

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

CAST LIGHTING, LLC,
Petitioner,

v.

WANGS ALLIANCE CORPORATION d/b/a WAC LIGHTING,
Patent Owner.

PGR2021-00012
Patent 10,571,101 B2

Before TREVOR M. JEFFERSON, PATRICK M. BOUCHER, and
ELIZABETH M. ROESEL, *Administrative Patent Judges*.

BOUCHER, *Administrative Patent Judge*.

TERMINATION
Due to Settlement After Institution of Trial
35 U.S.C. § 327; 37 C.F.R. § 42.74

With our authorization, the parties filed a Joint Motion to Terminate this proceeding (Paper 33 (“Joint Motion”)) and a Joint Request to File a Settlement Agreement as Business Confidential Information (Paper 34 (“Joint Request”)). With the Joint Motion and Joint Request, the parties filed Exhibit 2015 (“Settlement Agreement”), which they describe as “a true copy of their settlement agreement,” Paper 34, 1, and as “a confidential settlement agreement that resolves all underlying disputes between the parties with respect to this post-grant review (PGR) proceeding,” Paper 33, 1. In their Joint Motion, the parties represent that “[t]here are no other agreements, oral or written, between the parties made in connection with, or in contemplation of, the termination of this proceeding.” Paper 33, 3. The parties request that “Exhibit 2015[] be treated as business confidential information and be kept separate from the file of this post-grant review (PGR) proceeding” and “kept separate from the files of the involved patent.” Paper 33, 1; Paper 34, 1.

Under 35 U.S.C. § 327(a), “[a] post-grant 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.” The parties represent that Exhibit 2015 is a true copy of their settlement agreement, and, after reviewing the exhibit, we find that the parties’ characterization of the settlement agreement as “confidential” is accurate, as the exhibit appears to contain confidential business information regarding the terms of the settlement. Ex. 2015; Paper 34, 1.

We have not yet decided the merits of this proceeding, and a final written decision has not been entered in this proceeding. Post-institution

briefs have not yet been filed, and an oral hearing has not yet been held. Under these circumstances, we determine that it is appropriate to terminate the proceeding and to treat the Settlement Agreement as business confidential information pursuant to 35 U.S.C. § 327(b).

We accordingly determine that it is appropriate to terminate this proceeding without rendering a Final Written Decision as to the patentability of the challenged claims of U.S Patent 10,571,101 B2, and grant the Joint Motion and Joint Request.

It is

ORDERED that the Joint Motion to Terminate is *granted*;

FURTHER ORDERED that this proceeding is hereby terminated as to all parties;

FURTHER ORDERED that the Joint Request to File the Settlement Agreement as Business Confidential Information is *granted*;

FURTHER ORDERED that the filed Settlement Agreement (Ex. 2015) be treated as business confidential information pursuant to 35 U.S.C. § 327(b) and 37 C.F.R. § 42.74(c), be kept separate from the file of the above-referenced proceeding and from the file of U.S. Patent 10,571,101, and also remain designated as “Parties and Board Only” in the Board’s E2E system.

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