

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

APPLE INC.,

Petitioner,

v.

DH INTERNATIONAL LTD.,

Patent Owner.

PTAB Case No. IPR2025-00172

Patent No. 9,022,294

PATENT OWNER'S SUR-REPLY

January 7, 2026

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Cases

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TABLE OF EXHIBITS

Exhibit	Title
1001	U.S. Patent No. 9,022,294 to Gaillard <i>et al.</i> (“294 Patent”)
1002	U.S. App. No. 10/552,912 (issued as U.S. 7,628,333) (“Parent Application”)
1003	Prosecution History of U.S. Patent No. 9,022,294 (“294 Prosecution History”)
1004	Declaration of Michael Buehrer (“ <i>Buehrer</i> ”)
1005	Japanese Patent No. 2003110751 to Suga (“ <i>Suga</i> ”)
1006	International Patent Application Publication No. WO 2001/22662 to Gorsuch (“ <i>Gorsuch</i> ”)
1007	U.S. Patent No. 8,792,454 to Taniuchi <i>et al.</i> (“ <i>Taniuchi</i> ”)
1008	U.S. Patent No. 8,165,559 to Klesper <i>et al.</i> (“ <i>Klesper</i> ”)
1009	Nokia Corporation, Nokia 6136 User Guide, 9252766 Issue 2, copyright 2007 (“ <i>Nokia 6136</i> ”)
1010	U.S. Patent Publication No. 2007/0277120 to Wilson <i>et al.</i> (“ <i>Wilson</i> ”)
1011	Feng Zhang, Vertical Handoff Between 3G Networks and WLANS, copyright 2005 (“ <i>Zhang</i> ”)
1012	Al Sacco, The Eight Hottest Smartphones of 2008, computerworld.com, https://www.computerworld.com/article/1367892/the-eighthottest-smartphones-of-2008.html (“ <i>Sacco</i> ”)
1013	U.S. Patent No. 7,660,854 to Sorotzkin (“ <i>Sorotzkin</i> ”)

1014	U.S. Patent No. 6,671,718 to Meister <i>et al.</i> (“Meister”)
1015	<i>Pending litigation Stipulation (not listed in Declaration)</i>
1016	Nokia N93 User Guide (“Nokia N93”)
1017	JAPANESE Patent No. 2003110751 (Suga) with English Translation
1018	Redline Comparison of Patent Owner’s Preliminary Response and Patent Owner’s Response.
1019	Deposition Transcript of Safwan Zaheer of November 21, 2025
1020	Joint Claim construction Case 2:20-cv-00342
1021	Supplemental Declaration of Dr. Buehrer
1022	Excerpt McGraw-Hill Illustrated Telecom Dictionary (2000)
2001	Declaration of Safwan Zaheer (“Zaheer”)
2002	Prosecution History of U.S. Application No. 10/552,912, U.S. Patent No. 7,628,333 (’333 Patent)
2003	Litigation Tolling Agreement
2004	Safwan Zaheer CV

On Reply, Petitioner incorrectly asserts that a corrected affidavit was submitted in response to the Board's direction. Because a different person signed the "replacement affidavit," the Board cannot rely on the *Suga* reference filed with the Petition as prior art in this IPR. Furthermore, the "data exchange devices" must originate or terminate the data.

I. Suga Japanese Reference.

"When a party relies on a document or is required to produce a document in a language other than English, a translation of the document into English and an affidavit attesting to the accuracy of the translation must be filed with the document." 37 C.F.R. § 42.63. The language of the rule is not permissive. The precise language is "**must be filed with the document.**" Japanese Patent No. 2003110751 ("*Suga*") (Exh. 1005) was filed on October 1, 2001, and published on April 11, 2003, and is in Japanese. Exh. 2001, ¶39. The actual English translation document was dated July 29, 2024 (*see* Exh. 1005, 20). Andrew Raia, Project Manager in the translation company, signed an affidavit attesting "[t]o the best of my knowledge, the aforementioned documents are a true, full and accurate translation of the specified documents." Exh. 1005, 20. The affidavit of Andrew Raia failed to attest to the translation's accuracy.

In the Decision to Institute (DI), the Board noted in footnote 6, that "Patent Owner correctly notes the Japanese-to-English translation certification of Ex. 1005

at page 20 is non-compliant.” DI, p.18, fn.6. The Board gave Petitioner 10 business days from the date of the DI to file a translation “affidavit” or sworn declaration” pursuant to 37 C.F.R. §§ 1.68, 42.63(b). The Board cited *Hengdian Group DMEGC Magn. Co. v. Hitachi Metals, Ltd.*, IPR2017-01312, Paper 14, 2 (PTAB Jan. 3, 2018) (‘order[ing] Petitioner to file satisfactory affidavits attesting to the accuracy of the translation within 10 business days of the Decision’).

In *Hengdian*, Paper 14, the issue was the late filing of updated affidavits. The DI in IPR2017-01312 in footnote 2, indicated that “the translator certificate does not warn the translator “that willful false statements and the like are punishable by fine or imprisonment, or both.” The issue in *Hengdian* was not the person who signed the certificate, but the language of the certificate. IPR2017-01312, DI, Paper 7, p. 6. The translator certificate was signed by “Toyu Yazaki” and stated, “I declare under penalty of perjury under the laws of United States that the foregoing is true and correct.” IPR2017-01312, Ex. 1006, p1. The Board has some assurance from Toyu Yazaki, that the originally filed translation was accurate and if called to testify, would testify to the same. Most importantly, Toyu Yazaki signed the corrected translation certificate. IPR2017-01312, Ex. 1027, p. 1.

The issue before the Board is that the Suga reference included a certificate signed by someone who did not testify and could not testify that *Suga* was an accurate translation. Additionally, the “corrected” certificate was signed by a

different person. Therefore, the Board improperly relied on a reference that was not established as prior art at the time of the Institution Decision, and since a certificate from a person who could testify to the validity of the translation was not submitted with the petition, the certificate carried no weight and did not meet the requirements of 37 C.F.R. §§ 1.68, 42.63(b).

	<i>Hengdian</i> IPR2017-01312	This IPR IPR2025-00172
Foreign Reference:	63-33505 Japanese Patent	2003-110751 Japanese Patent
Original Translation Certificate:	Ex. 1006	Ex. 1005
Is the original translation certificate compliant with the required language for the affidavit?	NO	NO
Original Translation Certificate Signer:	Toyu Yazaki	Andrew Raia
Indication of personal knowledge of the accuracy of translation?	YES	NO
Corrected Translation Certificate:	Ex. 1027	Ex. 1017
Corrected Translation Certificate Signer:	Toyu Yazaki	Frank McGee
Signed by the same person?	YES	NO

The current fact pattern differs from *Hengdian*, where a corrected certificate was filed to include additional language by the person who could testify to the

original translation's accuracy. Patent Owner acknowledges that the board made the proper decision in *Hengdian*, as the person who signed the certificate could testify to its accuracy as of the Petition's filing date. However, in the current IPR, the Petitioner filed a replacement certificate signed by a different person that includes the required language. Petitioner improperly called their filing a correction in their Reply, rather than a replacement certificate. *See* Reply, p. 1.

The Petitioner makes the statement that “Nothing in 37 C.F.R. § 42.63(b) requires that a noncompliant affidavit be ‘corrected’ by the same declarant.” Reply, p. 2. In general, that may be true, but the person signing must have personal knowledge of the document's accuracy. *See* 37 C.F.R. § 42.63(b). According to his affidavit, Mr. Andrew Raia did not have personal knowledge of the translation's accuracy; he only stated that “[t]o the best of my knowledge.” *See* Exh. 1005, p.20.

Petitioner admits that the corrected affidavit is signed by the translator, who can attest to the accuracy of the *Suga* translation. Reply, p.1. That also means the Petitioner admits that the original signed affidavit was from a person who did not perform the *Suga* translation or was unable to attest to its accuracy. Because the document is not simply a correction, but rather improper new matter in this IPR filed after the Petition was filed, it must be excluded. The Board improperly relied on a reference that was not Prior art when making its decision to institute this proceeding.

II. Data exchange devices need to originate or terminate data

Petitioner asserts in § V.d of their Reply (see Reply, p. 20), that data exchange devices need not originate or terminate data. The independent claims require two transceivers and a cue receiver. Claim 9 states that “said second data transceiver comprises a communication network transceiver for a wireless communication network that represents said second communication link, with one of a remote terminal and a combination thereof.” Therefore, the second data transceiver is for communication with the wireless communication network. This would have to be the same for claim 1, since claim 9 narrows claim 1. Therefore, the reception of an activation command on any of the other receivers is not from the wireless communication network. So, the data exchange device originates or terminates data using one of the other receivers, as the second receiver is a communication network transceiver.

Similarly, with claim 11, a direct link occurs with the first data transceiver and “the second data transceiver being for exchanging data between said electronic circuit and said second data exchange device through a communication network that is distinct from said direct link.” Exh. 1001, 21:1-8. The direct link is distinct from the communication network, which an access point would be part of.

Furthermore, Figure 4 depicts a network 106 and all the devices of the '294 Patent communicate directly or through the network. A POSITA would have known

an access point would be part of the network 106, and not the devices being communicated with 108, 110, 109, 104, and 112. Patent Owner is not reading into the claims, claim limitations, but instead reading the patent in view of what a POSITA would have understood, viewing the figures, and reading the specification.

III. CONCLUSION

The Suga reference was not adequately established as prior art at the time of filing the IPR and should be excluded from the proceeding. As set forth in Patent Owner's POPR, POR, and above, none of the cited prior art, either alone or in combination, includes all of the limitations of any of the claims, and therefore, the patentability of the '294 Patent should be confirmed.

Respectfully submitted,

January 7, 2026

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***Counsel for Patent Owner
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CERTIFICATE OF SERVICE

Pursuant to 37 C.F.R. § 42.6(e), the undersigned certifies service of Patent Owner DH International Ltd. served this Patent Owner's Sur-Reply on the counsel of record for Petitioner Google LLC by filing this document through the P-TACTS, as well as delivering a copy via electronic mail to the following:

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Date: January 7, 2026

By: /s/ Robert Hart
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CERTIFICATE OF COMPLIANCE

This Petition complies with the type-volume limitations as mandated in 37 C.F.R. § 42.24, totaling 1,264 words. Counsel has relied on the word count feature provided in Microsoft® Word for Mac Version 16.86.

Dated: January 7, 2026

By: /s/ *Robert Hart*
Robert Hart