



Neutral Citation Number: [2024] EWHC 1734 (Pat)

Case No: HP-2023-000036

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
INTELLECTUAL PROPERTY LIST (ChD)
PATENTS COURT

The Rolls Building
7 Rolls Buildings
Fetter Lane
London EC4A 1NL

Date: Friday, 21st June 2024

Before:

MR. JUSTICE RICHARDS
Hybrid via Microsoft Teams

Between:

- (1) LENOVO GROUP LIMITED**
(a company incorporated under the laws of Hong Kong, China)
- (2) LENOVO (UNITED STATES) INC.**
(a company incorporated under the laws of the State of Delaware, USA)
- (3) LENOVO TECHNOLOGY (UNITED KINGDOM) LIMITED**
- (4) MOTOROLA MOBILITY LLC**
(a company incorporated under the laws of the State of Delaware, USA)
- (5) MOTOROLA MOBILITY UK LIMITED**

Claimants

- and -

- (1) TELEFONAKTIEBOLAGET LM ERICSSON**
(publ)
(a company incorporated under the laws of the Kingdom of Sweden)
- (2) ERICSSON LIMITED**

Defendants

MR. JAMES SEGAN KC, MR. RAVI MEHTA and MR. FEMI ADEKOYA (instructed by
Kirkland & Ellis International LLP) for the **Claimants**

MS. SARAH ABRAM KC and MR. EDMUND EUSTACE (instructed by **Taylor Wessing
LLP and Pinsent Masons LLP**) for the **Defendants**

**APPROVED JUDGMENT
ON CMC**

If this Transcript is to be reported or published, there is a requirement to ensure that no reporting restriction will be breached. This is particularly important in relation to any case involving a sexual offence, where the victim is guaranteed lifetime anonymity (Sexual Offences (Amendment) Act 1992), or where an order has been made in relation to a young person.

This Transcript is Crown Copyright. It may not be reproduced in whole or in part other than in accordance with relevant licence or with the express consent of the Authority. All rights are reserved.

Transcript of the Stenograph Notes of Marten Walsh Cherer Ltd.,
2nd Floor, Quality House, 6-9 Quality Court, Chancery Lane, London WC2A 1HP.
Telephone No: 020 7067 2900. DX 410 LDE
Email: info@martenwalshcherer.com
Web: www.martenwalshcherer.com

MR. JUSTICE RICHARDS:

1. This is my judgment on various issues arising at a case-management conference (“CMC”) in these claims. The CMC follows on from my judgment (the “Jurisdiction Judgment”) reported at [2024] EWHC 846 (Ch) in which I determined disputed questions as to the scope of the English courts’ jurisdiction to try certain claims. This judgment should be read as one with the Jurisdiction Judgment and I will use defined terms set out in the Jurisdiction Judgment unless the contrary intention appears.

INTRODUCTION

2. The background to the dispute between the parties is set out at [2] to [22] of the Jurisdiction Judgment.
3. Both Lenovo and Ericsson hold significant portfolios of SEPs that have been declared as essential to various cellular standards promulgated by ETSI. Each accept that the two groups need a cross-licence on FRAND terms pursuant to which each is licensed under the other’s SEPs. However, agreement on the terms of such a cross-licence seems some way off. Instead, litigation between the two groups is on foot around the world involving allegations of infringement of each other’s patents.
4. There are also two sets of proceedings, in the United Kingdom and the EDNC, which are capable of resulting in a court determining matters relevant to a global FRAND cross-licence.
5. In the United Kingdom, the potential for a court determination of such a licence arises in two distinct ways:
 - i) Lenovo has issued the English Proceedings alleging infringement of an anchor patent (described as the “Lenovo Patent” in the Jurisdiction Judgment). One of the remedies it seeks for that alleged infringement is a “FRAND Injunction” of the kind described by Birss J, as he then was, in *Unwired Planet v Huawei* [2017] RPC 19 at [20]. The FRAND Injunction would restrain Ericsson from infringing the Lenovo Patent but would cease to have effect if Ericsson enters into a licence which covers the Lenovo Patent on FRAND terms.
 - ii) In the same English Proceedings, Lenovo has challenged the validity and essentiality of two of Ericsson’s UK patents (described as the “Challenged Patents” in the Jurisdiction Judgment). It has also asserted that Ericsson has breached its FRAND Commitment to offer licences covering the Challenged Patents on FRAND terms and sought declarations accordingly.
6. Therefore, Lenovo has put in issue the terms of a global FRAND cross-licence in two ways in the English Proceedings: first in connection with its own Lenovo Patent and second in connection with Ericsson’s Challenged Patents. In its prayer for relief it seeks the English court’s determination of what FRAND terms would be for a global cross-licence of the two group’s patent portfolios.
7. Ericsson denies that the Lenovo Patent is valid and it also denies infringement of the Lenovo Patent.

8. Ericsson does not deny that a FRAND licence that covers the Lenovo Patent and the Challenged Patents would be a worldwide cross licence of the parties' respective Cellular SEPs. However, Ericsson's position is that its FRAND Commitment requires it only to offer a cross-licence that is FRAND. Ericsson says that it has elected to offer FRAND terms to be decided by the EDNC Proceedings and has declined to give any undertaking to the English courts to offer or accept a global cross-licence whose terms the English court determines to be FRAND. That said, Ericsson does not dispute the English court's jurisdiction to determine the terms of a global FRAND cross-licence and has not sought to appeal the conclusions of the Jurisdiction Judgment to that effect.
9. At [55(i)] of the Jurisdiction Judgment, I found that there is a possibility that the EDNC Proceedings might not ultimately determine a FRAND rate for a global cross-licence of Cellular SEPs between Lenovo and Ericsson. I also found at [55 (v)] that any trial in the EDNC is unlikely to take place before late 2026. If anything, that assessment appears optimistic as between the date of the Jurisdiction Judgment and now, there has been no progress in the EDNC Proceedings.
10. As well as the two sets of proceedings that may lead to a determination of a global FRAND cross-licence, there are numerous infringement proceedings going on around the world involving Lenovo and Ericsson's Cellular SEPs. Ericsson has been the main aggressor, having secured interim injunctions in Brazil and Colombia relating to Lenovo's alleged infringement of its Cellular SEPs which have had a significant effect on Lenovo given that Brazil and Colombia are important markets for it (see [15] and [16] of the Jurisdiction Judgment).
11. Ericsson commenced patent infringement proceedings in the ITC in October 2023. Lenovo responded with infringement proceedings of its own in the ITC in December 2023.
12. However, it is not only Ericsson seeking injunctions in relation to Cellular SEPs. Lenovo sought an interim injunction in the UK restraining infringement of one of its UK patents (a different patent from the Lenovo Patent) which Bacon J refused at a hearing on from 22 to 23 May 2024.

“TECHNICAL FIRST” OR “FRAND FIRST” – A QUESTION OF PRINCIPLE?

13. A central question that I must determine at the CMC is whether a “technical trial” (dealing with questions of validity and infringement of the Lenovo Patent) necessarily has to take place before a FRAND trial (at which the English court may exercise its discretion to make a declaration as to the terms of a FRAND global cross-licence).
14. I emphasise the word “necessarily” as Ericsson's position is that the ordering of FRAND and technical trials is not a matter of case-management discretion but rather a question of principle, at least in the circumstances of this litigation where it does not accept that a FRAND global cross-licence should be determined in the English court.
15. As I have explained, an English court's determination of the terms of a FRAND global cross-licence might take place either:
 - i) in connection with Lenovo's claim for a declaration of FRAND terms based on the Lenovo Patent; or

- ii) in connection with Lenovo's claim for a declaration of FRAND terms based on the Challenged Patents.
16. Ericsson puts its arguments differently in these two scenarios and, accordingly I deal with them separately.

The claim for FRAND Declarations based on the Challenged Patents

17. I start with an uncontroversial proposition. The English court has jurisdiction to make the FRAND Declaration sought in paragraph (10) of the prayer set out in Lenovo's APOC. Of course, the court has a discretion either to make the declaration or not.
18. The existence of the English court's jurisdiction follows from the Jurisdiction Judgment which has not been appealed. It is also relevant to point out that, at the hearing leading to the Jurisdiction Judgment, Ericsson accepted that, if Lenovo's claim for a FRAND Injunction passed through a jurisdictional "gateway", the claim for the FRAND Declarations would pass through Gateway 4A in PD 6B.
19. I quite recognise that at trial Ericsson may well wish to argue that the English court should not exercise its discretion to make a FRAND Declaration. However, in my judgment the court clearly has discretion to make the declaration sought and, given Lenovo's pleaded case, may choose to make that FRAND Declaration in connection with the Challenged Patents even without any finding that the Lenovo Patent is valid and has been infringed.
20. Ericsson's first objection to that line of reasoning is that it is inconsistent with the Jurisdiction Judgment. It points out that, at [75] of the Jurisdiction Judgment, in determining the question of "convenient forum", the court categorised Lenovo's claims as being both in form and substance about the vindication of rights inherent in the Lenovo Patent.
21. I do not accept that objection. The court's conclusion at [75] involved a high-level categorisation of the "case" as a whole which was not limited to an analysis of the claim and the relief that Lenovo was seeking (see [71(i)] of the Jurisdiction Judgment). Moreover, the question of "convenient forum" was a stepping-stone on the way to determination of the extent of the English court's jurisdiction. That analysis concluded with the court determining that it did have jurisdiction to try the various claims that Lenovo was advancing including the claim for a FRAND Declaration. The court did not conclude that it had jurisdiction to make a declaration as to the terms of a global FRAND cross-licence only in circumstances where the Lenovo Patent was valid and infringed.
22. Next, Ericsson categorises the claim for a declaration of the terms of a FRAND global cross-licence that did not rely on a prior finding of infringement of the Lenovo Patent as a "free-standing" claim of the kind proscribed in *Vestel v HEVC* [2021] 4 WLR 60. I do not accept that categorisation. Mr Segan KC's close examination of *Vestel* demonstrated that the reason the claim for a determination of FRAND terms in that case was "free-standing" was because it was not linked to any asserted legally enforceable right to a FRAND licence (see, for example [13], [28] and [34] of *Vestel*). By contrast, in the present proceedings, Lenovo does assert a legally enforceable right arising out of Ericsson's FRAND Commitment based on the Challenged Patents. That legally

enforceable right is said to consist of a “stipulation de contrat pour autrui” that takes effect as a contractual promise under French law, which Lenovo is entitled to enforce, to offer a FRAND licence.

23. Moreover, there is precedent for an implementer bringing proceedings asserting that a patentee has an obligation to offer a FRAND licence and requesting the English court to exercise its discretion to make a declaration as to the terms of that licence (see, for example, *Kigen v Thales* [2022] EWHC 2846 (Pat)). In such a case, an English court might well require the implementer to provide an undertaking that it would enter into a licence on the terms determined to be FRAND. Lenovo has given such an undertaking in its APOC.
24. Ericsson seeks to distinguish this authority on the basis that the source of the obligation to offer a FRAND licence in that case was a contract governed by English law. At most that distinction could have a bearing on the question of the English court’s jurisdiction. However, the question of jurisdiction has been settled in the Jurisdiction Judgment. Therefore, I consider that the distinction has no bearing on the court’s ability in the present proceedings to make a declaration as to FRAND terms based on the Challenged Patents, without first finding that the Lenovo Patent is valid and infringed.
25. Overall, I conclude that the court has power to make a declaration as to FRAND terms without first finding that the Lenovo Patent is valid and infringed. Ericsson’s arguments to the contrary amount to an assertion that Lenovo’s claim for a declaration based on the Challenged Patents (as distinct from the Lenovo Patent) is necessarily bad. However, there is no claim to strike out that aspect of Lenovo’s case and accordingly, I consider that Ericsson’s arguments, while capable of being explored at trial, do not prevent me from exercising a case-management discretion to list a FRAND trial before a technical trial.

The claim for a declaration of FRAND terms based on the Lenovo Patent

26. Ericsson’s position, therefore, was that Lenovo’s claim for a declaration as to FRAND terms was relevant only insofar as that claim was grounded in a claim for infringement of the Lenovo Patent. In the section above, I have rejected that argument. However, for completeness I will address Ericsson’s arguments directed at a claim for a declaration of FRAND terms based on the Lenovo Patent.
27. I agree with the starting point of Ericsson’s argument. As explained in *Unwired Planet v Huawei* [2020] UKSC 37, the “patent bargain” is the origin of the English court’s power to make declarations as to the terms of FRAND licences in cases of alleged infringement of UK patents. A proprietor of a UK SEP that is valid and infringed is entitled to request the courts in the UK to grant an injunction restraining further infringement of its UK property rights. That patent bargain, however, is not immutable. *Unwired Planet* recognises that a person infringing a UK patent can in principle rely on a SEP-owner’s undertaking to ETSI to offer implementers a licence on FRAND terms as a contractual derogation from the SEP owner’s right to seek an injunction restraining infringement.
28. It follows from that that the English courts have jurisdiction to determine the terms of a FRAND licence even if such a licence would extend to non-UK patents. Having determined the terms of such a licence, an English court can grant a FRAND injunction

restraining infringement of a UK patent until an implementer enters into a licence on FRAND terms.

29. However, I part company with Ericsson’s analysis at the point at which it is argued that this principle means that technical trials must necessarily take place before a determination of FRAND trials except in “limited and fact sensitive circumstances”.
30. Ericsson derives support for its argument from the judgment of Arnold LJ in *Nokia v Oppo* [2022] EWCA Civ 947. At [40] of his judgment, as part of his reasoning as to the categorisation of claims for the purposes of determining appropriate forum, Arnold LJ said:

First, if the dispute was purely about the terms of a global licence, there would be no need for three five-day trials of the validity, essentiality and infringement of the UK Patents (Trials A-C). Rather, the parties could proceed straight to the determination of what terms are FRAND (Trial D). When asked whether OPPO were willing to dispense with their challenges to the validity, essentiality and infringement of the UK Patents (which OPPO could do purely for the purpose of this claim and without any admission that the UK Patents are in fact valid, essential or infringed), counsel for OPPO’s answer was that OPPO are not willing to do that. On the contrary, OPPO are insistent upon exercising their right to challenge validity, essentiality and infringement of the UK Patents (although, as noted above, OPPO say that it should not be necessary to determine those issues). **It follows that only if Nokia prove that at least one of the UK Patents is valid, essential and infringed absent a licence will it become necessary to determine whether OPPO can rely upon Nokia’s FRAND obligation by way of defence and if so upon what licence terms.** [emphasis added]

31. I recognise that, read entirely in isolation, the emphasised wording in the quotation above is consistent with a requirement for a technical trial to be held before a FRAND trial. However, in the quoted passage, Arnold LJ was not addressing any question as to the ordering of trials. Rather, he was concerned with the determination of the correct categorisation of the dispute for the purposes of the “convenient forum” analysis. Read in context, the passage in bold shows Arnold LJ reasoning that OPPO’s insistence on a technical trial supported his impression that the dispute should be characterised as being concerned with infringement and validity of patents rather than, as OPPO was arguing, the determination of a FRAND licence.
32. In addition, Ericsson relied on paragraph 74 of the judgment of Arnold LJ in *Optis v Apple* [2022] EWCA Civ 1411:

74. Apple argue that the judge’s construction would enable the SEP owner to avoid negotiations by (i) commencing proceedings, (ii) offering to enter into a Court-Determined Licence, (iii) demanding an undertaking to enter into Court-Determined Licence from the implementer and (iv) proceeding

to a court determination of FRAND rates. **What this argument ignores is that in order to get to step (iv) the patentee has to get a judgment from the court that the SEP is valid, essential and infringed....** [emphasis added]

33. Again, I agree that read in isolation the wording in bold can be seen as supporting Ericsson's argument. However, that interpretation would be to ignore the context. Arnold LJ was not concerned with any question about the ordering of technical trials and FRAND trials. On the contrary, in *Optis v Apple*, Apple had already been held, following a technical trial, to have infringed Optis's UK patent. Apple's complaint was that it should not be required, at the point infringement was found, to choose between (i) giving an undertaking to take the English court's determination of a FRAND licence and (ii) facing an injunction restraining it from infringing the UK patent. Apple's position was that this required it to sign a "blank cheque" and it should not be put to its election until the FRAND terms of a licence were determined.
34. Read in that context, Arnold LJ was simply concluding that the dilemma Apple was postulating at [74] of *Optis v Apple* would not arise. An implementer's refusal to give an undertaking to take the "Court-Determined Licence" would simply put it at risk of an injunction. However, no injunction would be granted unless and until the UK patent in question was found to be valid and infringed.
35. I therefore respectfully agree with the judgment of Meade J at [360] of *Nokia v Oppo* [2023] EWHC 1912 (Pat) in which he concluded to similar effect:
 360. The decision of the Supreme Court in *Unwired* was, quite rightly, that a finding of infringement is an essential stepping stone, so that an infringing implementer must take FRAND terms or submit to an injunction. But I do not see that the decision necessitates any particular sequencing or dictates how these cases should be managed. I do not see why it should not be possible to prioritise the FRAND issues more than has been the case to date, and, for example, to schedule at the start of a case such as this a single trial, or two trials which are simultaneous or very close in time, covering technical issues and FRAND. If the patentee failed to show that there was a SEP that was valid and essential then the FRAND terms could not be imposed on the implementer by putting it to its election. There would be consequences in terms of costs and use of resources if no patent was found valid and essential but that can happen in any action where the establishment of a cause of action and the consequences of its breach are tried together.
36. Ericsson argues that Meade J's conclusion above is limited to situations where technical trials do not "matter", for example because both parties have agreed that they will take a licence on whatever terms an English court determines to be FRAND. It argues that, in the present case, technical trials very much do matter because Ericsson is disputing the Lenovo Patent's validity and reserves the right to offer a FRAND licence as determined by the EDNC. However, for reasons I have explained, I regard the ordering of trials as a question of case management and I did not understand Meade J to be saying differently in *Nokia v Oppo*.

37. It follows that I do not accept Ericsson’s analysis to the effect that there is a principle that a FRAND trial will be held before a technical trial only in “limited and fact sensitive circumstances”. Rather, I conclude that there is a case management discretion to be exercised in the circumstances of each case.
38. For completeness, I do not consider my conclusion above to be at odds with the judgment of Birss J, as he then was, in *Vringo v ZTE* [2013] EWHC 1591 (Pat). Certainly, in that case Birss J declined to order a FRAND trial to take place before a technical trial. However, I do not consider that in doing so he established any “principle” of the kind for which Ericsson argues, particularly given that there have been significant developments in the FRAND jurisprudence since Birss J gave his judgment. I also recognise that there have been other cases in which the court has ordered technical trials first, but I do not accept that this demonstrates a principle to the effect that technical trials must necessarily be first.

EXERCISE OF THE CASE MANAGEMENT DISCRETION

39. That then leads to the question whether there is a good case management reason to order that the technical trial goes first. I accept that there is some benefit to that approach. It would mean that a court might be able to undertake the FRAND trial knowing whether the Lenovo Patent is valid and infringed.
40. However, I consider that to be more apparent than real. First of all, any decision at a technical trial might be subjected to an appeal. Even if a technical trial is held before a FRAND trial, the technical trial judgment might not be available in time for the FRAND trial.
41. Ericsson suggested that, if the Lenovo Patent is found to be invalid, there would not be any need for a FRAND trial at all. I do not accept that. As I have explained, the court may exercise discretion to make a declaration of FRAND terms based on the Challenged Patents.
42. There is a more fundamental reason, in my judgment, why the FRAND proceedings should go first. It is abundantly clear that Lenovo and Ericsson need a FRAND global cross-licence. They do not even disagree on that proposition (as noted in paragraph 8 above).
43. Ericsson repeatedly disavows any intention to seek to exert pressure on Lenovo to exact supra-FRAND rates by obtaining injunctions in important markets such as Brazil and Colombia yet continues to devote efforts to securing the benefit of those injunctions. There is a suggestion of hold-up in those actions. As well as trying to keep Lenovo out of the market in important jurisdictions, Ericsson’s favoured venue for determination of a FRAND cross-licence, the EDNC, (i) might end up not fixing the terms of such a licence at all and (ii) even if it does, is likely to do so only in late 2026.
44. I acknowledge that Ericsson has taken some actions that are not consistent with hold-up. For example, it chose not to seek permission to appeal against the Jurisdiction Judgment. I also acknowledge that Lenovo has also sought injunctions as well as Ericsson.

45. However, I remain of the view that I expressed in the Jurisdiction Judgment that the sooner the parties focus on the core issue between them, the terms of a global FRAND cross-licence, the better. Holding a FRAND trial first will help to achieve that. Holding a technical trial first will not. On balance, I consider it preferable not to require a technical trial to take place before a FRAND trial.

EXPEDITION OF THE FRAND TRIAL

46. The next question is when should the FRAND trial take place. Lenovo suggest March 2025 and Ericsson suggest June 2025. The FRAND trial is agreed to be 13-15 sitting days with extra time needed for pre-reading and non-sitting days. Ericsson suggested, and Lenovo did not disagree, that eight non-sitting days would be needed. We are nine months away from March 2025 with a summer in the way.
47. In the Jurisdiction Judgment, I agreed there was a good reason for expedition of the FRAND trial but left open the question whether there should be actual expedition since I thought that depended on the degree of expedition proposed and the timetable proposed for listing other steps.
48. I agree with Mr. Segan that Patents Court practice is to list a trial within one year of proceedings being commenced. Lenovo commenced the English Proceedings in October 2023. However, I consider it unrealistic to proceed on the basis that the proceedings should already have been listed for determination in October 2024. Ericsson were entitled to make their jurisdiction challenge and the court could scarcely have made case management orders for the claim to proceed to trial until that challenge was determined. Both sides have made other applications. Lenovo has applied for an injunction and wishes to continue with what may be a heavy interlocutory application for an interim licence. Perhaps inevitably each party thinks the other's applications were, or will be, obviously bad, but I do not think that gives much of a guide as to when I should list the FRAND trial for hearing.
49. The first question to consider is whether I should list the trial in March 2025. I could not do that without ejecting other parties from the list in March 2025. Lenovo asks me to do that by reference to the four-stage test in *WL Gore & Associates GmbH v Geox SpA* [2008] EWCA Civ 622. I have already concluded in the Jurisdiction Judgment that there is a good reason for expedition at the first *Gore* stage. However, that is not the end of the matter. The second *Gore* stage requires me to consider whether expedition would interfere with the good administration of justice both as between the parties and other court users.
50. As between the parties, Lenovo raises valid concerns about hold-up. However, I am not satisfied that it would be good administration of justice for other Patents Court users to lose their hearing date in March 2025. Lenovo has, after all, turned down an opportunity to have this case management hearing listed earlier because it did not wish to give up its own, ultimately unsuccessful, application to Bacon J for an injunction. It wishes to continue to pursue its interim licence application. It is open to Lenovo to make those choices, but in my judgment, it has to live with the consequences of them when it comes to deciding whether the FRAND trial should be expedited to such an extent that others lose their place in the list.

51. Lenovo argues that there is a prospect of the ITC delaying its decision if a FRAND trial in the English Proceedings takes place in March 2025. It argues that this affords Lenovo the prospect of preventing yet another damaging injunction being made against it. However, that does not answer my concern about the position of other court users. Nor am I persuaded that the benefit to which Lenovo refers is highly likely to arise given the conflict in the evidence as to the likelihood of the ITC delaying its decision.
52. I will not remove others from the list in March 2025 and so will not expedite the FRAND trial to March 2025.
53. The next question is whether I should list the FRAND trial in a window that is available at the end of April 2025. It is not clear to me that this would even be to “expedite” the FRAND trial. Patents Court practice is to seek to list hearings for determination within a year of proceedings commencing. It might well be said that the one-year time period started to run from the Jurisdiction Judgment.
54. In any event, I consider that there is a good reason for the trial to be held then given my earlier comments about the need for determination of a global FRAND cross-licence and the risk of hold-up. There is no question of an adverse effect on other court users since there is a slot available in April 2025 and it would not be necessary to eject other parties from the list.
55. Ericsson argues that the timetable is too tight. However, I consider that rings rather hollow in circumstances where, at the jurisdiction hearing, they were positively arguing that the parties could be ready for trial in the EDNC in 9 months. I consider listing a hearing for trial at the end of April 2025 involves a tight timetable but one that can be achieved.
56. I am reinforced in that conclusion by the fact that Ericsson's timetable envisages expert evidence being exchanged in a process starting in January 2025 and ending in May 2025. I consider there can be some savings from that timetable, partly by ordering simultaneous exchange of expert evidence rather than sequential exchange. I also think there are some time savings to be had from the fact that disclosure has taken place in the ITC proceedings already, although I acknowledge that to date that disclosure has been for “external eyes only”.
57. I do see the risk that simultaneous exchange might lead to expert reports proceeding at cross purposes, but I am reassured to see that, on Lenovo’s proposed timetable, they will provide a FRAND statement of case in August of this year. Lenovo’s timetable also envisages pleaded cases on valuation being given in good time before the expert evidence is exchanged. I propose also to make an order for experts to meet and prepare a report covering areas of agreement and disagreement to address the risk.
58. I am not concerned about a listing at the end of April 2025 interfering with the good administration of justice. Nor do I consider that this timetable would cause undue prejudice to Ericsson. I see no other special factors and I am going to order that the trial takes place in the window starting at the end of April 2025 that I believe the parties have been told by about Mr. Quinn, the Chancery listing officer.
59. That then just leaves the question whether to expedite the technical trial to before this date. For the reasons I have given, there is no good reason to do that. If the parties

can have it listed before the FRAND trial, all well and good. If not, so be it. The technical trial should lie where it falls with the Patents Court's usual practice of listing within a year suggesting that it is in all events unlikely to take place much after the FRAND trial.

(For continuation of proceedings: please see separate transcript)
