

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SUPERCELL OY,
Petitioner,

v.

GREE, INC.,
Patent Owner.

IPR2020-00893 (Patent 10,279,262 B2)
IPR2020-00993 (Patent 10,286,318 B2)
PGR2020-00042 (Patent 10,307,678 B2)
PGR2020-00052 (Patent 10,335,682 B2)
PGR2020-00067 (Patent 10,398,978 B2)

Before MICHAEL W. KIM, *Vice Chief Administrative Patent Judge*,
LYNNE H. BROWNE, HYUN J. JUNG, AMANDA F. WIEKER, and
RICHARD H. MARSCHALL, *Administrative Patent Judges*.¹

PER CURIAM

DECISION
Settlement Prior to Institution of Trial
37 C.F.R. § 42.74

¹ This is not a Decision from an expanded panel of the Board. Rather, we exercise our discretion to issue one Decision for all of the above-listed proceedings. The proceedings have not been consolidated, and the parties are not authorized to use this caption format.

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I. INTRODUCTION

In each of the above-captioned proceedings, Supercell Oy (“Petitioner”) and GREE, Inc. (“Patent Owner”) (collectively “the Parties”) filed a Joint Motion to Terminate. Paper 10 (“Joint Motion”).² Accompanying each Joint Motion, the Parties filed a copy of a stipulated dismissal from the parallel district court proceeding involving the Parties. *See, e.g.*, PGR2020-00052, Ex. 1023.³ The Parties also filed a Joint Statement Clarifying the Joint Motion to Terminate in each of the above-captioned proceedings. Paper 11 (“Joint Statement”).

II. DISCUSSION

In each Joint Motion, the Parties state that they “have reached a settlement agreement and jointly seek termination” of the above-captioned proceedings. Joint Motion 1. In each Joint Statement, the Parties clarify that they “do not have a ‘written settlement agreement,’” but that they “have only a stipulated dismissal of the Parties’ claims and defenses with respect to [the patent] challenged in the [instant Patent Trial and Appeal Board (“PTAB”) proceeding], in the parallel district court proceeding regarding the same.” Joint Statement 1. The following table identifies the stipulated dismissals relied upon by the Parties, along with the corresponding patent(s) and PTAB proceeding(s):

² For purposes of expediency, we refer to the Papers filed in PGR2020-00052. The parties filed similar papers in each of the other proceedings captioned above.

³ *See also* IPR2020-00893, Ex. 1038; IPR2020-00993, Ex. 1035; PGR2020-00042, Ex. 1017; PGR2020-00067, Ex. 1020.

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Title	<i>GREE, Inc. v. Supercell Oy</i> , Case No.	U.S. Patent	AIA Case, Exhibit No.
Stipulation of Dismissal	2:19-cv-00161-JRG-RSP (E.D. Tex.)	10,286,318 10,279,262	IPR2020-00893, Ex. 1038 IPR2020-00993, Ex. 1035
Stipulation of Partial Dismissal of Counts V, VIII, and IX	2:19-cv-00200-JRG-RSP (E.D. Tex)	10,307,678 10,335,682 10,398,978	PGR2020-00042, Ex. 1017 PGR2020-00052, Ex. 1023 PGR2020-00067, Ex. 1020

In each stipulated dismissal, the Parties state that in consideration of GREE’s agreement to dismiss the action (or certain patents thereof) with prejudice, Supercell agrees to request termination of its PTAB proceeding(s) challenging the relevant patent(s) and agrees not to participate in the PTAB proceeding(s) if instituted by the Patent Trial and Appeal Board. *See, e.g.*, Ex. 1023, 1. The Parties state further that, aside from the stipulated dismissals, “there is no other written agreement or understanding between the Parties made in connection with, or in contemplation of, the termination of” the above-captioned proceedings. Joint Statement 1.

The Parties argue that “[t]ermination of each proceeding is proper” because:

The parties have executed stipulated dismissals regarding the Patents at Issue, a respective true copy of which is filed herewith. The Board has not yet reached institution decisions

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regarding the proceedings⁴ No motions are outstanding in these proceedings and no other party's rights will be prejudiced by the terminations of these proceedings.

Joint Motion 2.

There are strong public policy reasons to favor settlement between the parties to a proceeding. *Office Patent Trial Practice Guide*, 84 Fed. Reg. 64,280 (Nov. 21, 2019). Each of the above-captioned proceedings is in its preliminary stage, and we have not yet decided whether to institute a trial. In view of the early stage in these proceedings and the settlement agreement between the Parties, we determine that good cause exists and that it is appropriate to dismiss the petition and terminate each of these proceedings as to the Parties, without rendering a decision on institution or a final written decision. *See* 37 C.F.R. § 42.74.

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 Motions to Terminate are *granted*; and
FURTHER ORDERED that the preliminary proceedings in
IPR2020-00893, IPR2020-00993, PGR2020-00042, PGR2020-00052, and
PGR2020-00067 are *terminated* and their petitions are *dismissed*.

⁴ Institution was denied in IPR2020-00310. The Parties' Joint Motion with respect to that proceeding is not addressed in this Decision. A decision will be issued in that proceeding separately.

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For PETITIONER:

Brian M. Hoffman
Michael J. Sacksteder
Kevin X. McGann
Jennifer R. Bush
Geoffrey Miller
Dargaye H. Churnet
Scott D. Baker
FENWICK & WEST LLP
bhoffman@fenwick.com
msacksteder@fenwick.com
kmcgann@fenwick.com
jbush@fenwick.com
gmiller@fenwick.com
dchurnet@fenwick.com
sbaker@fenwick.com

For PATENT OWNER:

John C. Alemanni
Andrew Rinehart
Joshua H. Lee
KILPATRICK TOWNSEND & STOCKTON LLP
jalemanni@kilpatricktownsend.com
arinehart@kilpatricktownsend.com
jlee@kilpatricktownsend.com

Scott A. McKeown
ROPES & GRAY LLP
scott.mckeown@ropesgray.com