

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

GENERAL ACCESS SOLUTIONS, LTD.,

Plaintiff,

v.

CELLCO PARTNERSHIP D/B/A VERIZON
WIRELESS, VERIZON SERVICES CORP.,
VERIZON BUSINESS GLOBAL LLC,
VERIZON BUSINESS NETWORK
SERVICES LLC, VERIZON CORPORATE
SERVICES GROUP INC., VERIZON DATA
SERVICES LLC, and VERIZON ONLINE
LLC,

Defendants,

ERICSSON INC.

Intervenor-Defendant.

C.A. No. 2:22-394-JRG

**[CORRECTED] DEFENDANTS' PATENT LOCAL RULE 4-2 EXCHANGE OF
PRELIMINARY PROPOSED CLAIM CONSTRUCTIONS AND EXTRINSIC
EVIDENCE**

Pursuant to Local Patent Rule 4-2 of the United States District Court for the Eastern District of Texas and the First Amended Docket Control Order (D.I. 55), Defendants Cellco Partnership d/b/a Verizon Wireless, Verizon Services Corp., Verizon Business Global LLC, Verizon Business Network Services LLC, Verizon Corporate Services Group Inc., Verizon Data Services LLC, and Verizon Online LLC (collectively, "Verizon") and Intervenor-Defendant Ericsson Inc.

(“Ericsson”)¹ (collectively, “Defendants”) hereby provide these preliminary proposed claim constructions and extrinsic evidence to Plaintiff General Access Solutions, Ltd.’s (“Plaintiff” or “GAS”) as follows.

Defendants reserve the right to add or remove claim terms from those proposed for construction, and to amend or supplement these proposed constructions and/or the identification of extrinsic evidence including in response to Plaintiff’s proposed constructions, as a result of the meet and confer process with Plaintiff, and/or as discovery continues. By proposing a construction for a claim term, or failing to propose a construction for a claim term, phrase, or clause, Defendants in no way admit that construction is required, not required, or possible. Defendants also reserve the right to cite additional extrinsic evidence, including dictionary definitions, citations to learned treatises and prior art, and testimony of witnesses, including to rebut the proposed constructions of Plaintiff.

In view of the foregoing, Defendants propose that the following terms, phrases, and clauses should be construed as indicated in Exhibit A attached hereto. The claim numbers identified in Exhibit A are representative. Unless otherwise indicated, identification of a proposed construction applies equally to other instances of that term, phrase, or clause in any of the asserted claims, including in the claims that are dependent on the claims identified. Defendants reserve the right to seek construction of a smaller component of the term, phrase, or clause proposed for claim construction, and the right to seek construction of terms, phrases, or clauses that includes the term, phrase, or clause proposed for claim construction including for context. Exhibit A provides exemplary supporting evidence. Identification of a reference as supporting evidence is not an

¹ Because GAS has not accused any Ericsson product or service of infringing the ’794 Patent, Ericsson provides this disclosure only with respect to the ’931 Patent.

admission that the reference is “extrinsic,” as opposed to “intrinsic,” evidence. Defendants reserve the right to amend or otherwise supplement its above identification of supporting evidence that may be used to support describe, or explain Defendants’ preliminary proposed claim constructions. Defendants further reserve the right to identify additional supporting evidence to offer in rebuttal to Plaintiff’s proposed constructions. Defendants further reserve the right to identify additional extrinsic evidence that is obtained through further discovery in this matter, including deposition testimony obtained from any third parties (such as named inventors).

The following preliminary proposed constructions do not waive any argument, such as, for example, that an asserted claim is indefinite or is otherwise invalid under one or more of 35 U.S.C. §§ 101, 102, 103, and/or 112, as detailed in Defendants’ Invalidity Contentions and Ineligibility Contentions, and any supplements thereto. For example, Defendants reserve the right to argue that a particular claim term is indefinite and/or fails to satisfy the written description and enablement requirements, regardless of whether the term has been proposed for construction, has not been proposed for construction, and/or was initially proposed for construction but has since been dropped from the terms proposed for construction. Defendants reserve the right to amend or otherwise supplement the preliminary proposed constructions and/or extrinsic evidence that are provided herein, including after receiving additional discovery in this matter and infringement contentions that comply with the local patent rules (assuming Plaintiff seeks and is granted leave to amend), and also in response to the preliminary proposed constructions and extrinsic evidence that are being concurrently provided in the P.R. 4-2 Disclosure of Plaintiff in this case.

Dated: August 30, 2023

By: /s/ Katherine Q. Dominguez

Katherine Q. Dominguez (lead attorney)
(NY Bar No. 4741237)
kdominguez@gibsondunn.com
Josh A. Krevitt (NY Bar No. 2568228)
jkrevitt@gibsondunn.com
Brian A. Rosenthal (NY Bar No. 3961380)
broenthal@gibsondunn.com
Sung Bin Lee (NY Bar No. 5701099)
slee3@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
New York, NY 10166-0193
Telephone: 212.351.4000
Facsimile: 212.351.4035

Jaysen S. Chung (CA Bar No. 280708)
jschung@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
555 Mission Street
San Francisco, CA 94105-0921
Telephone: (415) 393-8271
Facsimile: (415) 374-8405

Andrew W. Robb (CA Bar No. 291438)
arobb@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
1881 Page Mill Road
Palo Alto, CA 94304
Telephone: (650) 849-5334
Facsimile: (650) 849-5034

Ashbey N. Morgan (TX Bar No. 24106339)
anmorgan@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
2001 Ross Avenue, Suite 2100
Dallas, TX 75201
Telephone: (214) 698-3112
Facsimile: (214) 571-2910

Deron R. Dacus (TX Bar No. 00790553)
THE DACUS FIRM, P.C.
821 ESE Loop 323, Suite 430
Tyler, Texas 75701
Phone: (903) 705-1117
Email: ddacus@dacusfirm.com

Attorneys for Verizon

By: /s/ Douglas M. Kubehl

Douglas M. Kubehl

Texas State Bar No. 00796909

E-mail: doug.kubehl@bakerbotts.com

Jeffery S. Becker

Texas State Bar No. 24069354

E-mail: jeff.becker@bakerbotts.com

Melissa L. Muenks

Texas State Bar No. 24097442

E-mail: melissa.muenks@bakerbotts.com

BAKER BOTTS L.L.P.

2001 Ross Avenue

Dallas, Texas 75201

Telephone: (214) 953-6500

Facsimile: (214) 953-6503

ATTORNEYS FOR ERICSSON INC.

CERTIFICATE OF SERVICE

I hereby certify that on August 30, 2023, the foregoing was served upon all counsel of record who have consented to electronic service.

/s/ Katherine Q. Dominguez
Katherine Q. Dominguez

[CORRECTED] EXHIBIT A – DEFENDANTS PATENT RULE 4-2 LIST OF PROPOSED TERMS, PRELIMINARY PROPOSED CONSTRUCTIONS, AND EXTRINSIC EVIDENCE

U.S. Patent No. 9,426,794 Asserted Claims: 1, 2, 4, 5, 6			
Claim Term or Phrase	Claim Nos.	Defendants' Preliminary Proposed Construction	Extrinsic Evidence
"wireless communication device[s]"	Cl. 1-6	"wireless device[s] in a fixed wireless access communication system"	
"a first wireless transceiver operable to communicate with a base station"	Cl. 1, 6	"a first fixed-site wireless transceiver operable to communicate with a fixed-site base station."	
"[route / routing ...] information to the first mobile station and the second mobile station, respectively"	Cl. 1, 6	"[Select / selecting] a network path over which information is to be transmitted to the first mobile station and [select / selecting] a network path over which information is to be transmitted to the second mobile station, respectively"	Dictionary of IBM & Computing Terminology defines " routing " as (1) "The process of determining the path to be used for transmission of a message over a network"; (2) "The assignment of the path by which a message is to reach its destination;" (3) "In SNA, the forwarding of a message unit along a particular path through a network, as determined by parameters carried in the message unit, such as the destination network address in a tansmission [sic] header." VZNGASCC_000004 at 005.
"wide area wireless communication protocol"	Cl. 1, 6	Plain and ordinary meaning	
"local area wireless communication protocol"	Cl. 1, 6	Plain and ordinary meaning	

U.S. Patent No. 7,230,931 Asserted Claims: 28, 29			
Claim Term or Phrase	Claim Nos.	Defendants' Preliminary Proposed Construction	Extrinsic Evidence
"For use in a wireless access network comprising a plurality of base stations, each of said plurality of base stations capable of bidirectional time division duplex (TDD) communication with wireless access devices disposed at a plurality of subscriber premises in an associated cell site of said wireless access network, a transceiver associated with a first of said plurality of base stations comprising"	Cl. 1, 28 (preamble)	Limiting	Claim Construction Order, <i>General Access Solutions, Ltd. v. Sprint Spectrum L.P.</i> , 2:20-cv-7-RWS, Dkt. 105 (E.D. Tex. Sept. 29, 2020)
"For use in a wireless access network comprising a plurality of base stations, each of said plurality of base stations capable of bidirectional time division duplex (TDD) communication with wireless access devices disposed at a plurality of subscriber premises in an associated cell site of said wireless access network, a method of communicating with a first of said plurality of base stations comprising the steps of"	Cl. 19, 29 (preamble)	Limiting	Claim Construction Order, <i>General Access Solutions, Ltd. v. Sprint Spectrum L.P.</i> , 2:20-cv-7-RWS, Dkt. 105 (E.D. Tex. Sept. 29, 2020)
"sectors"	All asserted claims	"predefined arcs around the cell site, each of which is served by an individual RF modem and antenna," wherein a sector	Dewan, Rajesh K. (2016). <i>Saraswati Mathematics</i> . New Delhi: New Saraswati

U.S. Patent No. 7,230,931 Asserted Claims: 28, 29			
Claim Term or Phrase	Claim Nos.	Defendants' Preliminary Proposed Construction	Extrinsic Evidence
		cannot be "the area covered by any one directed scanning beam"	House India Pvt Ltd. p. 234. ISBN 978-8173358371 – The area of a sector is defined by the specific angle of the arc. VZNGASCC_000018 at 021. Order on Motion for Summary Judgment and Motion to Strike, <i>General Access Solutions, Ltd. v. Sprint Spectrum L.P.</i>, 2:20-cv-7-RWS, Dkt. 350 (E.D. Tex. July 21, 2021). Patent Owner's Response, <i>Sprint Spectrum L.P. v. General Access Solutions, Ltd.</i>, IPR2017-001189, Paper 25 (PTAB Aug. 3, 2018). Ulrich Vornefeld et al., "SDMA Techniques for Wireless ATM," IEEE Communications Magazine (November 1999), VZNGAS0002232-37.
"wireless access devices"	All asserted claims	"fixed, externally-mounted devices"	
"wireless access devices disposed at a plurality of subscriber premises"	All asserted claims	"wireless access devices disposed at a plurality of subscriber buildings or places in a building"	Claim Construction Order, <i>General Access Solutions, Ltd. v. Sprint Spectrum L.P.</i>, 2:20-cv-7-RWS, Dkt. 105 (E.D. Tex. Sept. 29, 2020); American Heritage College Dictionary (2000) defines "premise" as "a building or part of a building," "land the buildings on it." VZNGASCC_000001 at 003. Merriam Webster's College Dictionary (10th ed. 1993) defines "premises" as "a building or part of a building usually with its appurtenances (as grounds)," "a tract of land with the buildings thereon." VZNGASCC_000006, at 008.

U.S. Patent No. 7,230,931 Asserted Claims: 28, 29			
Claim Term or Phrase	Claim Nos.	Defendants' Preliminary Proposed Construction	Extrinsic Evidence
			Newton's Telecom Dictionary (16.5th ed. 2000) defines "premises" as "the space occupied by a customer or authorized or joint user in a building or buildings on continuous or contiguous property (except railroad rights of way, etc.) not separated by a public road or highway." VZNGASCC_000009 at 011. Telephony's Dictionary (2d ed. 1986) defines "premises" as "in telecommunications usage the buildings or offices of the user, not divided or separated by a public thoroughfare." VZNGASCC_000012 at 014. Webster's New World Dictionary (1994) defines "premise" as "a piece of real estate; house or building and its land." VZNGASCC_000015 at 017.
"wireless access network"	All asserted claims	"fixed wireless access network"	
"start of frame field"	All asserted claims	"The field entitled Start-of-Frame (SOF) Field that is used to indicate the start of a frame"	
"in said downlink portion of said TDD frame"	All asserted claims	"in the same downlink portion of the same TDD frame"	Claim Construction Order, <i>General Access Solutions, Ltd. v. Sprint Spectrum L.P.</i>, 2:20-cv-7-RWS, Dkt. 105 (E.D. Tex. Sept. 29, 2020); Plaintiff's Opening Claim Construction Brief, <i>General Access Solutions, Ltd. v. Sprint Spectrum L.P.</i>, 2:20-cv-7-RWS, Dkt. 84 (E.D. Tex. July 29, 2020); Plaintiff's Reply Claim Construction Brief, <i>General Access Solutions, Ltd. v. Sprint Spectrum L.P.</i>, 2:20-cv-7-RWS, Dkt. 92 (E.D. Tex. August 19, 2020); Patent Owner's Response, <i>Sprint Spectrum L.P. v. General Access Solutions, Ltd.</i>,

U.S. Patent No. 7,230,931 Asserted Claims: 28, 29			
Claim Term or Phrase	Claim Nos.	Defendants' Preliminary Proposed Construction	Extrinsic Evidence
			IPR2017-001189, Paper 25 (PTAB Aug. 3, 2018); Final Written Decision, <i>Sprint Spectrum L.P. v. General Access Solutions, Ltd.</i>, IPR2017-001189, Paper 43 (PTAB Mar. 7, 2019); Ulrich Vornefeld et al., "SDMA Techniques for Wireless ATM," IEEE Communications Magazine (November 1999), VZNGAS0002232-37; Response Brief of Appellee General Access Solutions, Ltd., <i>Sprint Spectrum v. General Access Solutions, Ltd.</i>, Appeal No. 19-1855 (Fed. Cir. Oct. 7, 2019).