

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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J&M MANUFACTURING CO., INC.,  
Petitioner,

v.

UNVERFERTH MANUFACTURING CO., INC.,  
Patent Owner.

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Case IPR2016-00064  
Patent 6,176,504 B1

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Before RICHARD E. RICE, SCOTT A. DANIELS, and MITCHELL  
WEATHERLY, *Administrative Patent Judges*.

RICE, *Administrative Patent Judge*.

DECISION

Termination of the Proceeding  
*37 C.F.R. §§ 42.5(a), 42.22, 42.71(a), 42.74*

On April 18, 2016, Petitioner and Patent Owner (collectively referred to as “the Parties”) filed a Joint Motion to Terminate this proceeding involving U.S. Patent No. 6,176,504 B1. Paper 8 (“Joint Motion to Terminate”); *see 37 C.F.R. §§ 42.5(a), 42.22, 42.71(a), 42.74*. Authorization to file the motion was given via e-mail correspondence from the Board on April 15, 2016. Along with the Joint Motion to Terminate, the Parties filed a true copy of their written settlement agreement (Ex. 1015), as well as a separate motion (Paper 9) requesting to have

their settlement agreement be treated as business confidential information under 37 C.F.R. § 42.74(c). The Parties state on the second page of their Joint Motion to Terminate: “The parties have settled their dispute and have reached agreement to terminate this *inter partes* review. . . . The parties have settled the related district court litigation and have filed a Stipulation of Dismissal in that case.”

While the Board is not a party to the settlement, and may identify independently any question of patentability, *see* 37 C.F.R. § 42.74(a), the Board generally expects that a proceeding will terminate after the filing of a settlement agreement. *See Office Patent Trial Practice Guide*, 77 Fed. Reg. 48,756, 48,768 (Aug. 14, 2012). Upon consideration of the Parties’ Joint Motion to Terminate, we determine that terminating the instant proceeding with respect to both parties, without rendering a final written decision, conserves the Board’s resources, promotes efficiency, and minimizes unnecessary costs. We further note the early, pre-institution stage of this proceeding.

Further, on February 3, 2016, Patent Owner filed its Preliminary Response (Paper 6), along with a Motion to Seal the Preliminary Response (Paper 7). Patent Owner represented on pages 2–3 of its Motion to Seal that the Preliminary Response references settlement terms “that both parties consider confidential, sensitive information.” Petitioner did not file an opposition to Patent Owner’s Motion to Seal.

It is

ORDERED that, as requested jointly by the Parties (Paper 9), the Parties’ settlement agreement (Ex. 1015) will be treated as business confidential information under 37 C.F.R. § 42.74(c);

FURTHER ORDERED that, as requested by Patent Owner (Paper 7), Patent Owner’s Preliminary Response will be treated as business confidential information

under 37 C.F.R. § 42.74(c); and

FURTHER ORDERED that the Parties' Joint Motion to Terminate IPR2016-00064 (Paper 8) is *granted*, and this proceeding is hereby *terminated*.

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