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I. Patentability Requirements

A. Prior Art Invalidity

1. Anticipation (§ 102)

a. Publications/Patents

i. Public Accessibility – repository documents

“While a showing that the references themselves were prominent would likely establish public accessibility per se, such a showing is not required. The relevant inquiry is whether the channel through which the references were publicized is prominent or well-known among persons of ordinary skill in the art.” *M & K Holdings, Inc. v. Samsung Elecs. Co.*, 2020-1160, 2/1/21.

ii. Public Accessibility – presented documents (or both)

References were accessible to the public when they were “presented at JCT-VC development meetings [that] were attended by between 200 and 300 interested persons [were discussed] at the meetings [and the] JCT-VC meeting reports summarized the [] discussions [which] were conducted without any expectation of confidentiality, a factor that is relevant to the issue of public accessibility.” “[F]ull copies of the . . . references were made available to interested persons by no later than the time of the development meetings [where] distribution was accomplished through the public JCT-VC website, which hosted downloadable copies of the . . . references.” *M & K Holdings, Inc. v. Samsung Elecs. Co.*, 2020-1160, 2/1/21.

B. Invalidity Based on § 112

1. Enablement (¶ 1)

a. Timing of Analysis

“We agree that post-priority knowledge about the “reaction conditions” for the accused product cannot support the jury verdict of enablement.” *Bayer HealthCare LLC v. Baxalta Inc.*, 2019-2418, 3/1/21.

b. Summary Judgment/JMOL

“The functional limitations here are broad, the disclosed examples and guidance are narrow, and no reasonable jury could conclude under these facts that anything but “substantial time and effort” would be required to reach the full scope of claimed embodiments.” *Amgen Inc. v. Sanofi*, 2020-1074, 2/11/21.

2. Indefiniteness (¶ 2)

a. Invalid

i. Impact of Prosecution History

“Indefiniteness may result from inconsistent prosecution history statements where the claim language and specification on their own leave an uncertainty that, if unresolved, would produce indefiniteness.” *Infinity Comput. Prods., Inc. v. Oki Data Ams., Inc.*, 2020-1189, 2/10/21.

ii. Impossible Limitations

“Here, the asserted claims of the ’446 patent are nonsensical and require an impossibility—that the digital media file contain a directory of digital media files. Adopting Synchronoss’s proposal would require rewriting the claims, but “it is not our function to rewrite claims to preserve their validity.” We therefore hold that the claims are indefinite as a matter of law under § 112, paragraph 2.” *Synchronoss Techs., Inc. v. Dropbox, Inc.*, 2019-2196, 2/12/21 (citation omitted).

b. Means plus function elements

“[T]he claim term “user identifier module” does what the definiteness requirement prohibits. It is not enough that a means-plus-function claim term correspond to every known way of achieving the claimed function; instead, the term must correspond to “adequate” structure in the specification that a person of ordinary skill in the art would be able to recognize and associate with the corresponding function in the claim.” *Synchronoss Techs., Inc. v. Dropbox, Inc.*, 2019-2196, 2/12/21.

i. Computer-implemented

“The district court erred, however, in concluding that the disclosure of computer-readable media or storage devices provided sufficient structure for the “control access” function. These computer-readable media or storage devices amount to nothing more than a general-purpose computer.” *Rain Computing, Inc. v. Samsung Elecs. Co.*, 2020-1646, 3/2/21 (citation omitted).

c. Surrounding claim language

“Yet the indefiniteness here does not reside in the term “passive link” or “computer” on its own but rather in the relationship between the two in the context of these claims.” *Infinity Comput. Prods., Inc. v. Oki Data Ams., Inc.*, 2020-1189, 2/10/21.

C. Section 101

1. Abstract Idea Exclusion

a. Application of Mathematical Algorithm(s)

Invalid when “[c]laim 1 recites no concrete application for the haplotype phase beyond storing it and providing it upon request.” “Even accepting the argument that the claimed process results in improved data, we are not persuaded that claim 1 is not directed to an abstract mathematical calculation.” In re Board of Trustees of the Leland Stanford Junior University, 2020-1012, 3/11/21.

b. Improving Computer Functionality

Claim requirement that “GUI ‘is able to convert vendor-related information into information formatted for the GUI’” does not “provide any guidance as to how this purported function is achieved. Thus, [the claim] does not claim a patent-eligible technological solution to a technological problem.” *cxLoyalty, Inc. v. Maritz Holdings Inc.*, 2020-1307, 2/8/21.

2. Expert Testimony

“Although Maritz points to expert testimony, that testimony merely labels, in conclusory fashion, the invention as a technological solution to a technological problem. We do not accord weight to conclusory expert testimony.” *cxLoyalty, Inc. v. Maritz Holdings Inc.*, 2020-1307, 2/8/21.

[T]he type of un-conventionality described by [the] expert does not spare the claims. . . . At most, the testimony describes the claimed subject matter as not conventional only in the sense that the subject matter as a whole was novel.” *cxLoyalty, Inc. v. Maritz Holdings Inc.*, 2020-1307, 2/8/21.

D. Timing of Expiration

1. Term Extension

a. Appellate Review Delay

“The statutory language regarding C-delay for “appellate review” requires a “decision in the re-view reversing an adverse determination of patentability.” 35 U.S.C. § 154(b)(1)(C)(iii). That language, we conclude, is reasonably interpreted—indeed, is best interpreted—to require a reversal decision made by the Board or a reviewing court, thus excluding time spent on a path pursuing such a decision when, because of an examiner reopening of prosecution, no such decision is ever issued.” *Chudik v. Hirshfeld*, 2020-1833, 2/8/21.

II. Other Defenses

A. Pre-Issuance Activities and Intervening Rights for Reissue/Reexamined Patents

1. Equitable Determination Factors

Federal Circuit refused to “deem monetary recoupment of investments made prior to the grant of reissue as sufficient to protect investments and defeat the grant of the equitable remedy.” *John Bean Techs. Corp. v. Morris & Assocs., Inc.*, 2020-1090, 2/19/21.

“To be clear, recoupment is a factor that a court may consider, as it did in this case, in weighing the equities before making a determination on entitlement to equitable intervening rights. But it is not the sole factor a district court must consider, nor is it a factor that must be weighed more heavily, when the court balances the equities. Determining entitlement to equitable intervening rights is an analysis broader than simply determining whether a party claiming intervening rights has fully recouped its monetary investment.” *John Bean Techs. Corp. v. Morris & Assocs., Inc.*, 2020-1090, 2/19/21.

“If there is no infringement, there cannot be willful infringement. Once the district court granted Morris’s motion for summary judgment on the affirmative defense of equitable intervening rights, it did not have to reach the question of willful infringement.” *John Bean Techs. Corp. v. Morris & Assocs., Inc.*, 2020-1090, 2/19/21.

III. Literal Infringement

A. Summary Judgment/JMOL

1. Despite Expert Testimony

Summary judgment of noninfringement where expert testimony “lacks a simple declarative statement that the product has a [claim term]. The expert instead said, “it depends on how you construe that term” and, based on his “experience,” “you could make the argument that” the product has a [claim term].” *SIMO Holdings Inc. v. Hong Kong uCloudlink Network Tech. Ltd.*, 2019-2411, 1/5/21.

B. Infringing by Using the Claimed Invention

Patentee has burden to show control and benefit from full system. “In the absence of a genuine factual dispute as to Dropbox’s control of, and benefit from, the claimed system, we find no error in the district court’s conclusion that Dropbox does not directly infringe by “using” the claimed system under § 271(a).” *Synchronoss Techs., Inc. v. Dropbox, Inc.*, 2019-2196, 2/12/21.

IV. DOE Infringement

A. Vitiating Bar/Specific Exclusion

1. Opposite Feature/Element/Step

“[W]e conclude that the district court erred in evaluating this element as a binary choice between a single-component structure and a multi-component structure, rather than evaluating the evidence to determine whether a reasonable juror could find that the accused products perform substantially the same function, in substantially the same way, achieving substantially the same result as the claims.” *Edgewell Personal Care Brands, LLC v. Munchkin, Inc.*, 2020-1203, 3/9/21.

V. Relief

A. Attorneys’ fees

1. Sanctions Under Inherent Powers

Affirming sanctions and striking portions of briefs, where plaintiff made “bizarre and scandalous statements [that] extend to this court, the Judiciary, and indeed the Government as a whole.” *Arunachalam v. Int’l Business Machines Corp.*, 2020-1493, 3/1/21.

B. Willfulness

1. JMOL/Summary Judgment

“The evidence adduced at trial merely demonstrates Baxalta’s knowledge of the ’520 patent and Baxalta’s direct infringement of the asserted claims. Knowledge of the asserted patent and evidence of infringement is necessary, but not sufficient, for a finding of willfulness. Rather, willfulness requires deliberate or intentional infringement. Accordingly, we conclude that the district court did not err in granting Baxalta’s motion for JMOL of no willfulness or denying Bayer’s motion for a new trial.” *Bayer HealthCare LLC v. Baxalta Inc.*, 2019-2418, 3/1/21 (citations omitted).

C. Reasonable Royalty

1. Expert Testimony and Methodology

a. Range of Rates

“The district court properly exercised its discretion in allowing Bayer to ask the jury to select a rate between the range presented. While an expert must use reliable methodology for determining the range of possible hypothetical negotiation royalty rates, we are aware of no precedent that requires an expert to provide a single proposed royalty rate.” *Bayer HealthCare LLC v. Baxalta Inc.*, 2019-2418, 3/1/21.

2. Post-Discovery Sales/Post Verdict Sales/Ongoing Royalties

a. Jury Right

“We disagree with Baxalta that the Seventh Amendment right to a jury trial attaches to the award of pre-verdict supplemental damages in this case. We also conclude that the district court acted within its discretion in awarding supplemental damages.” *Bayer HealthCare LLC v. Baxalta Inc.*, 2019-2418, 3/1/21.

VI. Claim Construction

A. Claim Language

1. Preambles

a. Construed as Limitation

i. Position Relative to Transition Word

“The language at issue follows, rather than precedes, the word “comprising,” which is one of the transition words that typically mark the end of the preamble, with what follows constituting the body of the claim. The placement of the language therefore suggests that it is part of the body of the claim, a characterization that, if accepted, would place its limiting character beyond dispute.” *SIMO Holdings Inc. v. Hong Kong uCloudlink Network Tech. Ltd.*, 2019-2411, 1/5/21 (citations omitted).

b. Only Some Portions Are Limiting

“We decline to parse the preamble in that way where, as here, the preamble supplies the only structure of the claimed device and the disputed language does not merely identify an intended use or functional property but is “intertwined with the rest of the preamble,” *Bio-Rad*, 967 F.3d at 1371, and supplies structure noted in the specification as among the inventive advances.” *SIMO Holdings Inc. v. Hong Kong uCloudlink Network Tech. Ltd.*, 2019-2411, 1/5/21.

c. Top Level Label is Limiting or Affects Body Construction

“The parties do not dispute that the ’420 patent claims are directed only to a cassette. Therefore, absent an express limitation to the contrary, the term “clearance” should be construed as covering all uses of the claimed cassette.” *Edgewell Personal Care Brands, LLC v. Munchkin, Inc.*, 2020-1203, 3/9/21.

2. Plain and Ordinary Meaning

a. Grammar Rules

Even though some members of a list preceded by “plurality of” were plural and others singular, the Court disregarded that distinction and required multiples of each member on the basis that “as a matter of ordinary and customary meaning, a phrase grammatically

comparable to “a plurality of” at the start of a list of items joined together by “and” applied to each item in the list, not to the list considered as a whole.” *SIMO Holdings Inc. v. Hong Kong uCloudlink Network Tech. Ltd.*, 2019-2411, 1/5/21 (applying and quoting *SuperGuide Corporation v. DirecTV Enterprises, Inc.*, 358 F.3d 870 (Fed. Cir. 2004)).

b. Exceptions

i. Prosecution/Specification Disavowal

“Although [appellant] presents a close question as to disparagement, the facts here differ from those of cases finding disclaimer based on the specification.” “The specification of the ’520 patent disparages random PEGylation of FVIII, including random PEGylation targeting amines like lysines, but nowhere disparages non-random, site-directed amine/lysine PEGylation at the B-domain. Thus, we agree with the district court that Bayer did not unequivocally disclaim non-random amine/lysine PEGylation in the specification.” *Bayer HealthCare LLC v. Baxalta Inc.*, 2019-2418, 3/1/21.

3. Section 112(f)

a. When Applied

i. Method Claims

“Applicants are free to invoke § 112 ¶ 6 for a claim term nested in a method claim.” *Rain Computing, Inc. v. Samsung Elecs. Co.*, 2020-1646, 3/2/21.

ii. Overcoming Presumption Against 112(f)

Section 112(f) applies because ““module” here does not provide any indication of structure, and [Patentee] fails to point to any claim language providing any structure for performing the claimed function of being configured to control access.” *Rain Computing, Inc. v. Samsung Elecs. Co.*, 2020-1646, 3/2/21.

iii. Specific Nonce Terms

Section 112(f) applies because ““module” here does not provide any indication of structure, and [Patentee] fails to point to any claim language providing any structure for performing the claimed function of being configured to control access.” *Rain Computing, Inc. v. Samsung Elecs. Co.*, 2020-1646, 3/2/21.

iv. Not Used in Specification

“[T]he specification does not impart any structural significance to the term; in fact, it does not even mention a “user identification module.”” *Rain Computing, Inc. v. Samsung Elecs. Co.*, 2020-1646, 3/2/21.

B. Written Description

1. Disclosed Embodiment(s)

a. Presumption of Coverage Overcome

i. Multiple Embodiments

“Our case law generally reflects the understanding that there is a stronger, though still not absolute, implication that a claim will cover preferred embodiments.” “Simply stating that a “non-local calls database” is optional does not mean that the embodiment without the database is preferred.” *SIMO Holdings Inc. v. Hong Kong uCloudlink Network Tech. Ltd.*, 2019-2411, 1/5/21.

2. Interpretation of Specification Language

“Even requiring a plurality of non-local calls databases does not contradict the specification. The reference to “a non-local calls database” would ordinarily be understood to encompass one or more such databases.” *SIMO Holdings Inc. v. Hong Kong uCloudlink Network Tech. Ltd.*, 2019-2411, 1/5/21.

C. Prosecution History

1. Issuing Application

a. Changes Meaning

i. Intrinsic Evidence Despite No Disavowal

“The public-notice function of a patent and its prosecution history requires that we hold patentees to what they declare during prosecution.” *Infinity Comput. Prods., Inc. v. Oki Data Ams., Inc.*, 2020-1189, 2/10/21.

D. Timing of Construction and Parties’ Positions

1. Construing the Construction

“As the district court recognized, its summary judgment order resolved a further claim construction dispute between the parties, adding a limitation not present in the original construction.” “The district court’s clarification that the “clearance” cannot be filled by an unclaimed interfering member, therefore, constitutes a separate claim construction subject to our review.” *Edgewell Personal Care Brands, LLC v. Munchkin, Inc.*, 2020-1203, 3/9/21.

E. Limited and Ordinary Meaning Constructions

“[T]he district court did not violate its duty to interpret the claims in declining to provide a detailed interpretation of the term “random” in its claim construction instructions to the jury. The district court construed the claim term “an isolated polypeptide conjugate” to

mean “a polypeptide conjugate where conjugation was not random.” The district court resolved the parties’ controversies as to the meaning of “random.” Specifically, the district court addressed and rejected Baxalta’s two arguments.” *Bayer HealthCare LLC v. Baxalta Inc.*, 2019-2418, 3/1/21.

VII. Procedural Law

A. Applicable Circuit Law

1. Reviewing Denial of Summary Judgment on Appeal

“We review the district court’s denial of summary judgment de novo, following Second Circuit law on that general procedural matter. *Sprint PCS L.P. v. Connecticut Siting Council*, 222 F.3d 113, 115 (2d Cir. 2000).” *SIMO Holdings Inc. v. Hong Kong uCloudlink Network Tech. Ltd.*, 2019-2411, 1/5/21.

B. Preclusion

1. Issue Preclusion - Collateral Estoppel

a. Same Issue of Law or Fact Necessary to Judgment

“A losing party does not get a second bite at the apple simply because they can find a new and arguably more persuasive witness to present their evidence; this is precisely the type of rematch that collateral estoppel is intended to foreclose to serve the interests of repose and finality.” *SynQor, Inc. v. Vicor Corp.*, 2019-1704, 2/22/21.

b. Courts, Agencies and Commissions

“But compulsory process is hardly dispositive, as other factors may weigh for and against the preclusivity of an administrative decision, such as the right to obtain judicial review.” “Taking these broad considerations into account, we conclude that the procedural mechanisms used in inter partes reexamination are sufficient to apply collateral estoppel arising from a first reexamination to a second reexamination.” *SynQor, Inc. v. Vicor Corp.*, 2019-1704, 2/22/21.

C. Discovery/Evidence

1. Protective Orders and Sealed Papers

“But where the protective order purports to address the confidentiality of information on the public docket, the presumption of public access applies—and district courts have an independent duty to protect the public’s right of access—even when the parties agree to maintain confidentiality of publicly filed information pursuant to a protective order.” *DePuy Synthes Prods., Inc. v. Veterinary Orthopedic Implants, Inc.*, 2020-1514, 3/12/21.

Where a party “failed to demonstrate how it would be harmed by the public filing of the amended complaint including the Other Information, . . . [that party] has not shown a clear

error in the district court’s determination that the Other Information was not entitled to confidential treatment.” *DePuy Synthes Prods., Inc. v. Veterinary Orthopedic Implants, Inc.*, 2020-1514, 3/12/21.

VIII. Federal Circuit Appeals

A. New Arguments/Issues on Appeal/Forfeiture/Waiver/Judicial Estoppel

1. New Issue Raised in Oral Argument

“In its reply, filed nearly two months later, ABS asserted that its appeal was not moot but failed to argue in the alternative that vacatur of the decision below would be the appropriate remedy should we decide that its appeal was moot. Instead, ABS waited over seven months to raise vacatur, requesting it for the first time at oral argument.” *ABS Global, Inc. v. Cytonome/ST, LLC*, 2019-2051, 1/6/21 (Two judge majority). “[E]ven though ABS requested vacatur for the first time at oral argument, we “may nevertheless, in the exercise of [our] supervisory appellate power, make such disposition of the case as justice requires.” *Walling v. James V. Reuter, Inc.*, 321 U.S. 671, 676 (1944). Here it requires vacatur.” (Prost, C.J., dissenting).

B. Appellate Jurisdiction

1. Final Judgment

a. Achieving Finality Post-Appeal

“During oral argument, Dropbox agreed to give up its invalidity counterclaims with respect to the ’757 patent. Based on Dropbox’s representation as to its counterclaims, we deem the district court’s judgment final and we assert jurisdiction under § 1295(a)(1).” *Synchronoss Techs., Inc. v. Dropbox, Inc.*, 2019-2196, 2/12/21 (citations omitted).

2. Collateral Order Doctrine

“The district court’s order unsealing the amended complaint satisfies all three conditions [of the collateral order doctrine].” *DePuy Synthes Prods., Inc. v. Veterinary Orthopedic Implants, Inc.*, 2020-1514, 3/12/21.

3. Vacating Underlying Decision

“Because SynQor has not had the opportunity to seek review of the Board’s decisions on claims 34–38, we vacate the Board’s decisions as to those claims.” *SynQor, Inc. v. Vicor Corp.*, 2019-1704, 2/22/21.

C. Mootness of Appealed Rulings

1. Invalidity Rulings

a. IPR FWD Upholding Patentability

Where patentee acquiesced to noninfringement summary judgment after the notice of appeal, mootness, not lack of standing, was the basis for dismissing petitioner’s appeal of IPR FWD concerning the same patent claims. *ABS Global, Inc. v. Cytonome/ST, LLC*, 2019-2051, 1/6/21.

D. Relief Outside Appeal Process

1. Mandamus

a. Mandamus on Delay in Transfer Rulings

“However, given the lengthy delay and upcoming Markman hearing, we find it appropriate to grant the petition to the extent that the district court must stay all proceedings concerning the substantive issues of the case and all discovery until such time that it has issued a ruling on the motion capable of providing meaningful appellate review of the reasons for its decision. Precedent compels entitlement to such relief and the district court’s continued refusal to give priority to deciding the transfer issues demonstrates that SK hynix has no alternative means by which to obtain it.” *In re SK Hynix Inc.*, 2021-113, 2/1/21 (nonprecedential).

E. Remand Determination

1. Resolution in the First Instance

a. Denied Cross MSJ

“We also conclude that, in responding to uCloudlink’s summary-judgment motion, SIMO did not identify a triable issue on the factual question of whether, as uCloudlink asserted, the accused products lack a non-local calls database. We therefore hold that uCloudlink is entitled to summary judgment of noninfringement.” *SIMO Holdings Inc. v. Hong Kong uCloudlink Network Tech. Ltd.*, 2019-2411, 1/5/21.

2. Judicial Notice on Appeal

“Columbia additionally contends that in another separate proceeding, Illumina made statements that allegedly “undercut” its arguments in this proceeding. Columbia Motion at 1, ECF No. 51. Columbia has in fact made a motion asking us to take judicial notice of those proceedings. *Id.* We decline to do so. We limit ourselves to the present record.” *Trustees of Columbia Univ. in the City of New York v. Illumina, Inc.*, n.3, 2019-2302, 2/1/21 (nonprecedential).

F. Substitution of Parties on Appeal

Full transfer of rights from one party involved in an appealed reexamination to another party pursuant to bankruptcy is sufficient support to “grant the motion to substitute on appeal pursuant to Rule 43(b) of the Federal Rules of Appellate Procedure.” *Mojave Desert Holdings, LLC v. Crocs, Inc.*, 2020-1167, 2/11/21.

IX. Patent Office Proceedings

A. Inter Partes Review

1. Institution

a. Appeals and Petitions for Writ

i. Non-institution

“Section 314(d) prevents “appeal” from a decision denying institution. Without the ability to “appeal,” parties cannot make use of § 1295(a)(4)’s jurisdictional grant.” *Mylan Labs. Ltd. v. Janssen Pharmaceutica, N.V.*, 2021-1071, 3/12/21.

“When institution is denied, the appeal bar in § 314(d) prevents any direct appeal. But that statute is silent with respect to mandamus. There is no reason, therefore, to think § 314(d) also divests us of mandamus jurisdiction.” However, “we conclude that there is no reviewability of the Director’s exercise of his discretion to deny institution except for colorable constitutional claims.” *Mylan Labs. Ltd. v. Janssen Pharmaceutica, N.V.*, 2021-1071, 3/12/21.

b. Time limit under section 315(b)

i. Real Party in Interest

“But just because LG expressed an interest in challenging the ’433 patent’s patentability, through its filing of its own IPR petition and joinder motion, does not by itself make LG an RPI to Facebook’s IPR. The record lacks any evidence that LG exercised any control over Facebook’s decision to file for *inter partes* review (either in the Apple IPR and in this IPR) or Facebook’s arguments made during the proceedings, and vice versa. Moreover, nothing in the record suggests that Facebook recruited LG to join as a party to the Facebook IPR, thereby making LG an agent advancing Facebook’s interests.” *Uniloc 2017 LLC v. Facebook Inc.*, 2019-1688, 3/9/21.

2. Appeal

a. 314(d) Bar on PTAB Estoppel Decisions

“[W]e consider the question before us to be whether 35 U.S.C. § 314(d) statutorily precludes judicial review, following a final written decision in an inter partes review proceeding, of a challenge to the Board’s conclusion that under § 315(e)(1) a petitioner is

not estopped from maintaining the proceeding before it.” “Considering the strong presumption of reviewability of agency action, we see no indication that § 314(d) precludes judicial review of the Board’s application of § 315(e)(1)’s estoppel provision in this case, in which the alleged estoppel-triggering event occurred after institution.” *Uniloc 2017 LLC v. Facebook Inc.*, 2019-1688, 3/9/21.

3. Obviousness Rulings

a. Reversal

“We conclude that the subject matter described in claims 1 and 51 would have been obvious to a person of ordinary skill in the field of the invention. The Board’s ruling of patentability as to these claims is reversed.” *Canfield Sci., Inc. v. Melanoscan, LLC*, 2019-1927, 2/16/21.

4. Scope of Estoppel

“Because claim 7 was not at issue in the Apple IPR, the plain language of the statute supports the conclusion that Facebook is not estopped from challenging this claim in this proceeding, regardless of its dependency on claim 1.” *Uniloc 2017 LLC v. Facebook Inc.*, 2019-1688, 3/9/21.

5. Board Final Written Decision

a. New Theories Adopted by Board

Board vacated where “Although [patentee] was aware of the prior art used to invalidate claim 3 given the obviousness combination asserted against that claim, [patentee] was not put on notice that the Board might find that [the reference] disclosed all of the limitations in claim 3 and might invalidate claim 3 based on anticipation. That amounts to a marked deviation.” *M & K Holdings, Inc. v. Samsung Elecs. Co.*, 2020-1160, 2/1/21.