

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ERICSSON INC. and NOKIA OF AMERICA CORPORATION,
Petitioner,

v.

HEADWATER PARTNERS II LLC,
Patent Owner.

IPR2025-00404
Patent 9,413,502 B2

Before HYUN J. JUNG, STEPHEN E. BELISLE, and RUSSELL E. CASS,
Administrative Patent Judges.

CASS, *Administrative Patent Judge.*

TERMINATION

Due to Settlement After Institution of Trial
Granting Joint Request to Treat Settlement
Agreement as Business Confidential Information
35 U.S.C. § 317; 37 C.F.R. §§ 42.5, 42.72, 42.74

We instituted *inter partes* review in this case, IPR2025-00404, with a Decision dated July 29, 2025. Paper 12.

On February 3, 2026, with the Board’s authorization, Petitioner and Patent Owner (collectively, “Parties”) filed a Joint Motion to Terminate in the above-identified proceeding due to settlement (“Joint Motion”). Paper 14. In support of the Joint Motion, the Parties filed a Settlement Agreement, Ex. 2005 (“Settlement Agreement”), as well as a Joint Request to Keep Agreement Business Confidential pursuant to 37 C.F.R. § 42.74(c), Paper 15 (“Joint Request”).

In the Joint Motion, the Parties represent that they have reached an agreement to jointly seek termination of the above-identified *inter partes* review proceeding, and that the filed copy of the Settlement Agreement is a true copy. Joint Motion 1. The Parties further represent that their Settlement Agreement resolves the disputes between them in the present *inter partes* review proceeding relating to U.S. Patent No. 9,413,502. *Id.* Accordingly, the Parties jointly request termination of this proceeding. *Id.* at 2.

The Board generally expects that a case “will terminate after the filing of a settlement agreement, unless the Board has already decided the merits.” *Consolidated Trial Practice Guide*, 86 (Nov. 2019)¹; *see* 35 U.S.C. §317(a); 37 C.F.R. § 42.72. Here, although the Board instituted *inter partes* review of the challenged patent (Paper 12), the Board has not decided the merits of this proceeding. Under these circumstances, therefore, we determine that it

¹ Available at <https://www.uspto.gov/TrialPracticeGuideConsolidated>.

is appropriate to terminate this proceeding as to the Parties, without rendering a final written decision.

After reviewing the Settlement Agreement between the Parties, we find that the Settlement Agreement contains confidential business information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreement between the Parties as business confidential information pursuant to 37 C.F.R. § 42.74(c).

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

ORDER

Accordingly, for the reasons discussed above, it is:

ORDERED that the Joint Motion to Terminate is *granted*, and IPR2025-00404 is *terminated* as to Petitioner and Patent Owner pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the Joint Request to Treat the Settlement Agreement as Business Confidential is *granted*, and the Settlement Agreement shall be kept separate from the file of Patent 9,413,502 B2, and 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).

IPR2025-00404
Patent 9,413,502 B2

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