UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

KUBOTA NORTH AMERICA CORPORATION,
Petitioner,

v.

VERMEER MANUFACTURING COMPANY,
Patent Owner.

IPR2025-00168
U.S. Patent No. 9,321,386

Filed: February 18, 2026

PATENT OWNER'S MOTION TO EXCLUDE PETITIONER'S EXHIBITS 1005, 1006 & 1014

I. INTRODUCTION

The Board should exclude Petitioner's Exhibits 1005, 1006 and 1014 under 37 C.F.R. § 42.63(b), Federal Rules of Evidence 602 and 604, and the Consolidated Trial Practice Guide because they are translations of non-English documents, but none contains a sufficient certification of the translation's accuracy as required by the Board's rules. For Exhibits 1005 (Korean), 1006 (Japanese), and 1014 (Korean), Kubota provided identical "certifications" from the same individual—despite the fact that the exhibits are translated from different languages—which fail to state whether the declarant even speaks the source language, let alone that he has the personal knowledge necessary to confirm the translations' accuracy. Because Kubota has failed to carry its burden of establishing the accuracy or reliability of any of its proffered translations, Exhibits 1005, 1006 and 1014 should be excluded.

II. KUBOTA'S TRANSLATION CERTIFICATIONS FOR EXHIBITS 1005, 1006, AND 1014 FAIL TO ESTABLISH THE TRANSLATIONS' ACCURACY OR RELIABILITY.

The Board should exclude Exhibits 1005, 1006, and 1014 because they are translations of non-certified foreign patents that do not contain a certificate of accuracy in compliance with 37 C.F.R. §§ 1.68 and 42.63(b) and Federal Rules of Evidence 602 and 604. Kubota has therefore failed to establish the accuracy or reliability of any of its proffered translations, and they should not be considered.

Several of Kubota's deficient translations are central to its grounds for challenging Vermeer's patent. Exhibit 1005 contains a translation of Korean Patent No. 10-1041996 ("KR996"), which underlies Grounds 1 and 2 of Kubota's Petition. *See generally* Paper 3. Exhibit 1006 contains a translation of Japanese Patent App. 2004-17705 ("JP705"), which also underlies both grounds of Kubota's Petition. *See id.* And Exhibit 1014 contains a translation of Korean Patent No. 10-1023528, which is cited in Ground 1 of Kubota's Petition. *See id.* at 26, 34.

Under 37 C.F.R. § 42.63, Kubota was required to file "a translation of the document into English ***and*** an affidavit attesting to the accuracy of the translation" for each of these exhibits. *See* 37 C.F.R. § 42.63 (emphasis added). For that affidavit to be valid, it must be based on the affiant's personal knowledge and signed under penalty of perjury. *See* 37 C.F.R. §§ 1.68, 42.2. The Federal Rules of Evidence further provide that "[a]n interpreter must be qualified and must give an oath or affirmation to make a true translation." Fed. R. Evid. 604.

Despite these express requirements, Kubota failed to provide a single declaration demonstrating that an individual with personal knowledge of the translation had confirmed its accuracy, as mandated by 37 C.F.R. § 42.63(b). *See also* Fed. R. Evid. 602, 604. Instead, Exhibits 1005, 1006, and 1014 each contain a certificate from the same individual, Takashi Maeshiro, merely stating that "to the best of [Mr. Maeshiro's] knowledge and belief," the "attached text represents a

translation of" the source document, "that the translation was performed by HC Language Solutions, Inc.," and "that the translation represents a true, correct, and faithful translation . . . in a form that reflects the intention and meaning of the original text." *See* EX1005 at 28; EX1006 at 16; EX1014 at 16. In other words, none of the declarations state that Mr. Maeshiro personally performed the translation, that he speaks the source language, or that he otherwise has the skills necessary to confirm each translation's accuracy.

This omission is particularly concerning given that the three documents for which Mr. Maeshiro provided a declaration are translated from different languages—Korean (Exhibits 1005 & 1014) and Japanese (Exhibit 1006). While none of the declarations identify Mr. Maeshiro's role at HC Language Solutions, Inc., his LinkedIn page states that he is the company's COO & Executive Vice President. *See* EX2046 at 1, available at https://www.linkedin.com/in/takashi-maeshiro-97b53b5. On that same profile, Mr. Maeshiro touts skills in "Japanese," "Japanese to English translation," and "Machine Translation," but cites **no proficiency in the Korean language whatsoever**. *See id.* at 5–6. Put simply, Mr. Maeshiro has never attested that he *could* have translated Exhibits 1005 and 1014, let alone that he actually did.

The language in Kubota's "certification" is nearly identical to the one the Board recently excluded in *Google v. 138 East LCD*, IPR2024-00958, Paper 43 at

51 (P.T.A.B. Dec. 18, 2025). There, the declarant similarly stated that the translation "was completed" by the declarant's "office," and that "to the best of [the declarant's] knowledge, the aforementioned documents are a true, full and accurate translation of the specified documents," but never attested that the declarant himself had performed the translation. *Id.* When later deposed, the declarant's supervisor admitted that he did not know who had performed the translation and that he believed the declarant did not himself speak the source language. *See id.* at 52.

The Board ultimately rejected the offering party's argument that "a certification under 37 C.F.R. § 42.63(b) does not need to be signed by someone with personal knowledge," instead noting that "Rule 42.63(b) *requires* that 'an affidavit attesting to the accuracy of the [English] translation' of a foreign language document relied on by a party *must* be filed with the translation" and that "'the Federal Rules of Evidence *shall* apply' to Board proceedings unless otherwise excepted." *See id.* at 52–53 (emphasis in original) (citing 37 C.F.R. § 42.62(a)). The Board further noted that the proceeding "ha[d] moved far beyond the institution phase," so "if the parties had wanted, or needed, to supplement or correct the record in this proceeding, they had ample opportunity to do so." *Id.* at 55. Because the offering party failed to timely supplement its translations with a valid certification or otherwise establish that the declarant had the knowledge necessary to confirm the translations' accuracy, the Board excluded the translations. *See id.* at 50–56.

The same basis for exclusion applies here. Vermeer timely objected to Exhibits 1005, 1006 and 1014 (*see* Paper 19), but Kubota has never served a supplemental certificate or translation for any of those exhibits. The time for correcting this error has therefore passed, and Kubota has failed to meet its burden of establishing that each exhibit was translated by a qualified interpreter (FRE 604), that the declarant signing each certificate of translation has personal knowledge of its accuracy (FRE 602; 37 C.F.R. §§ 1.68, 42.63(b)), or that the document is an accurate translation of an authentic original document. *See*, *e.g.*, *Google*, IPR2024-00958, Paper 43 at 55. Exhibits 1005, 1006, and 1014 should be excluded.

III. CONCLUSION

For these reasons, the Board should exclude Exhibits 1005, 1006, and 1014 because Kubota has not established that the declarant who signed the translation certificates for those exhibits is qualified to translate them or confirm their accuracy, and therefore Kubota has not met its burden of establishing the reliability of those translations.

Date: February 18, 2026.

Respectfully submitted,

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CERTIFICATE OF SERVICE

Under 37 C.F.R. § 42.6(e), the undersigned certified that on February 18, 2026, a copy of the foregoing was served via electronic mail on the following attorneys of record:

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