ORIGINAL

In the Matter Of:

NOKIA OF AMERICA CORPORATION vs ALEXANDER SOTO AND WALTER SOTO

Teleconference Hearing

August 23, 2023

Job No. 11276 (Hearing - Proceedings)

Express Deposition Services

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1 UNITED STATES PATENT AND TRADEMARK OFFICE
2 BEFORE THE PATENT TRIAL AND APPEAL BOARD
3 ---oOo---
4 NOKIA OF AMERICA CORPORATION,
5 Petitioner,
6
7 vs.
8
9 ALEXANDER SOTO AND WALTER SOTO,
10 Patent Owners
11 _____
12 Case IPF2023-00960
13 U.S. Patent No. 8,238,754
14 ---oOo---
15 AUGUST 23, 2023
16 TELECONFERENCE HEARING
17 ---oOo--
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25 REPORTED BY: DINA THOMPSON, CSR, CRR, RPR
Certified Shorthand Reporter License Number 9693
26
27 JOB NO.: 11276
28

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1 AUGUST 23, 2023 MORNING SESSION
2 P R O C E E D I N G S
3 ---oOo---
4 THE BOARD: This is Judge Trock. Joining me on the
5 call is Judge Boucher. This is the matter IPR2023-00960
6 Nokia of America versus Alexander Soto.
7 Why don't we go ahead and get appearances. Let's
8 start with Petitioner.
9 MR. STEVENS: Good afternoon. On behalf of
10 Petitioner, this is Scott Stevens and Karlee Wroblewski from
11 Alston & Bird.
12 MR. TONG: On behalf of Patent Owners, this is Peter
13 Tong from Russ August & Kabat along with Irene Lee making a
14 special appearance on behalf of the Patent Owners.
15 THE BOARD: Thank you, Counsel. I understand we have
16 a court reporter; is that correct?
17 CERTIFIED SHORTHAND REPORTER: Yes. This is Dina
18 Thompson. My license number is 9693.
19 THE BOARD: All right. Thank you. I would just ask
20 counsel when the call is concluded that we get a transcript
21 of the call filed into the record.
22 So why don't we get started here. I believe we've
23 got a motion to dismiss or to vacate the filing date which
24 was filed by Patent Owner as well as email correspondence
25 from the parties regarding service of the petition.
26 So Patent Owner, why don't you go ahead and explain
27 to us what's going on here.
28 MR. TONG: Yes. Peter Tong for Patent Owner. I

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1 would like to give the Board an updated statement of facts.
2 Just yesterday afternoon, Nokia finally gave us the tracking
3 information for the original package that they mailed, so
4 this allowed us to do a little bit more investigation.
5 So the facts are as follows: Nokia filed a petition
6 on June 30th, 2023, and that petition included the
7 certificate of service by UPS Next Day Air. We were able to
8 look up the UPS records for the tracking number, which was
9 1ZW 4714 X584 7622 433, and the UPS website showed that as
10 of 11:01 a.m. on July 1st, 2023, there was an indication
11 that the street number wasn't correct. And as of 8/21 p.m.
12 that same day on July 1st, the UPS records show that the
13 package was being returned to sender. A new tracking number
14 was assigned for the return package. It was 1ZW 4744 X124
15 7622 439. And the UPS records show that this package was
16 indeed returned back to the sender on July 7th, 2023. So
17 Nokia, at least by July 7th, either knew of or should have
18 known that it had service issues with its provisional
19 delivery. It's quite possible that given the UPS practice
20 of updating its tracking information in substantially
21 realtime, that Nokia actually new as early as July 1st. But
22 by any standard, Nokia had the package back by July 7th. So
23 this contradicts Nokia's email to the Board asserting that
24 Nokia did not become aware of this issue until July 17th.
25 But in the meantime on July 10th, the USPTO issued
26 its notice of filing date accorded, which is Paper 3, and
27 this notice appeared to rely on the June 30th, 2023 filing
28 date in view of Nokia's certificate of service in the

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1 petition. So from here, the email chain in Exhibit 2002
2 tells the rest of the story, which is on July 18th Russ
3 August first raised a service issue by emailing Nokia's
4 counsel. Now, we wanted to give Nokia sufficient time to
5 cure any issues and to be fair to everyone. On July 19th,
6 we informed Nokia that the Soto Brothers still had not
7 received delivery of the petition and exhibits, and we asked
8 Nokia to promptly notify the Board so that the filing date
9 and deadlines could be vacated. This was an urgent request
10 because the notice of filing date accorded assumed
11 successful service and keyed the deadlines off of the June
12 30th date, which meant that our mandatory notices are due in
13 two days on July 21st. But to our surprise, Nokia refused
14 to do so and did not comply with its duty of candor.
15 Instead, Nokia wrote back refusing to notify the Board that
16 its certificate of service was incorrect, and Nokia instead
17 made a second attempt to mail a package to the same address
18 of record. And this time it was successful, so the Soto
19 Brothers finally received Nokia's mailing of a copy of the
20 petition and exhibits on July 20th, 2023.
21 But what the second successful attempt at delivery
22 shows is that there was nothing wrong with the address of
23 record or any -- and there's no inability to receive
24 deliveries there. But given Nokia's refusal to update the
25 Board, we had to file our motion to dismiss for lack of
26 service on July 21st, and that's what brings us before the
27 Board.
28 But there's one other date that the Board should be

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1 aware of, and that's the Patent Owners sued Nokia in
2 District Court on August 9th of last year. And Nokia was
3 served with a copy of the District Court Complaint on August
4 12th, 2022. This means that when Russ August first notified
5 Nokia about the issue on July 18th, Nokia had about three
6 weeks to fix its service problem before the one-year bar
7 kicked in. If you count from July 7th, which is the date
8 that Nokia's package was returned back to Nokia, Nokia had
9 both a whole month to fix the service problem. But during
10 all this time, Nokia did not move to vacate its initial
11 filing, and Nokia did not re-file its petition simultaneous
12 with service. Nokia still hasn't done so, and as far as we
13 can tell, it's for the reason that they wrote on July 19th,
14 which is that Nokia does not want to vacate its original
15 filing date.
16 So as we stand today, Patent Owners' position is that
17 Nokia has still failed to properly serve the Patent Owners
18 for two reasons. The first attempt was unsuccessful due to
19 a failed delivery. The package was returned to sender. We
20 don't know why it failed, but regardless, it did not meet
21 the service requirement of 37 CFR section 42.105(a), as we
22 explained in our motion, because a copy of the petition was
23 never sent to the Patent Owners. And Nokia's second attempt
24 at mailing to the same address of record did result in a
25 successful delivery, but it was not simultaneous with a
26 filing per 37 CFR 42.6(e)(2). That petition was mailed with
27 exhibits on July 18th, hand-delivered on July 20th, which is
28 about three weeks later than the original June 30th filing

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1 date, and it cannot be said to be simultaneous.
2 What Nokia should have done at some point is it
3 should have re-filed its petition in this case or perhaps
4 even filed a new petition and simultaneously served that
5 with its filing. That way Nokia should have reset its
6 dates. But Nokia refuses to do so even though our motion to
7 dismiss spells out the specific problem. Nokia had about
8 three to four weeks before the one-year bar, but, for
9 whatever reason, Nokia just hasn't done so. So as of today,
10 there has not been successful service, and we ask the Board
11 to vacate the filing date for these reasons.
12 We expect that Nokia may say one of three things in
13 rebuttal. It may argue that Russ August received an email
14 to access the petition and exhibits, but this does not
15 qualify as service under any statute, and Russ August is not
16 authorized to electronically accept or otherwise waive
17 service on behalf of the Patent Owners.
18 Nokia might try and argue that it is somehow
19 blameless for the first delivery failure, but it's the
20 Petitioner's burden to serve the Patent Owners per statute
21 to give fair notice. Any blame or innocence is irrelevant
22 under all the statutes. And Nokia might argue that it would
23 now suffer from a delayed filing date, but that problem
24 would be entirely caused by Nokia's refusal to re-file its
25 petition and get a new date, even after we called out this
26 problem in our motion to dismiss and even though Nokia had
27 weeks to do so before the one-year bar kicked in.
28 So in conclusion, the Patent Owners have yet to be

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1 properly served. This started with their refusal to notify
2 the Board about its failed service, and it continues today
3 with Petitioner's refusal to re-file its petition. And for
4 these reasons, the filing date should be vacated, and I'm
5 happy to take any questions.
6 THE BOARD: This is Judge Trock. Just so I
7 understand, as of July 20th, 2023, your client has received
8 the petition; is that correct?
9 MR. TONG: Yes. On July 20th, they received a copy
10 of the petition and exhibits at their mailbox.
11 THE BOARD: Okay. All right. Petitioner, what's
12 your response?
13 MR. STEVENS: Yes. This is Scott Stevens from Alston
14 & Bird on behalf of Petitioner. Let me go through some of
15 the facts again. Some of what you just heard is, of course,
16 100 percent correct, but some of it I don't think is 100
17 percent correct.
18 So let's start at the beginning. So on June 30th, we
19 did file the petition, and we attempted to serve the
20 petition and deposited it with UPS under their Next Day Air
21 service. The address on that was properly filled out. At
22 this point in time, I don't hear any argument, and I think
23 we all agree that what Alston & Bird did to deposit, the box
24 with UPS had the correct address. There was nothing at all
25 wrong. It had the ZIP code. It had the right street
26 number, at least the street number that corresponded with
27 that and the USPTO record. I want to be a hundred percent
28 clear on that. The address that was used in the first

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1 attempt was exactly the same as the address of record, and
2 it was the exact same address that was used in the second
3 attempt, which was successful. We have no specific reason
4 to know why UPS failed to find the street number the first
5 time around.
6 For what it's worth, we do have the physical box and
7 the receipt, so we can see the box, see the exact address on
8 the box, and we have the UPS receipt records. All those
9 show that the address was correct, the ZIP code was correct.
10 THE BOARD: Let me interrupt. This is Judge Trock.
11 Let me interrupt you for a second, so I get the facts right
12 here. So you're telling the Board that the address you used
13 in the first attempt was identical to the address used in
14 the second; is that correct?
15 MR. STEVENS: That is correct. To be clear, on the
16 second attempt, we sent it to three different addresses,
17 each of which were successful, but it did -- there was a
18 perfect match from the first, for whatever reason, failed
19 attempt and the second attempt that was successful, a
20 perfect match.
21 THE BOARD: Okay. And then the address that you used
22 was identical to the one in the PTO records; is that
23 correct?
24 MR. STEVENS: That is correct, a hundred percent
25 identical.
26 THE BOARD: Okay. So then what do you ascribe to the
27 failure of service then at large we're talking about?
28 MR. STEVENS: In other words, are you asking why UPS

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1 didn't physically deliver the package?
2 THE BOARD: Well, right. I mean, if the address is
3 identical and the same as the PTO records, what is your
4 understanding as to what occurred as to why the Patent Owner
5 didn't receive this package, the Petitioner?
6 MR. STEVENS: I don't have an understanding of that.
7 UPS did indicate that it was unable to find or that the
8 street number didn't match something in its system.
9 Obviously, when they tried it the second time, there was no
10 problem. So beyond that, I don't have further insight as to
11 what the issue was with UPS, whether they attempted and were
12 turned away or whether the UPS truck driver couldn't find
13 it. I cannot tell you nor can I speculate as to what
14 happened on that end.
15 THE BOARD: Okay. Go ahead. Thanks.
16 MR. STEVENS: Yes, absolutely. Additionally, on that
17 same day, we provided a courtesy copy of the petition along
18 with all accompanying documents to the Russ August law firm.
19 We did that via an FTP site so that they could have
20 everything in the petition. Our internal records show that
21 it was accessed twice on July 5th, once at 11:36 a.m. and
22 once at 8:13 p.m. Eastern Time on that day. So somebody
23 twice -- the only person this was sent to was Russ August.
24 Twice on July 5th the entire petition and accompanying
25 documents were downloaded. I note in Russ August's brief
26 that they suggest that their firm made the decision to
27 intentionally not submit it to the client. Despite the fact
28 that they could have, its looks like there's an attempt here

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1 to bury their head in the sand and not share that
2 information with the client.
3 One thing that Russ August has not said either on the
4 phone call today or in their brief is, did they tell their
5 client that it happened and did the client have actual
6 notice at the time that there was an IPR on the record? My
7 intuition tells me that they knew. But at any rate, on
8 July 1st, UPS attempted to deliver at the location. And for
9 whatever reason, they were unable to do that. It was
10 returned to Alston & Bird about a week later. It sat on the
11 desk of somebody who just so happened to have had a vacation
12 planned for the week after July 4th, so we did not know
13 about it until July 17th. At that point in time -- let me
14 keep the timeline going here. On July 10th, the Board did
15 accord a filing date to the petition and notified the Patent
16 Owner both via email and via letter to the exact same
17 address that we had sent the petition to. We have no reason
18 to think the Patent Owner did not receive the Board's
19 accordation of filing date both by email and by a letter on
20 July 10th.
21 On July 19th, we re-effected service by sending it to
22 three different locations, the same address that we had
23 tried before as well as two other known addresses for
24 Mr. Soto. Our understanding was that all three of those
25 packages were successfully delivered on July 20th. We since
26 followed up several times with the Russ August firm on
27 behalf of their client to confirm that they did in fact
28 receive the entire package from us on July 20th. That

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1 doesn't mean they didn't receive it in other ways earlier,
2 but Russ August has confirmed to us in writing that there's
3 no question that the packages were received by the Patent
4 Owner no later than July 20th.
5 So as a result of that, it can't be disputed that the
6 actual statutory section has been met here. 35 USC
7 312(a)(5) has been met. That section requires the
8 Petitioner provide copies of any of the documents required
9 under these paragraphs to the Patent Owner or, if
10 applicable, the designated representative of the Patent
11 Owner. We have actually provided these documents both to
12 the Patent Owner and to the designated representative of the
13 Patent Owner, so the statute here has been met. I don't
14 understand there to be any dispute that the statute itself
15 has been met.
16 Of course, on July 20th, Russ August filed a limited
17 power of attorney. They go out of their way to state that
18 they're not allowed to accept service. Respectfully, we
19 think this is, once again, an example of just an attempt to
20 bury one's head in the sand and not acknowledge the fact
21 that everyone has had these documents and everyone has had
22 notice since the very beginning.
23 So to summarize, 35 USC 312(a)(5) has been met.
24 Counsel for the Patent Owner, Russ August, has attested to
25 the fact that the documents have actually been received. 37
26 CFR 42.105 has been met. Service was made. We correctly
27 designated the recipient and deposited it in the mailbox, if
28 you will, gave it to UPS on June 30th, and it was again

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1 completed on July 19th and we did the same thing and
2 received on the following day.
3 In looking back at different PTAB papers regarding
4 this issue, there's a further analysis of whether there's
5 been any prejudice. I didn't notice in the paper that's
6 been filed any suggestion of prejudice, nor did I hear on
7 the comments earlier on this call any suggestion of actual
8 prejudice, but I want to go through that to show that
9 there's not been. There's no question that both the Patent
10 Owner themselves as well as Russ August has received the
11 notice of filing date being accorded. There's no question
12 here that Russ August received the petition, had access to
13 it the day it was filed, and actually downloaded it on July
14 5th. There's no question the Patent Owners themselves had
15 it absolutely no later than July 20th, likely earlier and
16 likely had notice of it earlier. This should weigh strongly
17 against any prejudice given that there's been an attempt
18 here to not share it with the client by Russ August and
19 intentionally not giving the petition to their client the
20 Patent Owner.
21 One of the things that's been looked at in some of
22 these prior cases is, has there been any denial of access to
23 evidence? Has any evidence been restricted? That's not at
24 all alleged here. Everything here is public. And they have
25 everything that we have.
26 Moreover, the office has a couple times cited the
27 Henderson v. U.S. case, which is a Supreme Court case from
28 the '90s, which basically talks about the purpose of

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1 service. And it says, quote -- well, it says that service
2 should be, quote, in a manner and in a time that affords the
3 defendant a fair opportunity to answer the Complaint and
4 present defenses and objections, end quote. Here, both the
5 patent office and Russ August had plenty of fair opportunity
6 to draft a POPR if they want to do so, and obviously in this
7 institution they will have far beyond six months' notice and
8 plenty of opportunity to present any objections to our
9 evidence and present their defenses and positions and the
10 Patent Owner response. So we don't believe there could
11 possibly be any showing of prejudice here.
12 So with that, we would ask the Board to deny their
13 motion and continue forward with this petition.
14 THE BOARD: So let me just ask you, Petitioner, your
15 first attempt at service was on July 1st; is that correct?
16 MR. STEVENS: We gave it to UPS on June 30th. Our
17 understanding was they attempted to serve on July 1st.
18 THE BOARD: Okay. Thank you. Patent Owner, I
19 believe we have agreement here between the parties that at
20 least as of July 20th, 2023, that the Patent Owner had
21 received the petition. If that's the case -- sorry. I'm
22 not quite done. If that's the case that we have agreement
23 that at least as of July 20th, 2023 the Patent Owner has
24 received the petition, Petitioner, I would like to get your
25 response to the part of the proposal in the motion that the
26 filing date be vacated. What are your thoughts with respect
27 to vacating that or changing it to July 20th, 2023? Would
28 that cause any kind of problem for Petitioner?

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1 Insurmountable problem?
2 MR. STEVENS: So I don't think that would cause any
3 problem. The one-year bar date isn't until August, and so
4 that would not cause any practical problem. I will tell you
5 that I don't think it's necessary here. We complied with
6 the statute a hundred percent. Even the statute does not
7 have any simultaneous or any particular time. So we don't
8 think that there would be a just cause for vacating it, but
9 it does not cause any practical concern if the office were
10 to re-assert the filing date of July 20th.
11 THE BOARD: Three weeks later I take it than the
12 current filing date that's been accorded; is that right?
13 MR. STEVENS: Correct. That would move -- correct.
14 That would move the filing date from June 30th to July 20th.
15 THE BOARD: Okay. Then let me ask Patent Owner the
16 same question. Patent Owner, if the Board vacated the
17 filing date that's currently on record and accorded a new
18 date of July 20th, 2023, would that be acceptable to the
19 Patent Owner?
20 MR. TONG: The Patent Owner does not believe that
21 that complies with the statutes, specifically 37 CFR 42.105,
22 which incorporates the requirements of section 42.6. And
23 under 42.6, subsection (e), there is a simultaneous with
24 filing requirement. We're unaware that the Patent Owner or
25 that the Petitioner has the ability to arbitrarily shift the
26 filing date backwards without actually filing something.
27 And we don't know at this point how that shifts all the
28 other dates around, but I would also like to address a few

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1 of the issues that Petitioner raised.
2 THE BOARD: Okay. I would just like counsel -- this
3 is Judge Trock again. I would just like you to answer my
4 question. Is that or is that not an acceptable solution to
5 the situation for the Patent Owner?
6 MR. TONG: That would not be a preferred resolution,
7 but it would be alternative relief that we are seeking.
8 THE BOARD: My question is whether or not it's
9 acceptable. I understand it may not be your preferred
10 resolution, but I'm asking you whether or not it would be
11 acceptable to the Patent Owner?
12 MR. TONG: We would accept it if we could preserve
13 our arguments that it was not simultaneous.
14 THE BOARD: Okay. Petitioner, do you have anything
15 else you would like to add?
16 MR. STEVENS: Again, I just want to be a hundred
17 percent clear here that we made a good faith effort to
18 effect service on June 30th. That seems to be consistent
19 with the past issues here. But to your Honor's point, there
20 is no, you know, it is not going to cause a Bardy issue, if
21 you were, to shift the filing date to July 20th.
22 THE BOARD: Patent Owner, let's talk about your
23 position for a second here. I take it that your preferred
24 resolution is not to accord the filing date of July 20th,
25 2023 when your client apparently received the petition.
26 What other relief are you looking for other than that?
27 MR. TONG: We are looking for full compliance with
28 the statute, which is that they should have actually

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1 re-filed a petition either in this case or in another case
2 and served a re-filed petition. So the full relief that
3 we're looking for is just vacating the filing date and
4 requiring Nokia to re-file its petition either in this case
5 or in another case. Obviously, it's a little late now, but
6 Nokia had an entire month to do so basically from when they
7 first learned on July 7th.
8 THE BOARD: Okay. Now, what would this accomplish?
9 MR. TONG: So --
10 THE BOARD: My understanding of what you're telling
11 me is that your client has the petition, has had the
12 petition as of July 20th, 2023. So you're asking for us
13 to -- some kind of relief which is going to be what you call
14 full compliance with the statute. What is that going to
15 accomplish which is anything different than where we're at
16 right now?
17 MR. TONG: The effect is that the petition would be
18 dismissed.
19 THE BOARD: Okay. What's that going to accomplish?
20 How is that going to move along this case?
21 MR. TONG: Well, the petition is effectively going to
22 be denied. The patent is going to be litigated in District
23 Court, and that's where the Patent Owners will have their
24 full day in court, and all the arguments will be heard
25 there.
26 THE BOARD: How would you be prejudiced if we simply
27 accorded the filing date of July 20th, 2023?
28 MR. TONG: That would cure all of the prejudice that

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1 has been suffered so far, which is that we did not have the
2 full statutory time to respond and file mandatory notices
3 and the Patent Owner preliminary response. So those
4 deadlines and the lack of fact review, that would be cured,
5 your Honor.
6 THE BOARD: Okay. So if we do that then, what I'm
7 hearing is that you would say there would be no prejudice;
8 is that correct?
9 MR. TONG: Yeah, generally, there would be no
10 prejudice. If the Board is inclined to go this route, then
11 we would ask the Board for a couple of extra days just due
12 to the time that we, as counsel, had to spend investigating
13 the delivery issues and filing this motion and just get
14 those dates back as well.
15 THE BOARD: Okay. Petitioner, do you have anything
16 else to add?
17 MR. STEVENS: Just to make sure that we're all using
18 precise language on the call, the Patent Owner has now twice
19 talked about statutory deadlines. The statute is the U.S.
20 Code that's Title 35 312, and there can be no dispute that
21 we have satisfied the statute. Everything else they point
22 to is a rules-based question that this Board has, of course,
23 the discretion to adjudicate or to waive any circumstance.
24 But it is clear I think from the comments of the Patent
25 Owner that there can't be any possible prejudice if what the
26 Board decides to do is just to accord a July 20th filing
27 date.
28 THE BOARD: Patent Owner, do you have anything

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1 further?
2 MR. TONG: Nothing further at this time, your Honor.
3 THE BOARD: All right. Why don't you all hold on
4 while I confer with my colleagues here.
5 (Brief pause in proceedings.)
6 THE BOARD: Okay. Counsel, this is Judge Trock
7 again. I also wanted for the record to indicate that Judge
8 Bui is also on the call in addition to Judge Boucher. So
9 what we're going to do here is take this under advisement,
10 and we will issue a decision in due course. Also, counsel
11 for Patent Owner I believe asked for the court reporter.
12 Please make sure that the court reporter is to file the
13 transcript of the call in the record.
14 So if we have nothing further from Patent Owner or
15 Petitioner, we'll be adjourned and you can look for our
16 decision in due course.
17 MR. STEVENS: This is Scott Stevens for the
18 Petitioner. I did have one question if you don't mind.
19 THE BOARD: That's fine. Go ahead.
20 MR. STEVENS: Yeah. So there is a pending and filed
21 motion. We understand that you're taking it under
22 advisement. I just want to make sure, just so that I don't
23 miss it, that you do not expect us to respond in writing to
24 the motion?
25 THE BOARD: That's correct. If we do, that will be
26 as part of our order.
27 MR. STEVENS: Understood. Okay.
28 THE BOARD: Depending on how the decision goes, if we

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1 want you to respond to the motion, we'll give you a schedule
2 on that.
3 Petitioner, do you have something? I'm sorry, Patent
4 Owner?
5 MR. TONG: Yes. This is Peter Tong for Patent Owner.
6 Your Honor, I just wanted to point out that we are currently
7 more than three weeks past July 20th. So even if that were
8 set as a filing date, mandatory notices would have been due
9 some days ago. So should the Board be inclined to move in
10 that direction, the Board should further consider adjusting
11 subsequent deadlines to basically account for all of these
12 delays.
13 THE BOARD: That's a good point. We will take a look
14 at that. If we do decide to move the accorded filing date
15 to July 20th, 2023, we understand that we're now August
16 23rd, and we'll adjust the schedule accordingly to cover any
17 lost time that might prejudice either of the parties.
18 MR. TONG: Thank you, your Honor.
19 THE BOARD: Anything further from Petitioner?
20 MR. STEVENS: Nothing from Petitioner. Thank you,
21 your Honor.
22 THE BOARD: Anything further from Patent Owner?
23 MR. TONG: Nothing from Patent Owner, your Honor.
24 THE BOARD: All right. Thank you for your time.
25 We're adjourned.
26 (Proceedings concluded.)
27 ---oOo---
28

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1 STATE OF CALIFORNIA)
2) ss.
3 COUNTY OF SOLANO)
4
5
6 I, DINA THOMPSON, do hereby certify:
7 That I am a Certified Shorthand Reporter of the State
8 of California; that I was duly appointed shorthand reporter
9 by the above-named Court in the foregoing entitled Court and
10 cause;
11 That on the 23rd day of August, 2023, I fully, truly
12 and correctly took down in shorthand writing all of the
13 proceedings had and all of the testimony given in said Court
14 and cause at the hearing in said matter;
15 That I thereafter fully, truly and correctly
16 transcribed the same into typewriting; that the foregoing
17 pages 1 through 21 is a full, true and correct transcript of
18 my shorthand notes taken at said hearing and at the time and
19 place therein named.
20 IN WITNESS WHEREOF, I have hereunto set my hand this
21 25th day of August, 2023.
22
23
24
25 Dina Thompson
26 DINA THOMPSON, CSR NO. 9693
27
28

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