

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

LENOVO (UNITED STATES) INC.,
Petitioner,

v.

TELEFONAKTIEBOLAGET LM ERICSSON,
Patent Owner.

IPR2025-00009
Patent No. 10,972,654 B2

**JOINT REQUEST TO TREAT SETTLEMENT AGREEMENT AND
ARBITRATION AGREEMENT AS BUSINESS CONFIDENTIAL
INFORMATION UNDER 35 U.S.C. § 317(b) AND 37 C.F.R. § 42.74(c)**

Petitioner Lenovo (United States) Inc. and Patent Owner

Telefonaktiebolaget LM Ericsson (“the Parties”) have settled their dispute with respect to U.S. Patent No. 10,972,654 B2 (“the ’654 Patent”). The Settlement Agreement between the Parties fully resolves all disputes relating to the ’654 Patent before the Patent Trial and Appeal Board, the United States International Trade Commission, and the Eastern District of North Carolina. *See* EX1026.

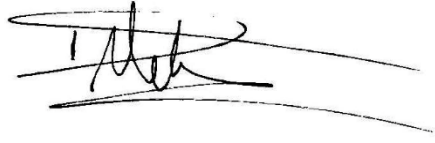
Pursuant to 37 C.F.R. § 42.74(b), any agreement or understanding between the Parties made in connection with, or in contemplation of, termination of a proceeding shall be in writing a true copy shall be filed with the Board before termination of the proceeding. Accordingly, the Parties have filed a copy of the Settlement Agreement herewith as Exhibit 1026.

The Settlement Agreement refers to an Arbitration Agreement. Petitioner maintains that the Arbitration Agreement was not made in connection with, or in contemplation of, the termination of this proceeding. Nonetheless, out of an abundance of caution, the Parties file a copy of the Arbitration Agreement herewith as Exhibit 1027.

Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), the Parties jointly request to file their Settlement Agreement and Arbitration Agreement, including the entireties of Exhibits 1026 and 1027, as business confidential information kept separate from the file of the ’654 Patent.

The terms of the Settlement Agreement require the Parties to treat the Settlement Agreement as confidential information and limit the Parties' ability to share the Settlement Agreement or disclose its contents to third parties. *See* EX1026 at Section 19. Similarly, the terms of the Arbitration Agreement require the Parties to treat the Arbitration Agreement as confidential information and limit the Parties' ability to share the Arbitration Agreement or disclose its contents to third parties. *See* EX1027 at Section 7. Accordingly, the Parties respectfully request that the Board treat Exhibits 1026 and 1027 as business confidential information.

Respectfully submitted,



Dated: April 18, 2025

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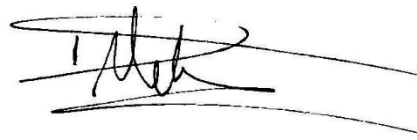
CERTIFICATE OF SERVICE

Pursuant to 37 C.F.R. § 42.6, the undersigned hereby certifies that this
“JOINT REQUEST TO TREAT SETTLEMENT AGREEMENT AND
ARBITRATION AGREEMENT AS BUSINESS CONFIDENTIAL UNDER 35
U.S.C. § 317(b) AND 37 C.F.R. § 42.74(c)” was served by filing this document
through the Patent Trial and Appeal Case Tracking System and via e-mail to the
following attorneys of record for the Patent Owner:

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Dated: April 18, 2025

Respectfully submitted,



By:

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