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Paper 8
Date: January 24, 2022

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS,
Petitioner,

v.

AGIS SOFTWARE DEVELOPMENT LLC,
Patent Owner.

IPR2023-00056
Patent 8,213,970 B2

Before DANIEL J. GALLIGAN, KEVIN C. TROCK, and IFTIKHAR AHMED, *Administrative Patent Judges*.

AHMED, *Administrative Patent Judge*.

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

DISCUSSION

With the Board's authorization, Petitioner Cellco Partnership d/b/a Verizon Wireless ("Verizon") and Patent Owner AGIS Software Development LLC ("AGIS") filed (1) a Joint Motion to Terminate Proceedings (Paper 6 ("Mot.")) based on a settlement agreement between them, (2) a true copy of their written settlement agreement (Ex. 2001), and (3) a Joint Request to Treat Settlement Agreement as Business Confidential Information and Keep Separate, Pursuant to 35 U.S.C. § 317(b) (Paper 7).

Verizon and AGIS indicate that they have entered into a written settlement agreement that settles all disputes between them, including those relating to this proceeding and the related district court action, which has now been dismissed with prejudice. Mot. 1. The parties filed what they represent is a true and correct copy of their written settlement agreement. *Id.* The parties certify that there are no collateral agreements or understandings, oral or written, made in connection with, or in contemplation of, the termination of these proceeding. *Id.* at 2–3. The parties state that termination is appropriate because the proceeding is in a preliminary stage and trial has not been instituted. *Id.* at 2.

Generally, the Board expects that a proceeding will terminate with respect to a petitioner after the filing of a settlement agreement. *See* Patent Trial and Appeal Board Consolidated Trial Practice Guide at 86 (Nov. 2019)[1] ("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."). Here, this proceeding is in the preliminary stage and

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

trial has not yet been instituted. Accordingly, we are persuaded that, under these circumstances, termination of this proceeding is appropriate.

In their Joint Request to Keep Separate, the parties ask that the settlement agreement (Ex. 2001) be treated as business confidential information and be kept separate from the file of the challenged patent. Paper 7, 1. After reviewing the settlement agreement, we find that the settlement agreement contains confidential business information regarding the terms of settlement. Accordingly, we grant the Joint Request to Keep Separate. *See* 37 C.F.R. § 42.74(c) ("A party to a settlement may request that the settlement be treated as business confidential information and be kept separate from the files of an involved patent or application.").

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

ORDER

Accordingly, it is

ORDERED that the Joint Motion to Terminate (Paper 6) is *granted*;

FURTHER ORDERED that the Joint Request to Keep Separate (Paper 7) is *granted*;

FURTHER ORDERED that the settlement agreement (Ex. 2001) be treated as business confidential information, kept separate from the file of the challenged patent, 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); and

FURTHER ORDERED that this proceeding is terminated.

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