

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

AMERICAN AIRLINES, INC. and
HILTON DOMESTIC OPERATING COMPANY, INC.,
Petitioner,

v.

R2 SOLUTIONS LLC,
Patent Owner.

IPR2023-00666 (Patent 8,341,157 B2)
IPR2023-00689 (Patent 8,190,610 B2)
IPR2023-00690 (Patent 7,698,329 B2)
IPR2023-00887 (Patent 8,209,317 B2)¹

Before ST. JOHN COURTENAY III, JOHN A. HUDALLA, and
KRISTI L. R. SAWERT, *Administrative Patent Judges*.

PER CURIAM.

DECISION

Settlement as to American Airlines Prior to Institution of Trial
37 C.F.R. § 42.74

¹ The parties are not authorized to use this style caption.

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I. INTRODUCTION

With the Board’s authorization, Petitioner American Airlines, Inc. (“American Airlines”) and Patent Owner R2 Solutions LLC (“R2 Solutions”) filed a Joint Motion to Terminate as to American Airlines, Inc. in each of the above-identified proceedings. Paper 10 (“Joint Motion”).² In support of each Joint Motion, American Airlines and R2 Solutions filed a copy of a Settlement and License Agreement (Ex. 1100,³ “the Settlement Agreement”) and a Joint Request to Maintain Confidentiality and to Keep Separate pursuant to 37 C.F.R. § 42.74. Paper 11 (“Joint Request”).⁴

II. DISCUSSION

In the Joint Motion, American Airlines and R2 Solutions represent that they have reached an agreement to jointly seek termination of the above-identified *inter partes* review proceedings with respect to American Airlines, and that the filed copy of the Settlement Agreement is a true and complete copy. Paper 10, 2; 37 C.F.R. § 42.74(b) (requiring a “true copy” of any agreement to be filed with the Board). American Airlines and R2 Solutions “certify that there are no other agreements, or understandings, oral

² This Decision cites to papers and exhibits IPR2023-00666. Corresponding Motions were filed in IPR2023-00689 (Paper 10), IPR2023-00690 (Paper 10), and IPR2023-00887 (Paper 8).

³ The settling parties also submitted a copy of the Settlement Agreement in IPR2023-00689 (Ex. 1100), IPR2023-00690 (Ex. 1100), and IPR2023-00887 (Ex. 1100).

⁴ Corresponding Joint Requests were filed in IPR2023-00689 (Paper 11), IPR2023-00690 (Paper 11), and IPR2023-00887 (Paper 9).

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or written, between them, including any collateral agreements, made in connection with, or in contemplation of, the termination of American from this proceeding.” Paper 10, 2; 37 C.F.R. § 42.74(b) (requiring “*Any* agreement or understanding between the parties” to be filed with the Board (emphasis added)). The Settlement Agreement indicates that it resolves all currently pending proceedings between American Airlines and R2 Solutions involving the above-identified patents at issue. Paper 10, 3–5; Ex. 1100, 1–4.

These proceedings are at an early stage, and we have not yet decided whether to institute trial in any of the proceedings. In view of the early stage of the proceedings and the settlement between American Airlines and R2 Solutions, which resolves all proceedings involving American Airlines and R2 Solutions and the above-identified patents, we determine that good cause exists to terminate the proceedings as to American Airlines. Hilton Domestic Operating Company, Inc. remains as Petitioner in the proceedings.

American Airlines’ and R2 Solutions’ Joint Requests request that the Settlement Agreement be treated as business confidential information and be kept separate from the files of the patents involved in these *inter partes* review proceedings. Paper 11, 2. After reviewing the Settlement Agreement between American Airlines and R2 Solutions, we find that the Settlement Agreement contains confidential business information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreement between American Airlines and R2 Solutions as business confidential information pursuant to 37 C.F.R. § 42.74(c).

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American Airlines and R2 Solutions also jointly request that the Settlement Agreement be accessible only by the Board, American Airlines, and R2 Solutions, and *not* be accessible by remaining Petitioner Hilton Domestic Operating Company. Paper 11, 2. We are amenable to this request. Because there is currently no mechanism in the Board's Patent Trial and Appeal Case Tracking System (P-TACTS) system to provide accessibility to only certain parties, however, the Settlement Agreement will remain accessible in P-TACTS to the Board only.

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 Motion to Terminate as to Petitioner American Airlines, Inc. in each of the above-identified proceedings is *granted*, and the proceedings are *terminated* only as to American Airlines;

FURTHER ORDERED that Hilton Domestic Operating Company, Inc. will remain as Petitioner in each of the above-identified proceedings, and the proceedings will continue;

FURTHER ORDERED that the Joint Request to Treat the Settlement and License Agreement as Business Confidential Information in each of the above-identified proceedings is *granted*, and the Settlement and License Agreement (Ex. 1100 in IPR2023-00666; Ex. 1100 in IPR2023-00689; Ex. 1100 in IPR2023-00690; and Ex. 1100 in IPR2023-00887) shall be kept

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separate from the files of U.S. Patents 8,341,157 B2; 8,190,610 B2, 7,698,329 B2; and 8,209,317 B2, and also remain designated as available only to the “Board” in the P-TACTS system, 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 the caption for each of the above-identified proceedings is modified as set forth in the attached Exhibit, and the remaining parties are directed to use this caption in all further filings.

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EXHIBIT: Sample Case Caption

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Case IPR2023-00XXX
Patent XX,XXX,XXX B2
