UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG ELECTRONICS CO., LTD.,
Petitioner,

v.

CM HK LIMITED,
Patent Owner.

Case IPR2025-01071
Patent No. 11,698,687

PETITIONER'S OPPOSITION TO PATENT OWNER'S MOTION FOR SANCTIONS

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LIST OF EXHIBITS

Ex. No.	Description	Previously Submitted
Ex. 1001	U.S. Patent No. 11,698,687 to Liou et al. ("the 687 patent")	X
Ex. 1002	Declaration of Majid Sarrafzadeh, Ph.D.	X
Ex. 1003	Curriculum Vitae of Majid Sarrafzadeh, Ph.D.	X
Ex. 1004	Prosecution History of U.S. Patent No. 11,698,687	X
Ex. 1005	WO 2009/156499 to Bassompière et al.	X
Ex. 1006	Certified Translation of WO 2009/156499 to Bassompière et al. ("Bassompière")	X
Ex. 1007	A. Kim and M. Golnaraghi, "A quaternion-based orientation estimation algorithm using an inertial measurement unit," *PLANS 2004. Position Location and Navigation Symposium (IEEE Cat. No. 04CH37556)*, pp. 268-272, 2004 ("Kim")	X
Ex. 1008	**RESERVED**	X
Ex. 1009	U.S. Patent No. 8,441,438	X
Ex. 1010	U.S. Patent No. 8,552,978	X
Ex. 1011	IPR2018-01258, Paper 86 (Final Written Decision)	X
Ex. 1012	IPR2019-00143, Paper 87 (Final Written Decision)	X
Ex. 1013	IPR2018-01257, Paper 87 (Final Written Decision)	X
Ex. 1014	Provisional Application No. 61/292,558	X

Ex. 1015	3/7/2018 Deposition Trans. of Dr. LaViola in *CyWee Group Ltd. v. Samsung Elecs. Co., Ltd.*, 17-cv-00140 (E.D. Tx.)	X
Ex. 1016	5/22/2019 Deposition Trans. Of Dr. Joseph LaViola in IPR-2018-01257 and IPR-2018-01258	X
Ex. 1017	1/7/2025 Plaintiff's P.R. 3-1 & 3-2 Disclosures for *Samsung Electronics Co, Ltd. et al v. CM HK, Ltd.* (2:24-cv-00880 E.D. Tx.)	X
Ex. 1018	*Sotera* Stipulation Email From E. Brann to M. Shore on July 19, 2025	X
Ex. 1019	*CM HK, Ltd., v. Samsung Electronics Co. Ltd. and Samsung Electronics America, Inc.*, No. 2:24-cv-00880, Dkt. 28	X
Ex. 1020	*CM HK, Ltd., v. Samsung Electronics Co. Ltd. and Samsung Electronics America, Inc.*, No. 2:24-cv-00880 ("the Texas Litigation"), Dkt. 55	X
Ex. 1021	7/9/2018 Claim Construction Opinion and Order in *CyWee Group Ltd. v. Samsung Elecs. Co., Ltd.*, 17-cv-00140 (E.D. Tx.)	X
Ex. 1022	5/20/26 Deposition Trans. of Dr. Jospeh LaViola in IPR2025-01023 and IPR2025-01071	X
Ex. 1023	RealNav: Exploring Natural User Interfaces for Locomotion in Video Games", Williamson et al.	X
Ex. 1024	Responsible Investment & Governance Report 2024, 16, https://fund.nps.or.kr/eng/main.do	X
Ex. 1025	Declaration of Keunwoo Choi	X
Ex. 1026	Email dated June 3, 2026, from Patent Owner's Counsel C. Evans to Petitioner's Counsel serving Motion for Sanctions	

Ex. 1027	Motion for Sanctions served by Patent Owner's Counsel on June 3, 2026	
Ex. 1028	Redline comparison between Motion for Sanctions filed on July 9, 2026 and Motion for Sanctions served on June 3, 2026	
Ex. 1029	*Samsung Electronics Co. Ltd. et al. v. CM HK, Ltd.*, No. 24-cv-06567, Dkt. 93 (Aug. 13, 2025)	
Ex. 1030	*Samsung Electronics Co. Ltd. et al. v. CM HK, Ltd.*, No. 24-cv-06567, Dkt. 146 (Dec. 19, 2025)	
Ex. 1031	United States District Court, Norther District of California, Patent Local Rules	
Ex. 1032	Email correspondence between the parties and the Board, dated May 15-19, 2026	
Ex. 1033	Email Concerning *Sotera* Stipulation From S. Vujcic to C. Evans on May 20, 2026	

I. INTRODUCTION

Patent Owner CM HK's Motion for Sanctions (Paper 31, "Mot.") weaves a story from half-truths, glossing over or outright omitting details that show why the motion fails. This would be improper in any context but is particularly so for a motion for sanctions. CM HK's motion fails for at least four reasons.

First, CM HK focuses on preliminary reservations of rights that Petitioner Samsung made as to indefiniteness in district court invalidity contentions. It argues, for example, that "[s]hortly before filing these IPRs, Samsung served invalidity contentions and Patent Local Rule disclosures in co-pending Eastern District of Texas and Northern District of California actions, where it is also represented by Paul Hastings. In those disclosures, Samsung expressly asserted that [various terms] are indefinite[.]" Mot., at 7. But this omits a key fact. The contentions were served in March 2025, the IPR petition was filed May 20, 2025; between those two dates, on May 13, 2025, ***before the IPR petition was filed***, the parties filed a ***joint*** claim construction statement (Ex. 2007). That joint filing included the parties' proposed constructions for various terms, including all the terms identified in CM HK's motion as purportedly being associated with an indefiniteness argument. Ex. 2007, at 2-3; *see generally* Mot. The joint claim construction statement unambiguously indicated that it provided "a ***full list*** of ***all disputed terms***," and included no indefiniteness position. Ex. 2007, at 2-3 (emphasis added).

Second, CM HK takes issue with Samsung's "never alleged" phrasing in Paper 14 in connection with indefiniteness. Mot., at 1, 4, 8. CM HK fails to mention that Paper 14 was discussing a different litigation involving different patents. And this was done because ***that was the focus of CM HK's argument***. *See* Paper 13, 2. CM HK also fails to reconcile its position with the joint claim construction statement, or the Board's prior finding that "even if we were persuaded that Petitioner previously argued that 'predicted axial accelerations' was indefinite," institution would still be appropriate given that was no longer Samsung's position, Paper 17 (Inst. Dec.), at 21-22.

Third, CM HK talks about prejudice, but it was always in possession of the invalidity contentions at issue. While CM HK now tries to incorrectly suggest that this is a new issue it uncovered, CM HK itself filed with its discretionary denial brief (Paper 7) a duplicate copy of the invalidity contentions. *Compare* Ex. 2003, *with* Ex. 2047.

Fourth, CM HK's motion for sanctions violates the Board's rules. Rule 42.11(d)(2) requires service of a motion for sanctions 21 days prior to seeking authorization to file it, and CM HK told the Board that it did so. *See* Paper 30, at 2. In reality, while CM HK did serve ***a*** motion on Petitioner (Exs. 1026 & 1027), the version it filed included substantial revisions. *See* Ex. 1028.

II. ARGUMENT

A. The Joint Claim Construction Statement Is Dispositive

CM HK cites the most significant document—the district court joint claim construction statement (Ex. 2007)—only once, and it does so in a misleading way. In particular, in the Relevant Facts section of its motion, CM HK asserts:

> 5. On April 18, 2025, Samsung "reserve[d] the right to assert defenses under 35 U.S.C. § 112 for indefiniteness" in the Northern District of California for "spatial reference frame," "display reference frame," "deviation/resulting deviation," "resultant angles," "predicted axial acceleration," "measured axial acceleration," and "first data association model" as indefinite. (Ex. 2049 at 3-8.)
>
> 6. On May 13, 2025, Samsung presented claim constructions in the Northern District of California for "spatial reference frame," "display reference frame," "deviation/resulting deviation," "resultant angles," and "first data association model." (Ex. 2007 at 2-3.) No affirmative waiver concerning indefiniteness was made.

Mot., at 3. As an initial matter, CM HK mischaracterizes Exhibit 2049, Samsung's preliminary proposed claim constructions. Rather than being directed to indefiniteness, that document provided Samsung's preliminary constructions, and specifically provided concrete (not indefiniteness-based) constructions for all of the listed terms. Ex. 2049, at 3-8. Samsung did reserve rights as to indefiniteness, *id.*,

at 3, but it did not argue indefiniteness, and the joint claim construction statement (Ex. 2007) made crystal clear that Samsung was ***not*** arguing indefiniteness.

More significantly, CM HK omits two terms in describing the joint claim construction statement compared to Samsung's preliminary constructions: "predicted axial acceleration" and "measured axial acceleration." Mot., at 3. That is, CM HK first asserts that Samsung reserved rights as to indefiniteness in its preliminary proposed claim constructions for "predicted axial acceleration" and "measured axial acceleration," and then, in describing the joint claim construction statement, CM HK does not mention that Samsung provided constructions for these terms. *Id.* CM HK apparently does this to give the Board the impression that Samsung was asserting indefiniteness as to "predicted axial acceleration" and "measured axial acceleration." But this is simply not true.[1] Samsung provided constructions for ***all*** of the terms, including "predicted axial acceleration" and

[1] This type of behavior is a pattern for CM HK. Counsel for CM HK told the Board that Samsung "refuses to effectuate [its] Sotera stipulation and continues to maintain overlapping invalidity contentions." Ex. 3102, at 2-3. But over a month earlier, the same counsel received Samsung's email "reaffirm[ing] that it will not pursue (and hereby, withdraws) the portion of its invalidity contentions that includes grounds raised or that reasonably could have been raised in [the IPRs]." Ex. 1033.

"measured axial acceleration." Ex. 2007, at 2-3; *see also id.*, at 7-13. And reading CM HK's motion, it is apparent that this was no mere oversight, as "predicted axial acceleration" forms the cornerstone of the motion, with CM HK repeatedly and incorrectly arguing that Samsung asserts it is indefinite. *See, e.g.*, Mot., at 4, 5, 8, 9-13.[2]

CM HK suggests that Samsung was asserting indefiniteness because the joint claim construction statement did not include an "affirmative waiver concerning indefiniteness." Mot., at 3. That makes no sense. The joint claim construction statement indicated that it was providing "a full list of ***all*** disputed terms and the parties' proposed constructions." Ex. 2007, at 2. "If a claim is indefinite, the claim, by definition, cannot be construed." *Enzo Biochem, Inc. v. Applera Corp.*, 599 F.3d 1325, 1332 (Fed. Cir. 2010); *see also Wybotics, Co. Ltd. v. Zodiac Pool Systems LLC*, IPR2026-00158, Paper 12, at 4 (Director May 6, 2026) ("indefiniteness requires a claim construction inconsistent with the plain and ordinary meaning").

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[2] To the extent CM HK suggests it omitted these terms because the construction was plain and ordinary meaning, that would be incorrect because (1) Samsung provided the same plain and ordinary meaning constructions in its preliminary proposed claim constructions, Ex. 2049, at 6-7; and (2) Patent Owner identified "first data association model," which also has a "plain and ordinary meaning," Ex. 2007, at 3.

Moreover, Judge Jon S. Tigar, who presides over the district court case between Samsung and CM HK (*see, e.g.,*, Ex. 2007, at 1), regularly "address[es] indefiniteness issues at the claim construction stage." *Twin Peaks Software Inc. v. IBM Corp.*, No. 14-CV-03933-JST, 2016 WL 1409748, at *3 (N.D. Cal. Apr. 11, 2016), *aff'd*, 690 F. App'x 656 (Fed. Cir. 2017).[3] Thus, if Samsung intended to argue indefiniteness, it would have done so in the joint claim construction statement. Any preliminary reservation as to indefiniteness was superseded by the pre-IPR May 13, 2025 joint claim construction statement, where Samsung did not argue indefiniteness. Ex. 2007, at 2-3; *see also id.*, at 7-13.

The Northern District of California's Patent Local Rules also require the parties to "identify any term … whose construction will be case or claim dispositive." Ex. 1031, at 11. The joint claim construction statement indicated that "[n]one of the disputed terms are case or claim dispositive." Ex. 2007, at 3. If Samsung was arguing indefiniteness, that would be case and claim dispositive as the claims would

[3] This is a consistent practice. *See, e.g.*, *AbCellera Biologics Inc. v. Bruker Cellular Analysis, Inc.*, No. 20-CV-08624-JST, 2024 WL 4227595 (N.D. Cal. Sept. 17, 2024); *Valjakka v. Netflix, Inc.*, No. 22-CV-01490-JST, 2022 WL 19975387 (N.D. Cal. Dec. 13, 2022); *Lyft, Inc. v. Quartz Auto Techs. LLC*, No. 21-CV-01871-JST, 2022 WL 19975246, at *3 (N.D. Cal. Nov. 3, 2022).

be invalid. By affirmatively providing constructions in the very document the parties represented to include the "full list of ***all*** disputed terms," Ex. 2007, at 2, and by jointly confirming that none of those terms was "case or claim dispositive," *id.*, at 3, Samsung was clearly ***not*** asserting indefiniteness.

CM HK itself appears to agree that a term that should be construed as having its plain and ordinary meaning cannot simultaneously be indefinite, but then flips it on its head by mischaracterizing Samsung's position. In particular, CM HK argues that "Samsung's argument for the plain and ordinary meaning [for predicted axial acceleration] in this IPR is incompatible with its indefiniteness defense." Mot., at 9; *see also id.*, at 10. But CM HK fails to mention let alone contend with Samsung's argument in district court that the predicted axial acceleration term should be given its plain and ordinary meaning, just like in this IPR. Ex. 2007, at 3. CM HK's assertion to the contrary—that Samsung is arguing in district court that the predicted axial acceleration term and other terms are indefinite—is simply not true and contradicted by the record.

B. Patent Owner Mischaracterizes Petitioner's Prior Statements

CM HK asserts that "Samsung affirmatively told the Board that it 'has never alleged that the term predicted axial accelerations is indefinite,'" and the related statements in Paper 14, "cannot be reconciled with Samsung's invalidity contentions." Mot., at 8. This assertion is misplaced for at least two reasons.

First, CM HK takes the statements out of context. Paper 14 was filed in response to the Board's order directing the parties to file supplemental briefing because of CM HK's assertion that "in previous district-court litigation concerning different but related patents, Petitioner asserted that [predicted axial accelerations] is indefinite." *See* Paper 13, at 2. In particular, CM HK argued that "Samsung argued that the term 'predicted axial accelerations' was indefinite in claim construction briefs filed in the CyWee Case," a different litigation involving different patents. Paper 9, at 21-22. Samsung's statement that it "never alleged that the term 'predicted axial accelerations' is indefinite," Paper 14, at 1, was directed to the CyWee case. And even in the district court case with CM HK, while Samsung did initially reserve rights as to indefiniteness, it made clear—before the IPR petition was filed here—that it was not pursuing indefiniteness by providing concrete constructions for all the terms, as discussed above. *Supra* Section II.A. CM HK is simply misstating the facts when it argues that Samsung is simultaneously pursuing indefiniteness in district court while maintaining this IPR. *Supra* Section II.A.

What is particularly egregious here is that CM HK made clear that it understood that Samsung was pursuing a plain and ordinary meaning construction—not indefiniteness—for the "predicted axial acceleration" term in district court in its district court filings. In particular, in what is apparently something that CM HK sees as a litigation tool, CM HK filed a motion for sanctions in district court (Ex. 1029).

That motion, which was denied (*see* Ex. 1030), asserted that in the CyWee case, Samsung addressed "predicted axial acceleration" under "its plain and ordinary meaning." Ex. 1029, at 8; *see also id.*, at 10 (CM HK explaining how, in the pending district court litigation, "Samsung's proposed construction for 'predicted axial accelerations' remained the 'plain and ordinary meaning'"). CM HK even argued why it thought Samsung's proposed plain and ordinary meaning construction was wrong. *Id.*, at 13 (arguing a plain and ordinary meaning construction was "improper" where "the meaning is disputed," and that the meaning it inferred from an expert report was "wrong" and "contradicts the intrinsic record"), 14 (arguing that "Samsung's construction … lacks intrinsic support" and was purportedly too broad because "Nowhere in Samsung's IPR petitions or supporting expert declarations does it claim that predicted axial accelerations refer to future accelerations that include linear and centrifugal components in addition to gravity").

Nowhere in CM HK's district court motion for sanctions did it allege that Samsung was pursuing an indefiniteness argument. *See generally* Ex. 1029. To the contrary, CM HK repeatedly made clear that it understood Samsung to be arguing for a plain and ordinary meaning construction. Ex. 1029, at 13-14. Notably, the same attorney who signed CM HK's district court motion for sanctions also signed CM HK's IPR motion for sanctions. *Compare* Ex. 1029, at 20, *with* Mot., at 16.

Second, even accepting *arguendo* CM HK's suggestion that the March 14, 2025 contentions (Ex. 2047) and the May 13, 2025 joint claim construction statement (Ex. 2007) could be read to create a brief interval in which Samsung reserved indefiniteness in the co-pending district court litigation, any such reading is immaterial.

The issue with indefiniteness is not whether a Petitioner has ***ever*** taken inconsistent claim construction positions, but whether Petitioner is simultaneously taking such inconsistent positions. For instance, in *Revvo Tech., Inc. v. Cerebrum Sensor Techs., Inc.*, IPR2025-00632, Paper 20 (Director Nov. 3, 2025) (precedential), the Director affirmed how "if a party advances a narrow construction in the district court and the district court declines to adopt the narrow construction, the party would have sufficient reason for advancing the broader, court-adopted construction in a proceeding before the Board." *Id.*, at 5 (quoting *Sun Pharm. Indus. Inc. v. Nivagen Pharm., Inc.*, IPR2025-00893, Paper 18, at 3 (Director Sept. 19, 2025)). Here, the facts are even more favorable to Samsung as it is not a district court declining to adopt indefiniteness but Samsung itself advancing non-indefiniteness-based constructions before the IPR petition was ever filed, as discussed above. *Supra* Section II.A.

Indeed, the Board itself indicated that such a pre-IPR indefiniteness position would not have influenced its decision to institute. As the Board explained in

instituting review, "even if we were persuaded that Petitioner previously argued that 'predicted axial accelerations' was indefinite," the fact that Petitioner now does not argue indefiniteness warrants institution. *See* Paper 17 (Inst. Dec.), at 21-22 (explaining that this applied the "same principle" from *Revvo*).

CM HK argues that Samsung has taken the "wait and see" approach deemed impermissible in *Magnolia Medical Techs., Inc. v. Kurin Inc.*, IPR2026-00097, Paper 17 (Director May 14, 2026). Mot., at 12-13. But that is incorrect. CM HK does not point to a single statement made by Samsung after the IPR petition was filed alleging indefiniteness. And again, as discussed in Section II.A, before the IPR petition was ever filed, Samsung clearly and unambiguously provided—in a joint filing with CM HK—"a full list of all disputed terms and the parties' proposed constructions." Ex. 2007, at 2. Samsung provided constructions for the disputed terms, which necessarily means Samsung did not argue indefiniteness. Ex. 2007, at 2; *supra* Section II.A.

Regardless, the extraordinary relief CM HK seeks—expunging Papers 14 and 20, issue preclusion, fees/expenses, and termination or vacatur of institution (Mot., at 1, 13-15)—is grossly disproportionate and fails for that independent reason. Sanctions must be proportional to the harm shown. *See* Mot., at 6 (citing *One World Techs., Inc. v. Chevron (HK) Ltd.*, IPR2020-00884, Paper 35, at 9 (PTAB Apr. 22, 2021)). CM HK identifies no bad faith, and the Board has already determined that

any earlier indefiniteness position would not have affected institution, as discussed above. Paper 17 (Inst. Dec.), at 21-22.

C. Patent Owner Was Not Prejudiced in Any Way

CM HK and Samsung are the same parties as in the pending district court litigation and, as a result, CM HK has always been in possession of all the applicable information. Indeed, as noted above, the same attorney that signed CM HK's district court sanctions motion that was denied also signed CM HK's motion for sanctions here. *Supra* Section II.B; *see also* Ex. 2007, at 4 (same attorney also listed as counsel on the joint claim construction statement discussed above).

Not only was CM HK in possession of all the information, but it was plainly aware of it. Together with its discretionary denial brief (Paper 7), CM HK filed the invalidity contentions from the Northern District of California case (Ex. 2003, which CM HK incorrectly identifies in its exhibit list) that CM HK has now re-filed as an identical exhibit (Ex. 2047), apparently to give the Board the incorrect impression that this is something CM HK newly discovered. CM HK also discussed the invalidity contentions in its discretionary denial brief. *See* Paper 7, at 16 (citing Ex. 2003). And CM HK also cited the contentions from the related Eastern District of Texas case, which addresses indefiniteness in an identical way. *See id.*; *compare* Ex. 2012, at 69-71, *with* Ex. 2003, at 69-71 & Ex. 2047, at 69-71.

CM HK also was well aware of the claim construction filings discussed above that made clear, contrary to CM HK's representations in its motion, that Samsung is not arguing indefiniteness in the pending litigation. As it previously stated, "the parties have exchanged proposed claim constructions and filed a Joint Claim Construction and Prehearing Statement in the California Litigation." Paper 7, at 17; *see also* Paper 9, at 14 ("the parties have identified seven disputed terms in the Joint Claim Construction and Prehearing Statement filed in the California Litigation that was filed before this Petition"), 20 ("In the California Case, Samsung proposed to construe [predicted axial accelerations] to have its 'plain and ordinary meaning.'").

CM HK's awareness of the issue and its decision to delay pursuing its argument is also improper under 37 C.F.R. § 42.25(b), which requires a party to "seek relief promptly after the need for relief is identified." As discussed above, not only is CM HK a party in district court and in this IPR—the very same attorney that signed CM HK's motion for sanctions here is also listed as counsel in district court. *See, e.g.*, Mot., at 16; Ex. 1029, at 20; Ex. 2007, at 4. And CM HK itself cited Samsung's invalidity contentions as early as August 22, 2025—nearly one year ago—when it discussed Exhibits 2003 and 2012 in its discretionary denial brief. Paper 7, at 3, 4, 16. CM HK's motion is simply a thinly veiled attempt to have a second bite at the apple; CM HK's arguments against institution were rejected, so it has now come up with a new theory to argue for de-institution. But CM HK's new

theory is inconsistent with the record, including many things CM HK itself has previously said, and should be rejected. *Supra* Sections II.A-B.

D. Patent Owner's Motion Violates the Board's Rules

The Board's rules require that "[a]t least 21 days prior to seeking authorization to file a motion for sanctions, the moving party must serve the other party with the proposed motion." 37 C.F.R. § 42.11(d)(2). As the Board memorialized when it authorized the motion, "Patent Owner represent[ed] that, in accordance with 37 C.F.R. § 42.11(d)(2), it served Petitioner with its proposed motion more than 21 days before seeking authorization to file the motion." Paper 30, at 2. However, the motion that CM HK served is markedly different from the motion that CM HK filed.

For instance, CM HK newly added its sole, misleading reference to the joint claim construction statement discussed above. Ex. 1028, at 12. CM HK also shifted from initially arguing that Samsung's statements in Paper 14 "read the Board's Order narrowly," to instead argue that "Samsung cannot truthfully tell the Board it 'never alleged'" indefiniteness. *Id.*, at 18-19. CM HK also added a new argument, whose relevance is unclear, that "Samsung has never articulated what it contends the plain and ordinary meaning of 'predicted axial accelerations' is." *Id.*, at 20-21; *see also* Paper 17 (Inst. Dec.), at 16 (finding that "the threshold question of institution can be decided without expressly construing 'predicted axial accelerations'").

CM HK's failure to comply with Rule 42.11(d)(2) is particularly troubling as

CM HK already flouted the rule before and was so informed by the Board. *See* Ex. 1032, at 1 (email from Board explaining that "Patent Owner's request to file a sanctions motion does not comply with 42 C.F.R. sec. 42.11(d)(2), which requires the moving party to, among other things, serve the other party with the proposed motion at least 21 days before seeking authorization to file the motion. Patent Owner may renew its request for a conference call to seek authorization to file a sanction motion after complying with this provision."). And CM HK clearly understood the rule as, in response to the Board's email, when it served the prior version of its motion, it indicated that "Patent Owner will seek authorization from the Board on June 25, 2026 to file ***the*** motion after the applicable 21-day service period has expired." Ex. 1026, at 1 (emphasis added). By filing a different motion than what it previously served, CM HK has once again failed to comply with Rule 42.11(d)(2).

III. CONCLUSION

For all of these reasons, CM HK's motion for sanctions should be denied.

Respectfully submitted,

Dated: July 21, 2026

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CERTIFICATE OF SERVICE

I certify that I caused to be served on the counsel identified below a true and correct copy of the foregoing Petitioner's Opposition to Patent Owner's Motion for Sanctions and accompanying exhibits by electronic means on July 21, 2026:

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