

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

INTUITION MACHINES, INC. and CLOUDFLARE, INC.,
Petitioner,

v.

HUMAN DIFFERENTIAL INTELLIGENCE, LLC,
Patent Owner.

IPR2023-00631 (Patent 8,752,141 B2)
IPR2023-00632 (Patent 9,192,861 B2)¹

Before NATHAN A. ENGELS, GARTH D. BAER, and
BRENT M. DOUGAL, *Administrative Patent Judges*.

ENGELS, *Administrative Patent Judge*.

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

¹ This Order addresses issues that are the same in each of these proceedings. We issue one Order to be entered in each proceeding. The parties are not authorized to use this style caption unless later permitted.

I. INTRODUCTION

With the Board’s authorization, Petitioner and Patent Owner (collectively “the Parties”) filed a Joint Motion to Terminate Proceeding and Notice of Settlement (Paper 8² (“Joint Motion”)), as well as a Joint Request that Settlement Agreement Be Treated as Business Confidential Information and Kept Separate (Paper 9 (“Joint Request”)), in each of the above-identified proceedings. In support of the Joint Requests, the Parties filed a copy of a Settlement and License Agreement in each proceeding. Ex. 1062 (“Agreement”).

II. DISCUSSION

In the Joint Motions, the Parties represent that the Agreement provides for the “dismissal with prejudice of the district court litigation between Patent Owner and Petitioner Cloudflare, Inc. involving the ’141 and ’861 patents, and a request for termination of the pending IPRs filed by Petitioners against Patent Owner’s ’141 and ’861 patents.” Joint Motion 1. The Parties further represent that “[o]ther than the district court case between Patent Owner and Petitioner Cloudflare, Inc. that is being dismissed . . . there are no other pending litigation or post grant proceedings between the parties.” *Id.* According to the Parties, “[t]here are no other agreements, oral or written, between the parties made in connection with, or in contemplation of, the termination of these proceedings.” *Id.*

The above-identified proceedings are at an early stage, and we have not yet decided whether to institute a trial in the proceedings. In view of the

² For expediency, we cite to papers in IPR2023-00631. Similar papers were filed in IPR2023-00632.

IPR2023-00631 (Patent 8,752,141 B2)

IPR2023-00632 (Patent 9,192,861 B2)

early stage of the proceedings and the settlement between the Parties, we determine that good cause exists to dismiss the petitions and terminate these proceedings with respect to the Parties.

In the Joint Requests, the Parties request to treat the Agreement as business confidential information and keep the Agreement separate from the files of the involved patents. Joint Request 2. The Parties represent that the filed Agreement is “a true copy of the agreement between them.” *Id.* at 1. After review, we find that the Agreement contains business confidential information regarding the terms of settlement. We determine that good cause exists to treat the 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, for the reasons discussed above, it is:

ORDERED that the Joint Motions are *granted*, and the petitions in IPR2023-00631 and IPR2023-00632 are dismissed and these proceedings are *terminated*; and

FURTHER ORDERED that the Joint Requests are *granted*, and the Agreement shall be kept separate from the files of Patents 8,752,141 B2 and 9,192,861 B2, and be 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).

IPR2023-00631 (Patent 8,752,141 B2)

IPR2023-00632 (Patent 9,192,861 B2)

FOR PETITIONER:

Elliot C. Cook

Luke H. MacDonald

FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, LLP

elliott.cook@finnegan.com

luke.macdonald@finnegan.com

Christopher T. Bovenkamp

CHARHON, CALLAHAN, ROBSON, & GARZA, PLLC

cbovenkamp@ccrglaw.com

FOR PATENT OWNER:

Gregory S. Donahue

Andrew G. DiNovo

DINOVO PRICE LLP

docketing@dinovoprice.com

gdonahue@dinovoprice.com

adinovo@dinovoprice.com