UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD
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JUMIO CORP.,

Petitioner,

-V-

FACETEC, INC.,

Patent Owner.

IPR2025-00106 (Patent 10,776,471 B2)
IPR2025-00107 (Patent 11,157,606 B2)
IPR2025-00108 (Patent 11,693,938 B2)
IPR2025-00109 (Patent 11,874,910 B2)
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DATE: September 18, 2025

TIME: 3:00 p.m. EST

CONFERENCE CALL PROCEEDINGS held before Judge Garth D. Baer, Judge Nabeel U. Khan, and Judge Bach V. Hoang, via telephonic meeting, at the above-mentioned date and time, reported stenographically by MARINA DUBSON, a Notary Public of the State of New York.

1 APPEARANCES:

2

3 THE PANEL:

4 JUDGE GARTH D. BAER

5 JUDGE NABEEL U. KHAN

6 JUDGE BACH V. HOANG

7

8 FOR THE PETITIONERS:

9 MORRISON & FOERSTER LLP
707 Wilshire Boulevard
10 Los Angeles, California 90017-3543
(213) 892-5200
11 BY: JEAN NGUYEN, Ph.D., ESQ.
Jnguyen@mofo.com
12
ALEX S. YAP, ESQ.
13 Ayap@mofo.com

14 MEHRAN ARJOMAND, ESQ.
Marjomand@mofo.com
15

16
FOR THE PATENT OWNER:
17
FINNEGAN, HENDERSON, FARABOW,
18 GARRETT, & DUNNER LLP
271 17th Street, NW, Suite 1400
19 Atlanta, Georgia 30363-6209
(404) 653-6400
20 BY: JASON E. STACH, ESQ.
Jason.stach@finnegan.com
21
CASSANDRA OFFICER, ESQ.
22 Kassandra.officer@finnegan.com

23

24 ALSO PRESENT:

25 AMANDA BRADLEY, ESQ. - Jumio Corp.

JUDGE BAER: This is Judge Baer with the Patent Trial and Appeal Board. Also on the line are my colleagues Hoang and Khan.

This is conference call in reference to IPRs 2025-106, 107, 108, 109, between Petitioner Jumio and Patent Owner FaceTec.

We're here to address Patent Owner's request for additional discovery.

First of all, who do we have on the line for Petitioner Jumio?

MS. NGUYEN: Hi. Good morning -- or afternoon, Your Honor. This is Jean Nguyen of Morrison & Foerster. With me are my colleagues Alex Yap and Mehran Arjoman. And I believe our client Amanda Bradley is also on the line.

JUDGE BAER: Great. Thank you.

And who do we have for Patent Owner?

MR. STACH: Hello, Your Honor. This is Jason Stach for Defendant

FaceTec. With me on the line as well is Cassandra Officer.

JUDGE BAER: Thank you, Mr. Stach.

MR. STACH: And, Your Honor --

JUDGE BAER: Go ahead.

MR. STACH: We did request a court reporter. I do not know if she is on the line.

THE REPORTER: Yes, I'm on the line.

MR. STACH: Thank you.

JUDGE BAER: All right. So we do have a court reporter.

(Whereupon, an off-the-record discussion was held.)

JUDGE BAER: We'll start with Patent Owner, Mr. Stach. I understand you're requesting additional discovery.

First of all, just to clarify, it seems like, having reviewed the correspondence, that the indemnification agreement, the partner agreements, that there was a

1 dispute around, those redactions have
2 been resolved. Am I correct about
3 that?
4 MR. STACH: Yes, Your Honor.
5 JUDGE BAER: Okay. Mr. Stach,
6 that brings us to the payment
7 information.
8 Why don't you start and tell us
9 what it is you're seeking.
10 MR. STACH: Thank you, Your
11 Honor. May it please the Board.
12 The payment information, we had
13 asked Jumio to provide that payment
14 information based on the guidance the
15 Board provided in the August 5th
16 call. And they had essentially said
17 that there have been no payments
18 under the indemnification agreement.
19 However, they're -- in a parallel
20 litigation in California between
21 Jumio and FaceTec, there was a motion
22 to intervene filed by IProov, who was
23 the indemnifier of Jumio. And there
24 were -- one of the arguments there
25 was that IProov said we are

1 indemnifying Jumio. And so we should
2 be allowed to intervene.
3 And the district court judge
4 made a specific finding -- this is in
5 the record at Exhibit 2010 in each of
6 these proceedings. She said IProov
7 has an economic interest in the
8 litigation because it -- and this is
9 the significant part -- it says it
10 has indemnified Jumio. And so she
11 made this factual finding -- that's
12 on page 4 of Exhibit 2010, that there
13 has been an indemnification that has
14 occurred here.
15 And so when we heard from Jumio
16 that there have been no payments, we
17 started to follow up and asked, well,
18 maybe is it not a direct payment
19 under the indemnity? Maybe there
20 were forgiveness of debt? Maybe
21 there were some prepayments that have
22 been refunded or -- you know, we're
23 trying to reconcile these two
24 positions of the district court
25 finding; there has been

1 indemnification and it claims, now,
2 for Jumio, that there has been no
3 indemnification.
4 And as we asked those
5 questions, we received similar
6 answers, and eventually, as you
7 probably saw in the correspondence --
8 it sounds like you looked at them --
9 they essentially said we won't
10 continue this deposition via e-mail.
11 If you want to talk more about it,
12 please approach the Board.
13 So that's what we're doing
14 here. We're really just trying to
15 figure out has Jumio complied, or is
16 it parsing the language of what the
17 Board's guidance was back on
18 August 5th in a way that they're
19 trying to not disclose
20 indemnification payments or
21 consideration that was exchanged? I
22 guess we're just trying to get to the
23 bottom of now, because it seems very
24 clear to me that was what has already
25 been argued and found in the district

1 court.
2 JUDGE BAER: Okay. So if you
3 could just, again, Mr. Stach,
4 articulate exactly what payment that
5 you are asking about that hasn't
6 already been answered.
7 MR. STACH: Well, there's an
8 indemnification agreement. We are
9 asking payments made in satisfaction
10 of the indemnification obligation I
11 proved to Jumio. So had I proved --
12 provided some form of compensation to
13 Jumio to compensate for their legal
14 expenses, for example, in relation to
15 these IPRs and in relation to this
16 speech with FaceTec.
17 And we've been told there's not
18 been any, however, we have other
19 information suggesting that there has
20 been payments. In fact, the district
21 court findings to the contrary. So
22 that's why -- we don't know if Jumio
23 is trying to parse the language in a
24 specific way so that they can say
25 there's been none or if there

actually has been none.

And so, in a sense, we -- one way to look at it is maybe an order to show cause, you know, why -- why shouldn't the district court's finding be accepted or maybe an adverse inference should be applied here if there had been payments to Jumio. It's just not providing information about them.

JUDGE BAER: But you should be welcome to any of those arguments in paper -- in your papers. I'm not sure whether -- how -- what you would be -- what discovery you would be asking for. I'm under the impression that you're asking for an additional discovery.

I see a from either -- excuse me -- from Jumio that I approved that neither pay nor reimburse Jumio's legal fees either to Jumio or its counsel for either PTAB proceedings or the district court proceedings.

I hear you saying that that

1 might not be true. I'm just not sure
2 what else -- the discovery you're
3 seeking that Jumio can provide. So
4 what discovery is it that you're
5 seeking?
6 MR. STACH: So, Your Honor, I
7 guess this goes back to the
8 August 5th call where the Court
9 provided guidance, and it said that
10 the parties should be able to work
11 out and have Jumio provide
12 information about any payments that
13 had been made.
14 And so Jumio then said, yes, we
15 will follow the Board's guidance.
16 And so our understanding was that
17 they would then tell us about those
18 payments.
19 They came back and said there
20 are none, but they used very specific
21 language in saying that. And so what
22 we're looking for is assurances that
23 they're not sort of playing word
24 games or narrowly crafting their
25 statements to sort of say, well,

1 we're complying with the Board's
2 guidance, and we're telling you what
3 the Board asked us to tell you, but
4 then they're also avoiding the
5 obligation to actually identify any
6 consideration that has been paid,
7 because we have seen these other
8 statements and these other findings
9 that lead us to strongly believe that
10 there have been payments, and yet
11 they're telling us right now there
12 are no payments. And so this is --
13 this is the discovery we're seeking
14 is we want some form of assurance
15 that either there have been no
16 payments, and an explanation of why
17 that's different from the district
18 court finding that there had been
19 indemnification from IProov to Jumio,
20 or we want to be provided with the
21 documents that do show that this
22 indemnification did occur.
23 JUDGE BAER: Just to be clear,
24 we're talking payments from IProov to
25 Jumio. Is that correct? We're not

1 talking about payments from IProov to
2 some third party. You're seeking
3 information about payments from
4 IProov to Jumio or Jumio's counsel;
5 is that correct?
6 MR. STACH: That is correct.
7 And I guess a -- one possibility,
8 maybe, is that maybe there's an
9 insurer of IProov that was paying
10 those funds as opposed to IProov
11 directly. Maybe that's why the
12 statement was made that there hasn't
13 been a payment from IProov. I guess
14 maybe I would broaden it to say
15 payments from IProov or on behalf of
16 IProov to Jumio, because like I said,
17 the district court has found that
18 there was indemnification. So I
19 just -- it makes me wonder, and it
20 makes me think that there's been some
21 creative lawyering by Jumio in the
22 IPRs to try to say, no, there hasn't,
23 even though, in another context,
24 there's been admissions from IProov
25 itself that there has been.

1 JUDGE BAER: Okay. Let's go
2 ahead and hear from Petitioner's
3 counsel. It's Mr. Nguyen, correct?
4 MS. NGUYEN: Yes, Your Honor,
5 and may it please the Board.
6 Your Honor, this is the first
7 time we've heard from FaceTec with
8 respect to the IProov statements made
9 in district court. We very clearly,
10 as you saw in Exhibit 2 -- sorry --
11 1055, made several statements to
12 Patent Owner that there's been no
13 consideration and no payments. And
14 we've been going back and forth with
15 Patent Owner. Every single question
16 that Patent Owner's asked, we've
17 provided assurances -- the assurances
18 that they've asked for -- they've
19 been asking for that there has been
20 no consideration and no payment. So
21 in our point of view, or in our mind,
22 we feel like this is complying with
23 the Board's guidance on the August
24 5th conference where the board
25 exclusively said either Petitioner

1 can provide a statement that there's
2 been no payments from IProov to Jumio
3 in satisfaction of indemnification or
4 we would provide the details of the
5 payments.
6 And, again, Your Honor, we've
7 provided those statements. We cannot
8 provide details of payments because,
9 again, there have been no payments,
10 and there's been no consideration.
11 JUDGE BAER: Thank you,
12 Ms. Nguyen.
13 Mr. Stach, any response?
14 MR. STACH: The only response,
15 I guess, really, is that, you know,
16 we had asked questions about, you
17 know, what if it wasn't a direct
18 payment? Maybe it was a forgiveness
19 of a debt or maybe it was -- you
20 know, it's still a -- it's a -- it is
21 an exchange that was in satisfaction
22 of the indemnity obligation. We
23 think that that is still within the
24 scope of the original request and
25 within the scope of the guidance that

1 the Board provided. And it just
2 makes -- it's very difficult for us
3 to reconcile the positions taken in
4 the two different proceedings, and
5 it -- so, again, I think we still
6 seek that.
7 And I hear what counsel is
8 saying. I appreciate what they're
9 saying. But I also think that, you
10 know, to the extent that there
11 remains this inconsistency, that
12 Jumio should resolve that
13 inconsistency and explain why that --
14 there is no inconsistency or -- you
15 know, essentially why they've
16 satisfied their obligations here to
17 provide the information that the
18 Board guided them to provide.
19 JUDGE BAER: Okay. Ms. Nguyen,
20 any response?
21 MS. NGUYEN: Your Honor, the
22 only response we have to that is the
23 statements that were made in district
24 court. Those were statements made by
25 IProov. Those were not statements

1 made by Jumio. So, the statements
2 that counsel's asking for some sort
3 of coordination, I'm not quite sure
4 we can, you know, speak on behalf of
5 IProov.
6 JUDGE BAER: Okay. If the
7 parties would stand by. We're going
8 to mute the line, put you on hold for
9 a minute, and we'll be back in just a
10 minute.
11 (Whereupon, an off-the-record
12 discussion was held.)
13 JUDGE BAER: We're back.
14 Mr. Stach, just one more time,
15 could you articulate, please,
16 specifically what discovery you are
17 seeking. I understand your position
18 that there seems to be an
19 inconsistency and you don't believe
20 what they're saying. But
21 specifically what discovery are you
22 seeking?
23 MR. STACH: Certainly, Your
24 Honor.
25 So our view was the August 5th

1 guidance from the Board was pseudo
2 ordering or certainly suggesting that
3 they should produce this discovery.
4 They said it doesn't exist. And so
5 we're viewing this as not complying
6 with the guidance that's been
7 provided. And so if there is -- if
8 there is no evidence of payments, no
9 payments have happened, then so be
10 it. But what we are seeking is
11 assurances that there's been an
12 adequate investigation, and that
13 would explain why they say there are
14 payments when the other party to the
15 agreement said that there are.
16 And so we're really looking for
17 almost an order seeking certification
18 or -- of compliance or just a
19 stronger form of it would be an order
20 to show cause why there shouldn't be
21 an adverse inference against them
22 that -- you know, that payments were
23 made unless they can come back and
24 explain why there -- you know, why
25 there is this inconsistency, then

1 there should be this adverse
2 inference that payments were made
3 when, you know, the district court
4 judge made that finding.
5 So we're really -- if the
6 documents exist that there are
7 payments and it shows there are
8 payments, that's the discovery we
9 want.
10 We think we're sort of past
11 that in that they're saying that it
12 doesn't exist, but it's contrary to
13 everything else that we've seen,
14 including seeing the actual
15 indemnification agreement itself.
16 Everything we've seen suggests that
17 there have been or will be or should
18 have been payments made. And we need
19 to figure out why is the position --
20 are they actually taking a correct
21 position now, or are they using
22 clever lawyering to try to avoid
23 disclosing something that they should
24 be disclosing.
25 And so I guess, to answer your

1 specific question, it's the same
2 discovery we sought on August 5th,
3 except we're now to the point of
4 ensuring that they've complied with
5 the obligation that they said they
6 would comply with in terms of
7 producing that discovery.
8 JUDGE BAER: Okay. I'm not
9 hearing any specific discovery. So
10 at this point, I understand this call
11 to be about authorization for a
12 motion for additional discovery.
13 We're not going to authorize a motion
14 for additional discovery at this
15 time.
16 I understand the discrepancy
17 you're articulating, Mr. Stach.
18 You're certainly welcome to make that
19 argument in the papers. But one of
20 our factors is, of course, how clear
21 the discovery is and how they needed
22 to comply. And I'm just not seeing
23 what specific discovery you're
24 seeking.
25 So we will memorialize this in

a short order. But at this point, we're just letting you know that we're not going to authorize a motion for additional discovery at this point.

Mr. Stach, any questions from you going forward?

MR. STACH: No, Your Honor.

JUDGE BAER: And, Ms. Nguyen, any questions or anything else we need to know from Petitioner at this point?

MS. NGUYEN: No questions, Your Honor.

JUDGE BAER: Great. And as the court reporter has requested, if you -- you're certainly welcome to file this -- the transcript of this call with the Board. We'll leave that up to the parties.

So with that, we will conclude the call. We certainly appreciate your time. And that will conclude the call. Thank you.

MS. NGUYEN: Thank you, Your

Honor.

MR. STACH: Thank you, Your Honor.

(Whereupon, the proceedings concluded at 3:30 p.m. EST)

C E R T I F I C A T E

STATE OF NEW YORK)
:
COUNTY OF RICHMOND)

I, MARINA DUBSON, a Notary Public within and for the State of New York, do hereby certify that the within Proceeding was held before me on the 18th day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of September 2025.

Marina Dubson

MARINA DUBSON

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