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Paper 16
Entered: October 4, 2023

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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HILTON DOMESTIC OPERATING COMPANY, INC.,
Petitioner,

v.

R2 SOLUTIONS LLC,
Patent Owner.

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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]

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

PER CURIAM.

DECISION
Settlement Prior to Institution of Trial
Granting Requests to Keep Settlement Agreement Confidential
*37 C.F.R. § 42.74*

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

## I. INTRODUCTION

With the Board's authorization, remaining Petitioner Hilton Domestic Operating Company, Inc. ("Hilton") and Patent Owner R2 Solutions LLC ("R2 Solutions") filed a Joint Motion to Terminate each of the above-identified proceedings. Paper 16 ("Joint Motion").[2] In support of each Joint Motion, Hilton and R2 Solutions filed a copy of a Settlement and License Agreement (Ex. 1101,[3] "the Settlement Agreement") and a Joint Request to Maintain Confidentiality and to Keep Separate pursuant to 37 C.F.R. § 42.74. Paper 17 ("Joint Request").[4] We previously terminated the proceeding in each case as to the other Petitioner, American Airlines, Inc. ("American"). Paper 12.[5]

## II. DISCUSSION

In the Joint Motion, Hilton and R2 Solutions represent that they have reached an agreement to jointly seek termination of the above-identified

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[2] This Decision cites to papers and exhibits in IPR2023-00666. Hilton and R2 Solutions filed corresponding motions in IPR2023-00689 (Paper 19), IPR2023-00690 (Paper 16), and IPR2023-00887 (Paper 14).

[3] Hilton and R2 Solutions also submitted a copy of the Settlement Agreement in IPR2023-00689 (Ex. 1101), IPR2023-00690 (Ex. 1101), and IPR2023-00887 (Ex. 1101).

[4] Hilton and R2 Solutions filed corresponding Joint Requests in IPR2023-00689 (Paper 20), IPR2023-00690 (Paper 17), and IPR2023-00887 (Paper 15).

[5] We issued corresponding termination orders as to American in IPR2023-00689 (Paper 12), IPR2023-00690 (Paper 12), and IPR2023-00887 (Paper 10).

*inter partes* review proceedings, and that the filed copy of the Settlement Agreement is a true and complete copy. Paper 16, 2; 37 C.F.R. § 42.74(b) (requiring a "true copy" of any agreement to be filed with the Board). Hilton and R2 Solutions "certify that there are no other agreements, or understandings, oral or written, between them, including any collateral agreements, made in connection with, or in contemplation of, the termination of Hilton 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 Hilton and R2 Solutions involving the above-identified patents at issue. *See* Ex. 1101, 1–9; *see also* Paper 16, 3–4.

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, the prior terminations as to American, and the settlement between Hilton and R2 Solutions, which resolves all proceedings involving Hilton and R2 Solutions and the above-identified patents, we determine that good cause exists to terminate the proceedings in their entirety.

Hilton and R2 Solutions additionally 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 17, 2. After reviewing the Settlement Agreement between Hilton 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 Hilton and R2 Solutions as business confidential information pursuant to 37 C.F.R. § 42.74(c).

Hilton and R2 Solutions also jointly request that the Settlement Agreement be accessible only by the Board, Hilton, and R2 Solutions, meaning that it would *not* be accessible by American. Paper 17, 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 in each of the above-identified proceedings is *granted*, and the proceedings are *terminated* with respect to all parties; and

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. 1101 in IPR2023-00666; Ex. 1101 in IPR2023-00689; Ex. 1101 in IPR2023-00690; and Ex. 1101 in IPR2023-00887) shall be kept 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).

IPR2023-00666 (Patent 8,341,157 B2)
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