

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

WEATHER SHIELD MFG., INC.,
Petitioner,

v.

QUAKER WINDOW PRODUCTS CO.,
Patent Owner.

IPR2022-01166
Patent 10,107,027 B1

Before BENJAMIN D. M. WOOD, BARRY L. GROSSMAN, and
ERIC C. JESCHKE, *Administrative Patent Judges*.

WOOD, *Administrative Patent Judge*.

TERMINATION

Due to Settlement After Institution of Trial and
Granting Request to File Settlement Agreement
as Business Confidential Information
35 U.S.C. § 317; 37 C.F.R. § 42.74

I. INTRODUCTION

On April 20, 2023, with the Board’s authorization,¹ Petitioner and Patent Owner (collectively, “the Parties”) filed a Joint Motion to terminate the above-captioned *inter partes* review proceeding. Paper 12 (“Joint Motion”). Along with the Joint Motion, the Parties filed a copy of a Settlement Agreement. Ex. 2001 (“Settlement Agreement”).² The Joint Motion includes a request to treat the Settlement Agreement as business confidential information and keep it separate from the file of U.S. Patent No. 10,107,027 B1 (“the ’027 patent”). Joint Motion 2, 4–5.

II. DISCUSSION

Under 35 U.S.C. § 317(a), “[a]n *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.” 35 U.S.C. § 317(a) also provides that if no petitioner remains in the *inter partes* review, the Office may terminate the review.

In the Joint Motion, the Parties represent that the Settlement Agreement resolves their disputes involving the ’027 patent. Joint Motion 2–3. The Parties also represent that they have filed a true copy of the Settlement Agreement made in connection with, or in contemplation of, the

¹ See Ex. 3001 (email dated April 20, 2023 authorizing Joint Motion).

² The Joint Motion cites Exhibit 1016 as the Settlement Agreement. Joint Motion 2. However, the record in this proceeding does not include an Exhibit 1016. Exhibit 2001, filed on the same day as the Joint Motion, is a document named “Confidential Settlement Agreement” that contains terms of settlement between the Parties. We deem the erroneous citation harmless error.

termination of the above-captioned proceeding. *Id.* at 3. The Settlement Agreement states that “[t]he Parties acknowledge, accept, warrant and represent that (i) this is an enforceable agreement; [and] (ii) this Agreement embodies the entire and only understanding of each of them with respect to the subject matter of the Agreement.” Ex. 2001 ¶ 6.11.

We instituted trial for the above-identified *inter partes* review proceeding on January 4, 2023. *See* Paper 9. We have not yet decided the merits of the proceeding, and a final written decision has not been entered. Notwithstanding that the proceeding has moved beyond the preliminary stage, the Parties have shown adequately that the termination of the proceeding is appropriate. Under these circumstances, we determine that good cause exists to terminate the proceeding with respect to the Parties.

The Parties jointly request that the Settlement Agreement be treated as business confidential information and kept separate from the file of the ’027 patent. Joint Motion 2, 4–5. After reviewing the Settlement Agreement, we find that it contains confidential business information regarding the terms of settlement. Thus, good cause exists to treat the Settlement Agreement 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, it is:

ORDERED that the Joint Motion to terminate (Paper 12) is *granted*, and IPR2022-01166 is *terminated* with respect to Petitioner and Patent Owner; and

FURTHER ORDERED that the Parties' joint request to treat the Settlement Agreement as business confidential information is *granted*, and the Settlement Agreement (Ex. 2001) shall be kept separate from the file of U.S. Patent No. 10,107,027 B1, 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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