

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SHARKNINJA, INC., SHARKNINJA OPERATING LLC,
SHARKNINJA MANAGEMENT LLC, AND
SHARKNINJA SALES COMPANY,
Petitioner,

v.

DYSON TECHNOLOGY LIMITED,
Patent Owner.

IPR2023-01322
Patent 10,433,687 B2

Before JAMES A. TARTAL, FRANCES L. IPPOLITO, and
MATTHEW S. MEYERS, *Administrative Patent Judges*.

TARTAL, *Administrative Patent Judge*.

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

On January 6, 2025, with the Board’s authorization, Petitioner and Patent Owner (collectively referred to as “the Parties”) filed a Joint Motion to Terminate Proceeding (“Joint Motion”) (Paper 47), as well as a Joint Request For Settlement Agreement to be Treated as Business Confidential Information and Be Kept Separate (“Joint Request”) (Paper 48). In support of the Joint Motion and Joint Request, the Parties filed a copy of a Settlement Agreement. Ex. 2029 (“Settlement Agreement”).

On January 17, 2025, the Board denied without prejudice the Joint Motion because the Parties had not sufficiently shown that the Settlement Agreement was “the entire agreement” between the Parties. Paper 50, 2 (“Order”). However, the Order also granted the Parties’ Joint Request because the Parties had shown sufficiently that the Settlement Agreement is business confidential information. *Id.*

In that Order, we did not address a request made by the Parties “that they be notified if and when the Board receives and/or considers a request for access to the settlement agreement and be offered an opportunity to respond to any such request.” See Joint Request 2 (citing *Arista Networks, Inc. v. Castlemorton Wireless, LLC*, IPR2020-00986 Pap. 7, 4 (PTAB Oct. 28, 2020)). After further review of the Joint Request, the Board denies the Parties’ “request that they be notified if and when the Board receives and/or considers a request for access to the settlement agreement and be offered an opportunity to respond to any such request.” Joint Request 2 ()). Our regulations do not require the Board to serve any written requests for the settlement agreement on the Parties. See 37 C.F.R. § 42.74(c). We therefore decline to issue an order mandating such action.

Accordingly, for the reasons discussed above, it is:

ORDERED that Joint Request is GRANTED-IN-PART, and the Agreement shall be kept separate from the files of U.S. Patent No. 10,433,687 B2, and be made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c); and,

FURTHER ORDERED that the Parties' request that they be notified if and when the Board receives and/or considers a request for access to the settlement agreement and be offered an opportunity to respond to any such request, is DENIED.

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