

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SZ DJI TECHNOLOGY CO., LTD. and PARROT INC.,
Petitioners,

v.

DRONE-CONTROL, LLC,
Patent Owner.¹

Case IPR2018-00204 (Patent 8,200,375 B2)
Case IPR2018-00205 (Patent 8,380,368 B2)
Case IPR2018-00206 (Patent 8,649,918 B2)
Case IPR2018-00207 (Patent 9,079,116 B2)
Case IPR2018-00208 (Patent 9,568,913 B2)

Before PATRICK R. SCANLON, FRANCES L. IPPOLITO, and
TIMOTHY J. GOODSON, *Administrative Patent Judges*.

GOODSON, *Administrative Patent Judge*.

ORDER

Granting Joint Motion to Terminate as to Petitioner Parrot Inc.
Due to Settlement after Institution Decision and
Granting Joint Request that Settlement Agreement Be Treated
as Business Confidential Information
35 U.S.C. § 317 and 37 C.F.R. § 42.74

¹ This Order addresses issues pertaining to each of the above-captioned proceedings. The parties may use this style heading only if the paper includes a statement certifying that the identical paper is being filed in each case.

IPR2018-00204 (Patent 8,200,375 B2)
IPR2018-00205 (Patent 8,380,368 B2)
IPR2018-00206 (Patent 8,649,918 B2)
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IPR2018-00208 (Patent 9,568,913 B2)

Petitioner Parrot Inc. (“Parrot”) and Patent Owner Drone-Control, LLC (“Patent Owner”) filed a Joint Motion to Terminate as to Parrot in each of the above-captioned *inter partes* review proceedings due to settlement. *See* Paper 39 (“Joint Motion”).² The parties also filed a copy of a Settlement and Release Agreement (Ex. 1027 (“Settlement Agreement”)), along with a Joint Request that Settlement Agreement Be Treated as Business Confidential Information and Be Kept Separate (*see* Paper 40 (“Joint Request”)).

Under 35 U.S.C. § 317(a), an *inter partes* review proceeding shall be terminated with respect to any petitioner upon the joint request of the petitioner and the patent owner, unless the Patent and Trademark Office has decided the merits of the proceeding before the request for termination is filed. These cases are at an advanced stage, with hearings already completed, but the Board has not yet finished deciding the merits of these proceedings.

Under 35 U.S.C. § 317(b), any agreement or understanding between the petitioner and the patent owner, including any collateral agreements referred to in such agreement or understanding, made in connection with, or in contemplation of, the termination of the proceeding shall be in writing, and a true copy of such agreement or understanding shall be filed in the Office. In the Joint Motion, Parrot and Patent Owner represent that they “have reached a settlement that resolves all disputes between them with

² Unless indicated otherwise, citations in this Order refer to the papers and exhibits in Case IPR2018-00204. The other proceedings include similar or identical papers and exhibits.

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respect to this proceeding . . . [and] also resolves the currently pending litigation between Parrot and Patent Owner's predecessor-in interest." Joint Motion 2. Parrot and Patent Owner also represent that Exhibit 1027 is a true copy of their settlement agreement and that there are no other agreements between the parties. *Id.* at 3.

Upon consideration of the Joint Motion, we determine that it is appropriate to terminate the above-captioned proceedings with respect to Parrot. SZ DJI Technology Co., Ltd. will remain as the petitioner in each proceeding.

After reviewing the Settlement Agreement between Parrot and Patent Owner, we find that the Settlement Agreement contains confidential business information regarding the terms of settlement. We determine that it is appropriate to treat the Settlement Agreement between Parrot and Patent Owner as business confidential information pursuant to 37 C.F.R. § 42.74(c).

Accordingly, it is hereby:

ORDERED that the Joint Motion to Terminate as to Parrot in IPR2018-00204, IPR2018-00205, IPR2018-00206, IPR2018-00207, and IPR2018-00208 is *granted*;

FURTHER ORDERED that SZ DJI Technology Co., Ltd. will remain as the petitioner in IPR2018-00204, IPR2018-00205, IPR2018-00206, IPR2018-00207, and IPR2018-00208, and each of these proceedings will continue; and

FURTHER ORDERED that the parties' Joint Request that Exhibit 1027 in each of these proceedings be treated as business confidential

IPR2018-00204 (Patent 8,200,375 B2)
IPR2018-00205 (Patent 8,380,368 B2)
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IPR2018-00207 (Patent 9,079,116 B2)
IPR2018-00208 (Patent 9,568,913 B2)

information and kept separate from the files of the involved patents is
granted.

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