

UNITED STATES INTERNATIONAL TRADE COMMISSION  
Washington, D.C.

**In the Matter of**

**CERTAIN PORTABLE ELECTRONIC  
COMMUNICATIONS DEVICES,  
INCLUDING MOBILE PHONES AND  
COMPONENTS THEREOF**

**Inv. No. 337-TA-885**

**ORDER NO. 23: INITIAL DETERMINATION GRANTING JOINT MOTION TO  
TERMINATE THE INVESTIGATION IN ITS ENTIRETY**

(February 25, 2014)

On February 10, 2014, Complainants Nokia Corporation and Nokia Inc. ("Nokia") and Respondents HTC Corporation and HTC America, Inc. ("HTC") filed public and confidential versions of a joint motion to terminate this Investigation in its entirety. (Motion Docket No. 885-025.) On February 25, 2014, the Moving Parties filed a corrected public version of the motion and corrected exhibits in support of the motion, including redacted public versions of the settlement agreements. The Moving Parties aver that Intervenor Google Inc. ("Google") does not oppose the motion to terminate the Investigation.

On February 12, 2014, Google filed a response to the motion. Google states that it intervened in this Investigation only with respect to U.S. Patent Nos. 6,035,189, 6,711,211, 8,140,650, and 7,366,529. Google continues that although Google products were identified in Nokia's complaint and infringement contentions and Nokia obtained discovery regarding Google products, Nokia "purported to not accuse Google of infringement to the point that Nokia even declined to participate in any settlement conference with Google as required by the applicable

Ground Rules.” (Google Resp. at 1-2.) Google says that “[u]nder the circumstances,” it does not have a position on the motion to terminate the Investigation. (*Id.* at 2.)

On February 14, 2014, Nokia filed a response to Google’s statement. Nokia contends that Google’s statement contains inaccurate and misleading assertions. Nokia says that it brought this Investigation solely against HTC and the only products accused of infringement in this Investigation have been HTC products, not Google products or services. Nokia continues that it has never asserted in this Investigation that Google infringes any Nokia patents. Nokia adds that even after Google intervened, Nokia did not accuse Google of infringement. Nokia avers that it offered to participate in a settlement conference with Google, but Google never accepted the offer.

The Moving Parties request that the service of the confidential exhibits be limited to the settling parties. The Moving Parties state that good cause exists for limiting the service because disclosure of the confidential exhibits to Google would “significantly prejudice Nokia’s ongoing efforts to negotiate with Google and/or its customers.” (Mot at 1-2.) Having shown good cause, the request is granted pursuant to 19 C.F.R. § 210.21(b).

The Commission’s Rules provide that “[a]ny party may move at any time to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement, including an agreement to present the matter for arbitration, or a consent order, as provided in paragraphs (b), (c) and (d) of this section.” 19 C.F.R. § 210.21(a)(2). In the instant Investigation, the motion to terminate is based on a Settlement Agreement between Nokia Corporation, Nokia GmbH, Nokia Inc., Intellisync Corporation, Here North America, LLC (“Nokia Parties”) and HTC Corporation, HTC America, Inc., HTC Europe Co., Ltd., HTC France Corporation, HTC Germany GmbH, HTC Italia S.r.l., HTC Netherlands

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B.V., HTC Nippon Corporation, and S3 Graphics Co., Ltd. (“HTC Parties”).

In the Settlement Agreement, the Nokia Parties and the HTC Parties agree to the “DISCONTINUANCE OF ACTIONS” and agree to take certain steps to terminate certain actions pending between them. (Ex. A at § 2.) This Investigation is included within the actions the Moving Parties have agreed to terminate. (Ex. A at Schedule C.) The Settlement Agreement references a “Patent and Technology Collaboration Agreement of 7 February 2014” between Nokia Corporation and HTC Corporation, which also is attached to the motion. (Ex. B.)

The moving papers state, in compliance with 19 C.F.R. § 210.21(b)(1), that “[t]he Agreement and additional documents reflect the entire and only agreements between Nokia and HTC regarding the subject matter of this Investigation. There are no other agreements, written or oral, express or implied, between Nokia and HTC regarding the subject matter of this Investigation. Nor are there any other agreements, written or oral, express or implied, between Nokia and Google regarding the subject matter of this Investigation.” (Mot. at 2.)

Confidential and public copies of the agreements were provided, as required by 19 C.F.R. § 210.21(b)(1). The public Settlement Agreement is attached hereto as Exhibit A and the public Patent and Technology Collaboration Agreement of 7 February 2014 is attached hereto as Exhibit B.

19 C.F.R. § 210.50(b)(2) provides that in the case of a proposed termination by settlement agreement, the parties may file statements regarding the impact of the proposed termination on the public interest, and the administrative law judge may hear argument, although no discovery may be compelled, with respect to issues relating solely to the public interest. In any initial determination terminating an investigation by settlement agreement or consent order, the administrative law judge is directed to consider and make appropriate findings regarding the

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effect of the proposed settlement on the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, and United States consumers. 19 C.F.R. § 210.50(b)(2).

The Moving Parties state that “it is in the interest of the public and administrative economy to grant this motion. Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties, and termination based on a settlement agreement is routinely granted.” (Mot. at 2.) Termination of this Investigation does not impose any undue burdens on the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, and United States consumers.

ORDER

Accordingly, it is my Initial Determination that the motion to terminate this Investigation (Mot. Docket No. 885-025) is GRANTED. Because Respondents HTC Corporation and HTC America, Inc. are the only remaining respondents<sup>1</sup> in this Investigation, this Investigation is terminated in its entirety. This Initial Determination, along with supporting documentation, is hereby certified to the Commission.

Pursuant to 19 C.F.R. § 210.42(h), this Initial Determination shall become the determination of the Commission unless a party files a petition for review of the Initial Determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders, on its own motion, a review of the Initial Determination or certain issues herein.

The Moving Parties’ request to limit service of confidential materials to the settling

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<sup>1</sup> Google Inc. is an intervenor, not a Respondent, and in any event does not oppose termination of this Investigation in its entirety. (See Order Nos. 5 and 19 at 3; Google Resp. at 1.) Nokia has affirmatively stated that “the only products accused of infringement in this investigation have always been HTC products, not Google products or services. Indeed, Nokia has never asserted in this investigation that Google infringes any Nokia patent.” (Nokia Resp. at 1.)



parties is granted.

**SO ORDERED.**

A handwritten signature in cursive script that reads "Dee Lord".

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Dee Lord

Administrative Law Judge

# **Exhibit A**

**LITIGATION SETTLEMENT AGREEMENT  
DATED 7 FEBRUARY 2014**

Between  
**NOKIA CORPORATION**  
and others  
and  
**HTC CORPORATION**  
and others

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Settlement Agreement dated 7 February 2014 between NOKIA and HTC

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## LITIGATION SETTLEMENT AGREEMENT

THIS AGREEMENT is dated 7 February 2014 by and between

- (1) **NOKIA CORPORATION**, a public corporation validly organised and existing under the laws of Finland (Business Identity Code 0112038-9), having its principal office at Keilalahdentie 4, FIN-02150 Espoo, Finland,
- (2) **NOKIA GMBH**, of Balcke-Dürr-Allee 2, 40882 Ratingen, Germany,
- (3) **NOKIA INC.**, of 200 South Matilda Ave, West Washington Ave, Sunnyvale, California 94086, USA
- (4) **INTELLISYNC CORPORATION**, of 2550 North First Street, Suite 500 San Jose, California 95131, USA,
- (5) **HERE NORTH AMERICA, LLC**, of 425 W Randolph St Fl 7, Chicago, Illinois 60606-1515, USA,

(together "Nokia"); and

- (6) **HTC CORPORATION**, (previously called High Tech Computer Corporation), a company validly organized and existing under the laws of Taiwan, R.O.C., having its principal office at 23 Xinghua Road, Tayouan 330, Taiwan, R.O.C,
- (7) **HTC AMERICA, INC.**, of 13920 SE Eastgate Way, Suite 400, Bellevue, Washington 98005, USA,
- (8) **HTC Europe Co., Ltd**, of Wellington Street, Slough, Berkshire, SL 1 1YP, United Kingdom,
- (9) **HTC France Corporation**, of 47-49 rue de Sèvres, 92100 Boulogne-Billancourt, France,
- (10) **HTC Germany GmbH**, of Solmsstraße 18, Building E, 60486 Frankfurt am Main, Germany,
- (11) **HTC Italia S.r.l**, of Via Caterina Troiani 75, 00144 Roma, Italy,
- (12) **HTC Netherlands B.V.**, of Papendorpseweg 99 - 4, 3528BJ Utrecht, The Netherlands,
- (13) **HTC Nippon Corporation**, of 13F Arc Mori Bldg., 12-32, Akasaka 1-chome, Minato-ku, Tokyo, Japan
- (14) **S3 Graphics Co., Ltd**, of 2nd Fl. Zephyr House, Mary St. P.O. Box 709, Grand Cayman, Grand Cayman Islands (KY), British West Indies,

(together "HTC"), each of whom are separately a "Party" and together "the Parties",

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Settlement Agreement dated 7 February 2014 between NOKIA and HTC

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## WHEREAS

- a. the Parties have initiated a number of actions for patent infringement, revocation or nullity, oppositions, and an arbitration;
- b. Nokia Corporation and HTC Corporation have now entered a Patent and Technology Collaboration Agreement of 7 February 2014;
- c. the Parties have agreed to settle these actions and other matters referred to herein without admission of liability;

**NOW, THEREFORE** and in consideration of the mutual promises contained herein the Parties hereto agree as follows:

## 1. DEFINITIONS

For the purpose of this Agreement the terms defined below shall have the following meanings (and where the context so requires the singular shall include the plural and *vice versa*):

- 1.1 **"Arbitration"** means *HTC Corporation, et al, v Nokia Corporation*, International Chamber of Commerce, International Court of Arbitration ICC Case No. 18896/ARP;
- 1.2 **"HTC and S3 Actions"** means the actions listed in Schedule B including appeals therefrom, and any other action, opposition or complaint, filed before the date of this Agreement, before any court, patent office, regulator or administrative body filed in response to the Nokia Actions (whether by way of counterclaim or otherwise), including without limitation nullity actions, revocation actions in the same or another country, patent office opinion actions, oppositions or other invalidation actions filed against the Patents, or claims for declaratory relief, complaints to regulatory bodies, or claims in competition law or contract law that Nokia is obliged to grant a licence to the Patents on any terms;
- 1.3 **"Nokia Actions"** means the actions and investigations listed in Schedule A including appeals therefrom; and
- 1.4 **"Patents"** means the patents asserted and/or impugned in the Nokia Actions and the HTC and S3 Actions.

## 2. DISCONTINUANCE OF ACTIONS

- 2.1 Within one business day of the Parties' signature of this Agreement, the Parties shall jointly notify the Office of the General Counsel of the International Trade Commission regarding the status of the Parties' negotiations and to request an extension of the

target date and a stay of the issuance of any Final Determination in ITC Investigation No. 337-TA-847.

2.2 Within ten working days of the Parties' signature of this Agreement or before February 24, whichever is sooner:

2.2.1 Nokia shall take steps sufficient to procure that the Nokia Actions (other than the UK proceedings in relation to EP(UK) 0998024) be withdrawn, discontinued or dismissed, without prejudice. [REDACTED]

2.2.2 Nokia shall also take steps sufficient to procure that all orders for relief in the Nokia Actions made against HTC and which survive the withdrawal, discontinuance and dismissal are set aside (including, by way of example and without limitation, all injunctions, orders for delivery up of infringing items, orders for recall of infringing items, orders for assessment and payment of damages or accounts of profit and orders for payment of costs).

2.2.3 Nokia and HTC shall by consent stay the proceedings relating to EP(UK) 0998024 and release each other from undertakings given to the Court on 29 November 2012 on substantially the terms set out in Schedule C

2.2.4 Nokia and HTC shall each take steps to procure that the other is released from all of its undertakings (other than as to confidentiality) in the Nokia Actions.

2.2.5 [REDACTED]  
For the avoidance of doubt, this provision does not affect the provision of 2.6 below that, *inter alia*, each Party bears its own legal fees.

2.2.6 HTC shall without undue delay file its consent, where necessary to effect the withdrawal, discontinuance, dismissal, setting aside and release from undertakings.

2.2.7 In the event that any Court or administrative body were to issue any summary judgment, procedural order, injunction or exclusion order ("Intervening Ruling") in any of the Nokia Actions, after the date hereof, the parties shall, within 3 business days of such Intervening Ruling, take steps sufficient to procure the vacature, termination, withdrawal, rescission, ineffectiveness, or other action that terminates such Intervening Ruling as to either party. For the avoidance of doubt, the issuance of a Final Determination and/or grant of an exclusion order or cease and desist order shall constitute non-exclusive examples of an Intervening Ruling.

2.2.8 HTC shall procure that the HTC and S3 Actions be withdrawn, discontinued or dismissed, without prejudice. Nokia shall without undue delay file its consent, where necessary to effect the withdrawal discontinuance or dismissal.

2.2.9 [REDACTED]

██████████ For the avoidance of doubt, this provision does not affect the provision of 2.6 below that, *inter alia*, each Party bears its own legal fees.

- 2.3 In relation to Italian Summary Proceedings Dockets R.G. 29248/2013 and R.G. 37164/2013 the Parties shall agree to appear before the two appointed judges at the Parties' earliest convenience to record the abandoning of the proceedings. To this end, the Parties will promptly inform the independent experts appointed by the Court of Rome that an agreement has been executed.
- 2.4 The Parties shall inform the Tribunal in the Arbitration that matters between them are settled and request termination of the Arbitration. ██████████  
██████████  
██████████  
██████████
- 2.5 The Parties shall file papers in substantially similar form to those in Schedule C in the respective courts or agencies as part of effecting the discontinuance of actions in this Clause 2. ██████████  
██████████  
██████████
- 2.6 Each Party shall bear all their own costs and fees, and neither Party shall request reimbursement of its legal costs, court fees or expenses from the other.
- 2.7 Any bonds or securities shall be promptly returned to the Party providing them.
- 2.8 ██████████  
██████████

### 3. NO ADMISSIONS, REPRESENTATIONS AND WARRANTIES

- 3.1 No Party makes any admission with regard to infringement, non-infringement, validity, invalidity, damages, or any other issue regarding the Patents or any other patents owned or controlled by the Parties, or with regard to any of the Parties' products.
- 3.2 The withdrawal of the Nokia Actions and the HTC and S3 Actions pursuant to Clause 2 above is without prejudice to either Party's assertions, claims, or defenses made in the Nokia Actions or HTC and S3 Actions.
- 3.3 ██████████  
██████████
- 3.4 Each party represents and warrants to the other Party that:

3.4.1 the person(s) signing this Agreement on its behalf is fully authorised and legally competent to execute and deliver this Agreement on its behalf; and

3.4.2 the performance of this Agreement have been fully authorised by all necessary corporate and other action.

4. **BINDING EFFECT**

This Agreement is binding on all Parties upon signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

5. **FURTHER ASSURANCE**

Each Party shall at its own cost and expense use all reasonable endeavours to ensure the carrying out of whatever further actions (including the execution of further documents) may be required to give effect to this Agreement.

6. **APPLICABLE LAW AND JURISDICTION**

6.1

[REDACTED]

6.2

[REDACTED]

7. **MISCELLANEOUS**

7.1 Except as provided in the Patent and Technology Collaboration Agreement, neither Party will make any press announcement or press release about this Agreement or its terms and neither Party shall divulge the terms of this Agreement to a third party except:

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- 7.1.1 to any court or patent office or arbitral institution or tribunal in order to enforce the terms of this Agreement;
  - 7.1.2 to its external advisers where necessary;
  - 7.1.3 if ordered or obliged to disclose it by any Court or administrative agency of competent jurisdiction; or
  - 7.1.4 in other circumstances with the other Party's consent.
- 7.2 No variation of this Agreement shall be effective unless made in writing and signed by each of the Parties. This clause 7.2 can only be varied in writing and by signature of the Parties.
- 7.3 Each Party acknowledges and represents that in entering into this Agreement, it is not relying on any representations, by or on behalf of any other Party, not expressly set forth in this Agreement and that no such representations have been made to it by or on behalf of any other party.
- 7.4 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective predecessors, affiliates, representatives, and permitted successors and assigns.
- 7.5 No failure to exercise, nor any delay in exercising, on part of either Party, any right, benefit or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, benefit or remedy prevent any further exercise thereof or the exercise of any other right, benefit or remedy. No waiver of any provision shall be binding in any event unless executed in writing by the Party hereto making the waiver.
- 7.6 If at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. The invalid provision shall be replaced by a valid one, which achieves to the fullest extent possible the original purpose and commercial goal of the invalid provision.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorised representatives:

Nokia Corporation

By: Pees

Name: PAUL MELIN

Title: CHIEF IP OFFICER

Dated: 07.02.2014

By: Eeva Hakoranta

Name: Eeva Hakoranta

Title: HEAD OF PATENT LICENSING

Dated: 07.02.2014

Nokia GmbH

By: SLCA

Name: Sebastian Ulrich

Title: General Manager

Dated: 07.02.2014

By: M. Vogel

Name: Martin Vogel

Title: Head of Finance

Dated: 07.02.2014

Nokia Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

HERE North America, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Intellisync Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Settlement Agreement dated 7 February 2014 between NOKIA and HTC

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IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorised representatives:

**Nokia Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Nokia GmbH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Nokia Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**HERE North America, LLC**

By: Robert Burns  
Name: Robert Burns  
Title: Vice President & Treasurer  
Dated: 2/7/14

**Intellisync Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**HERE North America, LLC**

By: Janet Lee  
Name: Janet Lee  
Title: Vice President & Secretary  
Dated: 2/7/14

Settlement Agreement dated 7 February 2014 between NOKIA and HTC

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IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorised representatives:

**Nokia Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Nokia GmbH**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Nokia Inc.**

By: \_\_\_\_\_

Name: MARIO VIAMIN

Title: CEO Nokia Inc

Dated: 1-7-14

**HERE North America, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Intellisync Corporation**

By: \_\_\_\_\_

Name: MARIO VIAMIN

Title: Director

Dated: 1-7-14

Settlement Agreement dated 7 February 2014 between NOKIA and HTC

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IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorised representatives:

**Nokia Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Nokia GmbH**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Nokia Inc.**

By: 

Name: MATT ROTHSCILD

Title: HEAD OF SALES OPERATIONS

Dated: 2-7-14

**HERE North America, LLC**

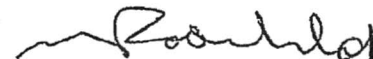
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Intellisync Corporation**

By: 

Name: MATT ROTHSCILD

Title: HEAD OF SALES OPERATIONS

Dated: 2-7-14

Settlement Agreement dated 7 February 2014 between NOKIA and HTC

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HTC Corporation

By: P. Chen

Name: Peter Chen

Title: CEO

Dated: February 7, 2014

HTC America, Inc.

By: P. Chen

Name: Peter Chen

Title: Director

Dated: February 7, 2014

HTC Europe Co., Ltd

By: P. Chen

Name: Peter Chen

Title: Director

Dated: February 7, 2014

HTC France Corporation

By: Chiatin Chang

Name: Chiatin Chang

Title: Director

Dated: February 7, 2014

HTC Germany GmbH

By: Philip Blair

Name: PHILIP BLAIR

Title: DIRECTOR

Dated: February 7, 2014

HTC Italia S.r.l

By: Philip Blair

Name: PHILIP BLAIR

Title: DIRECTOR

Dated: February 7, 2014

HTC Netherlands B.V.

By: Chiatin Chang

Name: Chiatin Chang

Title: Director

Dated: February 7, 2014

HTC Nippon Corporation

By: Fred Liu

Name: Fred Liu

Title: Director

Dated: February 7, 2014

S3 Graphics Co., Ltd

By: P. Chen

Name: Peter Chen

Title: Director

Dated: February 7, 2014

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## SCHEDULE A

### Nokia Actions

- *In the Matter of Certain Portable Electronic Communications Devices, Including Mobile Phones and Components Thereof*, ITC Inv. No. 337-TA-885;
- *Certain Electronic Devices, Including Mobile Phones and Tablet Computers, and Components Thereof*, ITC Inv. No. 337-TA-847;
- *Nokia Corporation, et al. v. HTC Corporation, et al.*, U.S. District Court for the Southern District of California, Case No. 13-CV-01231 BEN WMC;
- *Nokia Corporation, et al. v. HTC Corporation, et. al.*, U.S. District Court for Delaware, Civil Actions Numbers. 12-549-LPS, 12-550-LPS, 12-551-LPS;
- *In re Ex Parte Application of Nokia Corporation*, U.S. District Court for the Southern District of California, 13-CV-1152-WQH-(BLM);
- *In re Ex Parte Application of Nokia Corp. and Nokia GmbH.*, U.S. District Court for the Southern District of California, 12-cv-2653 BEN (WMC);
- *In re Ex Parte Application of Nokia Corporation*, U.S. District Court for the Southern District of California, 13-CV-2970-W (WVG);
- *In re Ex Parte Application of Nokia Corporation*, U.S. District Court for the Central District of California, 8:13-MC-00011-UA-AN;
- *In re Ex Parte Application of Nokia Corporation*, U.S. District Court for the Northern District of California, 5:13-mc-80167-EJD;
- *In re Ex Parte Application of Nokia Corporation*, U.S. District Court for the Northern District of California, 5:13-mc-80217-EJD;
- *Nokia Oyj v HTC Corporation, et al.*, Regional Court Dusseldorf case numbers 4b O 54/13, 4b O 67/12, 4b O 68/12, 4b O 69/12, 4b O 70/12, 4b O 101/13 and 4b O 107/13;
- *Nokia Oyj v HTC Corporation, et al.*, Regional Court Mannheim case numbers 2 O 119/12 (incl. ZV I, ZV II and ZV III), 2 O 120/12, 2 O 121/12, 2 O 122/12, 2 O 123/12, 2 O 130/12, 2 O 131/12, 2 O 45/13, 2 O 74/13, 2 O 186/13, 2 O 200/13, 7 O 120/12, 7 O 121/12, 7 O 175/12, 7 O 187/12, 7 O 201/12, 7 O 206/12, 7 O 17/13 and 2 O 10/14;
- *Nokia Oyj v HTC Corporation, et al.*, Regional Court Munich case numbers 7 O 5287/13, 7 O 5327/13, 21 O 8627/12, 21 O 8629/12 and 21 O 8630/12;
- *Nokia Oyj v HTC Corporation, et al.*, Higher Regional Court Karlsruhe case numbers 6 U 40/13 (incl. pending appeals regarding decisions in the cases 2 O 119/12 ZV I, ZV II and ZV III based on EP 0 637 175 B1), 6 U 41/13, 6 U 42/13, 6 U 82/13 and 6 U 117/13;
- *Nokia Oyj v HTC Corporation, et al.*, Higher Regional Court Munich case number 6 U 38/14, 6 U 412/14, and 6 U 3524/13

- *Nokia GmbH, et al, v HTC Corporation* Federal Patent Court case number 2 Ni 1/13 (EP);
- *Nokia GmbH v S3 Graphics Co., Ltd*, Federal Patent Court case number 2 Ni 47/12 (EP);
- *Nokia Corporation v HTC Corporation*, UK case numbers HC 12 C 02909, HC 12 A 02913, HC 12 D 02916, HC 12 C 02915, HC 12 D 02910, HC 12 F 02912, HC 12 E 02911 and HC 12 B 02914;
- *Nokia Oyj v HTC Corporation, et al.*, Tribunal de Grande Instance, Paris, case numbers 13/07297, 13/14125 and 13/16814;
- *Nokia Oyj v HTC Corporation, et al.*, Tribunale di Roma case numbers 29248/2013 and 37164/2013;
- *Nokia Oyj v HTC Corporation, et al.*, Regional Court of The Hague case numbers C/09/447528 – HA ZA 13-825 and C/09/450484 – HA ZA 13-1037;
- *Nokia Corporation v HTC Nippon Corporation*, Tokyo District Court case numbers Heisei 25 (Wa) 25487 and 25488 and IP High Court case number Heisei 25 (Ne) 10116; and
- Any other actions, proceedings, or suits adverse to HTC or its Affiliates with respect to any of their products brought by or participated in by NOKIA or its Affiliates.



## SCHEDULE B

### HTC and S3 Actions

- *HTC Corporation v Nokia Oyj*, Regional Court Munich case numbers 7 O 16023/12 and 7 O 13368/13;
- *HTC Corporation v Nokia GmbH*, Regional Court Mannheim case number 7 O 181/12;
- *HTC Corporation v Nokia GmbH*, Higher Regional Court Karlsruhe case number 6 U 131/13;
- *S3 Graphics Co., Ltd v Nokia Oyj*, Regional Court Dusseldorf case number 4a O 113/12;
- *S3 Graphics Co., Ltd v Nokia GmbH*, Regional Court Mannheim case number 7 O 182/12;
- *S3 Graphics Co., Ltd v Nokia GmbH*, Higher Regional Court Karlsruhe case number 6 U 128/13;
- *HTC Corporation v Nokia Oyj*, Federal Patent Court case numbers 2 Ni 24/12 (EP), 2 Ni 28/12 (EP), 5 Ni 55/12 (EP), 5 Ni 72/12 (EP), 5 Ni 92/12 (EP), 5 Ni 5/13 (EP), 5 Ni 7/13 (EP), 5 Ni 9/13 (EP), 5 Ni 10/13 (EP), 5 Ni 21/13 (EP), 5 Ni 26/13 (EP), 6 Ni 4/14 (EP), 6 Ni 26/14 (EP), 6 Ni 27/14 (EP), 6 Ni 29/14 (EP), 6 Ni 30/14 (EP), 6 Ni 33/14 (EP), 6 Ni 35/14 (EP), 6 Ni 41/14 (EP), 6 Ni 42/14 (EP), 6 Ni 43/14 (EP), 6 Ni 48/14 (EP), 6 Ni 49/14 (EP), 6 Ni 54/14 (EP), 6 Ni 59/14 (EP), 6 Ni 62/14 (EP) and nullity action in respect of EP 0 754 395 (filed December 20, 2013, 6 Ni 66/14 (EP));
- *Nokia Corporation v HTC Corporation*, UK case numbers HC 12 A 2048, HC 12 F 2047, HC12 B 2456, HC 12 E 2119, HC 12 C 2570, HC12 D 2571, HC 12 D 2118, HC 12 A 2191, HC 12 B 2068, HC 12 B 2569, HC 12 D 2603, HC 12 E 2095, HC 12 F 2375, HC 12 B 2049, HC 12 B 2425, HC 12 C 04719 and HC 13 P 00098;
- *In Re: Application of HTC Corp. and S3 Graphics Co. Ltd. for the Issuance of a Subpoena to Qualcomm Inc.*, United States District Court, Southern District of California, Case No. 12-cv-3046-BEN-DHB; and
- Any other actions, proceedings, or suits adverse to Nokia or its Affiliates with respect to any of their products brought by or participated in by HTC or its Affiliates.

SCHEDULE C

PM 4L

1 RYAN W. KOPPELMAN (Ca. Bar No. 290704)  
2 ryan.koppelman@alston.com  
3 ALSTON & BIRD LLP  
4 275 Middlefield Road, Suite 150  
5 Menlo Park, CA 94025-4008  
6 Telephone: 650-838-2000  
7 Facsimile: 650-838-2001

8 CASONDRA K. RUGA (Ca. Bar No. 237597)  
9 casondra.ruga@alston.com  
10 ALSTON & BIRD LLP  
11 333 South Hope Street  
12 Sixteenth Floor  
13 Los Angeles, CA 90071  
14 Telephone: 213 576-1000  
15 Facsimile: 213 576-1100

16 BYRON HOLZ (*pro hac vice*)  
17 byron.holz@alston.com  
18 ALSTON & BIRD LLP  
19 1201 West Peachtree Street  
20 Atlanta, GA 30309  
21 Telephone: 404-881-7000  
22 Facsimile: 404-881-7777

23 *Attorneys for Applicant Nokia Corporation*

24 UNITED STATES DISTRICT COURT  
25 NORTHERN DISTRICT OF CALIFORNIA  
26 SAN JOSE DIVISION

27 *In re Ex Parte* Application of Nokia Corporation,  
28 Applicant,

For an Order Pursuant to 28 U.S.C. § 1782 Granting  
Leave to Obtain Discovery From Google Inc. for  
use in Foreign Proceeding.

Case No.: 5:13-mc-80167-EJD-HRL

**NOTICE OF WITHDRAWAL OF  
SUBPOENA**

29 Nokia's above captioned application was previously granted and a subpoena to  
30 Google was issued. Nokia and HTC have agreed to dismiss the foreign litigation to which this  
31 application relates. Accordingly, Nokia hereby withdraws the subpoena issued to Google in this  
32 matter.

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DATED: February 7, 2014

Respectfully submitted,  
ALSTON & BIRD, LLP

---

RYAN W. KOPPELMAN  
CASONDRA K. RUGA  
BYRON HOLZ

Attorneys for Applicant Nokia Corporation

PM GL

1 RYAN W. KOPPELMAN (Ca. Bar No. 290704)  
2 ryan.koppelman@alston.com  
3 ALSTON & BIRD LLP  
4 275 Middlefield Road, Suite 150  
5 Menlo Park, CA 94025-4008  
6 Telephone: 650-838-2000  
7 Facsimile: 650-838-2001

8 CASONDRA K. RUGA (Ca. Bar No. 237597)  
9 casondra.ruga@alston.com  
10 ALSTON & BIRD LLP  
11 333 South Hope Street  
12 Sixteenth Floor  
13 Los Angeles, CA 90071  
14 Telephone: 213 576-1000  
15 Facsimile: 213 576-1100

16 BYRON HOLZ (*pro hac vice*)  
17 byron.holz@alston.com  
18 ALSTON & BIRD LLP  
19 1201 West Peachtree Street  
20 Atlanta, GA 30309  
21 Telephone: 404-881-7000  
22 Facsimile: 404-881-7777

23 *Attorneys for Applicant Nokia Corporation*

24 UNITED STATES DISTRICT COURT  
25 NORTHERN DISTRICT OF CALIFORNIA  
26 SAN JOSE DIVISION

27 *In re Ex Parte* Application of Nokia Corporation,  
28 Applicant,

Case No.: 5:13-mc-80217-EJD-PSG

**NOTICE OF VOLUNTARY DISMISSAL**

For an Order Pursuant to 28 U.S.C. § 1782 Granting  
Leave to Obtain Discovery From Google Inc. for  
use in Foreign Proceeding.

Currently pending before the Court is Nokia's Amended Application for Subpoena of  
Google in Aid of Prosecution of Foreign Patent Litigation (Doc. No. 15). Nokia and HTC have  
agreed to dismiss the foreign litigation to which this application relates. No answer or motion for  
summary judgment has been filed, and Nokia hereby voluntarily dismisses the application without

1 prejudice. *See* Fed. R. Civ. P. Rule 41(a)(1)(A)(i).

2  
3 DATED: February 7, 2014

Respectfully submitted,  
ALSTON & BIRD, LLP

4  
5  
6  
7 RYAN W. KOPPELMAN  
CASONDRA K. RUGA  
BYRON HOLZ

8  
9 Attorneys for Applicant Nokia Corporation  
10  
11  
12  
13  
14  
15  
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de Rechtspraak

## B12 Verzoek vervroeging roldatum

### Vervroeging roldatum

Aan de civiele griffie van de rechtbank  
Bijlage ingediend door

Den Haag  
mr. A. Killan  
**Bird & Bird LLP**  
K  
070 353 88 00

Telefoonnummer

E-mailadres

[armand.killan@twobirds.com](mailto:armand.killan@twobirds.com)

### Zaakgegevens

Zaaknummer  
Eisende partij  
Advocaat  
Kantoor

C/09/447528  
NOKIA OYJ (EIS1)  
Killan, mr. A.  
Bird & Bird LLP

Gedaagde partij(en)  
Advocaat  
Kantoor

HTC CORPORATION (GED1)  
Baron van Utenhove, mr. L.Ph.J.  
Wessel Tideman Sassen

Gedaagde partij(en)  
Advocaat  
Kantoor

HTC NETHERLANDS B.V. (GED2)  
Baron van Utenhove, mr. L.Ph.J.  
Wessel Tideman Sassen

Roldatum  
Datum bericht

12-02-2014  
11-02-2014

Wederpartij geïnformeerd

Ja

Verzoek te plaatsen op roldatum

12-02-2014

Toelichting

Eiseres wenst de zaak op de rol van 12 februari  
2012 op te brengen voor doorhaling (met  
instemming van gedaagden)

PM 4L



de Rechtspraak

## B6 Verzoek doorhalen / opbrengen (doorgehaalde) zaak

### Doorhaling

Aan de civiele griffie van de rechtbank  
Bijlage ingediend door

Den Haag  
mr. A. Killan  
**Bird & Bird LLP**  
K  
070 353 88 00

Telefoonnummer

E-mailadres

[armand.killan@twobirds.com](mailto:armand.killan@twobirds.com)

### Zaakgegevens

Zaaknummer  
Eisende partij  
Advocaat  
Kantoor

C/09/447528  
NOKIA OYJ (EIS1)  
Killan, mr. A.  
Bird & Bird LLP

Gedaagde partij(en)  
Advocaat  
Kantoor

HTC CORPORATION (GED1)  
Baron van Utenhove, mr. L.Ph.J.  
Wessel Tideman Sassen

Gedaagde partij(en)  
Advocaat  
Kantoor

HTC NETHERLANDS B.V. (GED2)  
Baron van Utenhove, mr. L.Ph.J.  
Wessel Tideman Sassen

Roldatum  
Datum bericht

12-02-2014  
11-02-2014

Wederpartij geïnformeerd

Ja

Eenstemmig

Ja

Am HL





de Rechtspraak

## B12 Verzoek vervroeging roldatum

### Vervroeging roldatum

Aan de civiele griffie van de rechtbank  
Bijlage ingediend door

Telefoonnummer

E-mailadres

Den Haag  
mr. A. Killan  
**Bird & Bird LLP**  
K  
070 353 88 00

[armand.killan@twobirds.com](mailto:armand.killan@twobirds.com)

### Zaakgegevens

Zaaknummer

Eisende partij

Advocaat

Kantoor

C/09/450484  
NOKIA OYJ (EIS1)  
Killan, mr. A.  
Bird & Bird LLP

Gedaagde partij(en)

Advocaat

Kantoor

HTC CORPORATION (GED1)  
Baron van Utenhove, mr. L.Ph.J.  
Wessel Tideman Sassen

Gedaagde partij(en)

Advocaat

Kantoor

HTC NETHERLANDS B.V. (GED2)  
Baron van Utenhove, mr. L.Ph.J.  
Wessel Tideman Sassen

Roldatum

Datum bericht

12-02-2014

11-02-2014

Wederpartij geïnformeerd

Ja

Verzoek te plaatsen op roldatum

12-02-2014

Toelichting

Eiseres wenst de zaak op de rol van 12 februari  
2012 op te brengen voor doorhaling (met  
instemming van gedaagden)

By AL



de Rechtspraak

## B6 Verzoek doorhalen / opbrengen (doorgehaalde) zaak

### Doorhaling

Aan de civiele griffie van de rechtbank  
Bijlage ingediend door

Den Haag  
mr. A. Killan  
**Bird & Bird LLP**  
K  
070 353 88 00

Telefoonnummer

E-mailadres

[armand.killan@twobirds.com](mailto:armand.killan@twobirds.com)

### Zaakgegevens

Zaaknummer  
Eisende partij  
Advocaat  
Kantoor

C/09/450484  
NOKIA OYJ (EIS1)  
Killan, mr. A.  
Bird & Bird LLP

Gedaagde partij(en)  
Advocaat  
Kantoor

HTC CORPORATION (GED1)  
Baron van Utenhove, mr. L.Ph.J.  
Wessel Tideman Sassen

Gedaagde partij(en)  
Advocaat  
Kantoor

HTC NETHERLANDS B.V. (GED2)  
Baron van Utenhove, mr. L.Ph.J.  
Wessel Tideman Sassen

Roldatum  
Datum bericht

12-02-2014  
11-02-2014

Wederpartij geïnformeerd

Ja

Eenstemmig

Ja

PM 6L

1 Michael Newton (State Bar No. 156225)  
2 **ALSTON & BIRD LLP**  
3 Harwood International Center  
4 2828 North Harwood Street  
5 Eighteenth Floor  
6 Dallas, TX 75201-2139  
7 Telephone: 214-922-3400  
8 Facsimile: 214-922-3899  
9 Email: mike.newton@alston.com

6 Casondra K. Ruga (State Bar No. 237597)  
7 **ALSTON & BIRD LLP**  
8 333 South Hope Street  
9 Sixteenth Floor  
10 Los Angeles, CA 90071  
11 Telephone: 213-576-1000  
12 Facsimile: 213-576-1100  
13 Email: casondra.ruga@alston.com

14 Attorneys for Applicant

12 **UNITED STATES DISTRICT COURT**  
13 **SOUTHERN DISTRICT OF CALIFORNIA**

14 *In re Ex Parte* Application of Nokia Corp.  
15 and Nokia GmbH,

16 Applicant,

17 For an Order Pursuant to 28 U.S.C. § 1782  
18 Granting Leave to Obtain Discovery From  
19 Qualcomm Incorporated for use in Foreign  
20 Proceedings.

Case No.: 12-cv-2653-BEN-(WMC)

**NOTICE OF WITHDRAWAL OF  
SUBPOENA**

21 Nokia's above captioned application was previously granted and a  
22 subpoena to Qualcomm was issued. Nokia and HTC have agreed to dismiss the  
23 foreign litigation to which this application relates. Accordingly, Nokia hereby  
24 withdraws the subpoena issued to Qualcomm in this matter.  
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DATED: February 7, 2014

MICHAEL NEWTON  
CASONDRA K. RUGA  
**ALSTON & BIRD LLP**

---

**ALSTON & BIRD LLP**  
Attorneys for Applicant  
**Nokia Corporation**

AM GL

1 Ryan W. Koppelman (State Bar No. 290704)  
2 **ALSTON & BIRD LLP**  
3 275 Middlefield Road, Suite 150  
4 Menlo Park, CA 94025-4008  
5 Telephone: 650-838-2000  
6 Facsimile: 650-838-2001  
7 Email: ryan.koppelman@alston.com

8 Casondra K. Ruga (State Bar No. 237597)  
9 **ALSTON & BIRD LLP**  
10 333 South Hope Street  
11 Sixteenth Floor  
12 Los Angeles, CA 90071  
13 Telephone: 213-576-1000  
14 Facsimile: 213-576-1100  
15 Email: casondra.ruga@alston.com

16 Attorneys for Applicant

17 **UNITED STATES DISTRICT COURT**  
18 **SOUTHERN DISTRICT OF CALIFORNIA**

19 *In re Ex Parte* Application of Nokia  
20 Corporation,

21 Applicant,

22 For an Order Pursuant to 28 U.S.C. § 1782  
23 Granting Leave to Obtain Discovery From  
24 Qualcomm Incorporated for use in Foreign  
25 Proceedings.

Case No.: 13-cv-1152-WQH-(BLM)

**NOTICE OF WITHDRAWAL OF  
SUBPOENA**

26 Nokia's above captioned application was previously granted and a  
27 subpoena to Qualcomm was issued. Nokia and HTC have agreed to dismiss the  
28 foreign litigation to which this application relates. Accordingly, Nokia hereby  
withdraws the subpoena issued to Qualcomm in this matter.

1  
2 DATED: February 7, 2014

RYAN W. KOPPELMAN  
CASONDRA K. RUGA  
ALSTON & BIRD LLP

3  
4  
5 ALSTON & BIRD LLP  
6 Attorneys for Applicant  
7 Nokia Corporation  
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1 Ryan W. Koppelman (State Bar No. 290704)  
2 **ALSTON & BIRD LLP**  
3 275 Middlefield Road, Suite 150  
4 Menlo Park, CA 94025-4008  
5 Telephone: 650-838-2000  
6 Facsimile: 650-838-2001  
7 Email: ryan.koppelman@alston.com

8 Casondra K. Ruga (State Bar No. 237597)  
9 **ALSTON & BIRD LLP**  
10 333 South Hope Street  
11 Sixteenth Floor  
12 Los Angeles, CA 90071  
13 Telephone: 213-576-1000  
14 Facsimile: 213-576-1100  
15 Email: casondra.ruga@alston.com

16 Attorneys for Applicant

17 **UNITED STATES DISTRICT COURT**  
18 **SOUTHERN DISTRICT OF CALIFORNIA**

19 *In re Ex Parte* Application of Nokia  
20 Corporation,

21 Applicant,

22 For an Order Pursuant to 28 U.S.C. § 1782  
23 Granting Leave to Obtain Discovery From  
24 Qualcomm Incorporated for use in Foreign  
25 Proceedings.

Case No.: 13-cv-2970-W-(WVG)

**NOTICE OF WITHDRAWAL OF  
SUBPOENA**

26 Nokia's above captioned application was previously granted and a  
27 subpoena to Qualcomm was issued. Nokia and HTC have agreed to dismiss the  
28 foreign litigation to which this application relates. Accordingly, Nokia hereby  
withdraws the subpoena issued to Qualcomm in this matter.

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DATED: February 7, 2014

RYAN W. KOPPELMAN  
CASONDRA K. RUGA  
ALSTON & BIRD LLP

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ALSTON & BIRD LLP  
Attorneys for Applicant  
Nokia Corporation

*py* *sk*



**THE UNITED STATES INTERNATIONAL TRADE COMMISSION**  
**Washington, D.C.**

In the Matter of

CERTAIN ELECTRONIC DEVICES,  
INCLUDING MOBILE PHONES AND  
TABLET COMPUTERS, AND  
COMPONENTS THEREOF

Investigation No. 337-TA-847

**JOINT MOTION BY NOKIA AND HTC TO TERMINATE INVESTIGATION NO. 337-TA-847  
ON THE BASIS OF SETTLEMENT AGREEMENT**

Complainants Nokia Corporation, Nokia Inc., and Intellisync Corporation ("Nokia") and Respondents HTC Corporation, HTC America, Inc., and Exedea, Inc. ("HTC") respectfully request that Investigation No. 337-TA-847 be terminated pursuant to 19 U.S.C. § 1337(c) and 19 C.F.R. § 210.21(b) in view of a Litigation Settlement Agreement and Patent and Technology Collaboration Agreement ("the Agreements") between Nokia and HTC.

On [[DATE]], Nokia and HTC advised Intervenor Google Inc. ("Google") of their intent to bring this motion, and [[Google has indicated that it does not oppose the motion]]. The Office of Unfair Import Investigations is not participating in this Investigation.

The Agreements have been executed by Nokia and HTC and are fully effective between them. The Agreements contain Confidential Business Information within the meaning of 19 C.F.R. § 201.6. Accordingly, Nokia and HTC request that the Litigation Settlement Agreement and Patent and Technology Collaboration Agreement attached hereto as Exhibits 1 and 2, respectively, be treated as Nokia and HTC Confidential Business Information under the Protective Order in this investigation. A redacted, non-confidential version of the Litigation Settlement Agreement is being filed with the public version of this Joint Motion to Terminate. The Patent and Technology Collaboration Agreement is confidential in its entirety.

The Agreements resolve the dispute between Nokia and HTC in this investigation. The Agreements reflect the entire and only agreements between Nokia and HTC regarding the subject matter of this investigation. There are no other agreements, written or oral, express or implied, between Nokia and HTC regarding the subject matter of this investigation. Nor are there any other agreements, written or oral, express or implied, between Nokia and Google regarding the subject matter of this investigation.

In view of the attached Agreements, there no longer exists a basis upon which to continue this Investigation. Furthermore, termination of this investigation pursuant to the Agreements poses no threat to the public interest. Indeed, it is in the interest of the public and administrative economy to grant this motion. Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties, and termination based on a settlement agreement is routinely granted. *See, e.g., Certain Mobile Telephones and Wireless Communications Devices Featuring Digital Cameras, and Components Thereof*, Inv. No. 337-TA-663, Order No. 54 at 2-3 (Jan. 15, 2010); *Certain Synchronous Dynamic Random Access Memory Devices, Microprocessors, and Products Containing Same*, Inv. No. 337-TA-431, Order No. 11 at 2 (July 12, 2000); *Certain Integrated Circuit Chipsets and Products Containing Same*, Inv. No. 337-TA-428, Order No. 16 at 5 (Aug. 22, 2000).

For the reasons set forth above, Nokia and HTC respectfully request that the Commission terminate Investigation No. 337-TA-847 in its entirety in accordance with the provisions of 19 U.S.C. § 1337(c) and 19 C.F.R. § 210.21(b) based on the Agreements.

Dated: [[DRAFT]]

Respectfully submitted,

| Counsel for Nokia:  | Counsel for HTC   |
|---|---|
| Scott J. Pivnick<br>Jamie D. Underwood<br>Adam D. Swain<br><b>ALSTON &amp; BIRD LLP</b><br>950 F Street, NW<br>Washington, DC 20004<br>Telephone: (202) 239-3300<br>Facsimile: (202) 239-3333 | Terrence P. McMahon, Esq.<br>Yar R. Chaikovsky, Esq.<br>Cary Chien Esq.<br>Barrington Dyer, Esq.<br>Nitin Gambhir, Esq.<br>Michael V. Sardina, Esq.<br><b>McDERMOTT WILL &amp; EMERY LLP</b><br>275 Middlefield Road, Suite 100 |

John D. Haynes  
Wesley Achey  
Byron R. Holz  
**ALSTON & BIRD LLP**  
1201 W. Peachtree Street N.W.  
Atlanta, GA 30309  
Telephone: (404) 881-7000  
Facsimile: (404) 881-7777  
E-mail: [NokiaITC847@alston.com](mailto:NokiaITC847@alston.com)

Casondra K. Ruga  
**ALSTON & BIRD LLP**  
333 South Hope Street, 16th Floor  
Los Angeles, CA 90071  
Telephone: (213) 576-1000  
Facsimile: (213) 576-1100

John M. Desmarais  
Alan S. Kellman  
Jason Berrebi  
**DESMARAIS LLP**  
230 Park Avenue  
New York, NY 10169  
Telephone: (212) 351-3400  
Facsimile: (212) 351-3401

Counsel for Complainants  
*Nokia Corporation, Nokia, Inc., and Intellisync Corporation*

Menlo Park, CA 94025  
Telephone: (650) 815-7400  
Fax (650) 815-7401

Blair M. Jacobs, Esq.  
Christina A. Ondrick, Esq.  
Christopher G. Paulraj, Esq.  
Stephen Yu, Esq.  
Daniel Powers, Esq.  
**McDERMOTT WILL & EMERY LLP**  
500 N. Capitol Street, N.W.  
Washington, D.C. 20001  
Telephone: (202) 756-8000  
Fax (202) 756-8087

Daniel R. Foster, Esq.  
Mandy H. Kim, Esq.  
**McDERMOTT WILL & EMERY LLP**  
4 Park Plaza, Suite 1700  
Irvine, CA 92614-2559  
Telephone: (949) 851-0633  
Fax: (949) 851-9348

Daniel R. Foster, Esq.  
Mandy H. Kim, Esq.  
**McDERMOTT WILL & EMERY LLP**  
4 Park Plaza, Suite 1700  
Irvine, CA 92614-2559  
Telephone: (949) 851-0633  
Fax: (949) 851-9348

Melissa Nott Davis, Esq.  
Leigh J. Martinson, Esq.  
**McDERMOTT WILL & EMERY LLP**  
28 State Street  
Boston, MA 02109-1775  
Telephone: (617) 535-4000  
Fax: (617) 535-3800

Counsel for Respondents  
*HTC Corporation and, HTC America, Inc.*

**THE UNITED STATES INTERNATIONAL TRADE COMMISSION**  
**Washington, D.C.**

**Before The Honorable Dee Lord**  
**Administrative Law Judge**

In the Matter of

CERTAIN PORTABLE ELECTRONIC  
COMMUNICATION DEVICES,  
INCLUDING MOBILE PHONES, AND  
COMPONENTS THEREOF

Investigation No. 337-TA-885

**JOINT MOTION BY NOKIA AND HTC TO TERMINATE INVESTIGATION NO. 337-TA-885  
ON THE BASIS OF SETTLEMENT AGREEMENT**

Complainants Nokia Corporation and Nokia Inc. ("Nokia") and Respondents HTC Corporation and HTC America, Inc. ("HTC") respectfully request that Investigation No. 337-TA-885 be terminated pursuant to 19 U.S.C. § 1337(c) and 19 C.F.R. § 210.21(b) in view of a Litigation Settlement Agreement and Patent and Technology Collaboration Agreement ("the Agreements") between Nokia and HTC.

On [[DATE]], Nokia and HTC advised Intervenor Google Inc. ("Google") of their intent to bring this motion, and ~~[[Google has indicated that it does not oppose the motion]]~~. The Office of Unfair Import Investigations is not participating in this Investigation.

The Agreements have been executed by Nokia and HTC and are fully effective between them. The Agreements contain Confidential Business Information within the meaning of 19 C.F.R. § 201.6. Accordingly, Nokia and HTC request that the Litigation Settlement Agreement and Patent and Technology Collaboration Agreement attached hereto as Exhibits 1 and 2, respectively, be treated as Nokia and HTC Confidential Business Information under the Protective Order in this investigation. A redacted, non-confidential version of the Litigation Settlement Agreement is being filed with the public

version of this Joint Motion to Terminate. The Patent and Technology Collaboration Agreement is confidential in its entirety.

The Agreements resolve the dispute between Nokia and HTC in this investigation. The Agreements reflect the entire and only agreements between Nokia and HTC regarding the subject matter of this investigation. There are no other agreements, written or oral, express or implied, between Nokia and HTC regarding the subject matter of this investigation. Nor are there any other agreements, written or oral, express or implied, between Nokia and Google regarding the subject matter of this investigation.

In view of the attached Agreements, there no longer exists a basis upon which to continue this Investigation. Furthermore, termination of this investigation pursuant to the Agreements poses no threat to the public interest. Indeed, it is in the interest of the public and administrative economy to grant this motion. Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties, and termination based on a settlement agreement is routinely granted. *See, e.g., Certain Mobile Telephones and Wireless Communications Devices Featuring Digital Cameras, and Components Thereof*, Inv. No. 337-TA-663, Order No. 54 at 2-3 (Jan. 15, 2010); *Certain Synchronous Dynamic Random Access Memory Devices, Microprocessors, and Products Containing Same*, Inv. No. 337-TA-431, Order No. 11 at 2 (July 12, 2000); *Certain Integrated Circuit Chipsets and Products Containing Same*, Inv. No. 337-TA-428, Order No. 16 at 5 (Aug. 22, 2000).

For the reasons set forth above, Nokia and HTC respectfully request that the Administrative Law Judge issue an initial determination terminating Investigation No. 337-TA-885 in its entirety in accordance with the provisions of 19 U.S.C. § 1337(c) and 19 C.F.R. § 210.21(b) based on the Agreements.

Dated: [[DRAFT]]

Respectfully submitted,

|  |                                    |
|--|------------------------------------|
| Counsel for Nokia:                     | Counsel for HTC:                   |
| Scott J. Pivnick<br>Jamie D. Underwood | Thomas L. Jarvis<br>John R. Alison |

|   |   |
|---|---|
| <p>M. Scott Stevens<br/> <b>ALSTON&amp;BIRD LLP</b><br/> 950 F Street, NW<br/> Washington, DC 20004<br/> Telephone: (202) 239-3300<br/> Facsimile: (202) 239-3333</p> <p>John D. Haynes<br/> Wesley Achey<br/> Byron R. Holz<br/> <b>ALSTON &amp; BIRD LLP</b><br/> 1201 W. Peachtree Street N.W.<br/> Atlanta, GA 30309<br/> Telephone: (404) 881-7000<br/> Facsimile: (404) 881-7777</p> <p>Casandra K. Ruga<br/> <b>ALSTON&amp;BIRD LLP</b><br/> 333 South Hope Street, 16th Floor<br/> Los Angeles, CA 90071<br/> Telephone: (213) 576-1000<br/> Facsimile: (213) 576-1100</p> <p>John M. Desmarais<br/> Alan S. Kellman<br/> Jason Berrebi<br/> <b>DESMARAIS LLP</b><br/> 230 Park Avenue<br/> New York, NY 10169<br/> Telephone: (212) 351-3400<br/> Facsimile: (212) 351-3401</p> <p>Counsel for Complainants<br/> <i>Nokia Corporation and, Nokia, Inc.</i></p> | <p>Steven M. Anzalone<br/> Paul C. Goulet<br/> <b>WINSTON &amp; STRAWN LLP</b><br/> 1700 K Street, N.W.<br/> Washington, DC 20006-3817<br/> Telephone: 202.282.5000<br/> Facsimile: 202.282.5100</p> <p>Houtan K. Esfahani<br/> <b>FINNEGAN, HENDERSON, FARABOW,<br/> GARRETT &amp; DUNNER, LLP</b><br/> 901 New York Avenue, NW<br/> Washington, DC 20001-4413<br/> Telephone: 202.408.4000<br/> Facsimile: 202.408.4400</p> <p>Counsel for Respondents<br/> <i>HTC Corporation and, HTC America, Inc.</i></p> |
|---|---|

HC12 A 02048

HC12 C 02909

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
PATENTS COURT

BETWEEN:

HTC CORPORATION

- and -

NOKIA CORPORATION

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CONSENT ORDER

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UPON Nokia and HTC having agreed to the terms of settlement of these actions set out in the Confidential Schedule to this Order.

AND UPON Nokia discontinuing its claims in respect of EP 1 133 831 in action HC12 C 02909

BY CONSENT IT IS ORDERED THAT

1. Paragraphs 5, 7, 8, 9 (b), 10, 11, 12, 13, 14 and 15 of the order of Arnold J of 29 November 2013 be set aside.
2. The parties be released from their respective undertakings recorded in the order of Arnold J of 29 November 2013 (other than undertakings in relation to confidentiality).
3. All further proceedings in these actions in relation to EP 0 998 024 be stayed except for the purpose of carrying this Order and the said terms of settlement into effect.

4. There shall be no order as to costs.

Signed:

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Dated:

\_\_\_\_\_

\_\_\_\_\_

Bird & Bird LLP  
15 Fetter Lane  
London EC4A 1JP

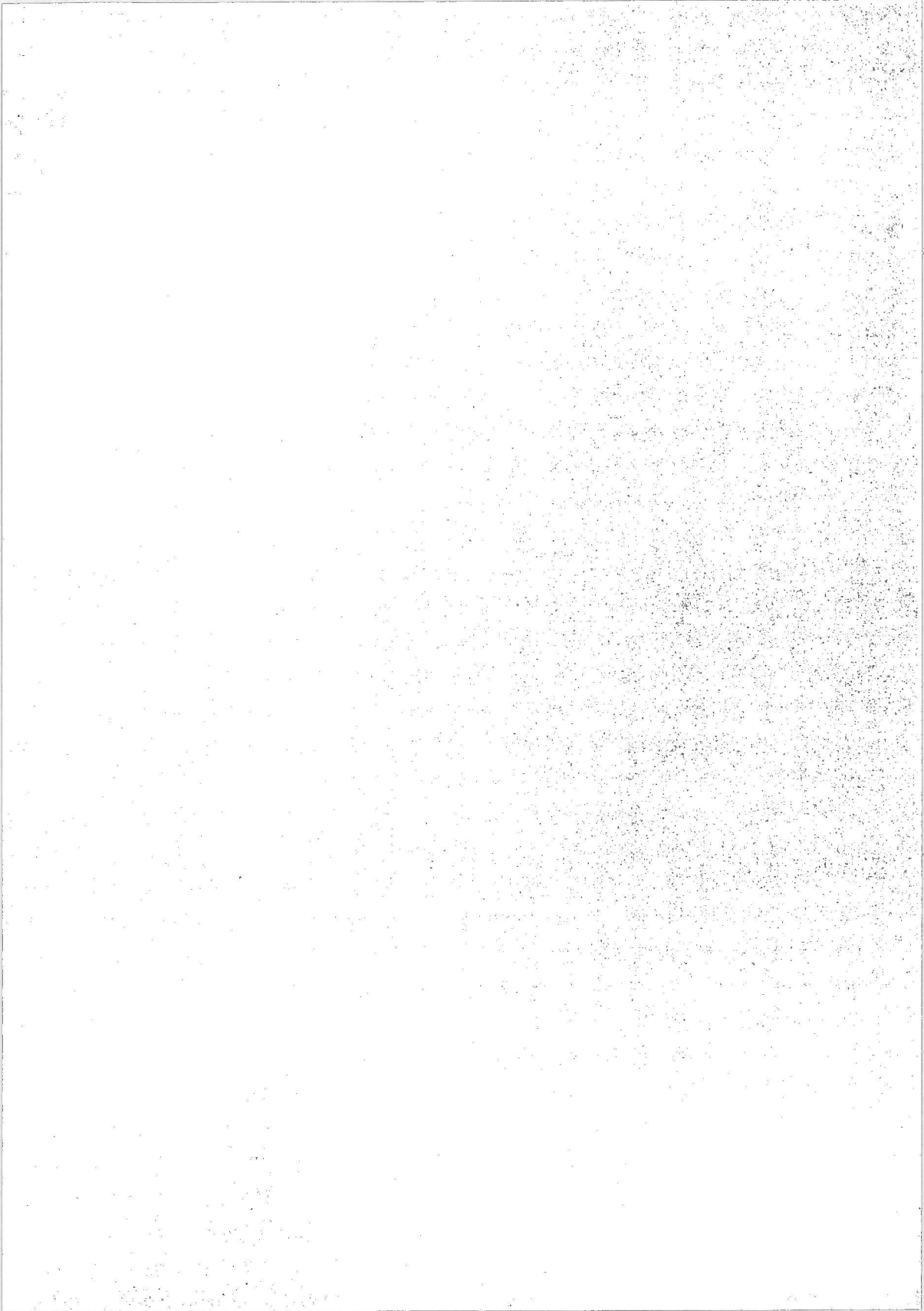
Hogan Lovells International LLP  
Atlantic House  
Holborn Viaduct  
London EC1A 2FG

Solicitors for Nokia

Solicitors for HTC

PM 4L





HC12 F 02047, HC12 C 02909, HC12 E 02119 , HC12 B 02456, HC12 A 02913,  
HC12 D 02571, HC12 C 02570, HC12 D 02916, HC12 D 02118, HC12 A 02191,  
HC12 C 02915, HC12 B 02569, HC12 B 02068, HC12 D 02910, HC12 D 02603,  
HC12 F 02912, HC12 F 02375, HC12 E 02095, HC21 E 02911, HC 12 B 02049,  
HC12 B 02425, HC12 B 02425, HC12 C 04719, HC12 B 02914, HP13 P 00098,

**IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
PATENTS COURT**

BETWEEN:

**HTC CORPORATION**

Claimant

- and -

**NOKIA CORPORATION**

Defendant

AND BETWEEN:

**NOKIA CORPORATION**

Counteraction Claimant

- and -

**HTC CORPORATION**

Counteraction Defendant

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*draft / ORDER*

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**UPON the APPLICATION** of the parties

**AND UPON** the parties having agreed terms of settlement of the above actions and  
to there being no Order as to costs

**AND UPON** the parties' solicitors having agreed in writing to the terms of this Order

PM GL

**IT IS ORDERED BY CONSENT that:**

1. The Claimant/Counteraction Defendant shall discontinue all of its claims and counterclaims against the Defendant/Counteraction Claimant in the above actions
2. Except for in claim HC12 C 02909, the Counteraction Claimant/Defendant shall discontinue all of its claims and counterclaims against the Claimant/Counteraction Defendant in the above actions
3. In respect of claim HC12 C 02909 the Counteraction Claimant/Defendant shall discontinue its claim against the Claimant/Counteraction Defendant for infringement of EP 1 133 831 only
4. There be no order as to costs in each of the above actions

DATED this      th day of February 2014

Signed:

.....  
**Hogan Lovells International LLP**  
Solicitors for the Claimant and  
Counteraction Defendant

Signed:

.....  
**Bird & Bird LLP**  
Solicitors for the Defendant and  
Counteraction Claimant

AM SL

HC12 F 02047, HC12 C 02909, HC12 E 02119 ,  
HC12 B 02456, HC12 A 02913, HC12 D 02571,  
HC12 C 02570, HC12 D 02916, HC12 D 02118,  
HC12 A 02191, HC12 C 02915, HC12 B 02569,  
HC12 B 02068, HC12 D 02910, HC12 D 02603,  
HC12 F 02912, HC12 F 02375, HC12 E 02095,  
HC21 E 02911, HC 12 B 02049, HC12 B 02425,  
HC12 B 02425, HC12 C 04719, HC12 B 02914,  
HP13 P 00098, HP13 A 02243

**IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
PATENTS COURT**

**BETWEEN:**

**HTC CORPORATION**

Claimant

- and -

**NOKIA CORPORATION**

Defendant

**AND BETWEEN:**

**NOKIA CORPORATION**

Counteraction Claimant

- and -

**(1) HTC CORPORATION**

Counteraction Defendant

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*draft / ORDER*

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Hogan Lovells International LLP  
Atlantic House  
50 Holborn Viaduct  
London EC1A 2FG

Tel : + 44 (0) 20 7296 2000  
Ref : HTC Nokia London Team

PM GL

IN THE COURT OF APPEAL:

A3/2013/3690

ON APPEAL FROM  
THE HIGH COURT OF JUSTICE

Claim No HC12 C 02909  
HC12 A 02048

CHANCERY DIVISION  
PATENTS COURT

BETWEEN:

HTC CORPORATION

- and -

NOKIA CORPORATION

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CONSENT ORDER

---

UPON Nokia and HTC having agreed to the terms of settlement set out in the Confidential Schedule to this Order.

BY CONSENT IT IS ORDERED THAT

1. Paragraph 4 of the Order of Mr Justice Arnold dated 29 November 2013, as amended by this Court by Order dated 13 December 2013, be set aside.
2. All further proceedings in the appeals in these actions (and requests for permission to appeal) be stayed except for the purpose of carrying this Order and the said terms of settlement into effect.
3. There shall be no order as to costs.
4. In the event that the stays in paragraph 2 are lifted, Nokia has liberty to apply for relief, including injunctive relief against HTC.

Signed:

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Dated:

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Bird & Bird LLP  
15 Fetter Lane  
London EC4A 1JP

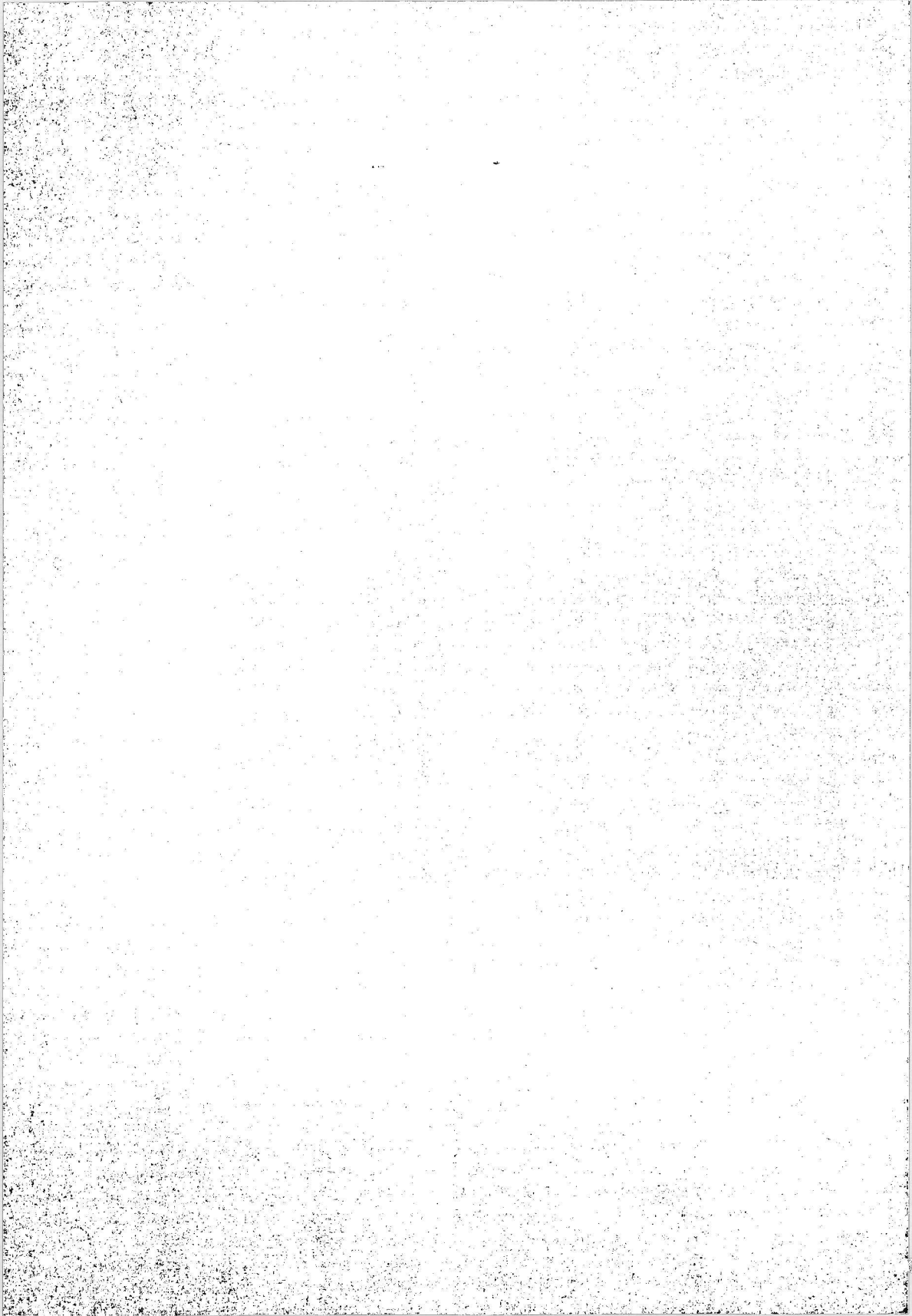
Hogan Lovells International LLP  
Atlantic House  
Holborn Viaduct  
London EC1A 2FG

Solicitors for Nokia

Solicitors for HTC

Py SL

py \$L



1 Michael Newton (State Bar No. 156225)  
2 **ALSTON + BIRD LLP**  
3 Harwood International Center  
4 2828 North Harwood Street  
5 Eighteenth Floor  
6 Dallas, Texas 75201-2139  
7 Telephone: (214) 922-3400  
8 Facsimile: (214) 922-3899  
9 Email: mike.newton@alston.com

6 Casondra K. Ruga (State Bar No. 237597)  
7 **ALSTON + BIRD LLP**  
8 333 South Hope Street  
9 Sixteenth Floor  
10 Los Angeles, California 90071  
11 Telephone: (213) 576-1000  
12 Facsimile: (213) 576-1100  
13 Email: casondra.ruga@alston.com

14 Attorneys for Applicant

12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 *In re Ex Parte* Application of Nokia  
15 Corporation,

16 Applicants,

17 For an Order Pursuant to 28 U.S.C. § 1782  
18 Granting Leave to Obtain Discovery From  
19 Broadcom Corporation for use in Foreign  
20 Proceedings.

Case No.: 8:13-mc-00011-UA-AN

**NOTICE OF WITHDRAWAL OF  
SUBPOENA**

21 Nokia's above captioned application was previously granted and a  
22 subpoena to Broadcom was issued. Nokia and HTC have agreed to dismiss the  
23 foreign litigation to which this application relates. Accordingly, Nokia hereby  
24 withdraws the subpoena issued to Broadcom in this matter.  
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DATED: February 7, 2014

MICHAEL NEWTON  
CASONDRA K. RUGA  
ALSTON & BIRD LLP

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Casondra K. Ruga  
Attorneys for Applicant  
Nokia Corporation

py & L

1 Michael I. Neil (State Bar No. 40057)  
2 Hugh A. McCabe (State Bar No. 131828)  
3 **Neil Dymott Frank McFall & Trexler APLC**  
4 1010 2nd Ave, Suite 2500  
5 San Diego, CA 92101-4959  
6 Telephone: (619) 238-1712  
7 Facsimile: (619) 238-1562  
8 Email: mneil@neildymott.com  
9 Email: hmccabe@neildymott.com  
10 *Attorneys for Plaintiffs*

11 (Additional counsel listed on signature page)

12 UNITED STATES DISTRICT COURT  
13 SOUTHERN DISTRICT OF CALIFORNIA

14 NOKIA CORPORATION and NOKIA  
15 INC.,

16 Plaintiffs,

17 v.

18 HTC CORPORATION and HTC  
19 AMERICA, INC.,

20 Defendants.

Case No. 13-CV-1231 BEN (BLM)

**STIPULATION OF DISMISSAL  
PURSUANT TO RULE  
41(a)(1)(A)(ii)**

21 The parties to the above captioned matter stipulate and agree that this action is  
22 hereby dismissed without prejudice in accordance with Federal Rule of Civil  
23 Procedure 41(a)(1)(A)(ii), each party to bear its own costs and fees.  
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Am GL

1 DATED: February 7, 2014

NEIL DYMOTT FRANK MCFALL &  
TREXLER APLC

3 /s/

4 Michael I. Neil  
5 Hugh A. McCabe  
6 Dane J. Bitterlin

7 Attorneys for Plaintiffs  
8 NOKIA CORPORATION  
9 and NOKIA INC.

10 Dated: February 7, 2014

11 By: **KEKER & VAN NEST LLC**

12 /s/

13 Robert A. Van Nest  
14 Asim M. Bhansali  
15 Eugene M. Paige

16 Attorneys for Defendants  
17 HTC CORPORATION AND  
18 HTC AMERICA. INC.  
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