

# **USA: Inventor Holdings, LLC v. Bed Bath & Beyond, Inc., United States Court of Appeals, Federal Circuit, No. 2016-2442, 08 December 2017**

**Kluwer Patent Blog**

December 14, 2017

Thomas Long (CCH)

*Please refer tot his post as: Thomas Long, 'USA: Inventor Holdings, LLC v. Bed Bath & Beyond, Inc., United States Court of Appeals, Federal Circuit, No. 2016-2442, 08 December 2017', Kluwer Patent Blog, December 14 2017, <http://patentblog.kluweriplaw.com/2017/12/14/usa-inventor-holdings-llc-v-bed-bath-beyond-inc-united-states-court-appeals-federal-circuit-no-2016-2442-08-december-2017/>*

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Patent-owner Inventor Holdings, LLC, was properly ordered by the federal district court in Wilmington, Delaware, to pay attorney fees and costs incurred by retailer Bed Bath & Beyond in successfully defending against infringement claims, after the asserted patent was found to be ineligible under Section 101 of the Patent Act, the U.S. Court of Appeals for the Federal Circuit has held. The district court determined in an August 2015 decision that the patent embodied the ineligible abstract idea of paying for remote orders at local retailers. Bed Bath & Beyond subsequently filed a motion for an award of attorney fees, which the district court granted. Affirming the district court's decision, the Federal Circuit agreed with the district court's reasoning that, once the Supreme Court issued its decision in *Alice Corp. v. CLS Bank International* in June 2014. 134 S. Ct. 2347 (2014), the patent infringement claims were objectively without merit and should have been voluntarily withdrawn. It was not an abuse of discretion for the fee award to include fees incurred during the appeal of the ineligibility ruling, the Federal Circuit determined (*Inventor Holdings, LLC v. Bed Bath & Beyond, Inc.*, December 8, 2017, Chen, R.).

A full summary of this case has been published on [Kluwer IP Law](#).