

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

RAVIN CROSSBOWS, LLC,
Petitioner,

v.

PRECISION SHOOTING EQUIPMENT, INC.,
Patent Owner.

Case IPR2017-01549
Patent 8,453,631 B1

Before BARRY L. GROSSMAN, BART A. GERSTENBLITH, and
SCOTT C. MOORE, *Administrative Patent Judges*.

MOORE, *Administrative Patent Judge*.

DECISION

Granting Joint Motion to Terminate Proceeding
35 U.S.C. § 317(a); 37 C.F.R. § 42.72

Granting Joint Request to Treat Settlement Agreement
as Business Confidential Information
35 U.S.C. § 317(b); 37 C.F.R. § 42.74(c)

Pursuant to our e-mail authorization on October 13, 2017, Petitioner, Ravin Crossbows, LLC, and Patent Owner, Precision Shooting Equipment, Inc., filed a Joint Motion to Terminate Proceeding (Paper 8, “Joint Motion to Terminate”) and a Joint Motion to File Settlement Agreement as Confidential Business Information (Paper 10, “Joint Motion re Business Confidential”). Pursuant to 37 C.F.R. § 42.74(b), the parties also filed what they represent is a true copy of their written settlement agreement (Paper 9, “Settlement Agreement”). The Settlement Agreement is also referred to as “Exhibit R1019.” *See* Joint Motion to Terminate, 5. There is no Exhibit R1019 in the record of this proceeding. Accordingly, we refer to Paper 9 as the Settlement Agreement.

Petitioner’s Petition for *Inter Partes* Review of U.S. Patent No. 8,453,631 B1 (“the ’631 patent”) was filed on June 9, 2017 (“the Petition”). *See* Paper 1. In the Joint Motion to Terminate, the parties indicate that they now have reached an agreement settling all of their disputes involving the ’631 patent. Joint Motion to Terminate, 3–5. The parties’ settlement includes dismissing a related district court proceeding between the parties involving the ’631 patent. *Id.* at 2–3. The parties certify that the Settlement Agreement constitutes the entire understanding and agreement between the Parties, and that there are no other collateral agreements or understandings made in connection with, or in contemplation of, terminating this *inter partes* review. *Id.* at 4–5.

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 patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed.” The

parties indicate that termination as to both parties is appropriate here. As the parties note, we have not rendered a Final Written Decision on the merits. Joint Motion to Terminate, 4. Furthermore, we have not issued a decision on institution in this proceeding.

In view of the early stage of this proceeding and the other circumstances present here, we agree that termination of this proceeding is appropriate. Indeed, there are strong public policy reasons to favor settlement between the parties to a proceeding. *Office Patent Trial Practice Guide*, 77 Fed. Reg. 48,756, 48,768 (Aug. 14, 2012). Accordingly, we determine that it is appropriate to terminate this proceeding without rendering a final written decision. *See* 37 C.F.R. § 42.72.

Accordingly, it is:

ORDERED that the Joint Motion (Paper 10) that the Settlement Agreement (Paper 9) be treated as business confidential information and kept separate from the file of U.S. Patent No. 8,453,631 B1, under the provisions of 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), is *granted*; and

FURTHER ORDERED that the Joint Motion to Terminate Proceeding (Paper 8) is *granted*, and this proceeding is hereby *terminated*.

IPR2017-01549
Patent 8,453,631 B1

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