

ENGLAND AND WALES / JUDGMENT

Amazon.com, Inc & Ors v Interdigital VC Holdings, Inc & Ors

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Neutral Citation Number: [2025] EWHC 3170 (Pat) HP-2025-000043 Case No: 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 2 December 2025 Before: MR. JUSTICE MEADE Between:

(1) AMAZON. COM, INC. (a company incorporated in the State of Delaware, USA)

(2) AMAZON DIGITAL UK LIMITED

(3) AMAZON EUROPE CORE SARL (a company incorporated in Luxembourg)

(4) AMAZON EU SARL (a company incorporated in Luxembourg)

(5) AMAZON TECHNOLOGIES, INC. (a company incorporated in the State of Nevada, USA)
Claimants

- and -

(1) INTERDIGITAL VC HOLDINGS, INC. (a company incorporated in the State of Delaware, USA)

(2) INTERDIGITAL, INC. (a company incorporated in the State of Pennsylvania, USA)

(3) INTERDIGITAL MADISON PATENT HOLDINGS SAS (a company incorporated in France)

(4) INTERDIGITAL PATENT HOLDINGS, INC. (a company incorporated in the State of Delaware, USA)

(5) INTERDIGITAL CE PATENT HOLDINGS SAS (a company incorporated in France)

(6) THOMSON LICENSING SAS (a company incorporated in France)

(7) VANTIVA SA (a company incorporated in France)

- ----- Hearing date: 25 November 2025 Defendants APPROVED
JUDGMENT MR. PAUL KEY KC (instructed by Hogan Lovells International LLP) appeared for the Claimants. DR. MICHAEL BLOCH KC and MR. DOUGLAS CAMPBELL KC (instructed by Bird & Bird LLP) appeared for the First to Fifth Defendants.

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High Court Approved Judgment: Meade J

INTRODUCTION

Amazon v. InterDigital AASI continuation 1. This is my judgment on the hearing of an application by the First to Fifth Defendants (“InterDigital”) to set aside or in the alternative vary the interim anti-anti-suit injunction that I granted the Claimants (“Amazon”) ex parte on 20 October 2025 (the “AASI Order”) and continued on 30 October 2025 (the “AASI Continuation Order”).

2. Mr Bloch KC appeared for InterDigital (with the assistance of Mr Campbell KC) and Mr Key KC for Amazon. 3. I have given a number of judgments in this litigation in fairly rapid succession. Three in particular matter for the purposes of this judgment: i) ii) A judgment I gave at a case management hearing on 9 October 2025 which I convened of my own motion following InterDigital's having obtained anti-suit relief in the German national court (Munich I) and in the UPC. The judgment is [2025] EWHC 2600 (Pat) and I will refer to it in this judgment as "CMJ" (Case Management Judgment). The judgment of 20 October 2025 at which I made the AASI Order. I will refer to this judgment, which is [2025] EWHC 2708 (Pat), as "EAJ" (Ex Parte Anti-anti-suit Judgment). iii) My judgment of 30 October 2025 at the return date of the AASI Order,
- [2025] EWHC 2920 (Pat), at which I made the AASI Continuation Order. Amazon was ready to deal with any application to set aside or vary the AASI Order on that day, but InterDigital said it needed time, which I granted. I will refer to this as the "RDJ" (Return Date Judgment). 4. In the interests of timely provision of this judgment, I do not intend to paraphrase or summarise those earlier ones. However, rather than simply invite the reader of this judgment to go and read all of the earlier ones I will, for convenience, set out here the key parts of each. The CMJ gives the general background; the EAJ is the main judgment about the basis for granting the AASI Order; the RDJ provides some important procedural context to InterDigital's complaints, and its conduct. THE CMJ 5. The key parts of the CMJ are as follows:
2. These are RAND proceedings - as opposed to FRAND proceedings - because they concern digital streaming, and the ITU-T regime, rather than the ETSI regime, as was touched on in a number of hearings in the Nokia v Amazon litigation (which has since settled, and see further below). The parties need no introduction. ... Page 4 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation
4. The nature of the proceedings is extremely complex, but it is somewhat similar to the Nokia v Amazon litigation, to which the reader of this judgment can refer if they want to know further details (e.g.
- [2025] EWCA Civ 43, under the name Alcatel v Amazon). The difficulties and complexities compared with the ETSI-based telecoms cases of recent years are that there is a dispute over whether the RAND obligation under the ITU-T regime extends to both encoding and decoding patents or only to decoding, and the fact that it is said by Amazon in these proceedings, and in general in its dispute with InterDigital, that there is the possibility of specific performance of the ITU-T RAND obligation (which is subject to Swiss law), i.e. that InterDigital could be required actually to grant a licence on RAND terms. That was disputed by Nokia in Nokia v Amazon and is disputed by InterDigital in the same way: it says that there is no possibility of specific performance.

5. There has been negotiation between the parties. It is controversial what has happened in the course of those negotiations and who if any one is at fault over various aspects of it, which I will not go into, partly because it is not important to my decision, and partly because of a risk of trespassing on to the confidential matter. However, for whatever reason, and without any comment or otherwise on the appropriateness of it, which is hotly debated, Amazon began proceedings in the UK and elsewhere (in particular Brazil), with the UK proceedings beginning by a Claim Form on 29th August of this year and with Particulars of Claim of the same date. ...
6. The proceedings are extensive. They include challenges to the validity of InterDigital streaming patents, challenges to their essentiality, a claim for declarations that they are not infringed, an allegation that InterDigital has abused a dominant position, and, pertinently, for certain declarations about InterDigital's obligations under the ITU-T RAND commitment. There is also the above-mentioned major issue over whether such RAND obligations as InterDigital has extend to encoding as well as decoding patents, and their interaction with video devices on the one hand and streaming services on the other, a key part of the commercial picture being Amazon Prime.
7. The proceedings as initially formulated included a declaration that Amazon was entitled to be offered a licence to the challenged patents on RAND terms, and a declaration of licence terms to the challenged patents, including, and this is critical to understanding the litigation landscape, terms that are adjustable pending full court determination, if granted before such a determination. That is the sort of relief that touches on the UK court's jurisdiction to make declarations about patentee's obligations to grant interim licences under RAND or FRAND obligations. Page 5 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation
8. There is a complicated picture about the precise relief claimed in the prayer for relief, which I do not think I need to pick through, for reasons that will become apparent. However, importantly, the declaration of RAND terms includes what might be called substantive long-term permanent RAND terms and interim RAND terms adjustable pending a full court determination.
9. There are also complicated sequences of events surrounding service of the proceedings on InterDigital. Discussions between the parties about how to progress that and how to deal with the unsurprising challenge that InterDigital propose to make to this court's jurisdiction began soon after the issue of the claim form and continued. That led to two orders of Master McQuail.
10. The first order, of 18th September, was made on Amazon's application for permission to serve out. The Master permitted it. I do not need to go into the details.

11. The parties continued discussions about the timing of the Part 11 jurisdiction challenge application that InterDigital intended and intends to bring, and that led to the second order, a consent order, sealed on 30th September and dated by the Master on 29th September, setting some outline directions for the jurisdiction hearing, and providing that a timetable should be agreed, which, subject to the court's availability, would allow the hearing to take place no later than 30th January next year, 2026.
12. In the meantime, InterDigital prepared and made applications in the Munich 1 regional court of Germany and in the UPC, seeking anti-suit relief of significant scope -- I will have to come back to that in a moment -- to restrain Amazon from carrying on at least aspects of the UK proceedings. The applications came on for determination on paper (primarily -- see below). The German court made an order on 26th September, which was clarified by a further order on 1st October. The clarification I find somewhat complex, but accept that it was well- motivated and seen as necessary. I do not know whether it was instigated by InterDigital or by the Munich court, and it does not matter. However, in any event, two orders were made by the German court on 26th September and 1st October, but the substantive one on the former date.
13. The UPC made its order on 30th October. Both the German and UPC Orders were served at the same time on 2nd October (I should probably say purported to be served since I think Amazon may be questioning the precise dates or details). ...
23. I became aware of the UPC and German orders (I think it is fair that I say this), as I suspect many other litigators and members of the judiciary across Europe did, from a blog on the internet last week, on 2 October, the day the orders were served, and I noted the short timescale which Page 6 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation appeared to be set for Amazon's compliance with the orders. As I have made clear already, it is by no means my function to get involved in those orders or the decisions leading to them at all, but it immediately occurred to me that the orders made were likely to have an impact on the immediate case management tasks facing this court, in particular because of the jurisdiction challenge scheduled by Master McQuail which I was aware of, simply because I keep an eye on what matters are going to come before the Patents Court in the near future. So with the objective of case managing this litigation, I directed this hearing along with associated orders for its conduct (an Order of 6 October 2025), and following some discussion between the parties it came on today. ...
25. InterDigital has made the important submission, which I accept, that it is not for me to construe, interpret or enforce the UPC or German orders; that is completely a matter within the jurisdiction of those courts and if there is a dispute about them then those courts will need to consider it. But to the extent it would be possible to at least understand what the parties' positions were, I think it was appropriate to, and I did, invite them to try to agree. After some interchanges, agreement was at least reached, which I think is critical for the case management of this litigation, and I may say I think justifies this hearing in itself, that the UPC and German orders do bite on Amazon's conduct of any interim licence declarations

or other similar relief, but do not bite on what might be called the substantive or long-term decisions about final RAND terms for the future (InterDigital briefly took the position that the anti-suit orders also bit on final RAND terms but retreated from that position just before this hearing. Mr Bloch said that InterDigital had not taken that position and that what it said had been misinterpreted, but I reject that).

26. The agreement about the interim/final distinction has enabled high- level identification of that which can go forwards and that which cannot, at least for present purposes. There are surrounding discussions about details of the UPC and German orders, which do not have any impact, in my view, on my case management of these proceedings, and which it would be wrong for me to try to resolve. 6. It will be significant to what I say later that InterDigital initially, and I concluded deliberately, said that the UPC judgment did prevent Amazon from pursuing final RAND relief in this Court. THE EAJ 7. Although this application is not a review of the EAJ (see below), that judgment is a central part of the context and the key parts are as follows:
 2. The application before me today is an application by Amazon (I use that abbreviation in the same sense as my previous judgment), for anti- anti-suit relief against InterDigital, which again I use in the same sense as Page 7 High Court Approved Judgment: *Meade J Amazon v. InterDigital AASI* continuation in my previous judgment. It is an ex parte application, not on notice to InterDigital, for reasons I will come to.
 3. My previous judgment was at a directions hearing which I set of my own motion, not at the request of either party, in the light of anti-suit relief granted by the German Regional Court in Munich and by the UPC Mannheim Local Division (“the ASIs”) against declaratory interim licence relief sought by Amazon in these proceedings. I make clear at the outset of this judgment that what I am asked to do today does not impact on the ASIs. Amazon has applied or intends to apply for a review of each ASI in the court that granted it, but in the mean time it is respecting them, including in this court. It is not now pursuing any interim licence relief, which is what the ASIs were clearly and explicitly directed against. ...
 6. Since my previous judgment, various events have taken place in close succession, and some more or less simultaneously with each other.
 7. First, InterDigital has served a number of documents in accordance with my directions: an outline of its arguments on jurisdiction on 10th October, and then on 14th October three witness statements: (1) a witness statement of Ms. Stephens, of Bird & Bird, to do with expedition and the timing of InterDigital’s jurisdiction challenge (whose further hearing I directed in my previous decision), (2) a witness statement of the solicitor at Bird & Bird who gave some of the original evidence in support of the ASI applications and whose name I kept out of my previous judgment, and (3) a witness statement of the German legal representative of InterDigital. The latter two statements both cover primarily the matters around the applications for the ASIs about which I expressed concern in my previous decision.

8. Second, also (by coincidence) on 14th October, the Mannheim Division of the UPC made a directions order, I think on its own initiative. As I understand it, the order was the result of the challenge by way of review that Amazon has now made to the ex parte UPC ASI. The order directs a hearing which will take place on 14th November. It includes various requests for the parties to provide further information, in particular, in relation to the final RAND relief sought in these UK proceedings and the specific performance sought. It sets times for provision of skeleton arguments and so on.
9. I am informed that in the German national proceedings it is likely, I think intended, that Amazon will also make a challenge to that ex parte ASI. There is no specific time limit for that to be done. There has thus been no directions order of the Munich court, and I do not understand that any further hearing has been set. Page 8 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation
10. The main issue which has triggered the application today can be summarised by reference to two paragraphs of Ms. Stephens's evidence. In paragraph 11, she says this: "In opposing Amazon's applications to expedite the jurisdiction challenge and any RAND trial, InterDigital observes that, as it has given the above undertaking directed to this jurisdiction" – [I interject: that is an undertaking not in certain circumstances to assert its video streaming SEPs in the UK] "any such expedition could only be directed to influencing the conduct of foreign proceedings in a way which the German courts and the UPC understandably regard as unacceptable." What Amazon understand that to be saying, which I consider to be at least arguable, is that InterDigital will be taking the position that the pursuit of final relief in these proceedings, particularly if expedited, would interfere with ("influencing") the German and UPC proceedings. I imagine the nature of the influence would be said to be that if this court holds, at an expedited trial, that InterDigital is obliged as a matter of contract under the ITU regime to give Amazon a global licence on identified terms, and is ordered to do so, by way of specific performance, then Amazon will assert a licence defence to the German and UPC proceedings. Amazon has said that it would rely on a licence in that situation but that that does not mean that InterDigital is prevented from bringing infringement claims, just that a licence defence would be argued.
11. The other paragraph of Ms. Stephens's evidence which I think is important, and certainly weight has been placed on it by Amazon, is paragraph 95(b), which says that: "If Amazon considers that the Munich ASI Order and the UPC ASI Order should not have been granted and/or cause Amazon prejudice, then the correct course of action is for Amazon to seek an inter parties review of these orders in the German court and/or the UPC rather than seek expedition of these proceedings to circumvent the orders of the German Court and the UPC."

12. I just interject to re-emphasise that what is sought to be expedited at the moment is final RAND relief because, as I have said, Amazon accepts that, at the moment, with the grant of the ASIs, interim relief cannot and does not form part of these proceedings. I think the circumvention referred to must, again, be Amazon getting an actual, contractual licence under the ITU regime to Interdigital's portfolio and seeking to use it as a defence.
13. Amazon's concern, therefore, is that InterDigital may be formulating a position or an application to either the UPC in Mannheim or the German national court in Munich (or both, as before, or some other court): an application to restrain Amazon from carrying on its claim to final RAND relief, which remains within these the substantive, Page 9 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation proceedings, as discussed below, and in relation to which I (or possibly Mellor J) am going to hear certain procedural applications in the next ten days or so following my previous order. ...
18. In the light of the remarks I made in my previous judgment and in the context of this dispute as a whole, I reiterate with additional force that I have to be quite exceptionally careful about the grant of any relief of this kind. The considerations of comity are powerfully engaged and I must bear that in mind at all times. I also reiterate the comments I made in my previous judgment about respect for the process of the German national court and the UPC. ...
22. Mr. Dudnikov has directed me in his written submissions to a good deal of relevant authority on the question of the grant of anti-suit injunctions of the sort sought from me and I have refreshed my memory of it. For present purposes, I can summarise the points that I think are important from a recent decision of Foxton J (now Foxton LJ), in *J. P. Morgan v Werealize.com* [2025] EWHC 1842 (Comm), at 107: "The principles for the granting of anti-suit relief on the vexation and oppression basis are summarised by Males LJ in *SAS Institute Inc v World Programming Ltd* [2020] EWCA Civ 599 at [90]-[91],
- [103] and [108] and in *JP Morgan* I précised that summary and principles derived from other authorities cited in that case as follows:
- (i) The basic principle is that the jurisdiction is to be exercised 'when the ends of Justice require it'. (ii) Established categories of case where an injunction may be appropriate (which may overlap) include cases where an injunction is necessary to protect the jurisdiction of the English court and cases where the pursuit of foreign proceedings is regarded as vexatious or oppressive, but the jurisdiction is not confined to these categories and must be applied flexibly. (iii) Great caution must be exercised before such an injunction is granted, at any rate in cases where the injunction is not sought in order to enforce an arbitration or exclusive jurisdiction clause, because of the requirements of comity. (iv) When an anti-suit injunction is sought on grounds which do not involve a breach of contract, comity, telling against interference with the process of a foreign court, will always require careful consideration. Page 10 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation

- (v) Comity requires that in order for an anti-suit injunction to be granted, the English court must have 'a sufficient interest' in the matter in question. Often that sufficient interest will exist by reason of the fact that the English court is the natural forum for the determination of the parties' dispute. In a case where the injunction is sought in order to protect the jurisdiction or process of the English courts, the existence of a sufficient interest will generally be self-evident. (vi) The categories of factors which may amount to vexation and oppression are not closed (*Elektrim SA v Vivendi Holdings 1 Corp* [2008]EWCA Civ 1178, [83]). (vii) At [146], I added my own observation that even in cases in which injunctive relief is not sought on a contractual or quasi-contractual basis, the fact that the foreign proceedings involve the circumvention of an agreement for arbitration with an English seat, or an English EJC, can itself be relevant in determining whether the commencement and pursuit of the foreign proceedings is vexatious and oppressive, as well as establishing the necessary 'sufficient interest' of the English court to act."
23. This recognises that categories of cases where anti-suit (or anti-anti- suit) relief might be appropriate are those where it is necessary to protect the jurisdiction of the English court, and those where the pursuit of foreign proceedings is vexatious or oppressive (or would be if commenced – I accept that *quia timet* relief is possible, and that is what is sought), but also says that the jurisdiction is not confined and must be flexible.
24. I have also found useful and important *Magomedov v PJSC Transneft* [2024] 4 WLR 284, the decision of Bright J, which held that the court had the power to grant an interim AASI to last until the English court is able to decide its own jurisdiction. The relevance of that is that jurisdiction is substantively challenged by InterDigital in these proceedings. I am not able to reach a conclusion on that challenge and nor will I (or whichever judge hears this matter) be able to do so on any return date, if that were ahead of the jurisdiction challenge. But *Magomedov* decides there is power to grant interim anti-suit relief until jurisdiction is decided.
25. I also have had in mind my own previous decision in *Cook v Boston* [2022] EWHC 504 (Pat) which concerned comity and the limited grant of an anti-anti-anti-suit injunction pending the hearing of an anti-suit injunction application, in the form of a notice requirement.
26. The application for an AASI today is put on two bases. One is to protect the English court's jurisdiction and, separately, or cumulatively, on the basis that it is to restrain conduct by InterDigital that would be vexatious or oppressive. Page 11 High Court Approved Judgment: *Meade J Amazon v. InterDigital AASI continuation*
27. I consider that both are at least sufficiently arguable for me to make an order for a brief period until the return date.

28. First, it is argued (and I accept that it is seriously arguable) that the heart of the UK proceedings is a determination of the scope and price and terms of a final RAND licence, of whether Amazon is entitled to such as a matter of contract, and of the availability of specific performance, and that it is reasonably arguable that an anti-suit injunction would block that; would undermine the jurisdiction of the UK courts in relation to the heart of the claim, in a situation where there are currently no proceedings anywhere else where those matters could be determined and where no other court has been suggested as available, or, more appropriate than the UK. Therefore, I conclude that is seriously arguable.
29. I turn to the ground of vexation or oppression, where I am particularly struck by what I provisionally (I stress this given my previous judgment) consider the extremely tactical and constantly changing position of InterDigital about whether final relief is or is not within the proper scope of these proceedings or may be restrained by the ASIs. I made it very clear in the context of the previous hearing before me that one of my main concerns was to identify what part of the UK proceedings was or might be said by InterDigital to be a breach of the ASIs granted in Mannheim and in Munich, so that the other parts, including forthcoming applications, could go ahead. The upshot was that before me, at the recent hearing, InterDigital eventually accepted that final RAND relief was not blocked by the ASIs. But that followed a good deal of to-ing and fro-ing in which I understood InterDigital first to say that final RAND relief was blocked in a letter (of, I think, 7 October) and then to say that the letter had been misconstrued. I rejected that explanation in my judgment. I consider it at least arguable that what is indicated in paragraphs 11 and 95(b) of Ms. Stephens's evidence is a further change of heart, or the revealing of an intention held all along, and that InterDigital may well be intending to seek to argue that it is appropriate to try in the German and UPC proceedings (or elsewhere) to block final RAND in this court.
30. Parties are entitled to change their minds, but what I find particularly concerning is that InterDigital was invited to (and did) state its position in clear terms, at the last hearing before me, when it knew that the purpose of identifying its position was to set further procedural steps, which I, indeed, did, in reliance on what it said. Furthermore, I observe that at the time of the hearing before me, leading to my previous judgment, the fact that Amazon was going to seek expedition of final RAND relief was very clearly on the table. The application for the trial of final RAND relief to be expedited had been made by Amazon prior to the hearing, and I was being asked actually to expedite it there and then (I declined) or to set a timetable to hear the expedition application (which I did).
31. Therefore, in my view, there is an appropriate basis for granting anti- I anti-suit relief under both heads, separately or cumulatively. Page 12 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation understand, of course, that that may well be challenged on the return date and the question of jurisdiction may not be determined until even after that. In the light of the authorities that I have touched on already, I nonetheless consider that I have power to grant the relief and I consider that the interests of justice require it.

32. I must also very carefully consider whether I should proceed ex parte, in the absence of InterDigital, who have not had even informal notice, and the question of comity.
33. In my previous judgment, at paragraphs 49-51, I mentioned the extreme restraint that the English court has for exercising anti-suit or anti-anti-suit jurisdiction and especially ex parte, and I said that I thought that InterDigital should have pointed out, in the Bird & Bird evidence, if it were to give a fair picture, that there would be considerable obstacles in the way of Amazon making such an application in the UK, especially ex parte, to head-off the anti-suit relief that was, in the event, granted in Mannheim and Munich, had it become aware of those applications.
34. I bear those principles in mind, but the facts are now very different. Things have moved on. The UPC and German courts have made their orders. I have conducted my hearing. The parties have taken positions; InterDigital has expanded its stance. I have made certain provisional criticisms of InterDigital's behaviour on the previous occasion and I think from all of the much-changed context, there is a very real likelihood, which would have been harder to show at the earlier stage, that InterDigital would seek urgent ex parte relief in another court if given notice of this hearing. I also have to say that whilst my criticisms on the previous occasion were provisional and will be further discussed at the forthcoming hearing which I ordered, I still have considerable reservations about the way InterDigital proceeded, including the speed with which it did so, and the materials that it used to support those applications.
35. Therefore, I do conclude that, in the rather unique circumstances of this case, it is both appropriate and necessary to proceed ex parte and not on notice to InterDigital.
36. So far as comity is concerned, I have given careful thought to it. I only intend to make an order with a return date which I am going to set at the hearing that I have already ordered, in a window which runs down to 30th October. I am not aware of any proceeding in the UPC or in the German court or any step in those proceedings which is intended to take place in that short period that my order will hinder, so I consider that the impact of my order on the conduct of those proceedings will almost certainly be nil (I repeat the obvious but very important point that my order is directed to InterDigital and not the German Court or the UPC). If I am wrong about that, then InterDigital has the right to apply to set aside or vary my order, but the position (aside from this application today), is that there is another procedural hearing coming up in the UK, the UPC has a procedural hearing coming up, at which we will give Page 13 High Court Approved Judgment: *Meade J Amazon v. InterDigital AASI* continuation further directions for our respective proceedings, and seek to understand the overall position better. I am making an order which will not interfere with that situation or that balance at all and, indeed, will simply preserve the position from what I think would be an exceptionally disruptive application by InterDigital, were it to be made in the short period between now and the return date.

37. Therefore, I do intend to make an anti-anti-suit order, with a scope which I will now discuss with counsel. ...
39. My attention is drawn to paragraphs 5 and 6 of the draft order. Paragraph 5 contains the substantive relief, which is in the following terms: “a. Restrain, prevent or prohibit the Applicants or any of them from pursuing the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application;
- b. Require the Applicants or any of them to withdraw any claims for the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application;
- c. Seek to penalise the Applicants or any of them for the pursuit of the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application.”
40. I consider that that relief adequately reflects what I think is appropriate. Quite properly, given the overall procedural context and the fact this is an ex parte application, Amazon has sought to make clear that the relief it seeks must not and does not interfere with InterDigital’s ability to bring what, in Mr. Brown’s (of Hogan Lovells) evidence, he calls substantive patent proceedings in the UPC, the German courts or any other jurisdiction, and what Mr. Brown means by “substantive patent proceedings” is an allegation that some claim of some patent is infringed by some act or product of Amazon.
41. I do not think it is even arguable on the face of paragraph 5 that that kind of substantive relief is blocked, and I make clear through these reasons that that is not the effect of paragraph 5.
42. The laudable effort to include a carve-out was by way of paragraph 6 in the order, which said as follows: “For the avoidance of doubt, nothing in this Order prevents or is intended to prevent the Respondents (or any of them) from pursuing, continuing or conducting patent infringement proceedings based on their patents before any competent court and/or enforcing any resulting judgments or measures.” Page 14 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation
43. To my mind that just introduces scope for doubt and could even undermine the injunctions in 5(a)-(c) which I have ordered. So I think it is unnecessary because I do not think there is any argument that paragraphs 5(a)-(c) do preclude an allegation by InterDigital that some particular claim of some particular patent or patents is infringed by some particular activity.” 8. I will be referring back to parts of the EAJ below but for now mention two points: i) The witness statement from Bird & Bird referred to at paragraph [7] contained an apology (which I have accepted) and an explanation for the evidence presented to the German court and the UPC in order to obtain the ASIs. The witness statement accepted that that evidence was “excessively brief, lacked context, and lacked details” and “would have been clearer” if context had been given. The author did not actually use the word “misleading”, but that

remains my assessment of the evidence. Part of the explanation given for the shortcomings of the evidence was that the procedures of the German courts on ex parte applications do not impose a duty of full and frank disclosure on applicants, and various other matters are also referred to. I mention this to make clear that I accept that while the evidence submitted to the UPC and German courts was, and is accepted to have been, deficient, the explanation given satisfies me that the individuals concerned did not act with calculated ill intent or any impropriety. Rather, errors (avoidable and regrettable as they were) were made under pressure. I also make clear that InterDigital maintains that the deficient evidence did not mislead either court in any material way and that it would have obtained the ASIs even had its evidence not been so inaccurate about the speed with which a UK court might hear an interim ex parte licence declaration application and the likelihood of countermeasures here. That is not a matter for me to decide, of course. ii) Paragraphs [39]-[43] are not concerned with whether to grant AASI relief but whether to include a specific carve-out to make clear that InterDigital remained free to bring infringement proceedings, and I said that such a carve-out was unnecessary. Those paragraphs are relevant to whether the AASI now ought to contain such a carve-out, since InterDigital has raised the same question again (very fairly) and the UPC raised it at the 14 November hearing. 9. I should also mention that on the day after the hearing before me (i.e. on 26 November 2025) the German national court in Munich gave a written judgment maintaining its ASI. This was communicated to me by the parties on 1 December 2025 (along with informal translations) by which time I had substantially completed this judgment. The parties have not asked to make submissions on the 26 November decision, or done so. THE AASI ORDER

10. The key provision is the injunction itself at paragraph 5: Page 15 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation “Until after the return date or further order of the Court, the Respondents (and each of them), whether by their directors, officers, partners, employees or agents, or in any other way, must not take any steps in any court or tribunal (wherever situated) to seek any orders, measures or other relief (including, without limitation, anti-suit relief) which would, directly or indirectly:
 - a. restrain, prevent or prohibit the Applicants or any of them from pursuing the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application;
 - b. require the Applicants or any of them to withdraw any claims for the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application;
 - c. seek to penalise the Applicants or any of them for the pursuit of the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application.” 11. “Final Relief” is defined in detail in an annex to the AASI Order. It is not necessary to set it out here. THE RDJ
12. The material parts of the RDJ are as follows:

10. I now have to deal with what to do in relation to the return date of the anti-anti-suit order that I made on 20th October, which is reflected in my order of that date. In paragraph 7 I said: "This Order having been made without hearing the Respondents or giving them an opportunity to make representations, any party affected may apply to vary or set aside this Order providing any application is issued no later than 4pm 7 days after service of this order on the party making the application and providing any such application is preceded by at least 48 hours prior written notice to the Applicants through Hogan Lovells International LLP's London office."
11. Paragraph 8, providing for the return date, said: "The return date shall be during the hearing listed to be heard in the window 28-30 October 2025 ... At the return date, the Court will consider whether this Order shall be continued and/or what further order shall be made."
12. InterDigital have not made any such application as yet, and the grounds on which they might have applied to vary or set aside the order were not explained prior to this hearing, it is said because of the shortness of time. However, Mr. Bloch has indicated that there are three matters to be considered. One is an allegation by InterDigital that it had Page 16 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation made no threat, and as part of that that it has no intention, at the moment, of seeking anti-suit relief to block the final RAND determination in these proceedings. Secondly, that point one should be viewed in the context of comity, which was explained in oral submissions to be an argument that the court should proceed with the greatest care in making an order that cuts across foreign proceedings, especially when there is no threat and no intention. Thirdly, some matters of clarification, one bearing on the confidential matter and the other one bearing on the impact that a final determination in these proceedings might have in foreign jurisdictions.
13. I indicated in the course of argument to Mr. Bloch that I was not specifically troubled with the procedural framework by which InterDigital went ahead. I had in mind whether a specific application notice was required, but that does not mean that any application to vary or set aside ought not to be managed or ought not to be managed in the context of my paragraph 7. I think that, in view of the rather limited matters that are raised, there has in fact been nothing to stop InterDigital being ready at this hearing to argue out the matters I have adumbrated. It seems to me that only very little evidence is concerned about the absence of a threat, if any, or about the lack of a present intention. If evidence is required about the clarifications, then I think that can only be limited as well, but I would hope the parties could resolve those anyway.

14. Nonetheless, those materials are not before the court, i.e. InterDigital's grounds for varying or setting aside. Although Mr. Key KC, who is dealing with this part of the hearing for Amazon, has said that they are ready to go at this two-day hearing, I do not think that is practical in the light of InterDigital not having put forward its material and also in light of the other things that we have to deal with, in particular to do with expedition of the substantive trial.
15. However, this does need dealing with rapidly. As at present advised, I am not willing to give up on the prospect of putting this all to bed in advance of the case management hearing [i.e. the UPC's hearing] which is due to take place on 14th November.
16. So I will direct that InterDigital must set out, in detail and with precision, by next Monday, 4 p.m., the bases on which it seeks to vary or set aside the order. Unlike the indicative statement that I asked for in relation to jurisdiction, this must be definite and binding. InterDigital will not be permitted to vary from that without a further order of the court and nor, in view of what has happened, may it materially expand what it intends to say beyond that which has been explained to me by Mr. Bloch today. InterDigital's evidence in support of that must be served by 4 p.m. next Wednesday. After that, the parties will please communicate to me what they think the timing is for the actual hearing, and that will need to also cover whether Amazon needs to put in responsive evidence and what that will be."
13. As I have said above and as the RDJ thus records, Amazon was ready to deal with continuation or set-aside of the AASI Order on 30 October, but InterDigital Page 17 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation wanted time, which I gave. But all that InterDigital has done since then is to serve (on 3 November) its Grounds to Challenge the UK AASI Order ("GtC") which just said what Mr Bloch had indicated it would say at the 30 October hearing, as well as asserting lack of clarity in the AASI Order in various ways, which were then pursued in correspondence and which I deal with below. Despite saying that it had no intention to seek an ASI restraining Amazon's pursuit of final RAND relief (and made no threat) InterDigital served no evidence about intention, whether from its employees or from its legal representatives, even though the question of its intention was actively put in issue by InterDigital and is a matter of fact which could certainly be addressed in evidence, and I expected that it would be, if only briefly. The avoidable delay which has resulted from not hearing the continuation and set-aside applications is very unfortunate because it meant that the UPC hearing on 14 November 2025 went ahead without this present judgment and the UPC decided it could not give a final decision on the review of the UPC ASI until this judgment is given and the parties have had an opportunity to provide written submissions on this judgment. I understand that the deadline for the parties to provide those submissions is currently 5 December 2025 and to try to facilitate that I have handed down this judgment and made it public immediately, but subject to typographical corrections, rather than with the usual embargo. THE GERMAN AND UPC ASI ORDERS 14. I cover these in the CMJ in passages from [12] to [26] which are quoted above. They are expressed to cover interim licence relief. Although interpretation of

those Orders and enforcement are matters for those courts and not for me – I stress that I am not even asked to enforce them – they do not on their face read as if they restrain final RAND relief and, as recorded above, after some unsatisfactory to-ing and fro-ing InterDigital accepted as much at the time of the CMJ. Whether it still accepts it or is trying to backslide remains in question to some extent, as the EAJ touched on. THE UPC 14 NOVEMBER 2025 HEARING 15. I have been provided with an agreed note of the UPC hearing (there are some points on which the parties’ representatives’ notes differ but they are not very material). It is not an official record and what transpired is not always clear from it. This is not a criticism but just inevitable in the circumstances and I am grateful for the assistance it has provided. I think I must be very careful about reading anything into the detail of the note. It is only safe to use it to get a general idea of what happened and of the matters of interest and concern to the UPC. I comment briefly below on the reverse situation, given that transcripts of the hearing on 30 October have been provided to the UPC, at its request. FUTURE AND POTENTIAL FUTURE EVENTS IN THIS ACTION

16. On 3 and 4 December 2025 I will hear InterDigital’s application challenging jurisdiction and seeking to set aside service out. I will refer to that as the Page 18 High Court Approved Judgment: Meade J “Jurisdiction Hearing”. Amazon v. InterDigital AASI continuation
17. As a result of another judgment which I gave at the same hearing on 30 October, Amazon’s claims for final RAND relief will be tried in a substantial trial, starting on 15 September 2026 (I refused the higher degree of expedition that Amazon sought). I will call this the “Final RAND Trial”. Of course, the Final RAND Trial will not take place at all if InterDigital succeeds at the Jurisdiction Hearing.
18. Amazon’s overall objective at the Final RAND Trial is to obtain global licence terms for InterDigital’s video streaming portfolio, including encoding, decoding and implementation patents, and an order for specific performance requiring InterDigital actually to grant such a licence. As well as jurisdiction, Amazon has numerous hurdles to clear before it achieves that overall objective. For example, it will have to defeat InterDigital’s argument that a patentee’s ITU RAND obligation is merely one to negotiate in good faith, it will have to show that the ITU RAND obligation bites on encoding patents as well as decoding, and it will have to show that specific performance is an available and appropriate remedy. These are just examples, there are others. 19. It is no part of my function on this application to assess the merits of those matters. I mention them because in what follows I will refer on occasion to the consequences if Amazon wins at the Final RAND Trial and I want to make clear what such a victory would require. I am not assuming that Amazon will win, only that the possibility and its consequences have to be considered. INTERDIGITAL’S ASSURANCE AND OFFERED UNDERTAKING
20. At the 30 October hearing I expressed the view that if InterDigital did not want or intend to get an ASI restraining Amazon’s pursuit of final RAND relief then this set-aside application might well be a waste of time when there are much more important matters to attend to, notably the Jurisdiction Hearing and pleadings on the RAND case. InterDigital however

pressed ahead, asserting that the existence of the AASI Order is a matter of principle. 21. It therefore came as a surprise at the hearing when Mr Bloch, in response to my question as to whether InterDigital accepted that the Final RAND Trial would in fact go ahead in September 2026, said (reading out written instructions): “I am instructed that InterDigital will not apply for an anti-suit injunction to prevent final relief in the UK”. 22. I do not understand why InterDigital could not have used the time that it specifically asked for at the 30 October hearing to explain this in evidence, formalise it, and engage with Amazon over it. The present hearing might still have been necessary (and to be fair, Mr Bloch went on to maintain the position that there is a point of principle at stake) in order to deal with the points where InterDigital says that the AASI Order requires clarification, but equally it might have been avoided, would at least have been shorter and less disruptive, and Page 19 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation could much more easily have taken place before the UPC’s important hearing on 14 November.

23. At my invitation, after the hearing before me, InterDigital considered whether it could provide something more formal to reduce or eliminate the need for decision(s) from me. InterDigital proposed an undertaking in inter-solicitor correspondence on 26 November (the day after the hearing), Amazon replied on 27 November, and InterDigital came back on that on 28 November. I am not going to go into all the details; the letters have become long and complex. My initial view when I read InterDigital’s undertaking was that it might be a place to start but overall was inadequate and did not address Amazon’s legitimate concerns. The most obvious point (to me) was that it did not deal with the possibility that InterDigital would yet again change its stance and try to contend or contrive that the existing German and UPC ASIs prevented Amazon seeking final RAND relief in the UK. Amazon’s 27 November response raised other highly material and in my view valid points and InterDigital’s 28 November letter is inadequate to address them and was unduly argumentative and aggressive. I recognise that InterDigital’s assurance at the hearing could have set the ball rolling, and had it been done earlier so as to allow time for reflection and constructive discussion then the hearing could have been very significantly shorter and simpler, but InterDigital just left it much too late. THE PARTIES’ RESPECTIVE POSITIONS InterDigital 24. InterDigital’s GtC raises points under three categories: i) ii) No sufficient threat or intent on its part to get ASI relief preventing Amazon from seeking final RAND relief. Offence against comity (which it said had to be assessed in the light of the no threat/intent question). iii) The AASI Order should be varied to clarify its scope.
25. The first two points are bases for setting aside the AASI Order; the third would only lead to its variation. However, it is sensible to address what the AASI Order means and any clarification that is appropriate before assessing comity. 26. InterDigital does not assert any lack of full and frank disclosure by Amazon. Amazon

27. Amazon contends that the AASI Order should be continued, essentially for the reasons why it was granted in the first place. It says there is a threat and intention on InterDigital's part, and it says that there is no lack of comity because any intrusion on what can be argued in the UPC and the German court (or anywhere else) is little to nil. Page 20 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation
28. Amazon's skeleton explains its position on the various matters of alleged lack of clarity. It does not accept that there is any lack of clarity but does not (as I understand it) oppose clarifying changes which do not change the material effect of the relief and which I consider appropriate. THE LAW
29. The main issue for me is whether to set aside or whether to continue the AASI Order. I believe it is clear that I am not conducting a sort of appeal from myself or merely a review of the EAJ; I must consider afresh whether AASI relief is appropriate. Quia timet relief and threatening 30. InterDigital relied on the decision of Birss J (as he then was) in *Merck Sharp & Dohme v Teva* [2013] EWHC 1958 (Pat) at [39]-[59], which includes reference to the well-known and graphic passage in *Paul v Southern* [1964] RPC 118, (Harman LJ): It is exactly as if Mr Aldous in a sworn affidavit has said: 'I am fearful that unless restrained by the Court Sir Lionel Heald will hit me on the head with a volume of the Patent Reports'. He then goes on and says 'If he is not going to do it, it will not hurt him, so you may as well grant an injunction'. I have heard that argument before. 31. 32. In other words, a Claimant cannot get an injunction just by asserting a fear something will be done coupled with the argument that if the Defendant does not intend to do it, an injunction will do no harm. If it were so, there would be a self-fulfilling route to an injunction in every case where it is resisted. I do not think Amazon disagreed with these principles. Mr Key met the argument on the facts. He said there was a concrete and definite threat and that the situation before me on the AASI application was one analogous to InterDigital's already having hit Amazon with two volumes of the Patent Reports and getting ready to do it again. I return to the facts below. Anti-suit and anti-anti-suit injunctions generally
33. Both sides said that the relevant principles relating to anti-suit injunctions generally were properly summarised in *JP Morgan International Finance Ltd v Werealize.com Ltd* [2025] EWHC 1842 (Comm), (Foxton J) at [107], citing Males LJ in *SAS Institute Inc v World Programming* [2020] EWCA Civ 599. I referred to this specifically at EAJ [22] (where I accidentally anticipated Foxton J's forthcoming elevation). 34. InterDigital also referred to other cases about comity in this context, for example *Deutsche Bank AG v Highland Crusader Offshore Partners LP* [2010] 1 WLR 1023, at [50] (Toulson LJ):
- (5) An anti-suit injunction always requires caution because by definition it involves interference with the process or potential process of a foreign Page 21 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation court. An injunction to enforce an exclusive jurisdiction clause governed by English law is not regarded as a breach of comity, because it merely requires a party to honour his contract. In other cases, the principle of comity requires the court to recognise that, in deciding questions of weight to be attached to

different factors, different judges operating under different legal systems with different legal policies may legitimately arrive at different answers, without occasioning a breach of customary international law or manifest injustice, and that in such circumstances it is not for an English court to arrogate to itself the decision how a foreign court should determine the matter. The stronger the connection of the foreign court with the parties and the subject matter of the dispute, the stronger the argument against intervention.

35. Amazon agreed that this was relevant and indeed also cited it in its skeleton along with other decisions to like effect. I did not specifically mention Deutsche Bank in the EAJ, but I referred to comity on a number of occasions ([25], [36]) and I cited my own decision in *Cook v Boston* [2022] EWHC 504 (Pat), which itself quoted the above part of Deutsche Bank at [20]. So I certainly had it in mind when giving the EAJ, although of course that does not mean that I was necessarily right about comity, and InterDigital is free to raise it for fresh consideration *inter partes*. In addition, in the EAJ I was only concerned with the implications for comity of an order holding the ring until a return date, whereas now I am dealing with the longer-term position. 36. In any event, I do not think there was any dispute about this aspect of the

applicable principles.

37. By contrast, there was something of an argument, or at least a potential one, about the necessary degree of probability that must be shown that the respondent to an AASI will, if not restrained, seek an ASI. InterDigital said that there must be a “strong” probability, relying on my judgment in *Koninklijke Philips v Guangdong Oppo* [2022] EWHC 1703 (Pat). In fact the part from my judgment quoted in InterDigital’s skeleton argument was itself a quote from the decision of Marcus Smith J in *Vastint v Persons Unknown* [2018] EWHC 2456.
38. The question which arises for me is whether “strong” probability implies an absolute standard, such as more likely than not, or whether it implies a standard that is sensitive to other factors, such as the gravity of the harm that will occur if an injunction is refused and the defendant does that which is feared. In my view it is clearly the latter, since Marcus Smith J said as much in *Vastint* and I did too, in *Philips* at [19] (I went on to say at [20] that the likelihood would always be a significant factor). If it ever was InterDigital’s position that “strong” was an absolute standard, Mr Bloch did not press the point. Instead, he said that the standard, while variable in response to other factors, still requires a “strong” risk in a qualitative sense. I am not sure this is an entirely helpful way of expressing matters, but I certainly do accept that if the risk of the defendant doing that which is feared is low, other factors such as the harm which might follow would have to be correspondingly much stronger. And I agree that in relation to anti- anti-suit relief, where comity has to be considered very carefully, there must be heightened attention to the issue of likelihood.
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39. Ultimately, however, these are details, albeit very important ones, in the context of the overall test, which I agree with Mr Key is what the interests of justice require. He also said that it did not matter whether the test was an absolute assessment of likelihood or a flexible, multifactorial one because Amazon would prevail anyway.
40. This has been a rather abstract analysis. Where this fits in concretely is that InterDigital says that I went wrong in the EAJ because I did not turn my mind to whether there was a “strong probability” that InterDigital would seek ASI relief in Germany or the UPC (or elsewhere) against final RAND relief if not restrained. It points to [27], [28] and [29] where I used other expressions such as “sufficiently arguable” and “seriously arguable”. 41. 42. 43. InterDigital’s points in this respect are to some extent justified, but in other respects, not. For example, when I said “seriously arguable” in EAJ [28] I was not talking about likelihood of InterDigital’s seeking an ASI, I was addressing whether Amazon had a serious argument that a final RAND licence was at the heart of the UK proceedings, a different issue. Likewise, in [27] I was not talking about likelihood of InterDigital’s doing so, but whether Amazon had sufficiently, overall, made good its application under the headings of protection of the English Court’s jurisdiction, or vexation and oppression. On the other hand, I did say “at least arguable” in [29] in the context of InterDigital’s intentions when assessing, specifically, Ms Stephens’ paragraphs 11 and 95(b). But I went on to say that InterDigital “may well be intending” to block a final RAND determination in the UK, which is obviously a stronger statement. In any event, it is true that I did not expressly call out whether there was a “strong probability” in those exact words. The EAJ must of course speak for itself but I think a fair reading is not that I thought there was no more than a merely arguable possibility that InterDigital would seek an ASI if not restrained, but that there was a serious possibility (“may well be intending”, and “very real likelihood” in [34]) which taken along with other factors justified the Order sought. So to the extent it matters, I accept that I could have been clearer but reject the argument that I did not have the right overall approach in mind. I felt it necessary to deal above with the way I expressed myself in the EAJ given InterDigital’s arguments, but in a way it is by-the-by because InterDigital does not say that any error that I made in this respect is itself a ground for setting aside the AASI Order (and this hearing is not a review of the EAJ); Mr Bloch made that clear. Nor is any allegation made that Amazon failed in its obligation of full and frank disclosure by not addressing me at the ex parte hearing on the relevant standard and authorities; again, Mr Bloch was clear about that. What InterDigital does say is that I must now assess the likelihood against the correct standard in considering whether to continue the AASI Order or to set it aside. I agree with this, and furthermore it is a different exercise because I am now considering the situation longer term than just until a return date in the near future. Page 23 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation DISCUSSION AND ASSESSMENT 44. I will deal with threat and intention first. I will then deal with the alleged needs for clarification. Although InterDigital understandably addressed comity prior to clarity in its GtC, skeleton and oral submissions, the points raised in the name of alleged lack of clarity ought to be dealt with so that the real effect of the AASI Order can be identified and factored into comity.

So I deal with comity third. Threat and intention, likelihood 45. InterDigital argued that the assessment of threat and intention (a) all turned only on Ms Stephens's paragraphs 11 and 95(b), (b) that she was discussing only the issue of expedition of the Final RAND Trial, and (c) that the AASI Order was directed purely at the risk of InterDigital interfering with expedition.

46. Each of these contentions is obviously wrong.
47. As to the first, the assessment of threat and intention also has to take into account: i) The fact that InterDigital had already sought and obtained ASIs directed against these proceedings. ii) The fact that InterDigital had done so ex parte. iii) The fact that InterDigital had expressed the position that the ASIs which it had obtained did block final RAND relief in the UK, only to reverse that position with an explanation that I rejected – see the CMJ at [25].
48. These matters were all factored into my decision in making the EAJ, and remain relevant. Ms Stephens' evidence fortifies the position because it says that InterDigital considers that Amazon's seeking of final RAND relief at an expedited trial in the UK would be regarded as unacceptable by the German court and the UPC and would circumvent their orders: a very close parallel to the purported justification for the ASIs. 49. Since the EAJ, InterDigital has doubled down on these contentions in court documents filed with the UPC. It has also conspicuously failed to put in any evidence about its intentions as to seeking an ASI against Amazon's seeking final RAND relief, if it were free to do so. I consider that I am entitled to draw an inference from that omission: that it does have such an intention. Mr Bloch said that InterDigital ought not to have been obliged or pressured to explain its intentions in evidence lest it be interrogated or challenged but I reject that: parties put in evidence about their intentions all the time, especially when the effect of the evidence is that they do not intend to do that which is alleged. If they put in such evidence it might be challenged, but there is nothing wrong with that.
50. As to the argument that Ms Stephens was only addressing expedition, I reject that because although opposing Amazon's application for expedition was the immediate procedural context of her statement, the conduct she was saying Page 24 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation would be unacceptable to the UPC was expedition of final RAND relief, because such relief would create a licence and hence (Amazon would say) a defence. See EAJ [10], to which I adhere. 51. For essentially the same reasons, it is wrong that the AASI Order was directed only at InterDigital's potentially interfering with expedition. That was not the relief sought or the Order made: they were to protect the ability of Amazon to seek final RAND relief, whether expedited or not.
52. The reason that InterDigital argued that the AASI Order was directed only to preventing interference with expedition was that it said that expedition has now been ordered so no AASI is needed any longer. Of course the flaw in that argument is that if the AASI were lifted InterDigital might then seek an ASI against the seeking of final RAND relief and stop it from being sought at the Final RAND Trial, whether expedited or not.

53. Overall, I conclude that InterDigital would dearly like to prevent final RAND relief being sought in the UK and that there is a very high likelihood that if not prevented by an AASI then it would seek to expand the ASI relief in Germany or the UPC (which after all would only be to revert to the position that it at one stage claimed it had already achieved). I consider that this is a “strong” possibility on any view or standard, as Mr Key argued. The effect of the AASI Order and alleged lack of clarity
54. There are a number of points about effect/lack of clarity. The first seems to me the most important but I will deal with each of them. The effect of final RAND relief 55. From the UPC’s directions order of 14 October and from the note of the hearing of 14 November, it is clear that the UPC is concerned about the effect of final RAND relief if Amazon obtains any, and in particular if it obtains an order for specific performance requiring InterDigital to give a licence with global terms, and this is one of the matters on which InterDigital says that the AASI Order should be clarified.
56. Amazon has been cooperative in making its position clear. It says that: i) ii) iii) If it succeeds at the Final RAND Trial in this Court next year (including getting specific performance) it will have a licence. It would assert such a licence as a defence in other proceedings, including in the UPC, Germany, and elsewhere. InterDigital is free to bring and continue infringement proceedings in the meantime, and after the Final RAND Trial. It says that InterDigital’s existing proceedings for infringement are not blocked by the AASI Order (I interject that this is plainly correct) and nor would any future infringement claims be (also plainly correct). Page 25 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation iv) v) InterDigital would be free to argue in Germany or the UPC (or anywhere else outside the UK) that such a licence does not in fact provide a defence, or should not be recognised, or should not be enforced, or is otherwise ineffective. The AASI does not block InterDigital from arguing this (again, I consider this is plainly correct). InterDigital is free to commence and continue its own rate-setting claims (although Amazon might, in the court(s) where they are brought, challenge them on their merits, or seek a stay of them for *lis pendens* or case management reasons, or challenge jurisdiction, just as InterDigital is doing in this action). Once again, Amazon says that the AASI does not prevent this and once again I agree that that is clearly so.
57. Amazon stated these matters in its skeleton argument for this hearing at paragraphs 13(3) and 19:
13. In large part, the arguments advanced by InterDigital are based upon misunderstandings and/or misdescriptions of the effect of the AASI. ...
- (3) The relief sought in these English proceedings would not prevent any foreign Court from (i) determining for itself whether or not to enforce the property right granted by that country or (ii) determining the effect of an English Court ordered licence if raised as a defence (including considerations of *ordre public* and the appropriate national law); nor would it prevent InterDigital from bringing any such proceedings or arguing correspondingly; and

nor would the AASI have that effect, as rightly recognised by the Court (and thus, neither InterDigital nor any third party would be exposed to sanctions for breach of the AASI as there would be no breach).

19. No amendment of the AASI Order is necessary with respect to the point raised by InterDigital in the UPC proceedings, which prompted the letters addressed at paragraphs 6(7) to (9) above [I interject – these are the points about InterDigital’s ability to argue against the effect of any licence from the UK proceedings] . However, given that (i) it appears that InterDigital may still be advancing this argument in the UPC proceedings and (ii) the UPC rightly considers that the effect of the AASI Order is a matter for this Court, Amazon does request that it is made clear in this Court’s Judgment that the AASI does not prevent InterDigital, in any foreign jurisdiction, from:
- (1) bringing substantive patent infringement proceedings in respect of any patent subject to a licence between the parties on terms determined by the English Court which is entered Page 26 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation into as a result of the grant of the Final Relief, or any part of it (the “English Court Determined Licence”); or
 - (2) contesting the effect of any such English Court Determined Licence insofar as it is relied on as a defence to any such patent infringement proceedings.
58. Thus Amazon itself seeks from me the clarification which InterDigital says is necessary; I provide it in this judgment, and although I do not think it is actually necessary to do so I am going to include wording in the Order I make (I conclude below that I will make one). It should be noted that in 19(1) above, “subject to” means “within the scope of”. It does not mean that InterDigital’s right to bring infringement proceedings is limited by any English Court Determined Licence. Its right to bring those proceedings would not be fettered by such a licence. I deal with InterDigital’s unchallenged right to bring infringement proceedings in other jurisdictions below. 59. I observe that Amazon’s position in this regard appears to be consistent with what it said at the UPC at the 14 November hearing (paragraph 50 of the note provided to me). Overlapping rate proceedings 60. 61. InterDigital raised a concern about whether the AASI Order prevented it from bringing overlapping rate-setting claims in other courts. This is another point where clarity and comity interact. InterDigital argued that it was implicit in Amazon’s position, or the attitude of this Court, that only a UK court could deal with a claim to set global RAND terms, or that it is in some way a superior court to the German court or the UPC. This is also incorrect. It was and is not Amazon’s argument, or the attitude of this Court. Since Unwired Planet the UK courts have been willing to address global (F)RAND terms, and other courts have taken or may take similar views (see below in relation to comity). But that has not involved saying that only a UK court can do it. It is a consequence of the ETSI and ITU rules and policies not containing a dispute resolution mechanism or choice of forum that the same issues about licence scope, terms and rates might be raised in more than one court in parallel. That would be much better avoided, as Arnold LJ has often pointed out, but if it happens then there are mechanisms for

seeking to address it, by lis pendens or case management stays, by one court voluntarily declining jurisdiction in favour of another, or by the operation of res judicata. It should be noted that these are all mechanisms by which a court might decide within its own procedures not to proceed with global rate setting; none is a mechanism by which one court tells another in a different jurisdiction what to do or what not to do. These are points that may to some extent be under consideration at the Jurisdiction Hearing. The list of alleged needs for clarification 62. In its GtC, InterDigital raised five bases on which it said that the AASI Order should be varied, in order to clarify that it does not [I quote from InterDigital's Page 27 High Court Approved Judgment: Meade J skeleton]: Amazon v. InterDigital AASI continuation i) ii) iii) iv) v) Apply to any steps in the Courts of England & Wales or the United Kingdom (including those already taken); Apply to any steps taken or relief sought in arbitration between the parties; Prevent InterDigital from pursuing relief ordinarily available in proceedings concerning the infringement and/or essentiality or validity of patents in the courts of the territories covered by such patents or the UPC; Prevent InterDigital from making submissions or complaints in relation to Amazon or this action to governmental or regulatory bodies; and Prevent InterDigital from proposing or seeking determination of the issues that are before the English Court in the courts of any other country, or in arbitration. 63. In addition, because of points raised in the UPC proceedings (in one instance by the UPC itself and in another by InterDigital) there was discussion about whether the AASI Order would: i) ii) Be breached by judges or other officials of the UPC (or any other court) conducting their proceedings. As I understand it the UPC raised this issue. Be breached by InterDigital's representatives making arguments or statements, or providing information in the UPC (or other courts). This point was raised by InterDigital, I am told. 64. It goes without saying that any order, but especially one for an injunction, should be as clear as possible. If the AASI Order was or is avoidably unclear then I am of course open to clarifying it. Even were I to think that it is clear but also that InterDigital has a reasonable (if misplaced) concern then I would be willing to consider including a provision "for the avoidance of doubt", although experience teaches that those often have the opposite effect. I am also happy to include clarifications if I think they will assist the UPC or the German court.

65. At the same time it is almost impossible to draft an order that has no room for doubt at the outer bounds of its scope and parties can always propose an edge case in respect of which an order is potentially unclear. It is not an excuse for an avoidably unclear order that the party affected can seek clarification from the court, but nor is it wrong to respond to unrealistic or fringe examples that that route is open. 66. In the present case, as I have said, InterDigital raised a number of areas where it was said there was a lack of clarity, both in its GtC and in a letter of 31 October

2025. It asked in relation to the five points mentioned above whether the AASI Order prevented InterDigital doing the various things listed. Amazon responded constructively in correspondence on 3 November, but in some instances all it could say was that InterDigital could take the steps listed as long as it did not Page 28 High Court Approved Judgment:

Meade J Amazon v. InterDigital AASI continuation seek an anti-suit injunction. For example, it said InterDigital could pursue arbitration generally, but not so as to breach the AASI Order. I think Amazon's approach was a fair one.

67. Amazon gave further details of its position in a letter of 12 November. In letters of 18 November and 19 November, in the run up to this hearing, it asked InterDigital to provide clarificatory wording in one specific respect (which I will cover in more detail in a moment), but although saying it would do so in good time for this hearing, InterDigital did not do so, which is disappointing and unsatisfactory.
68. The specific point was this: Amazon pointed out in that correspondence that InterDigital had raised in the UPC (in a Reply brief of 10 November 2025) the question of whether, in the event of specific performance being ordered, InterDigital could argue in the UPC (or Germany) that such a licence "would not be valid". The Reply brief also said that InterDigital was seeking clarification. In fact, neither the GtC (as Amazon pointed out) nor InterDigital's letter of 31 October had raised that as a point of lack of clarity. The point became a major one in InterDigital's arguments to me, and I have dealt with it separately above, which increases my frustration that InterDigital had not addressed it earlier. It was left to Amazon to address the point as best it could in its skeleton, which it did in the passages quoted above (paragraphs 13 and 19).
69. As I said in the course of argument, some of InterDigital's points on clarity are fair and reasonable ones but others are just attempts to make trouble where there need be none. A number of InterDigital points are problematic because of their own vague and general phrasing. I would note that a number of the points that it makes would apply with at least equal force if not greater to the ASIs which it itself obtained from the UPC and from the German court (for example about regulatory authorities) but I do not intend to go into them in detail, and this is not a criticism of the ASIs but just a point that InterDigital is applying inconsistent standards. Steps taken in these proceedings
70. Because the AASI Order refers to "any court or tribunal" it applies on its face to these very proceedings in this Court. InterDigital says that this might cut across its ability to defend the proceedings on the merits, or to contest jurisdiction. Amazon responded that that is not the case but that the AASI Order would prevent InterDigital from seeking anti-suit relief in these proceedings. InterDigital's position is unreal in its substance because Amazon has not remotely suggested that InterDigital cannot fight the case or contest jurisdiction, while Amazon's notion that InterDigital might seek an ASI in these proceedings against these proceedings themselves is equally unreal, and if it did seek it then of course it would be bound to fail. So this is angels on the head of a pin from both sides, but for good order I will amend the AASI Order to exclude these proceedings in this Court (the Patents Court in England and Wales) from its scope. Although I consider Amazon's response fanciful there was really no need for InterDigital to try to make anything of it. Page 29 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation Arbitration and regulatory authorities 71. 72. InterDigital can take whatever steps it considers appropriate in

these contexts as long as it does not use them to seek anti-suit relief. InterDigital conspicuously failed to identify anything concrete which is a problem. I will just mention that some discussion occurred about the European Commission. The Commission came up because I mentioned it, just as an example of a regulatory authority, in the course of argument. Mr Bloch later suggested that Amazon had said that the AASI Order bit on steps that might be taken by InterDigital in the Commission. Amazon absolutely did not do that. Nor did I, or do I, intend that the AASI Order should cut across the Commission's very important work. It does not do so. 73. In the extremely improbable event that this causes any difficulty, InterDigital can take advantage of the liberty to apply. InterDigital's ability to pursue relief ordinarily available in proceedings concerning the infringement and/or essentiality or validity of patents in the courts of the territories covered by such patents or the UPC;

74. This is vaguely expressed by InterDigital but to the extent it means InterDigital's ability to sue for patent infringement and claim the usual associated relief that follows (injunction, damages etc), this has never been in doubt and I covered it explicitly in the EAJ. I did not include a carve out because I decided that the injunction clearly did not cover it anyway and I thought a carve out would be more likely to cause confusion than reduce it (see EAJ at [39]-[43]). Amazon's evidence made it clear that infringement proceedings were not sought to be restrained and it has not changed that position since InterDigital began its multiple infringement claims around the world. I reiterate the position now and note that Amazon itself asked for this to be made explicit in paragraph 19 of its skeleton (see above). 75. I do not believe this point as raised by InterDigital had anything to do with whether it would be free to challenge, in the UPC or elsewhere, a licence resulting from specific performance ordered by this Court, but I have dealt with that separately above and said that I will include appropriate "for the avoidance of doubt" wording into the AASI Order. InterDigital's ability to propose or seek determination of the issues that are before the English Court in the courts of any other country, or in arbitration.
76. This is about InterDigital's ability to bring overlapping proceedings, in particular I think rate-setting proceedings or proceedings about the scope and nature of the ITU obligations, in other fora. I do not believe the AASI Order is unclear about this. In addition, I do not think this is something that the UPC has had a major concern about (the note I have seen said that the UPC expressed that there should be "reciprocity" between the UPC and the UK courts and if it meant that either can address rate-setting and neither is superior to, or can pre-
- Page 30 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation
empt, the other then I completely agree). It would also be difficult to craft a carve out for similar reasons to those that apply to arbitration/regulatory authorities: InterDigital can bring overlapping proceedings so long as they are not used to seek an anti-suit injunction. Judges of the UPC and InterDigital's representatives 77. 78. It is a basic tenet of anti-suit relief in the UK that when granted it is directed to restrain the opposing litigant and not to the foreign court itself. I recognise, however, that the AASI Order does not say in literal terms that it does not apply to judges in other courts. So I respect the UPC's having asked

about it, although I have to say that I feel a sense of sadness that another judge in another court might even think that they could be held in contempt of this Court for performing their judicial function. In any event I confirm that it is emphatically not so: there is no question of another judge being in contempt of, or even subject to, an injunction from this Court, and our case law says so very clearly, for example *Smith Kline & French v Bloch* (No 4) [1984] ECC 352 at [66]: ... There is no question whatsoever even of any thought of making an Order or even making a suggestion which beyond that would bear upon the complete authority of Courts outside this jurisdiction.

79. Thus the UK court does not have any authority over foreign judges doing their jobs, whether in the context of anti-suit relief or otherwise. 80. 81. I do not consider it necessary or desirable to make a carve out in the AASI Order for this. I think the substantive position is very clear and I would not want to give the impression that without such a carve out a foreign judge (or court staff) might be in breach. I note that the UPC and German ASIs do not contain a carve out for judges or court staff or advocates in other foreign courts. It might be said that that was not necessary because of the literal scope of the ASIs, but as I understand it both jurisdictions probably have the concept of accessory liability for breach of a court order and/or a notion of evading the spirit of an injunction. I turn to the position of InterDigital's advisers. My impression from the agreed note of the 14 November UPC hearing was that InterDigital's representatives had expressed a concern to the Court that they might be in breach of the AASI Order in making arguments to the Court, in other words that the AASI Order had or might have (it being, they said, ambiguous) a gagging effect on them that would hinder them doing their job because they had to worry about being in contempt of the AASI Order. Mr Key confirmed on instructions that this is what happened and Mr Bloch did not contradict that.
82. Happily, it seems that the UPC said that "even if there is ambiguity in the last order of the UK court, we should discuss issues openly despite the possibility of the parties violating the UK order" (this is a quote from the agreed note, not verbatim what the UPC judge(s) said). So InterDigital's advisers were, rightly, encouraged to say what they wanted and to meet their duties to their clients. Page 31 High Court Approved Judgment: *Meade J Amazon v. InterDigital AASI continuation*
83. Unlike the judges of the UPC, InterDigital and its UPC advisers had access to UK lawyers (InterDigital's UK solicitors were present at the hearing and I have no doubt helped to prepare for it) who could, and if asked would, have told them that the AASI Order did not have the effect of gagging them, even arguably, as the same line of cases referred to above makes clear. From my perspective at least, the potentially inflammatory and factually incorrect statement that the AASI Order might have that effect should not have been made, and I note that it was in InterDigital's strategic interest to paint the AASI Order in the worst possible light. If there was a genuine concern about a gagging effect then of course InterDigital's lawyers could have sought comfort from Amazon, its solicitors, or me, and it would have been immediately forthcoming. Comity

84. As I have said above, it is right to deal with this after assessing the effect of the AASI Order and any clarification that is needed.
85. Amazon says that the AASI Order, whether as properly understood or as clarified by additional wording, does not limit what can be argued in any other court or tribunal, other than that InterDigital cannot try to stop the UK court from determining final RAND relief. In other words, that all the AASI Order does is to protect this Court's jurisdiction to determine a claim of substantive legal rights that is properly, subject to the jurisdiction challenge, before it. 86. 87. I agree with this and in a way no more need be said. I have made clear, and Amazon accepts, that InterDigital can argue to the UPC or the German court that any final RAND relief in the UK is ineffective there, in all the ways set out above. InterDigital can bring and continue infringement claims. It can bring overlapping rate-setting claims if it wants. It just cannot try to prevent the UK Final RAND Trial going ahead. InterDigital argued that the final RAND relief sought is the imposition of a licence the effect of which would be extra-territorial. It is true that the geographical scope of the licence would, within the UK court's proceedings, not be limited to the UK. The main reason is that the Unwired Planet approach may lead to the determination of global (F)RAND terms, largely because every licence in this field is global, and the real issue between the parties is always global price. Other courts, in China, the US (if the parties agree) and possibly soon the UPC (the point was formally left undecided in the Panasonic v Oppo litigation but the door seems open) will also consider global terms. The effect of a UK-determined licence in other courts abroad, however, may or may not be extra-territorial, depending on the decisions of those courts where the licence is sought to be deployed. It is up to those courts as explained above.
88. The additional factor in the present case, compared with Unwired Planet, is Amazon's argument for specific performance. But given that Amazon accepts that InterDigital can argue anywhere else that a licence imposed by this Court via that route ought not to be given effect, InterDigital is just wrong to argue that the final relief "would have the effect (or the aim) of preventing the courts of each of those countries from determining for themselves whether or not to enforce the property rights granted by each of those countries". Page 32 High Court Approved Judgment: Meade J Amazon v. InterDigital AASI continuation 89. InterDigital made a number of unhelpful and I have to say provocative comments comparing the way comity applies in the context of the AASI Order and in the context of the ASIs from the UPC and German court. I would have preferred not to have to get into this comparison but dealing with InterDigital's arguments necessitates it.
90. As I have said, and at the risk of repeating myself, the AASI Order does not prevent InterDigital alleging patent infringement in the UPC or Germany or any other court. It does not prevent InterDigital from challenging in any other court the effect of any final RAND relief from this Court. It does not prevent InterDigital from starting its own rate-setting proceedings. InterDigital has not identified any substantive legal right that it is prevented by the AASI from asserting, anywhere, and there is none. The only thing it cannot do is try to prevent Amazon from getting a determination of its rights in this jurisdiction.

91. By contrast, the ASIs prevent Amazon from arguing for an interim licence, which it says it has a contractual entitlement to, a substantive legal right. The decision of the Court of Appeal in *Alcatel v Amazon* [2025] EWCA Civ 43 means that Amazon's claim to that contractual entitlement is arguable in English law. 92. I appreciate, and have said in my earlier judgments, that the UPC and the German court see the whole matter of interim licences and interim licence declarations differently, and I think also have different ways of looking at comity. That must be respected, but there is no lack of respect in pointing out the fact that what is prevented by the ASIs from being argued in the UK court is an arguable claim to a substantive legal right.
93. The UPC sees the justification for this prevention as lying in the fact that even though a UK court's declaration of what an interim licence between willing parties would be is not coercive in the sense of restraining the bringing of proceedings in the UPC, it may have a de facto deterrent effect because it characterises the patentee as unwilling. See [45] of the UPC's reasons for its ASI, which is correct in its statement that interim licence declarations are not coercive: Arnold LJ specifically spelled out in *Panasonic v Xiaomi* [2024] EWCA Civ 1143 at [97] that foreign courts are entirely free following an interim licence declaration to assess the parties' conduct and decide what relief to grant, if any. Following the Court of Appeal's decision in *Lenovo v Ericsson*
- [2025] EWCA Civ 182, for example, *Ericsson* decided to carry on with its global litigation and there was, rightly, no suggestion that it could be prevented from doing so.
94. The concern about de facto deterrent effect is not one I have to deal with for the purposes of the decision in this judgment as such, and only arises because of the comparison InterDigital sought to draw. I will however say that in the many (F)RAND cases I have experienced over the years it has been reasonably common for patentees to try to leverage in the UK a decision they have obtained abroad, often but not always in a German court (prior to the UPC's inception), that a defendant implementer is an unwilling licensee, and has been enjoined there. International litigation often leads to an event or decision in court A being perceived to put pressure on one of the parties in court B; it is just in the Page 33 High Court Approved Judgment: *Meade J Amazon v. InterDigital AASI* continuation 95. 96. nature of such conflict. It is a different and important question whether the existence of such pressure justifies court B preventing a legal right even being argued for in court A. By their ASIs the UPC and the German court have said that it does and that is an area where there is room for respectful disagreement. I have said that it is entirely up to the UPC and the German court to determine the effect in their proceedings of a decision by the UK or other court that a RAND licence should be granted (or already exists) on specified terms according to the law of the contract created by the relevant standard setting body's rules. Because of the territorial nature of patents it is common that infringement/essentiality/validity claims have to take place in more than one country, or do so. There is no reason, however, why the litigants' (F)RAND rights and obligations under contract have to be litigated repeatedly: there is after all only one contractual relationship between them, even

if there is a multiplicity of potential fora. If a foreign court finally and properly decided global (F)RAND terms between two litigants over which it had jurisdiction prior to a UK court setting out to do the same, I cannot see anything wrong with the litigant who had succeeded in the foreign court at least arguing (it might succeed or fail) that the foreign court's decision should be given effect here by res judicata or cause of action or issue estoppel. I also cannot see that the foreign court would have even arguably offended against comity in making that earlier decision. It is just what happens where there is no binding choice of forum. There is no question of either court inflicting some unjustified or arbitrary hindrance on the patentees' patent rights: contractual (F)RAND obligations are freely assumed by patentees in order to have their technology accepted into the standard as essential, in the calculation that that will make their patents much more valuable. The contractual obligations are not conventional bilateral agreements between the patentees and counterparties known and identified at the time of the patentees' essentiality declarations because the (F)RAND obligations have to be available to all implementers (at least ones who are willing licensees), to make the system work. This makes the analysis of the contractual position more complex and more debatable (in French law as it applies to the ETSI regime, for example, it works by the triangular stipulation pour autrui) but it does not detract from the fact that deciding the parties' contractual rights might best be done just once. That does not require or justify any one court appointing itself the best or most important or most powerful and the UK courts have not done that. Whether to continue the AASI 97. In the circumstances described above as a whole I conclude that there is a strong and sufficient intention/threat/likelihood of InterDigital's seeking ASI relief if not restrained. The circumstances include that there no lack of comity in continuing the AASI. The AASI is, overall, justified to protect this Court's jurisdiction over final RAND relief and on the basis of vexation or oppression, for the same reasons as given in the EAJ. Page 34 High Court Approved Judgment: Meade J DE-ESCALATION Amazon v. InterDigital AASI continuation

98. A number of recent UK decisions in the context of interim licence declarations and ASIs have referred to de-escalation, though not necessarily by reference to that exact word, and Mr Bloch addressed some brief submissions to the topic.
99. A particularly important instance is the unanimous decision of the Court of Appeal (Arnold LJ, Birss LJ, Peter Jackson LJ) in *Samsung v ZTE* [2025] EWCA Civ 1383 at [84]-[88] (in Birss LJ's judgment) that while the interim period until a final licence is ruled upon is a matter subject to courts' scrutiny (following *Huawei v ZTE* itself) declarations should be forum-neutral with a graduated response, and a simple statement about what would be a fair interim licence may well be preferable to an expression of unwillingness or bad faith.
100. Similarly, Mellor J referred to de-escalation in *Warner Bros v Nokia* [2025] EWHC 2888 (Pat) at [42] and [120] and indicated at [118] that his forthcoming decision in *Acer/Asus/Hisense v Nokia* will reflect what the Court of Appeal decided in *Samsung v ZTE* and aim to further reduce international conflict.

101. Then, in *Paramount v Nokia* [2025] EWHC 3083 (Pat) I emphasised at [6] what an exceptional remedy ASIs and AASIs must be, to be justified on the facts of any individual case, and I declined to make an AASI (to be fair, the applicant had backed off from it) or indeed any coercive order.
102. I should make clear that these general comments about de-escalation are without prejudice to the particular circumstances in *Warner Bros* and *Paramount*, both of which cases were back before me for inter partes hearings on 1 December 2025 and at which the position as to anti-anti-suit relief was resolved by contractual terms agreed between the parties, after I rejected an argument that *Nokia* should have to give undertakings to the Court, which would of course have had the same coercive effect as an injunction.
103. One can only hope – I certainly hope – that de-escalation will be a cooperative effort internationally with flexibility in all directions. I am of course aware that the UPC and the German court each have to consider Amazon’s applications to set aside the ASIs and perhaps those considerations can take place with these sentiments in mind (postscript: as mentioned above, the German court has rejected Amazon’s application, without the opportunity to consider this judgment, and I have received no submissions on whether there is any de-escalation in its decision). JUDICIAL COMMUNICATION
104. A number of features of this case make clear how desirable it would be for judges across Europe handling these SEP/FRAND cases to have a better means of communication than at present, and I hope that can be progressed in due course. This is in no way a criticism of the UPC or the German court and there are obvious potential concerns about judges in different countries communicating directly on specific cases (of course they communicate about the development of the law generally). Page 35 High Court Approved Judgment: *Meade J Amazon v. InterDigital AASI* continuation
105. I would just like to emphasise in this context for future reference that transcripts of argument from this Court are not a reliable way of identifying what judges here have reasoned, or decided. Judges often say things in argument just to test a submission, or they say something and later change their mind prior to their judgment, and so on. Transcripts of argument are not the same as authoritative minutes approved by the Court and individual statements by judges in the course of argument do not receive the same thought as orders and judgments. I mention this because e.g. according to the note I have the UPC referred to pages 90-92 of the transcript of the 30 October 2025 hearing in considering whether specific performance would have an anti-suit effect. The UPC queried why I referred to an English jurisdiction clause, and the reason is simply that I was putting to Mr Bloch a hypothetical example; I am sure Mr Bloch realised this at the time but I did not spell it out.
106. This is not to say that the UPC or any other foreign court is not entitled to see such transcripts. Of course they are; the hearings are public, and in the present case Judge Tochtermann in his 14 October 2025 directions Order required Amazon to file “minutes” of the UK proceedings, which perhaps led to some lack of clarity over the status of the

transcript. Transcripts may also be relevant to see what a party said or admitted, or the position it took. This indication is just intended to help to understand the weight that can be put on what a judge said in argument in this Court.

CONCLUSION

107. I will continue the AASI in modified form, the points where additional wording is appropriate being indicated above. The modifications, whose exact terms I will ask Counsel to agree, are essentially just for clarification. In substance I agree with Amazon that the AASI Order is justified in the light of InterDigital's position and conduct, and must be continued. For the avoidance of doubt, it continues in its existing form until the modifications are agreed and approved by me. Page 36

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