

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

TEXTRON SPECIALIZED VEHICLES, INC.,
Petitioner,

v.

SZ DJI TECHNOLOGY CO., LTD.,
Patent Owner.

IPR2023-01287
Patent 11,482,121 B2

Before MICHAEL R. ZECHER, FRANCES L. IPPOLITO, and
NATHAN A. ENGELS, *Administrative Patent Judges*.

ZECHER, *Administrative Patent Judge*.

TERMINATION
Due to Settlement After Institution of Trial
35 U.S.C. § 317; 37 C.F.R. § 42.74

I. DISCUSSION

With our authorization, Petitioner, Textron Specialized Vehicles, Inc., and Patent Owner, SZ DJI Technology Co., Ltd., jointly filed the following: (1) a “Joint Motion to Terminate *Inter Partes Review* [IPR] of U.S. Patent No. 11,482,121 Under 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72” (Paper 12, “Mot.” or “Joint Motion”); (2) a true copy of the parties’ settlement agreement (Ex. 1012); and (3) a “Joint Request to Keep Confidential and Separate Under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c)” (Paper 13, “Joint Request”). For the following reasons, we *grant* the parties’ Joint Motion to terminate this IPR, as well as the parties’ Joint Request to file their settlement agreement as business confidential information and keep it separate from the file of the involved patent.

On February 21, 2024, we entered a decision granting institution of an IPR of claims 1–30 of U.S. Patent No. 11,482,121 B2 (Ex. 1001, “the ’121 patent”). Paper 10. The trial, however, is still in an early stage because the parties have not completed substantive briefing and we have not yet decided the merits.

In the Joint Motion to terminate this IPR, the parties state that “[they] have now settled their dispute and have reached agreement to terminate the Petition.” Mot. 2. The parties represent that there is a related district court case in the U.S. District Court for the District of Delaware that “[they] will concurrently dismiss with prejudice,” and “[they] are not aware of any other litigation involving the patent-at-issue.” *Id.* at 3. The parties also represent that “[they] are not aware of any other pending [U.S. Patent and Trademark Office] proceedings regarding the patent-at-issue.” *Id.* at 4. Lastly, the parties represent that Exhibit 1012 “is a true and accurate copy of the

agreement between the Parties” and it constitutes “the entire agreement or understanding between the Parties made in connection with, or in contemplation of, the termination of this [IPR].” *Id.* at 2.

Under these particular circumstances, we determine that it is appropriate to terminate the trial without rendering a final written decision. *See* 37 C.F.R. § 42.72. We also have reviewed the true copy of the parties’ settlement agreement (Ex. 1012), and we determine that good cause exists to treat this settlement agreement as business confidential information and keep it separate from the file of the ’121 patent. *See* 35 U.S.C. § 317(b); 37 C.F.R. § 42.74(c).

II. ORDER

In consideration of the foregoing, it is hereby:

ORDERED that the parties’ Joint Request to file their settlement agreement as business confidential information and keep it separate from the file of the ’121 patent is *granted*;

FURTHER ORDERED that Exhibit 1012 shall remain business confidential information, and shall be kept separate from the file of the ’121 patent; and

FURTHER ORDERED that the parties’ Joint Motion to terminate this IPR is *granted*.

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For PETITIONER:
Brian W. Oaks
MCDERMOTT WILL & EMERY
boaks@mwe.com

Jeffery S. Becker
Harrison Rich
Boyang Zhang
BAKER BOTTS L.L.P.
jeff.becker@bakerbotts.com
harrison.rich@bakerbotts.com
boyang.zhang@bakerbotts.com

For PATENT OWNER:

Matthew A. Argenti
Richard Torczon
WILSON SONSINI GOODRICH & ROSATI
margenti@wsgr.com
rtorczon@wsgr.com