

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
Settlement as to Ericsson
35 U.S.C. § 317; 37 C.F.R. § 42.74

DISCUSSION

On December 5, 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 “Renewed 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 43, “Mot.” or “Joint Motion”); (2) a true copy of the parties’ Settlement and License Agreement (Ex. 1048, “Settlement Agreement”); and (3) a “Renewed Joint Request to Treat Ericsson-KT-Pegasus Binding Term Sheet as Business Confidential Information” (Paper 44, “Joint Request”).¹ For the following reasons, we *grant* the parties’ Joint Motion to terminate this *inter partes* review proceeding as to Ericsson, as well as *grant* the parties’ Joint Request to treat the Settlement Agreement as business confidential information and keep it separate from the files of the involved patent.

On June 5, 2025, we entered a decision granting institution of *inter partes* review of claims 1–9 of U.S. Patent No. 10,638,463 B2 (Ex. 1001, “the ’463 Patent”). Paper 18. The trial, however, is still in an early stage because substantive briefing has not been completed and we have not yet decided the merits.

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.

¹ The title of the Joint Request identifies a binding term sheet. The parties, however, filed a Settlement and License Agreement (Ex. 1048) and the substance of the Joint Request references that Settlement and License Agreement.

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 Ericsson from this proceeding as set forth in 35 U.S.C. § 317(b).” *Id.*

Under these particular circumstances, we determine that it is appropriate to terminate the proceeding as to Ericsson without rendering a final written decision. *See* 35 U.S.C. § 317(a); 37 C.F.R. §§ 42.5(a), 42.72. Accordingly, we grant the parties Joint Motion to terminate the proceeding as to Ericsson. This proceeding remains pending between Nokia of America Corp., AT&T Services, Inc., Verizon Wireless, Google LLC, T-Mobile USA, Inc. and Patent Owner.

We also have reviewed the true copy of the Settlement Agreement (Ex. 1048) and determine that good cause exists to treat the Settlement Agreement as business confidential information and keep it separate from the files of the ’463 Patent. *See* 35 U.S.C. § 317(b); 37 C.F.R. § 42.74(c). Accordingly, we grant the Joint Request to treat the Settlement Agreement as business confidential and keep it separate from the files of the ’463 Patent.

This does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

II. ORDER

In consideration of the foregoing, it is hereby:

ORDERED that the parties' Joint Motion (Paper 43) to terminate this proceeding as to Ericsson (Paper 39) is *granted*; and

FURTHER ORDERED that the parties' Joint Request (Paper 44) is *granted*, and the Settlement Agreement shall be treated as business confidential information and be kept separate from the files of the '463 Patent; and be made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 37 C.F.R. § 42.74(c).

IPR2025-00083
Patent 10,638,463 B2

FOR PETITIONER:

Scott Pleune
Ross Barton
J. Ravindra Fernando
Bennett Hardymon
Christopher Douglas
David Frist
Daniel O'Connor
Matthew Turk
ALSTON & BIRD LLP
ben.pleune@alston.com
ross.barton@alston.com
ravi.fernando@alston.com
bennett.hardymon@alston.com
christopher.douglas@alston.com
david.frist@alston.com
dan.oconnor@alston.com
mturk@foley.com

Patrick Keane
Roger Lee
Andrew Koopman
Tanya Gaylord
BUCHANAN INGERSOLL & ROONEY PC
patrick.keane@bipc.com
roger.lee@bipc.com
akoopman@ratnerprestia.com
tanya.gaylord@tuckerellis.com

FOR PATENT OWNER:

Wayne Helge
James Wilson
BUNSOW DE MORY LLP
whelge@bdiplaw.com
jwilson@bdiplaw.com