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Paper 23
Date: January 12, 2022

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

BUMBLE TRADING LLC,
Petitioner,

v.

KINECTUS LLC,
Patent Owner.

IPR2021-00763 (Patent 10,117,074 B2)
IPR2021-00764 (Patent 10,516,979 B2)
IPR2021-00765 (Patent 9,294,428 B2)
IPR2021-00766 (Patent 9,763,070 B2)
IPR2021-00900 (Patent 10,575,145 B1)
IPR2021-00901 (Patent 9,584,464 B2)
IPR2021-01014 (Patent 10,117,075 B1)[1]

Before SCOTT A. DANIELS, NATHAN A. ENGELS, JOHN R. KENNY, and IFTIKHAR AHMED, *Administrative Patent Judges*.[2]

AHMED, *Administrative Patent Judge*.

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

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[1] We exercise our discretion to issue one Order to be entered in each proceeding. The parties are not authorized to use a multiple-case caption.
[2] This listing of Administrative Patent Judges does not reflect an expanded panel under SOP 1 § III.M. This order addresses multiple proceedings that collectively involve more than three Administrative Patent Judges.

I. INTRODUCTION

With the Board's authorization, Petitioner Bumble Trading LLC and Patent Owner KinectUs LLC (collectively, "the parties") filed (1) a Joint Motion to Terminate (Paper 19, "Joint Motion") based on a settlement agreement between them, (2) a copy of their written settlement agreement (Ex. 1031), and (3) a Joint Request that Settlement Agreement be Treated as Business Confidential Information Under 35 U.S.C. § 317 (Paper 20, "Joint Request").[3]

II. DISCUSSION

In the Joint Motion, the parties represent that they have resolved their underlying dispute and have agreed to terminate these proceedings. Joint Motion 3–4. The parties filed what they represent is a true copy of their written settlement agreement and indicate that it resolves these proceedings as well as related district court litigation. *Id.* at 2–3. The parties certify that there are no collateral agreements or understandings made in connection with, or in contemplation of, the termination of these proceedings. *Id.* at 2. The parties contend that termination of these proceedings is appropriate because the parties have not taken any discovery in these proceedings, oral

[3] Our citations to Papers and Exhibits are to those filed in IPR2021-00763. Similar Papers and Exhibits have been filed in each of the other identified proceedings.

argument has not taken place, and we have not yet decided the merits. *Id.* at 3–4.

Generally, the Board expects that a proceeding will terminate with respect to a petitioner after the filing of a settlement agreement. *See* 35 U.S.C. § 317(a) ("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."); 37 C.F.R. § 42.72 ("The Board may terminate a trial without rendering a final written decision, where appropriate, including . . . pursuant to a joint request under 35 U.S.C. 317(a) . . . ."); *see also* Patent Trial and Appeal Board Consolidated Trial Practice Guide at 86 (Nov. 2019)[4] ("The Board expects that a proceeding will terminate after the filing of a settlement agreement, unless the Board has already decided the merits of the proceeding." (citing 35 U.S.C. §§ 317(a), 327)). Here, trials have been instituted but the merits of these proceedings have not yet been decided. Accordingly, we are persuaded that, under these circumstances, termination of these proceedings is appropriate.

The parties also request that the settlement agreement be treated as business confidential information and be kept separate from the files of the challenged patents. Joint Request 1. After reviewing the settlement

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

agreement, we find that the settlement agreement contains confidential business information regarding the terms of settlement. Accordingly, we grant the Joint Request to treat the settlement agreement as business confidential information. *See* 35 U.S.C. § 317(b) ("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."); *see also* 37 C.F.R. § 42.74(c) (same).

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

III. ORDER

Accordingly, it is

ORDERED that the Joint Motion to Terminate (Paper 19 in IPR2021-00763, IPR2021-00764, IPR2021-00765, IPR2021-00766, IPR2021-00900, and IPR2021-00901; and Paper 20 in IPR2021-01014) is *granted*;

FURTHER ORDERED that the Joint Request that Settlement Agreement be Treated as Business Confidential Information (Paper 20 in IPR2021-00763, IPR2021-00764, IPR2021-00765, IPR2021-00766, IPR2021-00900, and IPR2021-00901; and Paper 21 in IPR2021-01014) is *granted*;

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IPR2021-00901 (Patent 9,584,464 B2)
IPR2021-01014 (Patent 10,117,075 B1)

FURTHER ORDERED that the settlement agreement (Ex. 1031 in IPR2021-00763, Ex. 1030 in IPR2021-00764, Ex. 1040 in IPR2021-00765, Ex. 1061 in IPR2021-00766, Ex. 1029 in IPR2021-00900, Ex. 1065 in IPR2021-00901, and Ex. 1033 in IPR2021-01014) be treated as business confidential information, kept separate from the file of the above-referenced patent, and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c); and

FURTHER ORDERED that these proceedings are terminated.

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IPR2021-00764 (Patent 10,516,979 B2)
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