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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ENTEGRIS, INC.,

 Petitioner

 V IPR 2025-00267

INPRIA CORP.,

 Patent Owner

Transcript of proceedings

Board Conference

Held Telephonically

Wednesday, December 3, 2025

1:03 p.m. ET

BEFORE:

CHRISTOPHER KAISER, DAVID COTTA and

DEBRA BENNETT,

Administrative Patent Judges

Job No.: 611477

Pages 1 - 53

Reported by: Dianna C. Kilgalen

1 Transcript of proceedings in the above-
2 captioned matter, conducted telephonically with
3 all parties attending telephonically.
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8 Pursuant to agreement, before Dianna C.
9 Kilgalen, Notary Public for the State of
10 Maryland.
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A P P E A R A N C E S

ON BEHALF OF THE PETITIONER:

ELIOT D. WILLIAMS, ESQUIRE

KATHARINE BURKE, ESQUIRE

BAKER BOTTS, LLP

700 K Street, Northwest

9th Floor

Washington, DC 20001-5692

202.639.1334

ON BEHALF OF THE PATENT OWNER:

MICHAEL WOLFE, ESQUIRE

DANIEL ZEILBERGER, ESQUIRE

PAUL HASTINGS, LLP

2050 M Street, Northwest

Washington, DC 20036

202.551.1700

1 JUDGE KAISER: I think what we have on
2 the table is a request from Patent Owner for
3 authorization to file a motion for discovery, I
4 guess a petition for additional discovery. Maybe
5 I'm wrong about that.

6 And you've proposed a few topics to the
7 parties, but the panel thought it would be
8 helpful to discuss. But I will leave it up to
9 you to determine how to use your time. So I
10 guess since it was served, Patent Owner triggered
11 it, let's have you go ahead, Mr. Wolfe, and
12 please give us kind of what you are looking for
13 and why it would be a good idea.

14 MR. WOLFE: Absolutely, your Honor.
15 Thank you for the opportunity.

16 Just to start us off, there has been a
17 lot of preinstitution briefing in this case. We
18 think what Entegris doesn't say is pretty telling
19 to the RPI issue.

20 Inpria has argued and pointed to
21 evidence that shows that Lam is an unnamed RPI
22 because they are under the standard for RPI under

1 EIP. They are clear beneficiaries, has a
2 pre-existing relationship with Entegris.

3 Now, Entegris has countered by saying
4 that Entegris isn't an RPI in the District Court
5 litigation with Lam. That is not exactly the
6 right inquiry.

7 And for Lam's involvement regarding this
8 IPR decision, Entegris is only providing a legal
9 conclusion that Lam isn't an RPI, and that is not
10 sufficient when Entegris' RPI identification is
11 called into question as it has been here.

12 For instance, Entegris hasn't argued
13 that Lam provided no input into the decision to
14 file and in the preparation of the IPR petition,
15 let alone introduce evidence which is a
16 declaration or an affidavit showing that.

17 Instead, Entegris only carefully worded
18 as an argument that Lam now, quote, has no
19 control, for instance, before this board. That
20 doesn't speak to Lam's involvement in the filing
21 and preparation of the decision.

22 And why we are raising all of this is

1 because RPI really matters here. As the board is
2 aware, the new director has issued a memo on
3 October 28th that designated precedential Corning
4 Optical, which for the record is IPR2014-00440.
5 That is paper 68, six-eight.

6 And his memo indicated that RPI is
7 something that should be considered at the outset
8 at the institution stage. And under Corning
9 Optical, for instance, at page 23 of paper 68, a
10 petition should be given a new filing date under
11 Rule 42.106 if the RPI is amended, and if Lam was
12 to be added now, the petition would be time
13 barred.

14 So all of that is sort of just laying
15 the groundwork as introduction, and as your Honor
16 suggested, there where a few topics that
17 thankfully were in an e-mail that we plan to
18 cover now.

19 First, what evidence currently exists to
20 suggest that discovery would be likely to lead to
21 further evidence that Lam should have been named
22 as a Real Party-in-Interest in the petition.

1 So for this one, your Honors, the
2 evidence really are the things that we pointed to
3 in our last paper, paper 19, which is our I
4 believe supplemental surreply, which is mentioned
5 in the board's second point. I will just cover
6 some of it here now.

7 First and foremost, I think we know that
8 there are all the least some communications
9 between Entegris and Lam regarding this IPR. How
10 do we know that is because Entegris quickly
11 obtained and filed in the IPR an e-mail that was
12 sent only to Lam's counsel. So we know that
13 there has been some communication that exists.

14 Second, if we are looking at the
15 relationship between Entegris and Lam, we know
16 that they are in what was called a strategic
17 collaboration regarding the subject matter of
18 this IPR. That is in the 2028 that we filed.

19 Since then in some of the preinstitution
20 briefing, Entegris has admitted that it supplied
21 those chemistries to Lam that were implicated by
22 Inpria's infringement allegations. Typically, in

1 such, quote, prior relationships, there are legal
2 agreements outlining the responsibilities and, as
3 relevant here for the RPI inquiry,
4 indemnification regarding legal proceedings which
5 would inform whether or not Lam was an RPI.

6 We think those alone are enough to grant
7 discovery, but there are other indications here,
8 too. For instance -- and these are the ones that
9 we listed in our paper 19.

10 For instance, that Entegris and Lam went
11 to the work of challenging Inpria's patent and
12 conveniently filed at the same time just within
13 days of the date of bar date an IPR petition
14 challenging a non-overlapping set of patents.

15 Second, Entegris's IPR was also
16 incorporated into Lam's invalidity contention.
17 Now, I understand that they argue they have no
18 control over what Lam did. So I think that
19 that's an unusual step that shows the closeness
20 of the relationship between Entegris and Lam.

21 And then finally, Lam and Entegris
22 invoked a common interest privilege. So I think

1 those things speak to the board's first point
2 regarding what evidence exists that would lead to
3 further evidence.

4 If there are no questions there, I would
5 like to go to point two, the conclusions, if any,
6 that should be drawn from that evidence. I think
7 at a minimum this shows that we should get at
8 least a motion for discovery.

9 Here Inpria has shown some evidence
10 indicating that Lam is an unnamed RPI, and as a
11 Federal Circuit precedent in Worlds v Bungie,
12 which is 903 F.3d 1237, it means that the board
13 cannot rely on Entegris' bold assertion that Lam
14 isn't an RPI, and it's Entegris' burden, not our
15 burden, to prove they correctly named the RPIs.

16 For discovery, this goes back to one,
17 the likelihood of discovering something useful.
18 And in terms of usefulness, there is a court case
19 called Volkswagen verse Arigna, A-R-I-G-N-A,
20 which is IPR2021-01263, which is at paper 16, and
21 that is at page 6 of paper 16, listing what it
22 calls the IES effect.

1 What it's talking about there is whether
2 or not the things that we are seeking in
3 discovery would be useful, and it would be useful
4 to the RPI inquiry under a number of those
5 factors including, for instance, number 4, the
6 unnamed party's relationship with the petitioner,
7 number 9, evidence of communication between the
8 petitioner and the unnamed party. We do think
9 that we know this evidence exists and that it
10 would be useful.

11 Turning next to number 3, the nature of
12 any coordination or cooperation between Entegris
13 and Lam regarding the preparation and filing of
14 the petition. Your Honors, we can't really
15 answer this one. That one goes to governing
16 factor 3, the ability to generate equivalent
17 information.

18 But we know that the timing is suspect
19 in terms of the filing of this IPR with Entegris
20 previously citing, as we noted in our paper 19,
21 they previously cited the 903 application in the
22 IES 2022 but they held off challenging it until

1 the eve of Lam's bar date. Turning next to --

2 JUDGE KAISER: Mr. Wolfe, this is Judge
3 Kaiser again. Can I just interrupt you for a
4 minute on that point? I have a question there
5 about the extent to which coordinated timing of
6 the filing of multiple petitions by multiple
7 parties suggests or shows something more than
8 that, which would be something like control over
9 the content of the petition that was filed here.
10 Is there any like case law that supports that
11 view?

12 MR. WOLFE: I'm not -- because this is a
13 very fact sensitive inquiry, it also takes into
14 account equities in each of the cases, sometimes
15 it gets into very detailed factual recitations.
16 I'm not aware of a case directly on point in
17 terms of that.

18 But I would say in terms of showing
19 their relationship and in terms of communication
20 between them in terms of coordination, that leads
21 to a likelihood that something useful would be
22 uncovered under the Garmin factors. I think that

1 is what is there.

2 JUDGE KAISER: Okay. Thank you.

3 MR. WOLFE: I would say one more point
4 about that in terms of Entegris' response about
5 why they have the eve of Lam's filing date
6 deadline. I think that tends to show that there
7 really is an RPI issue here that they recognized
8 before filing their petition.

9 Their excuse for doing that was that we
10 recognize that this would be a argument that
11 Patent Owner was going to raise. And under then
12 binding precedent, it only -- RPI was only an
13 issue if it was time barred. That is why they,
14 according to them, were trying to avoid that.
15 And I think that's what their response was on
16 that front.

17 The docket shows that Entegris was
18 actually aware that there was an RPI issue and
19 that is why they did what they did to avoid the
20 dispute of RPI. I think that that is extremely
21 relevant.

22 And if there weren't any more questions

1 for number 3, I can turn to number 4. So looking
2 at number 4, the timing -- this one is a bigger
3 one, the timing of any discovery motion, the
4 collection of discovery itself and follow-on
5 supplemental briefing regarding the RPI depending
6 on what the discovery uncovers.

7 So for the discovery motion briefing
8 timing, we put something forward in our e-mail to
9 the board, but we are very aware that, you know,
10 timing is tight with the deputy director, the
11 hearing decision being that the institution
12 decision needs to come down within 60 days of
13 that decision, which I think pegs it at December
14 30th.

15 And for -- sorry. To step back, the
16 citation is paper 10 at 9 where Entegris was
17 explaining why it filed the IPR before the bar
18 date.

19 Okay. And then getting back to the
20 discovery motion timing, we understand it's very
21 tight and we sort of had proposed a sort of
22 standard one week, one week, and then a reply.

1 But we think we can shorten that to within four
2 business days of the board's authorization and
3 hopefully it can be quick, and then a response
4 four days later, and then a very quick, you know,
5 two-page reply two days later. We think that is
6 appropriate for discovery briefing timing.

7 Then regarding the collection of the
8 discovery itself, I will take that in two pieces.
9 First is sort of what are we looking for? What
10 is the discovery? That sort of lends to how
11 quickly they can do it.

12 We are very narrowly looking at a couple
13 of things. First would be the relevant agreement
14 between Entegris and Lam, specifically, common
15 interest agreement, manufacturer/supplier
16 agreement, and very specifically, whether they
17 mention exclusivity in terms of the subject
18 matter of this IPR or indemnification.

19 Those are likely to exist because
20 Entegris has admitted that it provides those
21 chemistries to Lam which are the subject of the
22 prior District Court proceeding. That is one

1 category, the agreement.

2 Second would be communication between
3 Entegris and Lam regarding the IPR both before
4 and after it was filed, either likely to exist
5 because as we mentioned earlier, Entegris
6 admitted to being in communication with Lam
7 through at least the request in Inpria's e-mail.
8 That hasn't been filed with the board and we
9 don't have any visibility on that. We know that
10 there is some communication that exists.

11 Those are the two things that we would
12 be looking at. We think they are fairly narrow
13 and targeted to the specific and real issue of
14 Real Party-in-Interest.

15 In terms of the timing, we think it
16 should be fairly straightforward to pull together
17 those limited set of documents, because they are
18 narrowly tailored to this issue of RPI. And
19 Entegris in its briefing has sort of distanced
20 itself from Lam. So if, in fact, there are not a
21 lot of documents, it should be fairly
22 straightforward to pull them together.

1 But on the other hand, if there are
2 massive amounts of information that will take a
3 lot of time to sort through in communication, I
4 think that itself is pretty telling to the RPI
5 inquiry, that they are going back and forth
6 discussing that much about the IPR.

7 So in conclusion for the section about
8 timing of discovery motion, the discovery and RPI
9 disputes, I mean, I think the third one we would
10 have to sort of piece what things go -- how
11 things go before we can say what we can say about
12 RPI.

13 And just in conclusion for all these
14 reasons, we are going to request that the board
15 grant the filing of a motion to limited discovery
16 as to the RPI status of Lam, or alternatively,
17 grant us discovery now on the call. That way we
18 can get this ball rolling, because we are very
19 aware that the timing is tight.

20 That is all I have, your Honor, unless
21 there are questions.

22 JUDGE KAISER: Okay. Thank you. I

1 don't think I have any questions at this point.
2 Let me hear from Mr. Williams, if you are going
3 to speak on behalf of Petitioner, any response to
4 what Mr. Wolfe went through there.

5 MR. WILLIAMS: Sure. I will be
6 speaking. This is Eliot Williams again. There
7 is obviously a lot to say in response to that.
8 I'm just going to try to limit my comments to the
9 things I think are most relevant for purposes of
10 today.

11 The first thing I would point out is
12 Inpria did take discovery from Entegris in the
13 District Court. They sent document requests and
14 deposition subpoenas which we complied with.
15 They took the deposition of Mr. Reddy, and it's
16 notable that they got no evidence from that
17 proceeding that they are presenting to the board
18 here to try to show there is anything more they
19 will be able to get in discovery in this
20 proceeding that may be relevant to any of issues
21 in the case.

22 The second thing I would say is there is

1 really no reason to slow down the institution
2 decision now for the discovery issue. As you
3 know, Petitioner has been waiting almost a year
4 now since filing of petition to grant a
5 institution decision.

6 I think this discovery issue would be a
7 side show. If there is really a Real Party-in-
8 Interest issue that they are concerned about, we
9 don't see why it can't be raised after
10 institution.

11 The next thing I want to address is so
12 the actual discovery request itself which we
13 still haven't seen. I mean, I heard Mr. Wolfe
14 articulate some things on the phone today.

15 The first one he articulated had to do
16 with relevant agreements. I don't even know what
17 those are that he's referring to. It sounded
18 quite broad. It didn't seem to have a time
19 limitation in it.

20 So I don't know if he's looking for
21 ongoing supply agreements with Lam or he is
22 limiting that to some particular time period.

1 But it's difficult to assess exactly what he is
2 asking for to respond in any more detail now.

3 In terms of any documents reflecting
4 communications relating to the petition, that
5 will be pretty easy, because e can represent to
6 you now there are none. There were no documents
7 or communications about the petition before the
8 IPR was filed, and all that happened after the
9 IPR was filed is that we had to reach out to Lam
10 in order to get the documents that the Patent
11 Owner should have put before the board from the
12 District Court case, their claim assertion to
13 address arguments that the Patent Owner had made
14 a discretionary file brief.

15 That is the discovery request period to
16 comply with because there is going nothing.

17 Just on merits, I have a few things.

18 JUDGE KAISER: May I interrupt you --

19 MR. WILLIAMS: Okay.

20 JUDGE KAISER: -- for a minute there?
21 What about this e-mail that allegedly was sent
22 to -- just to Lam, I guess, and then somehow it

1 ended up in Entegris' hands and got filed in this
2 case?

3 Is there -- like how did that -- you are
4 free to talk about that. How did that happen?

5 MR. WILLIAMS: Yeah. That is what I
6 alluded to earlier. So we reached out to Lam's
7 counsel to ask -- it was clear from the District
8 Court docket that the Patent Owner was going to
9 need to narrow certain claims by a certain date
10 at the District Court.

11 That date passed. We didn't see any
12 further documentation on the docket. So we asked
13 Lam's counsel for that, for that document, which
14 they gave us. As we suspected, it reflected no
15 production claims that were relevant to the
16 current issues raised in this proceeding
17 regarding discretionary filing.

18 So that is the answer. I think that is
19 the answer to your question, your Honor. In
20 terms of what the nature of that communication
21 was, I think it was a phone call to their counsel
22 and response back with an e-mail which we filed.

1 JUDGE KAISER: Okay. Okay. I think I
2 understand. Thank you.

3 MR. WILLIAMS: Just rolling back for a
4 second to kind of the bigger issue here, what's
5 going on. First to be clear, again, Lam had
6 absolutely no involvement in our decision to file
7 this IPR. They had no involvement in any
8 petition drafting, did not sponsor, control in
9 any way the petition or this proceeding.

10 The same is also true, on the other
11 hand, for the District Court proceeding, where,
12 you know, Entegris had no control over the
13 District Court proceeding.

14 We did supply a component that is
15 accused --- was accused of infringement. A
16 component is probably not the right word. A
17 composition that was accused of infringement in
18 that proceeding because we supply that to
19 downstream customers of Lam.

20 So as I indicated, we were to some
21 extent involved as a fact witness in those
22 proceedings. So we had no indemnity obligation.

1 There was no request for indemnity. We had no
2 ability to litigate in that proceeding.

3 We have made this very clear from the
4 beginning and that it appears to be true as
5 reflected by the fact that we still don't even
6 know what the agreement actually says between Lam
7 and Inpria, which I want to come back to in just
8 one second.

9 But the timing issue, I can address
10 that, explain why we -- why we filed when we did.
11 It's was very simple. We recognized that Lam
12 would have a bar date. We recognized that our
13 supply of this composition that was accused in
14 that case raised the issue of privity that we
15 would have had to litigate in this proceeding.

16 So to avoid the need for frankly this
17 kind, we filed before Lam's bar date so it would
18 be non-issue. That is why we filed when we did.
19 It had nothing to do with any direction from Lam
20 or control or coordinated action.

21 There is just nothing there that's going
22 to be found, because there is nothing there to be

1 found. The parties had no interaction with each
2 other about that whatsoever.

3 The argument is really at this point
4 nothing that would justify any Garmin factors,
5 discovery under any Garmin factors. We think in
6 terms of what I heard today, the request for
7 discovery is overbroad, for sure.

8 None of the other factors favor Patent
9 Owner here as well. I will argue in further
10 briefing on this issue. I think it would be a
11 waste of time for everybody involved.

12 I don't think there is really anything
13 else I needed to address. Oh, I do want to come
14 back to one thing. If there is going to be
15 discovery, I think we would ask for the
16 settlement agreement between Lam and the Patent
17 Owner, because it's very likely to reveal that
18 Lam has no interest in this proceeding, which
19 would further confirm that as of the time of the
20 institution (indecipherable).

21 So unless the board has any other
22 questions, that is really all I intended to

1 address.

2 JUDGE KAISER: One question. You
3 brought up the issue of what might appear to an
4 outsider to be sort of coordinated filing of IPRs
5 by Lam and Entegris. And I -- can you explain
6 sort of the timing issue?

7 It sounded like Patent Owner also is
8 concerned about the fact that the patent
9 challenged or the claims challenged were not
10 overlapping which might suggest some sort of
11 coordination, some sort of coordination of
12 effort, not just sort of oh, we are going to file
13 on this date, and I wondered if you could speak
14 to that.

15 MR. WILLIAMS: Yeah. I mean, I'm not
16 sure I totally understood Patent Owner's point
17 there, but I will address the claim overlap
18 issue.

19 First of all, with respect to the
20 asserted patents in the litigation, there are
21 obviously more patents at issue in that
22 litigation than we are challenging. The reason

1 for that is because this is the only patent that
2 is directed to a product that Entegris sells.
3 The other claims seem to be related to
4 manufacturing tools which is not our business.
5 Our business is these products or compositions.

6 This is the only patent that is
7 relevant. To us in terms of which claims we
8 targeted in the petition, that was based on our
9 review of the claims and their relevance to the
10 products that Entegris sells.

11 So that is how we came to the claims
12 that are challenged here. Is that what you are
13 asking, your Honor?

14 JUDGE KAISER: Yes, I suppose. I mean,
15 I guess I'm not familiar enough with what IPRs
16 Lam filed related to this now-settled District
17 Court matter. And it may just be as simple as
18 sort of your products are only involved with this
19 particular patent.

20 But I guess that doesn't quite answer
21 the question of -- that explains why you only
22 challenged one patent, and maybe Lam had others

1 that it was interested in challenging.

2 But I guess it doesn't necessarily
3 answer the question of why didn't Lam also
4 challenge this one.

5 Was there some sort of coordination
6 between Lam and Entegris, that you were going to
7 handle this one because of indemnification
8 responsibilities or because it was important to
9 you because you were potentially on the hook for
10 infringement here and they knew that somehow,
11 and, therefore, opted not to also file their own
12 petition challenge in the same patent.

13 MR. WILLIAMS: Yeah. Yeah. Well, I
14 mean, the answer is we have no idea why Lam did
15 or didn't do what it did. It did not, as far as
16 I can tell, challenge this patent in the IPR. I
17 don't know why.

18 All I can tell you for sure is that we
19 know that it was not because of any the
20 coordination between Entegris and Lam. So that
21 is the answer.

22 Entegris picked the patent, picked this

1 patent and picked the claims it challenged
2 because of its own assessment of the
3 applicability of these patents to its potential
4 products, and that's how we got to where we are.

5 What Lam did with their strategy, we
6 have no idea why they did what they did or why
7 they didn't do what they didn't do.

8 Again, I will reiterate there was
9 discovery taken in the District Court action. I
10 will tell you that there was never ever a request
11 for indemnity made by Lam to us or vice versa.
12 And presumably, if there was evidence of that, it
13 would have been found in the District Court and
14 it would be paraded in front of you right now,
15 but it's just not there.

16 JUDGE KAISER: Were there any supplier
17 agreements produced in District Court?

18 MR. WILLIAMS: I -- the answer to that
19 is yes. I don't know how many.

20 JUDGE KAISER: Okay. And they -- I
21 mean, to the extent that you know --

22 MR. WILLIAMS: Well, actually, hang on.

1 I should clarify.

2 JUDGE KAISER: Go ahead.

3 MR. WILLIAMS: I was just going to say,
4 your Honor, you used the word supply agreements,
5 and the nature of the supply chain is a little
6 complicated. So if we use the words supply
7 agreements, it just generally means an agreement
8 regarding, you know, conveyance of those
9 products.

10 As I understand it, those agreements
11 were produced.

12 JUDGE KAISER: And yeah, because you
13 said you supply your products to Lam's downstream
14 customers rather than to Lam itself. Is that --
15 did I understand that right?

16 MR. WILLIAMS: I don't know if I said it
17 quite -- I don't know if I said it that way.
18 What you said is generally true. I think there
19 was some supply to Lam, but that would have been
20 for Lam's internal for testing purposes, not
21 necessarily for manufacturing of, you know, the
22 devices that get manufactured using this

1 technology.

2 JUDGE KAISER: Okay. Okay. I see.

3 MR. WILLIAMS: I mean, in general, yeah,
4 the market for this product is the downstream
5 customer, it's not -- it's not to Lam.

6 JUDGE KAISER: Right. So I guess for
7 our purposes, the important agreements would have
8 been not between you and Lam's customers but
9 between you and -- between Entegris and Lam. And
10 there were some of those produced potentially in
11 District Court?

12 MR. WILLIAMS: Yes. Oh, yes, for sure.

13 JUDGE KAISER: And then I guess the
14 question, is to the extent you know, like is
15 there indemnity language in those agreements
16 that, you know -- what I'm trying to get at sort
17 of is the issue of the language of the indemnity
18 agreement.

19 That is important for figuring out the
20 degree of control or lack of control that there
21 is by a third party.

22 And so like that is a standard part of a

1 lot of supply agreements, to have some sort of
2 indemnification clause. So it wouldn't surprise
3 me if it were there, but I guess if it's not
4 there --

5 MR. WILLIAMS: The answer is I don't
6 know because I haven't reviewed the document
7 myself. What I know for sure is that there was
8 no request for indemnification made. There was
9 no indemnification tendered for the litigation.

10 But it is possible. I just don't know
11 if there was an indemnification term in any
12 agreement between Lam and Entegris. I also don't
13 know which direction that would have gone.

14 JUDGE KAISER: Okay. I don't think I
15 have any more questions for you, Mr. Williams.
16 Let me ask Mr. Wolfe, do you have anything
17 briefly in response?

18 MR. WOLFE: Yes, your Honor. Thank you
19 for the opportunity. I would say the point of if
20 there was material in the District Court, maybe
21 waving it all in front of our faces, the requests
22 were made before the IPR was even filed, and

1 there was a deposition that occurred in which
2 counsel for Inpria was asking these questions
3 about the IPR and they were shut down during the
4 deposition.

5 So in terms of them saying no, they had
6 the chance before, they shouldn't get it now I
7 don't think is quite accurate. So from what I
8 sort of heard -- Entegris shut it down. Right.
9 Sorry. It wasn't shut down by our party.
10 Entegris shut it down and now they are saying we
11 should have gotten it earlier.

12 And so in terms of what it seems that I
13 heard from counsel was that according to them,
14 you know, and this is all attorney argument
15 because there is no evidence, there are no
16 communications between Entegris and Lam regarding
17 the IPR except for the one where I guess they
18 called them up and Lam sent them the e-mail.

19 You know, if that is the case, it should
20 be very minimally burdensome to produce that if
21 there is no other relevant communication. And in
22 terms of the agreement, I think the only sort of

1 objection I heard to that was it was overbroad
2 and I'm not exactly sure what they are talking
3 about.

4 But those have been produced, as counsel
5 said, in the District Court proceeding. I do
6 want to be careful because there is a protective
7 order in place in the District Court proceeding.
8 In fact, I have been frankly more on the IPR side
9 of things, just to be cautious.

10 And so all of this goes to in terms of
11 whether it's burdensome for them to produce here
12 something they have already admitted that they
13 have produced and might have indemnity
14 obligations, I think that that minimizes the
15 burden and should be granted.

16 But also in terms of what the IPR
17 inquiry is about, they are mentioning no actual
18 control. I think it's broader than that in terms
19 of opportunity to control.

20 And like Judge Kaiser was mentioning,
21 you know, often it's the language of such
22 indemnity obligations that determines whether or

1 not they had an opportunity to control the
2 litigation, because if they are going to be on
3 the hook for the money, they will want to control
4 that sort of thing.

5 So I think that all of that leads to
6 that the discovery should be granted here even if
7 Entegris thinks it's a very narrow set of
8 documents, which we might agree. It might be a
9 narrow set of documents.

10 And that is all I have.

11 JUDGE KAISER: Okay. Thank you very
12 much. Let me place everyone on hold here and go
13 off and talk with the other members of the panel
14 for a few minutes. And I will come back
15 potentially with more questions, but probably
16 with a plan for how we can move forward here.

17 Actually, before we do that, let me ask
18 one other question here. Mr. Williams, are you
19 prepared to say whether Petitioner would object
20 to producing the agreements that have already
21 been produced in the District Court? If we were
22 to order something along those lines, is there an

1 objection to producing them?

2 MR. WILLIAMS: Is there an objection?

3 The one that jumps out at me is I'm going to
4 be -- I don't know how -- I don't know if those
5 are actually at our fingertips, because that case
6 is settled. So I'm sure we can get them again.
7 It's just a question of timing.

8 The second issue is just one of the
9 protective order. I don't recall what level of
10 confidentiality our client would want to
11 designate, whether the board's default protective
12 order would be sufficient.

13 So those are the two things that I would
14 have to address. But in principle, the answer is
15 no. We can produce them. It's just a question
16 of timing and the protective order resolved.

17 JUDGE KAISER: Right. I mean, I guess
18 there is one -- one way we could proceed is to
19 sort of get briefing on a motion for additional
20 discovery and decide whether there is enough
21 there to warrant that discovery you are looking
22 for.

1 And, you know, if we end up deciding
2 that we think that discovery is warranted, then
3 we can order you to produce it. But then we
4 could obviously address the timing and protective
5 order issues as well at that point.

6 But the other option is, you know, I
7 suppose you could just agree to produce them
8 again.

9 And if that were to happen, if you could
10 agree to produce them obviously, you know,
11 subject to resolving the other issues.

12 MR. WILLIAMS: Yeah. I hear what you
13 are saying. I suspect that if we meet and confer
14 with opposing counsel, we might be able to make
15 some progress on that point.

16 JUDGE KAISER: Okay. Yeah. Let me --
17 let me discuss with the panel here and see
18 what -- what we are thinking on this. But I
19 appreciate your willingness to at least entertain
20 the idea of going down a road that would save a
21 little bit of time here.

22 MR. WILLIAMS: Yes.

1 (Thereupon, there was a recess taken at
2 1:41 p.m.)

3 (Thereupon, the proceedings were resumed
4 at 1:46 p.m.)

5 MR. WILLIAMS: Okay. This is Judge
6 Kaiser. I'm back. Do we still have Mr. Williams
7 on the line?

8 MR. WILLIAMS: Yes.

9 JUDGE KAISER: And Mr. Wolfe?

10 MR. WOLFE: I'm here, your Honor.

11 JUDGE KAISER: Okay. So it sounds to
12 the panel as though there's, you know, some
13 evidence that, read the right way, you know,
14 could be seen as I will use the word suspicious
15 only because I can't come up with a better one at
16 the moment. Yeah.

17 There are, you know, perfectly
18 reasonable explanations that do not involve Lam
19 being an RPI and there are potentially do involve
20 Lam being an RPI that are consistent with that
21 evidence.

22 So our thought is were we to brief and

1 consider a motion, we would be likely to grant it
2 if not for the timing issue which is obviously a
3 big stumbling block here.

4 And so I think, Mr. Williams, your
5 on-the-record statement that there aren't any
6 relevant communications that could be produced in
7 response to a request for those communications
8 probably is sufficient to take care of that
9 issue.

10 But I do think probably Patent Owner
11 deserves the opportunity to take a look, under
12 whatever appropriate protective order we want to
13 put in place, at the supplier and/or common
14 interest agreement between Entegris and Lam.

15 And I think we would limit those to sort
16 of the time frame between when the District Court
17 suit was filed and when the petition here was
18 filed.

19 And so I wonder if we can't get the
20 parties to agree to produce those in some fairly
21 timely fashion that would allow, you know, Patent
22 Owner to take a look and, if warranted, put

1 before us some additional briefing that would, I
2 guess, be opposed by Petitioner relevant to the
3 RPI issue.

4 So let me stop there. I know,
5 Mr. Williams, you said you probably need some
6 time to meet and confer with opposing counsel
7 before you can agree to that. But I think we
8 would really appreciate the parties' agreement to
9 that rather than having to deal with a motion on
10 that issue. Does that sound do-able?

11 MR. WILLIAMS: Your Honor, yes. I think
12 it's do-able. I'm not sure -- sorry. I feel
13 like there must be some problem with my phone.

14 What I was going to say, your Honor, is
15 it sounded like the time period you talked about
16 there, which was up through the filing of the
17 petition, would not include you said the
18 settlement agreement between Lam and Inpria.

19 And as we indicated, if there is going
20 to be further briefing on the Real Party-in-
21 Interest question, we think in fairness we should
22 receive a copy of that settlement agreement to

1 verify that Lam would no longer have any interest
2 in the proceeding, which we do think is relevant
3 to the Real Party-in-Interest analysis.

4 It wasn't clear if you were imagining
5 further briefing on Real Party-in-Interest before
6 institution or not. If there was going to be
7 such briefing, we would again reiterate our
8 request for that settlement agreement which we
9 think is fair to fully brief.

10 JUDGE KAISER: Yes. That is a good
11 point. Let me ask you, Mr. Wolfe, you know, if
12 Petitioner were to agree to produce let's call it
13 agreements between Lam and Entegris that were in
14 effect as of the time that the suit was filed,
15 and, you know, going up to basically during the
16 period during which the petition could have been
17 prepared and filed, would you be amenable to
18 producing that settlement agreement?

19 I think Petitioner is looking for
20 whether this matter appears on the list of things
21 that are subject to that settlement or something
22 along those lines.

1 MR. WOLFE: So yes, your Honor. So let
2 me just start with this. This is the first time
3 we are hearing about this. They didn't raise it
4 in any their briefs. We talked about RPIs back
5 and forth a lot. They didn't even whisper this
6 to us.

7 We would need a little bit of time to
8 consider the relevance of the settlement
9 agreement and how that -- between Inpria and Lam
10 and how that is relevant to Entegris'
11 relationship with Lam, and obviously Lam's
12 relationship to Entegris as it relates to the
13 IPR.

14 But in terms of the first part of your
15 question talking about arguments between Lam and
16 Entegris that were put forth at the time between
17 the filing of the suit and the IPR, I think
18 generally, that could be something that makes
19 sense.

20 I would say for communication, you know,
21 as your Honor pointed out, there has been a
22 representation on the record there is no relevant

1 communication. But to be frank, that is one
2 person's statement from an attorney.

3 We would request Entegris as a party
4 make that representation instead, because there's
5 not necessarily full awareness by everybody about
6 every communication that was made potentially
7 relevant to the IPR itself, which we note as the
8 RPI issue. That is what I would say involving
9 communication.

10 But in terms of the Lam and Inpria
11 settlement agreement, you know, I'm not entirely
12 sure of the relevance and whether we can produce
13 it sort of on the spot in the call. I can't
14 really decide that we could do that.

15 JUDGE KAISER: Okay. Well, I mean, it
16 goes down like there is maybe some room for
17 negotiation here, you know. Petitioner, you've
18 got on your side the opportunity to decide how
19 much you are willing to bend on producing
20 relevant communications, relevant agreements or
21 having Entegris as a party, you know, swear to
22 the lack of existence of any such thing.

1 And Patent Owner, I think you have got
2 on your side the potential to produce an
3 agreement that Petitioner thinks might be
4 relevant to briefing on this issue. And, you
5 know, if both -- you know, on the other side on
6 both parties, yeah, we don't really know the
7 relevance of anything.

8 We don't know whether the supplier
9 agreements have any relevance. We don't know
10 whether there is a common interest agreement, and
11 if so, if it has relevance, and we don't know
12 whether the settlement agreement between Inpria
13 and Lam adds anything relevant to this proceeding
14 either.

15 I'm not sure that that is necessarily
16 the issue. I think the point is there are facts
17 that could be discovered that would be relevant
18 to the RPI issue if the agreements say in a
19 particular way. I mean, we just don't know until
20 we see them whether they say things in that way
21 or not.

22 And so I believe that is the point of

1 discovery. So it does seem like the parties have
2 room to reach some sort of agreement here. You
3 know, I hate to send you off with instructions to
4 just reach an agreement and leave it at that.

5 On the other hand, I don't know that we
6 have a lot of time to have and consider a
7 briefing that is more sophisticated than that.
8 And so if there could be an agreement between the
9 parties, that really would be very helpful.

10 MR. WOLFE: I understand, your Honor. I
11 think one thing that I would point out is it's
12 not necessarily a question of whether, you know,
13 we want to disclose it. It's whether we can
14 disclose it, whether we are allowed to disclose
15 it (indecipherable).

16 JUDGE KAISER: Sure. Obviously, we can
17 handle some of that with respect to -- we can do
18 a protective order if we need to. The parties
19 can obviously file anything along with a motion
20 for protective order.

21 If there is agreement between the
22 parties, I don't see any reason not to enter

1 whatever -- whatever protective order does the
2 job that the parties can agree to.

3 MR. WOLFE: Right. But, I mean, being
4 able to disclose this based on the terms of the
5 agreement, we will have to consider what the
6 terms allow for even if it is under a protective
7 order in terms of guarding confidential
8 information, things of that nature that I don't
9 know or am aware of generally.

10 And I think as far as the timing crunch
11 goes, just one question. Would there -- sorry.
12 Would there be an opportunity or would it make
13 sense for us to request from the director sort of
14 an extension on that deadline to give us some
15 breathing room?

16 JUDGE KAISER: Yeah. I mean, I suppose
17 that's the other question here is, to be
18 completely candid, I'm not sure what the
19 mechanism is these days for finding, as the
20 prehearing decision said, you know, good cause to
21 extend the deadline.

22 I don't know who needs to request that,

1 whether that has to come from the panel or from
2 the parties. I don't know whether that needs to
3 come -- to go to the director or to the chief
4 judge or whether it's something the panel could
5 do itself.

6 But certainly if the parties felt like
7 that was an appropriate way to go, that would
8 also be -- if the parties could agree to go to
9 the director and say that we have agreed that
10 there needs to be, you know, some sort of fulsome
11 briefing on whether there should be discovery,
12 and once there is discovery if there is, then
13 there needs to be some additional briefing on the
14 RPI issue and we just can't do that within the
15 schedule that the director has set, certainly, if
16 the director agrees to the extend the time,
17 everybody else is going to agree to that.

18 So that might be appropriate. Maybe
19 that is something the parties can discuss,
20 whether they can agree to that. And then
21 certainly to the extent that you guys can agree
22 to approach the director with that request on

1 behalf of both parties, to the extent you need
2 permission from us to do that, you have it.

3 MR. WOLFE: Understood.

4 MR. WILLIAMS: Go ahead.

5 MR. WOLFE: I think that that would be
6 something that we would be open to, to attempt,
7 given the timing issue for Patent Owner Inpria.

8 MR. WILLIAMS: This is Eliot Williams.
9 That could be harder for us. As I indicated
10 earlier, you know, we are obviously very
11 interested in getting a decision sooner rather
12 than later.

13 Again, I do think that the Real
14 Party-in-Interest issue can be raised at the
15 institution. So we don't see why it would
16 require further delay in schedule based on that.
17 It is very unlikely even after a meet and confer
18 in good faith, but I don't think very likely we
19 are going to wind up joining a request for
20 extension of the institution deadline.

21 JUDGE KAISER: Okay.

22 MR. WOLFE: Your Honor, can I say one

1 more thing, please?

2 JUDGE KAISER: Sure. Go ahead.

3 MR. WOLFE: So I think, you know, under
4 Corning Optical and the director's recent October
5 28th memo, the RPI issue needs to be resolved
6 before the petition can be even considered.
7 Whether or not Entegris doesn't think it's a real
8 issue is sort of neither here nor there.

9 The fact that they want an institution
10 decision sooner rather than later shouldn't cause
11 the board to not do the full diligence that is
12 needed to actually make the decision. I do think
13 that it is important that we get this resolved,
14 and if they just choose not to agree to sort of
15 give us the time to resolve it, that is a cut
16 against them. The burden is on them to prove the
17 RPI indication was accurate.

18 I think one thing to also note is that
19 the settlement occurred after there was
20 non-institution, the denial of the -- of the IPR.
21 Clearly, it was after it was filed, too.

22 So I think that sort of them presenting

1 us on the call with the request for us to produce
2 things that are sort of after the IPR was filed
3 when really the time frame we are looking at here
4 is Lam's involvement in the IPR filing is a
5 little bit off the mark.

6 I think this is an important issue that
7 we ask your Honors to consider carefully. And I
8 think it makes sense for us to try to extend this
9 deadline. Thank you.

10 JUDGE KAISER: Okay. I think what we
11 would probably like to do here then is let's have
12 the -- let's have the parties meet and confer.
13 Is it possible -- I don't know what your
14 schedules look like Mr. Wolfe and Mr. Williams or
15 whoever else on your teams would be involved, but
16 is it possible for you to meet and confer today?

17 MR. WILLIAMS: Yes. This is Eliot
18 Williams. I can definitely do it today. So if
19 Mr. Wolfe can do it, that would be best because
20 tomorrow I have to travel for a Federal Circuit
21 argument on Friday.

22 MR. WOLFE: Yes. This is Michael Wolfe

1 for Inpria. I believe I can do it today also,
2 you know. I will have move some things. This is
3 obviously very important. So we can do it today
4 from our end, too.

5 JUDGE KAISER: Okay. Then what I would
6 like is to hear something back on whether the
7 parties have reached agreement either on, you
8 know, extending the DI due date or on some sort
9 of production of relevant documents.

10 I will leave it to the parties to decide
11 what that means, because you have our thoughts on
12 what's likely within that scope. And if we could
13 get that, you know, tomorrow morning or sometime
14 tomorrow, then I think probably we will move
15 forward with whatever agreement the parties have
16 reached.

17 We certainly would prefer that, because
18 I think that allows us, as Mr. Wolfe says, to
19 resolve this issue that there is I think a
20 reasonable argument that needs to be resolved
21 before the DI can issue.

22 And if the parties can't reach agreement

1 by, you know, today or, you know, to report
2 something to us tomorrow, then I think we will
3 probably at that point at the end of the day
4 tomorrow or first thing on Friday, we will issue
5 an order that will set forth some sort of
6 briefing schedule on a motion to decide whether
7 to -- you know, whether to order discovery or
8 not.

9 I think we will leave it at that and I
10 encourage the parties to expeditiously as
11 possible between themselves, because I despair
12 that getting done what we need to get to done
13 before the DI is required to issue here.

14 Let me please add to that, I'm not sure
15 which party hired the court reporter here, but if
16 you could enter a transcript of this call in the
17 record when you get it, we would appreciate that.

18 And I think with that, let me ask
19 Mr. Wolfe is there -- are there any other topics
20 we need to discuss before we adjourn?

21 MR. WOLFE: Yes, your Honor. Inpria
22 ordered the court reporter. So we will file the

1 transcript as soon as we can. And one last just
2 issue based on our e-mail to the board
3 originally. I think it was agreed between the
4 parties just to file the claim construction order
5 from the District Court to clarify that.

6 JUDGE KAISER: Yes. Thank you. To the
7 extent the parties agreed on that, that is
8 perfectly fine. Please go ahead and file it.
9 And then Mr. Williams, anything, any other topics
10 we need to touch on before we adjourn?

11 MR. WILLIAMS: I don't think so. I will
12 ask Mr. Wolfe are you available at 3 Eastern to
13 consider this discussion, in about 50 minutes?

14 MR. WOLFE: Yes. I'm a little
15 discombobulated. I am on the West Coast. 3
16 Eastern, yes, I can do that.

17 MR. WILLIAMS: All right. We will
18 circulate an invite. Thank you. That is all,
19 your Honor.

20 JUDGE KAISER: Thank you very much to
21 everyone on the call. I really appreciate
22 everyone's willingness to work together.

1 I hope this is something that can be
2 resolved expeditiously to the satisfaction or at
3 least equal dissatisfaction of both parties. I
4 think with that, we are adjourned. Thank you
5 very much.

6 (Off the record at 2:07 p.m.)

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1 CERTIFICATE OF SHORTHAND REPORTER - NOTARY PUBLIC

2 I, Dianna Kilgalen, Notary Public within
3 and for the State of Maryland do hereby certify:

4 That the above-captioned Board Hearing,
5 hereinbefore set forth, was taken before me and
6 is a true record of the proceeding.

7 I further certify that the hearing was
8 taken telephonically on Wednesday, December 3,
9 2025, commencing at 1:03 p.m. to 2:07 p.m.

10 I further certify that I am not related
11 to any of the parties to this action by blood or
12 marriage, I am not employed by or an attorney to
13 any of the parties to this action, and that I am
14 in no way interested, financially or otherwise,
15 in the outcome of this matter.

16 IN WITNESS WHEREOF, I have hereunto set
17 my hand this 5th day of December, 2025.

18 My commission expires June 28, 2029.

19 
20 _____

21 DIANNA C. KILGALEN

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