

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

MICROSOFT CORPORATION,
Petitioner,

v.

WINDY CITY INNOVATIONS, LLC,
Patent Owner.

Case IPR2017-00603 (Patent 8,473,552 B1)
Case IPR2017-00605 (Patent 8,407,356 B1)
Case IPR2017-00606 (Patent 8,694,657 B1)
Case IPR2017-00656 (Patent 8,694,657 B1)
Case IPR2017-00669 (Patent 8,458,245 B1)

Before KARL D. EASTHOM, DAVID C. McKONE, and J. JOHN LEE,
Administrative Patent Judges.

LEE, *Administrative Patent Judge.*

DECISION
Motion to Dismiss
37 C.F.R. § 42.71(a)

IPR2017-00603 (Patent 8,473,552 B1)
IPR2017-00605 (Patent 8,407,356 B1)
IPR2017-00606 (Patent 8,694,657 B1)
IPR2017-00656 (Patent 8,694,657 B1)
IPR2017-00669 (Patent 8,458,245 B1)

Petitioner Microsoft Corporation and Patent Owner Windy City Innovations, LLC, filed a Joint Motion to Terminate Proceeding (Paper 7¹) and a Joint Motion to Treat Settlement Agreement as Business Confidential Information (Paper 8) in each of the above-captioned cases. The parties represent that they have reached a settlement agreement, which is in writing and a true copy of which has been filed in conjunction with the above motions as required under 37 C.F.R. § 42.74(b). Paper 7, 2; Ex. 2001. The parties also certify that no other agreements exist between the parties concerning these cases or the patents at issue. *Id.*

We construe each Joint Motion to Terminate as a motion to dismiss under 37 C.F.R. § 42.71(a) because no *inter partes* review has yet been instituted in these cases. At this early stage, we determine that dismissal is warranted in light of the parties' joint requests and their settlement agreement. We further determine that the settlement agreement filed by the parties constitutes business confidential information. Therefore, the parties' joint motions discussed above are *granted*.

ORDER

It is

ORDERED that the parties joint motion to dismiss in each of the above-captioned cases is *granted*, and each case is *dismissed*; and

¹ All citations herein are to the record in IPR2017-00603. Similar filings were made in each of the above-captioned cases.

IPR2017-00603 (Patent 8,473,552 B1)
IPR2017-00605 (Patent 8,407,356 B1)
IPR2017-00606 (Patent 8,694,657 B1)
IPR2017-00656 (Patent 8,694,657 B1)
IPR2017-00669 (Patent 8,458,245 B1)

FURTHER ORDERED that the parties' Joint Motion to Treat Settlement Agreement as Business Confidential Information in each of the above-captioned cases is *granted*, and Exhibit 2001 in each case shall be kept separate from the pertinent file consistent with 37 C.F.R. § 42.74(b).

IPR2017-00603 (Patent 8,473,552 B1)
IPR2017-00605 (Patent 8,407,356 B1)
IPR2017-00606 (Patent 8,694,657 B1)
IPR2017-00656 (Patent 8,694,657 B1)
IPR2017-00669 (Patent 8,458,245 B1)

PETITIONER:

Joseph A. Micallef
John W. McBride
Herman F. Webley
SIDLEY AUSTIN LLP
jmicallef@sidley.com
jwmcbride@sidley.com
hwebley@sidley.com

Todd M. Siegel
KLARQUIST SPARKMAN LLP
todd.siegel@klarquist.com

PATENT OWNER:

Vincent J. Rubino, III
Peter Lambrianakos
BROWN RUDNICK LLP
vrubino@brownrudnick.com
plambrianakos@brownrudnick.com