

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

RJ BRANDS, LLC d/b/a/ Chefman,
Petitioner,

v.

SharkNinja Operating LLC,
Patent Owner.

Case No. IPR2025-01529

U.S. Patent No. 11,389,026

JOINT MOTION TO TERMINATE PROCEEDING

PATENT OWNER’S UPDATED EXHIBIT LIST

Exhibit No.	Description
Ex2001	Scheduling Order, SharkNinja Operating LLC v. RJ Brands LLC, No. 1:24-cv-08984 (D.N.J. filed Sept. 5, 2024), Dkt. 104 (“Scheduling Order”)
Ex2002	First Amended Complaint, SharkNinja Operating LLC v. RJ Brands LLC, No. 1:24-cv-08984 (D.N.J. filed Sept. 5, 2024), Dkt. 81 (“FAC”)
Ex2003	Memorandum of July 31, 2025 from Acting Undersecretary of Commerce for Intellectual Property and Acting Director of the United States Patent and Trademark Office
Ex2004	Settlement Agreement (CONFIDENTIAL)

Petitioner RJ BRANDS, LLC d/b/a/ Chefman (“Petitioner”), and Patent Owner SharkNinja Operating LLC (“Patent Owner”) have reached a settlement. Pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.74, Petitioner and Patent Owner move to terminate the present *inter partes* review proceeding pursuant to the email from the Board on July 9, 2026 permitting such a motion.

I. STATEMENT OF FACTS

Petitioner 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 is being filed as Confidential Exhibit 2004. The Settlement Agreement is being filed electronically with access to “Board Only.” A “Joint Request to Treat Settlement Agreement as Business Confidential Information” is being filed concurrently with this Joint Motion to Terminate Proceeding, to treat the Settlement Agreement as business confidential information and to keep it separate from the files of the involved patent pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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 ’026 patent. A true copy of the Settlement Agreement is filed concurrently herewith. *See* Confidential Ex2004. The parties request that the Settlement Agreement be treated as business confidential information and be kept separate from the files of this proceeding in accordance with 37 C.F.R. § 42.74(c).

The Parties represent that the Settlement Agreement is the complete agreement made in connection with, or in contemplation of, the termination of this inter partes review proceeding and that it is 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: July 16, 2026

/s/ Regis C. Worley, Jr.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a complete copy of the foregoing document was served on July 16, 2026 on counsel of record via email to the following addresses: rworley@cozen.com (Regis Worley), kfredlake@cozen.com (Keith D. Fredlake), and dlink@cozen.com (Douglas Link)

/s/ Brian M. Buroker

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