

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

Petitioners,

v.

DYSON TECHNOLOGY LIMITED,
Patent Owner.

Case No. IPR2023-01324

U.S. PATENT NO. 9,414,662

RENEWED JOINT MOTION TO TERMINATE PROCEEDING

PATENT OWNER'S UPDATED EXHIBIT LIST

Exhibit	Description
2001	Declaration of Brianna Lynn Silverstein in Support of Motion for <i>Pro Hac Vice</i> Admission
2002	Declaration of Breigh Nonte Roszelle, Ph.D.
2003	Patent Owner's Demonstratives for Oral Hearing
2004	Settlement Agreement (CONFIDENTIAL)

Petitioners SharkNinja, Inc., SharkNinja Operating LLC, SharkNinja Management LLC, and SharkNinja Sales Company (“Petitioners”), and Patent Owner Dyson Technology Limited (“Patent Owner”) have reached a settlement. Pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.74, and the Board’s Order granting leave for the parties to refile their Joint Motion to Terminate Proceeding, Paper No. 30 at 4, Petitioners and Patent Owner file this renewed motion to terminate the present *inter partes* review proceeding.

I. STATEMENT OF FACTS

Petitioners and Patent Owner have reached agreement (the “Settlement Agreement”) to resolve their disputes.

Pursuant to 37 C.F.R. § 42.74(b), the Settlement Agreement is in writing, and a true and correct copy was previously filed as Confidential Exhibit 2004. The parties also concurrently filed a Joint Motion to Terminate, Paper No. 28, which the Board denied without prejudice, stating that “because the Settlement Agreement filed by the Parties may not be the entire agreement between the Parties, the Motion is denied” and that “a renewed motion to terminate does not appear to be warranted until the expiration of any period of time during which the Parties may contemplate additional agreements.” Paper 30 at 2, 4. That time period has since expired, and the parties have not entered into any other agreements. The Settlement Agreement previously filed as Confidential Exhibit 2004 is the only agreement, and there are no

other agreements, written or oral, between or among the parties made in connection with, or in contemplation of, the dismissal of the proceeding.

II. RELIEF REQUESTED

Termination of this *inter partes* review is requested, and all the parties respectfully submit that such termination is justified. “There are strong public policy reasons to favor settlement between the parties to a proceeding.” Consolidated Trial Practice Guide 86 (Nov. 2019). “The Board expects that a proceeding will terminate after the filing of a settlement agreement, unless the Board has already decided the merits of the proceeding.” *Id.* (citing 35 U.S.C. §§ 317(a)).

The Board should terminate this proceeding as the Settling Parties jointly request, for the following reasons.

First, the parties have met the statutory requirement that they file a “joint request” to terminate before the Office “has decided the merits of the proceeding.” 35 U.S.C. § 317(a). Under section 317(a), an *inter partes* review shall be terminated upon such joint request “unless the Office has decided the merits of the proceeding before the request for termination is filed.” There are no other preconditions recited in 35 U.S.C. § 317(a).

Second, the parties have reached a settlement as to all the disputes in this proceeding and as to the ’662 patent. A true copy of the Settlement Agreement was previously filed as Confidential Ex. 2004. There are no other agreements, written or

oral, between or among the parties made in connection with, or in contemplation of, the dismissal of the proceeding. Pursuant to the Board's Order, Paper 30 at 4, **the Parties represent that any agreement or understanding between them, including any collateral agreements referred to in such agreement or understanding, made in connection with, or in contemplation of, the termination of this inter partes review proceeding are in writing and a true copy of every such agreement or understanding has been filed as an exhibit in this proceeding.**

Third, termination would save significant further expenditure of resources by the parties. Termination upon settlement, as requested, would also further the purpose of *inter partes* review proceedings, which seek to provide an efficient and less costly alternative forum for patent disputes. Further, maintaining the proceeding would discourage further settlements, as patent owners in similar situations would have a strong disincentive to settle if they perceived that an *inter partes* review would continue regardless of a settlement.

III. CONCLUSION

For the foregoing reasons, Petitioners and Patent Owner respectfully request termination of this *inter partes* review.

Date: January 31, 2025

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a complete copy of the foregoing document was served on January 31, 2025 on counsel of record via email to the following addresses:

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