UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

COMCAST CABLE COMMUNICATIONS, LLC; TVWORKS, LLC; and COMCAST MO GROUP, INC., Plaintiffs, v. SPRINT COMMUNICATIONS COMPANY L.P.; SPRINT SPECTRUM L.P.; and NEXTEL OPERATIONS, INC., Defendants.	C. A. No.: 1:12-cv-00859-JD
SPRINT COMMUNICATIONS COMPANY L.P. and SPRINT SPECTRUM L.P., Counterclaim-Plaintiffs, v. COMCAST CABLE COMMUNICATIONS, LLC; COMCAST IP PHONE, LLC; COMCAST BUSINESS COMMUNICATIONS, LLC; and COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC; Counterclaim-Defendants.	

SPRINT'S OPENING CLAIM CONSTRUCTION BRIEF

Pursuant to Section G of the Court's August 16, 2012 Case Management Order #1, Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel Operations, Inc. (collectively, "Sprint") submit the following Opening Claim Construction Brief regarding Sprint's asserted patents in this case.

TABLE OF CONTENTS

I. BACKGROUND 1

II. SUMMARY OF ISSUES 1

III. LEGAL STANDARDS 1

A. The Role of the Claims 1

B. The Role of the Specification 2

C. The Role of the Prosecution History 3

D. Other Evidence During Claim Construction 3

E. Indefiniteness and Invalidity During Claim Construction 4

IV. ARGUMENTS 4

A. Overview of the '654 Patent 4

B. Disputed Terms from the '654 Patent 5

C. Overview of the '4,907 and '7,907 Patents 8

D. Disputed Terms of the '4,907 and '7,907 Patents 10

E. Overview of the '886 Patent 16

F. Disputed Terms from the '886 Patent 17

G. Overview of the '916 Patent 20

H. Disputed Terms from the '916 Patent 21

I. Overview of the '666 Patent 27

J. Disputed Terms from the '666 Patent 29

V. CONCLUSION 31

TABLE OF AUTHORITIES

Page(s)

CASES

Allen Eng'g Corp. v. Bartell Indus., Inc.,
299 F.3d 1336 (Fed. Cir. 2002).....12

Becton, Dickinson & Co. v. Tyco Healthcare Grp., LP,
616 F.3d 1249 (Fed. Cir. 2010).....2

Catalina Mktg. Int'l, Inc. v. Coolsavings.com, Inc.,
289 F.3d 801 (Fed. Cir. 2002).....11

CR Bard, Inc. v. M3 Systems, Inc.,
157 F. 3d 1340 (Fed. Cir. 1998).....11

Exxon Research and Engineering Co. v. U.S.,
265 F.3d 1371 (Fed. Cir. 2001).....4, 14, 15

IMS Tech., Inc. v. Haas Automation, Inc.,
206 F.3d 1422 (Fed. Cir. 2000).....11

Merck & Co., Inc., v. Teva Pharms. USA, Inc.,
395 F.3d 1364 (Fed. Cir. 2005).....7

Microsoft Corp. v. i4i Ltd. P'ship,
131 S. Ct. 2238 (2011).....4

NTP, Inc. v. Research in Motion Ltd.,
418 F.3d 1282 (Fed. Cir. 2005).....3

Phillips v. AWH Corp.,
415 F.3d 1303 (Fed. Cir. 2005) (*en banc*) 1, 2, 3, 12, 13, 23, 29, 31

Process Control Corp. v. HydReclaim Corp.,
190 F.3d 1350 (Fed. Cir. 1999).....20

SciMed Life Sys., Inc. v. Adv. Cardiovascular Sys., Inc.,
242 F.3d 1337 (Fed. Cir. 2001).....3

Teleflex, Inc. v. Ficosa N. Am. Corp.,
299 F.3d 1313 (Fed. Cir. 2002).....3

STATUTES

35 U.S.C. § 282 4

I. BACKGROUND

In this suit, Sprint asserts that Comcast infringes six patents owned by Sprint: U.S. Patent Nos. 7,054,654 ("the '654 patent"), 6,754,907 ("the '4,907 patent"), 6,757,907 ("the '7,907 patent"), 7,602,886 ("the '886 patent"), 6,727,916 (the '916 patent"), 6,965,666 ("the '666 patent") (collectively, the "Sprint Patents"). In this brief, Sprint will address the proper construction of certain claim language found in the asserted Sprint Patents.[1]

II. SUMMARY OF ISSUES

The parties dispute the proper construction of 23 terms or phrases contained in the asserted claims of the Sprint Patents. For many of these terms or phrases, Sprint contends no judicial construction is warranted and that the claim language should be afforded its plain and ordinary meaning. In contrast, Comcast's proposals seek to either: (1) unduly restrict the claims to limitations cherry-picked from the specification or manufactured by Comcast; or (2) render the claims invalid as indefinite. Neither the relevant evidence nor law supports Comcast's approach to claim construction. Sprint respectfully urges this Court to adopt Sprint's proposals.

III. LEGAL STANDARDS

A. The Role of the Claims

It is a "bedrock principle" of claim construction that "the claims of a patent define the invention which the patentee is entitled the right to exclude."[2] The words of the claims thus define the scope of the patented invention.[3]

---

[1] In addition, Comcast alleges that Sprint infringes three patents—namely, U.S. Patent Nos. 5,987,323, 5,991,271, and 6,885,870 (collectively, the "Comcast Patents"). Comcast will address the parties' disputed constructions for the Comcast Patents in its opening brief. Sprint will respond to these issues in its responsive brief, due November 21.

[2] *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (*en banc*) (quotation omitted).

[3] *Id.* at 1312 (citation omitted).

Ordinarily, claims should be given their ordinary and customary meaning as understood by a person of ordinary skill in the art, viewing the claim terms in the context of the entire patent.[4] In most cases, the ordinary meaning of claim language is readily apparent, and claim construction will involve little more than "the application of the widely accepted meaning of commonly understood words."[5]

B. The Role of the Specification

Claim terms, of course, must be understood in light of an inventor's written description of the invention.[6] Thus, where the meaning cannot be derived solely from the claim language itself, the specification is the "single best guide to the meaning of a disputed term."[7] Moreover, "[t]he construction that stays true to the claim language and most naturally aligns with the patent's description of the invention will be, in the end, the correct construction."[8] However, as a general rule, the particular examples or embodiments discussed in the specification are not to be read into the claims as limitations.[9]

Importantly, interpreting what is meant by the words in a claim "is not to be confused with adding an extraneous limitation appearing in the specification, which is improper."[10] Thus, "claim terms take on their ordinary and accustomed meanings unless the patentee demonstrated an intent to deviate from the ordinary and accustomed meaning of a claim term by redefining the term or by characterizing the invention in the intrinsic record using words or expressions of

---

[4] *Id.* at 1312-13.
[5] *Id.* at 1314.
[6] *Id.* at 1313.
[7] *Id.* at 1321.
[8] *Phillips*, 415 F.3d at 1316.
[9] *Id.* at 1323.
[10] *Becton, Dickinson & Co. v. Tyco Healthcare Grp., LP,* 616 F.3d 1249, 1264 (Fed. Cir. 2010) (citation omitted).

DOCKET ALARM

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts

Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research

With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips

Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS
Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS
Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS
Sync your system to PACER to automate legal marketing.