



IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

ULTRAVISION TECHNOLOGIES, LLC,	)	
	)	
Plaintiff,	)	Case No. 2:18-cv-00100-JRG-RSP
	)	(LEAD CASE)
v.	)	
	)	<b><u>JURY TRIAL DEMANDED</u></b>
GOVISION, LLC,	)	
	)	
Defendant.	)	

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ULTRAVISION TECHNOLOGIES, LLC,	)	
	)	
Plaintiff,	)	Case No. 2:18-cv-00112-JRG-RSP
	)	(CONSOLIDATED CASE)
v.	)	
	)	<b><u>JURY TRIAL DEMANDED</u></b>
SHENZHEN ABSSEN OPTOELECTRONIC	)	
CO., LTD., ET AL.,	)	
	)	
Defendants.	)	

**PLAINTIFF ULTRAVISION TECHNOLOGIES, LLC'S  
MOTION FOR A NEW TRIAL UNDER FED. R. CIV. P. 59(A)(1)(A) AND  
TO ALTER THE JUDGEMENT PURSUANT TO FED. R. CIV. P. 59(E)**

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Plaintiff Ultravision Technologies, LLC (“Ultravision” or “Plaintiff”) hereby moves for a new trial under Fed. R. Civ. P. 59(a)(1)(A) and to alter the judgment pursuant to Fed. R. Civ. P. 59(e). After a six-day trial against Defendants Shenzhen Absen Optoelectronic Co., Ltd. and Absen, Inc. (collectively “Absen” or “Defendants”), the jury found the three asserted claims not infringed and invalid. Dkt. 691.

The jury’s verdict was based on an erroneous claim construction of the phrase “sealed to be waterproof,” which influenced the findings of non-infringement and invalidity. The jury’s verdict was also based on an erroneous construction of the claim term “modular display panel,” and, based upon that construction, Ultravision’s expert Mr. Credelle was erroneously excluded from presenting his opinions as set forth in his expert report regarding interchangeability of prior art display panels, which impacted the finding of invalidity.

Ultravision also moves to modify the final judgment to include a final judgment of non-infringement of two patents to which the parties stipulated to non-infringement based upon claim constructions. Dkt. 637, Joint Stipulation of Non-Infringement.

## **I. PROCEDURAL BACKGROUND**

The parties’ proposed constructions for the term “sealed to be waterproof” were similar. Ultravision proposed the construction, “enclosed so as to be waterproof (*as construed above*),” where “waterproof” was proposed to be construed as “preventing water from entering the interior of the panel when exposed to weather.” Dkt. 332-1 at 6. Absen proposed the construction, “sealed to prevent water from entering (*the panel*).” *Id.* As the Court noted in the Claim Construction Memorandum and Order (Dkt. 407), “The parties agree that ‘waterproof’ requires ‘preventing water from entering [the interior of] the panel,’ but disagree on whether the language ‘when exposed to weather’ should be included in the construction.” *Id.* at 19. Neither party

proposed a construction that included an Ingress Protection rating requirement. The Court construed the term “sealed to be waterproof” as “sealed to have an ingress protection (IP) rating of IP 65 or higher.” *Id.* at 23-24.

Plaintiff filed objections to the Claim Construction Memorandum and Order, arguing that the Court’s construction for “sealed to be waterproof” was clearly erroneous as, *inter alia*, violating the doctrine of claim differentiation because dependent claims specifically recite Ingress Protection ratings, including an ingress protection rating of IP65. Dkt. 420. The Court overruled Plaintiff’s objections and adopted the Claim Construction Order (Dkt. 407). Dkt. 580.

Both Ultravision and Absen agreed that the term “modular display panel” is an “interchangeable” display panel for a multi-panel display. Ultravision’s proposed construction was “interchangeable display panel for a multi-panel modular display.” Dkt. 332-1 at 6. Absen proposed the term be construed as “a singular interchangeable, self-contained display panel for multi-panel display system.” *Id.* The Court agreed “with the parties’ proposal that the Modular Display Panel terms should be construed to include ‘interchangeable.’” Dkt. 407 at 15. The Court did not provide an explanation of what “interchangeable” means in the context of the construction and provided only a single exemplary citation to the ’782 Patent specification where the term “interchanged” was used. *Id.* at 15-16.

Neither party raised the question of the meaning of “interchangeable” as used in the Court’s construction until pretrial proceedings. Absen filed a Motion *in Limine* requesting that Ultravision not be allowed to present evidence or testimony inconsistent with the Court’s Claim Construction Order. Dkt. 605 at 1-2. Absen also filed a *Daubert* Motion related to Ultravision’s expert, Mr. Credelle, and his opinions on “interchangeable.” Dkt. 438. At the Pretrial

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