UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

NOKIA OF AMERICA CORP.;

Petitioners

v.

ADAPTIVE SPECTRUM AND SIGNAL ALIGNMENT, INC.,

Patent Owner.

IPR2025-00395

U.S. PATENT NO. 7,428,669

JOINT MOTION TO TERMINATE PROCEEDING AND TO TREAT THE AGREEMENT AS BUSINESS CONFIDENTIAL

Mail Stop PATENT BOARD
Patent Trial and Appeal Board
US Patent and Trademark Office
PO Box 1450
Alexandria, Virginia 22313-1450

LIST OF EXHIBITS

Exhibit	Short Name	Description
Ex. 1001	’669 patent	U.S. Patent No. 7,428,669
Ex. 1002	Declaration	Declaration of Richard Gitlin
Ex. 1003	CV	*Curriculum Vitae* of Richard Gitlin
Ex. 1004	’669 File History	File History of U.S. Patent No. 7,428,669
Ex. 1005		[Reserved]
Ex. 1006	Cooper	U.S. Patent No. 6,772,388 to Cooper
Ex. 1007	Klayman	U.S. Patent No. 5,699,365 to Klayman
Ex. 1008	Li	U.S. Patent Publ. No. 2002/0140991 to Li
Ex. 1009		[Reserved]
Ex. 1010		[Reserved]
Ex. 1011	G.992.1	ITU-T Recommendation G.992.1, *Asymmetric digital subscriber line (ADSL) transceivers* (06/99)
Ex. 1012	G.992.2	ITU-T Recommendation G.992.2, *Splitterless asymmetric digital subscriber line (ADSL) transceivers* (06/99)
Ex. 1013	G.992.3	ITU-T Recommendation G.992.3, *Asymmetric digital subscriber line transceivers 2 (ADSL2)* (07/2002)
Ex. 1014	G.992.4	ITU-T Recommendation G.992.4, *Splitterless asymmetric digital subscriber line transceivers 2 (splitterless ADSL2)* (07/2002)
Ex. 1015	G.992.5	ITU-T Recommendation G.992.5, *Asymmetric Digital Subscriber Line (ADSL) transceivers – Extended bandwidth ADSL2 (ADSL2+)*(05/2003)

Exhibit	Short Name	Description
Ex. 1016	G.997.1	ITU-T Recommendation G.997.1, *Physical layer management for digital subscriber line (DSL) transceivers* (06/99)
Ex. 1017	Docket Control Order	Docket Control Order, *Adaptive Spectrum and Signal Alignment, Inc. v. AT&T Inc., et al.*, Case No. 2:24-cv-00029-JRG-RSP (E.D. Tex. July 22, 2024) ECF No. 84.
Ex. 1018	Order Focusing Claims	Order Focusing Patent Claims and Prior Art to Reduce Costs, *Adaptive Spectrum and Signal Alignment, Inc. v. AT&T Inc., et al.*, Case No. 2:24-cv-00029-JRG-RSP (E.D. Tex. Oct. 23, 2024), ECF No. 104.
Ex. 1019	Motion to Transfer	Defendants' Motion to Transfer Venue Based on the Parties' Contractual Forum-Selection Clause, and Alternatively, Motion to Stay Case Pending Arbitration, *Adaptive Spectrum and Signal Alignment, Inc. v. AT&T Inc., et al.*, Case No. 2:24-cv-00029-JRG-RSP (E.D. Tex. Oct. 23, 2024), ECF No. 92 (*Redacted*).
Ex. 1020	Gagnaire	Maurice Gagnaire, *Broadband Local Loops for High-Speed Internet Access* (Artech House, 2003).
Ex. 1021	DSL Advances	Thomas Starr, et al., *DSL Advances*, (Prentice Hall, 2002).
Ex. 1022	ISDN Architecture	Richard T. Roca, *ISDN architecture* (AT&T Technical Journal, 1986).
Ex. 1023	Gitlin	U.S. Patent No. 4,924,492 to Gitlin
Ex. 1024	Data Communication Principles	Richard D. Gitlin, Jeremiah F. Hayes and Stephen B. Weinstein, *Data Communication Principles* Plenum Press, 1992).
Ex. 1025	A Review of HDSL Progress	Joseph W. Lechleider, *High Bit Rate Digital Subscriber Lines: A Revew of HDSL Progress*, Vol. 9, No. 6, IEEE Journal on Selected Areas in Comm. 769 (1991).
Ex. 1026	Haykin	Simon Haykin, Communication Systems (4th Edition, John Wiley, 2001).

Exhibit	Short Name	Description
Ex. 1027	Proakis	John G. Proakis, Digital Communications (4th Edition, McGraw Hill, 2000).
Ex. 1028	Kerpez	Kenneth J. Kerpez, et al., *Advanced DSL Management* (IEEE Communication Magazine, Sept. 2003).
Ex. 1029	Song	Kee Bong Song, et al., *Dynamic Spectrum Management for Next-Generation DSL Systems* (IEEE Communications Magazine, Oct. 2002).
Ex. 1030	Locke	U.S. Patent No. 6,598,188 to Locke
Ex. 1031	Annamalai	U.S. Patent No. 5,023,872 to Annamalai
Ex. 1032	Agreement	Agreement between Nokia and ASSIA

Petitioner Nokia of America Corp. ("Petitioner" or "Nokia") and Patent Owner Adaptive Spectrum and Signal Alignment, Inc. ("Patent Owner" or "ASSIA") have reached a settlement. Under 35 U.S.C. § 317(a) and 37 C.F.R. § 42.74, Nokia and ASSIA jointly move to terminate the present *inter partes* review proceeding and request that the Agreement be treated as business confidential information pursuant to 35 U.S.C.§ 317(b) and 37 C.F.R. § 42.74(c). The Board authorized the parties to file this Joint Motion on June 10, 2025 via email.

I. STATEMENT OF FACTS

A joint motion to terminate generally "must (1) include a brief explanation as to why termination is appropriate; (2) identify all parties in any related litigation involving the patents at issue; (3) identify any related proceedings currently before the Office; and (4) discuss specifically the current status of each such related litigation or proceeding with respect to each party to the litigation or proceeding." *Heartland Tanning, Inc. v. Sunless, Inc.*, IPR2014-00018, Paper 26, at *2 (July 28, 2014).

Patent Owner filed a patent infringement lawsuit alleging infringement of U.S. Patent No. 7,438,669 in the United States District Court for the Eastern District of Texas, captioned *Adaptive Spectrum and Signal Alignment, Inc. v. AT&T Inc., et al.*, 2:24-cv-00029. On February 6, 2025, the court dismissed without prejudice ASSIA's infringement claims related to the'669 patent. On April 14, 2025, the court

dismissed with prejudice ASSIA's remaining claims of infringement. The court dismissed without prejudice AT&T's remaining claims.

Nokia and ASSIA (collectively, the "Parties") subsequently reached an agreement (the "Agreement") to resolve their remaining disputes.

Under 37 C.F.R. § 42.74(b), the Agreement is in writing. A true and correct copy is being filed as Exhibit 1032. The Agreement is being filed electronically with access to "Board and Parties Only."

Pursuant to the Board's email dated June 10, 2025, as part of this Joint Motion the Parties separately request to treat the Agreement as business confidential information and keep it separate from the files of the involved patent under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). This agreement contains confidential commercial and financial information of the Parties.

II. RELIEF REQUESTED

The Parties request termination of this *inter partes* review and respectfully submit that such termination is justified. The Parties also request that the Agreement be treated as business confidential information and be kept separate from the files of this proceeding in accordance with 37 C.F.R. § 42.74(c). "There are strong public policy reasons to favor settlement between the parties to a proceeding." Consolidated Trial Practice Guide 86 (Nov. 2019). "The Board expects that a proceeding will

terminate after the filing of a settlement agreement, unless the Board has already decided the merits of the proceeding." *Id.* (citing 35 U.S.C. §§ 317(a)).

The Board should terminate this proceeding, as the Parties jointly request, for the following reasons.

First, Nokia and ASSIA have met the statutory requirement that they file a "joint request" to terminate before the Office "has decided the merits of the proceeding." 35 U.S.C. § 317(a). In fact, the Board has not yet issued a decision on institution, conducted an oral hearing, or otherwise resolved the merits of the Petition. Under section 317(a), an *inter partes* review shall be terminated upon such joint request "unless the Office has decided the merits of the proceeding before the request for termination is filed." There are no other preconditions recited in 35 U.S.C. § 317(a).

Second, Nokia and ASSIA have reached a settlement as to all the disputes in this proceeding and as to the '669 patent. A true copy of the Agreement is being filed concurrently herewith. *See* Exhibit 1032. This agreement contains confidential commercial and financial information of the Parties. Nokia and ASSIA request that the Agreement be treated as business confidential information and be kept separate from the files of this proceeding in accordance with 37 C.F.R. § 42.74(c). The Parties hereby represent that the documents filed as Exhibits 1032 represent all agreements made in connection with, or in contemplation of, the termination of this proceeding.

This agreement, in the form of the Agreement (Ex. 1032), has been filed with the Board as required by 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(b).

Third, termination would save significant further expenditure of resources by the Parties. Termination upon settlement, as requested, would also further the purpose of *inter partes* review proceedings, which seeks to provide an efficient and less costly alternative forum for patent disputes. Further, maintaining the proceeding would discourage further settlements, as patent owners in similar situations would have a strong disincentive to settle if they perceived that an *inter partes* review would continue regardless of a settlement.

III. CONCLUSION

For the foregoing reasons, ASSIA and Nokia respectfully request termination of this *inter partes* review and request that the Agreement be treated as business confidential information pursuant.

Date: June 18, 2025 By: */M. Scott Stevens/*

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CERTIFICATE OF SERVICE

Patent Owner has consented to email service in this proceeding. Pursuant to 37 C.F.R. §§42.6, the undersigned hereby certifies that a true and correct copy of the foregoing JOINT MOTION TO TERMINATE PROCEEDING AND TO TREAT THE AGREEMENT AS BUSINESS CONFIDENTIAL, and all associated exhibits were served in their entireties on June 18, 2025, upon the Patent Owner at the following email addresses of Patent Owner's litigation counsel:

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