

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

BOE TECHNOLOGY GROUP CO., LTD.,
Petitioner,

v.

SAMSUNG DISPLAY CO., LTD.,
Patent Owner.

Patent No. 11,081,503

Inter Partes Review No. IPR2025-01494

**JOINT MOTION TO TERMINATE PROCEEDING
PURSUANT TO 35 U.S.C. § 317(A)**

Petitioner's Updated Exhibit List

Exhibit Description	Exhibit #
U.S. Patent No. 11,081,503 to Lee	1001
Expert Declaration of Mike Shuo-Wei Chen	1002
File History of U.S. Patent No. 11,081,503	1003
U.S. Patent No. 5,951,304 to Wildes <i>et al.</i>	1004
International Publication No. WO 2007/145522 to Lieshout	1005
U.S. Patent No. 6,872,081 to Imaoka	1006
Scanned copy of Chapters 4 and 5 of David J.R. Cristaldi et al., “Liquid Crystal Display Drivers: Techniques and Circuits” (Springer Science+Business Media B.V., 2009)	1007
David J.R. Cristaldi et al., “Liquid Crystal Display Drivers: Techniques and Circuits” (Springer Science+Business Media B.V., 2009)	1008
Declaration of Catherine Vassilkova	1009
Scanned copy of George Harmon, “Wire Bonding in Microelectronics (The McGraw-Hill Companies, Inc., 3d ed. 2010)	1010
Declaration of Rachel J. Watters	1011
U.S. Patent Pub. No. 2008/0180376 to Kim <i>et al.</i>	1012
Korean Patent No. 10-1309319 to Kim <i>et al.</i>	1013
U.S. Patent Pub. No. 2004/0070057 to Yoshiike <i>et al.</i>	1014
U.S. Patent Pub. No. 2007/0275578 to Yamada	1015
Japanese Patent Pub. No. 2006-73928 to Ishida	1016

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Japanese Patent Pub. No. 2006-73928 to Ishida – English Translation	1017
Certification of Translation of Japanese Patent Pub. No. 2006-73928 to Ishida	1018
Japanese Patent Pub. No. H4-369622 to Yamamoto <i>et al.</i>	1019
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U.S. Patent Pub. No. 2014/0029226 to Abe <i>et al.</i>	1028
Japanese Patent Pub. No. 02119228 to Morita	1029
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Japanese Patent Pub. No. 02028933 to Ogawa	1032
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Certification of Translation of Japanese Patent Pub. No. 02028933 to Ogawa	1034
U.S. Patent Pub. No. 2007/0013065 to Yuzawa <i>et al.</i>	1035
U.S. Patent Pub. No. 2010/0085696 to Kim <i>et al.</i>	1036
Japanese Patent Pub. No. 2003-68795 to Shioda <i>et al.</i>	1037
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Settlement Agreement (Confidential)	1040 [NEW]

Petitioner BOE Technology Group Co., Ltd. (“BOE”) and Patent Owner Samsung Display Co. Ltd. (“Samsung”) have reached a settlement as to all the disputes in this proceeding. Pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.74, BOE and Samsung jointly move to terminate the present *inter partes* review proceeding. The Board authorized the filing of this motion in their email dated November 20, 2025. Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), and the Board’s authorization e-mail, a Joint Request that the Settlement Agreement Be Treated as Business Confidential Information is being filed concurrently, and the copy of the agreement (EX1040) is being filed as Board and Parties Only.

I. STATEMENT OF FACTS

Samsung Display Co. Ltd. filed a patent infringement lawsuit against BOE, alleging infringement of the ’503 patent. The lawsuit is captioned *Samsung Display Co., Ltd., v. BOE Technology Group Co., Ltd., et al.*, No. 2:25-cv-00430 (E.D. Tex.) and was before the United States District Court for the Eastern District of Texas. The district court action has been dismissed with prejudice.

BOE and Samsung have reached an agreement to resolve the Parties’ disputes at issue in this proceeding. Pursuant to 37 C.F.R. § 42.74(b), the Parties’ Settlement Agreement is in writing, and a true and correct copy is being filed as EX1040. BOE and Samsung certify that there are no collateral agreements or

understandings made in connection with, or in contemplation of, the termination of this IPR. There is no other litigation or proceeding involving the '503 patent between Petitioner and Patent Owner, and no litigation or proceeding between Petitioner and Patent Owner is contemplated in the foreseeable future in view of the Settlement Agreement.

II. RELIEF REQUESTED

Termination of this *inter partes* review is respectfully requested, and the Parties 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 Parties jointly request, for the following reasons:

First, BOE and Samsung 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 *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 of 35 U.S.C. § 317(a). At the time of this paper, the Board has not “decided the merits of the proceeding.”

Second, BOE and Samsung have reached a settlement as to all the disputes in this proceeding. A true copy of the Settlement Agreement is filed concurrently herewith as Board and Parties Only, along with a Joint Request that the Settlement Agreement be Treated as Business Confidential Information. *See* EX1040. No other such agreements, written or oral, exist between or among the Parties relating to this proceeding. The Settlement Agreement thus satisfies the requirements of 35 U.S.C. § 317(b).

Third, termination would save significant further expenditure of resources by the Parties. Termination as requested would also further the purpose of *inter partes* review proceedings to provide an efficient and less costly alternative forum for patent disputes. Further, maintaining the proceeding would discourage future 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, Petitioner and Patent Owner respectfully request termination of this *inter partes* review.

As agreed upon by the parties, Petitioner files this joint motion on behalf of the parties.

Dated: November 25, 2025

Respectfully submitted,

By /s/ Alex S. Yap

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Certificate of Service (37 C.F.R. § 42.6(e)(4))

I hereby certify that the attached JOINT MOTION TO TERMINATE PROCEEDING PURSUANT TO 35 U.S.C. § 317(a) was served as of the below date via email (by agreement) to the following counsel of record for Patent Owner:

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