

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SANTA'S BEST,
Petitioner,

v.

VARIABLE LIGHTING LLC,
Patent Owner.

Case IPR2016-01066
Patent 6,285,140 B1

Before THOMAS L. GIANNETTI, PATRICK M. BOUCHER, and
MELISSA A. HAAPALA, *Administrative Patent Judges*.

HAAPALA, *Administrative Patent Judge*.

ORDER
Conduct of the Proceeding
37 C.F.R. § 42.5

On January 26, 2017, Patent Owner filed a Motion to Extend Due Date for filing Patent Owner's response to the petition and motion to amend. Paper 14. Patent Owner states in its motion that the parties have reached a settlement in principle and expect the finalization of the agreement will be completed in a few days. *Id.*

The Scheduling Order for this proceeding sets forth various due dates for the parties to take action after institution. Paper 11, 5–8. In particular, the Scheduling Order sets forth that Patent Owner's response and motion to amend must be filed by DUE DATE 1. *Id.* at 5–6. The Scheduling Order also authorizes the parties to stipulate to different dates for DUE DATES 1 through 5. *Id.* at 5. We require that a notice of the stipulation, specifically identifying the changed due dates, be promptly filed. *Id.*

Patent Owner represents that Petitioner agrees to the extension. Paper 14. Because the parties were authorized to stipulate to a different due date for DUE DATE 1, and in light of Patent Owner's representation that the request is unopposed, we treat the Motion to Extend as a Notice of Stipulation to extend DUE DATE 1 to February 6, 2017. *See id.* Accordingly, we dismiss the Motion to Extend as moot. In the event a settlement agreement is not concluded, Patent Owner is reminded of the requirement to confer with the Board before filing a Motion to Amend and to arrange for a conference call with the panel and opposing counsel at least one week before DUE DATE 1. *See id.* at 3.

Our rules provide that the parties may agree to settle any issue in a proceeding pursuant to a written agreement, a copy of which shall be filed with the Board before termination of the trial. 37 C.F.R. § 42.74(a)–(b). Any agreement or understanding between the patent owner and a petitioner, including any collateral agreements referred to in such agreement or understanding made in connection

IPR2016-01066
Patent 6,285,140 B1

with, or in contemplation of, the termination of *inter partes* review shall be in writing and a true copy of such agreement or understanding shall be filed in the Office before the termination of such review as between the parties. 35 U.S.C. § 317(b). Should the parties reach a settlement and wish to file a motion to terminate this proceeding, we remind the parties to seek prior authorization for the motion as required under 37 C.F.R. § 42.20(b).

It is

ORDERED that the Motion to Extend Due Date is *dismissed* as moot.

IPR2016-01066
Patent 6,285,140 B1

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