resolves their disputes involving the '185 patent, and "[t]here are no other agreements, oral or written, between the parties made in connection with, or in contemplation of, the termination of [this] proceeding." *Id.* at 2.

Under these particular circumstances, we determine that it is appropriate to terminate the trial without rendering a final written decision. *See* 37 C.F.R. § 42.72. We also have reviewed the true copy of the parties' settlement agreement (Ex. 2009), and we determine that good cause exists to treat this settlement agreement as business confidential information and keep it separate from the file of the '185 patent. *See* 35 U.S.C. § 317(b); 37 C.F.R. § 42.74(c).

II. ORDER

In consideration of the foregoing, it is hereby:

ORDERED that the parties' joint request to file their settlement agreement as business confidential information and keep it separate from the file of the '185 patent is *granted*;

FURTHER ORDERED that Exhibit 2009 shall remain business confidential information, and shall be kept separate from the file of the '185 patent; and

FURTHER ORDERED that the parties' "Joint Motion to Terminate IPR" filed pursuant to 35 U.S.C. 317(a) and 37 C.F.R. § 42.74 is *granted*.

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For PETITIONER:

Ruffin B. Cordell
Adam R. Shartzner
Kenton W. Freeman, Jr. (admitted *pro hac vice*)
FISH & RICHARDSON P.C.
cordell@fr.com
shartzner@fr.com
kfreeman@fr.com

For PATENT OWNER:

Christopher J. Rourke
Wasif Qureshi
JACKSON WALKER LLP
crouk@jw.com
wqureshi@jw.com