Trials@uspto.gov
571-272-7822

Paper 26
Date: October 2, 2025

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

QUOTIENT TECHNOLOGY, LLC,
Petitioner,

v.

INTELLIGENT CLEARING NETWORK INC.,
Patent Owner.

IPR2024-01323 (Patent 9,070,133 B2)
IPR2024-01324 (Patent 9,098,855 B2)[1]

Before GEORGIANNA W. BRADEN, GEORGE R. HOSKINS, and LISA L. TSANG, *Administrative Patent Judges*.

HOSKINS, *Administrative Patent Judge*.

TERMINATION
Due to Settlement After Institution of Trial
35 U.S.C. § 317; 37 C.F.R. § 42.74

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[1] This Order addresses issues that are the same in both proceedings, so we issue one Order to be entered in each proceeding.

I. INTRODUCTION

With the Board's prior authorization, Petitioner and Patent Owner (collectively "the Parties") filed a Joint Motion to Terminate in both of these proceedings. *See* Paper 23 ("Joint Motion").[2] In support of the Joint Motion, the Parties filed a copy of a Settlement and License Agreement (Ex. 2002, "Settlement Agreement"), as well as a Joint Request to File the Settlement Agreement as Business Confidential Information (Paper 24, "Joint Request").

II. DISCUSSION

In the Joint Motions, the Parties represent "they have reached an agreement resolving the dispute involving the patent[s] at issue." Joint Motion 1. The Parties further represent that the filed copy of the Settlement Agreement "is a true and correct copy" of the Settlement Agreement "governing the resolution of the *inter partes* review and District Court litigation," and that "there are currently no other collateral agreements, oral or written, between the parties made in connection with, or in contemplation of, the termination of" the proceedings. *Id.* at 1–2.

Under 35 U.S.C. § 317(a), "[a]n inter partes review instituted under this chapter shall be terminated with respect to any petitioner upon the joint request of the petitioner and the patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed." Section 317(a) also provides that if no petitioner remains in the *inter partes* review, the Office may terminate the review.

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[2] For expediency, we cite to papers in IPR2024-01323. Similar papers were filed in IPR2024-01324.

We instituted a trial in both of these proceedings, but we have not yet decided the merits of the proceedings, and final written decisions have not been entered. Notwithstanding that the proceedings have moved beyond the preliminary stage, the Parties have shown adequately that termination of the proceedings is appropriate. Under these circumstances, we determine good cause exists to terminate the proceedings with respect to the Parties.

In the Joint Requests, the Parties represent that the Settlement Agreement "has not been made publicly available" and "contain[s] highly sensitive confidential business information." Joint Request 1. Accordingly, the Parties request that the Settlement Agreement "be kept separate from the file of the involved patents," and "be made available only to Federal Government agencies on written request or to any person showing of good cause pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c)." *Id.* After reviewing the Settlement Agreement, we find that it contains confidential business information regarding the terms of settlement. We determine good cause exists to treat the Settlement Agreement as business confidential information pursuant to 37 C.F.R. § 42.74(c).

The Parties additionally "request that they be notified if and when the Board receives and/or considers a request for access to the settlement agreement and be offered an opportunity to respond to any such request." Joint Request 1. The Parties cite *Arista Networks, Inc. v. Castlemorton Wireless, LLC*, IPR2020-00986, Paper 7, 4 (PTAB Oct. 28, 2020), in connection with this aspect of the Joint Request, without further explanation. *See* Joint Request 1. We acknowledge that the Board there stated: "In the rare event that the Board were to consider granting a request by a third-party (not a Federal Government agency), the Board will notify the parties to the

agreement and will provide an opportunity to respond to the request." *Arista Networks*, Paper 7, at 4.

However, we have no procedure for notifying parties and receiving responses to requests to access business confidential information, and, further, our regulations do not require us to do so. Therefore, we decline to issue an order regarding notification and response upon receiving access requests for the Settlement Agreement.

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 IPR2024-01323 and IPR2024-01324 are *terminated* pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the Joint Requests are *granted in part*, and the Settlement Agreement (Exhibit 2002 in both cases) shall be kept separate from the files of U.S. Patent Nos. 9,070,133 B2 and 9,098,855 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 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

FOR PETITIONER:

Brian M. Buroker
Emily Whitcher
Ronald Lee
GIBSON, DUNN & CRUTCHER LLP
bburoker@gibsondunn.com
ewhitcher@gibsondunn.com
ronaldlee@gibsondunn.com

FOR PATENT OWNER:

Wayne M. Helge
James T. Wilson
BUNSOW DE MORY LLP
whelge@bdiplaw.com
jwilson@bdiplaw.com