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.
_____
 	
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.
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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.

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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]

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[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

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[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).

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