

A. Attorneys' fees

“These facts, taken together, created a compelling concern over the validity of the claims before this litigation was brought. In such circumstances, it does not suffice for Epic Tech or its counsel to rely only on the presumption of validity when faced with multiple indicators that these claims were unpatentable under § 101.” *Epic Tech, LLC v. Pen-Tech Assocs., Inc.*, 2025-1624, 9/30/26.

“The court’s reliance on Epic Tech’s and Baker Donelson’s presuit *infringement* investigation, however, does not explain why sanctions were unjustified under Pen-Tech’s notice theory centered on *validity*.” *Epic Tech, LLC v. Pen-Tech Assocs., Inc.*, 2025-1624, 9/30/26 (emphasis in original).

“[The district] court reasonably determined that “[m]any of the positions VDPP took were frivolous and objectively unreasonable,” including seeking future damages and an injunction on an expired patent, seeking past damages despite an inability to allege patent marking, failing to disclose relevant settlement agreements, and prolonging litigation with false statements about the settlement agreements.” *VDPP, LLC v. Volkswagen Group of America, Inc.*, 2024-2226, 8/19/26.

B. Entire Market Value Rule/Convoyed Sales

“Because evidence supports that the Zenith licenses were sufficiently comparable, Dr. Sullivan had a sufficient basis for relying on a built-in apportionment theory.” *Constellation Designs, LLC v. LG Elecs. Inc.*, 2024-1822, 8/31/26.

C. Injunction

“After *eBay*, we confirmed the presumption of irreparable harm was abolished as it applied to determining injunctive relief. Although *eBay* and *Bosch* involved permanent injunctions, we see no reason to depart from their holdings in the preliminary injunction context.” *Socket Sols., LLC v. Imp. Glob., LLC*, 2025-1121, 8/4/26 (citation omitted).

“[W]hile Ridge alleged that it had been forced to sell its doors at reduced prices because of the alleged infringement by the KNL defendants, it failed to show that there was any causal nexus between sales of the accused doors and the prices Ridge set for its own doors.” *Ridge Corp. v. Kirk National Lease Co.*, 2025-1254, 7/13/26.

“Because there is a substantial question whether the accused door can meet three separate claim limitations, we conclude that the district court erred in determining that the Ridge plaintiffs had established a likelihood of success on the merits of their infringement action.” *Ridge Corp. v. Kirk National Lease Co.*, 2025-1254, 7/13/26.

“According to Federal Rule of Civil Procedure 65(c), a court “may issue a preliminary injunction . . . only if the movant gives security in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained.” Exceptions are determined under regional circuit law. *Otsuka Am. Pharm., Inc. v. Hetero Labs Ltd.*, 2025-2016, 7/1/26.

D. Notice/Marking

“Because VDPP sought pre-suit damages, VDPP had a burden to plead compliance with the notice provision of 35 U.S.C. § 287(a), including compliance by VDPP’s licensees.” VDPP, LLC v. Volkswagen Group of America, Inc., 2024-2226, 8/19/26.

E. Reasonable Royalty

“LG asserts that Dr. Sullivan had no basis for relying on a built-in apportionment theory because he relied on third-party Zenith licenses that are not sufficiently comparable because they cover different patents, technologies, and product types.” “LG’s challenge is not properly directed to JMOL and the sufficiency of the evidence presented to the jury on damages.” Constellation Designs, LLC v. LG Elecs. Inc., 2024-1822, 8/31/26.

F. Multiple Claims or Patents

“During oral argument, LG argued for the first time that if we determine—as we do here—that some asserted claims are patent ineligible, we should vacate the damages award. This argument was foreseeable and should have been raised in LG’s opening brief.” Constellation Designs, LLC v. LG Elecs. Inc., n.4, 2024-1822, 8/31/26 (citation omitted).