UNITED STATES PATENT AND TRADEMARK OFFICE

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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)

VIDEOCONFERENCE DEPOSITION OF JESSICA KAISER

THURSDAY, OCTOBER 9, 2025

Reported by: Monice K. Campbell

NV CCR No. 312, CA CCR No. 14171, CRR, RMR

Job No.: 57523

FACETEC EXHIBIT 2086
JUMIO v. FACETEC
IPR2025-00109

VIDEOCONFERENCE DEPOSITION OF JESSICA KAISER, held on Thursday, October 9, 2025, at 11:30 a.m., before Monice K. Campbell, Certified Court Reporter, in and for the State of California.

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THURSDAY, OCTOBER 9, 2025

11:30 A.M.

* * * * *

Whereupon,

JESSICA KAISER,

having been sworn to testify to the truth, the whole truth, and nothing but the truth, was examined and testified under oath as follows:

MR. STACH: Before we were on, I had heard that Ms. Jones is acting in a representative capacity; is that correct?

MS. JONES: Yes, that's correct. My name is Angela Jones. I'm a partner and deputy general counsel at Perkins Coie, and I am here on behalf of the witness, Ms. Kaiser.

MR. STACH: And Mr. Mooney, you're here on behalf of Jumeo, and to the extent Jumeo privileges implicated in relations to Perkins, you will be lodging objections for Jumeo there as well. Is that your understanding?

MR. MOONEY: I am here representing Jumeo, that is correct.

EXAMINATION

BY MR. STACH:

Q. Ms. Kaiser, thank you for joining us today. Can you please state your name?

A. Jessica Christine Kaiser.

Q. Since we're proceeding remotely today, if you have any trouble hearing me or if my audio breaks up in any way, can you please let me know?

A. I will.

Q. Have you ever been deposed before?

A. I have not.

Q. Have you taken depositions before?

A. Many.

Q. Then maybe I will skip some of the formalities that we sometimes talk about.

But I will just ask, if any of my questions are unclear, if you could please let me know and we'll try to rephrase.

A. Okay.

Q. What programs do you have open on your computer right now? I just want to be sure we don't have any extraneous --

A. Only this Zoom.

Q. Do you have any other devices that can be used for messaging near you?

A. I have my phone, but it's turned over so I'm not looking at it.

Q. Is there anyone else in the room with you?

A. There is not.

Q. And are you able to see anyone else besides the people that are on the screen right now?

A. No.

Q. Do you have any notes with you today?

A. I don't have notes. The only paper that I have is a printout of Exhibit 1049 in IPR2025-00106, which is my declaration in that IPR.

Q. I'll plan to take breaks every hour, but if you need a break at any time, just please let me know.

A. Okay.

Q. Before we take a break, though, I ask that you complete your answer to any pending question. Is that fair?

A. Okay.

Q. And I'd also just remind you if there are any breaks, during the breaks, you're not permitted to confer with others about the substance of your testimony. Do you understand?

A. That's my understanding, other than if I'm conferring with counsel about privilege.

Q. That's fair. What did you do to prepare for today's deposition?

A. I had a meeting with Mr. Mooney and Ms. Jones.

Q. How long did that meeting last?

A. I think about half an hour.

Q. When was that?

A. Yesterday.

Q. Did anyone else attend that meeting?

A. No.

Q. Other than meeting with Mr. Mooney and Ms. Jones, did you do

anything to prepare for today's deposition?

A. No.

Q. Did you review your declaration?

A. I did review my declaration during that meeting.

Q. It sounds like you already have a copy of your declaration, but just so we all have this, I'm going to put into the chat -- I will actually put all of your declarations in the four proceedings. They should show up in just a moment.

Can you please let me know when you are able to access them, please.

A. Do you want me to open all four?

Q. If you need to open them to answer my questions, then I think yes, but if you do not need, to open them to answer my questions, then I don't see any need for you to open them all individually.

A. Okay. Give me a minute, then, to download them.

Q. I may be able to short circuit this a bit just by saying it appears that all four of the declarations are

substantively identical. Would you agree with that?

A. That's my recollection.

MR. MOONEY: Counsel, I am restricted from accessing whatever you are dropping into the chat. That could be an issue on our end. I will look into that on the first break but if we're just talking about the declaration right now, we can proceed.

MR. STACH: Okay. Thank you. I'm not certain if there's a permissions issue.

BY MR. STACH:

Q. My question, Ms. Kaiser, is really I will be asking about one of your declarations today, and if any of your answers would differ for any of the four proceedings, I would like you to please tell me that your answer is different for one of the other proceedings.

Do you understand that?

A. Okay.

Q. So with that understanding, if you want, we can just look at, let's say,

the Exhibit 1049 in -- which proceeding did you say you have on your desk already?

A. I have on my desk IPR2025-00106, and that's the one that involves US Patent 10,776,471.

Q. Then that's the one I'll ask you questions about.

What did you do to prepare the declaration -- the four declarations that you submitted in the IPRs?

MR. MOONEY: Caution the witness not to reveal any attorney-client privileged information or work product in responding to that question, but you can respond.

THE WITNESS: I don't know that I can respond to the question without revealing privileged information or work product.

BY MR. STACH:

Q. Well, just factually, did you speak with anyone as you prepared these declarations?

A. I don't recall. Well, let me -- I'm not sure I understand your question.

When I was actually physically writing them?

Q. Yes. So when you were drafting the declaration in Exhibit 1049, I'm asking what steps did you take to obtain the information that is contained in the declaration?

A. I'm not sure what you're asking because the declaration is based on my personal knowledge. If you want to ask me about any particular statement in the declaration, then I would be happy to address that, but I'm having a hard time understanding what you're asking me for.

Q. Did you speak with any of your team members who worked on -- I guess let me step back.

Who are the team members who worked on the IPRs with you?

A. I would have to look at the notices that were filed in the IPRs to give you an accurate answer. Do you want -- do you want to put that in as an exhibit?

Q. The mandatory notices you're

referring to?

A. The mandatory notices or the petitions.

Q. Do you recall whether you spoke with any of those people who are identified in the mandatory notices or the petitions as you prepared the declaration in Exhibit 1049?

A. I believe in Exhibit 1049 there are statements about what the petitioner knew or didn't know, and in making those, I made an investigation to make sure that that was true. Part of that investigation involved talking to people at the law firm who would have had knowledge about that, about those statements.

Q. Which portions of your declaration are you referring to where you conducted an investigation by contacting others?

MR. MOONEY: Objection. Form.

THE WITNESS: Certainly, in paragraph 6, there is a statement that says:

"Petitioner did not have any

communications with IPR related to the invalidity contentions in the California case."

I conducted an investigation to assure myself that this was factual, and it is, and so part of that investigation would have been communications.

BY MR. STACH:

Q. Who did you speak with as part of that investigation?

A. Members of the IPR and litigation teams at Perkins.

Q. Did you also speak with anyone at Jumeo about this issue?

MR. MOONEY: Objection. Form.

THE WITNESS: I did not personally. I don't recall whether people on the team may have, but I did not personally.

BY MR. STACH:

Q. Was there any other information in your declaration where you contacted others as part of your investigation?

A. For paragraph 4, I personally -- I have personal knowledge that the facts

in paragraph 4 are true. I may have also talked to others to confirm my own personal knowledge to make sure there wasn't something that I didn't know about, but I'm not recalling the specifics of those conversations.

Q. And those conversations would have been with the Perkins' attorneys; is that right?

A. Yes.

Q. Approximately how long did it take to prepare the declarations in Exhibit 1049?

MR. MOONEY: Objection. Form.

THE WITNESS: I don't have an estimate of the amount of time.

BY MR. STACH:

Q. Approximately how much time did you spend investigating the facts reflected in Exhibit 1049?

A. I don't have an estimate of the amount of time. I don't recall.

Q. How did you become involved in these four IPRs?

MR. MOONEY: I object to that as

beyond the scope of the declaration, Counsel.

THE WITNESS: And, also, I'm not sure I can talk about that without revealing attorney-client privileged information.

BY MR. STACH:

Q. At some point, Jumeo retained Perkins for these IPRs; is that correct?

MR. MOONEY: I object to that as beyond the scope of the deposition today and declaration under 37 CFR 42.53.

I will also caution the witness not to reveal any attorney-client communications or work product.

THE WITNESS: I mean, certainly in the public record there are powers of attorney from Jumeo to Perkins' attorneys, including myself, for the four IPRs.

BY MR. STACH:

Q. You don't recall when you began work on the IPRs?

MR. MOONEY: I'm going to object to that as beyond the scope of the declaration and the declaration under

37 CFR 42.53.

I will further caution the witness not to reveal the contents of any attorney-client privilege or any work product.

THE WITNESS: Your question was when?

BY MR. STACH:

Q. Yes.

A. I don't recall.

Q. When did you commission the prior art search for these IPRs?

A. I believe I can't answer that without revealing work product information.

Q. So the information that would go on a privilege log is not privileged and dates, names of people who communicated general subject matter, these things are not themselves privileged. I'm just asking when did you commission the prior art search, which is not privileged or work product information.

MR. MOONEY: Object based on form.

Again, caution the witness not to reveal any attorney-client privilege or work product.

THE WITNESS: I don't -- I think that still does qualify as work product, but maybe to save us time, I don't recall the date.

BY MR. STACH:

Q. Who did you commission the prior art search from?

A. I believe that is work product information, and I decline to answer. Also, I don't think that's within the scope of my declaration.

MR. MOONEY: I'm going to agree with the witness on those and on Jumeo's behalf object to scope and also gets into attorney work product and attorney-client privilege.

BY MR. STACH:

Q. The declaration says petitioner commissioned a prior art search independently, and I'm just trying to understand the non-privileged, nonwork product aspects related to that, things

that you would have to identify to a court or the PTAB to justify your claim of work product, and just saying, "I don't have to tell you" doesn't justify it.

And so I'm asking for things that would need to go on a privilege log or a work product log. I'm not asking for the contents of the communication. I'm asking if this were to go before the board, what's the justification to show that this is, in fact, privileged or work product?

MR. MOONEY: Counsel, this is the identity of the prior art search firm or firms? Is that what you're asking for?

MR. STACH: Yes. Who commissioned --

MR. MOONEY: I don't know that this information necessarily would go on a privilege log. I think you're making several assumptions there in that regard. But in any event, beyond the scope is my objection.

I also caution the witness not to reveal attorney-client privilege or

work product.

THE WITNESS: I believe the identity of the prior art search firm that was used would be work product, and so I'm not going to answer that question.

MR. STACH: Like we spoke about the board yesterday -- this is for -- Mr. Mooney, I guess you weren't on the call maybe, but Ms. Jones --

MR. MOONEY: I was on the call.

MR. STACH: Oh, you were? Okay. We can try to go through the entire deposition and then identify areas where we have disputes and maybe address those at the board and then come -- maybe have to do another day of this, or if you'd like, we can try to reach out, try to get some resolution.

It seems like, you know, we can wait and see how often this arises or we can reach out now. What's your preference?

MR. MOONEY: Is that to me?

MR. STACH: That's to you, yes.

MR. MOONEY: I'm not sure what

you're asking me, but we don't plan to come back for another day, and it's your deposition to proceed as you'd like.

MR. STACH: All right.

BY MR. STACH:

Q. So I think I know the answer to this, but did you ask the searcher whether they had previously performed a search for any of the patents involved in the IPRs?

MR. MOONEY: Object as beyond the scope of the declaration under 37 CFR 42.53.

I will further caution the witness not to reveal any attorney-client privilege or work product information. But if she can otherwise respond, she's free to.

THE WITNESS: I don't think I understood your question. Can you ask it again?

BY MR. STACH:

Q. Did you ask the prior art search service whether they had previously performed a search regarding any of the patents that are involved in these IPRs?

MR. MOONEY: I'm going to object to that as beyond the scope under 37 CFR 42.53.

I will further caution the witness not to reveal the contents of any attorney-client privileged information or any work product.

THE WITNESS: So I would say I don't recall. It is my practice to have prior art searchers perform a conflict check, and so I would have had them do so here.

BY MR. STACH:

Q. Have you worked with the searcher before in performing the searches for these IPRs?

MR. MOONEY: Objection.

THE WITNESS: I don't think I can answer that based on work product.

MR. MOONEY: Also object to that as beyond the scope.

BY MR. STACH:

Q. How did you decide to use this searcher?

MR. MOONEY: Objection. Beyond

the scope of the declaration, as several of these questions are at this point. It's beyond the scope under 37 CFR 42.53.

I'm also going to instruct the witness not to respond to that one based on work product at least.

BY MR. STACH:

Q. Was the searcher recommended to you by someone?

MR. MOONEY: I object to that as beyond the scope under 37 CFR 42.53. I will further instruct the witness not to respond based on work product and also potentially attorney-client privilege.

Again, would remind Counsel we are here to discuss the facts that are set forth in the declaration. It would be nice if you could speed this along.

BY MR. STACH:

Q. I'm just asking about the facts about the prior art search that's expressly discussed in the declaration.

MR. MOONEY: Counsel, the questions you're asking are going to answers that you know are not relevant and

you know it's privileged and protected as well. So it's your deposition, go ahead.

MR. STACH: I explained I do not agree with that statement.

BY MR. STACH:

Q. Who evaluated the prior art that came back from the search?

MR. MOONEY: Object to that as beyond the scope.

I'd also caution the witness not to reveal any work product, potentially attorney-client privilege in connection with that answer, but you can otherwise answer.

THE WITNESS: I don't think I can answer that without revealing work product.

BY MR. STACH:

Q. Has this information already been revealed in response to the disqualification motion that was filed in the California action?

MR. MOONEY: Objection. Form.

THE WITNESS: I don't know.

/ / /

BY MR. STACH:

Q. Do you recall providing a declaration in relation to this qualification motion FaceTec filed in California?

MS. JONES: Objection. Beyond the scope.

THE WITNESS: As I sit here, I don't remember. If I did, I would appreciate you showing it to me if you're going to ask me questions about it.

BY MR. STACH:

Q. Do you recall whether the names of the IPR team were identified specifically in relation to the disqualification motion in California?

MR. MOONEY: Objection. Form. Objection. Beyond the scope.

THE WITNESS: If you'd like to give me a document, I could use it to refresh my recollection. Otherwise, as I sit here, I don't recall.

BY MR. STACH:

Q. Did the Perkins IPR team do additional searching beyond the search

results that were provided by the search service?

MR. MOONEY: Objection. Form. Objection. Beyond the scope. Objection.

Also, actually, instruct the witness not to respond to that based on work product.

(Exhibit Number 1 was marked.)

BY MR. STACH:

Q. I've added to the chat an Exhibit called Kaiser Exhibit 1.

MR. MOONEY: Counsel, we're going to have to take a break so that I can correct or try to correct whatever it is that is precluding me from accessing these exhibits.

I don't know. I guess this is what it is. Perhaps we can take a 10-minute break to resolve this, if that's possible.

MR. STACH: I am fine with that. But I would just remind Ms. Kaiser not to discuss the substance of her testimony with anyone during the break.

THE WITNESS: Sounds good.

MR. MOONEY: Thank you, Counsel.

(Recess.)

MR. STACH: Just to confirm, Counsel, Mr. Mooney, you have a copy of Kaiser Exhibit 1, yes?

MR. MOONEY: I do, yes. Thank you for your patience.

BY MR. STACH:

Q. Ms. Kaiser, if you could open Kaiser Exhibit 1 and let me know when you have it pulled up, please.

A. I have it.

Q. If you need to briefly take a moment to review it, I'll be asking you a particular question about paragraph 4 in a moment.

A. Okay. I have it.

Q. In paragraph 4, it's talking about the IPR petitions.

Do you see that?

MR. MOONEY: Object as beyond the scope.

THE WITNESS: Yes, I see that.

MR. STACH: Counsel, this -- I'll just say this is within scope. In

fact, during yesterday's call with the board, Ms. Nguyen said this deposition is about the facts surrounding preparing the IPR petitions. And I asked a question about preparing the IPR petitions. This is clearly within the scope.

MR. MOONEY: Counsel, this is not -- this deposition is not to address any questions you have about the IPR petitions in any regard. The deposition is limited, as you understand, to the declaration that was submitted in the IPR petitions.

Beyond the scope. Go ahead.

BY MR. STACH:

Q. So do you see the sentence: "The team both reviewed prior art returned from searchers and searched itself for prior art"?

A. I do.

Q. Can you explain the portion of that sentence where it says "that the team searched itself for prior art?

MR. MOONEY: Objection. Form. Objection. Beyond the scope.

And further caution the witness not to reveal any work product or any attorney-client privileged information.

THE WITNESS: I don't understand the question. It's a factual statement that the team itself, that is the IPR team, searched for prior art.

BY MR. STACH:

Q. Why did the team search itself for prior art?

MR. MOONEY: Objection. Form. Objection. Beyond the scope.

And I will instruct the witness not to respond based on work product.

MR. STACH: We did establish earlier that you believe even the fact that additional searching occurred was work product, but that's obviously public and there's been -- if there ever was work product, that's waived on this.

So you made the claim. It's clear that this information is volunteered. If there ever was work product here, it's waived. So I'm just asking for additional facts regarding the

search for prior art that is in this declaration.

MR. MOONEY: Counsel, was that an explanation and question for me or to the witness?

MR. STACH: I'm trying to get passed some of the work product and attorney-client privilege disagreements by explaining my rationale for why this information, one, is not work product in the first place, but to the extent that you believed it was, it seems clear that it no longer is. And I'm trying to get past it so we don't have to contact the board.

I do have an email that I've started drafting to the board, and we can talk through some of these issues with them, but I'm just trying to make headway here, you and me, so that we don't have to raise as many issues with the board.

MR. MOONEY: The question is, there is a statement in a declaration submitted in another litigation representing that there is a search for

prior art, and your position is that that is a waiver as to all work product protection that attaches to the rationale and motivations and -- and review of that prior art. Is that what you're telling me?

MR. STACH: No. I'm telling you that the limited question that I had asked I don't believe is protected.

THE WITNESS: Can you ask your question again? Because I don't have a sense of what it was, and I don't have the real time.

BY MR. STACH:

Q. Sure. Let me just ask this: For how long did the team search itself for prior art?

MR. MOONEY: Just a second, Ms. Kaiser.

Objection. Form. Objection. Beyond the scope.

And also instruct the witness not to respond based on work product.

MR. STACH: Earlier today when I asked for how long Ms. Kaiser prepared,

she answered the question and there was no objection because asking for how long something happened is not actually itself protected.

BY MR. STACH:

Q. So I'll ask again. For how long did the team, the IPR team search itself for prior art?

MR. MOONEY: Same objections. I will object as to the form. I will object it's beyond the scope.

And I'll instruct the witness not to respond based on work product.

Counsel, your position is that how long Perkins attorneys independently searched for prior art separate from prior art searches that were conducted is relevant to this declaration and the merits of the IPR proceedings?

MR. STACH: Yes.

MR. MOONEY: Okay. I disagree. Sorry. That's not going to be clear on the record. I disagree.

MR. STACH: So I sent the board a request for a call, and we will see if

they're available as they said they may not be. And if they're not, then we will follow up with a motion to compel on whatever.

I will continue on with questioning and see what we can get through today. And then if you'll watch your email, I'll watch mine a little bit to see if they respond.

THE WITNESS: Did you copy Ms. Jones as well?

MR. STACH: I believe she was on it already. And let me just verify.

THE WITNESS: Angie, we can't hear you.

MS. JONES: You can't hear me still?

THE WITNESS: Now we can.

MS. JONES: Okay. No, I did not receive that email, so I don't think I was copied.

MR. STACH: I apologize.

I just forwarded it to you.

BY MR. STACH:

Q. What experts did you work with

in reviewing the prior art?

MR. MOONEY: Objection. Form. Objection. Beyond the scope.

And I will caution the witness not to reveal work product, but if she can otherwise respond, she's free to.

THE WITNESS: I believe it's of public record that there is an expert -- technical expert declaration submitted for the four IPRs. So that expert had opinions about the prior art and would have disclosed them in the expert declarations. Otherwise, I believe your question calls for work product.

BY MR. STACH:

Q. Were there experts beyond the expert who submitted declarations in the four IPRs who you consulted with for these IPRs?

MR. MOONEY: Object. Counsel, you're asking her to identify undisclosed experts.

MR. STACH: She mentions that subject matter expert -- subject matter experts were consulted, and I'm just

asking for a list of who those experts were.

MR. MOONEY: Counsel, where -- what are you looking at that? Counsel, what are you looking at that we're not looking at here?

MR. STACH: So I'm asking -- there's paragraph 4 of Kaiser Exhibit 1.

MR. MOONEY: You said that paragraph 4 talks about subject matter experts reviewing prior art. I don't see that.

THE WITNESS: It says what -- so paragraph 4 says:

"Once the best prior art was identified, the petitions themselves had to be drafted and the subject matter expert consulted."

I believe this paragraph or that sentence is referring to the expert that submitted a declaration in the IPRs.

BY MR. STACH:

Q. Were there any other experts involved in the drafting of the IPRs?

A. I would decline to answer that

because it calls for work product.

MR. MOONEY: I object to that as calling for work product and also beyond the scope.

BY MR. STACH:

Q. Are you aware of any experts retained by Jumeo for these matters who were also retained by IProov?

MR. MOONEY: Just a second, Ms. Kaiser.

Objection. Form.

THE WITNESS: I'm not aware.

MR. MOONEY: Sorry, not done.

THE WITNESS: I thought you were done.

MR. MOONEY: First objection. Form. Second objection beyond the scope.

And I would also caution the witness not to reveal any work product or attorney-client communications in responding.

THE WITNESS: I'm not aware of any experts that IProov has retained at all.

/ / /

BY MR. STACH:

Q. Has IProov suggested any experts that Jumeo should retain?

MR. MOONEY: Just a minute.

Objection. Form. Objection. Beyond the scope.

And I caution the witness not to reveal any work product in responding to that.

THE WITNESS: Can you ask the question again because I don't remember it now?

BY MR. STACH:

Q. Sure. Did IProov suggest that Jumeo retain any particular expert?

MR. MOONEY: Objection. Form. Objection. Beyond the scope.

And I just caution the witness not to reveal work product.

THE WITNESS: Not that I am aware of.

BY MR. STACH:

Q. Before filing, did you provide drafts of IPR petitions to anyone outside of Perkins Coie?

MR. MOONEY: Just a second, Ms. Kaiser.

Object to that as beyond the scope as it's phrased.

And just caution the witness not to reveal any attorney-client privilege or work product.

THE WITNESS: I'm pausing because I don't want to reveal attorney-client privileged communications.

Can you ask the question again?

BY MR. STACH:

Q. Before filing the IPR petitions, did you provide draft -- drafts of the IPR petitions to anyone outside of Perkins Coie?

MR. MOONEY: Same objection. Beyond the scope.

And to the extent there is a privilege issue, Ms. Kaiser, that you're looking to discuss, I'm happy to do that off the record.

THE WITNESS: Maybe I would like to do that just briefly.

MR. STACH: Okay.

MR. MOONEY: Give us five minutes, Counsel, or less?

MR. STACH: Yeah. I'll just be here. Whenever you're ready to come back, just let me know.

MR. MOONEY: Okay.

(Recess.)

BY MR. STACH:

Q. I guess I'll reask the question.

Before filing the IPR petitions, did you provide drafts of them to anyone outside of Perkins Coie?

A. I provided drafts to the client, but otherwise I did not provide drafts to anyone outside of Perkins Coie.

Q. Who did you send those drafts to?

A. As best as I recall, I sent them to Gina Signorello.

Q. Was there anyone else at Jumeo who you sent the drafts to?

A. Not that I recall.

Q. Do you recall if anyone else on the IPR team sent drafts to anyone outside of Perkins Coie?

A. They would not have, no.

Q. So you believe they did not?

A. Correct.

Q. Do you have information confirming that they did not?

MR. MOONEY: Objection. Form.

THE WITNESS: I mean, the drafts of IPR petitions are confidential and work product, so no one sent them outside of Perkins Coie, and I was responsible for sending drafts to the client, so I was the one who sent the drafts to the client.

BY MR. STACH:

Q. Do you have personal knowledge of what the recipients did with those drafts?

MR. MOONEY: Objection. Form. Beyond the scope.

THE WITNESS: Can you ask the question again? I'm not sure I understand it.

BY MR. STACH:

Q. Do you have personal knowledge of what the recipients of the IPR petition drafts did with those drafts after they

received them?

MR. MOONEY: Objection. Form. And beyond the scope. Where are we in the declaration, Counsel? You're now asking does she know who the clients and drafts of a petition to, and I don't see anything regarding that in here.

MR. STACH: It is within the scope of at least paragraph 4 of Exhibit 1049.

MR. MOONEY: It is absolutely not within the scope of paragraph 4, is it? How so?

MR. STACH: I'm trying to get an understanding of the basis for Ms. Kaiser's statements --

MR. MOONEY: Counsel, I take that back in looking at this. Ask the question again. Go ahead. Thank you for that.

BY MR. STACH:

Q. Do you have personal knowledge of what the recipients of the IPR petition drafts did with those drafts after they received them?

MR. MOONEY: Objection. Form.

THE WITNESS: I know that they had back and forth with us about the drafts, certainly, before filing.

BY MR. STACH:

Q. Do you know if they shared them with other members of their team within Jumeo?

A. I do not.

Q. Do you know if they shared them with anyone outside of Jumeo besides Perkins Coie?

A. I do not.

Q. When did you first learn that the company IProov existed?

A. I don't recall.

Q. Do you recall if it was before Perkins Coie was retained to work on the IPRs for Jumeo?

A. I do not believe I had heard of IProov before this case.

Q. By "this case," are you also referring to the California litigation where you entered an appearance?

A. Yes.

Q. How did you learn about IProov?

A. I don't recall.

Q. Do you recall any context in which IProov became relevant to your work in IPRs?

MR. MOONEY: Objection. Form. Just caution the witness not to reveal any attorney-client privilege or work product.

THE WITNESS: I'm not sure I understand the question. Can you repeat it?

BY MR. STACH:

Q. What is your understanding of the relationship between Jumeo and IProov?

MR. MOONEY: Object. Objection. Form. Objection. Beyond the scope.

And, again, I just caution the witness not to reveal any attorney-client privileged information or work product.

THE WITNESS: I'm not sure I can answer that question without revealing attorney-client privileged communication or work product.

/ / /

BY MR. STACH:

Q. Is it your claim that your entire understanding of the relationship between Jumeo and IProov is based on privileged or work product information?

MR. MOONEY: Objection. Form. Objection. Beyond the scope.

THE WITNESS: I believe that I reviewed filings -- public filings at some point in litigation. I'm not remembering currently whether they discussed -- that were about IProov. I'm not recalling whether those discussed any sort of relationship between Jumeo and IProov. But that would be the context of my understanding that it's not work product or privileged.

BY MR. STACH:

Q. Would those filings have been from the litigation involving FaceTec and IProov in Nevada?

A. I believe that's correct.

Q. When did you learn about the FaceTec versus IProov litigation?

A. The Nevada litigation?

Q. Yes.

A. It would have been after I began work on the IPR matter.

Q. Do you have an understanding of FaceTec's infringement allegations against IProov?

A. I do not.

Q. Did IProov provide any prior art to Jumeo before the IPR petitions were filed?

A. No.

Q. What is your basis for making that statement?

A. I'm sorry, can you repeat your question again? I want to make sure I answered it accurately.

Q. Did IProov provide any prior art to Jumeo before the IPR petitions were filed?

A. So I'm not aware --

Go ahead. Sorry.

MR. MOONEY: Objection. Form. Actually, one second.

Objection. Form. Objection. Beyond the scope.

I just caution the witness on work product. But go ahead.

THE WITNESS: I'm not aware of conversations between IProov -- any conversations between IProov and Jumeo directly, so I don't think I have knowledge to answer the question as you phrased it.

BY MR. STACH:

Q. You mentioned, in paragraph 6, invalidity contentions in the California case.

MR. MOONEY: Are we back to the IPR declaration now?

MR. STACH: That's correct.

MR. MOONEY: Okay.

BY MR. STACH:

Q. Exhibit 1049.

A. Yes. I'm there.

Q. Did you have a role in preparing the invalidity contentions filed in the California case?

MR. MOONEY: One second, Ms. Kaiser. Answer that yes or no.

THE WITNESS: No.

BY MR. STACH:

Q. Who did work on the invalidity contentions in the California case at Perkins Coie?

MR. MOONEY: One second, Ms. Kaiser.

Object as beyond the scope. You're asking her to identify specific -- the specific attorneys at Perkins by name; is that right?

MR. STACH: I am.

MR. MOONEY: Just asking. I'm having trouble seeing how that's not beyond the scope of this paragraph 6. Can you help me out there or no?

MR. STACH: Well, in the interest of trying to resolve some of these issues before we talk to the board, I will say that there's representations in paragraph 6 about communications that did or did not happen related to those and the timing of those communications. And I'm asking who was involved so I can then ask follow-up questions about that.

MR. MOONEY: I mean, I could cut

through this. I think there is a way to do exactly that within asking to identify them by name. But if you're going to insist on identifying -- asking that question as you phrased it, then we'll need to take a quick -- a quick break to discuss privilege issue.

And now might be a good time for a break anyways because we've been going about an hour, I think, even with all these technical glitches, one of which I think is my fault.

MR. STACH: I'm good with a break. Do you want 10 minutes, 15?

MR. MOONEY: 15 so that we can resolve this and let people have a couple of minutes. So 15 minutes from now.

MR. STACH: I would just remind Ms. Kaiser other than the privilege question, please do not discuss the substance of your testimony with anyone.

(Recess.)

BY MR. STACH:

Q. Welcome back, Ms. Kaiser. Did you discuss the substance of your

testimony with anyone during the break?

A. Other than to address privilege questions, no.

Q. Maybe I'll go back and ask the same question I asked before the break.

Who worked on the invalidity contentions in the California case at Perkins Coie?

A. So I don't recall all of the people who may have worked on the invalidity contentions at Perkins Coie. I believe that Grant Kinsel was leading that effort because he was leading the District Court litigation for Perkins, and an associate named Jessie, her last name starts with a D, I believe also worked on the invalidity contentions. And those are the two names that I recall.

I do note, though, my declaration is talking here about communication in paragraph 6, I think which is what you pointed me to, talks about communications relating to the invalidity contentions in the California case before the petitions were filed, and this paragraph also talks

about the relative timing between when the petitions were filed and when the invalidity contentions were actually due.

So I'm not sure whether anyone was working on the invalidity contentions before the petitions were filed.

Q. Did you work on the invalidity contentions?

A. I believe I already answered that and said no.

Q. Did any lawyers who worked on the invalidity contentions also work on the IPRs?

MR. MOONEY: Objection. Form.

THE WITNESS: As I sit here right now, I'm not sure.

BY MR. STACH:

Q. Was there overlap between the litigation team at Perkins Coie and the IPR team at Perkins Coie?

A. I believe so, yes. For example, I think, as you identified, I believe I filed an appearance in both.

Q. What was your role in the California litigation?

A. It was minimal.

Q. What did it involve?

A. Primarily consulting between the two teams.

Q. For what purpose?

A. Strategic coordination.

(Exhibit Number 2 was marked.)

BY MR. STACH:

Q. I've put in the chat Kaiser Exhibit 2.

MR. STACH: And I will email it to you, Mr. Mooney.

Once you both confirm you have it up, I'll ask you about it.

THE WITNESS: I have it open.

MR. STACH: Has it arrived yet, Mr. Mooney?

MR. MOONEY: It has not.

It's now arrived. An email from the board counsel. Okay. Do you want to briefly discuss -- I'm happy to jump on with the board it might make sense, before wasting anyone's time, mostly the board's, for you to identify the specific questions that you think should have been answered

and we can see if you can narrow any of them or resolve them right now, or if not, we don't have to. No, I take that back. Let's do that. I'd like to know what we're talking about.

MR. STACH: Well, as I explained earlier, so sitting here right at this moment, I do not have an exhaustive list for you since I've been -- I think I can give you the cliff notes.

MR. MOONEY: I think before -- I mean, in fairness, before we get on with the board, I should know what dispute you're going to raise is. I mean, otherwise, I can just tell them that you haven't. But, I mean, that probably seems to make the most sense.

MR. STACH: Well, I will explain to them that there are extensive privilege and work product objections, some of them are objections to things that have been publicly disclosed and are clearly not work products. Some of them are about identifying names of people who worked on things which are things that would be on

privilege logs, things like that.

So also it's really more to calibrate and say, okay, if I'm asking a question about a communication, it is fair game to ask for who was involved, when did it occur, basically, all the things that go in a privilege log. What is the basis for the privilege and the general description so you can assess whether the privilege is appropriate. None of that is, itself, privileged and protected. The objections --

MR. MOONEY: You're talking about two different things. The questions that are being asked that are being improperly not answered are what? Questions about who -- you said who was involved in communications and questions about when those communications occurred. Is there anything else?

MR. STACH: There have been so many objections based on privilege today and I --

MR. MOONEY: Counsel, if you want -- if you want to get on with the

board and just tell them, I don't like the objections, that's fine. But I think it would be more productive to discuss the specific questions or buckets of questions that you're having an issue with, one, to see if we can resolve this without involving the board, and two, so that any discussion with the board is going to not waste their time.

And if you want to take a minute now to do that off the record -- it's up to you. If you want to just jump on with the board and tell them that I don't like all the objections, we can do it there too. But I just wanted to try to -- and I'll let them know this as well -- that I would like to try to narrow the dispute or figure out what it is your concern is. But up to you.

But I will say that today you have raised two issues with me so far. One is that we are blocking questions about who was involved in communications and the other is that we're blocking questions about when communications

occurred.

Those are the only two issues you have raised with me. If you have any questions that you think weren't answered that fit into either of those buckets, feel free to ask them now.

MR. STACH: Well, obviously, earlier today I explained multiple times why the privilege --

MR. MOONEY: Wait. We're wasting precious time here. I can debate this with you back and forth, but what I'm saying right now is so we don't waste the board's time, I am telling you that you have raised two disputes with me: That I am not allowing the witness to respond to questions about who was involved in communications or when those communications occurred, and I have just told you that you're free to ask those questions again right now and we can maybe resolve this before we get the board on, or I can tell them that, up to you.

But I do think it's a waste of time to just get on there and moan to the

board about, you know, vague concerns.

MR. STACH: I provided multiple explanations today, so I'm planning to just raise it with the board.

MR. MOONEY: And I will tell the board exactly what I just told you. I believe that we are wasting their time, but it is your deposition and it is your call. I do believe these are probably questions the board will ask you when we get on, but, again, up to you.

MR. STACH: I think we should pause for the board call in 10 minutes.

MR. MOONEY: Okay. But before we do, I will say for the record the only issues that you have raised with me is that we are blocking you from asking questions about who was involved in communications and questions about when those communications occurred.

I am telling you right now that you are free to ask those questions because I don't believe that we've blocked that, and we can see if the witness can respond and we can avoid wasting the

board's time.

If you want to just stop this now and get on with the board, that's up to you. I don't believe that's a productive use of their time or anybody's time on this.

MR. STACH: We can agree to disagree on that.

MR. MOONEY: Can you give me a single example of a question about who or when that wasn't answered today?

MR. STACH: Yeah. I mean, there's numerous. We have -- if we search for the word "work product," it's 39 times in this thing and "privilege" is 52 times. It's replete with objections and discussions about this. To claim that you don't understand --

MR. MOONEY: I made myself clear, Counsel. You're asking questions about clearly work product and privileged information, a lot of them, so of course there are going to be objections. That should not surprise you.

I'm saying that -- I mean,

you're refusing to tell me which questions in particular this witness didn't answer, and there's not much more I can do.

MR. STACH: The realtime identifies throughout.

MR. MOONEY: If you can identify a single question that wasn't answered that you think should have been answered, I'm asking you to ask it now and see if we can resolve it. It sounds like you do want to do that and you want to talk to the board. Happy to do that. But that is not my prerogative. I would not use their time like that.

But, again, to be clear, you are free to ask questions about who was involved in the communications or when the communication happened.

MR. STACH: Well, I did ask those questions, and I have --

MR. MOONEY: Ask it again. If I made a mistake -- Counsel -- if there is a question you don't think that was answered, ask it now. If you just want to complain about what has happened, then get

on with the board and complain about it.

But, again, I'm trying to narrow the dispute here. It sounds like you're not interested. So we can get on with the board. It's fine.

MR. STACH: I think if you look at the transcript, you'll see many explanations that I've already provided that you declined to agree with and we just have a disagreement.

MR. MOONEY: So, Counsel, is there anything that we can do right now to narrow this dispute, or do you just want to keep complaining that there are too many objections? I'm asking.

MR. STACH: I would like to get the board to confirm that --

MR. MOONEY: There's too many objections.

MR. STACH: -- the types of objections that you're making are improper and that we should move forward and not have to do this on a second day.

MR. MOONEY: Okay. I'm again telling you that you're free to ask

questions about who or when as long as they are within the scope. You are telling me you don't want to do that and you want to get on with the board, so let's get on with the board. Let's waste time.

THE WITNESS: Is there any objection to me listening to the board call?

MR. MOONEY: None here.

MR. STACH: That would be irregular to have the witness involved in that.

THE WITNESS: So you object to me joining?

MR. STACH: Yes, Your Honor. Not Your Honor. Sorry.

THE WITNESS: Fair enough. I will not join then.

MR. MOONEY: Counsel, did you want to ask any other questions that you think were improperly blocked or not?

MR. STACH: I already asked them and I repeated them and they were blocked, and so I am going to raise that with the

board. I tried to narrow things earlier. Now that we're minutes from a board call, you are claiming that, oh, maybe I'll reconsider, and I don't want to then have another board call just because maybe you decide to answer one question, but it's replete through this transcript.

I think if the board were to review this transcript, they will see a litany of improper privilege and work product objections, and they'll see me explaining in detail the basis for why they're improper. And I will stand by this transcript 100 percent every time.

MR. MOONEY: Every time what?

MR. STACH: Every time anyone wants to talk about it, including the board right now.

MR. MOONEY: Okay. Again, I'm just -- the first time you told me what the issue was a moment ago. I've got who. I've got when. I'm telling you to ask the questions again. You're not going to ask them, so let's talk to the board.

But to the clear, I will be

explaining to the board you have not explained any more about the issue than this, and I offered to resolve it on those terms.

MR. STACH: I have been offering to resolve it throughout this entire deposition.

MR. MOONEY: But this just sounds like you're angry that we didn't resolve it earlier. This isn't productive.

MR. STACH: I'm not angry.

MR. MOONEY: But not interested in resolv- -- we're not getting anywhere.

So you have to go off the record, not me, I think. You want to go off the record?

MR. STACH: Well, I would like if we can -- I don't know if there's a way for the court reporter can transcribe the call with the board, but maybe that's not possible at this point.

MR. MOONEY: It's on the phone, I think.

MR. STACH: It is.

THE COURT REPORTER: Are we off the record?

MR. STACH: Yes.

(Recess.).

BY MR. STACH:

Q. I had sent you before the break Kaiser Exhibit 2. Do you see that, Ms. Kaiser?

A. Yes.

Q. And this is a declaration from Grant Kinsel. He's the gentleman mentioned earlier; is that right?

A. Yes.

Q. If we look towards the bottom of the numbered page 2, PDF page 3, there's a list of numbers of the District Court litigation team and members of the IPR team.

Do you see that?

A. Yes.

Q. Jamie D that you mentioned earlier, is that in the second-to-last line, Delacenserie?

A. Yes. Jessie not Jamie.

Q. I'm sorry. Jessie.

Does the list of names there for the IPR team appear to be accurate to you?

A. As far as I recall, yes.

Q. Is there anyone who you recall working on the IPRs who is not named there?

A. Not that I recall.

Q. Did a lawyer named David Krone work on the IPRs?

A. So he's listed here as being on the litigation team. It's Pekarek Krone. I don't recall whether he worked on the IPRs also or not, but if he's not listed here, he probably didn't.

Q. Do you recall supervising any work performed by Mr. Krone?

MR. MOONEY: Objection. Form.

THE WITNESS: On these IPRs, he asked me if I recall supervising any work from Dave Pekarek Krone, and the answer to that question is generally, yes.

BY MR. STACH:

Q. For these IPRs in particular?

A. I don't recall.

Q. Is it your understanding that

the lawyers listed here in Mr. Kinsel's declaration as being part of the District Court litigation team are the lawyers who worked on the invalidity contentions in the California action?

A. I don't know.

Q. Do you have any knowledge -- any personal knowledge of which of the listed individuals worked on the invalidity contentions in the California action?

A. As I mentioned, to the best of my recollection, I know Grant -- I believe Grant was supervising that work, and I believe that Jessie was involved in it. Beyond that, I don't recall.

Q. What is your understanding of the collaboration between Jumeo's counsel and IProov regarding the California invalidity contentions?

A. My understanding is that prior to the IPRs being filed, there was no collaboration.

Q. What is your understanding of the collaboration after the IPRs were filed?

A. As I sit here, I don't recall.

Q. You agree there was collaboration, though?

MR. MOONEY: Objection. Form.

THE WITNESS: I don't recall. For example, I don't recall if the invalidity contentions were ultimately submitted jointly or not. You would have to show me them to refresh my recollection.

BY MR. STACH:

Q. What's the basis for your statement in your declaration -- this is in paragraph 6 of Exhibit 1049-- that:

"Any communications between petitioner and IProov relating to those invalidity contentions occurred well of a petitioner filed the petitions"?

MR. MOONEY: Caution the witness not to reveal any work product.

THE WITNESS: So I submitted this declaration over five months ago. My recollection is I conducted an investigation, as I mentioned to you

earlier. As part of that investigation, I spoke to team members who worked on the invalidity contentions. I believe that included Mr. Kinsel and Jessie, and it may have included other people. I just don't recall specific names.

BY MR. STACH:

Q. Did you speak with every team member that you believe worked on the invalidity contentions as part of your investigation?

A. I don't recall.

Q. Were you copied on communications related to the invalidity contentions?

A. I believe that I would have been, yes.

Q. And were any of those communications -- did they also include IProov on those communications?

MR. MOONEY: Objection. Form.

THE WITNESS: As I sit here right now, I'm not sure.

BY MR. STACH:

Q. Do you recall reviewing any

Invalidity contentions provided by IProov?

A. No.

Q. Who at IProov did the Perkins Coie lawyers work with in relation to the invalidity contentions in California?

A. Who at IProov?

Q. Yes.

A. I don't believe they worked with anybody at IProov.

Q. But in your declaration, you define IProov as IProov and its counsel in paragraph 3.

A. Okay. So when you say "IProov," you mean IProov and its counsel?

Q. Yes. I'm clarifying that now.

A. Okay. So I don't -- as I just said, I don't believe that anyone at Perkins communicated with IProov directly, and I don't recall who counsel was for IProov as I sit here. I would have to go back and look at litigation pleadings and things.

Q. What records exist that would reflect the collaboration -- or rather the coordination between Jumeo and IProov

regarding the invalidity contentions in California?

MR. MOONEY: Objection. Form.

Caution the witness as to work product and attorney-client privilege, but you can respond.

THE WITNESS: As I sit here right now, I don't know.

BY MR. STACH:

Q. Do you believe they include emails between Jumeo or its counsel and IProov or its counsel?

A. It's possible.

Q. What's your understanding of the nature of the coordination between Jumeo and IProov in relation to the invalidity contentions?

A. I don't have any personal knowledge. As I testified earlier, I didn't work on the invalidity contentions. But, I guess, I do know consistent with what's in my declaration, that there was no coordination prior to the IPR petitions being filed between Jumeo and IProov.

Q. But you can't recall how you

verified that today?

MR. MOONEY: Objection. Form.

BY MR. STACH:

Q. Beyond speaking with Jessie and Mr. Kinsel?

A. That's what I recall, as I sit here today. But I know that I conducted an investigation to assure myself that that was accurate.

Q. Did that investigation include speaking with every person on the list of members of the District Court litigation team in Mr. Kinsel's declaration?

A. I believe I already answered that I don't recall.

Q. Would you agree that your personal knowledge of the coordination with IProov on the invalidity contentions is limited?

MR. MOONEY: Objection. Form.

THE WITNESS: I would agree it's limited after the IPR petitions were filed. But as I said, what my testimony and my declaration is about is before the IPR petitions were filed, and it was also

consistent with my personal knowledge at that time that no coordination had occurred.

BY MR. STACH:

Q. Do you have any understanding of whether drafts of invalidity contentions were exchanged between Jumio and IProov before they were filed in California?

A. My personal knowledge is that there no drafts exchanged before the IPR petitions were filed. And I don't have personal knowledge after the IPR petitions were filed because, again, that's not in the content of my declaration.

Q. So you didn't conduct any investigation in relation to the communications that you mentioned that occurred well after the petitioner filed the petitions?

A. Only to find out that they occurred well after. You're asking me about specific content and timing, and I didn't do an investigation into that other than to verify that they occurred well after the IPRs were filed.

Q. Did you review IProov's invalidity contentions before they were filed?

A. Which invalidity contentions?

Q. The California invalidity contentions.

A. Did I personally?

Q. Yes.

A. No.

Q. Are you aware of whether anyone at Perkins Coie reviewed drafts of IProov's invalidity contentions before they were filed?

A. I think that's outside the scope of my declaration testimony, but no, I'm not aware of whether Perkins' attorneys did.

Q. And you had mentioned earlier speaking with the litigation team about coordinating strategy with the IPR team. Is that fair?

MR. MOONEY: Objection. Form.

THE WITNESS: I think what I testified was that part of my role on the litigation team was to help coordinate

strategy between the IPR team and litigation team.

BY MR. STACH:

Q. And as part of that role, you did not have anything -- any involvement in reviewing IProov's invalidity contention in the California action?

A. Not that I recall.

Q. Did you review Jumeo's invalidity contentions in the California action before they were filed in California?

MR. MOONEY: Object to that as beyond the scope of the declaration.

THE WITNESS: I do not believe that I did but -- because it would not be my normal practice to review the entirety of invalidity contentions for District Court litigation when I'm the lead IPR counsel.

BY MR. STACH:

Q. Did you review any portion of the invalidity contentions?

A. I may have, but I don't recall as I sit here.

Q. Do you recall whether anyone on the IPR team reviewed the invalidity contentions?

MR. MOONEY: Objection. Form.

BY MR. STACH:

Q. And I'm referring to Jumeo's invalidity in the California action.

A. Can you repeat the whole question?

Q. Sure. Did anyone on the IPR team review the entirety or portions of the invalidity contentions Jumeo filed in the California action?

A. So I have difficulty answering that question because I don't remember who worked on the invalidity contentions, and as you noted earlier, there is overlap between the teams, so it's possible that there are members of the IPR team who were also on the litigation team that worked on the invalidity contentions and would have reviewed them. But as I sit here, I don't recall the specifics of that.

Q. Did you discuss the IPR petitions with IProov after the petitions

were filed?

A. No.

Q. Are you aware of anyone at Perkins Coie discussing the IPR petitions with IProov after the petitions were filed?

A. I'm not aware, no.

Q. Are you aware of anyone at Jumeo who spoke with IProov about the IPR petitions after they were filed?

A. I don't know.

MR. MOONEY: Objection. Form.

BY MR. STACH:

Q. Has Perkins been paid for its work on these IPRs?

MR. MOONEY: Objection. Beyond the scope.

THE WITNESS: I don't know as I sit here.

BY MR. STACH:

Q. Who did Perkins bill for its work on the IPRs?

MR. MOONEY: Objection. Beyond the scope?

THE WITNESS: We billed our

client Jumeo.
BY MR. STACH:
Q. How do you know that?
MR. MOONEY: Objection. Scope. Beyond it.
THE WITNESS: I believe I reviewed bills that would have gone to Jumeo.
BY MR. STACH:
Q. Are you the person responsible for sending those bills to a client?
MR. MOONEY: Objection. Beyond the scope. Counsel, where are we looking now in the declaration that dictates the scope of this deposition? I've just been looking at the declaration, and I don't see anything about billing or invoicing or payments. So if you'd direct my attention to that, that would be helpful.
MR. STACH: I will do so, but I will also remind you I've given lots of leeway on speaking objections. If you think it's outside the scope, you're welcome to say that. Her declaration, she specifically says in paragraph 4, she

talks about funding of the IPR petitions, and I'm asking questions about funding the IPR petitions.

THE WITNESS: Well, Counsel, the statement in my declaration is IProov did not direct, control, or fund the petitions. That's just a true fact. I didn't give any testimony in my declaration about my own law firm's billing to Jumeo.

BY MR. STACH:

Q. I'm probing the --

MR. MOONEY: You're asking about who was billing Jumeo and how they're billing Jumeo for the work, and that's not at issue in the declaration. And I think in fairness, and the record will reflect it, we've given you plenty of leeway, and so far we're probably approaching two hours or more on a declaration that is five substantive paragraphs. So go ahead, but that question and those questions are certainly beyond the scope of this.

BY MR. STACH:

Q. Can you answer the question,

Ms. Kaiser?

A. I don't remember what the question was. Can you please reask it?

Q. Are you the person responsible for sending those bills to Jumeo?

MR. MOONEY: Objection. Scope.

THE WITNESS: Sending the bills directly to Jumeo, no.

BY MR. STACH:

Q. Do you have any knowledge of whether those bills that you may have reviewed have been paid?

MR. MOONEY: Objection. Form. Objection. Scope. This is well beyond the scope, Counsel.

THE WITNESS: I think I already answered this question that I don't know.

BY MR. STACH:

Q. So you don't know if Perkins has been paid for its work on these IPRs?

MR. MOONEY: Objection. Form. Asked and answered. Counsel, I have given you a lot of leeway, but this is well beyond the scope, and you're not giving any reason that this has anything to do

with what is stated in paragraph 4 as the witness herself has reminded you.

THE WITNESS: I think I've already answered that question.

BY MR. STACH:

Q. And the answer is you don't know?

MR. MOONEY: Objection.

THE WITNESS: Can you reask the question?

BY MR. STACH:

Q. Hopefully without the speaking objection this time.

Do you have any knowledge of whether those bills that you may have reviewed have been paid?

MR. MOONEY: Objection to form and scope.

THE WITNESS: As I sit here right now, I don't know.

BY MR. STACH:

Q. Is it your testimony you don't know whether Jumeo funded the IPRs because you don't know whether Jumeo paid the invoices?

MR. MOONEY: Objection. Form.
THE WITNESS: Jumeo was my client until I withdrew from the IPRs. So they were the entity that we billed for the IPRs. I testified that I don't know whether they have paid those bills as I sit here right now, but if they have not -- and, again, I don't know whether they have -- no one else has paid them either, if that's your question.
BY MR. STACH:
Q. How do you know that no one else has paid them?
MR. MOONEY: Objection. Form. Scope.
THE WITNESS: As I sit here right now, I'm not aware of anybody else having been billed for the work that we performed for Jumeo.
BY MR. STACH:
Q. Did you do any investigation into who paid or -- let me restart the question.
Did you do any investigation into who did fund the petitions?

A. We were retained by Jumeo. Our bills went to Jumeo.

Q. Has Jumeo requested a refund of any of the fees that have been billed to Jumeo?

MR. MOONEY: Just a second, Ms. Kaiser.

Objection. Form. Objection. Beyond the scope as this entire line has been.

And I would caution the witness not to reveal any attorney-client privileged communication in responding the question.

MS. JONES: And I would repeat that from the perspective of a Perkins Coie privilege or work product protection.

THE WITNESS: I don't think I can answer the question in light of the instructions.

BY MR. STACH:

Q. So you have knowledge that's responsive to that question, but you will not answer based on privilege or work product; is that correct?

MR. MOONEY: Objection. Form. Objection. Beyond the scope.

Caution the witness not to reveal any attorney-client privileged communications in responding to that question.

THE WITNESS: I am going to follow my counsel's instruction and not respond to the question.

BY MR. STACH:

Q. I'm just trying to understand if you know the answer and are not answering based on the objection, or if you don't know the answer and are also concerned about privilege.

MR. MOONEY: Objection.

THE WITNESS: I am taking my counsel's instruction and declining to answer the question.

BY MR. STACH:

Q. Are you aware of whether there's any ongoing fee dispute between Jumeo and Perkins regarding the funding of the petitions?

MR. MOONEY: Counsel, this is

well beyond the scope. If you dispute that, I would very much like for you to point to me where in this declaration there is anything that would justify you asking that question. I also would object on form.

And I would caution the witness not to reveal any attorney-client privilege communication in responding to the question.

MS. JONES: I join in the objections.

THE WITNESS: I'll take my counsel's advice and not answer that question.

BY MR. STACH:

Q. Who has been involved in negotiating payment of Jumeo's invoices related to the IPR petitions?

MR. MOONEY: Objection. Beyond the scope. Objection. Once again, this has nothing to do with anything in the declaration. I've give you a lot of leeway here, but we might get to a point where we'll have to shut this down and

contact the board or follow up.

Where was I? Beyond the scope. Objection. Form.

And I would again caution the witness not to reveal any attorney-client privilege communication or work product in this case in responding to the question.

MS. JONES: I join in the objections.

THE WITNESS: I think I testified I don't know whether the invoices have been paid, so I don't have knowledge of your question because I don't have knowledge of the assumption that's in your question.

BY MR. STACH:

Q. You have no knowledge of whether anyone at Perkins Coie has negotiated with Jumeo regarding payment for the IPRs?

MR. MOONEY: Just a second, Ms. Kaiser.

I take that back. That's a statement, not a question. Do you want to ask that again just so I know whether to object.

BY MR. STACH:

Q. I can add the word "correct" at the end of it.

You have no knowledge of whether anyone at Perkins has negotiated with Jumeo regarding payment for the IPRs, correct?

MR. MOONEY: Hold on, Ms. Kaiser.

Certainly objection. Beyond the scope. And, again, after several requests, Counsel has not identified anything in the declaration that would warrant this question. I'm going to object to form of the question.

And just caution the witness not to reveal any attorney-client privilege or work product in responding.

THE WITNESS: As I sit here right now, I don't have any knowledge of that or recollection of it.

BY MR. STACH:

Q. Are you aware of any agreements between Jumeo and IProov regarding funding the IPRs?

A. My knowledge is that there are no such agreements.

Q. What is the basis for that knowledge?

MR. MOONEY: Just caution the witness on attorney-client privilege and work product.

THE WITNESS: My own personal knowledge and involvement in the IPRs.

BY MR. STACH:

Q. Are you aware of any contractual relationship between IProov and Jumeo?

MR. MOONEY: Objection. Beyond the scope. Counsel, I'm sorry, I've went several questions without asking this. Where in the declaration does the witness discuss contractual relationships between IProov and Jumeo?

MR. STACH: Like I said, paragraph 4. I'm asking questions about her statements regarding IProov specifically. She said that they did not direct, control, or fund the petitions, so I do think -- are you familiar with testimonial guidelines from the PTAB that

you read when you submitted your pro hoc application?

MR. MOONEY: I am. And I also brushed up by reading the article that you wrote, and I'm leaning on that a little bit as well. I found that helpful. This sentence "I did not direct, control, or fund the petitions," your question didn't concern a contractual relationship about directing, controlling, or funding the petitions.

You already asked about funding the petitions; that question was answered. If you'd like to ask a specific question going to control of petitions or relating to petitions, that's fine. But to ask about general contractual relationships between these parties is well beyond the scope, as is obvious on the face of the document.

So if you'd like to rephrase it so that it's tailored toward that second sentence or something else in the declaration, I have no problem with that.

MR. STACH: That's the

foundational question.

MR. MOONEY: I'm going to object to that as beyond the scope. There's nothing in the declaration that discussed general contractual relationships between the parties.

I'd also caution the witness not to reveal any attorney-client privilege or work product in responding.

THE WITNESS: I feel like this question is so far beyond the scope of my declaration here that I'm inclined not to answer it. I don't think you are -- you know, I was lead counsel for Jumeo from the time the petitions were filed until they were withdrawn. And I don't think the fact that I submitted a five-paragraph declaration gives you the opportunity to depose me about everything that I know about Jumeo, IProov, the parties, the District Court litigations, et cetera.

So I think we're getting very close to where it doesn't make sense for me to continue with the deposition if you're not going to ask me questions that

relate to my declaration.

If the question is do I know that there have been contractual relationships or business relationships with IProov between IProov and Jumeo, I think the answer to that question is yes, because they're part of the public record.

MR. STACH: I'll object to the bulk of that response as non-responsive.

BY MR. STACH:

Q. Are you aware of any indemnity obligation that IProov may owe to Jumeo in relation to FaceTec's infringement allegations against Jumeo?

MR. MOONEY: Objection. Form.

Caution the witness not to reveal any attorney-client privilege or work product. Again, this is way beyond the scope of the deposition and -- I mean, this has become, Counselor, a fishing expedition, I guess, is the nicest way I can put it.

If you'd like to ask about things having to do with IProov directing, controlling, or funding the petitions,

that certainly is within the scope of paragraph 4, but to the extent that you're just fishing about relationships between the parties or indemnification obligations, et cetera, it's well beyond the scope of 4, and you haven't pointed me to anywhere else in the declaration that those issues are addressed. So beyond the scope.

And I -- and for the witness, this is coming close to shutting this down on fishing expedition grounds. We've been going a long time for five paragraphs.

MR. STACH: This is directly related to the statements. I pointed to the relationship regarding directing, control, and funding of petitions.

MR. MOONEY: Whether there is an indemnification obligation between the parties that relates to any of the ongoing litigation, no, it's not. It's just not. But go ahead and ask your question. It's beyond the scope.

THE WITNESS: I think the answer that I would give you is that IProov did

not direct, control, or fund the petitions.

BY MR. STACH:

Q. And I'm asking whether you're aware of IProov having any indemnification obligations to Jumeo in relation to FaceTec's infringement allegations against Jumeo?

MR. MOONEY: Beyond the scope. And I would again note that you have not pointed the witness or I any part of this declaration that addresses that issue.

MR. STACH: Indemnity does relate to, in many instances, direction, control and funding, and so that's -- I've pointed that out to you numerous times.

MR. MOONEY: It --

MR. STACH: If you're going to instruct her not to answer, then that's a -- on the basis of being outside the scope, then that's something we can take up with the board later as Judge Baer said earlier.

THE WITNESS: I'm not aware of any indemnity obligation or any indemnity

agreement that would relate to directing, funding, or controlling the petitions.

BY MR. STACH:

Q. Are you aware of any that you believe relate to the related litigation in California?

MR. MOONEY: Well, Counsel, by definition, that question is beyond the scope given the prior answer. And so I will object to that as beyond the scope.

I will also caution the witness as to attorney-client privilege and work product.

And just so I'm clear, Counsel, so your question is whether the witness is aware -- I'm sorry.

Your question is whether the witness is aware of any indemnity obligation between IProov and Jumeo that relates to the California litigation?

MR. STACH: That's correct.

MR. MOONEY: Okay. Beyond the scope.

THE WITNESS: As I sit here right now, my recollection is that

FaceTec's infringement allegations against Jumeo in the California litigation relate both to technology -- I might have the wording wrong here, I apologize -- but technology that IProov supplied to Jumeo, as well as Jumeo's own technology that has nothing to do with IProov.

So it's -- I'm trying to remember -- as I sit here right now, it's possible or there may have been some sort of agreement related to indemnity between the parties -- not between the parties, I apologize -- between IProov and Jumeo. That agreement would have nothing to do with FaceTec's allegations against Jumeo's own technology.

And in addition, it had nothing to do with IProov directing, controlling, or funding the petitions, which IProov did not do.

BY MR. STACH:

Q. So you are aware of an indemnity obligation, or at least a subset of the products that are accused in the California action?

MR. MOONEY: Objection. Beyond the scope. Objection. Form.

THE WITNESS: As I sit here right now, there may be one. It's been a long time since I was involved in this case.

BY MR. STACH:

Q. Are you aware of any consideration that's been exchanged under that indemnity agreement?

MR. MOONEY: Objection.

Actually, just a second, Ms. Kaiser.

Objection. Beyond the scope. And objection. Form.

THE WITNESS: I'm not aware.

BY MR. STACH:

Q. What is your understanding of that indemnity obligation?

A. As I sit here right now, I don't have any understanding of it except that I know that it did not involve direct -- IProov directing, controlling, or funding the IPR petitions.

Q. Did it relate to collaborating

on invalidity contentions after the petitions were filed?

MR. MOONEY: Objection. Beyond the scope. Objection. Form.

THE WITNESS: I don't recall.

BY MR. STACH:

Q. Are you aware of any consideration that was going to be exchanged at some future point under the indemnity obligation?

MR. MOONEY: Objection. Beyond the scope. Objection. Form.

THE WITNESS: I'm not aware.

BY MR. STACH:

Q. Are you aware of any third parties that may have been asked to contribute to or pay Perkins' legal fees for the IPRs?

MR. MOONEY: Objection. Beyond the scope. Where are we in the declaration, Counsel?

MR. STACH: This is about funding. It's directly related to --

MR. MOONEY: I recognize that. You're asking -- right now you're asking

about, I guess, unidentified third parties not mentioned in the declaration and communications with them; is that right?

MR. STACH: I'm asking if any third parties have been asked to contribute to or pay Perkins' legal fees for the IPRs.

MR. MOONEY: By third parties, are we talking about IProov?

MR. STACH: Any third parties.

MR. MOONEY: Okay. Just a second.

Okay, as to IProov, I think that -- this is within the scope. I recognize, Counsel, that I have to keep my objections to a minimum. At the same time, I can't let this go on as a fishing expedition for hours. And to the extent that you're asking, as you seem to be, about communications and parties that are nowhere discussed in this declaration, I have to make clear for the record that you're doing that.

To the extent that your question is about IProov, that's fine. I don't

have a problem as far as scope. To the extent that that question is about, I don't know, unidentified third parties not mentioned in the declaration and that you're not -- you're not identifying, I do object as beyond the scope for sure.

I also just caution the witness not to reveal attorney-client privilege and work product in responding to the question.

THE WITNESS: I have no knowledge of that.

BY MR. STACH:

Q. Is that because you're not the one who directly sends the invoices for the services performed by Perkins on the IPRs?

MR. MOONEY: Objection. Form. And scope.

THE WITNESS: I don't understand the question.

BY MR. STACH:

Q. I'm just trying to get a better knowledge of why you have no knowledge of this. Is that because that's just not

your role in the firm?

MR. MOONEY: Objection. Form.

THE WITNESS: It's likely because it's not true.

BY MR. STACH:

Q. Would you know about it if it occurred?

MR. MOONEY: Objection. Form and scope.

THE WITNESS: I work for a very large firm, so I don't know everything that goes on in my law firm, certainly, so I don't know how to answer a question about would I know about something if it occurred.

What I told you is that I reviewed bills for Jumeo, and it's my understanding that those bills were sent to Jumeo, and it's particularly common in our industry for large law firms to have billing departments who are the people who actually are the ones who send bills, and that is the case here.

BY MR. STACH:

Q. When did you commission the

prior art search for these IPRs?

A. So you provided me earlier with Kaiser Exhibit 1. And in paragraph 5 of that, it refreshed my recollection that we were retained in July of 2024, and that we filed the IPRs in November of 2024. So we would have commissioned the prior art searches shortly after we were retained.

So I can't give you a specific time because I don't recall, but it would have been, you know, in that late summer time frame of 2024.

Q. Who was it that evaluated the prior art that came back from the search?

A. I don't recall. I mean, to some extent I'm the lead counsel and signed the IPR petitions, so I would have evaluated some of it. Other members of the IPR team who are listed on Kaiser Exhibit 2 would have evaluated the IPR art or the search firm art, but I can't recall specifically which ones.

Q. Which prior art search service did you commission the searches from?

A. I still think that's work

product, and I'm -- I decline to answer because it's work product.

MR. STACH: Counsel, do you agree with that?

MR. MOONEY: With her answer? I'm sorry, what are you asking me?

MR. STACH: Do you agree that this is protected work product?

MR. MOONEY: What is?

MR. STACH: The identity of the name of the search service commissioned to do prior art searching?

MR. MOONEY: Yes. But I also believe that it's beyond the scope of the declaration and not relevant to any issues before the board. If you want to discuss that, we can maybe get through that gate, but I do believe it's work product.

BY MR. STACH:

Q. So on a work product log, you just leave communications regarding prior art search, the names of the people corresponding would just be blank?

MR. MOONEY: Now, I actually have no idea what you're talking about.

So, I guess, your question is if a law firm retains a prior art search firm to do a search and the law firm corresponds with that prior art search firm in writing, and the law firm is required -- the client is required to produce a privilege log and the time period would cover the time period of this assumed communication, and there would be no other agreement not to log it, do you have to identify the prior art search firm?

That's an incredible hypothetical. I do believe this has nothing to do with the declaration, number 1, certainly not the relevant issues that are before the board, and is work product in this case, yes.

What does that have to do with the declaration or any of the issues that we're here for, Counsel? I ask because it would be helpful, once again, to work through these things here rather than involve the board with that, and I just don't see it.

MR. STACH: She discusses the

prior art search in the declaration.

MR. MOONEY: I'm aware of that.

MR. STACH: I can give additional details surrounding that, so I can then potentially ask follow-up questions, but refusing to respond means I can't really ask those questions necessarily, and so there is relevance to who the search service would have been.

It is not protected, as I explained, because the identity would have to be identified if this goes in front of the board. I guess just tell them you don't want to identify it and that's your position, but that would not be sufficient to establish a claim of privilege of work product.

MR. MOONEY: In fairness, Counsel, that would be for the board to decide, not for you to decide. I don't buy the premise of that, that you can't ask any follow-up questions about this search without knowing the identity of the search firm. Of course I don't know what questions you have, but I certainly don't

buy that premise.

But I guess -- I mean, I guess if we're getting -- are we getting to a point where we're getting close to the end of the deposition and you want to sort of collect your thoughts on -- I mean, I would propose that you go forward like this: You ask all the questions that you have and then we take a break. You take whatever time you need today, and if there are questions about -- I think you had said who and when and the identity of the search firm that you think haven't been answered, we can talk about those and see if we can't get them answered.

But I would say let's finish it up, try to limit that set and see if you and I can sort of knock those off. I think maybe a side discussion that I can have with Ms. Jones and Ms. Kaiser to see if we can narrow or eliminate whatever set of questions remain here.

MR. STACH: I'm all for resolving disputes, and I've been asking questions that were previously objected to

as work product, and she has now been answering some of them. I'm trying to resolve these. So that's what's happening here, obviously.

MR. MOONEY: And to be clear, I'm happy you're doing this because this is exactly what I wanted to do before we got on with the board. What I'm not interested in doing, at least not in wasting all of these people's time, is for you to do -- repeat grievances about the objections that have taken place.

I'd rather, to be constructive here, do everything that we can that doesn't implicate one of those objections, number 1. And number 2, to identify the specific questions or buckets that you think weren't answered that should have been, whether or not they were objected to.

Again, I'm trying to move forward and be efficient here. And you can take time to do that. So let me think about that and have the discussions necessary with Ms. Kaiser and Ms. Jones

and come back to you and figure out whether we can't answer some of those questions, all of those questions are fine to pass on those questions. That's what I propose.

MR. STACH: And I'm asking some of those now.

MR. MOONEY: Okay. So here's the first one. The identity of the search firm. Continue with them. I'll write them down. But I do maintain the work product objection, yes.

BY MR. STACH:

Q. Which experts did you work with in reviewing the prior art?

MR. MOONEY: I'm going to object to that on a work product basis.

THE WITNESS: I think I did previously testify that we worked with the expert that gave the publicly-available declaration in the IPRs.

MR. MOONEY: And I'm sorry, Counsel. To clarify, I object to that to the extent it goes to non-testifying, non-disclosed experts.

MR. STACH: We can take 10 minutes. I will come back and see if there's a path that I think there's a path forward, and then obviously -- certainly not trying to relive grievances or however you phrased it. I just was explaining why I believe it's not a proper work product objection.

So you disagree. That's your prerogative. I'll see if there are other questions that we can maybe try to narrow things on. It might take a bit more than 10 minutes. Maybe 15.

MR. MOONEY: I think that Counsel -- I'm looking at Ms. Kaiser and Ms. Jones, other people involved here and the court reporter too. But my goal -- our goal would be to avoid further burdening the board. So I've got down the identity of the prior art search firm. I would propose whatever time you need and perhaps sending an email to me. See if there are any other questions. The whos, the whens, and what other questions you have.

You can send an email and we can all jump back on. I think that probably works for all involved, and that way ideally we can get as much of this done right now and avoid or minimizing burdening the panel.

MR. STACH: I will do what I can. And we will see where we end up.

MR. MOONEY: Is that fair? Do you want to email me?

(Recess.)

BY MR. STACH:

Q. Ms. Kaiser, do you have any messaging apps open on your computer right now?

A. No.

Q. Did you discuss the substance of your testimony with anyone during the break?

A. No.

Q. For how long did the IPR team search itself for prior art?

MR. MOONEY: Counsel, can I just -- sorry, what was -- I had suggested perhaps to come back and let us know the

issues. You just want to ask the questions that you think were responded to -- Okay. Let's go.

THE WITNESS: Can you ask the question again?

BY MR. STACH:

Q. Yes. As we talked about earlier, the IPR team did some searching itself, and I'm asking for how long did the IPR team search itself for prior art?

MR. MOONEY: Counsel, I do believe that is work product. If you'll agree to her responding to that question isn't a waiver of any work product or attorney-client privilege or protection, I'll let her respond to that. Is that fair?

MR. STACH: I mean --

MR. MOONEY: I mean, I'm obviously not going to let you just --

MR. STACH: I mean, I'm taking this directly from the a public declaration saying that they did this searching. I'm just asking for a quantity of time, which is very similar to the

question how long did you prepare for the deposition. I'm just asking for a quantity of time here.

MR. MOONEY: If it's in the public documents, it's in public document. It says what it says. So presumably you're asking something more. But again -- and this might come up for more than just this question. I'm willing to let the witness respond to some questions that we -- that Jumeo at least and, perhaps, Ms. Kaiser's counsel believe implicate work product or attorney-client privilege.

Of course I'm not going to be able to do that if you're going to then turn around and use that against me and argue there is some sort of a waiver. So if the plan is to ask these questions and then to argue that all of this is waiver and bring us back, I mean, it's a nonstarter. If the objective is to just get answers to the questions so that you can use the answers and we can move on without burdening the board, that would be

a shared interest and that's what I'd like to do.

MR. STACH: I understand. But I can't agree to sort of a selective waiver of, yes, I'll let certain questions be answered but I'm not going to allow other questions. That's the concern I have. And so I think if you think it's work product, you can think it's work product. That's your prerogative. I'm not in a position say that it wouldn't mean that, you know, additional questions that maybe wouldn't you agree to let the witness answer would also not be appropriate. So, no, I can't agree that there would be no waiver.

MR. MOONEY: Okay. And you don't have to answer this, of course, but are we thinking there are -- I'm trying to think of the best way to proceed. Are there sort of 5, 10 questions that you have here, or is this like 50 questions? And, again, this isn't my deposition. I'm not telling you. I'm trying to figure out a good plan to proceed.

MR. STACH: I'm hoping we will wrap this up in the next 15 or 20 minutes.

MR. MOONEY: We'll take it one question at a time.

MR. STACH: That's what I propose.

MR. MOONEY: Let's make the record. Let's do that. Go ahead and ask your question. And you know what I'm going to say and we'll take it from there.

BY MR. STACH:

Q. So the same question, for how long did the IPR team search for prior art itself?

MR. MOONEY: I'm going to object on scope. Also going to object on the grounds that that implicates at least attorney work product.

In the interest of avoiding a dispute and not further burdening the panel, I will allow the witness to respond to that question if FaceTec agrees that it will not use that response to argue a waiver of work product or privilege.

MR. STACH: No, I don't agree to

that.

MR. MOONEY: Okay. All I can do is try. Next question.

BY MR. STACH:

Q. So we had previously discussed collaboration between IProov's counsel and Jumeo's counsel regarding the California invalidity contentions, but I believe that discussion happened before I provided one or maybe both of the declarations that you said refreshed some of your recollection of some events and people.

So I'd like to ask again, what's your understanding of the collaboration between IProov's counsel and Jumeo regarding California invalidity contentions?

A. So I think I already answered this question. My answer is that prior to the filing of the IPR petitions, there was no collaboration. And after the filing of the IPR petitions, I'm unsure. As I sit here right now, I don't recall details about the collaboration.

Q. Do you recall ever having a

phone call with IProov's counsel regarding invalidity?

A. I do not.

Q. Are you aware of anyone at Perkins Coie having phone calls with IProov's counsel regarding invalidity?

A. As I sit here right now, I don't recall.

Q. So did you conduct any investigation into who did fund the IPR petitions?

A. I believe I've already answered this question, that I reviewed bills to Jumeo. Those bills were sent to Jumeo and I'm -- Jumeo was the only one who funded the IPR petitions.

Q. And remind the basis of your knowledge for this. I don't know that I asked that previously.

A. My own review of the bills.

Q. But you haven't seen payment records?

A. I don't recall whether the bills have been paid. I think I already testified to that.

MR. STACH: With that, I have no further questions today.

Do you have any redirect?

MR. MOONEY: I don't, Counsel. But just to be clear, then, my understanding is that the only question that you believe should have been answered that was not answered is the question that you just posed, how long attorneys spent reviewing certain prior art search results; is that right?

MR. STACH: No.

MR. MOONEY: Okay. What other questions do you have that you believe should be answered that were not answered? Because, again, we're all here. We don't want to burden the panel and I don't plan on bringing everybody back for another deposition when we could resolve this right now. I thought that's what we were using the time at the break.

MR. STACH: So before the break we talked about identification of the search service. We also talked about -- we talked about several things that --

MR. MOONEY: Counsel --

MR. STACH: Just because it happened before the break doesn't mean it's not still an issue.

MR. MOONEY: Okay. Counsel, I don't know how I can be any clearer. I want to resolve every issue we can right now while we are all here or to narrow those issues. The reason for that is I do want to waste the panel's time dealing with issues that we all could have resolved, and I think that was their expectation given the tone on the call.

I also don't want to waste the time of all of the people who are here who are very busy in coming back in case there's some reason to do that, and so as I asked you before, I'd like to know what questions you believe should have been answered that were not answered so we can try to address those.

One of them is -- well, let me do this. Am I right that one of those questions is how long Perkins' attorneys spent reviewing prior art?

MR. STACH: Yes.

MR. MOONEY: Am I right that another question is the identity of the prior art search firm?

MR. STACH: Those are two of them. I will say --

MR. MOONEY: Counsel, you can't sit here, though, and say I'm not going to tell you.

MR. STACH: That's not what I'm saying. What I'm saying is I've looked through. I've done my best to identify them. I can't say that I've caught everything. I do believe I've identified a number of them, and we've spoken about them and very recently, either just before the break or after the break here. And so at this point, it seems that the record is clear, and I also have no interest in burdening the board with things that they don't need to address.

And so I need to circle back and decide whether we want to proceed on the questions that remain outstanding that we've already discussed.

I also need to look back in more detail at the transcript. I don't know that there's anything, but I don't want to foreclose the possibility. It's, frankly, an unreasonable exercise to say read the entire transcript and come up with everything now or I will not -- I will argue that it's somehow improper. That's an unreasonable ask here.

So all I can tell you is that I went through the transcript as best I could in our time, and we talked about things shortly before the break, we talked about things after the break, and I understand your position and I've done what I can here.

So do you have any redirect?

THE WITNESS: Counsel, I want to reiterate that I am here. If there are questions that you don't think you got an answer to, then I think you should ask them. We took a break, ostensibly for you to look at the transcript and also for me to confer about work product and privilege with counsel.

So if there are questions that you asked before the break, right before the break that you don't think you got an answer to, then I think it would be appropriate for you to ask them again.

If you're not willing to ask me questions, it would be very odd indeed for me to have you go to the board and say that you couldn't get answers when you couldn't be bothered to ask me the questions while I'm sitting right here.

MR. STACH: I understand that and I object to the witness.

MR. MOONEY: Sure, okay. As far as time, we're all here. You take -- I thought we were doing this before. You should take the time that you need to identify the questions that weren't answered that you thought should have been answered. I think that probably is something that you might have done before we got the board on the phone the first time, but if not, please take the time now.

We have no intent on coming

back. I'd like you to take the time you need to identify the questions that weren't answered that you think should have been answered. We can then go through them now and see if we can't answer them. That is going to save the board time. It's going to save us time.

And, I mean, I don't like to use the word gamesmanship, but, like, this doesn't seem like a reasonable approach, you telling us and the witness who practices, right? This isn't her full-time job, that you're not willing to figure out what questions should have been asked. Instead, you're going to go off and file a motion to compel. That seems unreasonable and a waste of the panel's time and our time, and I don't honestly know that I've encountered this before.

MR. STACH: I understand your position. I've articulated mine. Do you have any redirect?

MR. MOONEY: I'm going to say it one more time, very clearly. We are all here today: Myself, Ms. Kaiser, a witness

who has a practice. We have Angie Jones from Perkins Coie who also has a practice and responsibilities. We are willing to take the time that you need to perform this exercise now while we are all here, and what we are asking of you and that I feel I am now pleading for, is for you to try to figure out the questions that you believe should have been answered but that weren't answered.

We are willing to give you whatever time you need right now to do that. I wouldn't think it would take very long. Presumably, you've been taking notes and have some idea of these questions. I don't know. We will give you whatever time you need. I propose that you then come back and we could try to have those questions answered right now.

It's my understanding you are refusing to do that. Why you are refusing to do that, I don't know. I'm not going to speculate, but it is going to be our position that if you want to refuse to

explain to us the issues, the questions that weren't asked that you're going to take to the board, if you want to refuse to identify those to us now and instead just take them to the board, we are going to object to responding to those questions in writing and in further deposition full stop, and we have no intent to bring everybody back again and to waste time just because you don't want to go through that right now.

MR. STACH: I understand. And as I said, I already circled back before the break on some things. I circled back after the break. If you have any redirect, now is the time. Otherwise, I think we're concluded here.

MR. MOONEY: I'll ask one last time. Could you identify for me the questions that you believe should have been answered but that were not answered and that are going to form the basis of your potential motion to compel here because I would like to resolve this issue? Will you do that?

MR. STACH: As soon as I circle back -- I don't have the list in front of me. There are questions I circled back on --

MR. MOONEY: Now, is the time -- I would like to give you the time -- I'd like to give you the time right now to figure out that list. Are you willing to do that?

MR. STACH: I already circled back on a number of questions, and I have your answers to those and your objections. We don't need to do it again.

MR. MOONEY: You don't understand. This isn't productive. What I'm saying is there -- I don't know how many there are. There may have been instances where there was an objection or there was a nonresponse that we may now be willing to have a response to based on our caucus, right?

There is no point in relitigating this. I'm trying to solve problems here. If you'd like to take 15 minutes, if you'd like to take half an

hour, if you'd like to take an hour, we can all go grab a sandwich and come back to our desks and then you can ask all of these questions that allegedly were not answered, and we can be done with it.

I don't know why you're not willing to do that. Instead, you speak in vagaries here and about motions to compel. What is the reason that you're not willing to do that?

MR. STACH: I have already circled back on the questions. The number of times circling back is futile, and like I said, I don't know that there will be a motion to compel.

What I'm saying is I just cannot definitively answer the question whether there will be or not. That's an unreasonable ask. And I'm saying that I am done asking questions for today. I understand your position. You've stated it many times. If you have any redirect, now is the time.

MR. MOONEY: I'll just say it one last time. I don't understand why

you're not willing to do this. I believe that the panel would like us to cooperate and to solve any issues to minimize any disputes. I believe that we were told that a few hours ago in words that approximated that.

I believe that even independent of that, that is our professional obligation. I further believe that that is what would most respect the time and money of the clients and attorneys on this call.

And so our position is that we will give you whatever time you need now to identify whatever questions you think were not answered and to ask them again so we can try and get them answered for you. It is my understanding that you have refused several times do that. Again, I do not know why.

At this point, I think I've exhausted my ability to try to resolve this issue, but we don't plan on bringing anybody back under the circumstances. That's for sure.

MR. STACH: I understand, and I have not refused to circle back on the questions. I have done that. And as I'm saying, if you have redirect, please conduct it now.

MR. MOONEY: Well, then, Counsel -- maybe I missed it. Here's the opportunity. What was one of the questions that you circled back on that we did not answer that you would like answered?

MR. STACH: I don't have them in front of me. Before the break, you'll see --

MR. MOONEY: Counsel, all you keep saying is I circled back, I circled back, I circled back. That's not a productive way to solve this. Let me know what the questions are right now. And if you'd like to take the time to do it, let's do that. But just refusing to engage in that -- look, I think, the record's clear. We have done absolutely everything we can.

If you want to say something

after this that suggests to me you want to solve this issue right now, we are all willing to do it. If you are not, looks like you're not, we're not willing to come back. It's a waste of all our time.

MR. STACH: I understand your objection.

MR. MOONEY: I've never faced this issue before, but -- okay.

MR. STACH: I understand your objection. You've already stated the position multiple times. So do you have any redirect?

MR. MOONEY: I don't even know what the issue is. You're telling me that there's an issue I'm taking to the board. I don't even know what it is.

MR. STACH: I did not say that I'm taking an issue to the board. What I'm saying is I'm not able to confirm 100 percent to you right now that I have no issues to take to the board. I did circle back. I've tried to ask again questions that have been objected to previously. I have done that.

And now maybe I missed something, I don't know. I can't confirm 100 percent that I've looked at every one of your privilege objections and your work product objections. There were so many of them that it essentially entails reading the entire transcript and analyzing it again, and you're asking me to do that on short order here.

I'm telling you, I endeavored to do as best as possible there. And so it's an unreasonable ask. I understand the concerns, and I share the goal that you have of minimizing the disputes. I have taken actions to help do that. And now I am done asking questions today. If you have any redirect, please ask.

MR. MOONEY: I don't have redirect. I'll just say again that I think the board expects and, in fact, told us to try to resolve any issues. I don't know if you have an issue. You're not telling me what it is if you do, and so there's nothing more I can do, I guess, to solve the issues, if there is one, if

you're not willing to say any more about it. So, I guess, that's all that I can do.

MR. STACH: Thank you, Ms. Kaiser, for your time.

THE WITNESS: Have a good day.

THE COURT REPORTER: Kyle, do you want a rough or anything?

MR. STACH: Sure. Thank you.

(Whereupon, the proceedings concluded at 2:47 p.m.)

CERTIFICATE OF REPORTER

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

I, Monice K. Campbell, a duly commissioned and licensed court reporter, County of Los Angeles, State of California, do hereby certify: That I reported the taking of the deposition of the witness, Jessica Kaiser, commencing on Thursday, October 9, 2025, at 11:30 a.m.;

That prior to being examined, the witness was, by me, duly sworn to testify to the truth. That I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true, and accurate transcription of said shorthand notes.

I further certify that I am in no way related to any of the parties, nor am I in any way interested in the outcome thereof.

IN WITNESS THEREOF, I have hereunto set my hand in my office in the County of Los Angeles, State of California, this 10th day of October, 2025.

Monice K Campbell

Monice K. Campbell, CCR No. 14171

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