

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

BELIMO AUTOMATION AG and BELIMO AIRCONTROLS (USA),
INC.,
Petitioner,

v.

BELPARTS GROUP, N.V.,
Patent Owner.

IPR2022-00692
Patent 9,823,666 B2

IPR2022-00698
Patent 10,394,257 B2

Before HUBERT C. LORIN, HYUN J. JUNG, and
JAMES A. TARTAL, *Administrative Patent Judges*.

LORIN, *Administrative Patent Judge*.

DECISION

Granting Joint Motions to Terminate Proceedings
Granting Joint Requests to Treat Agreement as Confidential
35 U.S.C. § 317; 37 C.F.R. §§ 42.72, 42.74

IPR2022–00692 (Patent 9,823,666 B2)
IPR2022–00698 (Patent 10,394,257 B2)

On October 7, 2022, Belimo Automation AG and Belimo Aircontrols (USA), Inc. (collectively, “Petitioner”) and Belparts Group, N.V. (“Patent Owner”) filed joint motions to terminate these proceedings pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. §§ 42.72, 42.74. IPR2022–00692, Paper 13 (“692 Mot.”); IPR2022–00698, Paper 12 (“698 Mot.”).

Pursuant to 35 U.S.C. § 317(b):

Any agreement or understanding between the patent owner and a petitioner, including any collateral agreements referred to in such agreement or understanding, made in connection with, or in contemplation of, the termination of an inter partes review under this section shall be in writing and a true copy of such agreement or understanding shall be filed in the Office before the termination of the inter partes review as between the parties.

Id. Pursuant to that statute, in connection with the joint motions to terminate, the parties also filed a copy of their written settlement agreement (Exhibit 1029 in IPR2022–00692 and Exhibit 1030 in IPR2022–00698, hereafter “Settlement Agreement”), and joint requests that the Settlement Agreement be treated as business confidential information.¹ IPR2022–00692, Paper 14; IPR2022–00698, Paper 13.

The parties represent in their joint motions that they have settled their dispute and that the pending litigation between the parties involving the patents “will be dismissed.” 692 Mot. 1–2; 698 Mot. 1–2. The parties further represent that the filed settlement agreement is a true copy and that “there are no other agreements, oral or written, between the parties made in

¹ The Board granted authorization to file papers on October 4, 2022, via an email responding to the parties’ email requesting such an authorization, pursuant to 37 C.F.R. § 42.20(b).

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connection with, or in contemplation of, the termination of these proceedings.” 692 Mot. 1; 698 Mot. 1.

The Board generally expects that a case “will terminate after the filing of a settlement agreement, unless the Board has already decided the merits.” Office Patent Trial Practice Guide, 77 Fed. Reg. 48,756, 48,768 (Aug. 14, 2012); *see* 37 C.F.R. § 42.72. Prior to the Board deciding the merits, under the circumstances presented here, we determine that it is appropriate to terminate these proceedings with respect to both Petitioner and Patent Owner. Accordingly, we grant the parties’ joint motions to terminate.

We also determine that the parties have complied with the requirements of 37 C.F.R. § 42.74(c) to have the Settlement Agreement treated as business confidential information and kept separate from the patent files of the challenged patents. Thus, we grant the joint requests to treat the Settlement Agreement as business confidential.

Accordingly, it is

ORDERED that the joint motions to terminate are GRANTED;

FURTHER ORDERED that IPR2022-00692 and IPR2022-00698 are TERMINATED; and

FURTHER ORDERED that the joint requests to treat the parties’ Settlement Agreement as business confidential information, to be kept separate from the patent files, are GRANTED.

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