

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG ELECTRONICS CO., LTD. AND SAMSUNG ELECTRONICS
AMERICA, INC.

Petitioners,

v.

KIWI INTELLECTUAL ASSETS CORPORATION,
Patent Owner.

IPR2026-00164
Patent RE50,307

PETITIONER'S OPPOSITION TO PATENT OWNER'S REQUEST
FOR DISCRETIONARY DENIAL

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PETITIONER’S EXHIBIT LIST

Exhibit	Description of Documents
EX1001	U.S. Patent No. RE50,307
EX1002	Prosecution History of U.S. Patent No. RE50,307
EX1003	Declaration of Sayfe Kiaei in support of petition for <i>inter partes</i> review of U.S. Patent No. RE50,307
EX1004	<i>KIWI Intellectual Assets Corp. v. Samsung Elecs. Co., Ltd.</i> , No. 2:25-cv-00811, Dkts. 1-6 to 1-9 (“Complaint Claim Charts”) (E.D. Tex. Aug. 18, 2025).
EX1005	U.S. Patent No. 7,094,089 (“Andre”), published Sep. 15, 2005 and granted Aug. 22, 2006
EX1006	Chinese Patent No. CN201038524Y (“Zhenyu”), granted Mar. 19, 2008, with certified translation
EX1007	Chinese Patent No. CN201113094Y (“Lufan”), granted Sep. 10, 2008, with certified translation
EX1008	Chinese Patent No. CN201204344Y (“Yuming”), granted Mar. 4, 2009, with certified translation
EX1009	U.S. Patent No. 7,231,473 (“Yen”), published Nov. 4, 2004 and granted Jun. 12, 2007
EX1010	U.S. Patent No. 6,854,984 (“Lee”), granted Feb. 15, 2005
EX1011	Declaration of Sylvia D. Hall-Ellis, Ph.D. in support of authenticity and public availability of documents for <i>inter partes</i> review of U.S. Patent No. RE50,307
EX1012	USB Implementers Forum, Inc., <i>Universal Serial Bus Specification</i> , rev. 1.0 (Jan. 15, 1996), published by Compaq Computer Corp., Digital Equip. Corp., IBM PC Co., Intel Corp., Microsoft Corp., NEC & Northern Telecom. Beaverton, OR: The USB-IF, 1996. (“USB1.0”)
EX1013	USB Implementers Forum, Inc., <i>Universal Serial Bus Specification</i> , rev. 1.1 (Sep. 23, 1998), published by Compaq Computer Corp., Intel

	Corp., Microsoft Corp. & NEC Corp. Beaverton, OR: The USB-IF, 1998. (“USB1.1”)
EX1014	USB Implementers Forum, Inc., <i>Universal Serial Bus Specification</i> , rev. 2.0 (Apr. 27, 2000), published by Compaq Computer Corp., Hewlett-Packard Co., Intel Corp., Lucent Techs. Inc., Microsoft Corp., NEC Corp. & Koninklijke Philips Elecs. N.V. Beaverton, OR: The USB-IF, 2000. (“USB2.0”)
EX1015	USB Implementers Forum, Inc., <i>Universal Serial Bus 3.0 Specification</i> , rev. 1.0 (Nov. 12, 2008), published by Hewlett-Packard Co., Intel Corp., Microsoft Corp., NEC Corp., ST-NXP Wireless & Texas Instruments. Beaverton, OR: The USB-IF, 2008. (“USB3.0”)
EX1016	U.S. Patent No. 8,198,563
EX1017	Prosecution History of U.S. Patent No. 8,198,563
EX1018	U.S. Patent No. RE49,287
EX1019	Prosecution History of U.S. Patent No. RE49,287
EX1020	U.S. Patent Publication No. 2009/0258539 (“Zheng”), published Oct. 15, 2009 and granted as U.S. Patent No. 7,744,382 on Jun. 29, 2010
EX1021	U.S. Patent No. 7,361,059 (“Harkabi”), published Feb. 24, 2005 and granted Apr. 22, 2008
EX1022	U.S. Patent No. 7,359,208 (“Ni ’208”), published Apr. 5, 2007 and granted Apr. 15, 2008
EX1023	U.S. Patent No. 7,269,004 (“Ni ’004”), published Sep. 11, 2007 and granted Sep. 11, 2007
EX1024	U.S. Patent Publication No. 2006/0024997 (“Teicher”), published Feb. 2, 2006 and granted as U.S. Patent No. 7,094,086 on Aug. 22, 2006
EX1025	PCT Publication No. WO-2009069969 (“Lee PCT”), published Jun. 4, 2009
EX1026	U.S. Patent No. 7,094,086 (“Teicher ’086”), published Feb. 2, 2006 and granted Aug. 22, 2006

EX1027	U.S. Patent No. 7,537,471 (“Teicher ’471”), published May 22, 2008 and granted May 26, 2009
EX1028	Petitioners’ Stipulation
EX1029	Chinese Patent No. CN201174439Y (“Guangmin”), granted Dec. 31, 2008, with certified translation
EX1030	Japanese Patent Publication No. JP2000277200A (“Yamada”), published Oct. 6, 2000, with certified translation
EX1031	Taiwanese Patent Publication No. TWM327587U (“Ruidu”), published Feb. 21, 2008, with certified translation
EX1032	U.S. Patent No. 5,741,148 (“Biernath”), issued April 21, 1998
EX1033	Bruno Carpentieri, <i>Computing beyond Moore’s Law</i> , ResearchGate (Oct. 10, 2015), https://www.researchgate.net/publication/282704681
EX1034	Neil Cumins, <i>Intel Processors Over the Years</i> , Business News Daily (Aug. 8, 2024), https://www.businessnewsdaily.com/10817-slideshow-intel-processors-over-the-years.html
EX1035	Priya Ganapati, <i>USB 3.0 to Deliver a Tenfold Speed Increase</i> , Wired Newsletter (Nov. 15, 2000), https://www.wired.com/2008/11/superspeed-us-1/
EX1036	<i>Xbox 360 First Impressions</i> , Hackaday (Nov. 27, 2005), https://hackaday.com/2005/11/27/xbox-360-first-impressions/
EX1037	Greg Suarez, <i>Sony PlayStation 2</i> , The Digital Bits (Nov. 15, 2000), https://archive.thedigitalbits.com/reviews/ps2/sonyps2.html
EX1038	<i>Apple disrespects its own Mac users with iPod’s FireWire fiasco</i> , MacDailyNews (Feb. 24, 2005), https://macdailynews.com/2005/02/24/apple_disrespects_its_own_mac_users_with_ipods_firewire_fiasco/
EX1039	Charlie Sorrel, <i>Western Digital Passport 250GB Pocket Drive</i> , Wired Newsletter (Jun. 7, 2007), https://www.wired.com/2007/06/western-digital/
EX1040	[Filed Under Seal]

EX1041	Kiwi's Disclosure of Asserted Claims and Infringement Contentions (cover document)
EX1042	U.S. Patent No. RE50,016

I. INTRODUCTION

The Petition exemplifies the core purpose of an IPR: to remedy material errors in issued claims in an early non-duplicative proceeding filed *less than a year* after the challenged patent's issuance in February 2025.

Kiwi has no settled expectations in a patent issuing just over a year ago. Kiwi suggests that the Board should instead consider the date of the original, pre-reissue patent claims. But settled expectations are not measured from the date of original patent claims that patent owners have expressly abandoned. *See Carbyne, Inc. v. Tritech Software Sys.*, IPR2025-00959, Paper 11 at 3 (Director Oct. 3, 2025). That is especially true here, where Kiwi itself concedes the original claims issued in error, and were all cancelled in favor of new claims with narrowing limitations.

Instituting this IPR is also an exceedingly efficient use of Board resources. There is no risk of overlap with the district court case, as the final written decision would issue more than *four months before the district court trial*. Samsung also has proffered a broad stipulation removing any overlap between the IPR and the litigation. Instituting the Petition provides a true alternative to adjudicate invalidity.

The challenged claims of U.S. RE50,307 (“307 patent”) also issued as a result of material error by the Examiner. Applicant repeatedly cited a single limitation—a socket electrically connected “simultaneously” on two sides of a socket tongue—to distinguish the prior art and secure the Examiner’s allowance. But, in allowing the claims, the Examiner overlooked multiple prior art references submitted in

Applicant's IDS that disclosed that same limitation—disclosures that Applicant never pointed out despite flooding the Office with 300+ references. The resulting issued claims have *not* “already been reviewed three times,” as Kiwi asserts. IPR2026-00164, Paper 11 at 1 (Feb. 5, 2026) (“Paper 11”). To the contrary, during prosecution, Kiwi cancelled all original patent claims (which Kiwi concedes issued in error), and, only for the '307 patent claims, added the narrowing “simultaneously” limitation in 2024. This IPR is the first opportunity for the Office to correct its mistakes in issuing those claims.

Finally, Kiwi is wrong that the Director's order in *Revvo* is relevant here. *Id.* The prior art discloses all limitations of the challenged claims, including the “simultaneously” limitation leading to allowance, *under either party's proposed interpretation*. Far from running afoul of *Revvo*, Samsung argues here for what it believes is the correct construction; presents grounds based on those constructions; and takes no conflicting position in district court. Samsung also includes grounds of invalidity under Kiwi's construction and asks the Board to decide the claim construction dispute. This is the precise type of review that best serves the public interest: the Petition shows the claims are unpatentable regardless of which party's construction applies, and the Board's determination of the correct construction will enhance settled expectations and reduce avoidable business uncertainty. Samsung also presents the dispute in a single petition, so the Board can address this issue in the most efficient manner without burdening the Board or Kiwi with two petitions

presented under alternative constructions.

Samsung therefore respectfully requests that the Director deny Kiwi's request for discretionary denial.¹

II. ARGUMENT

A. Kiwi Has No Settled Expectations

1. Early Challenges To Patentability Favor Institution

"[E]arly challenges favor robust, predictable patent rights and weigh against discretionary denial." *Geotab Inc. v. Fractus, S.A.*, IPR2025-01026, Paper 14, at 2 (Director Oct. 17, 2025).

Here, Kiwi has no settled expectations in the '307 patent, which issued just over a year ago—in February 2025. Samsung brought this IPR less than ten months after issuance. These facts alone weigh strongly against discretionary denial. *E.g.*, *Cambridge Indus. USA, Inc. v. Applied Optoelects., Inc.*, IPR2025-00434, Paper 11 at 2-3 (Director June 26, 2025) ("Patent Owner has not developed strong settled expectations that favor discretionary denial" as to patents issued in 2019 and 2020); *Amgen Inc. v. Bristol-Myers Squibb Co.*, IPR2025-00603, Paper 8 at 2-3 (Director July 24, 2025) (no settled expectations for a patent that issued in 2022).

2. Kiwi Has No Valid Basis For Alleging Settled Expectations

Kiwi has not identified any countervailing facts establishing why it has settled

¹ In ruling on the issue of discretionary denial, Samsung requests that the Board also consider the Petitioner's Search Disclosure Declaration in EX1040.

expectations in view of the short period of time the '307 patent has been in force. Kiwi has not asserted it made “extraordinary amount of investment, time, and resources[.]” *Amgen*, IPR2025-00603, Paper 8 at 2-3. Nor has Kiwi alleged that it ever commercialized or marked any products with the '307 patent at any time. *See* EX1041 at 6 (failing to identify Kiwi products that practice the asserted claims).

Kiwi’s only argument is that its “settled expectations” should be based on the issuance of the original patent claims, not the recent issuance of the challenged claims in the IPR. That argument fails for multiple reasons.

First, Kiwi’s argument contradicts Board precedent. In *Carbyne*,² the Acting Director referred an IPR proceeding related to a narrowing reissue patent because it had “not been in force for a significant period of time (reissued in 2024)[,]” even though the original patent had issued in 2016. *See Carbyne*, IPR2025-00959, Paper 11 at 3; EX1042 (U.S. RE50,016). And in *NVIDIA Corp. v. Neural AI, LLC*, cited by Kiwi, the Acting Director found that a patent reissuing in 2023 (with an original patent in 2015) had *different* claims that had “not been in force for a significant period of time,” which would “ordinarily” counsel against discretionary denial.³

² The Director reversed institution of *Carbyne* for reasons unrelated to its status as a reissue patent. *See* IPR2025-00959, Paper 20 (Director Feb. 19, 2026).

³ The *NVIDIA* IPR was not instituted based on other considerations—including that the parties had a commercial relationship and the patent owner had previously asserted its patent portfolio against petitioner. IPR2025-00608, Paper 18 at 2-3. Here, there is no such relationship and the original defective claims have never been asserted against Samsung in any manner. None of the other decisions cited by Kiwi involves reissues or are relevant here, as all relate to patents with issuance dates 10+

IPR2025-00608, Paper 18 at 2-3 (Oct. 31, 2025),

Likewise, here there can be no dispute that the '307 patent claims issuing in February 2025 *differ* from those of the original patent. Even Kiwi concedes the original patent was riddled with errors. Indeed, in Kiwi's reissue request, it noted that many of the originally issued claims incorrectly appeared in the patent due to "an apparent administrative error by the Patent Office[.]" EX1002 at 2818, 2819, 2829. Moreover, the challenged claims issued only after Applicant cancelled all original claims and added 102 new claims with a different, narrower scope.

If Kiwi knew the original claims were invalid or inoperative, surely it could have no settled expectations in the patent. And, as a legal matter, these later, narrower claims are not "substantially identical" to and do not continue the claims of the original patent. *See* 35 U.S.C. § 252 (only "substantially identical" claims continue the original patent); *Laitram Corp. v. NEC Corp.*, 163 F.3d 1342, 1349 (Fed. Cir. 1998) (narrowing claims substantively changes their scope).

Second, Kiwi relies on a faulty legal premise—specifically, that "[o]pportunities to challenge the claims for narrowing reissues such as the '307 patent begin when the original patent issues." Paper 11 at 15. Not so. The validity of

years before IPR filing. *Qualcomm Inc. v. Collabo Innovations, Inc.*, IPR2025-01015, Paper 10 at 2-3 (Director Oct. 10, 2025) (14 years); *Jinkosolar Co., Ltd. v. Longi Green Energy Tech. Co. Ltd.*, IPR2025-00859, Paper 10 at 2-3 (Director Sep. 3, 2025) (10 years); *Analog Devices, Inc. v. Number 14 B.V.*, IPR2025-00550, Paper 10 at 2 (Director July 16, 2025) (more than 13 years).

claims cannot be challenged before they exist. *See Nat’l Steel Car, Ltd. v. Canadian Pac. Ry., Ltd.*, 357 F.3d 1319, 1334 (Fed. Cir. 2004) (“It is elementary in patent law that, in determining whether a patent is valid ... the first step is to determine the meaning and scope of each claim in suit.”) (quoting *Amazon.com, Inc. v. Barnesandnoble.com, Inc.*, 239 F.3d 1343, 1351 (Fed. Cir. 2001)). And for an IPR specifically, challenges to reissue claims, like all others, can only be filed after the “grant” of the patent—a petitioner certainly cannot challenge the validity of *future* reissued claims *before* they issue. 37 C.F.R. § 42.102(a)(2).

Kiwi purports to list alternative hypothetical mechanisms Samsung could have invoked before the reissue was granted, such as filing a protest during examination of the reissue. Paper 11 at 15. But, if anything, these mechanisms only confirm that claims can change during examination and that a patent owner can have no rational settled expectations in pre-issuance claims. Moreover, even under Kiwi’s faulty theory, Samsung could not have invoked such mechanisms until *April 2024*, when Kiwi added the key narrowing limitations to the challenged claims—which is too recent to create valid settled expectations in those claims.

Finally, under Kiwi’s logic, a petitioner would be forced to file two IPRs—one on the original, overly broad claims, and a second on new, narrower claims. Paper 11 at 15. But nothing in the statute or the Board’s precedent suggests such an inefficient multiplication of proceedings. Kiwi’s irrelevant citations—*e.g.*, a rule limiting *PGRs* for certain reissues (35 U.S.C. § 325(f)) and legislative history

relating to prior art submissions in original examination (35 U.S.C. § 122(e), EX2003), *see* Paper 11 at 15—have no bearing on the availability of IPRs for reissue patents. Kiwi’s lack of legal support simply demonstrates Congress’s intent *not* to impose any restrictions on the availability of IPRs for narrowing reissue claims.

B. The *Fintiv* Factors Favor Institution

Samsung filed its Petition just over three months after the Complaint. The Board is positioned to decide patentability first, efficiently, and on a complete record.

***Fintiv* Factor 2 Favors Institution:** The projected final written decision (“FWD”) deadline is June 5, 2027—more than *four months before* the district court’s October 18, 2027 date for jury selection. EX2005. Thus, the Board is expected to resolve patentability first—precisely the circumstance where discretionary denial is disfavored. *See, e.g., Home Depot U.S.A., Inc. v. Sec. Tech, LLC*, IPR2024-01420, Paper 12 at 44–45 (P.T.A.B. Mar. 24, 2025) (instituting where FWD preceded trial); *Rocket Media LLC v. Fullthrottle Techs. LLC*, IPR2025-00148, Paper 7 at 44 (P.T.A.B. June 11, 2025) (same).

Kiwi’s argument that the Board may waste resources in addressing the key claim construction issues in the Petition makes little sense. Paper 11 at 17. The April 14, 2027 district court *Markman* hearing—just over a month before the projected FWD date—guarantees that most, if not all, of the IPR record will develop before the district court issues claim constructions. The court is thus likely to have an opportunity to consider the Board’s expertise on claim construction before it arrives

at any decisions—a key efficiency created by institution here.

***Fintiv* Factor 3 Favors Institution:** At the time of institution, the district court case will still be in its early stages—*six months* prior to the exchange of claim constructions, *nearly eleven months* before the *Markman* hearing, *a year* before close of fact discovery, and *over 13 months* before close of expert discovery and dispositive motions. EX2005. Kiwi points only to the parties’ early invalidity and infringement contentions, Paper 11 at 17, but that is not enough. The minimal investment by the parties and the Court weighs against discretionary denial. *See Am. Airlines, Inc. v. Intell. Ventures I LLC*, IPR2025-00786, Paper 12 at 2-3 (Director Aug. 29, 2025) (referring, despite patent being in force for 18 years, where there was “little investment in the district court” proceeding).

***Fintiv* Factor 4 Favors Institution:** Samsung filed a broad stipulation agreeing not to pursue in district court (i) any ground that could be raised under §§ 102 or 103 on the basis of prior art patent or printed publications, (ii) any ground based on a combination of system prior art and the references that form the basis of the IPR, or (iii) any ground that could be raised under §§ 102 or 103 on the basis of system art corresponding to a reference that forms the basis of a ground in the IPR. EX1028. Samsung’s stipulation eliminates any risk of duplication or inconsistent rulings and strongly favors institution.

Kiwi’s argument that the stipulation nonetheless “guarantees duplication” is based on unrealistic hypotheticals. Paper 11 at 16. For example, Kiwi suggests that

conditioning the stipulation on institution not being vacated/reversed could require the parties to continue litigating for “years” during appeals. *Id.* But institution decisions are *not appealable*. 35 U.S.C. § 314(d). Allowing Petitioner to determine if institution is vacated or reversed after Director review requests, on the other hand, would add a period of weeks, not years, before the stipulation is made final. Kiwi also raises hypothetical disputes about whether prior art would fall within the scope of the stipulation. Paper 11 at 16-17. But Kiwi’s questions are answered by the plain terms of the agreement—Samsung will *not* rely on system prior art corresponding to the USB 3.0 specification (a reference cited in multiple grounds) under §§ 102 or 103 if the stipulation becomes applicable. EX1028.

***Fintiv* Factor 1 Favors Institution:** Petitioner has requested a stay of the district court litigation, and that motion remains pending. Where a court has not expressed a view, this factor is neutral. *See Nikon Corp. v. Optimum Imaging Techs., LLC*, IPR2024-01372, Paper 17 at 10–11 (P.T.A.B. Apr. 23, 2025). Moreover, the institution decision will occur at a very early stage of the case, more than six months before claim construction exchanges, creating a significant likelihood that a stay will be granted. *E.g., Resonant Sys., Inc. v. Samsung Elecs. Co., Ltd.*, No. 2:22-CV-00423-JRG, 2024 WL 1021023, *4 (E.D. Tex. Mar. 8, 2024) (granting stay with close of fact discovery two months away); *STA Grp. LLC v. Motorola Sols., Inc.*, No. 2:22-CV-00381-JRG-RSP, 2024 WL 2852961, at *2 (E.D. Tex. June 5, 2024) (granting stay before the close of expert discovery).

***Fintiv* Factor 5 Favors Institution:** When Petitioners are the same as district court defendants, this factor adds “little if anything to the discretionary denial analysis[.]” *See Aylo Freesites Ltd. v. WellcomeMat, LLC*, IPR2024-00710, Paper 13 at 17–18 (Sept. 5, 2024). Factor 5 weighs against denial for the reasons described for factor 2.

***Fintiv* Factor 6 Favors Institution.** The district court case here is complex, with Kiwi asserting over 50 claims, and the merits of the Petition are strong, involving material error by the Examiner. *Infra* § II.D. Trained PTAB judges would be better suited than a lay jury to assess validity in these circumstances.

C. *Revvo* Does Not Apply Because Samsung Did Not Adopt Inconsistent Claim Constructions

Kiwi’s lead argument—that *Revvo* requires denial of institution—relies on a stark misinterpretation of the Petition and should be rejected. The Petition was *not* “structured” “based on claim constructions different from what Petitioners intend to seek in district court,” as Kiwi asserts. Paper 11 at 1, 2. Samsung instead presented invalidity grounds under two alternative sets of constructions—(a) the constructions Samsung believes are correct, based on the Applicant’s disclaimer and lexicography, IPR2026-00164, Paper 3 at 5 (Dec. 3, 2025) (“Paper 3”); and (b) Kiwi’s broader constructions, as reflected in its infringement allegations, *id.* Samsung expressly explained that its proposed constructions are correct but, for efficiency, demonstrated invalidity under *both* Samsung’s (Grounds 4-5) and Patent Owner’s

(Grounds 1-3, 6-7) positions in a single petition.

Samsung's Petition is thus entirely consistent with the Board's holding in *Revvo*. In that proceeding, the petitioner relied *exclusively* on claim constructions that were inconsistent with its positions in district court. *Revvo Techs., Inc. v. Cerebrum Sensor Techs., Inc.*, IPR2025-00632, Paper 36 at 3 (Director Jan. 26, 2026). The Director explained that the petitioner thus ran afoul of the rule to adopt "a single claim construction that best captures the true meaning of the patent claim," "because Petitioner had proposed different claim constructions as between the two forums." *Id.* (emphasis added) (citation omitted). Here, on the other hand, the Petition took extensive steps to be consistent between the two forums, explaining why the claims are invalid under either Samsung's or Kiwi's positions.

Samsung's approach promotes efficiency by presenting the alternative invalidity grounds in a single petition and asking the Board to address the key claim constructions well before the district court turns to these issues. Indeed, in district court, the parties are not scheduled to begin claim construction exchanges until December 2026, and the *Markman* hearing will not occur until April 14, 2027, just over a month before the projected FWD. Rather than waiting for Kiwi's positions, Samsung teed up the issues in the Petition and asked the Board to apply its considerable expertise to resolve the important claim construction disputes now.

The Board repeatedly institutes petitions that take the same efficient approach as Samsung, and recognizes that proposing alternative claim constructions, as

Samsung did, is expressly contemplated by the regulatory history:

[E]ven if our rules and guidance were correctly interpreted as prohibiting a petitioner from relying solely on a claim construction it believes is incorrect, that is not what Petitioner has done here. Petitioner proposes alternative claim constructions and presents at least one ground of unpatentability for each construction. *The regulatory history accompanying 37 C.F.R. § 42.104(b)(3) expressly contemplates that a petitioner may rely on alternative claim constructions.*

10X Genomics, Inc. v. Bio-Rad Lab's, Inc., IPR2020-00086, Paper 8 at 22 (P.T.A.B. Apr. 27, 2020) (emphasis added) (citing 77 Fed. Reg. 48680, 48700 (Aug. 14, 2012)). Other cases encourage that same approach. *Intel Corp. v. Qualcomm Inc.*, IPR2018-01326, Paper 8 at 11 (P.T.A.B. Jan. 15, 2019) (“If a petitioner is concerned that the Board may not adopt what it believes to be the proper claim construction, the petitioner may offer alternative constructions and demonstrate unpatentability under each construction.”); *see also Hologic, Inc. v. Enzo Life Sci., Inc.*, IPR2018-00019, Paper 21 at 6 (P.T.A.B. Nov. 28, 2018) (same).

Revvo does not purport to undermine these cases. To the contrary, recent decisions make clear that the Board can and should address alternative constructions presented in a petition. *See, e.g., Globus Med., Inc. v. Spinelogik, Inc.*, IPR2025-00226, Paper 2 at 24-25 (Nov. 21, 2024) (applying alternative claim construction) & Paper 8 (Director June 12, 2025) (denying request for discretionary denial); *Crowdstrike, Inc. v. GoSecure, Inc.*, IPR2025-00068, Paper 25 at 3-4 (Director June 25, 2025) (where a petitioner presented alternative constructions in two IPRs, requiring the Board to decide the construction first and determine which IPR to

institute). Here, Samsung efficiently presented its alternative grounds in a single petition—allowing the Board to use its specialized resources to decide the issues during trial, as it is well-suited to do.

D. Institution Is Warranted Due To The Examiner’s Material Errors

The merits here are particularly strong due to errors made during the *only* prosecution and review of the challenged claims. In this regard, Kiwi’s argument that the “claimed subject matter has already been reviewed multiple times” (Paper 11 at 4) ignores the facts. Unlike the challenged claims in the case Kiwi cites, the ’307 patent claims have never been examined by the Board. *Cf. Advanced Micro Devices Inc. v. Advanced Clusters Sys., Inc.*, IPR2025-00862, Paper 14 at 3 (Director Sep. 3, 2025) (denying institution where Board had denied institution for same challenged patent in two prior IPR proceedings for failure to show reasonable likelihood of unpatentability).

Nor have the challenged claims been reviewed multiple times during prosecution by the Office, as Kiwi suggests. Paper 11 at 5. Kiwi repeatedly points to the claims in the original patent and a related reissue, U.S. Patent No. RE49,287 (*id.* at 5, 7, 8), but, by Kiwi’s own design, those claims *differ* from the “claimed subject matter” of the ’307 patent. Indeed, the challenged claims issued only after Kiwi cancelled all original claims, conceded that the original claims had material errors that required narrowing, and added over 100 new claims with a different, narrower scope based on a new limitation not recited in either of the other patents.

That new “simultaneously” limitation is precisely the source of the Examiner’s material error in issuing the challenged claims.

1. The New “Simultaneously” Limitation In The ’307 Patent Led To Allowance Of The Challenged Claims

The new narrowing “simultaneously” limitation requires the claimed socket to “simultaneously electrically connect” via two sets of contacts on either side of a socket’s tongue.⁴ *E.g.*, EX1001, cl. 34. This “simultaneously” requirement was the “the narrowing feature” pointed to by the Applicant to address the “error” in the overly broad original patent claims requiring reissue under 35 U.S.C. § 251. EX1002 at 142 (citing “simultaneously” limitation in exemplary claim 68).

Applicant also repeatedly distinguished the prior art of record based on the same “simultaneously” limitation. In response to the Examiner’s § 103 rejection over Teicher and Lee (EX1002 at 186-290), Applicant’s sole argument was that neither reference could “simultaneously electrically connect” contacts on two sides of a socket. EX1002 at 143 (“Teicher is incapable of operating, and at least fails to disclose, at least the claimed feature of *socket structure being operative to simultaneously electrically connect via the first and second contacts.*”); *id.* (same for Lee).

⁴ Claims 116, 118-121 recite “electrically connect on the top side, the bottom side, and the top side and the bottom side of the tongue” instead of “simultaneously,” but Applicant relied on the same substantive distinctions. EX1002 at 144 (no additional argument).

And Applicant also stressed the “simultaneously” limitation in an Examiner interview discussing the prior art. During that interview, Applicant adopted an even narrower interpretation of that limitation requiring “two plugs to be inserted at the same time[.]”—the basis for Samsung’s proposed construction. EX1002 at 160; *see also* EX1002 at 162 (prior art lacked “simultaneous electrical connection”).

Based on Applicant’s distinction, the Examiner immediately allowed all challenged claims, singling out *only* the “simultaneously” limitation in the reasons for allowance. EX1002 at 79-82. The Examiner, however, never appreciated that multiple references cited on Applicant’s 300+ reference IDS—including Andre (under Kiwi’s broad construction, which ignores Applicant’s “two plug” narrowing) and Lufan with Lee (under the proper narrower “two plug” interpretation)—disclosed or rendered obvious that same “simultaneously” limitation.

2. The Examiner Materially Erred by Overlooking Andre

The Examiner’s allowance was materially erroneous for failing to recognize that Andre (the primary reference in Grounds 1-3) expressly discloses the “simultaneously” limitation under Kiwi’s broad interpretation of the term, which does not take into account Kiwi’s “two plug” disclaimer. Had the Examiner considered Andre, the claims would not have been allowed as issued.

As shown below, Andre specifically discloses *simultaneous* electrical connection between a plug (205) and a socket (202) on both sides of a socket’s tongue via **upper contact pads 226** and **lower contact pads 226**.

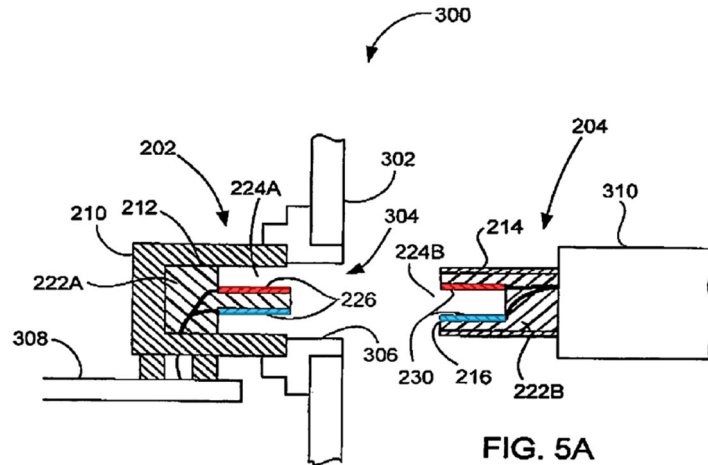


FIG. 5A

EX1005, Fig. 5A. Andre repeatedly describes the *simultaneous* electrical connection with both sides of plug 204: when the plug is inserted, “the inner electrodes 212 [receptacle, left] and 216 [plug, right] mate thus ensuring *electrical connection between the corresponding contacts 224A and B, i.e., the upper contact pads contact each other and the lower contact pads contact each other.*” EX1005, 12:64-13:3. When mated, “the rails 232 of the inner electrode 216 mate with the grooves 228 of the inner electrode 212 thus causing the upper and lower contact pads 230 of the DC plug 204 to *electrically engage the upper and lower contact pads 226 of the DC receptacle 202.*” EX1005, 10:11-16, Figs. 4A-4B; EX1003, ¶¶149-150. Andre alone fully discloses or renders obvious dozens of claims (34-39, 41-65, 67-75, 78-86, 88-96, 98-106, 114-120, 130-135), under Kiwi’s interpretations. Paper 3 at 11-46.

The Examiner committed material error by overlooking these disclosures. Unlike the two references Examiner cited during prosecution (Teicher and Lee), Andre specifically discloses simultaneous connections between a plug and a socket on two sides of a socket’s tongue. Had the Examiner considered Andre, the claims

would therefore not have been allowed as issued. For instance, to distinguish over Andre, the Examiner likely would have required claim amendments specifying a socket configured for simultaneous insertion of two plugs—consistent with the Applicant’s disclaimer during the Examiner Interview. This error was compounded by Applicant’s burying Andre in a list of 300+ references and failing to bring the relevant disclosures to the Examiner’s attention.⁵

The severity of the Examiner’s material error here is as strong as, if not stronger than, the material errors the Director has found justify referral in other petitions. *See, e.g., Carbyne*, IPR2025-00959,⁶ Paper 11 at 2 (referring and finding that Petitioner showed material error when Examiner identified a specific limitation that the prior art did not teach but that a reference cited in an IDS appeared to disclose); *Samsung Elecs. Co., Ltd. v. Wilus Inst. of Standards & Tech. Inc.*, IPR2025-00933, Paper 11 at 4 (Director Oct. 10, 2025) (referring, despite earlier trial date, because “Office erred in overlooking teachings of” reference applied by Examiner during prosecution); *Taiwan Semiconductor Mfg. Co. Ltd. v. Marlin Semiconductor Ltd.*, IPR2025-00847, Paper 11 at 3-4 (Director Sept. 3, 2025) (referring because the “Office erred in a manner material to the patentability” by “overlook[ing] certain teachings in” a reference “that appear to disclose the claimed

⁵ Notably, this error is precisely why Samsung was forced to present grounds under the Petitioner and PO’s competing claim constructions.

⁶ The Director reversed institution of *Carbyne* for reasons unrelated to the examiner’s material error. *See* IPR2025-00959, Paper 20 (Director Feb. 19, 2026).

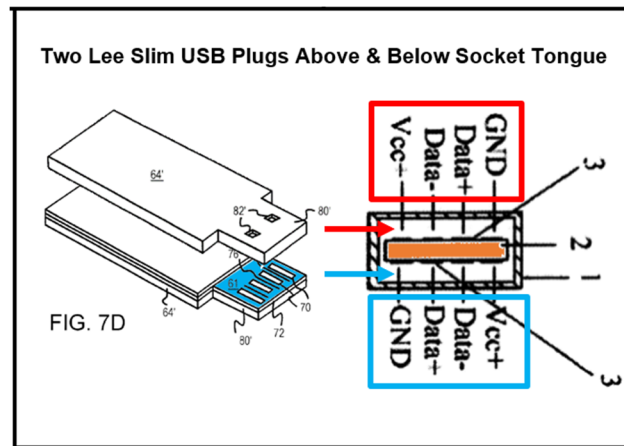
features that the patent examiner indicated were not taught by the prior art of record, including” the applied reference); *Freightcar Am., Inc. v. Nat’l Steel Car Ltd.*, IPR2025-01046, Paper-20 at 2-3 (Director Oct. 10, 2025) (referring IPR based on examiner error where “examiner overlooked certain teachings of” a disclosed reference “that appear[s] to disclose the allowable features”).

3. The Examiner Also Materially Erred by Overlooking Lufan and Lee and Failing to Locate Yuming

The Examiner also materially erred for failure to recognize the disclosures of Lufan and Lee, both listed on Applicant’s voluminous IDS, and by failing to locate Yuming⁷—references that together invalidate dozens of challenged claims under either party’s claim constructions. *See* Paper 3 at 61-95 (Ground 4).

Lufan specifically discloses a socket that can accept *two* plugs that electrically connect to a socket *at the same time*—meeting even the narrow claim scope resulting from Applicant’s disclaimer. EX1002 at 160. Lufan’s USB socket (below right) specifically has a tongue 3 with two sides of “contacts” that form two USB interfaces, which fits perfectly with *two* USB plugs. Paper 3 at 61, 63-65. Each side of the socket *can* electrically connect to two plugs *at the same time*. *Id.* Lee’s slim USB plugs (below left) are a perfect fit for this two-plug socket structure. *Id.* at 65.

⁷ Kiwi’s argument that Yuming is cumulative of Andre is also incorrect. *Compare* Paper 3 at 61-67, *with id.* at 47-51 (sockets have different structures and Petition presents significantly different obviousness analyses for Yuming and Andre). If anything, the Examiner’s failure to recognize the “simultaneously” limitation in multiple prior art relevance underscores the material error in issuing the claims.



The Examiner committed material error by overlooking these clear disclosures in Lufan, and by allowing the challenged claims because of this limitation. The error was compounded by Applicant's burying Lufan in a list of 300+ references, failing to provide a full translation of Lufan, and failing to bring its relevant disclosures to the Examiner's attention. The severity of the Examiner's material error justifies referral for the same reasons described with respect to Andre.

Moreover, combining Lufan and Lee with Yuming also renders obvious all limitations of dozens of claims (34-51, 53-96, 98-106, 108-114, 117-120, 130-135), regardless of claim construction. *E.g.*, Paper 3 at 61-95. The Examiner further erred by failing to locate Yuming despite its disclosure of basic, well-known elements of a socket easily combinable with Lufan. *Id.* at 61-62. Samsung easily located Yuming, *see* EX1040, and the Examiner committed further material error by failing to do so.

E. None of Kiwi's "Additional Factors" Support Denial

Kiwi's "additional" points repeatedly misread the Petition. Contrary to Kiwi's arguments, Samsung (a) thoroughly explained the basis for its claim constructions

based on disclaimer and lexicography, analyzing the file history and specification, Paper 3 at 2-4 (detailing disclaimer in § III.A-B), 5 (lexicography and disclaimer); and (b) for the plain meaning of other common terms (“castellated,” “recess”), relied on thorough expert testimony, as appropriate, Paper 3 at 44-45 (citing EX1003, ¶¶229, 231). Kiwi’s baseless allegation that the Petition only argued that claims are “close enough” to the prior art—a phrase that Kiwi puts in quotes, but appears nowhere in the Petition—should also be rejected. Paper 11 at 18-19. The Petition rigorously applies the prior art across dozens of duplicative claim sets, with detailed, annotated, and color-coded figures and extensive motivation to combine analysis. Kiwi notably fails to identify any specific claim that lacks the required analysis or fails to teach explicitly how to map the prior art to the claims.

Kiwi’s other criticisms have no merit. Kiwi characterizes the Petition’s combination of Zhenyu and Yuming as a “broad-brush summary”—but ignores the detailed explanation of how Zhenyu (a plug) can be combined with Yuming (a socket). Paper 3 at 99-102. Kiwi also faults Samsung’s expert declaration for having more pages than the Petition in two of seven grounds—a criticism that Kiwi does not link to any purported failures in the Petition and, in any event, ignores that those grounds adopt the analysis from prior grounds for the same claim language, which the Petition cross-references. *E.g., id.* at 47.

III. CONCLUSION

Samsung requests the Director to deny Kiwi’s request for discretionary denial.

Respectfully Submitted,

Dated: March 5, 2026

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CERTIFICATE OF SERVICE

In accordance with 37 C.F.R. §§42.6(e) and 42.105, the undersigned certifies that on March 5, 2026, a complete and entire copy of the **PETITIONER'S OPPOSITION TO PATENT OWNER'S REQUEST FOR DISCRETIONARY DENIAL** was served on counsel of record as follows:

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