

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ONEPLUS TECHNOLOGY (SHENZHEN) CO., LTD.,
Petitioners,

v.

PANTECH CORPORATION,
Patent Owner

IPR2025-00762

U.S. Patent No. 10,863,573

**JOINT MOTION TO TERMINATE *INTER PARTES REVIEW*
OF U.S. PATENT NO. 10,863,573 UNDER 37 C.F.R. § 42.72**

Mail Stop **Patent Board**
Patent Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT OWNER’S EXHIBIT LIST

Exhibit Number	Description
2001	Second Amended Docket Control Order, <i>Pantech Corporation and Pantech Wireless, LLC v. OnePlus Technology (Shenzhen) Co., Ltd.</i> , No. 5:24-CV-00038-RWS-JBB (E.D. Tex.) (Dkt. 58) (May 13, 2025)
2002	United States District Courts – National Judicial Caseload Profile
2003	Pantech Corporation’s July 9, 2021 Notice Letter to OnePlus Technology Co., Ltd.
2004	Third Amended Docket Control Order, <i>Pantech Corporation and Pantech Wireless, LLC v. OnePlus Technology (Shenzhen) Co., Ltd.</i> , No. 5:24-CV-00038-RWS-JBB (E.D. Tex.) (Dkt. 86) (July 17, 2025)
2005	Order Modifying Dates in Docket Control Order, <i>Pantech Corporation and Pantech Wireless, LLC v. OnePlus Technology (Shenzhen) Co., Ltd.</i> , No. 5:24-CV-00038-RWS-JBB (E.D. Tex.) (Dkt. 85) (July 17, 2025)
2006	Jury Verdict, <i>Pantech Corp. v. OnePlus Technology (Shenzhen) Co., Ltd.</i> , No. 5:22-cv-00069-RWS (E.D. Tex.) (Dkt. 259) (April 1, 2024)
2007	Final Judgment, <i>Pantech Corp. v. OnePlus Technology (Shenzhen) Co., Ltd.</i> , No. 5:22-cv-00069-RWS (E.D. Tex.) (Dkt. 499) (Jan. 23, 2025)
2008	Kiri Gupta & Urska Petrovcic, <i>Evidence of Systematic “Patent Holdout”</i> , 38 Berkeley Tech. L. J. (2023)
2009	Richard A. Epstein & Kayvan B. Noroozi, <i>Why Incentives for “Patent Holdout” Threaten to Dismantle FRAND, and Why It Matters</i> , 32 Berkeley Tech. L.J. 1381 (2017)
2010	Kalyan Dasgupta & David J. Teece, <i>Protecting Innovation in the Mobile Wireless Ecosystem: Understanding & Addressing “Hold-Out”</i> , 38

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	Berkeley Tech. L.J. 313 (2023)
2011	Claim Construction Order from <i>Pantech Corp. et al. v. OnePlus Tech. (Shenzhen) Co., Ltd.</i> , No. 5:24-cv-00038-RWS-JBB (E.D. Tex.)
2012	Declaration of Dr. Paul Min in Support of Patent Owner's Response
2013	Transcript of December 18, 2025 Deposition of Dr. Titus Lo
2014	Certified Translation of Korean Patent Application No. 10-2013-0053408
2015	U.S. Patent Application Publication No. 2016/0113058
2016	Confidential Settlement Agreement

I. INTRODUCTION

Pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.74, Petitioner OnePlus Technology (Shenzhen) Co., Ltd. (“OnePlus” or “Petitioner”) and Patent Owner Pantech Corporation (“Pantech” or “Patent Owner”) (collectively, the “Settling Parties”) jointly move to terminate the *inter partes* review (“IPR”) of U.S. Patent No. 10,863,573 (the “’573 Patent”) in IPR2025-00762 in its entirety. The Settling Parties were authorized to file this joint motion by the Board via email on May 28, 2026.

II. STATEMENT OF FACTS

OnePlus and Pantech have reached an agreement (memorialized in the “Settlement Agreement”) to resolve their disputes. Pursuant to 37 C.F.R. § 42.74(b), the Settlement Agreement is in writing, and a true and correct copy is being concurrently filed as Exhibit 2016 with access restricted to “Board and Parties Only.” There are no other collateral agreements, whether written or oral, between the Settling Parties made in connection with, or in contemplation of, the termination sought. A “Joint Request to File Settlement Agreement as Business Confidential Information Pursuant to 35 U.S.C. § 317 and 37 C.F.R. § 42.74” is also being filed concurrently with this Joint Motion to Terminate, to treat the Settlement Agreement

as business confidential information and to keep it separate from the files of the involved patent pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

III. RELIEF REQUESTED

Termination of this IPR in its entirety is requested, and the Settling Parties respectfully submit that such termination is justified. “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 Settling Parties jointly request, for the following reasons.

First, OnePlus and Pantech 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). Under section 317(a), an IPR 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, OnePlus and Pantech have reached a settlement as to all the disputes

in this proceeding and as to the '573 Patent – no future litigation involving the Settling Parties and the '573 Patent is contemplated. The Settling Parties have moved to dismiss all pending litigation involving the '573 Patent. *Pantech Corp. v. OnePlus Tech. (Shenzhen) Co., Ltd.*, No. 5:24-cv-00038-RWS-JBB (E.D. Tex.) (Dkt. 116). A true copy of the Settlement Agreement is filed concurrently herewith. *See* EX2016. OnePlus and Pantech request that the Settlement Agreement be treated as confidential business information and be kept separate from the files of this proceeding in accordance with 37 C.F.R. § 42.74(c).

Motions to terminate based on a joint request are routinely granted in the pre-final written decision time frame before substantive briefing has been completed or

an oral hearing has been held.¹ The Settling Parties have not yet completed substantive briefing, an oral hearing has not been held, a final written decision has not issued, and thus termination is appropriate.

Third, termination would save significant further expenditure of resources by the Settling Parties and the Board. Termination upon settlement, as requested, would also further the purpose of IPR proceedings, which seek 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 IPR would continue regardless of a settlement.

¹ See, e.g., *Intas Pharms. Ltd. v. Atossa Therapeutics, Inc.*, IPR2025-00799 (P.T.A.B. May 11, 2026) (Paper 46 at 2–3); *Apple Inc. v. Mullen Indus. LLC*, IPR2022-01389 (P.T.A.B. Nov. 7, 2023) (Paper 20 at 2–3); *Nike, Inc. v. Point 3 Basketball, LLC*, IPR2016-00396 (P.T.A.B. Feb. 22, 2017) (Paper 20 at 2–3); *Am. Megatrends, Inc. v. Kinglite Holdings Inc.*, IPR2016-00114 (P.T.A.B. Dec. 13, 2016) (Paper 22 at 2); *Truist Bank v. United Services Automobile Association*, IPR2023-00183 (P.T.A.B. Oct. 13, 2023) (Paper 24 at 2–3); *Samsung Electronics Co., Ltd. v. Tessera Advanced Technologies, Inc.*, IPR2018-00466 (P.T.A.B. Feb. 4, 2019) (Paper 22 at 2).

In addition, public policy strongly favors terminating the present petition for IPR. Congress and federal courts have expressed a strong interest in encouraging settlement in litigation. *See, e.g., Delta Air Lines, Inc. v. August*, 450 U.S. 346, 352 (1981) (“The purpose of [Fed. R. Civ. P.] 68 is to encourage the settlement of litigation.”); *Bergh v. Dept. of Transp.*, 794 F.2d 1575, 1577 (Fed. Cir. 1986) (“The law favors settlement of cases.”), *cert. denied*, 479 U.S. 950 (1986). The Federal Circuit places a particularly strong emphasis on settlement. *See Cheyenne River Sioux Tribe v. U.S.*, 806 F.2d 1046, 1050 (Fed. Cir. 1986) (noting that the law favors settlement to reduce antagonism and hostility between parties).

IV. CONCLUSION

For the foregoing reasons, OnePlus and Pantech respectfully request termination of this IPR.

Dated: May 29, 2026

Respectfully submitted,

/James A. Fussell, III/

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CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of May, 2026, a copy of the attached JOINT MOTION TO TERMINATE is being served by electronic mail to the attorneys of record.

Dated: May 29, 2026

Respectfully submitted,

/James A. Fussell, III/

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