

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

EASTPOINT SPORTS LTD., LLC,
Petitioner,

v.

SAPHIRE HOSPITALITY, INC.,
Patent Owner.

IPR2023-00051
Patent 9,504,892 B2

Before JAMES P. CALVE, JEREMY M. PLENZLER, and
CARL M. DEFRANCO, *Administrative Patent Judges*.

PLENZLER, *Administrative Patent Judge*.

DECISION
Settlement Prior to Institution of Trial
37 C.F.R. § 42.74

I. INTRODUCTION

With the Board's authorization, EastPoint Sports Ltd., LLC ("Petitioner") and Sapphire Hospitality, Inc. ("Patent Owner") (collectively, "the Parties") filed a Joint Motion to Terminate in the above-identified proceeding. Paper 5 ("Joint Motion" or "Joint Mot.").

Along with the Joint Motion, the Parties filed a copy of a “Confidential Settlement Agreement” between Petitioner and Patent Owner (Ex. 1024; “Settlement Agreement”) and a Joint Request (Paper 7; “Joint Request” or “Joint Req.”) that the Settlement Agreement be treated as business confidential information and kept separate from the file of U.S. Patent No. 9,504,892 B2 (“the ’892 patent”). Joint Req 2.

II. DISCUSSION

In the Joint Motion, the Parties represent that the Settlement Agreement resolves the Parties’ dispute involving the ’892 patent. Joint Mot. 2–4. The Parties represent that the Settlement Agreement is “a true and correct copy” of the agreement between the Parties “resolving all claims, controversies, and disputes relating to the alleged infringement of the ’892 Patent,” and that “[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 4. The Parties also represent that “the [related] district court proceeding has been dismissed with prejudice” and “after termination of the present *inter partes* review proceeding, there will be no pending proceedings between any of the parties regarding the ’892 Patent and the dispute will be settled.” *Id.*

This proceeding is at an early stage, and we have not yet decided whether to institute a trial in the proceeding. In view of the early stage of the proceeding and the settlement between the Parties, we determine that good cause exists to dismiss the Petition and terminate the proceeding with respect to the Parties.

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

In consideration of the foregoing, it is hereby:

ORDERED that the Joint Motion to Terminate is granted, the Petition is dismissed, and the proceeding is terminated with respect to Petitioner and Patent Owner; and

FURTHER ORDERED that the request to treat the Settlement Agreement as business confidential information is granted and the Settlement Agreement shall be kept separate from the file of U.S. Patent No. 9,504,892 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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