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Paper 20
Date: May 6, 2025

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

GOOGLE LLC and
LENOVO (UNITED STATES) INC.,
Petitioner,

v.

ERICSSON AB,
Patent Owner.

IPR2025-00003 (Patent 9,313,178 B2)
IPR2025-00004 (Patent 11,122,313 B2)

Before GEORGIANNA W. BRADEN, NORMAN H. BEAMER, and SCOTT RAEVSKY, *Administrative Patent Judges*.

PER CURIAM.

DECISION[1]
Settlement as to Lenovo After Institution of Trial
35 U.S.C. § 317; 37 C.F.R. § 42.74

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[1] This Order addresses substantively identical motions filed in each of the above-captioned proceedings. We exercise our discretion to issue one Decision to cover all proceedings. The parties are not authorized to use this caption without express permission of the Board.

I. INTRODUCTION

With the Board's authorization, Petitioner (Lenovo (United States) Inc.) and Patent Owner (collectively referred to as "the Parties") filed a "Joint Motion to Terminate Co-Petitioner Lenovo (United States) Inc. Only," due to settlement in the above-captioned proceedings. Paper 18 ("Joint Motion").[2] In support of each Joint Motion, the Parties filed a confidential settlement agreement (Ex. 2005 ("Lenovo Settlement Agreement")) and confidential arbitration agreement (Ex. 2006 ("Lenovo Arbitration Agreement")), as well as Joint Requests to Treat Lenovo Settlement Agreement and Lenovo Arbitration Agreement as Business Confidential Information (Paper 19 ("Joint Request")) pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(b).

II. DISCUSSION

In each Joint Motion, the Parties represent that they have reached a settlement and move for termination of Lenovo as a Co-Petitioner in each proceeding. Joint Motion 2–3. The Parties further represent that the filed Lenovo Settlement Agreement and Lenovo Arbitration Agreement are true copies of the Parties' agreement and there are no other agreements in connection with termination of Lenovo's participation. *Id.*

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."

We instituted trial in the above-captioned proceedings on March 27, 2025.

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[2] This Order cites to items filed in IPR2025-00003. Corresponding items were filed in IPR2025-00004.

Paper 14. We have not yet decided the merits of each proceeding, and final written decisions have not been entered. The Parties have shown adequately that the termination of each proceeding as to Co-Petitioner Lenovo (United States) Inc. is appropriate. Under these circumstances, we determine that good cause exists to terminate each proceeding with respect to Co-Petitioner Lenovo (United States) Inc. only. Trials shall continue with respect to Co-Petitioner Google LLC.

After reviewing the Lenovo Settlement Agreement and Lenovo Arbitration Agreement, we find both agreements contain confidential business information regarding the terms of settlement. We determine that good cause exists to treat both agreements as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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 Joint Motion in each above-captioned proceeding is *granted*, and each above-captioned proceeding is *terminated* pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72 with respect to Co-Petitioner Lenovo (United States) Inc. only;

FURTHER ORDERED that trials shall continue with respect to Co-Petitioner Google LLC;

FURTHER ORDERED that each Joint Request to Treat Lenovo Settlement Agreement and Lenovo Arbitration Agreement as Business Confidential Information in each above-captioned proceeding is *granted*, and the Lenovo Settlement Agreement (Exhibit 2005 in IPR2025-00003 and Exhibit 2002 in IPR2025-00004) and Lenovo Arbitration Agreement (Exhibit 2006 in IPR2025-

00003 and Exhibit 2003 in IPR2025-00004) shall be kept separate from the files of Patents 9,313,178 and 11,122,313, 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); and

FURTHER ORDERED that the captions for each of the above-identified proceedings are modified as set forth in the attached Exhibits, and the remaining parties are directed to use these captions in all further filings.

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EXHIBIT: Sample Case Caption

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