

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.

IPR2023-01324
Patent 9,414,662 B2

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

MEYERS, *Administrative Patent Judge*.

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

I. INTRODUCTION

SharkNinja, Inc., SharkNinja Operating LLC, SharkNinja Management LLC, and SharkNinja Sales Company (“Petitioner”) and Dyson Technology Limited (“Patent Owner”) (collectively “the Parties”) filed a Renewed Joint Motion to Terminate Proceeding seeking to terminate this case based on an agreement the Parties reached concerning settlement. Paper 31 (“Mot.” or “Motion”). The Motion was filed with our prior authorization. *See* Paper 30, 3–4. The Parties also previously filed a copy of an agreement (Ex. 2004, “Settlement Agreement”) and a Joint Request to File Settlement Agreement as Business Confidential Information (Paper 29, “Request”).¹ For the reasons that follow, the Motion is *granted*.

II. DISCUSSION

Under 35 U.S.C. § 317(a), “[a]n inter partes review instituted under this chapter shall be terminated with respect to any petitioner upon the joint request of the petitioner and the patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed.”

¹ We previously determined that it was appropriate to treat the Settlement Agreement as business confidential information and granted the joint request of the Parties to keep it separate from the file of U.S. Patent No. 9,414,662 B2 (“the ’662 patent”). *See* Paper 30, 4–5; 37 C.F.R. § 42.74(c). In that decision, 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* Paper 29, 2. We subsequently entered an order clarifying that the Joint Request was granted only with respect to keeping the Settlement Agreement separate from the patent file, and that the request of 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” was denied. Paper 32.

Section 35 U.S.C. § 317(a) also provides that if no petitioner remains in the *inter partes* review, the Office may terminate the review.

We previously instituted trial in this proceeding. Paper 7. We have not yet decided the merits of this proceeding, and a final written decision has not been entered. Notwithstanding that the proceeding has moved beyond the preliminary stage, the Parties have shown adequately that termination of the proceeding is appropriate. Mot. 3–4. In the Motion, the Parties represent that they “have reached a settlement as to all the disputes in this proceeding and as to the ’687 patent.” *Id.* at 2. The Parties further represent that the Settlement Agreement is a “true copy,” and that “[t]here 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.” *Id.* at 3–4. Under these circumstances, we determine that good cause exists to terminate the proceeding with respect to the Parties. This Order does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

III. ORDER

Accordingly, for the reasons discussed above, it is:

ORDERED that the Motion is *granted*, and IPR2023-01324 is terminated with respect to Petitioner and Patent Owner, pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72.²

² In accordance with our prior orders (Papers 30, 32), the Settlement Agreement (Exhibit 2004) shall be kept separate from the file of U.S. Patent No. 9,414,662 B2 and 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).

IPR2023-01324
Patent 9,414,662 B2

For PETITIONER:

Brian Buroker
Nathan Curtis
Shuo Zhang
Vivian Lu
GIBSON, DUNN & CRUTCHER LLP
bburoker@gibsondunn.com
ncurtis@gibsondunn.com
szhang@gibsondunn.com
vlu@gibsondunn.com

For PATENT OWNER:

Christopher Bruenjes
John Smith
FAEGRE DRINKER BIDDLE & REATH LLP
christopher.bruenjes@faegredrinker.com
john.smith@faegredrinker.com