

No. 2025-1368

**UNITED STATES COURT OF APPEALS
FOR THE FEDERAL CIRCUIT**

LINFO IP, LLC,

Plaintiff-Appellant,

v.

TRUSTPILOT, INC.,

Defendant.

Appeal from the United States District Court for the Southern
District of New York, No. 1:24-cv-02796-JMF, Judge Jesse M. Furman

**CORRECTED PETITION FOR PANEL REHEARING
AND REHEARING EN BANC**

/s/ William P. Ramey, III

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CERTIFICATE OF INTEREST

Counsel for Appellant Linfo IP, LLC certifies the following (Fed. Cir. R. 47.4; Fed. R. App. P. 26.1):

1. The full name of every party represented by the undersigned is Linfo IP, LLC.
2. The real party in interest is: None
3. Linfo IP, LLC has no parent corporation, and no publicly held corporation owns 10% or more of its stock.
4. The law firm and attorneys that appeared for Linfo IP, LLC in the trial court or are expected to appear in this Court are: William P. Ramey, III (Ramey LLP); David J. Hoffman (Law Office of David J. Hoffman) (not expected to appear).
5. Cases known to counsel that will directly affect or be directly affected by this Court's decision: *Linfo IP, LLC v. American Exchange Apparel Group, Corp. / Aero Global, LLC*, No. 2025-2006 (Fed. Cir.).
6. Organizational victims and bankruptcy cases: None.

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STATEMENT OF COUNSEL

(Fed. R. App. P. 35(b); Fed. Cir. R. 35(b))

Based on my professional judgment, I believe the panel decision is contrary to the following decisions: *Avid Identification Systems, Inc. v. Crystal Import Corp.*, 603 F.3d 967 (Fed. Cir. 2010); *United States v. Munsingwear, Inc.*, 340 U.S. 36 (1950); *U.S. Bancorp Mortgage Co. v. Bonner Mall Partnership*, 513 U.S. 18 (1994); and *Cardinal Chemical Co. v. Morton International, Inc.*, 508 U.S. 83 (1993).

Based on my professional judgment, I believe this appeal requires an answer to the following precedent-setting question of exceptional importance: Whether a district-court judgment of patent invalidity, appealed to this Court and then dismissed as moot following settlement, should be left intact, and thereby permitted to operate as collateral estoppel against the patentee under *Blonder-Tongue Laboratories, Inc. v. University of Illinois Foundation*, including in a co-pending appeal presenting the identical eligibility question, or should be vacated under *United States v. Munsingwear, Inc.*, and 28 U.S.C. § 2106.

/s/ William P. Ramey, III
William P. Ramey, III

INTRODUCTION AND RULE 35 STATEMENT

This petition presents two questions. First, whether the panel misapprehended the scope and structure of the parties' settlement when it dismissed this appeal as moot. The Agreement did not resolve a single two-party dispute. It settled multiple actions, licensed an entire portfolio of dozens of patents and applications, extended covenants to a broad and forward-looking class of Trustpilot's customers and business partners, and, most tellingly, preserved this appeal by docket number and preserved the right to litigate validity in future disputes. A settlement built to carry the validity controversy forward is not one that extinguishes it.

Second, and in the alternative, whether the unreviewed § 101 invalidity judgment should be left intact to operate as collateral estoppel while the identical eligibility question is live before this Court in the co-pending appeal, *Linfo IP, LLC v. American Exchange Apparel Group / Aero Global, LLC*, No. 2025-2006 — or whether it should be vacated under *United States v. Munsingwear, Inc.* and 28 U.S.C. § 2106. Linfo respectfully petitions for panel rehearing and rehearing en banc.

BACKGROUND

On January 3, 2025, the district court held the claims of U.S. Patent No. 9,092,428 (the '428 patent) ineligible under § 101 and dismissed Linfo's

infringement suit against Trustpilot. *Linfo IP, LLC v. Trustpilot, Inc.*, 761 F. Supp. 3d 679 (S.D.N.Y. 2025). Linfo timely appealed.

While the appeal was pending, Linfo and Trustpilot settled. The Agreement resolved more than this case: it settled both this action and *Linfo IP, LLC v. Air Oasis, LLC*, No. 3:25-cv-00129 (N.D. Tex.); it licensed the entire portfolio of dozens of patents and applications listed in ECF No. 35; and it extended licenses and covenants to Trustpilot's past, present, and future customers, partners, distributors, resellers, channel partners, vendors, suppliers, and web content providers. Agreement, Recitals, §§ 1.4, 2.1(a)-(b), 4(a) & ECF No. 35. Section 2.1(d), negotiated after the § 101 ruling, preserved Trustpilot's right to participate in this appeal by docket number and preserved the right to assert invalidity in future disputes; § 4(b) provided only a conditional dismissal of this action, triggered if this Court remands or the case resumes.

On July 6, 2026, the panel dismissed the appeal as moot, reasoning that the settlement ended the controversy between the parties. Meanwhile, in the co-pending appeal No. 2025-2006, the district court invalidated the same '428 patent on the strength of the unreviewed *Trustpilot* judgment; that appeal is pending before this Court.

ARGUMENT

I. The appeal is not moot; the panel misapprehended the scope and structure of the settlement.

A case becomes moot only when it is impossible for a court to grant any effectual relief. *Chafin v. Chafin*, 568 U.S. 165, 172-173 (2013). Mootness turns on whether a live controversy persists. The panel answered that question by treating the Agreement as an ordinary settlement that resolved this single lawsuit. The Agreement is not that. It settled multiple actions, not one — both this case and *Linfo 2, Linfo IP, LLC v. Air Oasis, LLC* (N.D. Tex.). Agreement, Recitals; *id.* § 4(a). It licensed not the '428 patent alone but an entire portfolio of dozens of patents and applications. *Id.* § 1.4 & Ex. A. Sappx0390-0391 And it extended covenants and licenses to a broad, forward-looking class of Trustpilot's past, present, and future customers, partners, distributors, resellers, channel partners, vendors, suppliers, and web content providers. *Id.* §§ 2.1(a)-(b) Sappx0380-0381. That is not the single-suit buy-off the panel described.

More telling than the breadth is what the parties preserved. Section 2.1(d), negotiated after the § 101 ruling had entered, provides that nothing in the Agreement shall prevent Trustpilot from “fully participating in the pending ... appeal,” which it identified by docket number, and it preserved the right to assert that the Licensed Patents are “invalid, not infringed, or unenforceable” if asserted against the broad class of covered entities. Parties do not reserve, by docket

number, the right to litigate an appeal they understand to be over. They preserved it because the validity controversy was not resolved between them.

The Agreement's structure confirms the point. Section 4(b) does not dismiss this action; it provides a conditional dismissal that triggers only if this Court remands or the case otherwise resumes. That mechanism is meaningful only if the Court decides the merits. Had the parties regarded the appeal as moot, they would have dismissed outright. They did not. And the recitals record that the parties "disagree as to the validity, enforceability, and infringement of the Patents-In-Suit," and that the license is not comparable to one between parties in agreement about validity.

This is the *Crystal Import* posture. There, a live controversy survived a post-judgment settlement because the appellee remained free under the agreement to oppose the appeal on the merits. *Avid Identification Sys., Inc. v. Crystal Import Corp.*, 603 F.3d 967, 971-972 (Fed. Cir. 2010). Section 2.1(d) gives Trustpilot that freedom. The panel distinguished *Crystal Import* on the ground that the settlement there also tied consideration to the appellate outcome, reading *Allflex* to require such consideration. But *Allflex* addressed a materially different arrangement — a flat rebate "completely untethered" to the issues on appeal, and *Crystal Import* treated the appellee's freedom to oppose as a sufficient basis for a live controversy. *Allflex USA, Inc. v. Avid Identification Sys., Inc.*, 704 F.3d 1362, 1369 (Fed. Cir.

2013). Making outcome-tied consideration a necessary condition of justiciability is not what these decisions hold.

Section 3.1's recital that the fee was paid in consideration of settling the Lawsuits does not resolve the question. The fee purchased what the parties could resolve between themselves, a paid-up license across the portfolio and covenants running to Trustpilot's broad ecosystem, while the recitals disclaim that the price reflects any agreement on validity. That the fee is non-refundable if the patents are later held invalid shows only that the license was fully paid; it does not show that the parties resolved the § 101 question this Court was asked to decide.

II. In the alternative, the Court should vacate the district court's § 101 judgment; the co-pending Aero Global appeal makes the question one of exceptional importance.

If the appeal is moot, dismissal that leaves the district court's judgment intact is not the correct disposition. Section 2106 empowers this Court to vacate a judgment before it, and *Munsingwear* establishes the ordinary practice: a judgment mooted before review is vacated, so that an untested judgment neither binds the losing party nor radiates preclusive consequences. *United States v. Munsingwear, Inc.*, 340 U.S. 36, 39-41 (1950); 28 U.S.C. § 2106. The Court should exercise that power itself: when a case becomes moot on review, the reviewing court, not the district court, ordinarily vacates the judgment below. *See Camreta v. Greene*, 563 U.S. 692, 712-13 (2011).

U.S. Bancorp reserves vacatur for exceptional circumstances where mootness follows from settlement. *U.S. Bancorp Mortg. Co. v. Bonner Mall P'ship*, 513 U.S. 18, 26-29 (1994). This is that case, for a reason absent from the ordinary settlement: the identical eligibility question is live before this Court now. In the co-pending appeal, No. 2025-2006, the district court invalidated the same '428 patent on the strength of the very judgment the panel here declined to disturb. Leaving an unreviewed § 101 ruling intact to operate as collateral estoppel in a companion appeal on this Court's own docket is not a private matter between Linfo and Trustpilot; it is a court-wide consequence that the equities and the public interest weigh against.

The inequity is not confined to the patent. The unreviewed § 101 determination has already produced a monetary sanction. In the co-pending case, the district court awarded Aero Global \$84,789.50 in attorney fees under 35 U.S.C. § 285, resting that award on its conclusion that the '428 patent is objectively invalid under § 101. *Linfo IP, LLC v. Aero Glob., LLC*, No. 24-cv-2952 (JPO), 2025 WL 2924439 (S.D.N.Y. Oct. 15, 2025); *id.*, ECF No. 75 (S.D.N.Y. Mar. 30, 2026) (fixing the award at \$84,789.50). That award rests on the same invalidity attributed to the *Trustpilot* judgment through estoppel. So long as the *Trustpilot* judgment stands intact and unreviewed, it operates to foreclose merits review of the '428 patent's eligibility in the co-pending appeal, and the fee award it

underwrites rests on a determination no court has reviewed on the merits. A settlement-mooted, never-reviewed § 101 ruling that both extinguishes a patent by estoppel and underwrites a fee award against its owner is the inequity that warrants vacatur under *U.S. Bancorp.* Vacating that judgment removes the estoppel predicate and restores the merits review on which both the patent and the fee award depend.

Two further considerations support vacatur. The Agreement expressly preserved this appeal, § 2.1(d), which distinguishes this case from the settlement in which a party buys peace to escape an adverse precedent Sappx0382. And this Court’s precedent treats appellate review as “a component of the one full and fair opportunity” to have validity adjudicated correctly. *Cardinal Chem. Co. v. Morton Int’l, Inc.*, 508 U.S. 83, 101-02 (1993). A § 101 judgment that never received this Court’s review, yet is helping to decide a co-pending appeal, is in tension with that principle. Linfo does not obscure that the settlement was voluntary and the fee non-refundable; those facts bear on the private equities, not on the public interest in refusing to let an unreviewed ruling govern a live appeal.

CONCLUSION

The Court should grant panel rehearing and hold that the appeal is not moot. In the alternative, the Court should grant rehearing en banc and vacate the district court’s judgment of invalidity, *Linfo IP, LLC v. Trustpilot, Inc.*, 761 F. Supp. 3d

679 (S.D.N.Y. 2025), under 28 U.S.C. § 2106 and *United States v. Munsingwear, Inc.*; or remand to the district court to consider vacatur under Fed. R. Civ. P. 60(b). The Court should resolve this appeal itself rather than prolong it. On rehearing it should hold the appeal not moot and reinstate it for decision on the merits; or, *en banc*, it should vacate the invalidity judgment under 28 U.S.C. § 2106. The equities are fully presented on this record, and no further proceedings in the district court are necessary.

Dated: August 4, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that I served a copy on counsel of record on August 4, 2026, by electronic means by email via CM/ECF filing.

/s/ William P. Ramey, III
William P. Ramey, III

CERTIFICATE OF COMPLIANCE WITH FED. R. APP. P. 32(a)(7)(B)

The undersigned counsel of records for Linfo IP, LLC, certifies that this Petition En Banc complies with the typeface requirement provided in Rule 32(a)(5) and type-volume limitation provided in Rule 32(a)(7)(B) of the Federal Rules of Appellate Procedure. In preparing this certificate, I relied on word-count program of Microsoft Word 2025. This Brief contains 1,688 words.

/s/ William P. Ramey, III
William P. Ramey, III

ADDENDUM

United States Court of Appeals for the Federal Circuit

LINFO IP, LLC,
Plaintiff-Appellant

v.

TRUSTPILOT, INC.,
Defendant

2025-1368

Appeal from the United States District Court for the Southern
District of New York in No. 1:24-cv-02796-JMF, Judge Jesse M.
Furman.

JUDGMENT

THIS CAUSE having been considered, it is

ORDERED AND ADJUDGED:

DISMISSED

FOR THE COURT



Jarrett B. Perlow
Clerk of Court

July 6, 2026
Date

NOTE: This disposition is nonprecedential.

**United States Court of Appeals
for the Federal Circuit**

LINFO IP, LLC,
Plaintiff-Appellant

v.

TRUSTPILOT, INC.,
Defendant

2025-1368

Appeal from the United States District Court for the
Southern District of New York in No. 1:24-cv-02796-JMF,
Judge Jesse M. Furman.

Decided: July 6, 2026

WILLIAM PETERSON RAMEY, III, Ramey LLP, Houston,
TX, for plaintiff-appellant.

Before MOORE, *Chief Judge*, CHEN, *Circuit Judge*, and
BISsoon, *Chief District Judge*.¹

PER CURIAM.

Linfo IP, LLC (Linfo) appeals the United States District Court for the Southern District of New York’s dismissal of its patent infringement action. *See Linfo IP, LLC v. Trustpilot, Inc.*, 761 F. Supp. 3d 679, 683 (S.D.N.Y. 2025) (*Decision*). The district court reviewed the claims of U.S. Patent No. 9,092,428 (’428 patent) under the two-step framework outlined in *Alice Corp. Pty. v. CLS Bank International*, 573 U.S. 208 (2014), and determined they were invalid under 35 U.S.C. § 101. *Decision*, 761 F. Supp. 3d at 683. While this appeal was pending, Linfo and Trustpilot, Inc. (Trustpilot) entered into a settlement agreement (Agreement) in which Linfo granted Trustpilot a license to the ’428 patent. Because we find that Linfo and Trustpilot’s Agreement ended the controversy between the parties, we *dismiss* the appeal as moot.

BACKGROUND

Linfo is the owner of the ’428 patent, entitled “System, Methods and User Interface for Discovering and Presenting Information in Text Content.” The ’428 patent discloses “[a] system with methods and user interface for discovering and presenting information in text content with different view formats.” ’428 patent at Abstract.

On April 12, 2024, Linfo initiated this litigation against Trustpilot. Linfo alleged that Trustpilot, through its website which enables users to review and rate businesses, directly and indirectly infringed claims 1–20 of the ’428 patent. *Decision*, 761 F. Supp. 3d at 683–84. In response,

¹ Honorable Cathy Bissoon, Chief District Judge, United States District Court for the Western District of Pennsylvania, sitting by designation.

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Trustpilot filed a motion to dismiss on the grounds that the claims of the '428 patent are ineligible under § 101. *Id.* at 684. The district court granted Trustpilot's motion, finding the claims were invalid under the *Alice* framework, and dismissed Linfo's infringement suit. *Id.* at 690.

Linfo timely appealed. Trustpilot declined to participate and informed the court that it had entered into an agreement with Linfo. *See* ECF No. 17. In response, we ordered Linfo to provide (1) a copy of the Agreement with Trustpilot and (2) supplemental briefing addressing whether this appeal was moot. ECF No. 33. Linfo submitted additional briefing and the Agreement in compliance with our order. *See* ECF Nos. 34 (Suppl. Br.), 35 (Agreement).²

DISCUSSION

Article III of the Constitution limits our jurisdiction to “cases and controversies.” We have described the case and controversy requirement as limiting our review to “concrete, living contests between adversaries.” *Aqua Marine Supply v. AIM Machining, Inc.*, 247 F.3d 1216, 1220 (Fed. Cir. 2001) (citation omitted). “[A]n actual controversy must be extant at all stages of review, not merely at the time the complaint is filed.” *Genesis Healthcare Corp. v. Symczyk*, 569 U.S. 66, 71–72 (2013) (citation omitted). On appeal, a case becomes moot “when the issues presented are no longer ‘live’ or the parties lack a legally cognizable interest

² Section 5 of the Agreement states its terms are confidential and limits disclosures “to the extent reasonably necessary.” Agreement § 5. We thus limit our disclosures of the Agreement's terms to those we deem “reasonably necessary” to conduct our jurisdictional inquiry. Our discussion of the relevant terms is also in line with Linfo's description of the Agreement in its supplemental briefing.

in the outcome.” *Already, LLC v. Nike, Inc.*, 568 U.S. 85, 91 (2013).

Linfo and Trustpilot’s Agreement triggers a jurisdictional inquiry for this court because, if the Agreement ended the controversy between the parties, we must dismiss this case as moot. *See Genesis*, 569 U.S. at 72. Because the Agreement settled all claims in the underlying lawsuit, we determine the Agreement has ended the controversy.

Section 2.1 of the Agreement grants Trustpilot a “worldwide and irrevocable license” to “make . . . use, offer for sale, [and] sell” products or services covered by the ’428 patent “[s]ubject to [Trustpilot’s] payment of the Settlement Fee.” Agreement § 2.1(a); *see also id.* §§ 1.3–1.4 (defining “Licensed Patents” as including Linfo’s “Patents-in-Suit”). The Agreement further states that “[i]n consideration of *the settlement of all claims in the Lawsuits*, [and] the license and covenants granted in Section 2.1 of this Agreement,” Trustpilot’s payment of the Settlement Fee “shall be made within forty-five (45) business days of the Effective Date of this Agreement.” *Id.* § 3.1 (emphasis added). The term of the Agreement runs from the Effective Date, March 8, 2025, “until the expiration of the last to expire of the Licensed Patents.” *Id.* § 8; *see also id.* at 1, 12.

Though the Agreement requires Trustpilot to “covenant[] and warrant[] that it shall not contest or assist in the contest in any forum, including Federal Courts . . . that the Licensed Patents are valid and enforceable,” it includes a carve out for Trustpilot’s ability to participate in this appeal. *Id.* § 2.1(d) (“[N]othing in this Paragraph or in this Agreement shall prevent [Trustpilot] from fully participating in the pending *Linfo IP, LLC v. Trustpilot, Inc.*, [Case] No. 25-1358 appeal.”). The Agreement also notes that if the Southern District of New York lawsuit “resumes in any manner, or the Federal Circuit . . . remands [this] case to

the District Court, [Linfo] . . . shall file a Stipulated Dismissal with Prejudice.” *Id.* § 4(b).

Altogether, the Agreement demonstrates that Trustpilot no longer has a stake in the outcome of this litigation. We encountered a similar situation in *Aqua Marine*, in which the patent owner, Aqua Marine, contested the district court’s determination that its patent was invalid. 247 F.3d at 1218. Before the notice of appeal was filed, the parties entered into an agreement “to settle all the claims now pending between them” which required that the parties file a joint proposed order to vacate the district court’s invalidity judgment. *Id.* at 1218–19. The district court refused, and Aqua Marine persisted in its appeal. *Id.* at 1219.

We noted that “[w]hile in some circumstances the opposing party’s lack of interest will not bar adjudication on the merits, the outcome is different *when the appellant is responsible for the opposing party’s lack of continued interest*, for example, as here by a settlement.” *Id.* at 1220 (internal citation omitted) (emphasis added). In dismissing Aqua Marine’s appeal, we held, “where, as here, the alleged infringer has settled the infringement issue, and no longer professes any interest in defending its declaratory judgment of invalidity, the case has become moot as a result of the voluntary act of the patentee.” *Id.*

Here, Linfo is responsible for Trustpilot’s lack of interest in this case and thus mooted this appeal. Linfo may have an interest in further asserting the ’428 patent, but, like the patent owner in *Aqua Marine*, its actions have precluded its invalidity challenge. The Agreement’s grant of a license to the ’428 patent solves the issue of infringement upon which this lawsuit is premised. *See* Agreement § 2.1(a). If the district court litigation “resumes in any manner,” Linfo will dismiss the action with prejudice. *See id.* § 4.1(b). Linfo and Trustpilot are no longer adversaries in this litigation; instead, due to the settlement, Trustpilot

“no longer professes any interest in defending” the invalidity determination, and, as such, “the case has become moot as a result of the voluntary act of the patentee.” *Aqua Marine*, 247 F.3d at 1220.

In supplemental briefing, Linfo argues the appeal is not moot because § 2.1(d)’s preservation of Trustpilot’s right to fully participate in this appeal, § 4(b)’s discussion of the district court litigation, and the recitals’ language all indicate the parties understood a controversy still exists between the parties. Suppl. Br. 2–4. Further, Linfo argues that this court’s decision in *Avid Identification Systems, Inc. v. Crystal Import Corp.*, 603 F.3d 967 (Fed. Cir. 2010) demonstrates Trustpilot’s freedom to participate in the appeal is sufficient to prove there is a live controversy. Suppl. Br. 7–9. Neither argument is availing.

First, Linfo’s position is plainly contradicted by § 3.1 which states the Settlement Fee is “[i]n consideration of *the settlement of all claims in the Lawsuits*.” Agreement § 3.1 (emphasis added). This term looks very similar to the one referenced in *Aqua Marine* that led to our dismissal. *See* 247 F.3d at 1219 (noting a provision of the settlement agreement stating the parties “have now entered into an agreement to settle all the claims now pending between them”).

Linfo also highlights a recital which states, “[whereas], the Parties disagree as to the validity, enforceability, and infringement of the Patents-In-Suit.” Agreement at 1. This sole statement is unpersuasive. It defies logic to contend that, after Trustpilot has been granted a license to the ’428 patent, it still has a stake in the patent’s “validity, enforceability, and infringement.” *Id.* Further, such a contention is not borne out by Trustpilot’s actions; Trustpilot declined to participate in this appeal shortly after the Agreement’s effective date. *See* ECF No. 17.

Second, Linfo misreads *Crystal Import* in arguing that stipulations to a case or controversy are sufficient to

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demonstrate Article III standing. Though we stated in *Crystal Import* that “[a] live controversy still exists because [Defendant] remained free under the settlement agreement to oppose [the] appeal on the merits,” the settlement agreement also included consideration that was tied to the outcome of the litigation. 603 F.3d at 971–72. In *Allflex USA, Inc. v. Avid Identification Systems, Inc.*, we discussed the importance of consideration in determining mootness of an appeal. 704 F.3d 1362, 1367–69 (Fed. Cir. 2013). Specifically, we explained how the value of consideration tied to a litigation’s outcome influences mootness. *Id.* In doing so, we compared the consideration at issue in *Allflex* to the consideration in *Crystal Import*, which equaled “the entirety of the jury award for patent infringement, which [Defendant] would have been legally obligated to pay . . . if the ’326 patent were not held unenforceable.” *Crystal Import*, 603 F.3d at 971–72. In contrast, the consideration in *Allflex* was “completely untethered to the value of any of the issues on appeal,” and thus we dismissed the case. *See* 704 F.3d at 1369.

Rather than supporting Linfo’s arguments, these cases demonstrate that “the arrangement leading to the one-party appeal” must “reflect[] the existence of a legitimate, continuing case or controversy.” *Id.* at 1369. Linfo has failed to prove Trustpilot has a stake in this appeal, and thus this appeal lacks a “legitimate, continuing case or controversy.”

CONCLUSION

We have reviewed the remainder of Linfo’s arguments and find them unpersuasive. For the foregoing reasons, we dismiss.

DISMISSED

COSTS

No costs.