

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ERICSSON INC., NOKIA OF AMERICA CORP.,
AT&T SERVICES, INC.,
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS, GOOGLE LLC,
and T-MOBILE USA, INC.,
Petitioner,

v.

PEGASUS WIRELESS INNOVATION LLC,
Patent Owner.

IPR2025-00083
Patent 10,638,463 B2

Before KRISTEN L. DROESCH, JASON M. REPKO, and
STEPHEN E. BELISLE, *Administrative Patent Judges*.

DROESCH, *Administrative Patent Judge*.

ORDER
Denying Without Prejudice
Joint Motion to Terminate as to Ericsson
Joint Requests to Treat Confidential and Separate
35 U.S.C. § 317; 37 C.F.R. § 42.74

DISCUSSION

On November 10, 2025, with our authorization via an email dated November 6, 2025, Ericsson Inc. (“Ericsson”) and KT Corporation (“KT”) and Exclusive Licensee Pegasus Wireless Innovation LLC (“Pegasus” or “Patent Owner”) jointly filed the following: (1) a “Joint Motion to Partially Terminate Proceeding as to Ericsson, Pursuant to 35 U.S.C. § 317 and 37 C.F.R. §§ 42.72, 42.74” (Paper 39, “Mot.” or “Joint Motion”); (2) a true copy of the parties’ Settlement and License Agreement (Ex. 1048); and (3) a Joint Request to treat the Settlement and License Agreement as Business Confidential Information (Paper 40, “Joint Request”). For the following reasons, we *deny without prejudice* the parties’ Joint Motion to terminate this *inter partes* review proceeding as to Ericsson, as well as *deny without prejudice* the parties’ Joint Request to file their settlement agreement as business confidential information and keep it separate from the file of the involved patent.

The parties “jointly move to terminate the present *inter partes* review proceeding as to Ericsson as a result of a Settlement and License Agreement executed between Ericsson, KT, and Pegasus (Ex. 1048).” Mot. 1. According to the parties, execution of the “Settlement and License Agreement and subsequent filing of dismissal of the district court litigations have completely resolved all pending controversies between the Parties concerning Patent No. 10,638,463.” *Id.* The parties represent that Exhibit 1048 is a true copy of the Ericsson-KT-Pegasus Settlement and License Agreement. *Id.*

“The Parties further jointly certify that there are presently no other agreements or understandings, oral or written, between them, including any collateral agreements, made in connection with, or in contemplation of, the

termination of *KT and Pegasus* from this proceeding as set forth in 35 U.S.C. § 317(b).” *Id.* However, there is an error in the parties’ certification statement because, at this juncture, KT and Pegasus would not be terminated from this proceeding because there is at least one party remaining as Petitioner in this proceeding. Because the Joint Motion does not include an accurate certification statement reflecting that there are no other agreements in connection with termination of the proceedings as to Ericsson, we deny without prejudice the parties’ Joint Motion.

We also deny without prejudice the parties’ Joint Request to keep the Settlement and License Agreement confidential, and will expunge the Settlement and License Agreement (Ex. 1048) at this juncture. In the Joint Requests, “[t]he parties also respectfully request that the Board inform us if anyone seeks production of the agreement and afford the parties an opportunity to address whether such request is supported by good cause.” Joint Request 8. Neither 35 U.S.C. § 317(b) nor 37 C.F.R. § 42.74(c) provide for this notice to the parties.

We authorize the parties to file a renewed motion to terminate, together with a renewed joint request to treat the Settlement and Licensing Agreement as business confidential.

II. ORDER

Accordingly, it is:

ORDERED that the Joint Motion is denied without prejudice;

FURTHER ORDERED that the Joint Request is denied without prejudice; and

FURTHER ORDERED that Exhibit 1048 is expunged.

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