UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

KUBOTA NORTH AMERICA CORPORATION,
Petitioner,

v.

VERMEER MANUFACTURING COMPANY,
Patent Owner.

IPR2025-00169
U.S. Patent No. 9,321,386

Filed: March 4, 2026

PATENT OWNER'S REPLY IN SUPPORT OF ITS MOTION TO EXCLUDE PETITIONER'S EXHIBITS 1005, 1006, 1011 & 1014

A. Kubota's Translation Certifications Are Insufficient.

Kubota has asked the Board to effectively revoke all of Vermeer's patent rights in a patent portfolio comprising U.S. Patent No. 9,321,386 and four other issued patents. The linchpin for all of Kubota's challenges is a purported translation of a Korean language patent document (KR996, Ex. 1005). Kubota's translation was accompanied by a declaration from Mr. Maeshiro, an executive at HC Language Solutions, Inc.—the company that provided the translations. Here is the operative portion of that declaration:

> I, Takashi Maeshiro, on behalf of HC Language Solutions, Inc., do solemnly and sincerely declare, to the best of my knowledge and belief, that the attached text represents a translation of Korean Patent No. 10-1041996, that the translation was performed by HC Language Solutions, Inc., and that the translation represents a true, correct, and faithful translation from Korean to English in a form that reflects the intention and meaning of the original text.

Ex. 1005 at 28. Similar statements accompanied Exhibits 1006 and 1014.

Three key facts relevant to the Board's analysis of whether to admit this evidence are undisputed: (1) Mr. Maeshiro was *not* the person who translated the document; instead he signed the declaration "on behalf of HC Language Solutions, Inc." and expressly noted that the "translation was performed by HC Language Solutions, Inc." (without identifying whether *a person* prepared the translation and, if so, the identity of that person); (2) Mr. Maeshiro did not state that he is proficient in the Korean language and no evidence of record suggests that he is; and (3) when notified of these problems, Kubota surprisingly opted not to fix them.

Kubota now asks the Board to overlook these problems because the translations are "central to this proceeding." But this does not excuse Kubota's failure to adequately substantiate its translations. Quite the opposite—given the criticality of this evidence to its petition, Kubota's refusal to provide supplemental evidence in response to Vermeer's objections raises serious questions about the provenance of the translations. The fix would have been simple: Kubota could have asked HC Language Solutions, Inc. to provide a new declaration from the person who actually performed the translation. Kubota's failure to do so suggests that this was not a viable option. Even now, when confronted with evidence raising significant concerns about Mr. Maeshiro's ability to translate Korean documents, Kubota attacks the reliability and admissibility of his LinkedIn page, rather than simply providing evidence of his qualifications.

Kubota first attempts to blame its predicament on *Vermeer's* inaction. This argument turns Kubota's evidentiary burden on its head. As the party submitting these translations, Kubota must establish their admissibility. Why would Vermeer take Mr. Maeshiro's deposition when the certificate expressly notes that he did not conduct the translation? As discussed below, the *Google* case did not turn on the fact that Google spent resources taking a pointless deposition of a corporate representative of a translation company who was not the translator.

Second, Kubota claims that Mr. Maeshiro's declaration is sufficient because it includes these words: "the translation represents a true, correct, and faithful translation . . . ." But these are not magic words that guarantee admissibility. The operative rules include the following requirements: (1) that the translator "give an oath or affirmation to make a true translation" (FRE 604), (2) that the declaration "attest[s] to the accuracy of the translation" (Rule 42.63(b)), and (3) that "evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter" (FRE 602). Kubota's declaration fails to satisfy these requirements.

First, Mr. Maeshiro states that he did not personally perform the translation. Therefore, his declaration cannot satisfy FRE 604's requirement that the translator swear to "make a true translation." Second, the declarations fail to provide an adequate basis for the Board to conclude that Mr. Maeshiro possesses the requisite personal knowledge to vouch for the translations. Kubota argues that Mr. Maeshiro's statement is sufficient "evidence that he is personally knowledgeable and qualified to certify that the translations are true and correct." Resp. 5. The actual language of Mr. Maeshiro's statement does not support Kubota's assertion. Mr. Maeshiro merely states that to "the best of my knowledge and belief" that this translation—which he did not perform—is true and correct and that his statements are either true or "believed to be true." Ex. 1005 at 28. Kubota asks the Board to conclude from this highly caveated statement that Mr. Maeshiro independently

translated the references at issue to double check the translations and confirm their accuracy. This is not credible. If Mr. Maeshiro was in fact qualified to translate the references and personally translated them to confirm their accuracy, he easily could (and likely would) have said so. When viewed in light of the evidence submitted by Vermeer (Ex. 2046), Mr. Maeshiro's glaring omission demonstrates that Kubota has failed to provide sufficient evidence for the Board to conclude that he has the requisite personal knowledge needed under FRE 602 and Rule 42.63(b).

B. Kubota's Attempt to Distinguish *Google v. 138 East LCD* Fails.

Kubota contends that the Board's decision in *Google LLC v. 138 East LCD* "confirms that the language in Mr. Maeshiro's attestation…is sufficient." Resp. 6 (quoting *Google LLC v. 138 East LCD*, IPR2024-00958, Paper 43 at 53 (P.T.A.B. Dec. 18, 2025)). Even a cursory review of the Board's opinion shows that the opposite is true. The Board specifically noted that "Mr. Ojeda, who signed the translation certification, does not speak Japanese and did not translate the Japanese document," which "calls into question the veracity of the affidavit signed by Mr. Ojeda and submitted by Patent Owner to comply with 37 C.F.R. § 42.63(b)…."" *Google* at 57. The Board further found it "difficult to reconcile the affidavit of Mr. Ojeda attesting that 'the aforementioned documents are a true, full and accurate translation of the specified documents,' with the testimony of Mr. Ojeda's supervisor, Mr. Wu, confirming that Mr. Ojeda does not speak Japanese, did not

translate the Japanese document into English, and that Mr. Ojeda would not be able to determine whether there were any inaccuracies in the translation because Mr. Ojeda does not speak Japanese." *Id.* Here, the fact that Mr. Maeshiro certified translations from two separate languages—one of which he does not even purport to speak (Ex. 2046)—raises the same doubts.

C. Kubota's Request to Exclude Exhibit 2046 Should Be Denied.

Kubota asks the Board to exclude Exhibit 2046, a copy of Mr. Maeshiro's LinkedIn page. Preliminary questions regarding admissibility, however, are to be made by the Board unbounded by evidence rules. Fed. R. Evid. 104(a); 37 C.F.R. § 42.62. Regardless, Vermeer has submitted supplemental evidence addressing Kubota's authenticity objections (Ex. 2047). And Kubota's hearsay argument lacks merit because Vermeer is not relying on the truth of the LinkedIn page.

D. Kubota Does Not Dispute that Exhibit 1011 Violates Rule 42.63(b).

Exhibit 1011 is a "machine translation" with no certificate of accuracy. Kubota attempts to justify its blatant disregard of Rule 42.63(b) by arguing that experts can consider inadmissible evidence. While this may be so in certain circumstances, it does not justify Kubota's violation of Rule 42.63(b), whose mandate is separate from, and in addition to, the Federal Rules of Evidence.

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For these reasons, the Board should exclude Exs. 1005, 1006, 1011, and 1014.

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Respectfully submitted,

/Richard L. Brophy/

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CERTIFICATE OF SERVICE

Under 37 C.F.R. § 42.6(e), the undersigned certified that on March 4, 2026, a copy of the foregoing was served via electronic mail on the following attorneys of record:

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