

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

FORTE LABS, INC.,
Petitioner,

v.

POCKETFUL OF QUARTERS, INC.,
Patent Owner.

PGR2022-00058
Patent 11,189,131 B1

Before BENJAMIN D. M. WOOD, CYNTHIAL. MURPHY, and
RICHARD H. MARSCHALL, *Administrative Patent Judges*.

WOOD, *Administrative Patent Judge*.

TERMINATION

Due to Settlement After Institution of Trial and
Granting Request to File Settlement Agreement
as Business Confidential Information
35 U.S.C. § 327; 37 C.F.R. § 42.74

I. INTRODUCTION

With the Board’s authorization,¹ Petitioner and Patent Owner (collectively, “the Parties”) filed a Joint Motion to terminate the above-captioned post-grant review proceeding. Paper 26 (“Joint Motion”). Along with the Joint Motion, the Parties filed a copy of a Confidential Termination Agreement. Ex. 1015. The Joint Motion includes a request to treat the Confidential Termination Agreement as business confidential information and keep it separate from the file of U.S. Patent No. 11,189,131 B1 (“the ’131 patent”). Joint Motion 1, 2, 5–6.

II. DISCUSSION

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.” 35 U.S.C. § 327(a) also provides that if no petitioner remains in the post-grant review, the Office may terminate the review.

The Parties entered into the Confidential Termination Agreement to resolve their disputes involving the ’131 patent. Joint Motion 2–4. The Parties represent that they have filed a true copy of the Confidential Termination Agreement as Exhibit 1015. *Id.* at 2.

We instituted trial for the above-identified post-grant review proceeding on March 23, 2023. *See* Paper 19. We have not yet decided the merits of the proceeding, and a final written decision has not been entered. Notwithstanding that the proceeding has moved beyond the preliminary

¹ *See* Ex. 3003 (email dated October 2, 2023 authorizing Joint Motion).

stage, the Parties have adequately shown that the termination of the proceeding is appropriate. Under these circumstances, we determine that good cause exists to terminate the proceeding with respect to the Parties.

The Parties jointly request that the Confidential Termination Agreement be treated as business confidential information and kept separate from the file of the '131 patent. Joint Motion 1, 2, 5–6. After reviewing the Confidential Termination Agreement, we find that it contains confidential business information regarding the terms of settlement. Thus, good cause exists to treat the Confidential Termination Agreement as business confidential information pursuant to 37 C.F.R. § 42.74(c).

This Order does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

III. ORDER

Accordingly, it is:

ORDERED that the Joint Motion to terminate (Paper 26) is *granted*, and PGR2023-00058 is *terminated* with respect to Petitioner and Patent Owner; and

FURTHER ORDERED that the Parties' joint request to treat the Confidential Termination Agreement as business confidential information is *granted*, and the Confidential Termination Agreement (Ex. 1015) shall be kept separate from the file of U.S. Patent No. 11,189,131 B2, 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).

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