

Press Summary

Samsung v. ZTE

Neutral Citation Number: [2026] EWHC 999 (Pat)

Friday 01 May 2026

Note: This summary is provided to assist in understanding the decision of the Court. It does not form part of the decision or the reasons for the decision. The only authoritative document is the full judgment of the Court, which will be published on the National Archives (<https://caselaw.nationalarchives.gov.uk/>).

References in square brackets are to paragraphs in the judgment.

Decision

1. Mr Justice Meade has today handed down judgment following a trial to consider the terms of a global, FRAND portfolio cross-licence (the “**Court-Determined Licence**”) between the Claimants (“**Samsung**”) and the Defendants (“**ZTE**”).
2. Mr Justice Meade held that the FRAND lump sum balancing payment for a Court-Determined Licence ought to be US\$392m. He has handed down a redacted version of the judgment for the public and the National Archives, and an unredacted and confidential version of the judgment for the parties only. This is because the judgment relies on commercially confidential information of Samsung, ZTE, and of third parties.

Background

3. The parties made a previous licence agreement in 2021 but have been unable to agree the terms of a renewal, although they agree there should be one. The key dispute has been the price of the new licence, which the parties agree should be stated as a lump sum. There was also a dispute about some of the non-royalty terms in the renewal.
4. The parties’ inability to agree a renewal has led to widespread litigation, as summarised at [66]-[81].

The parties’ positions

5. Both parties’ valuation cases were based on comparables, while ZTE also relied on a top-down methodology as a cross-check.
6. Samsung’s primary position was that the most appropriate comparables to use in this case were to ZTE’s own portfolio. Samsung relied on the parties’ 2021 agreement and alternatively on a licence agreement between ZTE and Apple. ZTE said that both those agreements were seriously affected by ZTE having to negotiate them under the effects of sanctions by the USA.

7. ZTE's valuation case relied for comparables on three licences that Samsung concluded with other counterparties, referred to collectively as the "ENI" licences. Those are licences in which Samsung was the net licensee, so the key portfolios were those of the other counterparties, not ZTE.
8. Samsung said that the ENI licences were not useful as comparables because the counterparties had different and much stronger portfolios than ZTE's with numerous "litigation grade" patents, and were the toughest and most experienced licensors and litigators.
9. Samsung also argued that if reliance were to be placed on Samsung licences, then the better comparables would be a group of licences with four other counterparties.
10. Samsung's position as to what would constitute a FRAND lump sum royalty was not more than \$200m, including any allowances for non-FRAND factors. ZTE's position was \$731m.

Reasons for the decision

11. Mr Justice Meade concluded that the ENI licences are not usable as comparables but that the 2021 agreement PLA and 2020 agreement with Apple *prima facie* were good comparables and the best place to start. However, he largely accepted ZTE's arguments that they were severely affected by non-FRAND factors. As between them, the agreement with Apple was more useful.
12. The Judge adjusted for the non-FRAND factors in relation to ZTE having to give a first-licence discount, under-recovering for its 5G portfolio, and having effectively to discount past sales heavily.
13. Mr Justice Meade resolved two issues on the meaning of the 2021 agreement in favour of Samsung and calculated the lump sum payable accordingly. He rejected ZTE's top-down cross check as unreliable.
14. On non-royalty terms, Mr Justice Meade concluded that the terms for which Samsung argued (which included various non-cellular patents and products) was one FRAND structure, and the only one before the Court.
15. Mr Justice Meade has decided what FRAND terms, including price, would be. Samsung has undertaken to take a licence on those terms, but the judgment does not require ZTE to enter into a FRAND licence and it has not undertaken to do so. It has brought its own claim in China to determine FRAND terms.

Form of Order

16. There is to be a hearing where the Judge will hear from the parties as to the form of order and as to the issues over confidentiality and redaction.
17. The Judge has directed that time for seeking permission to appeal will not start to run until that form of order hearing.