

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

**OMEGA PATENTS, LLC,
a Florida Corporation**

Plaintiff,

vs.

**CALAMP CORP.,
a Delaware Corporation**

Defendant.

Case No. 6:13-cv-1950-ORL-40-DAB

**PLAINTIFF’S OPPOSITION TO CALAMP’S
MOTION FOR CLAIM CONSTRUCTION (DOC. 39)**

Omega Patents, LLC (“Omega”), through its undersigned counsel, hereby submits its response to Calamp’s Motion for Claim Construction (Doc. 39), and in opposition states as follows:

While the parties agreed on several terms for which construction was appropriate, there are a number of additional terms for which Calamp believes additional construction beyond the plain language itself is required. Many of these terms are defined within the claim itself. Perhaps more importantly, there is no need for construction of terms that have no bearing on issues in dispute in the case. It is unclear what issue, if any, is impacted by the terms that have been identified by Calamp as requiring further construction.

The following table provides the disputed terms along with the parties' proposed constructions:

Claim Term	Omega's Construction	Calamp's Construction
Data communications bus/vehicle data communications bus/vehicle data bus	No construction needed; alternatively, it should be defined as follows: wired connection for communication of digital messages among vehicle devices, with each message including one or more device addresses	Wired connection for transferring data to and from vehicle devices
Vehicle device	No construction needed	Electrical or electronic components in a vehicle that can be controlled and/or the status thereof read
Command signal	No construction needed; alternatively, it should be defined as follows: Signal generated on the data communications bus for operating a vehicle device	Signal generated on the data communications bus for operating a vehicle device to cause a desired function to be performed at the vehicle
Device codes	No construction needed; alternatively, it should be defined as follows: Signal to or from a vehicle device	Signal from a vehicle device read on the vehicle bus
Function	No construction needed; alternatively, it should be defined as follows: An operation of a vehicle device	An operation of a vehicle device, such as remote starting the engine, remotely unlocking the vehicle doors, or changing the mode of a security system between armed and disarmed
Remote vehicle speed exceeded notification	No construction needed; alternatively, it should be defined as follows: Notification sent when a vehicle speed exceeds a speed threshold for a first time period	A message sent from a vehicle indicating that the vehicle has exceeded a particular speed
Downloading interface	No construction needed	Connection that can receive data

Claim Term	Omega's Construction	Calamp's Construction
Enabling data	No construction needed; alternatively, it should be defined as follows: Data related to the at least one corresponding vehicle device code for use by said multi-vehicle compatible controller	A vehicle device code or codes, an instruction to select a code or codes, or the data or sequence to allow the controller to generate a vehicle device code or codes
Programming instructions	No construction needed	Code which instructs the controller to perform an operation
Transmitter	Radio frequency transmitter	Device that send signals
Receiver	Radio frequency transmitter/receiver	Device that receives signals

“When the parties present a fundamental dispute regarding the scope of a claim term, it is the court's duty to resolve it.” *O2 Micro Int'l Ltd. v. Beyond Innovation Tech. Co.*, 521 F.3d 1351, 1362 (Fed. Cir. 2008). Likewise, there is no need to construe terms where the meaning is irrelevant to issues of infringement or validity. *See id.* With many of the terms above, Calamp has never offered any explanation how the “dispute” on claim construction has any impact on the issues in this case. Instead, Calamp’s proposed claim constructions often ignore the claims and context in which they appear. Terms are easily understood if read in the context of the claim, as is proper. For many of the terms, Omega believes it to be inappropriate to attempt to construe the term, as the terms are clear on their face and any “definition” is unnecessary to resolve an issue of infringement or validity. Nonetheless, in some instances where Calamp contests the meaning of a claim, Omega proposes its own definitions, should the Court decide a definition is required, as Calamp improperly attempts to read limitations from the specification into the claims.

I. INTERPRETATION OF CLAIM TERMS PROPOSED BY CALAMP

A. Interpretation of “Data communications bus/vehicle data communications bus/vehicle data bus”

Omega’s Proposed Interpretation: ***No construction needed***; alternatively, it should be defined as follows: wired connection for communication of digital messages among vehicle devices, with each message including one or more device addresses.

Defendant’s Proposed Interpretation: Wired connection for transferring data to and from vehicle devices.

Courts have often stated that claim interpretation is not to be “an obligatory exercise in redundancy.” *United States Surgical Corp. v. Ethicon, Inc.*, 103 F.3d 1554, 1568 (Fed. Cir. 1997). “[O]nly those terms need be construed that are in controversy, and only to the extent necessary to resolve the controversy.” *Vivid Techs., Inc. v. Am. Sci. & Eng’g, Inc.*, 200 F.3d 795, 803 (Fed. Cir. 1999). Yet there is no explanation from Calamp why construction of this term is necessary to resolve any controversy.

Nonetheless, claim construction begins with the ordinary and accustomed meanings. Both parties agree that a data communications bus is a wired connection for transferring data. However, Calamp’s proposed definition requires data transfer both to and from vehicle devices. Nothing in the claim terms suggests or mandates two-way communication. The specification makes it clear that the types of bus described in the ‘876 Patent includes using device addresses to send a message to specific vehicle devices on the bus without any requirement of two-way commands. The plain language supports Omega’s proposed construction. The term “data communications bus” appears in many of the asserted claims, including exemplary claim 1 of the ‘876 Patent:

1. A control system for a vehicle comprising a <i>data communications bus</i> and at least one vehicle device connected to the <i>data communications bus</i> , the control system comprising:
a transmitter and a receiver for receiving signals from said transmitter; and
a multi-vehicle compatible controller at the vehicle and cooperating with said transmitter and receiver, said multi-vehicle compatible controller generating at least one set of command signals on the <i>data communications bus</i> for the at least one vehicle device, the at least one set of command signals comprising at least one working command signal and at least one non-working command signal for a given vehicle to thereby provide command compatibility with a plurality of different vehicles.

As set forth in claim 1 of the ‘876 Patent, the recited multi-vehicle compatible controller communicates with at least one vehicle device by generating at least one set of command signals. There is no requirement in claim 1 that data must also be transferred from the vehicle device to the control system. Instead, the claim language only requires signals be generated by the controller for at least one vehicle device. Calamp’s requirement that the devices must also receive data from other vehicle devices is narrow and unsupported.

To the extent that a term is disputed and must be construed, the court may examine the specification, drawings and prosecution history to confirm that the patentee’s use of the term is consistent with the ordinary meaning. *See Rexnord Corp. v. Laitram Corp.*, 274 F.3d 1336, 1342-1343 (Fed. Cir. 2001). Claim terms are to be given the broadest interpretation supported by the specification. *See id.* at 1347. As described in the ‘876 Patent, because there can be many devices that can be linked by a data communications bus, messages include addresses to specify the device to which the message is directed. As explained in the specification, messages on the bus can use addresses to ensure “that the devices can recognize which messages to ignore and which messages to respond or read.” (‘876 Patent, 2:18-22¹.) The ‘876 Patent also references

¹ Citations to the patents are in the column:line format.

other patents related to an automotive data communications bus, such as U.S. Patent No. 4,538,262, which claims a multiplex bus system that includes address data. ('876 Patent, 2:32-37.)

Calamp's definition should be rejected. If the Court determines construction is necessary, the plain language of the claims is consistent with Omega's proposed construction.

B. Interpretation of "Vehicle device"

Omega's Proposed Interpretation: *No construction needed.*

Defendant's Proposed Interpretation: Electrical or electronic components in a vehicle that can be controlled and/or the status thereof read.

No construction is needed for the term "vehicle device." The claim simply refers to a device in the vehicle connected to the data communications bus. The claim itself does not require that every vehicle device can be "controlled" or the status "read" as claimed by Calamp. Quite the opposite; there are several dependent claims that do require that the vehicle device be a particular type of device and that it be operable via the bus, suggesting that such a characteristic is not necessarily required in a vehicle device in the independent claims. (*See, e.g.* claims 7, 8, 24, 25, 38, 39.) Calamp's proposed definition is nothing more than plucking one reference in the specification – "the vehicle 21 includes a number of electrical/electronic devices that can be controlled and/or the status thereof read via the data communications bus 30" -- and attempting to graft this limitation onto the term itself. ('876 Patent, 6:60-63.) The Federal Circuit has noted that "although the specification often describes very specific embodiments of the invention, we have repeatedly warned against confining the claims to those embodiments." *Phillips v. AWH Corp.*, 415 F.3d 1303, 1323 (Fed. Cir. 2005). Indeed, Calamp's entire argument is that the limitations is "taken directly from the specification," and therefore must be correct. Nothing in

the claim or specification suggests any need to define the term “vehicle device,” there is no issue of infringement or validity that turns on the issue, and there is no basis to restrict the term based on a single sentence describing an embodiment of the invention. Calamp’s proposed definition should be rejected.

C. Interpretation of “Command Signal”

Omega’s Proposed Interpretation: *No construction needed*; alternatively, it should be defined as follows: Signal generated on the data communications bus for operating a vehicle device.

Defendant’s Proposed Interpretation: Signal generated on the data communications bus for operating a vehicle device to cause a desired function to be performed at the vehicle.

No construction is needed for the term “command signal,” as the meaning of the term is apparent from the claims themselves. “There is a heavy presumption that the terms used in claims mean what they say...” *Resonate Inc. v. Alteon Websystems, Inc.*, 338 F.3d 1360, 1364 (Fed. Cir. 2003), citing *Tex. Digital Sys., Inc. v. Telegenix, Inc.*, 308 F.3d 1193, 1201 (Fed. Cir. 2002). Claim 1 of the ‘876 Patent states as follows:

1. A control system for a vehicle comprising a data communications bus and at least one vehicle device connected to the data communications bus, the control system comprising:
a transmitter and a receiver for receiving signals from said transmitter; and
a multi-vehicle compatible controller at the vehicle and cooperating with said transmitter and receiver, said multi-vehicle compatible controller generating at least one set of command signals on the data communications bus for the at least one vehicle device, the at least one set of command signals comprising at least one working command signal and at least one non-working command signal for a given vehicle to thereby provide command compatibility with a plurality of different vehicles.

As with the prior terms, Calamp has yet to suggest any theory of invalidity or noninfringement based on the interpretation of this claim. Nonetheless, Claim 1 of the ‘876 Patent describes a signal on the data communication bus for providing command capability for at

least one vehicle device. However, the claim makes it clear that not all command signals will cause a vehicle device to function, as the control system uses both working and non-working command signals. This is consistent with the discussion in the specification:

The at least one set of command signals preferably comprises at least one working command signal and at least one non-working command signal for a given vehicle to thereby provide compatibility with a plurality of different vehicles. In other words, multiple signals or codes can be generated on the data communications bus, and only that code for the given vehicle and device will cause an operation or response from the vehicle device.

‘876 Patent, 3:12-20 (underlining added).

Calamp’s proposed definition defines the command signal to be “for operating a vehicle device to cause a desired function to be performed at the vehicle,” which *conflicts* with the claims and specification. Calamp’s construction suggests that all command signals, both working and non-working, operate a device to cause a desired function to be performed. Such a construction is contrary to claim and therefore cannot be correct. Calamp’s proposed construction should be rejected, and if any construction is needed, Omega’s construction should be adopted.

D. Interpretation of “Device codes”²

Omega’s Proposed Interpretation: *No construction needed*; alternatively, it should be defined as follows: Signal to or from a vehicle device.

Defendant’s Proposed Interpretation: Signal from a vehicle device read on the vehicle bus.

No construction is needed for the term “device codes,” as the meaning of the term is apparent from the claims themselves. Claim 12 of the ‘876 Patent is exemplary:

² Calamp’s motion indicates this term is used in a number of claims where it does not actually appear. For example, Calamp’s motion identifies 18 asserted claims of the ‘876 and ‘885 Patents when it is only found in two asserted claims of the ‘876 Patent, and four in the ‘885 Patent.

12. A control system according to claim 1 wherein said multi-vehicle compatible controller is further for storing a set of **device codes** for a given vehicle device for a plurality of different vehicles, for reading a **device code** from the data communications bus, and for determining a match between a read **device code** and the stored **device codes** to thereby provide reading compatibility with a plurality of different vehicles.

As claimed above and explained in the patent in suit, the controller can store, read or process devices codes. ('876 Patent, 9:15-28; '885 Patent, 3:5-26.) How can a device code be construed to mean a signal "read on the bus" when it is clear from both the claims and the specification that reading device codes from the bus is but one option? Calamp's construction makes no sense. One thing is clear, the proposed definition conflicts with the claims that recite the term and an embodiment disclosed in the specification, and therefore it is improper. *See SanDisk Corp. v. Memorex Prods., Inc.*, 415 F.3d 1278, 1285 (Fed. Cir. 2005) (quoting *Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1583 (Fed. Cir. 1996))("[a] claim construction that excludes a preferred embodiment . . . 'is rarely, if ever, correct.'") Device codes are more properly understood to mean signals to or from a vehicle device, as this allows device codes to be read from the bus, as well as stored and processed by the controller, as required by the claims and described in the specification. Calamp's construction should be rejected, and if any interpretation is necessary, it should be the construction offered by Omega.

E. Interpretation of "Function"

Omega's Proposed Interpretation: ***No construction needed***; alternatively, it should be defined as follows: An operation of a vehicle device.

Defendant's Proposed Interpretation: an operation of a vehicle device, such as remote starting the engine, remotely unlocking the vehicle doors, or changing the mode of a security system between armed and disarmed.

No construction is needed for the term "function," as the meaning of the term is apparent from the plain language. "[T]he ordinary meaning of claim language as understood by a person

of skill in the art may be readily apparent even to lay judges, and claim construction in such cases involves little more than the application of the widely accepted meaning of commonly understood words”. *Brown v. 3M*, 265 F.3d 1349, 1352 (Fed. Cir. 2001). The term function should be neither difficult or controversial. The only asserted claim reflects the plain meaning of the term, as understood in the English language;

24. A control method for a vehicle comprising a data communications bus and at least one vehicle device connected thereto, the method comprising:
storing a set of device codes for a given vehicle device for a plurality of different vehicles;
reading a device code from the data communications bus; and
determining a match between a read device code and the stored device codes and performing a <i>function</i> based thereon to thereby provide compatibility with a plurality of different vehicles.

The term function simply refers to an operation of a vehicle device. Calamp suggests there is a “definition” supplied in the ‘885 Patent for the term. This is incorrect. The ‘885 Patent describes various embodiments of the invention, and describes numerous exemplary functions. For example, the abstract of the ‘885 Patent states that the “approach [described in the patent] is useful for a number of vehicle remote control *functions* including vehicle security, remote keyless entry and remote starting.” (‘885 Patent, abstract.) The summary of the invention explains that the invention “is useful for a number of vehicle remote control *functions*.” (‘885 Patent, 3:7-8.) Later the ‘885 Patent explains that the controller “may be for one or more of the conventional vehicle remote control *functions broadly* considered as vehicle security, remote keyless entry, or remote starting. *Other similar control functions* for a vehicle are also contemplated by the present invention.” (‘885 Patent, 8:59-63.) There can be no doubt that the term “function,” as it is used in the claims and the specification, refers broadly to an operation of a vehicle device. Despite Calamp’s argument to the contrary, the specification does not limit the

scope of this term, and should not include “everything expressed in the specification.” *See Teleflex, Inc. v. Ficosa N. Am. Corp.*, 299 F.3d 1313, 1326 (Fed. Cir. 2002). Calamp’s definition should be rejected.

F. Interpretation of “Remote vehicle speed exceeded notification”

Omega’s Proposed Interpretation: ***No construction needed***; alternatively, it should be defined as follows: Notification sent when a vehicle speed exceeds a speed threshold for a first time period.

Defendant’s Proposed Interpretation: a message sent from a vehicle indicating that the vehicle has exceeded a particular speed.

No construction is needed for the term “remote vehicle speed exceeded notification,” as the meaning of the term is apparent from the plain language. The claim makes clear exactly what this term means...the Court need not construe the claim simply because Calamp requests construction. Claim 1 of the ‘727 Patent provides context for this term:

1. A speed exceeded notification device for a vehicle of a type comprising a vehicle data communications bus extending throughout the vehicle, and at least one vehicle device generating data related to vehicle speed on the vehicle data communications bus, the speed exceeded notification device comprising:
a wireless communications device; and
a controller to be coupled to the vehicle data communications bus for reading the data related to vehicle speed from the vehicle data communications bus, and
determining when a vehicle speed exceeds a speed threshold for a first time period and based thereon cooperating with said wireless communications device to send a <i>remote vehicle speed exceeded notification</i> .

Rather than looking at claim terms in a vacuum, claim terms must be read and understood in context of the claims as a whole. *In re Marosi*, 710 F.2d 799, 802 (Fed. Cir. 1983) (“Claims are not to be read in a vacuum...”). Although Calamp claims that it is necessary to define the term because otherwise the term is simply a “nebulous message without an origin” (Doc. 39, p. 18), this argument ignores the fact that claim 1 specifically recites the controller cooperating

with the wireless communications device to send a remote vehicle speed exceeded notification. All of the claimed embodiments describe the term in the same manner. There is nothing nebulous about this term -- if one starts construction with the claim itself, as is proper, there can be but one interpretation. There is no reason to construe this phrase, as the plain language is readily understood. Calamp's construction should be rejected.

G. Interpretation of "Downloading interface"

Omega's Proposed Interpretation: *No construction needed.*

Defendant's Proposed Interpretation: connection that can receive data.

Calamp contends that "jurors may believe that this is referring to software interface for downloading..." (Doc. 39, p. 19.) Where does the specification indicate the downloading interface cannot accommodate software, and how does this change any issue in the case one way or the other? There are several claims of the '278 Patent that refer to a wired downloading interface (e.g. claim 2), some encompass a wireless downloading interface (e.g. claim 4), while others include a downloading interface for one or more programming instructions (e.g. claim 8). In other words, there are at least three distinct downloading interfaces. Only the wired downloading interface suggests there need be a "connection". Is Calamp suggesting a particular physical connection is required by this definition, for is so, it would seemingly contradict at least claim 4. The specification refers broadly to a downloading interface, and nothing cited by Calamp suggests a narrow definition is required. Calamp's construction should be rejected.

H. Interpretation of “Enabling data”

Omega’s Proposed Interpretation: *No construction needed*; alternatively, it should be defined as follows: Data related to the at least one corresponding vehicle device code for use by said multi-vehicle compatible controller.

Defendant’s Proposed Interpretation: a vehicle device code or codes, an instruction to select a code or codes, or the data or sequence to allow the controller to generate a vehicle device code or codes.

Calamp argues the term “enabling data” lacks and common meaning and specific structure. Yet these words are neither complicated nor unknown, and the meaning is easily understood read in the context of an actual claim from the ‘278 Patent:

1. A multi-vehicle compatible tracking unit for a vehicle comprising a vehicle data bus extending throughout the vehicle, the multi-vehicle compatible tracking unit comprising:
a vehicle position determining device;
a wireless communications device;
a multi-vehicle compatible controller for cooperating with said vehicle position determining device and said wireless communications device to send vehicle position information;
said multi-vehicle compatible controller to be coupled to the vehicle data bus for communication thereover with at least one vehicle device using at least one corresponding vehicle device code from among a plurality thereof for different vehicles; and
a downloading interface for permitting downloading of <i>enabling data</i> related to the at least one corresponding vehicle device code for use by said multi-vehicle compatible controller.

As the last element of claim 1 establishes, enabling data can relate to “at least one corresponding vehicle device code for use by said multi-vehicle compatible controller.” In other words, the multi-vehicle compatible controller can use enabling data that relates to at least one corresponding vehicle device code. As an alternative, Calamp lifts a sentence from the specification and again, as in other proposals, simply inserts the specification into the claim. This is unquestionably inconsistent with the Federal Circuit’s guidance on claim construction, which holds “[t]his court consistently declines to construe claim terms according to the preferred embodiment.” *Northern Telecom Ltd. v. Samsung Elecs. Co.*, 215 F.3d 1281, 1293 (Fed. Cir.

2000). Ultimately, Calamp’s proposal is disjointed and does nothing more than confuse the language and issues for the jury.

Calamp also half-heartedly argues that the term should be construed as a means-plus-function claim under 35 U.S.C. §112. However, there is neither the telltale “means” language, nor any recited function as part of the claim. “[A] claim term that does not use ‘means’ will trigger the rebuttable presumption that § 112 P 6 does not apply.” *Ccs Fitness v. Brunswick Corp.*, 288 F.3d 1359, 1369 (Fed. Cir. 2002). Calamp offers no evidence to rebut the presumption that the term is not a means plus function limitation, and therefore its argument that the term should be interpreted as such must be rejected.

Moreover, Calamp again has identified a claim term where the definition has no impact on the issues of infringement and validity. Claim construction is not intended to be a purely academic exercise devoid and any connection to the case...there must be a legitimate dispute that necessitates construction. *See United States Surgical Corp.*, 103 F.3d at 1568.

I. Interpretation of “Programming instruction”

Omega’s Proposed Interpretation: ***No construction needed.***

Defendant’s Proposed Interpretation: code which instructs the controller to perform an operation.

Calamp contends that the term programming instruction is “susceptible to multiple meanings, and it would be error to allow the jury to interpose a meaning not supported by the specification.” (Doc. 39, p. 21.) Calamp fails to articulate any of these purported dangerous meanings, nor does it explain why or how a jury might choose some improper meaning. It is also unclear how this term has any bearing on the issues in dispute in this case. Calamp argues in its brief that a programming instruction is for programming the controller, which is true (and clear

from the claims). Calamp then argues that this is the same as “code which instructs the controller to perform an operation,” without the benefit of any citation to the patent, the file history, or any other evidence. What is the purpose of the claim language if litigants can simply change the terms to other language devoid of any context or support in the patents? Calamp’s proposed construction is not supported by law. There is no reason to construe the claim beyond the plain language already found in the claim.

II. INTERPRETATION OF CLAIM TERMS DISPUTED BY BOTH PARTIES

While Calamp has identified a number of terms that seemingly have no bearing on the issues in this case, there are two terms, **transmitter and receiver**, which are implicated by prior art submitted by Calamp.

A. Interpretation of Transmitter/Receiver:

Omega’s Proposed Interpretation: Radio frequency transmitter/receiver

Calamp’s Proposed Interpretation: Device that sends/receives signals.

Ironically, after submitting all of its proposed constructions on terms that it has identified (and for which there appears to be no meaningful reason to construe) relying on a narrow interpretation and an effort to restrict the terms to a single described embodiment, Calamp takes the opposite approach with the terms transmitter and receiver. On these terms, Calamp proposes a construction completely devoid of any usage in the context of the inventions. As explained in far more detail in Omega’s Motion for Claim Construction (Doc. 38), the context of the inventions is remote control systems for a vehicle, which are, by their very nature, mobile. The systems at issue could be used to send signals to a vehicle from hundreds or thousands of miles away...making the notion of a wired transmitter and receiver impossible.

Every one of the embodiments described and illustrated in the ‘876 and ‘885 Patents, as well as those described in all patents from which the ‘876 and ‘885 Patents relate (such as the initial ‘551 Patent), describe only radio frequency transmitters and receivers. Consistent with the disclosure in the ‘551 Patent and other related patents, both the ‘876 and ‘885 Patents explain that the invention is related to “a remote control system and related methods for vehicles.” (‘876 Patent, 1:16-18; ‘885 Patent, 1:16-18.) Likewise, every one of the figures that depicts the transmitter/receiver (numbered elements 31-34) in the ‘876 and ‘885 Patents depicts an RF transmitter/receiver, including a “lightning bolt,” a standard drafting symbol for remote or RF signal. (‘876 and ‘885 Patents, Figs. 1, 2, 4.) Each of these figures depicts the same transmitters and receivers (numbered elements 31-34) using RF communication (whether via RF link directly or through a communications network). (*See id.*)

Calamp’s argument hinges entirely on a reference in the ‘876 and ‘885 Patents to using a public switched telephone network (PSTN). However, Calamp selectively quotes the patents, omitting the portion that undercuts the argument it advances. The entire passage reads as follows:

The communications from the remote transmitter 34 to the receiver 32 at the vehicle is typically a direct radio frequency link, that is, there is no intervening communications links. However, in other embodiments, the remote transmitter 34 may indirectly communicate with the receiver 32 via other communications infrastructure, such as via satellite, or cellular communications, via the public switched telephone network (PSTN) and/or over the world wide web or Internet, as will be appreciated by those skilled in the art.

(‘876 Patent, 5:61-6:2.) As explained by the inventor, the communications from the transmitter to the receiver could be a “direct radio frequency link, that is, there is no intervening communications link. (*Id.*) In the alternative, there were a variety of communications methods to allow the remote transmitter to communicate “indirectly” with the receiver. (*Id.*) As the asserted

patents explain, the use of the PSTN is part of transmission network using cellular communications, and is described in contrast to using a satellite link: “such as via satellite, or cellular communications, via the public switched telephone network (PSTN) and/or over the world wide web or Internet ...” In other words, use of a cellular communication link also relies on the PSTN and/or the Internet. Indeed, it was well known to those of skill in the art that the cellular telephone network can be integrated with the PSTN. (*See, e.g.*, U.S. Patent Nos. 5,297,193; 5,627,879; 5,724,665; 5,867,558; 5,948,063.)

Calamp’s efforts to misconstrue the terms transmitter and receiver directly contradict the portions of the specification upon which it relies. For these reasons, as well as those provided in Doc. 38, the Court should reject Calamp’s proposed construction for the terms transmitter and receiver and adopt those of Omega.

III. CONCLUSION

The terms identified by Calamp as needing claim construction can be interpreted using the plain meaning of the terms. Calamp offers no explanation as to how any of the claim terms it “disputes” will have any bearing on issues to be presented to the jury, and are therefore need no construction. Even if the Court were to determine that several of the terms proposed by Calamp should be construed, Calamp’s proposed definitions do nothing more than confuse the issues, typically importing one portion of the specification rather than being interpreted as described in the claims and the intrinsic record. For these reasons, as set forth in more detail above, Omega proposes the claim interpretations provided below:

TERM	CONSTRUCTION
Data communication bus	<i>No construction needed.</i> <i>Alternatively:</i> wired connection for communication of digital messages among vehicle devices, with each message including one or more device addresses
Vehicle device	<i>No construction needed.</i>
Command signal	<i>No construction needed.</i> <i>Alternatively:</i> Signal generated on the data communications bus for operating a vehicle device
Device codes	<i>No construction needed.</i> <i>Alternatively:</i> Signal to or from a vehicle device
Function	<i>No construction needed.</i> <i>Alternatively:</i> An operation of a vehicle device
Remote vehicle speed exceeded notification	<i>No construction needed.</i> <i>Alternatively:</i> Notification sent when a vehicle speed exceeds a speed threshold for a first time period
Downloading interface	<i>No construction needed</i>
Enabling data	<i>No construction needed.</i> <i>Alternatively:</i> Data related to the at least one corresponding vehicle device code for use by said multi-vehicle compatible controller
Programming instructions	<i>No construction needed.</i>
Transmitter/receiver	Radio frequency transmitter/ Radio frequency receiver

Respectfully submitted this October 3, 2014.

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CERTIFICATE OF SERVICE

I hereby certify that on October 3, 2014, I electronically-filed the foregoing using the Case Management/Electronic Case Filing (“CM/ECF”) System, which will send a Notice of Electronic Filing to the following CM/ECF participants:

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