

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

FREEWHEEL MEDIA, INC.,
Petitioner,

v.

ALMONDNET, INC.,
Patent Owner.

IPR2024-00416
Patent 8,775,249 B2

Before NABEEL U. KHAN, SCOTT B. HOWARD, and DAVID COTTA
Administrative Patent Judges.

COTTA, *Administrative Patent Judge.*

TERMINATION

Due to Settlement After Institution of Trial
Granting Joint Request to Treat Settlement Agreement as
Business Confidential Information
35 U.S.C. § 317; 37 C.F.R. § 42.74

The parties filed a joint motion to terminate the instant proceeding on the basis of a settlement reached by the parties. *See* Paper 26 (“Mot.”); 35 U.S.C. § 317(a); 37 C.F.R. §§ 42.72, 42.74. The parties also filed a copy of their written settlement agreement (Exhibit 1059), along with a joint request (Paper 27, “Request”) to treat the agreement as business confidential information under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

In the joint motion to terminate, the parties represent that they “have entered into a release agreement that resolves all underlying disputes between Petitioner and Patent Owner with respect to [the challenged patent],” and the related district court case between the parties involving the challenged patent “has been dismissed with prejudice pursuant to settlement and no further litigation between the [p]arties is contemplated.” Mot. 1. The parties further state that they filed a “true copy” of their settlement agreement and “[t]here are no other agreements, oral or written, between the [p]arties made in connection with, or in contemplation of, the termination of this proceeding.” *Id.* Under these circumstances, we determine that it is appropriate to terminate the instant proceeding without rendering any further decisions.

The parties request that “the true copy of their release agreement, filed concurrently herewith as Exhibit 1059, be treated as business confidential information and be kept separate from the file of this inter partes review (IPR) proceeding.” Request 1. The parties also request that “the Board order that in the event a person or entity makes a written request, as stated in 37 C.F.R. § 42.74(c)(1)–(2), for access to the release agreement, that any such written request be served upon the [p]arties on the day the written request is provided to the Board.” *Id.* We grant the parties request that we treat their release agreement as business confidential information that is kept separate from the file of this inter partes review. However, neither the statute nor the rule provides for noticing the parties of a request for access to a settlement agreement. Accordingly, the Board will not provide the requested notice.

In consideration of the foregoing, it is hereby:

ORDERED that the parties' request that the settlement agreement (Exhibit 1059) be treated as business confidential information, kept separate from the file of U.S. Patent No. 8,775,249 B2, and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), is *granted*;

FURTHER ORDERED that the parties' request that the Board order that in the event a person or entity makes a written request for access to the release agreement, any such written request be served upon the parties on the day the written request is provided to the Board is *denied*; and

FURTHER ORDERED that the joint motion to terminate is *granted* and the proceeding is hereby *terminated*.

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