

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

GENERAL ACCESS SOLUTIONS, LTD., (CAUSE NO. 2:22-CV-394-JRG
)
Plaintiff, ()
vs. ()
CELLCO PARTNERSHIP, d/b/a ()
VERIZON WIRELESS, et al., () MARSHALL, TEXAS
(JUNE 28, 2024
Defendants.) 8:00 A.M.

VOLUME 5

TRIAL ON THE MERITS
BEFORE THE HONORABLE RODNEY GILSTRAP
UNITED STATES CHIEF DISTRICT JUDGE
and a jury

SHAWN McROBERTS, RMR, CRR
100 E. HOUSTON STREET
MARSHALL, TEXAS 75670
(903) 923-8546
shawn_mcroberts@txed.uscourts.gov

Shawn M. McRoberts, RMR, CRR
Federal Official Court Reporter

A P P E A R A N C E S

FOR THE PLAINTIFF: BARTLIT BECK, LLP - DENVER
1801 WEWATTA ST., SUITE 1200
DENVER, COLORADO 80202
(303) 592-3100

BY: MR. GLEN SUMMERS
MR. GIOVANNI SANCHEZ
MR. NOSSON KNOBLOCH
MR. TAYLOR KELSON

WARD, SMITH & HILL, PLLC
1507 BILL OWENS PARKWAY
LONGVIEW, TEXAS 75604
(903) 757-6400

BY: MS. ANDREA FAIR

FOR THE DEFENDANTS: GIBSON DUNN & CRUTCHER, LLP -
NYC
200 PARK AVE., 48TH FLOOR
NEW YORK, NEW YORK 10166-0193
(212) 351-2338

BY: MS. KATHERINE DOMINGUEZ
MR. BRIAN ROSENTHAL
MR. JOSH KREVITT
MR. SUNG BIN LEE

FOR THE INTERVENOR: BAKER BOTTS, LLP - DALLAS
2001 ROSS AVENUE, SUITE 900
DALLAS, TEXAS 75201-2980
(214) 953-6500

BY: MR. DOUG KUBEHL

OFFICIAL REPORTER: SHAWN M. McROBERTS, RMR, CRR
100 E. HOUSTON STREET
MARSHALL, TEXAS 75670
(903) 923-8546

1 THE COURT: Be seated, please.

2 Counsel, before we proceed with the formal jury--excuse
3 me--formal charge conference on the record, are you prepared
4 at this time to read into the record the items from
5 yesterday's portion of the trial from the list of pre-admitted
6 exhibits? If you are, I'd like to get that done so we don't
7 inadvertently miss it.

8 MR. HUGHES: Thank you, Your Honor. Good morning.
9 John Hughes for General Access.

10 We move in PX 99, PX 102, JX 8, and JX 44 -- sorry, JX
11 48.

12 THE COURT: All right. Any objection from
13 Defendants?

14 MR. DACUS: No objection, Your Honor.

15 THE COURT: Do Defendants have a similar rendition
16 to offer?

17 MR. DACUS: Regrettably, Your Honor, the individual
18 who's supposed to do that is not here, and we are trying to
19 get them here. If we can ask the Court's indulgence to read
20 that in once they arrive.

21 THE COURT: Do you expect them here in the next few
22 seconds or are they five or ten minutes away?

23 MR. DACUS: I do not know the answer to that, Your
24 Honor. I do know we are actively trying to determine that.

25 THE COURT: All right. Well, when they get here,

1 have them take a seat. We will go ahead with the formal
2 charge conference.

3 MR. DACUS: Thank you, Your Honor.

4 THE COURT: And then after that's complete, I will
5 hear from the Defendants on this pre-admitted exhibit issue.

6 MR. DACUS: Thank you very much.

7 THE COURT: All right. At the close of the evidence
8 yesterday, the Court heard from the parties, pursuant to any
9 matters either party wished to move for relief under Rule
10 50(a), having heard and ruled on those matters, the Court then
11 conducted an informal charge conference in chambers with
12 multiple counsel present for all the parties where there was
13 an open and fulsome discussion regarding the most current
14 version of the proposed jury charge and verdict form.

15 The Court received valuable input and discussion with the
16 parties through their counsel. The Court took that input into
17 account and over the evening considered and redrafted the
18 final jury instructions and verdict form to be in a form the
19 Court believes is appropriate and proper for submission in
20 this case to this jury.

21 Earlier this morning, I furnished a copy of the same to
22 both sides with an opportunity to review and consider it. I
23 will now conduct a formal charge conference on the record so
24 that either party may lodge any objections they feel are
25 necessary with regard to the existing version of the final

1 jury instructions and verdict form.

2 As those of you that have practiced before me may know,
3 my usual approach in this matter is to ask for a single
4 spokesman from either side, spokesperson from either side, to
5 go to the podium, and then I intend to begin with the final
6 jury instructions and review that document page by page.

7 And at any point along the way when we reach a page where
8 you believe something has been included that should not be or
9 something has been omitted that should be included, you can
10 lodge such objections as you think the interests of your
11 client require. And by doing it on a page-by-page basis, the
12 Court feels that the likelihood of overlooking anything is
13 greatly reduced. I'll follow the same approach with the
14 verdict form thereafter.

15 So whoever is going to speak for Plaintiff and whoever is
16 going to speak for Defendants, please go to the podium and we
17 will begin the process.

18 Let me first ask counsel at the podium to identify
19 themselves for the record.

20 MR. KELSON: Taylor Kelson for the Plaintiff, Your
21 Honor.

22 MR. CHUNG: Good morning, Your Honor. Jaysen Chung
23 for Defendants.

24 THE COURT: All right. Thank you, counsel.

25 Let's begin with the final jury instructions. We'll

1 begin with the cover sheet or page 1. Are there any
2 objections here from either Plaintiff or Defendants?

3 MR. KELSON: No, Your Honor.

4 MR. CHUNG: No objections.

5 THE COURT: Turning then to page 2, are there any
6 objections here?

7 MR. KELSON: No objections, Your Honor.

8 MR. CHUNG: No objections for Defendants.

9 THE COURT: All right. We'll then turn to page 3.
10 Are there any objections here from either party?

11 MR. KELSON: No objections from the Plaintiff, Your
12 Honor.

13 MR. CHUNG: No objections for Defendants.

14 THE COURT: Next is page 4. Are there any
15 objections here, counsel?

16 MR. KELSON: No objections from the Plaintiff, Your
17 Honor.

18 MR. CHUNG: No objections for Defendants.

19 THE COURT: All right. Then we'll turn to page 5
20 next. Any objections here from either party?

21 MR. KELSON: No objections for the Plaintiff, Your
22 Honor.

23 MR. CHUNG: No objections for Defendants.

24 THE COURT: Next is page 6. Are there objections
25 here?

1 MR. KELSON: No objections for the Plaintiff, Your
2 Honor.

3 MR. CHUNG: No objections for Defendants.

4 THE COURT: Turning then to page 7 of the final jury
5 instructions, are there any objections here?

6 MR. KELSON: No objections for the Plaintiff.

7 MR. CHUNG: No objections for Defendants.

8 THE COURT: Turning next to page 8, are there any
9 objections here?

10 MR. KELSON: No objections for the Plaintiff.

11 MR. CHUNG: And no objections for Defendants.

12 THE COURT: Next then is page 9 of the final jury
13 instructions. Are there objections here from either party?

14 MR. KELSON: No objections for the Plaintiff.

15 MR. CHUNG: No objections for Defendants.

16 THE COURT: Next is page 10. Are there any
17 objections here?

18 MR. KELSON: No objections for the Plaintiff.

19 MR. CHUNG: No objections for Defendants.

20 THE COURT: Turning then next to page 11, are there
21 any objections here, counsel?

22 MR. KELSON: No objections for the Plaintiff.

23 MR. CHUNG: No objections for Defendants.

24 THE COURT: Next then is page 12. Are there any
25 objections here?

1 MR. KELSON: No objections for the Plaintiff.

2 MR. CHUNG: No objections for Defendants.

3 THE COURT: Turning then to page 13, are there any
4 objections here?

5 MR. KELSON: No objections for the Plaintiff.

6 MR. CHUNG: No objections for Defendants.

7 THE COURT: Turning next to page 14, are there any
8 objections here?

9 MR. KELSON: No objections for the Plaintiff.

10 MR. CHUNG: No objections for Defendants.

11 THE COURT: Next then we'll turn to page 15. Are
12 there any objections here, counsel?

13 MR. KELSON: No objections for the Plaintiff.

14 MR. CHUNG: No objections for Defendants.

15 THE COURT: Turning then to page 16, are there any
16 objections here?

17 MR. KELSON: No objections for the Plaintiff.

18 MR. CHUNG: No objections for Defendants.

19 THE COURT: Turning then to page 17 of the final
20 jury instructions, are there any objections here?

21 MR. KELSON: No objections for the Plaintiff.

22 MR. CHUNG: Defendants object to the language at the
23 bottom of page 17, the language that says, or whether a
24 commercially viable product has been developed.

25 We believe this improperly sets a bright line rule for

1 what should not be included in the enablement analysis, and to
2 make enablement requirement the jury should be left to decide
3 what embodiments fall within the scope of the claim and
4 therefore what must be enabled.

5 THE COURT: All right. That objection's overruled.
6 Anything further on page 17?

7 MR. CHUNG: Nothing further from Defendants, Your
8 Honor.

9 THE COURT: We'll turn then to page 18. Are there
10 any objections here?

11 MR. KELSON: No objections from the Plaintiff, Your
12 Honor.

13 MR. CHUNG: No objections from Defendants.

14 THE COURT: Turning next to page 19, are there any
15 objections here?

16 MR. KELSON: No objections from the Plaintiff.

17 MR. CHUNG: No objections from Defendants.

18 THE COURT: Turning then to page 20, are there any
19 objections here?

20 MR. KELSON: No objections from the Plaintiff.

21 MR. CHUNG: No objections from Defendants.

22 THE COURT: Turning then to page 21, are there any
23 objections here?

24 MR. KELSON: No objections from the Plaintiff.

25 MR. CHUNG: No objections from Defendants.

1 THE COURT: Counsel, I'll note that pages 20 and 21
2 contain all 15 of the *Georgia-Pacific* factors. I gather by
3 your lack of objections that neither party objects to the
4 Court charging the jury on all 15 factors in this case. Is
5 that correct?

6 MR. KELSON: That's correct, Your Honor.

7 MR. CHUNG: That's correct from Defendants, Your
8 Honor.

9 THE COURT: All right. Then we'll turn next to page
10 22. Are there any objections here from either party?

11 MR. KELSON: No objections from the Plaintiff, Your
12 Honor.

13 MR. CHUNG: No objections from Defendants.

14 THE COURT: All right. Next is page 23. Any
15 objections here?

16 MR. KELSON: No objections from the Plaintiff, Your
17 Honor.

18 MR. CHUNG: No objections from Defendants.

19 THE COURT: Turning next to page 24, any objections
20 here?

21 MR. KELSON: No objections from the Plaintiff, Your
22 Honor.

23 MR. CHUNG: No objections from Defendants.

24 THE COURT: All right. Turning to page 25, any
25 objections here?

1 MR. KELSON: No objections from the Plaintiff, Your
2 Honor.

3 MR. CHUNG: No objections from Defendants.

4 THE COURT: Counsel, is 25 your last page or do you
5 have a page 26?

6 MR. KELSON: I have a page 26, Your Honor.

7 THE COURT: All right. I just wanted to make sure
8 that the version you had matched with mine exactly.

9 Let's look then at page 26. Are there any objections
10 here from either party?

11 MR. KELSON: No objections from the Plaintiff.

12 MR. CHUNG: No objections from Defendants.

13 THE COURT: All right. That should complete the
14 final jury instructions. We'll next turn to the verdict form.
15 We'll follow the same approach beginning with the cover page
16 or page 1 of the verdict form. Is there objection here from
17 either party?

18 MR. KELSON: No objections from the Plaintiff.

19 MR. CHUNG: No objections from Defendants.

20 THE COURT: All right. Turning then to page 2 of
21 the verdict form where various definitions are found, is there
22 any objection here from either party?

23 MR. KELSON: No objections from the Plaintiff.

24 MR. CHUNG: And no objections from Defendants.

25 THE COURT: Turning to page 3 where instructions are

1 found, is there any objection here?

2 MR. KELSON: No objections from the Plaintiff.

3 MR. CHUNG: No objections from Defendants.

4 THE COURT: Next is page 4 of the verdict form where
5 Question 1 is found. Is there any objection here?

6 MR. KELSON: No objections from the Plaintiff.

7 MR. CHUNG: No objections from Defendants.

8 THE COURT: Next is page 5 where Question 2 is
9 found. Are there any objections here?

10 MR. KELSON: No objections from the Plaintiff.

11 MR. CHUNG: Defendants object for two reasons:

12 First, that the written description and enablement
13 requirements are separate and distinct requirements and,
14 therefore, we believe they should be set forth in two separate
15 questions in the verdict form.

16 The second basis is that the invalidity question we would
17 submit, Your Honor, should be consistent with the infringement
18 question, Question No. 1 on the verdict form, which is set out
19 patent by patent rather than claim by claim.

20 We understand that Question 2 doesn't set it out by claim
21 by claim, but it does refer to the claims of the patents.

22 THE COURT: All right. Those objections are
23 overruled. Anything further on page 5?

24 MR. CHUNG: Nothing further from Defendants, Your
25 Honor.

1 THE COURT: Then we'll turn to page 6 of the verdict
2 form where Question 3A is located. Any objection here from
3 either party?

4 MR. KELSON: No objection from the Plaintiff.

5 MR. CHUNG: No objections from Defendants.

6 THE COURT: Next is page 7 where Question 3B is
7 found. Any objection here, counsel?

8 MR. KELSON: No objection from the Plaintiff.

9 MR. CHUNG: No objections from Defendants.

10 THE COURT: And last is page 8, the final page of
11 the verdict form. Are there any objections here?

12 MR. KELSON: No objections from the Plaintiff.

13 MR. CHUNG: No objections from Defendants, Your
14 Honor.

15 THE COURT: All right. Thank you, counsel. That
16 completes the formal charge conference.

17 The Court will recess, during which time it will generate
18 eight copies of the final jury instructions and one clean copy
19 of the verdict form to be delivered to the jury during their
20 deliberations.

21 Before I recess, let me ask Defendants if they are now
22 prepared to read into the record any items from the list of
23 pre-admitted exhibits used during yesterday's portion of the
24 trial.

25 MR. DACUS: We are, Your Honor. Thank you.

1 THE COURT: Let's proceed to do that at this time.

2 MR. TOLLE: Thank you, Your Honor. Griffin Tolle on
3 behalf of Defendants.

4 We'd like to read into Joint Exhibit 40, Defendants'
5 Exhibit 12, Defendants' Exhibit 21, and Defendants' Exhibit
6 23.

7 THE COURT: All right. Any objection to that
8 rendition from the Plaintiff?

9 MR. HUGHES: No, Your Honor.

10 THE COURT: All right, counsel. With that, Court
11 stands in recess.

12 (Brief recess.)

13 THE COURT: Be seated, please.

14 All right, counsel. I'm about to bring in the jury and
15 present my final jury instructions to them followed by your
16 closing arguments. Let me ask before we begin, however, who
17 does Plaintiff intend to present Plaintiff's closing
18 arguments?

19 MR. SUMMERS: Your Honor, Mr. Knobloch will do our
20 closing argument, and then Ms. Fair will do our rebuttal.

21 THE COURT: All right. Mr. Knobloch will go first
22 and Ms. Fair will go second.

23 All right. What about Defendants?

24 MR. DACUS: Your Honor, Mr. Krevitt and I will split
25 it, but Mr. Krevitt has not made it out of the gentleman's

1 room yet.

2 THE COURT: He's on the premises?

3 MR. DACUS: Yes, sir.

4 THE COURT: Okay. And Mr. Krevitt will go first and
5 then hand off to you, Mr. Dacus.

6 MR. DACUS: Yes, Your Honor --

7 THE COURT: Okay.

8 MR. DACUS: -- with the Court's permission. And we
9 are now fully assembled and ready to go.

10 THE COURT: All right. Let me say to those of you
11 present, particularly those of you in the gallery, that the
12 Court considers its final instructions to the jury and
13 counsel's closing arguments as the most serious part of an
14 inherently serious process.

15 Consequently, I don't want any disruptions or
16 distractions to take place during my final instructions to the
17 jury and counsels' closing arguments. If you need to get up
18 and leave or you need to get something brought in to you or
19 you need to pass something from one person to another, do it
20 now.

21 Make sure if you have a device on you that it is silenced
22 or off because if it distracts this jury during this process,
23 I will consider that a sanctionable event.

24 I don't know how to be any clearer. I want everybody to
25 be as respectful and as focused on what's about to take place

1 as possible.

2 All right. Is there anything from the Plaintiff before I
3 bring in the jury and present the Court's final instructions?

4 MR. SUMMERS: Nothing from the Plaintiff, Your
5 Honor.

6 THE COURT: Is there anything from the Defendants?

7 MR. KREVITT: No, Your Honor.

8 THE COURT: Let's bring in the jury, please, Mr.
9 Barnett.

10 (Whereupon, the jury entered the courtroom.)

11 THE COURT: Good morning, ladies and gentlemen.
12 Please have a seat.

13 Ladies and gentlemen of the jury, you've now heard all
14 the evidence in this case, and I'm now going instruct you on
15 the law that you must apply.

16 I want you to be clear, each of you are going to have
17 your own individual printed copy of these final jury
18 instructions that I'm about to give you orally. I do that so
19 that you'll be able to refer to them during the deliberations
20 and I do that so that you will have the opportunity to pay
21 direct and close attention to me now rather than feel
22 compelled to take notes. So if I can have your undivided
23 attention, I'll proceed to give you these final jury
24 instructions.

25 It's your duty to follow the law as I give it to you. On

1 the other hand and as I've said, you, the jury, are the sole
2 judges of the facts in this case.

3 Do not consider any statement that I have made over the
4 course of the trial or may make in the course of these
5 instructions as an indication that the Court has any opinion
6 about the facts in this case.

7 Now, you are about to hear closing arguments from the
8 attorneys for both sides. Statements and arguments of the
9 attorneys are not evidence, and they are not instructions on
10 the law. They are intended only to assist the jury in
11 understanding the evidence and the parties' contentions.

12 A verdict form has been prepared for you, and you'll take
13 this verdict form with you to the jury room when you retire.
14 And when you have reached a unanimous agreement as to the
15 questions in the verdict form, you will have your foreperson
16 fill in the blanks in that form reflecting your unanimous
17 decisions, have your foreperson date the document and sign it,
18 and then advise the Court security officer that you have
19 reached a verdict.

20 Answer the questions in the verdict form from the facts
21 as you find them to be. Do not decide, ladies and gentlemen,
22 who you think should win this case and then answer the
23 questions to reach that result. Again, your answers and your
24 verdict must be unanimous.

25 Now, in determining whether any fact has been proven in

1 this case, you may, unless otherwise instructed, consider the
2 testimony of all the witnesses, regardless of who may have
3 called them, and you may consider all of the exhibits that
4 have been received and admitted into evidence, regardless of
5 who may have introduced them.

6 You, the jury, are the sole judges of the credibility of
7 each and all of the witnesses, and you are the sole judges of
8 the amount of weight and effect to give to all of the
9 evidence. In deciding the facts in this case, you may have to
10 decide which testimony to believe and which testimony not to
11 believe. You alone are to determine the questions of
12 credibility, believability, and truthfulness of the witnesses.

13 In weighing the testimony of the witnesses, ladies and
14 gentlemen, you may consider a witness' manner and demeanor on
15 the witness stand, any feelings or interest they may have in
16 the case or its outcome, any prejudice or bias about the case
17 that the witness might have, and the consistency or
18 inconsistency of their testimony, considered in the light of
19 the circumstances.

20 Has the witness been contradicted by other evidence? Has
21 he or she made statements at other times and other places
22 contrary to what they said on the witness stand? You must
23 give the testimony of each witness the amount of weight and
24 credibility that you believe it deserves.

25 You must also keep in mind, ladies and gentlemen, that a

1 simple mistakes does not mean that a witness is not telling
2 the truth intentionally. You must consider whether any
3 misstatement was an intentional falsehood or a simple lapse in
4 memory and what significance should be attributed to that
5 testimony.

6 As I told you, the attorneys in this case are acting as
7 advocates for their competing clients. They have a duty to
8 object when they believe evidence is offered that should not
9 be admitted under the rules of the Court.

10 When the Court sustained an objection to a question
11 addressed to a witness, you must disregard that question
12 entirely, and you may draw no inference from its wording or
13 speculate or guess about what the witness would have said if
14 they had been permitted to answer the question.

15 On the other hand, if the objection was overruled, then
16 you must treat the answer to that question just as you would
17 treat any other question and answer as if no objection had
18 been made. By allowing the testimony or other evidence to be
19 introduced over the objection of an attorney, the Court in so
20 doing did not indicate any opinion as to the weight or the
21 effect of that evidence.

22 Now, at various times during the trial, it's been
23 necessary for the Court to talk with the lawyers outside of
24 your hearing either here at the bench or by calling a recess
25 and talking to them while you were outside of the courtroom.

1 This happens during trials because there are things that arise
2 that do not involve the jury. You should not speculate or
3 guess about what was said during such discussions that took
4 place outside of your presence.

5 Now, there are two types of evidence that you may
6 consider in properly finding the truth as to the facts in this
7 case. One is direct evidence, such as the testimony of an
8 eyewitness. The other is indirect evidence, often called
9 circumstantial evidence, which is the proof of a chain of
10 circumstances that indicates the existence or non-existence of
11 certain other facts.

12 As a general rule, ladies and gentlemen, the law makes no
13 distinction between direct evidence or circumstantial
14 evidence, but simply requires that you find the facts based on
15 all the evidence presented, both direct and circumstantial.

16 Now, certain testimony has been presented to you over the
17 course of the trial through depositions. A deposition is the
18 sworn recorded answers to questions asked to a witness in
19 advance of the trial. If a witness cannot be present to
20 testify in person, then the witness' testimony may be
21 presented under oath in the form of a deposition.

22 Before the trial began, the attorneys representing the
23 parties in this case questioned these deposition witnesses
24 under oath. At that time, a court reporter was present and
25 recorded their sworn testimony. Deposition testimony, ladies

1 and gentlemen, is entitled to the same consideration by you as
2 testimony from a witness in person from the witness stand in
3 open court, and you should judge the credibility and the
4 importance of deposition testimony to the best of your
5 ability, just as if the witness had testified in open court.

6 Now, while you should consider only the evidence in this
7 case, you are permitted to draw such reasonable inferences
8 from the testimony and exhibits as you feel are justified in
9 the light of common experience. Said another way, you may
10 make deductions and reach conclusions that reason and common
11 sense lead you to draw from the facts that have been
12 established by the testimony and evidence in this case.

13 However, you should not base your decisions on any
14 evidence not presented by the parties during the trial,
15 including your own experiences with any of the products that
16 might be at issue.

17 Now, unless I instruct you otherwise, you may properly
18 determine that the testimony of a single witness is sufficient
19 to prove any fact, even if a greater number of witnesses may
20 have testified to the contrary, if after considering all the
21 testimony you believe that single witness.

22 Now, when knowledge of a technical subject may be helpful
23 to you, the jury, a person who has special training and
24 experience in that technical field--we call them an expert
25 witness--is permitted to state his or her opinions on those

1 technical matters. However, you're not required to accept any
2 expert witness' opinions. You're not required to accept any
3 witness' opinions, and it is solely up to you to decide on
4 whether or not you'll accept the testimony that's offered.

5 Now, certain exhibits have been shown to you over the
6 course of the trial which were simply illustrations. We call
7 these types of exhibits demonstrative exhibits, or simply
8 demonstratives for short. Demonstrative exhibits are a
9 party's depiction, picture, or model to describe something
10 involved in the trial.

11 If your recollection of the evidence differs from the
12 demonstratives, then you should rely on your recollection of
13 the evidence. Demonstrative exhibits are sometimes called
14 jury aids, and demonstrative exhibits, ladies and gentlemen,
15 themselves are not evidence, but a witness' testimony
16 concerning a demonstrative is evidence. These demonstratives,
17 demonstrative exhibits, are not going to be available for you
18 to review during your deliberations.

19 Now, in any legal action, facts must be proven by a
20 required amount of evidence known as the burden of proof. The
21 burden of proof in this case is on the Plaintiff for some
22 issues and on the Defendants for other issues. And there are
23 two types of burdens of proof that you will apply in this
24 case. The first is the preponderance of the evidence, and the
25 second is clear and convincing evidence.

1 The Plaintiff in this case, General Access Solutions,
2 which you've heard called simply General Access or the
3 Plaintiff, has the burden of proving patent infringement by a
4 preponderance of the evidence. General Access also has the
5 burden of proving damages for any patent infringement by a
6 preponderance of the evidence.

7 A preponderance of the evidence means evidence that
8 persuades you that a claim is more probably true than not
9 true. Sometimes this is talked about as being the greater
10 weight and degree of credible testimony.

11 As you've heard, the Defendants in this case are Cellco
12 Partnership, doing business as Verizon Wireless; Verizon
13 Services Corp; Verizon Business -- Verizon Global -- excuse
14 me, Verizon Business Global, Verizon Business Network
15 Services, Verizon Corporate Services Group, Verizon Data
16 Services, and Verizon Online, which you've heard referred to
17 throughout the trial collectively as Verizon.

18 I've told you previously that, in addition to Verizon,
19 Ericsson has intervened in this case on the side of Verizon,
20 and they intervened after the case was filed. Technically,
21 this means that Ericsson is known as an intervenor.
22 Practically speaking, though, Ericsson is working
23 cooperatively with Verizon to defend against the allegations
24 brought by General Access, which have been brought against
25 Verizon. However, to be clear, ladies and gentlemen, Verizon

1 itself [sic] has not been accused of infringement by General
2 Access in this case.

3 Now, throughout this trial you've heard both Verizon and
4 Ericsson collectively referred to as Defendants.

5 MR. SUMMERS: Your Honor --

6 THE COURT: Yes.

7 MR. SUMMERS: -- the Court misspoke and said that
8 Verizon is not being accused of infringement, and I think the
9 Court meant to say Ericsson.

10 THE COURT: I meant Ericsson. Thank you for that
11 correction.

12 Ericsson has not been accused of infringement by General
13 Access. Verizon has been accused of infringement by General
14 Access.

15 Verizon has the burden of proof of proving invalidity of
16 the Plaintiff's patent claims by clear and convincing
17 evidence.

18 Now, clear and convincing evidence means evidence that
19 produces in your mind an abiding conviction that the truth of
20 the party's factual contentions are highly probable. Although
21 proof to an absolute certainty is not required, ladies and
22 gentlemen, the clear and convincing evidence standard requires
23 a greater degree of proof and persuasion than is necessary to
24 meet the preponderance of the evidence standard.

25 If proof establishes in your mind an abiding conviction

1 in the truth of the matter, then the clear and convincing
2 evidence standard has been met.

3 Now, as I've previously told you, these two burdens of
4 proof are not to be confused in any way with a separate and
5 different burden of proof known as beyond a reasonable doubt,
6 which is the burden of proof applied in a criminal case and
7 which has no application in a civil case such as this. Beyond
8 a reasonable doubt is a higher burden of proof than clear and
9 convincing evidence and a higher burden of proof than the
10 preponderance of the evidence.

11 Now, as I did at the beginning of the case, I'll first
12 give you a summary of each side's contentions. I'll then
13 provide you with detailed instructions on what each side must
14 prove to win on each of its contentions.

15 As I previously told you, this is an action for patent
16 infringement. General Access contends that Verizon infringes
17 certain claims of the patents-in-suit. Remember, there are
18 two United States patents-in-suit, and they are U.S. Patent
19 No. 7,230,931, which you've heard referred to throughout the
20 trial as the '931 or the '931 Patent.

21 The second U.S. patent at issue is United States Patent
22 No. 9,426,794, which you've heard referred to as the '794 or
23 the '794 Patent throughout the trial.

24 Now, the Plaintiff General Access contends that Verizon
25 has infringed the asserted claims of the '931 Patent by using

1 in the United States certain base stations used in Verizon's
2 5G network, specifically Verizon's 5G TDD Ultra Wideband
3 network.

4 General Access also contends that Defendant Verizon has
5 infringed the asserted claims of the '794 Patent by making,
6 selling, using, or importing into the United States certain
7 fixed wireless routers, dedicated mobile hotspot devices, and
8 mobile phones sold by Verizon.

9 General Access contends that it is entitled to money
10 damages in the form of a reasonable royalty for Verizon's
11 infringement. General Access has the burden of proof on these
12 issues by a preponderance of the evidence.

13 Verizon denies that it infringes any of the asserted
14 claims of either of the two patents-in-suit. Verizon denies
15 that it makes, uses, offers for sale, sells, or imports any
16 accused product that infringes any of the asserted claims.
17 Verizon also denies that it owes General Access any money
18 damages.

19 Verizon further contends that the asserted claims of the
20 patents-in-suit are invalid for a lack of an adequate written
21 description and for a lack of enablement. Verizon has the
22 burden to prove invalidity by clear and convincing evidence.

23 Invalidity and infringement are separate and distinct
24 issues. Now, your job is to decide whether Verizon has
25 infringed the asserted claims and whether those claims are

1 invalid. If you decide that any claim has been infringed and
2 is not invalid, you'll then need to decide what amount of
3 money damages, if any, to be awarded to General Access to
4 compensate it for that infringement.

5 Now, before you can decide many of the issues in this
6 case, you'll need to understand the role of the patent claims.
7 The patent claims, ladies and gentlemen, are those numbered
8 sentences at the end of each patent. The claims are important
9 because it's the words of the claims that define what the
10 patent covers. The figures and the text in the rest of the
11 patent provide a description and examples of the invention and
12 they provide a context for the claims, but it is the claims
13 themselves that define the breadth of the patent's coverage.

14 Each claim is effectively treated as if it were a
15 separate patent, and each claim may cover more or may cover
16 less than any other claim. Therefore, what a patent covers
17 depends, in turn, upon what each of its claims covers.

18 You'll first need to understand what each claim covers in
19 order to decide whether or not there is infringement of the
20 claim and to decide whether or not the claim is invalid.

21 Now, the law says that it is my role to define the terms
22 of the claims, and it is your role to apply my definitions to
23 the issues that you've been asked to decide. Therefore, as I
24 explained at the beginning of the case, I have determined the
25 meanings of certain language from the claims and I have

1 provided those to you as definitions and those are in your
2 juror notebooks. And you must accept those definitions of
3 those words in the claims as being correct.

4 It's your job to take those definitions that I've
5 supplied and apply them to the issues that you are deciding,
6 including the issues of infringement and the issue of
7 invalidity.

8 Now, for claims that I have not defined or construed,
9 you're to use and apply the plain and ordinary meaning of that
10 term as it would have been understood by a person of ordinary
11 skill in the art at the time of the invention.

12 And several times during these instructions and
13 throughout the trial, you've heard reference made to a person
14 of ordinary skill in the art or a person of ordinary skill in
15 the field of the invention.

16 Someone with ordinary skill in the art is a hypothetical
17 person who is presumed to know all of the pertinent prior art,
18 not just what the inventor or another particular individual
19 may have actually known, in the field of the invention at the
20 time for the application of the patent was filed.

21 You should disregard any evidence presented at trial that
22 contradicts or is inconsistent with the constructions and
23 definitions that the Court has provided you with.

24 Now, for claim limitations or requirements that I have
25 not construed--that is, limitations I have not interpreted or

1 defined--you are to use the plain and ordinary meaning of
2 those limitations as understood by one of ordinary skill in
3 the art, which is to say in the field of the technology of the
4 patent at the time of the alleged invention.

5 The meaning of the words in the patent claims must be the
6 same, ladies and gentlemen, when deciding the issue of
7 infringement and the issue of invalidity. As I noted, you've
8 been provided with complete copies of each of the two
9 patents-in-suit inside your juror notebooks, and you may refer
10 to them during your deliberations.

11 Now, the claims of the patents are intended to define, in
12 words, the boundaries of the inventor's rights. Only the
13 claims of a patent can be infringed. Neither the written
14 description nor the drawings of a patent can be infringed.
15 Each of the claims must be considered individually.

16 I'll now explain to you what a patent -- excuse me --
17 what a claim -- I'll now explain to you how a claim defines
18 what it covers.

19 A claim sets forth in words a set of requirements. Each
20 claim sets forth its requirements in a single sentence. If a
21 product satisfies each of these requirements, then it is
22 covered by the claim. There can be several claims in a patent
23 and each claim may be narrower or broader than another claim
24 by setting forth more or fewer requirements.

25 The coverage of a patent is assessed on a claim-by-claim

1 basis. And in patent law, the requirements of a claim are
2 often referred to as the claim elements. You may sometimes
3 hear them called the claim limitations.

4 When a product meets all of the requirements of a claim,
5 the claim is said to cover that product, and that product is
6 said to fall within the scope of that claim. In other words,
7 a claim covers a product where each of the claim elements or
8 limitations is present in that product. If a product is
9 missing even one limitation or element of a claim, the product
10 is not covered by the claim, and if the product is not covered
11 by the claim, the product cannot infringe the claim.

12 Now, the beginning portion, or preamble, of a claim often
13 uses the word 'comprising'. The word 'comprising' when used
14 in a preamble means including but not limited to or containing
15 but not limited to. When comprising is used in the preamble,
16 if you decide that an accused product includes all of the
17 requirements of the claim, the claim is infringed. And this
18 is true if the accused product contains additional elements.

19 For example, a claim to a table comprising a tabletop,
20 legs, and glue, would be infringed by a table that includes a
21 tabletop, legs, and glue, even if the table also contains
22 other structures such as leaves that would expand the size of
23 the tabletop or wheels that would go on the ends of the legs.

24 Now, this case involves two types of patent claims:
25 independent claims and dependent claims. In this case, claims

1 1 and 19 of the '931 Patent are independent claims, and claims
2 28 and 29 of the '931 Patent are dependent claims. Claim 28
3 of the '931 Patent depends upon claim 1 of the '931 Patent,
4 and claim 29 of the '931 Patent depends on claim 19 of the
5 '931 Patent.

6 Claim 1 of the '794 Patent is an independent claim, and
7 claims 2 and 5 of the '794 Patent are dependent claims which
8 depend upon claim 1.

9 An independent claim, ladies and gentlemen, sets forth
10 all the requirements that must be met in order to be covered
11 by that claim. It's not necessary to look at any other claim
12 to determine what an independent claim covers.

13 On the other hand, a dependent claim does not itself
14 recite all the requirements of the claim, but refers to
15 another claim for some of its requirements. In this way, the
16 claim depends on another claim.

17 A dependent claim incorporates all the requirements of a
18 claim to which it refers, or as we sometimes say, from which
19 it depends, and the dependent claim then adds its own
20 additional requirements. So to determine what a dependent
21 claim covers, it's necessary to look at both the dependent
22 claim itself and any other claim to which it refers or from
23 which it depends.

24 A product that meets all the requirements of both the
25 dependent claim and the independent claim from which it -- to

1 which it refers or from which it depends is covered by that
2 dependent claim.

3 Now, even though claims 1 and 19 of the '931 Patent are
4 not asserted in this case, the elements recited in claims 1
5 and 19 are still required elements of the asserted dependent
6 claims 28 and 29, and General Access must prove that all of
7 the claim elements or requirements, including those in the
8 independent claims, are met in order to prove infringement.

9 Now, in reaching your decision on infringement, keep in
10 mind that only the claims of a patent can be infringed. You
11 must compare the asserted patent claims, as I have construed
12 them for you, to the accused products to determine whether or
13 not there is infringement. This is the only correct
14 comparison.

15 You should not compare the accused products with any
16 specific examples set out in the patent in reaching your
17 decision on infringement. In deciding infringement, again,
18 the only correct comparison is between the accused products
19 and the elements or limitations of the asserted claims as the
20 Court has construed those claims.

21 Now, you must reach your decision as to each assertion of
22 infringement based on my instructions about the meaning and
23 scope of the claims, the legal requirements for infringement,
24 and the evidence presented to you by both parties over the
25 course of the trial.

1 I'll now instruct you about the specific rules that you
2 must follow to determine whether the Plaintiff General Access
3 has proven that Verizon has infringed one or more of the
4 patent claims involved in this case.

5 Here General Access asserts that Verizon has directly
6 infringed the asserted claims of the patents-in-suit by
7 importing or selling the accused products in the United
8 States.

9 A patent can be infringed directly even if the alleged
10 direct infringer did not have knowledge of the patent and
11 without the direct infringer knowing that what it did was
12 infringing the claim.

13 A patent may also be infringed directly even though the
14 accused direct infringer believed in good faith that what it
15 did was not infringing the patent. Infringement does not
16 require proof that a party copied its product from the
17 asserted claims. Infringement is assessed, as I mentioned, on
18 a claim-by-claim basis. Therefore, there may be infringement
19 as to one claim but no infringement as to another claim.
20 There may also be infringement as to one patent but no
21 infringement as to another patent.

22 However, if you find that an independent claim on which
23 other claims depend is not infringed, then there cannot be
24 infringement of any dependent claim that refers directly or
25 indirectly to that independent claim.

1 On the other hand, if you find that an independent claim
2 has been infringed, you must still decide separately whether
3 the product meets the additional requirements of any dependent
4 claims that depend from or refer to that independent claim. A
5 dependent claim contains all the requirements -- or includes
6 all the requirements of any claim to which it refers or from
7 which it depends plus its own additional requirements within
8 the dependent claim itself.

9 Now, in this case the Plaintiff has accused multiple
10 products of infringing its patents, and you must determine
11 separately for each asserted claim and each asserted patent
12 whether or not there is infringement by each accused product.

13 In order to prove direct infringement of a patent claim,
14 General Access must show by a preponderance of the evidence
15 that the accused products include each and every limitation or
16 element of the claim. In determining whether an accused
17 product directly infringes a patent claim in this case, you
18 must compare the accused product with each and every one of
19 the requirements or limitations of that claim to determine
20 whether the accused product contains each and every
21 requirement recited in that claim. And if it does not, then
22 the accused product does not infringe that claim.

23 As I've told you earlier, there can be apparatus claims
24 and method claims. Direct infringement of a method claim
25 occurs only where all the steps of a claimed method are

1 performed or are attributable to a single party. An accused
2 product infringes an apparatus claim if it is reasonably
3 capable of satisfying all of the claim elements, even though
4 it may also be capable of non-infringing modes of operation.

5 A claim requirement is met if it exists in an accused
6 product just as it is described in the claim language, either
7 as I have construed that language for you, or if I did not, as
8 it would have been understood by its plain and ordinary
9 meaning by one of ordinary skill in the art. If an accused
10 product omits any element recited in a claim, then you must
11 find that particular product does not infringe that claim.

12 Now, so long as an accused product meets every -- each
13 and every one of the claim requirements of a comprising claim,
14 infringement of that claim is shown, even if the product
15 contains additional features or elements that are not required
16 by the claims.

17 I'll now instruct you on the rules that you must follow
18 in deciding whether or not Verizon has proven that any of the
19 asserted claims from the asserted patents are invalid.

20 An issued United States patent, ladies and gentlemen, is
21 accorded a presumption of validity based on the presumption
22 that the United States Patent and Trademark Office, which
23 you've heard referred to throughout the trial as either the
24 PTO or the Patent Office, acted correctly in issuing the
25 patent, and this presumption of validity extends to all issued

1 United States patents.

2 In order to overcome this presumption, Verizon must
3 establish by clear and convincing evidence that a claim is
4 invalid. Like infringement, invalidity is determined on a
5 claim-by-claim basis, and you must determine separately for
6 each claim whether that claim is invalid. If one claim of a
7 patent is invalid, this does not necessarily mean that any
8 other claim is invalid.

9 Claims are construed in the same way for determining
10 infringement as for determining invalidity, and you must apply
11 the claim language consistently and in the same manner for the
12 issues of infringement and for the issues of invalidity. In
13 making your determination as to invalidity, you should
14 consider each claim separately.

15 Now, in patent law, a previous device, system, method,
16 publication, or patent that predates the claimed invention is
17 generally called prior art. Prior art may include items that
18 were publicly known or that have been used or offered for
19 sale, or references such as publications or patents, that
20 disclose the claimed invention or elements of the claimed
21 invention. Prior art may be authored or created by anyone.
22 An item of prior art may be called a prior art reference.

23 Now, I've referred to a person of ordinary skill in the
24 field of the invention or a person of ordinary skill in the
25 art. As I mentioned earlier, a person of ordinary skill in

1 the art is a hypothetical person who is presumed to have known
2 all of the relevant prior art at the time of the claimed
3 invention.

4 In deciding the level of ordinary skill in the field, you
5 should consider all the evidence introduced at trial,
6 including but not limited to:

- 7 1. The levels of education and experience of the
- 8 inventor and other persons actively working in the field;
- 9 2. The types of problems encountered in the field;
- 10 3. Previous solutions to those problems;
- 11 4. The rapidity with which innovations are made; and
- 12 5. The sophistication of the technology.

13 For the '931 Patent, General Access contends that a
14 person of ordinary skill in the art would have had at least a
15 Bachelor of Science in computer science, computer engineering,
16 electrical engineering, or an equivalent field, and at least
17 two years of academic or industry experience in any kind of
18 networking field.

19 Defendant Verizon contends that a person of ordinary
20 skill for the '931 Patent would have a Bachelor's degree in
21 electrical engineering, computer engineering, computer
22 science, or a similar field, and around two years of work,
23 research, or experience in digital communications systems,
24 such as wireless communications systems and networks, or
25 equivalent, or a Master's degree in electrical engineering,

1 computer engineering, computer science, or a similar field.

2 For the '974 [sic] Patent, General Access contends that a
3 person of ordinary skill in the art would have had at least a
4 Bachelor's degree in computer science, computer engineering,
5 electrical engineering, or an equivalent field, as well as at
6 least two years of experience working in the field of
7 telecommunications, network analysis and design, and/or mobile
8 communication device design.

9 Verizon contends that a person of ordinary skill in the
10 art for the '794 Patent would have had either a Bachelor's
11 degree in computer science, electrical or computer
12 engineering, or a related field, and at least two years of
13 work or research experience in digital communication systems,
14 such as wireless communication systems and networks, or the
15 equivalent, or a Master's degree in electrical engineering,
16 computer engineering, computer science, or a similar field.
17 Additional education could compensate for less practical
18 experience and vice versa.

19 Verizon also contends that the asserted claims of the
20 patents-in-suit are invalid for failure to provide an adequate
21 written description of the full scope of the claimed
22 invention. Verizon bears the burden of establishing by clear
23 and convincing evidence that the specification fails to
24 satisfy the written description requirement.

25 A patent must also contain a written description of the

1 product or method claimed in the patent. The written
2 description requirement helps ensure that the patent applicant
3 actually invented the claimed subject matter. To satisfy the
4 written description requirement, the patent specification must
5 describe each and every limitation of a patent claim with
6 clear, concise, and exact terms.

7 When determining whether the specification discloses the
8 invention, the claim must be viewed as a whole. The written
9 description requirement is satisfied if persons of ordinary
10 skill in the field of the invention would recognize from
11 reading the patent specification that the inventor possessed
12 the subject matter finally claimed in the patent.

13 The written description requirement is satisfied if the
14 specification shows that the inventor possessed his or her
15 invention as of the effective filing date of the claimed
16 invention, even though the claims may have changed or new
17 claims have added -- have been added since that time.

18 The exact words found in the claim need not be used in
19 the specification. It's unnecessary to spell out every detail
20 of the invention in the specification, and specific examples
21 are not required. Enough must be included in the
22 specification to convince persons of ordinary skill in the art
23 that the inventor possessed the full scope of the invention.
24 The written description requirement may be satisfied by a
25 combination of words, structures, figures, diagrams, formulas,

1 et cetera, contained in the patent application.

2 In evaluating whether the specification has provided an
3 adequate written description, you may consider such factors
4 as:

- 5 1. The nature and scope of the patent claims;
- 6 2. The complexity, predictability, and maturity of the
7 technology at issue;
- 8 3. The existing knowledge in the relevant field; and
- 9 4. The scope and content of the prior art.

10 The issue of written description is decided on a
11 claim-by-claim basis, not as to the entire patent or group of
12 claims.

13 Now, another way a patent claim can be invalid is if the
14 specification of the patent fails to disclose sufficient
15 information to enable or teach persons of ordinary skill in
16 the field of the invention at the time the patent application
17 was filed to make and use the full scope of the claimed
18 invention without undue experimentation. This is known as the
19 enablement requirement.

20 Verizon contends that the asserted claims of the
21 patents-in-suit are invalid for lack of enablement. If a
22 patent claim is not enabled, it is invalid. In considering
23 with whether a patent complies with the enablement
24 requirement, you must keep in mind that patents are often
25 written for persons of ordinary skill in the field of the

1 invention. Thus, a patent need not state information that
2 persons of ordinary skill would likely know or could obtain
3 without undue experimentation.

4 Factors you may consider in determining whether persons
5 of ordinary skill in the field of the invention would require
6 undue experimentation to make and use the full scope of the
7 claimed invention include the following:

8 1. The quantity of experimentation necessary and whether
9 that experimentation involves only known or commonly used
10 techniques. The question of undue experimentation is a matter
11 of degree. Even extensive experimentation does not
12 necessarily make the experiments unduly intensive where the
13 experiments are routine, such as repetition of known or
14 commonly known techniques, but permissible experimentation is
15 not without bounds;

16 2. The amount of direction or guidance disclosed in the
17 patent;

18 3. The presence or absence of working examples in the
19 patent;

20 4. The nature of the invention;

21 5. The state of the prior art;

22 6. The relative skill of those in the art;

23 7. The predictability of the art; and

24 8. The breadth of the claims.

25 No one or more of these factors is alone dispositive.

1 Rather, you must make your decision about whether or not the
2 degree of experimentation required is undue based upon all the
3 evidence presented to you. You should weigh these factors and
4 determine whether or not in the context of the invention and
5 the state of the art at the time of the patent's effective
6 filing date a person having ordinary skill would need to
7 experiment unduly to make and use the full scope of the
8 claimed invention.

9 The question of enablement does not turn on whether the
10 accused product is enabled or whether a commercially viable
11 product has been developed.

12 Now, if you find that Verizon has infringed any claim of
13 the asserted patents, you must then consider what amount of
14 damages, if any, to award to General Access.

15 I'll now instruct you about the measure of damages. But
16 by instructing you on damages, ladies and gentlemen, I am not
17 suggesting which party should win this case on any issue. If
18 you find that Verizon has not infringed any claim of the
19 patents-in-suit, then General Access is not entitled to any
20 patent damages.

21 General Access has the burden to establish the amount of
22 its damages by a preponderance of the evidence. In other
23 words, you should award only damages that General Access
24 establishes that it more likely than not suffered as a result
25 of Verizon's infringement.

1 While General Access is not required to prove the amount
2 of its damages with mathematical precision, it must prove them
3 with reasonable certainty. General Access is not entitled to
4 damages that are remote or that are only speculative.

5 The damages that you award, if any, must be adequate to
6 compensate General Access for any infringement that you may
7 find. You must not award General Access more damages than are
8 adequate to compensate for the infringement. You must also
9 not include any additional amount for the purpose of punishing
10 Verizon or for the purpose of setting an example.

11 I'll now instruct you on how to calculate reasonable
12 royalty damages.

13 In this case, General Access seeks damages in the form of
14 a reasonable royalty. A royalty is a payment made to a patent
15 owner in exchange for the right to make, use, or sell the
16 claimed invention. A reasonable royalty is the amount of
17 royalty payment that a patent holder and the alleged infringer
18 would have agreed to in a hypothetical negotiation taking
19 place at a time prior to when infringement first began.

20 In considering this hypothetical negotiation, you should
21 focus on what the expectations of the patent holder and the
22 alleged infringer would have been had they entered into an
23 agreement at that time, and had they acted reasonably in their
24 negotiations. In determining this, you must assume that both
25 parties believed the patent was valid and infringed and that

1 both parties were willing to enter into an agreement.

2 The reasonable royalty you determine must be a royalty
3 that would have resulted from the hypothetical negotiation and
4 not simply a royalty that either party would have preferred.
5 Evidence of things that happened after the infringement first
6 began can be considered in evaluating a reasonable royalty
7 only to the extent that the evidence aids in assessing what
8 royalty would have resulted from a hypothetical negotiation.

9 Although evidence of the actual profits of an alleged
10 infringer may be used to determine the anticipated profits at
11 the time of the hypothetical negotiation, the royalty may not
12 be limited or increased based on the actual profits the
13 alleged infringer made.

14 The law requires that any royalty awarded to General
15 Access correspond to the value of the alleged inventions
16 within the accused products, as distinct from other unpatented
17 features of the accused products.

18 Now, the amount you decide to award as money damages must
19 be based on the value attributable to the infringing features
20 of the patented invention, as distinct from unpatented
21 features of the accused product or other factors such as
22 marketing, advertising, or the parties' size or market
23 positions.

24 A royalty compensating the patent holder for damages must
25 reflect the value of the claimed invention attributable to the

1 infringing features of the product and no more.

2 The process of separating the value of the allegedly
3 infringing features from the value of all other features is
4 called apportionment. When the accused infringing products
5 have both patented and unpatented features, your award must be
6 apportioned so that it is based only on the value of the
7 patented features as distinguished from non-patented elements,
8 the manufacturing process, business risk, or significant
9 features or improvements added by the infringer.

10 In this case, asserted claims 28 and 29 of the '931
11 Patent are dependent claims, and they depend from independent
12 claims 1 and 19, respectively. However, independent claims 1
13 and 19 are already within the public domain. Thus, an award
14 of damages for infringement of claims 28 and 29 of the '931
15 Patent must be based solely on the value contributed by the
16 features of those claims, as opposed to the features of
17 independent claims 1 and 19.

18 In determining the reasonable royalty, you should
19 consider all the facts known and available to the parties at
20 the time infringement began. The parties agree that the date
21 of the hypothetical negotiation for the '794 Patent is in 2016
22 and for the '931 Patent is in late-2018 or early 2019.

23 Now, some of the kinds of factors that you may consider
24 in making your determination are:

25 1. The royalties received by the patentee for the

1 licensing of the patents-in-suit, proving or tending to prove
2 an established royalty;

3 2. The rates paid by the licensee for the use of the
4 patents comparable to the patents-in-suit. Comparables
5 license agreements include those covering the use of the
6 claimed invention or similar technology;

7 3. The nature and scope of the license as exclusive or
8 non-exclusive, or as restricted or non-restricted, in terms of
9 territory or with respect to whom the manufactured product may
10 be sold;

11 4. The licensor's established policy and marketing
12 program to maintain its patent exclusivity by not licensing
13 others to use the invention or by granting licenses under
14 special conditions designed to preserve that exclusivity;

15 5. The commercial relationship between the licensor and
16 licensee, such as whether they are competitors in the same
17 territory in the same line of business;

18 6. The effect of selling the patented specialty in
19 promoting sales of other products of the licensee, the
20 existing value of the invention of the licensor as a generator
21 of sales of his non-patented items, and the extent of such
22 derivative or convoyed sales;

23 7. The duration of the patent and the term of the
24 license;

25 8. The established profitability of the product made

1 under the patents, its commercial success, and its current
2 popularity;

3 9. The utility and advantages of the patented property
4 over the old modes or devices, if any, that had been used for
5 working out similar results;

6 10. The nature of the patented invention, the character
7 of the commercial embodiment of it as owned and produced by
8 the licensor and the benefits to those who have used the
9 invention;

10 11. The extent to which the infringer has made use of
11 the invention and any evidence probative of the value of that
12 use;

13 12. The portion of the profit or of the selling price
14 that may be customary in the particular business or in
15 comparable businesses to allow for the use of the invention or
16 analogous inventions;

17 13. The portion of the realizable profits that should be
18 credited to the invention as distinguished from non-patented
19 elements, the manufacturing process, business risks, or
20 significant features or improvements added by the infringer;

21 14. The opinion and testimony of qualified experts; and

22 15. The amount that a licensor (such as the patentee)
23 and a licensee (such as the infringer) would have agreed upon
24 (at the time the infringement began) if both had been trying
25 to reasonably and voluntarily reach an agreement; that is, the

1 amount which a prudent licensee--who desired as a business
2 proposition to obtain a license to the patented
3 invention--would have been willing to pay as a royalty and yet
4 be able to make a reasonable profit and which amount would
5 have been acceptable to a prudent patentee who was willing to
6 grant a license.

7 You may have heard these factors referred to during the
8 trial as the *Georgia-Pacific* factors. No one of these factors
9 is dispositive, and you can and should consider the evidence
10 that has been presented to you in this case on each of these
11 factors. You may also consider any other factors which, in
12 your mind, would have increased or decreased the royalty the
13 alleged infringer would have been willing to pay and the
14 patent owner or holder would have been willing to accept,
15 acting as normally prudent business people.

16 Now, in determining a reasonable royalty, you can also
17 take into account whether Defendant Verizon would have
18 implemented any non-infringing technologies as an alternative
19 to the patented inventions. These are called non-infringing
20 alternatives. The Plaintiff has the burden to persuade you
21 that no viable, commercially acceptable, non-infringing
22 alternatives existed.

23 Non-infringing technologies include not only existing
24 technologies that do not infringe, but also technologies that
25 could reasonably have been developed that would not -- and

1 that would not infringe. A defendant does not have to
2 actually use a non-infringing technology during the
3 infringement period for that technology to be a non-infringing
4 alternative.

5 When determining the reasonable royalty, you may consider
6 evidence concerning the amounts that other parties have paid
7 for rights to the patent in question or for rights to similar
8 technologies. Thus, comparable license agreements are one
9 factor that may inform your opinion as to the proper amount
10 and form of the reasonable royalty award, similar to the way
11 in which the value of a house is determined relative to
12 comparable houses sold in the same neighborhood.

13 Such licenses may include the patented inventions'
14 economic value in the marketplace, and they may indicate the
15 proper form of the royalty structure, such as a lump sum or a
16 running royalty.

17 A license agreement need not be perfectly comparable to a
18 hypothetical license that would be negotiated between the
19 patent owner and the alleged infringer in order for you to
20 consider it.

21 However, if you choose to rely upon evidence from any
22 other license agreements, you must account for any differences
23 between those licenses and the hypothetically negotiated
24 license in terms of the technologies and economic
25 circumstances of the contracting parties when you make your

1 reasonable royalty determination.

2 In determining the amount of damages, you must determine
3 when damages began. Where you find that an asserted claim has
4 been infringed and is not invalid, you may not award any
5 damages for activities occurring before the damages start. A
6 patentee is not entitled to damages for any infringement
7 committed more than six years prior to filing of the claim for
8 infringement.

9 The damages period would have begun in April of 2019 for
10 the '931 Patent. The '931 Patent will expire on August the
11 28th, 2024. So the damages period for the '931 Patent will
12 end on August 28th, 2024. For the '794 Patent, the damages
13 period would have begun in October of 2016. The '794 Patent
14 expired on June the 23rd, 2021. So the damages period for the
15 '794 Patent would have ended on January [sic] the 23rd, 2021.

16 Now, ladies and gentlemen, with those instructions, we'll
17 proceed to hear closing arguments for the competing parties in
18 this case.

19 The Plaintiff may present its first closing argument to
20 the jury.

21 Would you like a warning on your time, Mr. Knobloch?

22 MR. KNOBLOCH: Yes, Your Honor. Can you please let
23 me know after I've used 15 minutes.

24 THE COURT: I will warn you when you have used 15
25 minutes.

1 You may proceed with Plaintiff's first closing argument.

2 MR. KNOBLOCH: Thank you, Your Honor.

3 Ladies and gentlemen, good morning.

4 In 2001 Mr. Struhsaker came up with something that no one
5 had done before--a way to make beamforming work with TDD in a
6 wireless network. This solution that he came up with provided
7 the bedrock of modern beamforming TDD communications, and no
8 one here in this courtroom is challenging that Mr.
9 Struhsaker's inventions were innovative and new.

10 The invention of the '931 Patent, Mr. Struhsaker's TDD
11 beamforming patent, has saved Verizon \$1.7 billion in
12 infrastructure costs. Those are costs that had Verizon not
13 had access to the invention of the '931 Patent, it would have
14 had to spend to have the same network performance that it
15 currently has.

16 We are here because Verizon is using our technology
17 without paying for it. When this case is submitted to you and
18 you begin your deliberations, you will need to decide three
19 issues--infringement, validity, and damages. Let's briefly
20 discuss each of them.

21 As you heard, General Access has the burden of proof on
22 the issue of infringement. The standard of the proof is the
23 preponderance of the evidence, and you heard about that today.
24 The scales of justice on the statue right there, they've been
25 here all week, and the preponderance of the evidence requires

1 that we tip the scales in our favor. The evidence that we
2 showed tips those scales decisively in our favor.

3 You heard from Doctor Madisetti. He walked through each
4 and every limitation of the asserted claims and explained why
5 each and every one was met. Now, luckily for all of us, we
6 don't have to go through all of them again right now, but
7 there are a few that I want to talk about, specifically two.
8 And the first one that I want to focus on is the broadcast
9 beam signal limitation.

10 And the claim language is what matters here, and what the
11 claim requires is that the transmission -- is a transmission
12 of a broadcast beam signal at the start of a TDD frame.
13 Nothing in the claim requires that the contents of that
14 broadcast beam signal be identical to all the sectors. It's
15 not required. It doesn't say that the broadcast beam signal
16 has to be sent from a single antenna. That's not in the
17 claim.

18 What's in the claim is that there needs to be a broadcast
19 beam signal at the start of the frame sent to multiple
20 sectors, and that's exactly what Verizon's network does.

21 You've seen a lot about this synchronization signal
22 block, the SSB. Defendants' own admissions establish that the
23 SSB is the claimed broadcast beam signal. The SSB is the
24 synchronization signal that is sent at the start of the frame.
25 The SSB includes content that is identical to every sector.

1 For example, the system frame number. Ericsson's
2 own -- Mr. Faxer confirmed that the same system frame number
3 is sent to users in every sector in the SSB. And this happens
4 at the exact same time to every sector. The three antennas at
5 the top of the Verizon base stations, they send this
6 information at the exact same time to every sector.

7 Verizon's corporate representative, Mr. Rice, also agreed
8 that in Verizon's network the BBU, that's the computer in the
9 cabinet at the bottom of the base station that controls the
10 whole thing, it tells the antennas to send the SSBs at the
11 same time.

12 Now, Verizon spent a lot of time talking about the ways
13 in which the SSBs sent to the different sectors are different
14 from each other because they include things like scrambling,
15 like scrambling that's different or sector IDs that are
16 different, but that is irrelevant because Verizon cannot avoid
17 infringement simply by adding things that go beyond what the
18 claims require because these are comprising claims. There's
19 no dispute that these are what the Court has called comprising
20 claims.

21 And like the Court instructed you, a comprising claim is
22 infringed even if the accused product contains additional
23 elements like a table -- like a claim on a table that also
24 adds wheels, that's still infringed. If I have a claim that
25 covers a table and you just have a table that has the same

1 table but it adds wheels, that table infringes my claim.

2 And it's the same thing here. Verizon infringes even if
3 the SSB broadcast at the start of the frame includes
4 additional things that are not required by the claims. That
5 simply does not matter.

6 The next limitation from the '931 Patent that I want to
7 focus on is the said TDD frame limitation and, specifically,
8 that the directed scanning beam signals are sent to users in
9 multiple sectors during the same TDD frame.

10 Now, there's no dispute functionally that there are
11 beamform transmissions sent from multiple antennas at
12 Verizon's base stations to users in multiple sectors. These
13 beamform transmissions are sent at the same time and they
14 actually use the same system frame number. They are part of
15 the same frame.

16 This is testimony from Ericsson's own Mr. Fortes, and he
17 confirms that when multiple beams are transmitted, they are
18 all part of the same system frame number.

19 And Mr. Faxer agreed with that, too. He testified that
20 the same system frame number as the information payload that
21 is used in the SSBs. The information payload, that's the
22 directed scanning beam signals. That's the information, the
23 data, that is sent to the users on those beamform signals.
24 Those are all part of the same system frame number.

25 So when it designed its network, Verizon recognized that

1 the transmissions at the same time from the same base station
2 are part of the same frame. That's why they gave them the
3 same system frame number--because they're all part of the same
4 frame.

5 Now, Doctor Andrews said, yeah, they may have the same
6 system frame number, but they're still different frames
7 because, in his opinion, a frame is a container, it's an egg
8 carton.

9 But that's not right. The specification explains that a
10 TDD frame is simply a timetable. It consists of a set of time
11 slots for uplink and for downlink, and it's a schedule. The
12 specification explains it is a timing architecture to align
13 the downlink transmissions in the different sectors of a cell
14 site, both for the broadcast beam signals and for the directed
15 scanning beam signals. They are all aligned; they all share
16 the same TDD frame.

17 And the claims, the schedule, the timing architecture
18 required by the claims is simple. It's a broadcast beam
19 signal transmitted to multiple sectors at the start of the
20 frame and then downlink scanning beam signals transmitted to
21 users in multiple sectors during that same frame. And that is
22 exactly how Verizon's network works.

23 Now, you heard from one witness who disagreed with
24 that--Doctor Andrews. He says that the broadcasts transmitted
25 by Verizon's base stations are not the claimed broadcast beam

1 signals because they're sent from different antennas.

2 He also said that the downlink scanning beam signals, the
3 downlink data sent to the users in the different sectors at
4 the same time in the same system frame number, they're not
5 part of the same frame because they are sent from different
6 antennas.

7 Those opinions are wrong. They're wrong because they
8 ignore the Court's construction of a transceiver. The Court
9 has included in your notebooks this construction of a
10 transceiver, one or more. A transceiver is not limited to one
11 antenna. In the claims of the '931 Patent, a transceiver
12 refers to one or more antennas.

13 And that's really important, because something very
14 interesting happened yesterday when Mr. Hughes was
15 cross-examining Doctor Andrews. Mr. Hughes put up a slide
16 showing the constructions that you have in your notebooks on
17 the left-hand side and on the right comparing those to the
18 definitions that Doctor Andrews had applied in his report.

19 And what we noticed was that one of the constructions
20 from the Court were missing from Doctor Andrews' report. So
21 Mr. Hughes asked him about it. He asked him whether he'd
22 applied this construction in his analysis even though he
23 hadn't put it in his report. And what Doctor Andrews said was
24 very surprising. He was not aware that the Court had ordered
25 everyone to interpret the term 'a transceiver' as one or more

1 transceivers. The Defendants simply never gave him that
2 instruction.

3 This admission is really important. The Court's
4 construction makes it clear that the broadcast beam signals
5 and the downlink data beam signals, all of that can be
6 transmitted by more than one antenna.

7 Verizon's expert came here and testified that
8 transmissions from multiple antennas to multiple sectors don't
9 satisfy the claims of the '931 Patent. But Verizon never told
10 him in that -- in this patent a transceiver means one or more
11 transceivers. Ask yourself, why didn't Verizon give him that
12 information.

13 I'd like to move on to validity. As you've been told,
14 for both written description and enablement, the Patent Office
15 has already determined that the claims in this case meet both
16 the written description and enablement requirements.

17 And the Patent Office had all the information it needed
18 to make that determination. It had the patent specification,
19 it had the claims, and it knew about all -- and it knew about
20 the prior art. That's why the claims are presumed to be
21 valid. And that's why Defendants have to prove invalidity
22 with clear and convincing evidence. That is a burden that
23 these Defendants have not and cannot meet.

24 Starting with written description, the patent
25 specification clearly describes the claimed inventions. You

1 heard a lot from Verizon about how the '931 Patent focuses on
2 one sector, but let's look at what the specification actually
3 shows. Here is an annotated figure of figure 2 from the
4 specification. That's one of the figures that you'll find in
5 your notebooks from the '931 Patent.

6 And what does the spec -- what does the specification
7 explain about this? It explains that each base station covers
8 a cell site area that is divided into a plurality of sectors
9 in the plain language of the specification. The specification
10 also explains that messages are broadcast from the base
11 station to all subscribers.

12 And, remember, the base station is what is -- is the
13 thing in the middle. It's not limited to one of the antennas
14 you see at the top. It's all of them. And what does that
15 base station do? It broadcasts.

16 When the base station transmits to all subscribers, that
17 necessarily means transmitting from multiple antennas because,
18 as you see here, there -- you only see three, but there's four
19 because there's four sectors here. It's just the last one is
20 kind of hidden in the back. Each sector has its own antenna,
21 and the transmissions from those antennas to those sectors are
22 the broadcast beam signals of the claims, plainly described in
23 the specification.

24 Turning to enablement, the Court's instruction makes
25 clear the patent does not need to state what a person of

1 ordinary skill would be likely to know or could obtain without
2 undue experimentation. General Access didn't need to enable
3 all -- anything and didn't need to describe things that
4 the -- that the person of ordinary skill would already know.

5 And Verizon has focused a lot on the issue of mobile
6 beamforming. They've said, well, you know, the '931 Patent
7 lacks enablement because it didn't enable mobile beamforming.
8 That's been their focus. But back in 2001 we already had
9 mobile phones. They already existed, and there was also
10 mobile beamforming. This is the Scott patent that the patent
11 examiners had in front of them when they determined that the
12 '931 Patent claims were valid.

13 And the Scott patent shows user stations receiving
14 beamform signals. Those user stations, these cars, they're
15 mobile. They can drive. And they are receiving beamform
16 signals.

17 So the issue was not mobile beamforming. The issue that
18 Mr. Struhsaker solved was how to get TDD and beamforming to
19 work together in a wireless network. That invention, his
20 solution to that problem, which Scott didn't solve, was fully
21 enabled.

22 THE COURT: You've used 15 minutes, counsel.

23 MR. KNOBLOCH: Thank you, Your Honor.

24 You've heard all week from Verizon about how General
25 Access didn't enable the invention because of all the work

1 that went into building Verizon's commercial network or
2 Ericsson's commercial products.

3 You saw the video they shared at the beginning with the
4 beams bouncing off buildings, and you heard again and again
5 from Verizon that the claims are not enabled because of the
6 work that back in 2001 was still left to be done to
7 commercialize the technology described in the '931 Patent.

8 But all of that is irrelevant because the Court's
9 instruction makes clear that the question of enablement does
10 not turn on whether the accused product is enabled. That is
11 not the standard. It does not matter whether the '931 Patent
12 enabled Verizon's network or whether a commercially viable
13 product has been developed. Again, that doesn't matter.

14 There's no -- and there's also no dispute that Ericsson
15 and Verizon have come up with innovations of their own that
16 built on the foundations of the '931 Patent. The fact that
17 they had that work left to do after the '931 Patent is not
18 relevant to the issue of the enablement and written
19 description requirements that you need to decide.

20 So turning to damages, you heard Mr. Kennedy explain why
21 damages are tied to the infringer's, in this case Verizon's,
22 use of the invention, and Verizon's use of the invention here
23 is massive, more than 75,000 5G TDD base stations. And every
24 single one of the transmissions from those base stations
25 infringes the '931 Patent because they always use beamforming.

1 And you heard how much that matters to Verizon, because
2 it makes their network work 32 percent better. 32 percent is
3 a lot. If Verizon's network suddenly worked 32 percent less
4 well, it would need to compensate for that by building out
5 more infrastructure, by building out more base stations. That
6 is the value of the '931 claims to Verizon. That is what
7 Verizon gets by infringing.

8 Now, I'd like to turn to the '794 Patent. You heard
9 how -- this is the one about hotspots, and we went through
10 all -- Doctor Madisetti went through all of the -- all of the
11 elements of these claims and showed that they were met.

12 And you heard about how Verizon's hotspots work. They
13 have two transceivers, one that receives a signal from the
14 base station, from the cell tower, and a second one that
15 communicates with things like laptops and iPads as shown on
16 the right, the second transceiver.

17 There's no dispute that Verizon's accused products have
18 two transceivers that work in these ways, one that talks to a
19 cell tower and one that creates a WiFi network that you
20 can -- that can talk to devices downstream.

21 The dispute, the issue here, is how that second
22 transceiver communicates with the laptop, for example, how it
23 monitors, how it routes. Monitoring is simple. Before
24 sending information to your laptop, the hotspot needs to know
25 whether it has a good connection, so the hotspot and the

1 laptop exchange information back and forth. Those exchanges
2 include things like reports from the laptop about the received
3 signal strength, or RSSI, that you heard about. And they also
4 talk back and forth to each other and they say, can you hear
5 me, can I hear you, okay, now we can communicate. That's the
6 reciprocity that Doctor Madisetti talked about.

7 Now, once the second transceiver, the one on the right,
8 the WiFi transceiver, figures out that it has a good signal,
9 that it can actually -- that the mobile station and -- or the
10 laptop can actually hear what it's trying to say, then it
11 routes information. It's a WiFi router. It routes
12 information to that laptop or to that iPad by directing the
13 information over the specified path.

14 And you see the path right here--it's the WiFi path.
15 It's the way in which information goes from the second
16 transceiver to things like your laptop or your iPad. And
17 Verizon's own witnesses agree that that's exactly how its
18 products work.

19 This is also exactly what's described in the
20 specification of the '794 Patent. The '794 Patent explains
21 that measurements are taken at the mobile station. Remember,
22 the mobile station is like a laptop. It reports those back to
23 the WLAN transceiver.

24 The WLAN transceiver, that's the WiFi transceiver. And
25 so that gets reported back to the WiFi transceiver. The WiFi

1 transceiver, thus, monitors that information. It receives it,
2 it monitors it, it says, okay, do I have a good connection.
3 And then after that, if appropriate, handover of
4 communications is effectuated, again in just the plain
5 language of the specification, exactly how this works in the
6 claims.

7 Now, you also heard from Mr. Kennedy about the '794
8 Patent and about how much Verizon uses the '794 Patent. Now,
9 Verizon is able to charge \$32 more per device because of its
10 use of the '794 Patent. That's how much more it can charge
11 for the devices it sells to its customers because it has the
12 features of the '794 Patent.

13 And they sell a lot of these devices, nearly a hundred
14 million of them. That's a lot of money that Verizon gets to
15 charge its customers for the use of the '794 Patent. And the
16 reasonable royalty that General Access is seeking for that is
17 just \$2.79 per infringing device.

18 Now, you're going to hear from Mr. Krevitt next. Please
19 evaluate what he has to say from the perspective of the three
20 issues that matter--infringement, validity, and damages.

21 Thank you very much for your attention and your service.

22 THE COURT: All right. Defendant may now present
23 its closing argument.

24 Would you like a warning on your time, Mr. Krevitt?

25 MR. KREVITT: Yes, Your Honor. Three minutes left

1 in total would be great.

2 THE COURT: You want me to warn you when you've used
3 37 minutes?

4 MR. KREVITT: Yes, Your Honor.

5 THE COURT: All right. You may proceed.

6 MR. KREVITT: We're going to figure this out. Thank
7 you. Thank you, Your Honor.

8 Good after -- good morning. Excuse me, ladies and
9 gentlemen. It's a pleasure to be finally speaking with
10 you-all again. After we spoke on Monday, we then have to sit
11 there. We have to watch the evidence. We don't get to speak
12 with you. And so it's now our time to be able to speak with
13 you which is a real pleasure for us.

14 We're going to end the way we began. I'm going to speak
15 with you for a little bit, and then Mr. Dacus, if I leave him
16 any time, is going to visit with you-all.

17 First, we want to thank you-all for your service this
18 week, for the focus, the care, the attention that you paid.
19 It's not always easy. You've been bombarded with a lot of
20 information and expected to take a lot in, of course. But
21 this case is very important to Verizon. Verizon's been
22 accused of infringement, something it's never done. That's a
23 serious charge. But Verizon has not infringed either one of
24 these patents, not in its 5G network, not anywhere else.

25 Now, I promised at the outset that we were going to try

1 to make everything as clear as possible, that we were going to
2 try to keep things simple and straightforward, and that was
3 our goal, because we wanted you to understand the evidence.
4 Because once you understand the evidence, we were confident
5 that you would see that Verizon does not infringe either
6 patent and that the patents are invalid and that Verizon
7 doesn't owe anything.

8 And one of the best parts of trials -- and I'm going to
9 talk about the patents in just a moment, but one of the best
10 parts of trials, and Judge Gilstrap talked about this, is
11 you're able to assess credibility. You're able to look
12 witnesses in the eyes, see who's being straight with you,
13 who's telling the truth, who may be evading. That's real
14 important. It was in the instructions and it's real important
15 in this case.

16 You met Mr. Rice, our corporate representative from
17 Verizon. You met David Wolff. You met Sebastian Faxer who
18 flew in representing Ericsson in this case. Each one of them
19 knows the network, knows how it works, what it does, and they
20 all explained to you why it doesn't do what these patents
21 require. They all took the oath, looked you in the eye, and
22 told you factually how this network works and why it doesn't
23 do what the claims require. And you can't find infringement
24 in this case if you believe these men came here and told you
25 the truth.

1 You also heard Doctor Andrews. He's one of the leading
2 experts in the world in mobile communications and cellular
3 networks. It's the only thing he does. It's his entire
4 world. He testified that he doesn't take on any case unless
5 he's a hundred percent sure he's right. You remember that?
6 He's turned down 30 cases this year alone.

7 And you can compare his testimony to that of Doctor
8 Madisetti, a professional expert, an expert who seems to be an
9 expert in or is at least willing to provide expert testimony
10 regarding every single technology there has ever been.
11 Couldn't get off the stand fast enough when Mr. Rosenthal was
12 questioning him yesterday.

13 You get to assess their credibility. You get to compare
14 them.

15 You heard Mr. Struhsaker, the inventor in this case, came
16 because General Access asked him to come. He's here now. He
17 took the stand and he told you the truth. He told you, I
18 didn't invent beamforming in mobile. He told you that was
19 years away. He told you, I didn't write the claim, the
20 elements that are in this patent, someone else did that long
21 after I was gone. Point after point after point, what Mr.
22 Struhsaker said supported Verizon's positions in this case.

23 And you heard from Mr. Hynek. So you're in a position to
24 assess credibility, that's your job, and I think it's
25 important in this case.

1 Now, as I told you at the start and as we have all now
2 seen, General Access, Mr. Hynek, came here trying to get
3 almost a billion dollars, trying to take credit for how
4 beamforming is done in a mobile network, something Raze did
5 not invent, something Raze never said it invented at any time.

6 Mr. Struhsaker took the stand and disagreed with General
7 Access, said what General Access said was not true. He said
8 clearly under oath, I did not invent beamforming in mobile.
9 He was indignant. He said, I never said I did.

10 The only one who has ever said at any time that Raze
11 invented beamforming in mobile is General Access when it has
12 been trying to get money for its patents. I told you there
13 would be no support for that claim, and there was not any.

14 Now, there are some things everybody agrees on in this
15 case. Raze -- these patents come out of the work that Raze
16 was doing back in 2000, 2001. They were around for a couple
17 of years. They were involved in a fixed network. No dispute
18 about that. That's all they did. Their own documents, purely
19 a fixed network, does not support mobility. They didn't do a
20 thing in mobility, they didn't touch mobility, not once,
21 never.

22 And there's something else pretty much everyone agrees,
23 and I say pretty much because Doctor Madisetti was the
24 outlier. All of the engineers, all of the fact witnesses,
25 Doctor Andrews, Mr. Struhsaker, everyone agreed that

1 beamforming in mobile is different, much more complicated,
2 much more difficult, incredibly complex technology, took
3 hundreds of companies, thousands of engineers, decades to
4 figure that out, long after Raze shut down, long after the
5 patents in this case, long after Mr. Struhsaker had moved on.

6 You heard that also from Mr. Faxer, of course, and Mr.
7 Rice. You heard it from every single one of the witnesses,
8 and they talked about that process about developing
9 beamforming in mobile.

10 Here are some examples, if we go back, patents that
11 issued out of that process, patents that actually deal with
12 beamforming in mobile, patents that actually talk about
13 beamforming in mobile.

14 So that's what Raze was doing. And despite all of
15 that -- you can take that down, Mr. Eaton.

16 Despite all of that, despite all the testimony by all the
17 witnesses about what Raze was doing and what Raze was not
18 doing, how difficult beamforming in mobile was and the fact
19 that Raze never touched it, never worked on it, never thought
20 about it, General Access is here now asking you for tons of
21 money claiming that Raze invented beamforming in mobile
22 decades ago. By now, you know that's not true, but that's
23 what's been going on in this case.

24 Now let's look at the patents. As I said, these patents,
25 both of these patents, came out of the work that Raze was

1 doing out of its fixed network. Now, there was some
2 discussion of the prosecution. There was some suggestion that
3 we were saying there was sinister stuff going on, so let me be
4 really clear: That's not our point.

5 Our point is simple and it's factual--Raze applied for
6 patents, those patents were rejected, by the time those
7 patents were rejected, Raze was out of business, Mr.
8 Struhsaker had moved on, and General Access amended the
9 claims. Nothing wrong with that, but that's what happened.
10 And Mr. Struhsaker testified under oath he didn't write the
11 claims, he didn't see the claims, he wasn't involved in
12 preparing the claims. The new claims, excuse me, the
13 amendments.

14 Here are the amendments. They were added to the claims
15 during prosecution, and they eventually became part of the
16 actual patent claims in this case. You heard Mr. Venglarik.
17 It was by videotape, the patent prosecutor, you may recall.
18 He testified, I prepared the claims in this -- that wound up
19 in the patent, it took me a few hours, I filed them, the
20 patent issued.

21 You heard Mr. Struhsaker testify that he filed an oath
22 when he filed the original patent application, saying, these
23 are mine, I invented these. Do you remember that? But he
24 testified he didn't do that oath the next time because he
25 wasn't involved in those patents, had nothing to do with them,

1 the amendments.

2 So a patent lawyer that Mr. Hynek hires changes the
3 claims, get filed with the Patent Office, they get issued.
4 Those are the claims we're dealing with. Those are the
5 patents in this case.

6 And if we go forward, please, Mr. Eaton.

7 Those claims had two requirements added. You need one
8 broadcast beam signal that goes to multiple sectors. If they
9 can't show you one broadcast beam signal, a signal that goes
10 to more than one sector, there is no infringement.

11 What did they show you? And this is amazing. You may
12 recall, I stood here a few days ago on Monday and talked to
13 you-all, and I made a big deal. Some of my colleagues told me
14 I was too revved up. And I kept saying, show me. If there's
15 any evidence, if they have a document, if there's anything
16 that actually says what they're telling you, show me, put it
17 on a screen, show the jury.

18 And I was confident to say that -- I've never done that
19 in all my years because it's scary because maybe they will.
20 But I was confident to do it in this case because I knew no
21 document exists.

22 We've produced 2 million pages of documents in this case.
23 Every single aspect of our network, every minute detail of our
24 network is written down, it's documented. This isn't, you
25 know, you're just winging it. Every single aspect of our

1 network is written down precisely. Mr. Rice has documents
2 that can show you every single aspect of our network.

3 And so I said, if there is a broadcast beam signal that
4 goes to more than one sector, show me. Show the jury. I knew
5 they wouldn't be able to, and they didn't. And we're now here
6 on Friday, and Mr. Knobloch presented to you and said there is
7 infringement. We have the burden of proof, he said, and we
8 are proving infringement to you.

9 And what did he not put on the screen? He put this
10 cartoon that they created. He put this cartoon on. What did
11 he not show you? A single document, not one.

12 For the broadcast beam signal, General Access alleges
13 that the SSB -- you heard a lot of talk about it. But where
14 we are now, we know there is something called an SSB, and it's
15 what they claim is the broadcast beam signal. So in order to
16 prove infringement, they must show that there is one SSB that
17 goes to more than one sector. That's what they need to show.

18 What did they do? They put this cartoon, and they put
19 two quotes from deposition testimony, neither of which said
20 that. I knew they wouldn't be able to, again because our SSB
21 doesn't go to more than one sector.

22 Now, when Doctor Madisetti first testified, they did put
23 documents on. You could show this document, they put this on
24 the screen and made a big deal about it, said Mr. Krevitt
25 said, show me, we don't show documents, is this a document.

1 But then it came out on cross examination, this is showing one
2 sector. That's one sector at the bottom right, that hexagon.

3 So then they showed another document, another big deal.
4 Krevitt said we wouldn't show documents; here are documents.
5 It shows the SSB going to one sector. And when he was
6 cross-examined, Doctor Madisetti admitted it.

7 So the documents that they showed you that Doctor
8 Madisetti put up and tried to convince you that showed an SSB
9 going to more than one sector didn't, they don't exist, they
10 proved exactly the opposite.

11 Every single document, actual document, that relates to
12 Verizon's network shows this, which you did not see, which was
13 not shown by General Access, which is an SSB, a broadcast beam
14 signal going to just one sector, because that's how the system
15 works.

16 Every engineer said the same thing. Mr. Rice said it,
17 Mr. Faxer said it, Mr. Wolff said it, Doctor Andrews said it.
18 No gray, no doubt, the SSB goes only to one sector in
19 Verizon's network. That's how it works, and that's a fact.

20 Now, at some point they kind of shifted and they said,
21 well, all right, fine, maybe the SSB doesn't actually go to
22 multiple sectors as the claims explicitly require, but it
23 carries some of the same information, they go out at the same
24 time, so you can kind of think of them all as one signal.

25 That's not how it works. Judge Gilstrap's instructions

1 could not have been clearer: The claims define the scope, the
2 claims require a signal, one, that goes to more than one
3 sector, not a collection of signals that go to different
4 sectors, one signal, one SSB, multiple sectors. They can't
5 show it because it doesn't exist in our network.

6 It's the -- and, in fact, Doctor Madisetti, just to round
7 this point out, admitted that the SSBs that are going to
8 different sectors are different signals. So he admitted that
9 the SSBs in our network are different signals going to
10 different sectors. The claim requires one signal to multiple
11 sectors. It does not exist in our network.

12 So, finally, we show up here on Friday, and Mr. Knobloch
13 gets up here, he puts that cartoon of the yellow and then a
14 table. And he says, well, you don't have to worry about any
15 of this because these are comprising claims. That is all
16 sleight of hand. The claims define the scope of the
17 invention; the claims require one signal to multiple sectors.

18 Of course, you could have more. If a claim requires a
19 table and legs, you can add wheels. But what can you not do?
20 You can't get rid of the tabletop. These claims have
21 requirements. The requirements are one signal, multiple
22 sectors. Verizon doesn't do it. I said, show me. They
23 didn't. I just showed you.

24 It's the same with the TDD frame. It's the other
25 requirement in this claim. A TDD frame must go to multiple

1 sectors. One TDD frame, multiple sectors.

2 What did Mr. Knobloch show you? He showed you one
3 snippet of testimony that did not address the question. And
4 not only did it not say, oh, yeah, in Verizon's network a TDD
5 frame goes to multiple sectors; it didn't even address the
6 issue. And that's because having gotten 2 million pages of
7 documents and poured through them all, having deposed Mr. Rice
8 multiple times, everybody about our network, we sit here today
9 and there is no evidence that a TDD frame goes to more than
10 one sector because it doesn't. It would defeat the purpose of
11 sectorization. That's what Mr. Rice talked about. That's
12 what Mr. Wolff talked about, Mr. Faxer, and Doctor Andrews.
13 Why we sectorize, why it's so important that the sectors
14 remain separate, and why there are no instances in which a
15 signal, SSB or any other, or a TDD frame ever goes to more
16 than one sector. And that's why we don't infringe. That's
17 why they can't come close to proving that we do, the burden
18 that they have, because it never actually happens in our
19 system. Two requirements that General Access added long after
20 Mr. Struhsaker left, two things for the '931 that Verizon does
21 not do, two separate independent reasons Verizon does not
22 infringe.

23 Let's look at validity quickly on the '931. There are
24 two validity arguments. I want to make sure you understand
25 they are separate. One is written description, one is

1 enablement. The reason I say I want to make sure you
2 understand they are separate is you are going to get a verdict
3 form at some point when you go off to deliberate, and the
4 question will be just validity. The question doesn't break it
5 out in this way. But if you find there is no written
6 description, the patent is invalid. If you find there's no
7 enablement, the patent is invalid for that separate
8 independent reason. And, of course, if you find both, the
9 patent is invalid. But either one is sufficient for you to
10 find the patent is invalid.

11 And you will recall that written description is the
12 question about whether the requirement, every requirement,
13 every single requirement that winds up in the claims was in
14 the original application. Remember, these elements were added
15 by General Access after Mr. Struhsaker took off. He had
16 nothing to do with them. So the question is, were those
17 requirements that were added by other people, were those
18 requirements actually in the original application that Mr.
19 Struhsaker filed? And the answer is clearly no.

20 What we showed -- what Mr. Rosenthal showed in talking
21 with Doctor Madisetti and what Ms. Dominguez showed in talking
22 with Doctor Andrews is that the entire patent is about just
23 one sector. These requirements about a broadcast beam to
24 multiple sectors and a TDD frame to multiple sectors were not
25 in this patent because the patent was only about what goes to

1 one sector.

2 If you go to the next slide.

3 The Court's jury instructions that you just heard require
4 that the disclosure in the patent be clear, concise, and exact
5 terms. So you need to find that there is some clear, concise,
6 and exact description of these claim elements. But you won't
7 find it. It's not there.

8 And if you go to the next slide, please.

9 This is the patent claim, and what Mr. Rosenthal walked
10 Doctor Madisetti through, which we could do very quickly, is
11 every single aspect of the original claims is disclosed in
12 plain English clear as day, easy to read.

13 Doctor Madisetti kept saying, well, not in English, it's
14 not spelled out in words. When a claim element is described
15 in the specification, you can read it. The yellow in the
16 claim is in the patent. The only thing that is not is the
17 elements in pink, I think that is, which are the new elements.
18 Those are not in the specification. Mr. Struhsaker didn't
19 write them. They weren't what he put in his original patent
20 application. The lawyers wrote that and put those in later.

21 So what did Doctor Madisetti say? Doctor Madisetti said,
22 Trust me. He kept pointing to things that actually didn't
23 address this. You remember they were things that -- that
24 talked about other issues. And he said, well, to one of
25 ordinary skill in the art, that's obvious. That's what it

1 means to me. Trust me.

2 But that's not how it works. It's supposed to be clear,
3 concise, and exact. You should be able to read the claim
4 limitation and find it in the patent. Doctor Madisetti
5 couldn't do that because they're not there.

6 So that's the written description. That's why there is
7 no written description for these elements that were added
8 later. And because there's no written description, the
9 patents are invalid.

10 Let's do enablement quickly on the '931. You've heard a
11 lot about this issue in this case. The question is whether
12 this patent that was relating only to fixed, no dispute about
13 that that that's what the disclosure was about, these are
14 beams going to fixed houses, whether that would teach anyone
15 to do beamforming in 2001 in a mobile network. That's the
16 question that you have to decide.

17 And on that question, we suggest it's not close. There
18 is literally nothing, literally not a word in the patent about
19 mobile; nothing, let alone how to do that in beamforming.

20 Mr. Struhsaker testified he had no idea how to do
21 beamforming in mobile at that time. He was very honest. No
22 idea how to do beamforming in mobile. He went so far as to
23 say that if anybody thought that you could take the fixed
24 system that was in the patent and actually do beamforming in
25 mobile from that, you'd be smoking crack. The inventor said

1 that to think that you could do beamforming from this patent,
2 if you had that thought, from the fixed network, you'd be
3 smoking crack.

4 So what did Doctor Madisetti say about that? How did he
5 possibly suggest that there is enablement then? He said, Mr.
6 Struhsaker's wrong.

7 I've been doing this a long time. I have never seen
8 that. There is a few things I've never seen. I've never seen
9 a Plaintiff not put evidence up to show a jury, and I have
10 never seen an expert tell a jury that the inventor was wrong
11 about what the inventor thinks the inventor's patent
12 teaches--that Mr. Struhsaker was wrong when Mr. Struhsaker
13 said that the patent wouldn't teach beamforming in mobile.
14 You remember Doctor Madisetti said, well, it may be -- you
15 know, it's a long time ago, maybe he just forgot.

16 I heard Mr. Struhsaker's testimony. He didn't seem
17 forgetful to me. He testified that nobody knew how to do
18 beamforming, it would take years to figure it out, and in fact
19 that's exactly what happened. It was so complicated, it was
20 so incredibly complex, that it took hundreds of companies
21 years to figure out how to do beamforming in mobile.

22 That was the slide I showed you in opening with all of
23 those different companies involved. They all came together
24 for decades to figure out how to do beamforming in mobile and
25 eventually did years after, long after the patents in this

1 case.

2 So the patents are also not enabled. So there is not
3 infringement, there is -- and the patents are invalid because
4 of enablement and because of written description.

5 Very briefly on the '794 Patent, this is a patent that
6 seemed almost like an afterthought here. It's the patent that
7 General Access said is about hotspots, the patent actually
8 doesn't use the word 'hotspots', but that's what General
9 Access has said its patent is about, and there are three
10 requirements, all added by General Access long after Raze had
11 gone out of business, long after the patents had been
12 rejected. And I'm just going to focus on one because you saw
13 an exchange with Mr. Rosenthal and Doctor Madisetti yesterday,
14 and that related to this uplink/downlink.

15 The claims require monitoring a downlink signal. That's
16 the signal from the hotspot, if we call it that, to the phone.
17 You have to monitor the signals going that way. And Doctor
18 Madisetti only relied on evidence monitoring the uplink.
19 There was a long exchange with that, with Doctor Madisetti,
20 and he finally conceded, yes, it's true in the Verizon
21 products only the uplink is monitoring.

22 Well, that's not what the claim requires. The claim
23 requires monitoring the downlink, and that never happens in
24 Verizon's product, ever. There's no evidence. They haven't
25 even suggested with any evidence, testimony, documents,

1 nothing, that that ever happens. So there is no infringement.
2 They clearly have not shown infringement.

3 And the patent is invalid for written description for the
4 same reasons. These requirements that were added later are
5 not in the patent. Mr. Struhsaker testified truthfully --
6 testified--excuse me--truthfully that he did not put those
7 elements in the patent. He said, I did not write that, it's
8 not -- no, it did not say that. Do you see that? So he
9 admitted that he didn't put these in and they are not
10 described anywhere in the patent at all, let alone in clear,
11 concise, and exact terms.

12 And, of course, the patents are not enabled for the same
13 reason that the '931 is not enabled--it doesn't say a single
14 thing about how to do this in mobile.

15 So the bottom line, before I turn it over to my
16 colleague, is Verizon does not infringe either of the patents,
17 both of the patents are invalid, these are all separate and
18 independent reasons that Verizon doesn't owe General Access
19 anything. I just -- as I move away from the podium and make
20 room for my colleague, I do want to thank you-all for your
21 time and your attention and, as I said, your care. It means
22 an awful lot to Verizon, and we appreciate it very much.

23 Thank you.

24 MR. DACUS: How much time remains, Your Honor?

25 THE COURT: Roughly about 15 minutes.

1 MR. DACUS: Thank you, Your Honor.

2 Good morning.

3 THE COURT: Would you like any additional warning?

4 MR. DACUS: With three minutes, please, Your Honor.

5 THE COURT: I'll warn you with three minutes.

6 MR. DACUS: Thank you.

7 THE COURT: Actually you have 14 minutes and 50
8 seconds.

9 MR. DACUS: Thank you, Your Honor. I'll speak fast
10 if that's possible.

11 Good morning. I'm going to start and talk with you about
12 a topic that I have no desire to talk about, and that is the
13 amount of money and the money that these folks seek from
14 Verizon. And I don't talk to you about it because Verizon
15 owes them anything because we don't believe Verizon does.

16 But I want to talk to you about damages because in my
17 experience, and it's certainly true in this case, the amount
18 of money that folks ask for and the methods and the hoops that
19 they jump through to get to big numbers is very telling. And
20 it's telling because it tells you what a case is really about,
21 and it's telling because it helps you on this issue that the
22 Judge has told you about many times, and that is
23 credibility--judging each side and which is more believable.

24 How do damages tell us that? You remember that General
25 Access and Mr. Kennedy said, to use this cost-saving approach,

1 this approach that gets them up to this \$847 million number.

2 But what we know both from Mr. Kennedy --

3 May I have the document camera, please, Ms. Brunson.

4 What we know from Mr. Kennedy and from the instructions
5 that the Court read to you is the way to calculate a royalty
6 is actually through this thing called the market approach.
7 And the market approach is not complicated. The Judge just
8 told you, I don't know if you heard him, but he said exactly
9 what I said in trial: It's just like going out and shopping
10 for a house or shopping for a car, you just use comps. You
11 just see what's going on in the marketplace, and then you will
12 know what's happening and how you're supposed to calculate the
13 royalty.

14 You remember I asked Mr. Kennedy -- and this is the trial
15 transcript of me questioning him. In this hypothetical
16 negotiation that the jury is conducting, they're supposed to
17 be looking at real-world, real-world negotiations and
18 transactions. Is that something that they should be doing?
19 And he said yes. And he had to say yes because that's what
20 the Court just told you you're supposed to do. Right?

21 But then you remember I went through this with Mr.
22 Kennedy and said, Hey, this is what's going on in the real
23 world right here.

24 And at least in my opinion, truly remarkably, if you had
25 the transcript, it's 15 minutes later and about 20 pages later

1 I said to him, after we went through this, So here we are
2 again now talking about these real-world transactions that you
3 told us we're supposed to look at, should we be looking at
4 them? And he said, Not in this case, don't look in the real
5 world.

6 The Judge just told you that's exactly what you're
7 supposed to be doing. But there's a reason they don't want
8 you to look at the real world. Right? There's -- there's a
9 reason, and it's because of this: We know that in the real
10 world right at the time that these people were negotiating, by
11 the way, from 2009 to 2016, remember that's when you're
12 supposed to be conducting this hypothetical negotiation, they
13 were in the real world offering to sell these very patents,
14 these very patents.

15 And that's important or should be important to you
16 because these are third parties who are valuing the patents.
17 It's not Verizon saying what they're worth. It's not General
18 Access. These are experienced brokers that they went to.
19 These are -- this is the entire industry, very sophisticated
20 technology companies. And what was said? The broker said,
21 Look, we hope you can get 25 to \$30 million. That's what they
22 put them out there for.

23 By the way, that -- that price, do you remember what Mr.
24 Kennedy said about that price, his analysis of it? He said
25 that price that these very experienced brokers put out there

1 was discounted 98 to 99 percent because of the risk that these
2 patents were either invalid or 5G did not infringe them.

3 I've never heard it, anything like that. I even asked
4 Mr. Kennedy, In all your years of experience--and he had a
5 lot--have you ever heard of someone discounting a patent 98 to
6 99 percent because of the risk of invalidity being that high,
7 the risk of no one infringing being that high? Never. I
8 mean, that's their expert saying, I've never seen that.
9 That's a third-party broker saying that, not Verizon.

10 And what did the people in the marketplace say? No one
11 made any offers. No one paid -- no one even offered for these
12 patents.

13 On the issue of credibility, Mr. Hynek took the stand, I
14 presume because there's no rational way to explain this
15 request for \$850 million versus the fact that no one in the
16 world would even pay \$15 million, and said, Oh, I was never
17 trying to sell, I never even offered to sell.

18 And he said that in the face of the fact that he signed
19 three separate brokerage agreements, his own signature on
20 them. He said that in the face of his own expert admitting to
21 me and saying to me, Yes, he was out there selling them. And
22 he said that in the face of emails over multiple years. You
23 saw them. Emails over multiple years, him talking with his
24 broker about a selling price. They eventually got down to \$15
25 million, \$1 million per patent that they were trying to sell

1 because they were trying to sell 18 of them, including these
2 two.

3 And did Mr. Hynek write back and say, Where are you
4 getting this price from? No. You remember that email, he
5 said, I get it, exclamation point, in response to trying to
6 sell these things for a million dollars apiece. That's what's
7 going on in the real world.

8 In addition to that, there's something else going on in
9 the real world at this time that's very important. If you
10 look at your jury instructions when you get back there, you'll
11 see that the second factor the Judge told you to look at is,
12 has someone in Verizon's position, have they licensed similar
13 patents, have they paid a royalty for similar patents?

14 And you remember Verizon has. We paid a company called
15 IPComm who had 20 patents, very closely related. I don't know
16 if you remember, but Mr. Andrews actually walked you through
17 to show you that the patents under that IPComm agreement are
18 very, very closely related to the patents here, and we paid
19 \$8.4 million for 20 patents. That's what should dictate how
20 much these patents are worth, at most \$8 million, but in truth
21 probably a million dollars a patent, which no one actually
22 ever even agreed to pay.

23 Instead, what General Access asked you to do is to look
24 at this cost-savings method. And that's the method that
25 Doctor Kennedy and General Access dreamed up where they said,

1 Well, Verizon has a capacity problem. And I--Mr. Kennedy--am
2 going to assume that if they did not have this '931 Patent and
3 this 32 percent gain, then they would have had to buy 32
4 percent more base stations. You remember that?

5 And you remember, or at least I hope you remember, that I
6 asked Mr. Kennedy about that very expressly, because he tried
7 to waffle on it a couple of times. But I said to him in the
8 trial, The only calculation, sir, that you've done is based on
9 the fact that Verizon has a capacity issue.

10 And he said, Yes, that's what I've done.

11 And I said, You haven't -- you haven't done any
12 additional calculations; the only thing you have is this
13 calculation based on this capacity issue.

14 And he said, Yes, that's all I have, I don't have a
15 different calculation.

16 The problem with that, of course, is that you now know
17 from Steven Rice, David Wolff, there is no capacity issue.
18 This capacity issue, at least the one that Doctor -- Mr.
19 Kennedy was talking about, had to have happened between 2019
20 and 2024. All this stuff out here is irrelevant because the
21 patent expired right here.

22 There is no capacity issue between 2019 and 2024, and you
23 know why? I'm not sure anyone's pointed this out. We are
24 talking only about the 5G network, the TDD 5G network. The
25 question is, is there a capacity constraint. In this chart,

1 if you look up at the top right there, the only thing that
2 relates to 5G is that little orange. No wonder there wasn't a
3 capacity constraint. All this yellow that the Plaintiffs have
4 been showing you the whole time, that's 2G, 3G, and 4G. If I
5 can zoom it in, I'll show you. See? All the yellow is 2G,
6 3G, and 4G. There's no capacity constraint in 5G, just like
7 Mr. Rice said.

8 To make matters worse, the entire calculation is based on
9 this 32 percent number that Mr. Kennedy got from Doctor
10 Madisetti. You remember how Doctor Madisetti got that? He
11 took the Verizon network today and compared it to the 1972
12 ALOHA and said, Oh, there's a big gain.

13 Well, no kidding. In half a century? Wow! You should
14 have just hired me. I could have told you that. I don't
15 really know what to say about that, other than it shows you
16 what the lengths they will go to to try to inflate the amount
17 of money that they want. That's the bottom line.

18 What about this '794 Patent? Do things get any better?
19 No. Let me tell you why. In a lawsuit where we've spent a
20 week talking about beamforming, an entire week about these
21 patents related to beamforming, what we ultimately find out is
22 that for that '794 Patent, remember they just showed you it's
23 94 million products, 95 percent of those do not even have
24 beamforming. 95 percent do not even have beamforming. They
25 want \$264 million, and 95 percent of that doesn't even have

1 beamforming in it.

2 To make matters worse, they say, well, we did a survey
3 and we figured out that you can charge \$32 more.

4 THE COURT: Three minutes remaining.

5 MR. DACUS: Thank you, Your Honor.

6 They never showed you the survey, didn't show you the
7 questions, didn't show you the answers; just said, take our
8 word for it for \$264 million.

9 The Judge has said I'm short on time. Here is where I
10 want to end. When you apply for a patent, you make a promise
11 to the government. The government says, We'll give you a
12 patent for 20 years. In return, you make two promises--you
13 say that what I claim, I actually have and I actually possess
14 and I can actually make. That's enablement. They broke that
15 promise here.

16 In addition, you say, If I amend my original claims, then
17 my amendment will only include what was in my original patent.
18 That's the promise you make. That's the promise they broke
19 here. That's written description. You don't have to believe
20 me--you can believe the inventor himself. He told you that
21 from the witness stand.

22 The third promise you make to the government is when they
23 give you this deed, which is what a patent is, and they say
24 you own, for example, 25 acres, you don't get to expand it to
25 30 or 40 or 50 acres. And that's what's going on here. These

1 people are trying to take a patent that is two-and-a-half
2 decades old and claim that they invented the most
3 sophisticated and technologically advanced network the world
4 has ever seen--5G; something that took thousands of engineers
5 a full decade to put together, and they want to claim credit
6 for it. And they want \$850 million.

7 This needs to stop. This needs to stop. We've had
8 discussions in this case about trains. This is a run-away
9 train. I can't stop it, Steven Rice can't stop it, none of
10 the men and women who work at Verizon can stop it. We have to
11 ask you to stop it. And that's what we do. At the highest
12 level, that's what we ask you to do with your verdict is stop
13 this.

14 This is not what our constitutional patent system is
15 about. Our system is about the promotion of science, and
16 what's going on in this courtroom is not about the promotion
17 of science.

18 I'm going to end where I started and say thank you. One
19 thing I know Mr. Rice wants me to say to you is the thank you
20 is unconditional. Regardless of what your verdict is, we
21 thank you. This has been an imposition on your life. The
22 only thing these folks have ever asked for is an opportunity
23 to present this to you, you've given them that opportunity,
24 and we look forward to receiving your verdict.

25 Thank you, Your Honor.

1 THE COURT: Plaintiff may now present its final
2 closing argument. You have 18 minutes, Ms. Fair.

3 MS. FAIR: Thank you, Your Honor.

4 THE COURT: Would you like a warning?

5 MS. FAIR: Yes. May I have a three-minute warning
6 and may I adjust the flip chart, please?

7 THE COURT: You may.

8 MS. FAIR: Good morning.

9 We've worked this week to make your job easier. We
10 brought you the evidence, and we heard Mr. Krevitt just tell
11 us that they tried to make things simple and straightforward.
12 I don't think that's what they did. They've made your job
13 harder. They've made it harder with misdirection, the wrong
14 legal standard, and half truths.

15 Now, I don't have time to respond to all of it and you
16 heard you guys are the sole judges of credibility, you decide
17 how much weight to give the evidence, and I think if we talk
18 about just a few of these issues, you will see who's more
19 credible.

20 In opening statement is where it all started on who you
21 can trust in this case. Do you remember the picture that they
22 painted about Mr. Hynek and General Access and Mr. Struhsaker?
23 What they told you was that Mr. Hynek swooped in, grabbed
24 these patents out of a company that was going bankrupt, hired
25 some new lawyers, and went and prosecuted these patents.

1 The very first witness told us that's not what happened.
2 Mr. Struhsaker took the stand and testified that, When I was a
3 younger man, all I had was pieces of paper and an idea, and
4 Mr. Hynek and his associates took a bet on me and supported
5 me.

6 And then Mr. Hynek came in the next day, and he told us
7 he wasn't just some guy who came in and bought some assets; he
8 worked, with no exaggeration, with Mr. Struhsaker side by side
9 16 to 20 hours a day. He was on the ground trying to help
10 develop a company that he believed in with impressive people
11 and impressive ideas.

12 They knew this when they got up and told you that in
13 opening statement. These two men were busting their tails
14 trying to convince people where the industry was
15 going--beamforming in TDD. No one would listen because it was
16 too early for people to invest the capital that it would take
17 to build out these networks. It would be another 15 years
18 before they spent billions developing their network. Of
19 course, Raze couldn't do that in 2001.

20 And when it didn't work out, they didn't just give up.
21 Mr. Hynek continued the patent prosecution efforts--again,
22 credibility--with the same firm that had been prosecuting the
23 patents with Mr. Struhsaker.

24 You heard from one of those attorneys in a video
25 deposition. He and others at his firm who were working on

1 these patents, they prosecuted thousands of patent
2 applications. They knew what they were doing. It's the same
3 way that Mr. Rice told us their patents are prosecuted. You
4 provide a disclosure of your invention to the Patent
5 Office -- to the lawyers at Verizon, and then the lawyers do
6 the work with the Patent Office, and one day a patent shows
7 up, you get it years later.

8 Mr. Rice told us the truth. That's how it works.
9 There's nothing wrong with that, and there's a reason why the
10 lawyers write the claims. It's because the claims define the
11 legal boundaries of the invention.

12 Doctor Andrews tried to tell you, well, that's not right.
13 He has four patents and he was standing alone opposite Mr.
14 Rice, Verizon's process, Mr. Struhsaker's attorneys, Mr.
15 Struhsaker himself, and Doctor Madisetti, who I will remind
16 you is the second most relied upon expert at the Patent
17 Office. They brought that out on cross examination. He knows
18 how to evaluate whether a patent is valid or not, and he told
19 us these patents are valid.

20 What else did they point to to try and tell you there's
21 something wrong here? Not an analysis of the claims or the
22 law. They made a big deal about the timeline, how these
23 patents came to be.

24 They relied upon Doctor Andrews whose livelihood is
25 sponsored by Ericsson. They just told us it's his whole

1 world, the telecom industry. He said he's here to set the
2 record straight on Mr. Struhsaker, Mr. Struhsaker, who took
3 the stand and testified that he respects Doctor Andrews, he
4 was willing to write a recommendation for Doctor Andrews'
5 book, and in exchange Doctor Andrews takes the stand and says,
6 let's tear these up for all time, let's invalidate, that is
7 the end of the road for these patents.

8 And then we heard, oh, no, no, no, it's just a couple of
9 the claims, the claims that Verizon infringes to the tune of
10 hundreds of millions of dollars.

11 So they talk about this timeline, rejected claims,
12 amended claims, adding claims, and what we hear in that, must
13 be something wrong. Well, finally today, finally their story
14 is, oh, no, no, no, there's nothing wrong with that. Then why
15 are we still talking about it? We know there is nothing wrong
16 with it because Doctor Andrews did the exact same thing with
17 his patents. This is a normal part of the process, and
18 they're spending their time trying to tell you that there's
19 something wrong when there's not.

20 That is not credible. All it means is that the Patent
21 Office did its job, it had what it needed to make its
22 determination. These were not claims that just slipped on by
23 the Patent Office.

24 Another issue I want to talk about is this broadcast beam
25 signal. Like I said, I can't talk about all of the issues on

1 the technology, but I think that this shows who you can trust.
2 They say they don't infringe because this broadcast beam
3 signal, it's not all the same information that goes to
4 everyone, there's some information that's different.

5 Let's think about what they're saying. What they are
6 telling us, what they are trying to get us to believe is that
7 Mr. Struhsaker, having just finished chairing the WiFi
8 committee that came up with the first WiFi network, wants to
9 start a company, wants to come up with ways to bring the
10 internet to rural areas through wireless broadband, and that
11 he spent the time and resources from his struggling company
12 just fresh out of a garage pursuing applications in the Patent
13 Office that say everyone gets the same information?

14 That makes no sense. Of course this patent is not about
15 everybody getting the same information. The broadcast beam
16 signal, the SSB, has some shared information and some
17 information that's different. Nobody disputes that.
18 Everybody agrees about that.

19 And so what we know is that what Mr. Struhsaker invented,
20 what Mr. Krevitt even just said is that would defeat the point
21 of sectorization. We agree. Different information is
22 included. What Mr. Struhsaker invented was a timing
23 architecture that synchronizes communication across multiple
24 sectors.

25 I want to touch on one thing. They have made a big deal

1 about how Mr. Struhsaker admitted that he didn't invent
2 beamforming in mobile, he didn't invent 5G, all these industry
3 players have come together to develop 5G.

4 Nobody has made the claim that he invented 5G. What he
5 invented is the timing architecture, beamforming in a time
6 division duplex system. How do you synchronize the
7 communications? No one disputes how the system works. They
8 get up here and say show us the document, show us the
9 document. You remember the Court had to instruct them and
10 remind them that testimony is evidence, too?

11 We have testimony about how the system works. The only
12 dispute is, does it meet the claim language. And remember
13 when Doctor Andrews took the stand, there was a moment where
14 he had to admit he had never seen the Court's construction of
15 a transceiver being one or more transceivers. This is
16 something that is required to be used in the analysis. You
17 saw how confused he looked when he saw it on the stand. They
18 didn't tell him about this. His analysis was flawed from the
19 start, and this is a critical point.

20 You heard Mr. Knobloch explain to you that what we're
21 talking about is transceivers in the antennas are sending the
22 signals. Of course there's more than one transceiver sending
23 the signal with the shared information. It is a broadcast
24 beam signal that goes to multiple sectors.

25 Fixed versus mobile. I bet for the first three days of

1 this trial, you thought that this case was about fixed versus
2 mobile in a wireless network. And I wouldn't blame you if you
3 did. In fact, they're still talking about it which I was kind
4 of surprised to hear because yesterday morning, it wasn't
5 until Thursday morning on cross examination that Doctor
6 Andrews finally came clean: It has nothing to do with
7 infringement.

8 So why are they talking about this? Well, they make it
9 sound like this patent can't be worth the paper it's written
10 on because no one could build out the expansive network that
11 Verizon has today. No one could build what Verizon has built
12 today.

13 You remember they're so excited about this, that Mr.
14 Struhsaker said you would be smoking crack to think that you
15 could build out a cellular network like that? That's not the
16 test. The test is not whether you could commercialize the
17 invention. The Court's instructions tell us it's not about
18 whether a commercially-viable product has been developed.
19 That's not what our system expects of inventors. An inventor
20 working out of his garage does not have to be able to build a
21 commercial network like has been built over the last 15 years.

22 We know that somebody looking at this patent would know
23 how to build it; they just don't have the capital. Doctor
24 Madisetti showed us that the Patent Office had in its hands a
25 reference explaining that you can have a mobile base station

1 system. This wasn't a mystery. Mr. Struhsaker just came up
2 with a way to set the timing architecture in place for it.

3 One last thing I want to talk about is damages. I think
4 starting with the law tells us who you can believe. The
5 statute tells us it's a reasonable royalty for the use made of
6 the invention, the patents in this case, by the infringer
7 Verizon. What is Verizon's use and how do we measure it for
8 these inventions in this case.

9 We're the ones who brought you the evidence on that. Mr.
10 Kennedy, someone that you heard from Verizon's own counsel
11 Ericsson hires and relies on for setting royalty rates when
12 it's their patents, but apparently here he got it all wrong.

13 You just heard from Verizon's lawyers that, well, in the
14 real world here is what we had, in the real world there were
15 these brokers, in the real world there was this other
16 agreement Verizon had. But the instructions tell us that
17 damages are based on a hypothetical negotiation, hypothetical
18 because it didn't happen. We assume that the patent is valid,
19 we assume that it is infringed, and that is nothing that
20 Verizon can bear to admit in the real world.

21 All the cards are on the table, there's no secrets,
22 there's no sneaky tricks, and Mr. Kennedy did the hypothetical
23 negotiation. He looked at Verizon's use. He showed us that
24 without the '931, Verizon would lose 32 percent of its
25 network, a third of it. That's \$1.7 billion, \$1.7 billion in

1 infrastructure costs.

2 Now, I told you on Monday this was a big case, and we
3 would be asking for a lot of money, and I told you I thought
4 we had the evidence and I think that these numbers tell you
5 this is not a small case, this is not a little bit of
6 infringement.

7 What did they tell you? You remember Mr. Faxer did a
8 study, you remember this when he was on the stand, he told us,
9 oh, well, the savings, it's not 32 percent, it's a whole lot
10 less. But then remember he had to admit that his simulation
11 was done with settings that look nothing like the actual
12 deployments of base stations in the United States.

13 Remember, he was talking about he did a study based on a
14 200-meter distance and the U.S. base stations are a thousand
15 meters? He finally had to admit, because we were persistent
16 in deposition, that he had done another study that he didn't
17 tell us about at 500 meters which was --

18 THE COURT: You have three minutes remaining.

19 MS. FAIR: Thank you, Your Honor.

20 -- are worse for Verizon.

21 Capacity I want to say one thing about. This is another
22 misdirection. Nobody says their network is constrained.
23 Verizon has dozens, maybe hundreds of engineers and business
24 people deciding this is how much capacity we need and they
25 spend billions getting to what that capacity needs to be.

1 Sure, they've got a buffer in there. Of course they do.
2 But they want to tell you that they would give up a third of
3 their network because that's how much excess they have. I
4 think you can trust what they say to their shareholders
5 outside of this courtroom more than what they're trying to
6 tell you inside of this courtroom, and that is, that if the
7 deployment of 5G is delayed or hindered for any reason, we may
8 experience a decline in the demand for our services. And now
9 they're trying to tell you they'd give you up a third of their
10 network because they've got so much extra.

11 We are asking for \$583 million because of the amount that
12 they have saved from the '931 Patent. On the '794 Patent they
13 have sold almost a hundred million devices that use the
14 hotspot. And Verizon, again with misdirection, tells you,
15 well, 95 percent of them don't have beamforming. That's not
16 the beamforming patent. The '794 Patent is about hotspots.

17 I'm going to wrap up because I'm almost out of time. I
18 know that Mr. Hynek and Mr. Struhsaker want me to say thank
19 you for your time. It's been some long days, it's been a long
20 week, and you guys have sat and paid attention and we
21 appreciate that.

22 I was the first lawyer who got to talk to you on Monday,
23 asking you questions, listening to your answers. I'm the last
24 lawyer you have to listen to this week, and it's going to end
25 with you being asked three more questions.

1 Verizon does not listen to us. They have to listen to
2 you. We await your verdict.

3 THE COURT: Ladies and gentlemen of the jury, I'm
4 going to ask you to retire to the jury room for just a couple
5 of minutes. And as soon as you are ready, please come back
6 into the jury room because I have some final instructions to
7 give you. Simply leave your notebooks in your chairs, follow
8 my instructions, and be back in the courtroom as soon as you
9 can.

10 (Whereupon, the jury left the courtroom.)

11 THE COURT: Be seated, please.

12 Counsel, during closing arguments I received a note from
13 one of the jurors indicating they desperately needed a
14 bathroom break. That's why I've sent them out. I will bring
15 them back just as soon as I can and I will finish my final
16 instructions to them.

17 In the meantime, just remain where you are, sit quietly.
18 We'll go off the record until the Court Security Officer
19 indicates to me they're ready to come back in.

20 We are off the record.

21 (Pause in proceedings.)

22 THE COURT: Mr. Barnett, if you'd bring in the jury,
23 please.

24 (Whereupon, the jury entered the courtroom.)

25 THE COURT: Please be seated, ladies and gentlemen.

1 Members of the jury, I'd like to provide you with a few
2 final instructions before you begin your deliberations.

3 You must perform your duty as jurors without bias or
4 prejudice as to any party. The law does not permit you to be
5 controlled by sympathy, prejudice, or public opinion. All
6 parties expect that you will carefully and impartially
7 consider all the evidence, follow the law as I have given it
8 to you, and reach a just verdict regardless of the
9 consequences.

10 Answer each question in the verdict form based on the
11 facts as you find them to be. Again, do not decide who should
12 win the case and answer the questions to reach that result.
13 One more time I'll remind you that your verdict in this case
14 must be unanimous.

15 You should consider and decide this case as a dispute
16 between persons of equal standing in the community, of equal
17 worth, and holding the same or similar stations in life. This
18 is true in patent cases between corporations, partnerships, or
19 individuals.

20 A patent owner is entitled to protect his rights under
21 the laws of the United States. This includes bringing a suit
22 in a United States District Court for monetary damages for
23 infringement. A defendant is equally entitled to defend
24 itself under the laws of the United States, and this includes
25 bringing any or all available defenses under the law in a

1 United States District Court in which it is being sued.

2 As a result, you should make no inference from the fact
3 that this suit was filed or brought to trial. The law
4 recognizes no distinctions in the types of parties. All
5 corporations, partnerships, other organizations stand equal
6 before the law regardless of their size and regardless of who
7 owns them.

8 Now, as I told you, when you retire to the jury room to
9 deliberate on your verdict, you're each going to have your own
10 individual printed copy of these final jury instructions that
11 I'm giving to you.

12 If during your deliberations you desire to review any of
13 the exhibits which the Court has admitted into evidence over
14 the course of the trial, then you should advise me by a
15 written note signed and dated by your foreperson delivered to
16 the Court Security Officer requesting one or more exhibits.
17 And in that case I will send those exhibits to you.

18 Once you retire, you should first select your foreperson
19 and then conduct your deliberations. If you recess during
20 your deliberations, follow all the instructions the Court has
21 given you about your conduct as jurors during the trial.

22 After you have reached your verdict, your foreperson is
23 to fill in your unanimous answers to the questions in the
24 verdict form, date it, sign it, and advise the Court Security
25 Officer that the jury has reached a verdict.

1 Do not reveal your answers until such time as you are
2 discharged, unless otherwise directed by me, and you must
3 never disclose to anyone, not even to me, your numerical
4 division on any unanswered question.

5 Any notes that you've taken over the course of the trial
6 are aids to your memory only. If your memory should defer
7 differ from your notes, then rely on your memory and not your
8 notes. The notes are not evidence, and a juror who has not
9 taken notes must rely on his or her own independent
10 recollection of the evidence and should not be unduly
11 influenced by the notes of other jurors. Notes are not
12 entitled to any greater weight than the recollection or
13 impression of each juror about the testimony.

14 If you want to communicate with me at any time during
15 your deliberations, you should give a written message or a
16 question signed and dated by your foreperson to the Court
17 Security Officer, who will bring it to me. I'll then respond
18 as promptly as possible, either in writing or by having you
19 brought back into the courtroom where I can address you
20 orally. I will always first disclose to the attorneys for the
21 parties your question and my intended response before I answer
22 any question.

23 After you've reached a verdict and the Court has accepted
24 it and I have discharged you as jurors, at that point, ladies
25 and gentlemen, you are not required to speak with anyone about

1 your experience in this case. On the other hand, at that
2 point you will be completely free to discuss your experience
3 in this case with anyone of your choosing, but that choice at
4 that time will be yours individually 100 percent.

5 I'm now going to hand eight printed copies of these final
6 jury instructions and one clean copy of the verdict form to
7 the Court Security Officer to deliver to you in the jury room.

8 Ladies and gentlemen of the jury, you may now retire to
9 the jury room to consider your verdict. We await your
10 decisions.

11 (Whereupon, the jury left the courtroom.)

12 THE COURT: Counsel, you are free to wait here in
13 the courtroom or have one or more representatives here in the
14 courtroom. If you are off premises, I have what I believe are
15 good cell phone numbers to contact you in the event we get a
16 note or the return of a verdict. Do not -- nonetheless, do
17 not stray far so that if I call you, you can get back here
18 promptly.

19 With that, awaiting either a question from the jury or a
20 return of their verdict, we stand in recess.

21 (Jury deliberates.)

22 THE COURT: Be seated, please.

23 Counsel, I've received the following note from the
24 jury--"We have reached a verdict." And it is signed by
25 Ms. Angelin Josey who was Juror No. 4 as foreperson. It's

1 dated with today's date. And I'll hand the original note to
2 the Courtroom Deputy.

3 Does the Court need to hear from either party before I
4 bring in the jury and receive the verdict?

5 MR. SUMMERS: Nothing for the Plaintiff, Your Honor.

6 MR. KREVITT: No, Your Honor. Thank you.

7 THE COURT: It goes without saying, no matter what
8 the result is, I do not expect any outbursts or expressions
9 one way or the other.

10 All right. Let's bring in the jury, please.

11 (Whereupon, the jury entered the courtroom.)

12 THE COURT: Please be seated.

13 Ms. Josey, I understand you are the foreperson of the
14 jury. Is that correct?

15 THE PRESIDING OFFICER: Yes, sir.

16 THE COURT: Has the jury reached a verdict?

17 THE PRESIDING OFFICER: Yes, sir.

18 THE COURT: Would you hand the verdict form to the
19 Court Security Officer who will bring it to me.

20 Ladies and gentlemen of the jury, I'm going to announce
21 the verdict into the record at this time, and I'd like to ask
22 each of you to listen very carefully as I do that because
23 after I have announced the verdict into the record, I'm going
24 to poll the members of the jury to make sure and confirm that
25 this is, in fact, the unanimous verdict of all eight members

1 of the jury.

2 Turning to the verdict form and beginning on page 4 where
3 Question 1 is found, "did Plaintiff General Access prove by a
4 preponderance of the evidence that Verizon infringed any of
5 the asserted claims of the following patents?"

6 For the '931 Patent the jury's answer is "Yes."

7 For the '794 Patent, the jury's answer is "Yes."

8 Turning to Question 2 on page 5 of the verdict form, "Did
9 Verizon by clear and convincing evidence prove that the
10 asserted claims of the asserted patents are invalid due to a
11 lack of a written description or that they are not fully
12 enabled? For each patent answer 'yes' or 'no'."

13 For claims 28 and 29 of the '931 Patent, the jury's
14 answer is "No." For claims 1, 2, and 5 of the '794 Patent,
15 the jury's answer is "No."

16 Turning to Question 3A, "What sum of money, if paid now
17 in cash, as a reasonable royalty has General Access proven by
18 a preponderance of the evidence would compensate General
19 Access for its damages from Verizon's infringement of the '931
20 Patent?"

21 The jury's answer is "\$583 million."

22 Question 3B, "What sum of money, if paid now in cash, as
23 a reasonable royalty has General Access proven by a
24 preponderance of the evidence would compensate General Access
25 for Verizon's infringement of the '794 Patent?"

1 The jury's answer is "\$264 million."

2 Turning to page 8, the final page of the verdict form, I
3 find it is dated with today's date and signed Ms. Josey as
4 foreperson of the jury.

5 Ladies and gentlemen of the jury, let me poll you to make
6 sure on the record that the verdict as I have read it is the
7 unanimous verdict of all eight members of the jury. If this
8 is your verdict as I have read it, would you please stand up?
9 Thank you, ladies and gentlemen. Please have a seat.

10 Let the record reflect that all eight members of the jury
11 immediately rose and stood in response to the Court's question
12 to poll the jury. I find that this is the unanimous verdict
13 of all eight members of the jury. The Court accepts your
14 verdict. And I will hand the original verdict form to the
15 Courtroom Deputy.

16 Ladies and gentlemen, this now completes the trial of
17 this case. From the very beginning I have instructed you in
18 various ways about your conduct during the trial and in
19 various other matters. I am -- having accepted your verdict,
20 I am discharging you as jurors and I am releasing you from all
21 those instructions. You are no longer bound by any of the
22 instructions that I have given you. That also means you're
23 free to discuss your experience in this case as a juror with
24 anybody of your choosing. You're also free not to discuss it
25 with anybody. The decision as to whether or not to talk or

1 communicate with anybody about your experience in this trial
2 is 100 percent yours individually and yours alone.

3 I do want to mention one thing to you. I have been
4 either on the bench or practicing law in this immediate area
5 for 40 years. For 40 years when a verdict is returned in this
6 courthouse, the lawyers are instructed that they cannot
7 approach the jurors and initiate a conversation with them
8 about their jury service, but I can tell you that all the
9 lawyers in this case are interested to know what your
10 experience has been, whether they're on the winning side or
11 the losing side.

12 Consequently, the way that's worked over the last 40
13 years, because I've been here to see it and I've been involved
14 in it myself, there's one way out of this building and that's
15 down those front steps. Don't be surprised when you walk down
16 those front steps to find a bunch of lawyers standing on the
17 sidewalk hoping that you will stop and want to talk to them.
18 If you do want to stop and talk to them, feel free to, and I
19 promise you they will talk to you as long as you want to talk
20 to them. If you don't want to talk to them, don't feel like
21 you're under any obligation whatsoever to stop and to visit
22 with them; just walk straight on by. It is completely up to
23 you. They will not interfere with your ability to do one or
24 the other. But you're going to have an easy opportunity to
25 talk with them if you choose to stop and talk with them.

1 Now, because that's been a long-standing practice and
2 custom in this division of this district, I've added a new
3 step over the last several years. I've asked each side to
4 give me a representative name and a phone number of somebody
5 that participated in this trial on both sides, and I've put
6 those names and cell phone numbers on pieces of paper. If you
7 think you might want to talk to one of these lawyers or
8 somebody from both sides at some point in the future but you
9 don't want to do it today, I'll make sure you have one of
10 these slips of paper and you can take it with you. And then
11 in a week or a month, or whatever, if you want to pick up the
12 phone and call them, they'll still want to take your phone
13 call, but that way you won't feel compelled to stop and talk
14 today or never have that opportunity. That's just a way to
15 make it easier on you-all. But the decision is yours 100
16 percent either way. But I want you to know what to expect.

17 Also, ladies and gentlemen, I want to ask you to do me a
18 personal favor. Now that the trial is over, I've accepted
19 your verdict and I've discharged you as jurors, I'd like you
20 -- when you get up in just a few minutes from those chairs,
21 I'd like you to go back in the jury room and let me come in
22 and I'd like to shake each one of your hands, I'd like to look
23 each one of you in the eye and thank you personally for your
24 service as jurors in this case because I believe the sacrifice
25 you made to serve on this jury is significant public service

1 and it warrants that kind of a personal thank you from the
2 Court. I promise you, it's a Friday afternoon and
3 Independence Day is next week, there are lots of things going
4 on, and I am not going to keep you, but if you would give me
5 just a minute before you leave the building to come in there
6 and thank you personally, I would consider it a personal
7 favor.

8 With that, ladies and gentlemen, that completes the trial
9 of this case. The Court accepts the jury's verdict, has
10 discharged the jury. Counsel, you are excused.

11 The Court stands in recess.

12 (The proceedings were concluded at 2:10 p.m.)
13
14
15
16
17
18
19
20
21
22
23
24
25

1 I HEREBY CERTIFY THAT THE FOREGOING IS A
2 CORRECT TRANSCRIPT FROM THE RECORD OF
3 PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.
4 I FURTHER CERTIFY THAT THE TRANSCRIPT FEES
5 FORMAT COMPLY WITH THOSE PRESCRIBED BY THE
6 COURT AND THE JUDICIAL CONFERENCE OF THE
7 UNITED STATES.

8
9 S/Shawn McRoberts

06/28/2024

10 _____ DATE _____
11 SHAWN McROBERTS, RMR, CRR
12 FEDERAL OFFICIAL COURT REPORTER
13
14
15
16
17
18
19
20
21
22
23
24
25

Concordance

< Dates >

06/28/2024 1335:9.
August 28th, 2024 1274:12.
JUNE 28, 2024 1:13.
\$1 1308:25.
\$1.7 1275:11, 1321:25.
\$15 1308:16, 1308:24.
\$2.79 1287:17.
\$264 1311:25, 1312:8, 1331:1.
\$30 1307:21.
\$32 1287:9, 1312:3.
\$583 1323:11, 1330:21.
\$8 1309:20.
\$8.4 1309:19.
\$847 1306:1.
\$850 1308:15, 1313:6.
'794 1249:22, 1249:23, 1250:5,
 1255:6, 1255:7, 1262:10,
 1269:21, 1274:12, 1274:13,
 1274:15, 1285:8, 1286:20,
 1287:7, 1287:8, 1287:10,
 1287:12, 1287:15, 1303:5,
 1311:18, 1311:22, 1323:12,
 1323:16, 1330:7, 1330:14,
 1330:25.
'974 1262:2.
 .
 .
< 1 > .
1 1230:1, 1235:16, 1236:5,
 1236:18, 1255:1, 1255:3,
 1255:6, 1255:8, 1256:3,
 1256:4, 1261:7, 1264:5,
 1265:8, 1269:12, 1269:17,
 1269:25, 1330:3, 1330:14.
10 1231:16, 1271:6.
100 1:44, 2:35, 1328:4, 1332:2,
 1333:15.
10166-0193 2:21.
102 1227:10.
11 1231:20, 1271:10.
12 1231:24, 1238:5, 1271:13.
1200 2:4.
13 1232:3, 1271:17.
14 1232:7, 1271:21, 1305:7.
15 1232:11, 1234:2, 1234:4,
 1271:22, 1274:23, 1274:24,
 1283:22, 1304:25, 1306:25,
 1315:17, 1320:21.
1507 2:13.

16 1232:15, 1315:9.
17 1232:19, 1232:23, 1233:6.
18 1233:9, 1309:1, 1314:2.
1801 2:4.
19 1233:14, 1255:1, 1255:4,
 1256:3, 1256:5, 1269:12,
 1269:13, 1269:17.
1972 1311:11.
 .
 .
< 2 > .
2 1:5, 1230:5, 1235:20, 1236:8,
 1236:20, 1255:7, 1261:9,
 1264:6, 1265:16, 1270:3,
 1282:3, 1294:22, 1298:6,
 1330:8, 1330:14.
20 1233:18, 1234:1, 1306:25,
 1309:15, 1309:19, 1312:12,
 1315:9.
200 2:20.
200-meter 1322:14.
2000 1291:16.
2001 2:29, 1275:4, 1283:8,
 1284:6, 1291:16, 1301:15,
 1315:19.
2009 1307:11.
2016 1269:21, 1274:13,
 1307:11.
2019 1269:22, 1274:9, 1310:19,
 1310:22.
2021 1274:14, 1274:15.
2024 1274:11, 1310:20,
 1310:22.
21 1233:22, 1234:1, 1238:5.
212 2:22.
214 2:31.
22 1234:10.
22-CV-394-JRG 1:5.
23 1234:14, 1238:6.
23rd 1274:14, 1274:15.
24 1234:19.
25 1234:24, 1235:4, 1307:21,
 1312:24.
26 1235:5, 1235:6, 1235:9.
28 1255:2, 1256:6, 1269:10,
 1269:14, 1330:13.
28th 1274:11.
29 1255:2, 1255:4, 1256:6,
 1269:10, 1269:14, 1330:13.
2:10 1334:12.

2G 1311:4, 1311:5.
 .
 .
< 3 > .
3 1230:9, 1235:25, 1261:10,
 1264:8, 1265:18, 1270:7.
30 1290:6, 1312:25.
303 2:6.
32 1285:2, 1285:3, 1310:3,
 1311:9, 1321:24, 1322:9.
351-2338 2:22.
37 1288:3.
3A 1237:2, 1330:16.
3B 1237:6, 1330:22.
3G 1311:4, 1311:6.
 .
 .
< 4 > .
4 1230:14, 1236:4, 1261:11,
 1264:9, 1265:20, 1270:11,
 1328:25, 1330:2.
40 1238:4, 1312:25, 1332:5,
 1332:12.
44 1227:10.
48 1227:11.
48TH 2:20.
4G 1311:4, 1311:6.
 .
 .
< 5 > .
5 1:18, 1230:19, 1236:8,
 1236:23, 1255:7, 1261:12,
 1265:21, 1270:15, 1330:8,
 1330:14.
50 1305:7, 1312:25.
50(a) 1228:10.
500 1322:17.
592-3100 2:6.
5G 1250:2, 1284:23, 1288:24,
 1308:2, 1310:24, 1311:2,
 1311:6, 1319:2, 1319:3,
 1319:4, 1323:7.
 .
 .
< 6 > .
6 1230:24, 1237:1, 1265:22,
 1270:18.
 .
 .
< 7 > .

Concordance

7 1231:4, 1237:6, 1265:23,
1270:23.
7,230,931 1249:19.
75,000 1284:23.
75201-2980 2:30.
75604 2:14.
75670 1:45, 2:36.
757-6400 2:15.
.
.
< 8 > .
8 1227:10, 1231:8, 1237:10,
1265:24, 1270:25, 1331:2.
80202 2:5.
8:00 1:14.
.
.
< 9 > .
9 1231:12, 1271:3.
9,426,794 1249:22.
900 2:29.
903 1:46, 2:15, 2:37.
923-8546 1:46, 2:37.
94 1311:23.
95 1311:23, 1311:24, 1311:25,
1323:15.
953-6500 2:31.
98 1308:1, 1308:5.
99 1227:10, 1308:1, 1308:6.
[sic] 1248:1, 1262:2, 1274:15.

DATE

1335:10.

.
.

< A > .

A.M. 1:14.

abiding 1248:19, 1248:25.

ability 1245:5, 1332:23.

able 1240:19, 1272:4, 1287:9,
1288:12, 1289:11, 1295:5,
1295:20, 1301:3, 1320:20.

ABOVE-ENTITLED 1335:3.

absence 1265:18.

absolute 1248:21.

academic 1261:17.

accept 1246:1, 1246:2, 1246:4,
1252:2, 1272:14.

acceptable 1272:5, 1272:21.

accepted 1327:23, 1331:19,

1333:18.

accepts 1331:13, 1334:9.

accorded 1259:21.

account 1228:17, 1272:17,
1273:22.

acres 1312:24, 1312:25.

across 1318:23.

acted 1259:24, 1267:23.

acting 1243:6, 1272:15.

action 1246:19, 1249:15.

actively 1227:24, 1261:8.

activities 1274:5.

actual 1268:9, 1268:12, 1293:16,
1296:11, 1322:11.

Actually 1252:19, 1263:3,
1273:2, 1278:14, 1282:2,
1286:9, 1286:10, 1292:11,
1292:12, 1294:16, 1296:21,
1298:18, 1299:18, 1300:22,
1301:24, 1303:7, 1305:7,
1306:6, 1309:16, 1309:21,
1312:13, 1312:14.

add 1297:19.

added 1263:17, 1269:9, 1271:20,
1293:14, 1294:7, 1298:19,
1299:14, 1299:17, 1301:7,
1303:10, 1304:4, 1333:2.

adding 1277:17, 1317:12.

addition 1247:18, 1309:8,
1312:16.

Additional 1254:18, 1255:20,
1258:3, 1258:7, 1259:15,
1262:17, 1267:9, 1277:22,
1278:4, 1305:3, 1310:12.

address 1298:3, 1298:5,
1300:23, 1327:19.

addressed 1243:11.

adds 1255:19, 1277:24, 1278:1.

adequate 1250:20, 1262:20,
1264:3, 1267:5, 1267:8.

adjust 1314:6.

admission 1281:3.

admissions 1276:22.

admit 1319:14, 1321:20,
1322:10, 1322:15.

admitted 1242:4, 1243:9,
1296:6, 1297:7, 1297:8,
1304:9, 1319:1, 1326:13.

admitting 1308:20.

advance 1244:19.

advanced 1313:3.

advantages 1271:3.

advertising 1268:22.

advise 1241:18, 1326:14,
1326:24.

advocates 1243:7.

afternoon 1334:2.

afterthought 1303:6.

ago 1292:22, 1294:12, 1302:15.

agree 1269:20, 1286:17,
1318:21.

agreed 1267:18, 1271:23,
1277:7, 1278:19, 1291:25,
1309:22.

agreement 1241:14, 1267:23,
1268:1, 1271:25, 1273:17,
1309:17, 1321:16.

agreements 1270:5, 1273:8,
1273:22, 1308:19.

agrees 1291:14, 1291:22,
1318:18.

ahead 1228:1.

aids 1246:14, 1268:7, 1327:6.

al 1:12.

align 1279:12.

aligned 1279:15.

allegations 1247:23.

alleged 1253:4, 1257:9, 1267:17,
1267:22, 1268:9, 1268:13,
1268:15, 1272:13, 1273:19.

allegedly 1269:2.

alleges 1295:12.

allow 1271:15.

allowing 1243:18.

almost 1291:3, 1303:6, 1323:13,
1323:17.

ALOHA 1311:12.

alone 1242:11, 1265:25, 1290:6,
1301:19, 1304:10, 1316:13,
1332:2.

already 1269:13, 1281:15,
1283:4, 1283:8, 1283:9.

alternative 1272:18, 1273:4.

alternatives 1272:20, 1272:22.

Although 1248:20, 1268:9.

amazing 1294:11.

amend 1312:16.

amended 1293:8, 1317:12.

amendment 1312:17.

amendments 1293:13, 1293:14,

Concordance

1294:1 .
amount 1242:8, 1242:23,
 1246:20, 1251:2, 1265:16,
 1266:13, 1266:21, 1267:1,
 1267:9, 1267:16, 1268:18,
 1271:22, 1272:1, 1272:4,
 1273:9, 1274:2, 1305:13,
 1305:17, 1311:16, 1323:11 .
amounts 1273:6 .
analogous 1271:16 .
analysis 1233:1, 1262:7,
 1280:22, 1307:24, 1316:21,
 1319:16, 1319:18 .
and/or 1262:7 .
ANDREA 2:16 .
Andrews 1279:5, 1279:24,
 1280:15, 1280:18, 1280:20,
 1280:23, 1290:1, 1291:25,
 1296:17, 1298:12, 1299:22,
 1309:16, 1316:12, 1316:24,
 1317:3, 1317:4, 1317:5,
 1317:16, 1319:13, 1320:6 .
Angelin 1328:25 .
annotated 1282:3 .
announce 1329:20 .
announced 1329:23 .
Answer 1227:23, 1241:20,
 1241:22, 1243:14, 1243:16,
 1243:17, 1299:19, 1325:10,
 1325:12, 1327:21, 1330:6,
 1330:7, 1330:12, 1330:14,
 1330:15, 1330:21, 1331:1 .
answers 1241:23, 1244:18,
 1312:7, 1323:23, 1326:23,
 1327:1 .
antenna 1276:16, 1280:11,
 1281:6, 1282:20 .
antennas 1277:4, 1277:10,
 1278:11, 1280:1, 1280:6,
 1280:12, 1281:8, 1282:13,
 1282:17, 1282:21, 1319:21 .
anticipated 1268:10 .
anybody 1301:23, 1331:24,
 1331:25, 1332:1 .
apiece 1309:6 .
apparatus 1258:23, 1259:2 .
apparently 1321:12 .
applicant 1263:2 .
application 1249:7, 1252:20,
 1264:1, 1264:16, 1293:22,

1299:14, 1299:18, 1300:20 .
applications 1316:2, 1318:12 .
applied 1249:6, 1280:18,
 1280:22, 1293:5 .
apply 1240:15, 1246:23,
 1251:22, 1252:5, 1252:9,
 1260:10, 1312:10 .
apportioned 1269:6 .
apportionment 1269:4 .
appreciate 1304:22, 1323:21 .
approach 1229:3, 1229:13,
 1235:15, 1305:25, 1306:1,
 1306:6, 1306:7, 1332:7 .
appropriate 1228:19, 1287:3 .
April 1274:9 .
architecture 1279:12, 1279:17,
 1318:23, 1319:5, 1321:2 .
area 1282:8, 1332:4 .
areas 1318:10 .
argument 1238:20, 1274:19,
 1275:1, 1287:23, 1314:2 .
arguments 1238:16, 1238:18,
 1239:13, 1239:17, 1241:7,
 1241:8, 1274:17, 1298:24,
 1324:12 .
arise 1244:1 .
around 1261:22, 1291:16 .
arrive 1227:20 .
art 1252:11, 1252:14, 1252:16,
 1252:17, 1253:3, 1259:9,
 1260:17, 1260:21, 1260:22,
 1260:25, 1261:1, 1261:2,
 1261:14, 1262:3, 1262:10,
 1263:22, 1264:9, 1265:21,
 1265:22, 1265:23, 1266:5,
 1281:20, 1300:25 .
aspect 1294:23, 1294:25,
 1295:2, 1300:11 .
assembled 1239:9 .
asserted 1249:25, 1250:5,
 1250:13, 1250:16, 1250:19,
 1250:25, 1256:4, 1256:5,
 1256:11, 1256:19, 1257:6,
 1257:17, 1258:11, 1259:19,
 1262:19, 1264:20, 1266:13,
 1269:10, 1274:3, 1276:4,
 1330:5, 1330:10 .
assertion 1256:21 .
asserts 1257:5 .
assess 1289:11, 1290:13,

1290:24 .
assessed 1253:25, 1257:17 .
assessing 1268:7 .
assets 1315:7 .
assist 1241:10 .
associates 1315:4 .
assume 1267:24, 1310:2,
 1321:18, 1321:19 .
attention 1240:21, 1240:23,
 1287:21, 1288:18, 1304:21,
 1323:20 .
attorney 1243:19 .
attorneys 1241:8, 1241:9,
 1243:6, 1244:22, 1315:24,
 1316:14, 1327:20 .
attributable 1259:1, 1268:19,
 1268:25 .
attributed 1243:4 .
August 1274:10 .
authored 1260:21 .
available 1246:17, 1269:19,
 1325:25 .
AVE. 2:20 .
AVENUE 2:29 .
avoid 1277:16 .
await 1324:2, 1328:9 .
awaiting 1328:19 .
award 1266:14, 1266:23, 1267:5,
 1267:7, 1268:18, 1269:5,
 1269:13, 1273:10, 1274:4 .
awarded 1251:3, 1268:14 .
aware 1280:24 .
away 1227:22, 1290:19,
 1304:19 .
awful 1304:22 .
 .
 .
< B > .
Bachelor 1261:15, 1261:20,
 1262:4, 1262:10 .
back 1282:20, 1283:8, 1284:6,
 1286:1, 1286:4, 1286:22,
 1286:25, 1291:16, 1292:10,
 1309:3, 1309:10, 1324:5,
 1324:8, 1324:15, 1324:19,
 1327:19, 1328:17, 1333:21 .
BAKER 2:28 .
bankrupt 1314:24 .
Barnett 1240:9, 1324:22 .
BARTLIT 2:3 .

Concordance

base 1245:13, 1250:1, 1277:5,
1277:9, 1278:12, 1279:1,
1279:25, 1282:7, 1282:10,
1282:12, 1282:15, 1282:16,
1284:23, 1284:24, 1285:5,
1285:14, 1310:4, 1320:25,
1322:12, 1322:14 .

based 1244:14, 1256:22,
1259:21, 1266:2, 1268:12,
1268:19, 1269:6, 1269:15,
1310:8, 1310:13, 1311:8,
1321:17, 1322:13, 1325:10 .

basis 1229:11, 1236:16, 1254:1,
1257:18, 1260:5, 1264:11 .

bathroom 1324:14 .

BBU 1277:8 .

beam 1276:9, 1276:12, 1276:14,
1276:15, 1276:19, 1276:23,
1278:8, 1278:22, 1279:14,
1279:15, 1279:18, 1279:20,
1279:25, 1280:2, 1281:4,
1281:5, 1282:22, 1294:8,
1294:9, 1295:3, 1295:12,
1295:15, 1296:13, 1299:23,
1317:24, 1318:2, 1318:15,
1319:24 .

beamform 1278:11, 1278:13,
1278:23, 1283:14, 1283:15 .

beams 1278:17, 1284:4,
1301:14 .

bear 1321:20 .

bears 1262:22 .

became 1293:15 .

BECK 2:3 .

bedrock 1275:7 .

before--a 1275:5 .

began 1244:22, 1267:19, 1268:6,
1269:20, 1271:24, 1274:3,
1288:14 .

begin 1229:5, 1229:17, 1229:25,
1230:1, 1238:16, 1275:18,
1325:2 .

beginning 1235:15, 1249:11,
1251:24, 1254:12, 1284:3,
1330:2, 1331:17 .

begun 1274:9, 1274:13 .

behalf 1238:3 .

believability 1242:12 .

believable 1305:23 .

believe 1229:8, 1232:25,

1236:14, 1242:10, 1242:11,
1242:24, 1243:8, 1245:21,
1289:24, 1305:15, 1312:19,
1312:20, 1318:6, 1321:4,
1328:14, 1333:24 .

believed 1257:14, 1267:25,
1315:10 .

believes 1228:19 .

bench 1243:24, 1332:4 .

benefits 1271:8 .

best 1245:4, 1289:8, 1289:9 .

bet 1315:4, 1319:25 .

better 1285:2, 1311:18 .

Beyond 1249:5, 1249:7,
1277:17 .

bias 1242:16, 1325:3 .

big 1294:13, 1295:24, 1296:3,
1305:19, 1311:12, 1316:22,
1318:25, 1322:2 .

BILL 2:13 .

billion 1275:11, 1291:3,
1321:25 .

billions 1315:18, 1322:25 .

BIN 2:26 .

bit 1288:15, 1322:5 .

blame 1320:2 .

blanks 1241:16 .

block 1276:22 .

bombarded 1288:19 .

book 1317:5 .

bottom 1232:23, 1277:9, 1296:2,
1304:15, 1311:17 .

BOTTS 2:28 .

bought 1315:7 .

bouncing 1284:4 .

bound 1331:21 .

boundaries 1253:12, 1316:11 .

bounds 1265:15 .

breadth 1251:13, 1265:24 .

break 1299:4, 1324:14 .

BRIAN 2:24 .

Brief 1238:12 .

briefly 1275:19, 1303:5 .

bright 1232:25 .

bring 1238:14, 1240:3, 1240:8,
1318:9, 1324:14, 1324:22,
1327:17, 1329:4, 1329:10,
1329:19 .

bringing 1325:21, 1325:25 .

broadband 1318:10 .

broadcast 1276:8, 1276:12,
1276:14, 1276:15, 1276:18,
1276:23, 1278:3, 1279:14,
1279:18, 1279:25, 1281:4,
1282:10, 1282:22, 1294:8,
1294:9, 1295:3, 1295:12,
1295:15, 1296:13, 1299:23,
1317:24, 1318:2, 1318:15,
1319:23 .

broadcasts 1279:24, 1282:15 .

broader 1253:23 .

broke 1312:14, 1312:18 .

broker 1307:20, 1308:9,
1308:24 .

brokerage 1308:19 .

brokers 1307:18, 1307:25,
1321:15 .

brought 1239:18, 1247:24,
1314:10, 1316:17, 1321:9,
1326:3, 1327:19 .

Brunson 1306:3 .

buffer 1323:1 .

build 1315:17, 1320:10, 1320:11,
1320:15, 1320:20, 1320:23 .

building 1284:1, 1285:4, 1285:5,
1332:14, 1334:5 .

buildings 1284:4 .

built 1284:16, 1320:11,
1320:21 .

bunch 1332:16 .

burden 1246:20, 1246:21,
1247:3, 1247:5, 1248:15,
1249:5, 1249:6, 1249:8,
1249:9, 1250:11, 1250:22,
1262:22, 1266:21, 1272:20,
1275:21, 1281:22, 1295:7,
1298:17 .

burdens 1246:23, 1249:3 .

Business 1247:12, 1247:13,
1247:14, 1269:8, 1270:17,
1271:14, 1271:19, 1272:1,
1272:15, 1293:7, 1303:11,
1322:23 .

businesses 1271:15 .

busting 1315:13 .

buy 1310:3 .

.

.

< C > .

cabinet 1277:9 .

Concordance

calculate 1267:11, 1306:5,
 1306:12.
calculation 1310:8, 1310:13,
 1310:15, 1311:8.
calculations 1310:12.
call 1245:24, 1246:6, 1303:16,
 1328:17, 1333:12, 1333:13.
called 1242:3, 1244:8, 1246:13,
 1247:2, 1254:3, 1260:17,
 1260:22, 1269:4, 1272:19,
 1277:19, 1295:14, 1306:6,
 1309:14.
calling 1243:24.
camera 1306:3.
capable 1259:3, 1259:4.
Capacity 1310:1, 1310:9,
 1310:13, 1310:17, 1310:18,
 1310:22, 1310:25, 1311:3,
 1311:6, 1322:21, 1322:24,
 1322:25.
capital 1315:16, 1320:23.
car 1306:10.
cards 1321:21.
care 1288:18, 1304:21.
carefully 1325:6, 1329:22.
carries 1296:23.
cars 1283:14.
carton 1279:8.
cartoon 1295:10, 1295:18,
 1297:13.
cases 1290:6, 1325:18.
cash 1330:17, 1330:22.
CAUSE 1:5.
cell 1279:13, 1282:8, 1285:14,
 1285:19, 1328:15, 1333:6.
Cellco 1:11, 1247:11.
cellular 1290:2, 1320:15.
century 1311:13.
certain 1244:11, 1244:16,
 1246:5, 1249:17, 1250:1,
 1250:6, 1251:25.
certainly 1305:17.
certainty 1248:21, 1267:3.
CERTIFY 1335:1, 1335:4.
cetera 1264:1.
chain 1244:9.
chairing 1318:7.
chairs 1324:7, 1333:20.
challenging 1275:8.
chambers 1228:11.

changed 1263:16.
changes 1294:2.
character 1271:6.
charge 1227:3, 1228:2, 1228:11,
 1228:14, 1228:23, 1237:16,
 1287:9, 1287:10, 1287:15,
 1288:23, 1312:3.
charging 1234:4.
chart 1310:25, 1314:6.
CHIEF 1:25.
choice 1328:3.
choose 1273:21, 1332:25.
choosing 1328:3, 1331:24.
circumstances 1242:19,
 1244:10, 1273:25.
circumstantial 1244:9, 1244:13,
 1244:15.
civil 1249:7.
claim-by-claim 1253:25,
 1257:18, 1260:5, 1264:11.
claimed 1258:25, 1260:16,
 1260:20, 1261:2, 1262:21,
 1263:1, 1263:3, 1263:12,
 1263:15, 1264:17, 1265:7,
 1266:8, 1267:16, 1268:25,
 1270:6, 1276:23, 1279:25,
 1281:25.
claiming 1292:21.
clean 1237:18, 1320:6, 1328:6.
clear 1240:16, 1246:25, 1247:25,
 1248:16, 1248:18, 1248:22,
 1249:1, 1249:8, 1250:22,
 1260:3, 1262:22, 1263:6,
 1281:4, 1281:22, 1282:25,
 1284:9, 1289:1, 1293:4,
 1300:4, 1300:5, 1300:12,
 1301:2, 1304:10, 1330:9.
clearer 1239:24, 1297:1.
clearly 1281:25, 1291:8,
 1299:19, 1304:2.
client 1229:11.
clients 1243:7.
close 1228:7, 1240:21, 1298:17,
 1301:17.
closely 1309:15, 1309:18.
closing 1238:16, 1238:17,
 1238:20, 1239:13, 1239:17,
 1241:7, 1274:17, 1274:19,
 1275:1, 1287:23, 1314:2,
 1324:12.

colleague 1304:16, 1304:20.
colleagues 1294:13.
collection 1297:3.
collectively 1247:17, 1248:4.
COLORADO 2:5.
combination 1263:25.
commercial 1270:15, 1271:1,
 1271:7, 1284:1, 1284:2,
 1320:21.
commercialize 1284:7,
 1320:16.
commercially 1232:24, 1266:10,
 1272:21, 1284:12.
commercially-viable 1320:18.
committed 1274:7.
committee 1318:8.
common 1245:9, 1245:10.
commonly 1265:9, 1265:14.
communicate 1286:5, 1327:14,
 1332:1.
communicates 1285:15,
 1285:22.
communication 1262:8,
 1262:13, 1262:14, 1318:23.
communications 1261:23,
 1261:24, 1275:7, 1287:4,
 1290:2, 1319:7.
community 1325:16.
companies 1292:3, 1302:20,
 1302:23, 1307:20.
company 1309:14, 1314:24,
 1315:10, 1318:9, 1318:11.
comparable 1270:4, 1271:15,
 1273:8, 1273:12, 1273:17.
Comparables 1270:4.
compare 1256:11, 1256:15,
 1258:18, 1290:7, 1290:13.
compared 1311:11.
comparing 1280:17.
comparison 1256:14, 1256:18.
compelled 1240:22, 1333:13.
compensate 1251:4, 1262:17,
 1267:6, 1267:8, 1285:4,
 1330:18, 1330:24.
compensating 1268:24.
competing 1243:7, 1274:17.
competitors 1270:16.
complete 1228:4, 1235:13,
 1253:8.
completely 1328:2, 1332:22.

Concordance

completes 1237:16, 1331:16, 1334:8.
complex 1292:2, 1302:20.
complexity 1264:6.
complicated 1292:1, 1302:19, 1306:7.
complies 1264:23.
COMPLY 1335:5.
comprising 1254:13, 1254:15, 1254:19, 1259:13, 1277:18, 1277:19, 1277:21, 1297:15.
comps 1306:10.
computer 1261:15, 1261:21, 1262:1, 1262:4, 1262:11, 1262:16, 1277:8.
conceded 1303:20.
concerning 1246:16, 1273:6.
concise 1263:6, 1300:4, 1300:5, 1301:3, 1304:11.
concluded 1334:12.
conclusions 1245:10.
conditions 1270:14.
conduct 1228:23, 1326:19, 1326:21, 1331:18.
conducted 1228:11.
conducting 1306:16, 1307:12.
CONFERENCE 1227:3, 1228:2, 1228:11, 1228:23, 1237:16, 1335:6.
confident 1289:4, 1294:18, 1294:20.
confirm 1329:24.
confirmed 1277:2.
confirms 1278:17.
confused 1249:4, 1319:17.
connection 1285:25, 1287:2.
consequences 1325:9.
Consequently 1239:15, 1332:12.
consider 1228:22, 1239:23, 1241:3, 1242:1, 1242:3, 1242:14, 1243:2, 1244:6, 1245:6, 1260:14, 1261:5, 1264:3, 1265:4, 1266:13, 1269:19, 1269:23, 1272:9, 1272:11, 1273:5, 1273:20, 1325:7, 1325:15, 1328:9, 1334:6.
consideration 1245:1.
considered 1228:17, 1242:18,

1253:15, 1268:6.
considering 1245:20, 1264:22, 1267:20.
considers 1239:12.
consistency 1242:17.
consistent 1236:17.
consistently 1260:11.
consists 1279:10.
constitutional 1313:14.
constrained 1322:22.
constraint 1310:25, 1311:3, 1311:6.
construction 1280:8, 1280:9, 1280:22, 1281:4, 1319:14.
constructions 1252:22, 1280:16, 1280:19.
construed 1252:8, 1256:11, 1256:20, 1259:7, 1260:9.
construed--that 1252:25.
contact 1328:15.
contain 1234:2, 1262:25.
contained 1264:1.
container 1279:7.
containing 1254:14.
contains 1254:18, 1254:21, 1258:5, 1258:20, 1259:15, 1277:22.
contends 1249:16, 1249:24, 1250:4, 1250:9, 1250:19, 1261:13, 1261:19, 1262:2, 1262:9, 1262:19, 1264:20.
content 1264:9, 1276:25.
contentions 1241:11, 1248:20, 1249:12, 1249:14.
contents 1276:13.
context 1251:12, 1266:4.
continued 1315:21.
contracting 1273:25.
contradicted 1242:20.
contradicts 1252:22.
contrary 1242:22, 1245:20.
contributed 1269:15.
controlled 1325:5.
controls 1277:9.
conversation 1332:7.
conviction 1248:19, 1248:25.
convince 1263:22, 1296:8, 1315:14.
convincing 1246:25, 1248:16, 1248:18, 1248:22, 1249:1,

1249:9, 1250:22, 1260:3, 1262:23, 1281:22, 1330:9.
convoyed 1270:22.
cooperatively 1247:23.
copied 1257:16.
copies 1237:18, 1253:8, 1328:5.
copy 1228:21, 1237:18, 1240:17, 1326:10, 1328:6.
Corp 1247:13.
Corporate 1247:15, 1277:7, 1289:16.
corporations 1325:18, 1326:5.
CORRECT 1234:5, 1234:6, 1234:7, 1252:3, 1256:13, 1256:18, 1329:14, 1335:2.
correction 1248:11.
correctly 1259:24.
correspond 1268:15.
cost-saving 1305:25.
cost-savings 1309:24.
costs 1275:12, 1322:1.
Counsel 1227:2, 1228:12, 1228:16, 1229:18, 1229:24, 1230:15, 1231:21, 1232:12, 1234:1, 1235:4, 1237:7, 1237:15, 1238:10, 1238:14, 1239:13, 1283:22, 1321:10, 1324:12, 1328:12, 1328:23, 1334:10.
counsels 1239:17.
couple 1291:16, 1310:7, 1317:8, 1324:4.
course 1241:4, 1244:17, 1246:6, 1256:25, 1288:20, 1292:6, 1297:18, 1299:8, 1304:12, 1310:16, 1315:19, 1318:14, 1319:22, 1323:1, 1326:14, 1327:5.
courthouse 1332:6.
Courtroom 1243:25, 1275:8, 1313:16, 1323:5, 1323:6, 1324:8, 1327:19, 1328:13, 1328:14, 1329:2, 1331:15.
courtroom. 1240:10, 1324:10, 1324:24, 1328:11, 1329:11.
cover 1230:1, 1235:15, 1251:15, 1254:5.
coverage 1251:13, 1253:25.
covered 1253:22, 1254:10,

Concordance

1255:10, 1256:1.
covering 1270:5.
covers 1251:10, 1251:16,
 1251:17, 1251:18, 1253:18,
 1254:7, 1255:12, 1255:21,
 1277:25, 1282:7.
crack 1301:25, 1302:3,
 1320:14.
created 1260:21, 1295:10.
creates 1285:19.
credibility 1242:6, 1242:12,
 1242:24, 1245:3, 1289:11,
 1290:13, 1290:24, 1308:13,
 1314:16.
credibility--judging 1305:23.
credibility--with 1315:22.
credible 1247:10, 1314:19,
 1317:20.
credit 1291:3, 1313:5.
credited 1271:18.
criminal 1249:6.
critical 1319:19.
cross 1296:1, 1316:17, 1320:5.
cross-examined 1296:6.
cross-examining 1280:15.
CRR 1:43, 2:34, 1335:11.
CRUTCHER 2:18.
current 1228:13, 1271:1.
currently 1275:15.
custom 1333:2.
customary 1271:14.
customers 1287:11, 1287:15.
 .
 .
< D > .
d/b/a 1:11.
DACUS 1227:14, 1227:17,
 1227:23, 1228:3, 1228:6,
 1237:25, 1238:24, 1239:3,
 1239:5, 1239:6, 1239:8,
 1288:15, 1304:24, 1305:1,
 1305:4, 1305:6, 1305:9,
 1312:5.
DALLAS 2:28, 2:30.
Data 1247:15, 1278:23, 1280:3,
 1281:5.
date 1241:17, 1263:15, 1266:6,
 1269:20, 1326:24, 1329:1,
 1331:3.
dated 1326:15, 1327:16, 1329:1,

1331:3.
David 1289:17, 1310:17.
Day 1300:12, 1315:6, 1315:9,
 1316:6, 1334:3.
days 1294:12, 1319:25,
 1323:19.
deal 1292:11, 1294:13, 1295:24,
 1296:3, 1316:22, 1318:25.
dealing 1294:4.
decade 1313:5.
decades 1292:3, 1292:22,
 1302:24, 1313:2.
decide 1233:2, 1241:21,
 1242:10, 1246:3, 1250:24,
 1251:1, 1251:2, 1251:5,
 1251:19, 1251:20, 1251:23,
 1254:16, 1258:2, 1268:18,
 1275:18, 1284:19, 1301:16,
 1314:16, 1325:11, 1325:15.
decided 1264:10.
deciding 1242:9, 1252:5,
 1253:6, 1256:17, 1259:18,
 1261:4, 1322:24.
decision 1256:9, 1256:17,
 1256:21, 1266:1, 1331:25,
 1333:15.
decisions 1241:17, 1245:13,
 1328:10.
decisively 1276:2.
decline 1323:8.
decreased 1272:12.
dedicated 1250:7.
deductions 1245:10.
deed 1312:23.
defeat 1298:10, 1318:20.
defend 1247:23, 1325:23.
Defendant 1250:4, 1261:19,
 1272:17, 1273:1, 1287:22,
 1325:23.
defenses 1325:25.
defer 1327:6.
define 1251:9, 1251:13, 1251:21,
 1253:11, 1297:1, 1297:16,
 1316:10.
defined 1252:8.
defined--you 1253:1.
defines 1253:17.
definitions 1235:21, 1251:22,
 1252:1, 1252:2, 1252:4,
 1252:23, 1280:18.

degree 1247:10, 1248:23,
 1261:20, 1261:25, 1262:4,
 1262:11, 1262:15, 1265:11,
 1266:2.
delayed 1323:7.
deliberate 1299:3, 1326:9.
deliberates. 1328:21.
deliberations 1237:20, 1240:19,
 1246:18, 1253:10, 1275:18,
 1325:2, 1326:12, 1326:19,
 1326:20, 1327:15.
deliver 1328:7.
delivered 1237:19, 1326:15.
demand 1323:8.
demeanor 1242:14.
Demonstrative 1246:7, 1246:8,
 1246:13, 1246:14, 1246:16,
 1246:17.
demonstratives 1246:8,
 1246:12, 1246:16.
denies 1250:13, 1250:14,
 1250:17.
DENVER 2:3, 2:5.
depend 1255:8, 1257:23,
 1258:4, 1269:11.
dependent 1254:25, 1255:2,
 1255:7, 1255:13, 1255:17,
 1255:19, 1255:20, 1255:21,
 1255:25, 1256:2, 1256:5,
 1257:24, 1258:3, 1258:5,
 1258:8, 1269:11.
depends 1251:17, 1255:3,
 1255:4, 1255:16, 1255:19,
 1255:23, 1256:1, 1258:7.
depiction 1246:9.
deployment 1323:7.
deployments 1322:12.
deposed 1298:7.
Deposition 1244:17, 1244:21,
 1244:23, 1244:25, 1245:4,
 1295:19, 1315:25, 1322:16.
depositions 1244:17.
Deputy 1329:2, 1331:15.
derivative 1270:22.
describe 1246:9, 1263:5,
 1283:3.
described 1259:6, 1282:22,
 1284:7, 1286:19, 1300:14,
 1304:10.
describes 1281:25.

Concordance

description 1236:12, 1250:21,
1251:11, 1253:14, 1262:21,
1262:24, 1262:25, 1263:2,
1263:4, 1263:9, 1263:13,
1263:24, 1264:3, 1264:10,
1281:14, 1281:16, 1281:24,
1284:19, 1298:25, 1299:6,
1299:11, 1300:6, 1301:6,
1301:7, 1301:8, 1303:4,
1304:3, 1312:19, 1330:11 .

deserves 1242:24 .

design 1262:7, 1262:8 .

designed 1270:14, 1278:25 .

desire 1305:12, 1326:12 .

desired 1272:1 .

desperately 1324:13 .

Despite 1292:14, 1292:16 .

detail 1263:19, 1294:23 .

detailed 1249:13 .

determination 1260:13,
1269:24, 1274:1, 1281:18,
1317:22 .

determine 1227:24, 1242:11,
1245:18, 1255:12, 1255:20,
1256:12, 1257:2, 1258:10,
1258:19, 1260:5, 1266:4,
1268:2, 1268:10, 1274:2 .

determined 1251:24, 1260:4,
1273:11, 1281:15, 1283:11 .

determining 1241:25, 1258:16,
1260:9, 1260:10, 1263:7,
1265:4, 1267:24, 1269:18,
1272:16, 1273:5, 1274:2 .

develop 1315:10, 1319:3 .

developed 1232:24, 1266:11,
1272:25, 1284:13, 1320:18 .

developing 1292:8, 1315:18 .

device 1239:21, 1260:15,
1262:8, 1287:9, 1287:17 .

devices 1250:7, 1271:4,
1285:20, 1287:11, 1287:13,
1323:13 .

diagrams 1263:25 .

dictate 1309:19 .

differ 1327:7 .

differences 1273:22 .

Different 1249:5, 1277:13,
1277:15, 1277:16, 1279:6,
1279:13, 1280:1, 1280:3,
1280:5, 1292:1, 1297:3,

1297:8, 1297:9, 1297:10,
1302:23, 1310:15, 1318:4,
1318:17, 1318:21 .

differs 1246:11 .

difficult 1292:2, 1292:18 .

digital 1261:23, 1262:13 .

Direct 1240:21, 1244:7, 1244:13,
1244:15, 1257:10, 1257:11,
1257:14, 1258:13, 1258:24 .

directed 1278:8, 1278:22,
1279:14, 1327:2 .

directing 1286:12 .

direction 1265:16 .

directly 1257:5, 1257:9,
1257:13, 1257:24, 1258:17 .

disagreed 1279:23, 1291:6 .

discharged 1327:2, 1327:24,
1333:19, 1334:10 .

discharging 1331:20 .

disclose 1260:20, 1264:14,
1327:3, 1327:20 .

disclosed 1265:16, 1300:11 .

discloses 1263:7 .

disclosure 1300:4, 1301:13,
1316:4 .

discounted 1308:1 .

discounting 1308:5 .

discuss 1275:20, 1328:2,
1331:23, 1331:24 .

discussion 1228:13, 1228:15,
1293:2 .

discussions 1244:3, 1313:8 .

dispositive 1265:25, 1272:9 .

dispute 1277:19, 1278:10,
1284:14, 1285:17, 1285:21,
1291:17, 1301:12, 1319:12,
1325:15 .

disputes 1318:17, 1319:7 .

disregard 1243:11, 1252:21 .

disruptions 1239:15 .

distance 1322:14 .

distinct 1236:13, 1250:23,
1268:16, 1268:20 .

distinction 1244:13 .

distinctions 1326:4 .

distinguished 1269:7, 1271:18 .

distractions 1239:16 .

distracts 1239:22 .

District 1:1, 1:2, 1:25, 1325:22,
1326:1, 1333:2 .

divided 1282:8 .

DIVISION 1:3, 1319:6, 1327:4,
1333:2 .

document 1229:6, 1241:17,
1294:15, 1294:21, 1295:11,
1295:23, 1295:25, 1296:3,
1296:11, 1306:3, 1319:8,
1319:9 .

documented 1294:24 .

documents 1291:18, 1294:22,
1295:1, 1295:23, 1295:25,
1296:4, 1296:7, 1298:7,
1303:25 .

doing 1229:11, 1243:20,
1247:12, 1291:16, 1292:14,
1292:17, 1292:18, 1293:1,
1302:7, 1306:18, 1307:7,
1316:2 .

dollars 1291:3, 1309:6, 1309:21,
1317:10 .

domain 1269:13 .

Dominguez 2:23, 1299:21 .

done 1227:6, 1275:5, 1284:6,
1288:22, 1291:4, 1294:18,
1310:8, 1310:10, 1310:11,
1322:11, 1322:16 .

doubt 1249:5, 1249:8, 1296:18 .

DOUG 2:32 .

down 1290:6, 1292:4, 1292:15,
1294:24, 1295:1, 1308:24,
1332:15 .

downlink 1279:11, 1279:13,
1279:20, 1280:2, 1280:3,
1281:5, 1303:15, 1303:23 .

downstream 1285:20 .

dozens 1322:23 .

draw 1243:12, 1245:7, 1245:11 .

drawings 1253:14 .

dreamed 1309:25 .

drive 1283:15 .

due 1330:10 .

DUNN 2:18 .

duplex 1319:6 .

duration 1270:23 .

during 1237:17, 1237:19,
1237:23, 1239:16, 1239:22,
1240:19, 1243:22, 1244:1,
1244:3, 1245:14, 1246:18,
1252:12, 1253:10, 1272:7,
1273:2, 1278:9, 1279:21,

Concordance

1293:15, 1324:12, 1326:12,
1326:19, 1326:21, 1327:14,
1331:18.
duty 1240:25, 1243:7, 1325:3.
.
.
< E > .
E. 1:44, 2:35.
Earlier 1228:21, 1258:23,
1260:25.
early 1269:22, 1315:16.
easier 1314:9, 1333:15.
EASTERN 1:2.
easy 1288:19, 1300:12,
1332:24.
Eaton 1292:15, 1294:6.
economic 1273:14, 1273:24.
education 1261:7, 1262:17.
effect 1242:8, 1243:21,
1270:18.
effective 1263:15, 1266:5.
effectively 1251:14.
effectuated 1287:4.
efforts--again 1315:21.
egg 1279:7.
eight 1237:18, 1328:5, 1329:25,
1331:7, 1331:10, 1331:13.
either 1228:9, 1228:24, 1229:4,
1230:2, 1230:10, 1230:20,
1231:13, 1234:10, 1235:10,
1235:17, 1235:22, 1237:3,
1243:24, 1250:14, 1259:6,
1259:23, 1262:10, 1268:4,
1288:23, 1289:5, 1299:9,
1304:16, 1308:2, 1327:18,
1328:19, 1329:3, 1332:4,
1333:16.
electrical 1261:16, 1261:21,
1261:25, 1262:5, 1262:11,
1262:15.
element 1254:9, 1258:16,
1259:10, 1300:14.
elements 1254:2, 1254:7,
1254:18, 1256:4, 1256:5,
1256:7, 1256:19, 1259:3,
1259:15, 1260:20, 1269:7,
1271:19, 1277:23, 1285:11,
1290:20, 1299:14, 1300:6,
1300:17, 1301:7, 1304:7.
email 1309:4.

Emails 1308:22, 1308:23.
embodiment 1271:7.
embodiments 1233:3.
enable 1264:15, 1283:2, 1283:7,
1283:25.
enabled 1233:4, 1264:22,
1266:10, 1283:21, 1284:5,
1284:10, 1284:12, 1303:2,
1304:12, 1330:12.
enabled--it 1304:13.
enablement 1233:1, 1233:2,
1236:12, 1250:21, 1264:19,
1264:21, 1264:23, 1266:9,
1281:14, 1281:16, 1282:24,
1283:7, 1284:9, 1284:18,
1299:1, 1299:7, 1301:10,
1302:5, 1303:4, 1312:14.
encountered 1261:9.
end 1251:8, 1274:12, 1288:14,
1312:10, 1313:18, 1317:7,
1323:24.
ended 1274:15.
ends 1254:23.
engineer 1296:16.
engineering 1261:15, 1261:16,
1261:21, 1261:25, 1262:1,
1262:4, 1262:5, 1262:12,
1262:15, 1262:16.
engineers 1291:24, 1292:3,
1313:4, 1322:23.
English 1300:12, 1300:13.
Enough 1263:21, 1290:11.
ensure 1263:2.
enter 1268:1.
entered 1240:10, 1267:22,
1324:24, 1329:11.
entire 1264:11, 1290:3, 1299:22,
1307:19, 1311:8, 1311:20.
entirely 1243:12.
entitled 1245:1, 1250:9,
1266:19, 1267:3, 1274:6,
1325:20, 1325:23, 1327:12.
equal 1325:16, 1326:5.
equally 1325:23.
equivalent 1261:16, 1261:25,
1262:5, 1262:15.
Ericsson 1247:19, 1247:21,
1247:22, 1248:4, 1248:9,
1248:10, 1248:12, 1277:1,
1278:16, 1284:2, 1284:14,

1289:18, 1316:25, 1321:11.
establish 1260:3, 1266:21,
1276:22.
established 1245:12, 1270:2,
1270:11, 1270:25.
establishes 1248:25, 1266:24.
establishing 1262:22.
et 1:12, 1264:1.
evading 1289:13.
evaluate 1287:19, 1316:18.
evaluating 1264:2, 1268:6.
evening 1228:17.
event 1239:23, 1328:15.
eventually 1293:15, 1302:25,
1308:24.
Everybody 1239:24, 1291:14,
1298:8, 1318:15, 1318:18.
everyone 1280:25, 1291:22,
1291:25, 1318:4, 1318:13.
everything 1289:1.
exact 1263:6, 1263:18, 1277:4,
1277:6, 1300:4, 1300:6,
1301:3, 1304:11, 1317:16.
exactly 1235:8, 1276:20,
1279:22, 1286:17, 1286:19,
1287:5, 1296:10, 1302:19,
1306:8, 1307:6.
exaggeration 1315:8.
examination 1296:1, 1316:17,
1320:5.
examiners 1283:11.
example 1254:19, 1267:10,
1277:1, 1285:22, 1312:24.
examples 1251:11, 1256:16,
1263:20, 1265:18, 1292:10.
excess 1323:3.
exchange 1267:15, 1286:1,
1303:13, 1303:19, 1317:5.
exchanges 1286:1.
excited 1320:13.
exclamation 1309:5.
exclusive 1270:7.
exclusivity 1270:12, 1270:14.
Excuse 1247:13, 1253:16,
1288:8, 1293:12.
excused 1334:10.
Exhibit 1228:5, 1238:4, 1238:5.
exhibits 1227:6, 1237:23,
1242:3, 1245:8, 1246:5,
1246:7, 1246:8, 1246:13,

Concordance

1246:14, 1246:17, 1326:13,
1326:16, 1326:17 .
exist 1296:9, 1297:5, 1297:11 .
existed 1272:22, 1283:9 .
existence 1244:10 .
existing 1228:25, 1264:8,
1270:20, 1272:23 .
exists 1259:5, 1294:21 .
expand 1254:22, 1312:24 .
expansive 1320:10 .
expect 1227:21, 1325:6, 1329:8,
1333:16 .
expectations 1267:21 .
expected 1288:20 .
expects 1320:19 .
experience 1245:9, 1245:24,
1261:7, 1261:17, 1261:23,
1262:6, 1262:13, 1262:18,
1305:17, 1323:8, 1328:1,
1328:2, 1331:23, 1332:1,
1332:10 .
experience--and 1308:4 .
experienced 1307:18, 1307:25 .
experiences 1245:15 .
experiment 1266:7 .
experimentation 1264:18,
1265:3, 1265:6, 1265:8,
1265:9, 1265:10, 1265:11,
1265:14, 1266:2, 1283:2 .
experiments 1265:12, 1265:13 .
expert 1245:24, 1246:2, 1281:7,
1290:8, 1290:9, 1302:10,
1308:8, 1308:20, 1316:16 .
experts 1271:21, 1290:2 .
expire 1274:10 .
expired 1274:14, 1310:21 .
explain 1253:16, 1253:17,
1282:7, 1284:20, 1308:14,
1319:20 .
explained 1251:24, 1276:4,
1289:20 .
explaining 1320:25 .
explains 1279:9, 1279:12,
1282:7, 1282:10, 1286:20 .
explicitly 1296:22 .
expressions 1329:8 .
expressly 1310:6 .
extends 1259:25 .
extensive 1265:11 .
extent 1268:7, 1270:21,

1271:10 .
extra 1323:10 .
eye 1289:21, 1333:23 .
eyes 1289:12 .
eyewitness 1244:8 .
.
.
< F > .
face 1308:18, 1308:20, 1308:22 .
fact 1241:25, 1245:19, 1284:16,
1291:24, 1292:18, 1296:19,
1297:6, 1302:18, 1308:15,
1308:18, 1310:9, 1320:3,
1326:2, 1329:25 .
factor 1273:9, 1309:11 .
Factors 1234:2, 1234:4, 1264:3,
1265:4, 1265:25, 1266:3,
1268:21, 1269:23, 1272:7,
1272:8, 1272:11 .
facts 1241:2, 1241:6, 1241:20,
1242:9, 1244:6, 1244:11,
1244:14, 1245:11, 1246:19,
1269:19, 1325:11 .
factual 1248:20 .
factual--raze 1293:5 .
factually 1289:22 .
fails 1262:23, 1264:14 .
failure 1262:20 .
FAIR 2:16, 1238:20, 1238:22,
1314:2, 1314:3, 1314:5,
1314:8, 1322:19 .
faith 1257:14 .
fall 1233:3, 1254:6 .
falsehood 1243:3 .
far 1301:22, 1328:17 .
fast 1290:11, 1305:9 .
favor 1276:1, 1276:2, 1333:18,
1334:7 .
Faxer 1277:2, 1278:19, 1289:17,
1292:6, 1296:17, 1298:12,
1322:7 .
features 1259:15, 1268:17,
1268:19, 1268:21, 1269:1,
1269:3, 1269:5, 1269:7,
1269:9, 1269:16, 1271:20,
1287:12 .
FEDERAL 1335:12 .
feel 1228:24, 1240:21, 1245:8,
1332:18, 1332:20, 1333:13 .
feelings 1242:15 .

feels 1229:12 .
FEES 1335:4 .
few 1227:21, 1276:7, 1293:19,
1294:12, 1302:8, 1314:18,
1325:1, 1333:20 .
fewer 1253:24 .
field 1252:15, 1252:19, 1253:3,
1260:24, 1261:4, 1261:8,
1261:9, 1261:16, 1261:18,
1261:22, 1262:1, 1262:5,
1262:6, 1262:12, 1262:16,
1263:10, 1264:8, 1264:16,
1264:25, 1265:5 .
field--we 1245:24 .
figure 1282:3, 1288:6, 1292:4,
1302:18, 1302:21, 1302:24 .
figured 1312:3 .
figures 1251:10, 1263:25,
1282:4, 1286:8 .
filed 1247:20, 1252:20, 1264:17,
1293:19, 1293:21, 1293:22,
1294:3, 1299:19, 1326:3 .
filing 1263:15, 1266:6, 1274:7 .
fill 1241:16, 1326:23 .
final 1228:18, 1228:25, 1229:5,
1229:25, 1231:4, 1231:12,
1232:19, 1235:14, 1237:10,
1237:18, 1238:15, 1239:12,
1239:16, 1240:3, 1240:17,
1240:23, 1314:1, 1324:6,
1324:15, 1325:2, 1326:10,
1328:5, 1331:2 .
finally 1263:12, 1288:9, 1297:12,
1303:20, 1317:13, 1320:6,
1322:15 .
find 1241:21, 1244:14, 1257:22,
1258:1, 1259:11, 1266:12,
1266:18, 1267:7, 1274:3,
1282:4, 1289:23, 1299:5,
1299:6, 1299:8, 1299:10,
1300:5, 1300:7, 1301:4,
1311:21, 1325:11, 1331:3,
1331:12, 1332:16 .
finding 1244:6 .
fine 1296:21 .
finish 1324:15 .
finished 1318:7 .
firm 1315:22, 1315:25 .
First 1229:18, 1236:12, 1238:21,
1239:4, 1246:24, 1249:11,

Concordance

1251:18, 1267:19, 1268:5,
1274:19, 1275:1, 1276:8,
1288:17, 1295:22, 1315:1,
1318:8, 1319:25, 1323:22,
1326:18, 1327:20 .
five 1227:22 .
Fixed 1250:7, 1291:17, 1291:19,
1293:1, 1301:12, 1301:14,
1301:23, 1302:2, 1319:25,
1320:1 .
flawed 1319:18 .
flew 1289:18 .
flip 1314:6 .
FLOOR 2:20 .
focus 1267:21, 1276:8, 1278:7,
1283:8, 1288:18, 1303:12 .
focused 1239:25, 1283:5 .
focuses 1282:1 .
folks 1305:13, 1305:18,
1313:22 .
follow 1229:13, 1235:15,
1240:25, 1257:2, 1259:17,
1324:7, 1325:7, 1326:20 .
followed 1238:15 .
following 1265:7, 1328:23,
1330:5 .
FOREGOING 1335:1 .
foreperson 1241:15, 1241:17,
1326:15, 1326:18, 1326:22,
1327:16, 1328:25, 1329:13,
1331:4 .
forgetful 1302:17 .
forgot 1302:15 .
formal 1227:2, 1228:1, 1228:23,
1237:16 .
FORMAT 1335:5 .
formulas 1263:25 .
Fortes 1278:16 .
forth 1236:14, 1253:19, 1253:20,
1253:24, 1255:9, 1286:1,
1286:4 .
forward 1294:6, 1313:24 .
found 1235:21, 1236:1, 1236:5,
1236:9, 1237:7, 1263:18,
1330:3 .
foundations 1284:16 .
four 1282:18, 1282:19, 1316:13 .
frames 1279:6 .
free 1328:2, 1328:12, 1331:23,
1331:24, 1332:18 .

fresh 1318:12 .
Friday 1295:6, 1297:12, 1334:2 .
front 1283:11, 1332:15,
1332:16 .
full 1262:21, 1263:23, 1264:17,
1265:6, 1266:7, 1313:5 .
fully 1239:9, 1283:20, 1330:11 .
fulsome 1228:13 .
functionally 1278:10 .
furnished 1228:21 .
future 1333:8 .
.
.
< G > .
gain 1310:3, 1311:12 .
gallery 1239:11 .
garage 1318:12, 1320:20 .
gather 1234:2 .
gave 1279:2, 1281:1 .
generally 1260:17 .
generate 1237:17 .
generator 1270:20 .
gentleman 1238:25 .
gentlemen 1240:11, 1240:13,
1241:21, 1242:14, 1242:25,
1244:12, 1245:1, 1246:14,
1247:25, 1248:22, 1251:7,
1253:6, 1255:9, 1259:20,
1266:16, 1274:16, 1275:3,
1288:9, 1324:3, 1324:25,
1327:25, 1328:8, 1329:20,
1331:5, 1331:9, 1331:16,
1333:17, 1334:8 .
Georgia-pacific 1234:2, 1272:8 .
gets 1285:7, 1286:25, 1287:14,
1297:13, 1306:1, 1318:13 .
getting 1309:4, 1318:15,
1322:25 .
GIBSON 2:18 .
Gilstrap 1:24, 1289:10,
1296:25 .
GIOVANNI 2:8 .
give 1240:18, 1240:23, 1240:25,
1242:8, 1242:23, 1249:12,
1281:11, 1312:11, 1312:23,
1314:17, 1315:20, 1323:2,
1323:9, 1324:7, 1327:15,
1333:4, 1334:4 .
given 1313:23, 1325:7, 1326:21,
1331:22 .

giving 1326:11 .
GLEN 2:7 .
Global 1247:13, 1247:14 .
glue 1254:20, 1254:21 .
goal 1289:3 .
going--beamforming 1315:15 .
gotten 1298:6 .
government 1312:11, 1312:22 .
grabbed 1314:23 .
grant 1272:6 .
granting 1270:13 .
gray 1296:18 .
great 1288:1 .
greater 1245:19, 1247:9,
1248:23, 1327:12 .
greatly 1229:13 .
Griffin 1238:2 .
ground 1315:9 .
Group 1247:15, 1264:11 .
guess 1243:13, 1244:3 .
guidance 1265:16 .
guy 1315:7 .
guys 1314:16, 1323:20 .
.
.
< H > .
half 1311:13, 1314:14 .
hand 1239:5, 1241:1, 1243:15,
1255:13, 1258:1, 1297:16,
1328:1, 1328:5, 1329:1,
1329:18, 1331:14 .
handover 1287:3 .
hands 1320:24, 1333:22 .
happen 1321:18 .
happened 1268:5, 1280:14,
1293:9, 1302:19, 1310:19,
1315:1 .
happening 1306:12 .
happens 1244:1, 1277:3,
1298:18, 1303:23, 1304:1 .
harder 1314:13 .
hear 1228:5, 1241:7, 1254:3,
1274:17, 1286:4, 1286:5,
1286:10, 1287:18, 1317:12,
1320:4, 1329:3 .
hearing 1243:24 .
help 1315:9 .
helpful 1245:22 .
helps 1263:2, 1305:21 .
here--it 1286:14 .

Concordance

HEREBY 1335:1.
hexagon 1296:2.
hidden 1282:20.
high 1308:6, 1308:7.
higher 1249:8, 1249:9.
highest 1313:11.
highly 1248:20.
HILL 2:12.
hindered 1323:7.
hired 1311:14, 1314:24.
hires 1294:2, 1321:11.
holder 1267:17, 1267:21,
 1268:24, 1272:14.
holding 1325:17.
honest 1301:21.
HONORABLE 1:24.
hoops 1305:18.
hope 1307:21, 1310:5.
hoping 1332:17.
hotspot 1250:7, 1285:24,
 1285:25, 1303:16, 1323:14.
hotspots 1285:9, 1285:12,
 1303:7, 1303:8, 1323:16.
hours 1293:19, 1315:9.
house 1273:11, 1306:10.
houses 1273:12, 1301:14.
HOUSTON 1:44, 2:35.
Hughes 1227:8, 1227:9, 1238:9,
 1280:14, 1280:15, 1280:21.
hundred 1287:13, 1290:5,
 1323:13.
hundreds 1292:3, 1302:20,
 1317:10, 1322:23.
Hynek 1290:23, 1291:2, 1294:2,
 1308:13, 1309:3, 1314:22,
 1314:23, 1315:4, 1315:6,
 1315:21, 1323:18.
hypothetical 1252:16, 1261:1,
 1267:18, 1267:20, 1268:3,
 1268:8, 1268:11, 1269:21,
 1273:18, 1306:15, 1307:12,
 1321:17, 1321:22.
hypothetically 1273:23.
 .
 .
< I >.
I--mr 1310:1.
idea 1301:20, 1301:22, 1315:3.
ideas 1315:11.
identical 1276:14, 1276:25.

identify 1229:18.
lds 1277:15.
ignore 1280:8.
illustrations 1246:6.
immediate 1332:4.
immediately 1331:11.
impartially 1325:6.
implemented 1272:18.
importance 1245:4.
important 1251:8, 1280:13,
 1281:3, 1288:21, 1289:14,
 1290:25, 1298:13, 1307:15,
 1309:9.
importing 1250:6, 1257:7.
imports 1250:15.
imposition 1313:21.
impression 1327:13.
impressive 1315:10, 1315:11.
improperly 1232:25.
improvements 1269:9,
 1271:20.
in. 1324:19.
inadvertently 1227:7.
include 1258:15, 1260:17,
 1265:7, 1267:9, 1270:5,
 1272:23, 1273:13, 1277:14,
 1286:2, 1312:17.
included 1229:8, 1229:9,
 1233:1, 1263:21, 1280:9,
 1318:22.
includes 1254:16, 1254:20,
 1258:5, 1276:25, 1278:3,
 1325:21, 1325:24.
including 1245:15, 1252:6,
 1254:14, 1256:7, 1261:6,
 1309:1.
inconsistency 1242:18.
inconsistent 1252:22.
incorporates 1255:17.
increased 1268:12, 1272:12.
incredibly 1292:2, 1302:20.
Independence 1334:3.
independent 1254:25, 1255:1,
 1255:6, 1255:9, 1255:12,
 1255:25, 1256:8, 1257:22,
 1257:25, 1258:1, 1258:4,
 1269:11, 1269:12, 1269:17,
 1298:21, 1299:8, 1304:18,
 1327:9.
indicate 1243:20, 1273:14.

indicates 1244:10, 1324:19.
indicating 1324:13.
indication 1241:5.
indignant 1291:9.
indirect 1244:8.
indirectly 1257:25.
individual 1227:17, 1240:17,
 1252:18, 1326:10.
individually 1253:15, 1328:4,
 1332:2.
individuals 1325:19.
indulgence 1227:19.
industry 1261:17, 1307:19,
 1315:14, 1317:1, 1319:2.
inference 1243:12, 1326:2.
inferences 1245:7.
inflate 1311:16.
influenced 1327:11.
inform 1273:9.
informal 1228:11.
information 1264:15, 1265:1,
 1277:6, 1278:20, 1278:21,
 1278:22, 1281:12, 1281:17,
 1285:24, 1286:1, 1286:11,
 1286:12, 1286:13, 1286:15,
 1287:1, 1288:20, 1296:23,
 1318:3, 1318:4, 1318:13,
 1318:15, 1318:16, 1318:17,
 1318:21, 1319:23.
infrastructure 1275:12, 1285:5,
 1322:1.
infringe 1254:11, 1258:22,
 1259:11, 1272:24, 1273:1,
 1289:5, 1298:16, 1298:22,
 1304:16, 1308:2, 1318:2.
infringed 1249:25, 1250:5,
 1250:25, 1251:1, 1253:13,
 1253:14, 1254:17, 1254:20,
 1256:10, 1257:3, 1257:6,
 1257:9, 1257:13, 1257:23,
 1258:2, 1266:12, 1266:18,
 1267:25, 1274:4, 1277:22,
 1277:24, 1288:23, 1321:19,
 1330:4.
infringer 1257:10, 1257:11,
 1257:14, 1267:17, 1267:22,
 1268:10, 1268:13, 1269:9,
 1271:10, 1271:20, 1271:23,
 1272:13, 1273:19, 1284:21,
 1321:6.

Concordance

infringes 1249:16, 1250:13,
 1250:16, 1258:17, 1259:2,
 1278:1, 1278:2, 1284:25,
 1317:9.
infringing 1257:12, 1257:15,
 1258:10, 1268:19, 1269:1,
 1269:3, 1269:4, 1285:7,
 1287:17, 1308:7.
inherently 1239:14.
initiate 1332:7.
innovations 1261:11, 1284:15.
innovative 1275:9.
input 1228:15, 1228:16.
inside 1253:9, 1323:6.
instances 1298:14.
Instead 1309:23.
instruct 1240:14, 1245:17,
 1257:1, 1259:17, 1266:15,
 1267:11, 1319:9.
instructed 1242:1, 1277:21,
 1331:17, 1332:6.
instructing 1266:16.
instruction 1281:2, 1282:24,
 1284:9.
intend 1229:5, 1238:17.
intended 1241:10, 1253:11,
 1327:21.
intensive 1265:12.
intentional 1243:3.
intentionally 1243:2.
interest 1242:15.
interested 1332:9.
interesting 1280:14.
interests 1229:10.
interfere 1332:23.
internet 1318:10.
interpret 1280:25.
interpreted 1252:25.
intervened 1247:19, 1247:20.
INTERVENOR 2:28, 1247:21.
introduced 1242:5, 1243:19,
 1261:5.
invalid 1250:20, 1251:1, 1251:2,
 1251:20, 1259:19, 1260:4,
 1260:6, 1260:7, 1260:8,
 1262:20, 1264:13, 1264:21,
 1264:22, 1274:4, 1289:6,
 1299:6, 1299:7, 1299:9,
 1299:10, 1301:9, 1303:3,
 1304:3, 1304:17, 1308:2,

1330:10.
invalidate 1317:6.
Invalidity 1236:16, 1248:15,
 1250:22, 1250:23, 1252:7,
 1253:7, 1260:4, 1260:10,
 1260:12, 1260:13, 1281:21,
 1308:6.
invent 1290:18, 1291:5, 1291:8,
 1319:1, 1319:2.
invented 1263:3, 1291:5,
 1291:11, 1292:21, 1293:23,
 1313:2, 1318:19, 1318:22,
 1319:4, 1319:5.
invention--would 1272:3.
inventions 1268:15, 1271:16,
 1272:19, 1273:13, 1275:9,
 1281:25, 1321:8.
inventor 1252:18, 1253:12,
 1261:8, 1263:11, 1263:14,
 1263:23, 1290:15, 1301:25,
 1302:10, 1302:11, 1312:20,
 1320:19.
inventors 1320:19.
invest 1315:16.
involve 1244:2.
involved 1246:10, 1257:4,
 1291:17, 1293:11, 1293:25,
 1302:23, 1332:13.
involves 1254:24, 1265:9.
ipad 1286:12, 1286:16.
ipads 1285:15.
Ipcomm 1309:15, 1309:17.
irrelevant 1277:16, 1284:8,
 1310:20.
issue 1228:5, 1245:16, 1249:21,
 1252:6, 1253:6, 1253:7,
 1264:7, 1264:10, 1266:17,
 1275:22, 1283:5, 1283:17,
 1284:18, 1285:21, 1298:6,
 1301:11, 1305:21, 1308:13,
 1310:9, 1310:13, 1310:17,
 1310:18, 1310:22, 1317:24.
issued 1259:20, 1259:25,
 1292:11, 1293:20, 1294:3.
issues 1246:22, 1250:12,
 1250:24, 1251:5, 1251:23,
 1252:5, 1252:6, 1260:12,
 1287:20, 1300:24, 1314:18,
 1317:25.
issues--infringement 1275:19.

issuing 1259:24.
item 1260:22.
items 1227:4, 1237:22, 1260:17,
 1270:21.
itself 1248:1, 1255:13, 1255:22,
 1258:8, 1325:24.
 .
 .
< J > .
January 1274:15.
Jaysen 1229:22.
job 1250:24, 1252:4, 1290:24,
 1314:9, 1314:12, 1317:21.
John 1227:9.
Joint 1238:4.
Josey 1328:25, 1329:13,
 1331:3.
JOSH 2:25.
Judge 1:25, 1245:3, 1289:10,
 1296:25, 1305:22, 1306:7,
 1307:6, 1309:11, 1312:9.
judges 1241:2, 1242:6, 1242:7,
 1314:16.
JUDICIAL 1335:6.
jump 1305:19.
June 1274:14.
Juror 1252:2, 1253:9, 1327:8,
 1327:13, 1328:25, 1331:23.
jurors 1324:13, 1325:3, 1326:21,
 1327:11, 1327:24, 1331:20,
 1332:7, 1333:19, 1333:24.
jury--"we 1328:24.
jury--excuse 1227:2.
justice 1275:24.
justified 1245:8.
JX 1227:10.
 .
 .
< K > .
KATHERINE 2:23.
keep 1242:25, 1256:9, 1264:24,
 1289:2, 1334:4.
Kennedy 1284:20, 1287:7,
 1305:25, 1306:2, 1306:4,
 1306:14, 1306:22, 1307:24,
 1308:4, 1309:25, 1310:6,
 1310:19, 1311:9, 1321:10,
 1321:22.
Kennedy--am 1310:1.
kept 1294:14, 1300:13,

Concordance

1300:22.
kidding 1311:13.
kind 1261:17, 1282:20, 1296:20,
 1296:24, 1320:3, 1334:1.
kinds 1269:23.
Knobloch 2:9, 1238:19, 1238:21,
 1274:21, 1274:22, 1275:2,
 1283:23, 1295:6, 1297:12,
 1298:2, 1319:20.
knowing 1257:11.
knowledge 1245:22, 1257:10,
 1264:8.
known 1246:20, 1247:21,
 1249:5, 1252:19, 1260:18,
 1261:1, 1264:18, 1265:9,
 1265:13, 1265:14, 1269:19.
knows 1289:19, 1316:17.
KREVITT 2:25, 1238:24,
 1238:25, 1239:4, 1240:7,
 1287:18, 1287:24, 1287:25,
 1288:4, 1288:6, 1295:24,
 1296:4, 1314:10, 1318:20,
 1329:6.
KUBEHL 2:32.
 .
 .
< L > .
lack 1234:3, 1250:20, 1250:21,
 1264:21, 1330:11.
lacks 1283:7.
Ladies 1240:11, 1240:13,
 1241:21, 1242:13, 1242:25,
 1244:12, 1244:25, 1246:14,
 1247:25, 1248:21, 1251:7,
 1253:6, 1255:9, 1259:20,
 1266:16, 1274:16, 1275:3,
 1288:8, 1324:3, 1324:25,
 1327:24, 1328:8, 1329:20,
 1331:5, 1331:9, 1331:16,
 1333:17, 1334:8.
language 1232:22, 1232:23,
 1251:25, 1259:6, 1259:7,
 1260:11, 1276:10, 1282:9,
 1287:5, 1319:12.
lapse 1243:3.
laptop 1285:22, 1285:24,
 1286:1, 1286:2, 1286:10,
 1286:12, 1286:16, 1286:22.
laptops 1285:15.
last 1235:4, 1237:10, 1282:19,

1320:21, 1321:3, 1323:23,
 1332:12, 1333:3.
late-2018 1269:22.
later 1300:20, 1301:8, 1304:4,
 1306:25, 1316:7.
law 1240:15, 1240:25, 1241:10,
 1244:12, 1251:21, 1254:1,
 1260:15, 1268:14, 1316:22,
 1321:4, 1325:4, 1325:7,
 1325:25, 1326:3, 1326:6,
 1332:4.
laws 1325:21, 1325:24.
lawsuit 1311:19.
lawyer 1294:2, 1323:22,
 1323:24.
lawyers 1243:23, 1300:20,
 1314:25, 1316:5, 1316:10,
 1321:13, 1332:6, 1332:9,
 1332:16, 1333:7.
lead 1245:11.
leading 1290:1.
least 1261:14, 1261:16, 1262:3,
 1262:6, 1262:12, 1290:9,
 1306:24, 1310:5, 1310:18.
leave 1239:18, 1288:15, 1324:7,
 1334:5.
leaves 1254:22.
LEE 2:26.
left 1233:2, 1284:6, 1284:17,
 1287:25, 1298:20, 1324:10,
 1328:11.
left-hand 1280:17.
legal 1246:19, 1256:23, 1314:14,
 1316:11.
legs 1254:20, 1254:21, 1254:23,
 1297:19.
lengths 1311:16.
less 1251:16, 1262:17, 1285:3,
 1322:10.
level 1261:4, 1313:12.
levels 1261:7.
license 1270:5, 1270:7, 1270:24,
 1272:2, 1272:6, 1273:8,
 1273:17, 1273:18, 1273:22,
 1273:24.
licensed 1309:12.
licensee 1270:3, 1270:16,
 1270:19, 1271:23.
licensee--who 1272:1.
licenses 1270:13, 1273:13,

1273:23.
licensing 1270:1, 1270:12.
licensor 1270:11, 1270:15,
 1270:20, 1271:8, 1271:22.
life 1313:21, 1325:17.
light 1242:18, 1245:9.
likelihood 1229:12.
likely 1265:2, 1266:24, 1283:1.
limitation 1254:9, 1258:15,
 1263:5, 1276:4, 1276:9,
 1278:6, 1278:7, 1301:4.
limitations 1252:24, 1252:25,
 1253:2, 1254:3, 1254:8,
 1256:19, 1258:19.
limited 1254:14, 1254:15,
 1261:6, 1268:12, 1280:10,
 1282:13.
line 1232:25, 1270:17, 1304:15,
 1311:17.
list 1227:5, 1237:22.
listen 1315:15, 1323:24, 1324:1,
 1329:22.
listening 1323:23.
literally 1301:18.
little 1288:15, 1311:2, 1322:5.
livelihood 1316:24.
LLP 2:3, 2:18, 2:28.
located 1237:2.
lodge 1228:24, 1229:10.
long 1259:12, 1290:20, 1292:4,
 1292:5, 1298:19, 1302:7,
 1302:15, 1302:25, 1303:10,
 1303:11, 1303:19, 1323:19,
 1332:19.
long-standing 1333:1.
longer 1331:21.
LONGVIEW 2:14.
Look 1235:9, 1255:11, 1255:21,
 1282:2, 1289:11, 1292:24,
 1298:23, 1307:3, 1307:4,
 1307:8, 1307:21, 1309:10,
 1309:11, 1309:23, 1311:1,
 1313:24, 1322:11, 1333:22.
looked 1289:21, 1319:17,
 1321:23.
looking 1306:17, 1307:3,
 1320:22.
lose 1321:24.
losing 1332:11.
lot 1276:21, 1277:12, 1282:1,

Concordance

1283:5, 1285:3, 1287:13,
1287:14, 1288:19, 1288:20,
1295:13, 1301:11, 1304:22,
1322:3, 1322:9.
lot--have 1308:5.
lots 1334:3.
LTD 1:5.
luckily 1276:5.
lump 1273:15.
.
.
< M > .
M. 2:34.
Madisetti 1276:3, 1285:10,
1286:6, 1290:8, 1291:23,
1295:22, 1296:6, 1296:8,
1297:6, 1299:21, 1300:10,
1300:13, 1300:21, 1301:4,
1302:4, 1302:14, 1303:13,
1303:18, 1303:19, 1311:10,
1316:15, 1320:24.
maintain 1270:12.
man 1315:3.
manner 1242:14, 1260:11.
manufactured 1270:9.
manufacturing 1269:8,
1271:19.
market 1268:22, 1306:6,
1306:7.
marketing 1268:22, 1270:11.
marketplace 1273:14, 1306:11,
1308:10.
MARSHALL 1:3, 1:12, 1:45,
2:36.
massive 1284:23.
Master 1261:25, 1262:15.
matched 1235:8.
mathematical 1267:2.
MATTER 1229:3, 1249:1,
1263:3, 1263:12, 1265:10,
1278:5, 1284:11, 1284:13,
1329:7, 1335:3.
matter--infringement 1287:20.
matters 1228:9, 1228:10,
1246:1, 1276:10, 1285:1,
1311:8, 1312:2, 1331:19.
maturity 1264:6.
Mcroberts 1:43, 2:34, 1335:9,
1335:11.
me--formal 1227:3.

me--truthfully 1304:6.
me--you 1312:20.
mean 1243:1, 1260:7, 1308:8.
meaning 1252:9, 1253:1,
1253:5, 1256:22, 1259:9.
meanings 1251:25.
means 1247:7, 1247:21,
1248:18, 1254:14, 1281:10,
1282:17, 1301:1, 1304:21,
1317:20, 1331:22.
meant 1248:9, 1248:10.
meantime 1324:17.
measure 1266:15, 1321:7.
measurements 1286:21.
meet 1248:24, 1281:15, 1281:23,
1319:12.
meets 1254:4, 1255:24, 1258:3,
1259:12.
Members 1325:1, 1329:24,
1329:25, 1331:7, 1331:10,
1331:13.
memory 1243:4, 1327:6,
1327:7.
men 1289:24, 1313:10,
1315:13.
mention 1332:3.
mentioned 1257:17, 1260:25.
MERITS 1:22.
message 1327:15.
messages 1282:10.
met 1249:2, 1255:10, 1256:8,
1259:5, 1276:5, 1285:11,
1289:16, 1289:17.
meters 1322:15, 1322:17.
method 1258:24, 1258:25,
1260:15, 1263:1, 1309:24.
methods 1305:18.
middle 1282:13.
million 1287:14, 1294:22,
1298:6, 1306:1, 1307:21,
1308:15, 1308:16, 1308:25,
1309:6, 1309:19, 1309:20,
1309:21, 1311:23, 1311:25,
1312:8, 1313:6, 1323:11,
1323:13.
million. 1330:21, 1331:1.
millions 1317:10.
mind 1242:25, 1248:19, 1248:25,
1256:10, 1264:24, 1272:12.
mine 1235:8, 1293:23.

minute 1294:23, 1334:5.
minutes 1227:22, 1274:23,
1274:25, 1283:22, 1287:25,
1288:3, 1304:25, 1305:4,
1305:5, 1305:7, 1306:25,
1312:4, 1314:2, 1322:18,
1324:5, 1333:20.
misdirection 1314:13, 1322:22,
1323:14.
missing 1254:9, 1280:20.
misspoke 1248:7.
misstatement 1243:3.
mistakes 1243:1.
mobility 1291:19, 1291:20.
model 1246:9.
modern 1275:7.
modes 1259:4, 1271:4.
moment 1289:9, 1319:13.
Monday 1288:10, 1294:12,
1322:2, 1323:22.
monetary 1325:22.
money 1250:9, 1250:17, 1251:3,
1268:18, 1287:14, 1291:12,
1292:21, 1305:13, 1305:18,
1311:17, 1322:3, 1330:16,
1330:22.
monitor 1303:17.
Monitoring 1285:23, 1303:15,
1303:18, 1303:21, 1303:23.
monitors 1285:23, 1287:1,
1287:2.
month 1333:11.
morning 1227:8, 1228:21,
1229:22, 1240:11, 1275:3,
1288:8, 1305:2, 1305:11,
1314:8, 1320:4, 1320:5.
move 1227:10, 1228:9, 1281:13,
1304:19.
moved 1292:5, 1293:8.
Ms 2:16, 2:23, 1238:20, 1238:22,
1299:21, 1306:3, 1314:2,
1314:3, 1314:5, 1314:8,
1322:19, 1328:25, 1329:13,
1331:3.
multiple 1228:12, 1258:9,
1276:19, 1278:9, 1278:11,
1278:12, 1278:17, 1279:19,
1279:21, 1281:8, 1282:17,
1294:8, 1296:22, 1297:4,
1297:10, 1297:17, 1297:21,

Concordance

1297:25, 1298:1, 1298:5,
1298:8, 1299:24, 1308:22,
1308:23, 1318:23, 1319:24 .

myself 1332:14 .

mystery 1321:1 .

.

.

< N > .

name 1333:4 .

names 1333:6 .

narrower 1253:23 .

nature 1264:5, 1265:20, 1270:7,
1271:6 .

nearly 1287:13 .

necessarily 1260:7, 1265:12,
1282:17 .

necessary 1228:25, 1243:23,
1248:23, 1255:11, 1255:21,
1265:8 .

need 1239:17, 1239:18, 1239:19,
1251:2, 1251:6, 1251:18,
1263:18, 1265:1, 1266:6,
1273:17, 1275:18, 1282:25,
1283:2, 1283:3, 1284:19,
1285:4, 1294:7, 1295:17,
1300:5, 1322:24, 1329:3 .

needed 1281:17, 1317:21,
1324:13 .

needs 1276:18, 1285:24, 1313:7,
1322:25 .

negotiated 1273:18, 1273:23 .

negotiating 1307:10 .

negotiation 1267:18, 1267:20,
1268:3, 1268:8, 1268:11,
1269:21, 1306:16, 1307:12,
1321:17, 1321:23 .

negotiations 1267:24, 1306:17 .

neighborhood 1273:12 .

Neither 1234:3, 1253:13,
1295:19 .

networking 1261:18 .

networks 1261:24, 1262:14,
1290:3, 1315:17 .

NEW 2:21, 1263:16, 1275:9,
1293:12, 1300:17, 1314:25,
1333:2 .

Next 1227:21, 1230:14, 1230:20,
1230:24, 1231:8, 1231:12,
1231:16, 1231:20, 1231:24,
1232:7, 1232:11, 1233:14,

1234:9, 1234:14, 1234:19,
1235:14, 1236:4, 1236:8,
1237:6, 1278:6, 1287:18,
1293:24, 1300:2, 1300:8,
1315:6, 1334:3 .

no' 1330:12 .

No. 1:5, 1236:18, 1249:19,
1249:22, 1299:19, 1309:4,
1311:19, 1328:25, 1330:14,
1330:15 .

Nobody 1302:17, 1318:17,
1319:4, 1322:22 .

non-exclusive 1270:8 .

non-existence 1244:10 .

Non-infringing 1259:4, 1272:18,
1272:19, 1272:21, 1272:23,
1273:2, 1273:3 .

non-patented 1269:7, 1270:21,
1271:18 .

non-restricted 1270:8 .

none 1313:9 .

nonetheless 1328:16 .

nor 1253:14 .

normal 1317:17 .

normally 1272:15 .

NOSSON 2:9 .

note 1234:1, 1324:12, 1326:15,
1328:16, 1328:23, 1329:1 .

notebooks 1252:2, 1253:9,
1280:9, 1280:16, 1282:5,
1324:7 .

noted 1253:7 .

Notes 1240:22, 1327:5, 1327:7,
1327:8, 1327:9, 1327:11 .

Nothing 1233:7, 1236:24,
1240:4, 1276:13, 1293:9,
1293:25, 1299:16, 1301:18,
1301:19, 1304:1, 1316:9,
1317:14, 1317:15, 1320:6,
1321:19, 1322:11, 1329:5 .

noticed 1280:19 .

number 1245:19, 1277:1,
1277:2, 1278:14, 1278:18,
1278:20, 1278:24, 1279:6,
1280:4, 1306:1, 1311:9,
1333:4 .

number--because 1279:3 .

numbered 1251:7 .

numbers 1305:19, 1322:4,
1328:15, 1333:6 .

numerical 1327:3 .

NYC 2:19 .

.

.

< O > .

oath 1244:21, 1244:24, 1289:21,
1291:8, 1293:10, 1293:21,
1293:24 .

object 1232:22, 1236:11,
1243:8 .

objection 1227:12, 1227:14,
1233:5, 1235:16, 1235:22,
1236:1, 1236:5, 1237:2,
1237:4, 1237:7, 1237:8,
1238:7, 1243:10, 1243:15,
1243:17, 1243:19 .

objects 1234:3 .

obligation 1332:21 .

obtain 1265:2, 1272:2, 1283:1 .

obvious 1300:25 .

occurring 1274:5 .

occurs 1258:25 .

October 1274:13 .

offer 1227:16 .

offered 1243:8, 1246:4, 1260:18,
1308:11, 1308:17 .

offering 1307:13 .

offers 1250:15, 1308:11 .

Office 1259:22, 1259:24,
1281:14, 1281:17, 1294:3,
1316:5, 1316:6, 1316:17,
1317:21, 1317:23, 1318:13,
1320:24 .

Officer 1241:18, 1324:18,
1326:16, 1326:25, 1327:17,
1328:7, 1329:15, 1329:17,
1329:19 .

OFFICIAL 2:34, 1335:12 .

often 1244:8, 1254:2, 1254:12,
1264:24 .

Okay 1239:4, 1239:7, 1286:5,
1287:2 .

old 1271:4, 1313:2 .

omits 1259:10 .

omitted 1229:9 .

Once 1227:20, 1286:7, 1289:4,
1291:20, 1326:18 .

ones 1321:9 .

Online 1247:16 .

open 1228:13, 1245:3, 1245:5 .

Concordance

opening 1302:22, 1314:20, 1315:13.
operation 1259:4.
opinion 1241:5, 1243:20, 1271:21, 1273:9, 1279:7, 1306:24, 1325:5.
opinions 1245:25, 1246:2, 1246:3, 1280:7.
opportunity 1228:22, 1240:20, 1313:22, 1313:23, 1332:24, 1333:14.
opposed 1269:16.
opposite 1296:10, 1316:13.
orally 1240:18, 1327:20.
orange 1311:2.
order 1251:19, 1255:10, 1256:8, 1258:13, 1260:2, 1273:19, 1295:15.
ordered 1280:24.
ordinary 1252:9, 1252:10, 1252:14, 1252:16, 1253:1, 1253:2, 1259:8, 1259:9, 1260:23, 1260:24, 1260:25, 1261:4, 1261:14, 1261:19, 1262:3, 1262:9, 1263:9, 1263:22, 1264:15, 1264:25, 1265:2, 1265:5, 1266:6, 1283:1, 1283:4, 1300:25.
organizations 1326:5.
original 1293:22, 1299:14, 1299:18, 1300:11, 1300:19, 1312:16, 1312:17, 1329:1, 1331:14.
others 1270:13, 1315:25.
otherwise 1242:1, 1245:17, 1327:2.
outbursts 1329:8.
outcome 1242:16.
outlier 1291:24.
outset 1288:25.
outside 1243:23, 1243:25, 1244:4, 1323:5.
overcome 1260:2.
overlooking 1229:12.
overruled 1233:5, 1236:23, 1243:15.
owe 1289:7, 1304:18.
OWENS 2:13.
owes 1250:17, 1305:15.
own 1240:17, 1245:15, 1255:19,

1258:7, 1276:22, 1277:2, 1278:16, 1282:20, 1284:15, 1286:17, 1291:18, 1308:19, 1308:20, 1312:24, 1321:10, 1326:9, 1327:9.
owned 1271:7.
owner 1267:15, 1272:14, 1273:19, 1325:20.
owns 1326:7.
 .
 .
< P > .
p.m. 1334:12.
page-by-page 1229:11.
pages 1234:1, 1294:22, 1298:6, 1306:25.
paid 1270:3, 1273:6, 1288:18, 1308:11, 1309:13, 1309:14, 1309:18, 1323:20, 1330:16, 1330:22.
painted 1314:22.
paper 1315:3, 1320:9, 1333:6, 1333:10.
PARK 2:20.
PARKWAY 2:13.
part 1239:13, 1278:14, 1278:18, 1278:24, 1279:2, 1279:3, 1280:5, 1293:15, 1317:17.
participated 1333:5.
particular 1252:18, 1259:11, 1271:14.
particularly 1239:11.
parties 1228:8, 1228:12, 1228:16, 1241:11, 1244:23, 1245:14, 1256:24, 1267:25, 1268:1, 1268:22, 1269:19, 1269:20, 1273:6, 1273:25, 1274:17, 1307:16, 1325:6, 1326:4, 1327:21.
Partnership 1:11, 1247:12.
partnerships 1325:18, 1326:5.
parts 1289:8, 1289:10.
party 1228:9, 1228:24, 1230:10, 1230:20, 1231:13, 1234:3, 1234:10, 1235:10, 1235:17, 1235:22, 1237:3, 1246:9, 1248:20, 1257:16, 1259:1, 1266:17, 1268:4, 1325:4, 1329:3.
pass 1239:19.

patented 1268:20, 1269:5, 1269:7, 1270:18, 1271:3, 1271:6, 1272:2, 1272:19, 1273:13.
patentee 1269:25, 1271:22, 1272:5, 1274:6.
patents-in-suit 1249:17, 1249:18, 1250:14, 1250:20, 1253:9, 1257:6, 1262:20, 1264:21, 1266:19, 1270:1, 1270:4.
path 1286:13, 1286:14.
Pause 1324:21.
pay 1240:20, 1272:3, 1272:13, 1308:16, 1309:22.
paying 1275:17.
payload 1278:20, 1278:21.
payment 1267:14, 1267:17.
people 1272:15, 1299:17, 1307:10, 1308:10, 1313:1, 1315:10, 1315:14, 1315:16, 1322:24.
per 1287:9, 1287:17, 1308:25.
percent 1285:2, 1285:3, 1290:5, 1308:1, 1308:6, 1310:3, 1310:4, 1311:9, 1311:23, 1311:24, 1311:25, 1321:24, 1322:9, 1323:15, 1328:4, 1332:2, 1333:16.
perfectly 1273:17.
perform 1325:3.
performance 1275:14.
performed 1259:1.
period 1273:3, 1274:9, 1274:11, 1274:13, 1274:14.
permissible 1265:14.
permission 1239:8.
permit 1325:4.
permitted 1243:14, 1245:7, 1245:25.
persistent 1322:15.
person 1239:19, 1244:20, 1245:2, 1245:23, 1252:10, 1252:13, 1252:14, 1252:17, 1260:23, 1260:24, 1260:25, 1261:1, 1261:14, 1261:19, 1262:3, 1262:9, 1266:6, 1282:25, 1283:4.
personal 1333:18, 1334:1, 1334:6.

Concordance

personally 1333:23, 1334:6.
persons 1261:8, 1263:9,
 1263:22, 1264:15, 1264:25,
 1265:2, 1265:4, 1325:16.
perspective 1287:19.
persuade 1272:20.
persuades 1247:8.
persuasion 1248:23.
pertinent 1252:17.
phone 1303:16, 1328:15,
 1333:4, 1333:6, 1333:12.
phones 1250:8, 1283:9.
pick 1333:11.
picture 1246:9, 1314:21.
pieces 1315:3, 1333:6.
pink 1300:17.
place 1239:16, 1239:25, 1244:4,
 1267:19, 1321:2.
places 1242:21.
plain 1252:9, 1253:1, 1259:8,
 1282:9, 1287:4, 1300:12.
plainly 1282:22.
Plaintiffs 1311:3.
players 1319:3.
Please 1227:1, 1229:16,
 1238:13, 1240:8, 1240:12,
 1274:22, 1287:18, 1294:6,
 1300:8, 1305:4, 1306:3,
 1314:6, 1324:5, 1324:11,
 1324:23, 1324:25, 1328:22,
 1329:10, 1329:12, 1331:8,
 1331:9.
pleasure 1288:9, 1288:13.
PLLC 2:12.
plurality 1282:8.
plus 1258:7.
podium 1229:5, 1229:16,
 1229:18, 1304:19.
Point 1229:7, 1290:21, 1293:4,
 1293:5, 1296:20, 1297:7,
 1299:3, 1309:5, 1316:20,
 1318:20, 1319:19, 1327:24,
 1328:2, 1333:8.
pointed 1310:23.
pointing 1300:22.
policy 1270:11.
poll 1329:24, 1331:5, 1331:12.
popularity 1271:2.
portion 1227:5, 1237:23,
 1254:12, 1271:13, 1271:17.

position 1290:23, 1309:12.
positions 1268:23, 1290:22.
possess 1312:13.
possessed 1263:11, 1263:14,
 1263:23.
possible 1240:1, 1289:1,
 1305:10, 1327:18.
possibly 1302:5.
poured 1298:7.
practical 1262:17.
Practically 1247:22.
practice 1333:1.
practiced 1229:2.
practicing 1332:4.
pre-admitted 1227:5, 1228:5,
 1237:23.
preamble 1254:12, 1254:14,
 1254:15.
precisely 1295:1.
precision 1267:2.
predates 1260:16.
predictability 1264:6, 1265:23.
preferred 1268:4.
prejudice 1242:16, 1325:4,
 1325:5.
premises 1239:2, 1328:14.
prepared 1227:3, 1237:22,
 1241:12, 1293:18.
preparing 1293:12.
preponderance 1246:24,
 1247:4, 1247:6, 1247:7,
 1248:24, 1249:10, 1250:12,
 1258:14, 1266:22, 1275:23,
 1275:25, 1330:4, 1330:18,
 1330:24.
PRESCRIBED 1335:5.
presence 1244:4, 1265:18.
present 1228:12, 1238:15,
 1238:17, 1239:11, 1240:3,
 1244:19, 1244:24, 1254:8,
 1274:19, 1287:22, 1313:23,
 1314:1.
presented 1244:15, 1244:16,
 1244:21, 1245:14, 1252:21,
 1256:24, 1266:3, 1272:10,
 1295:6.
preserve 1270:14.
PRESIDING 1329:15, 1329:17.
presume 1308:14.
presumed 1252:17, 1261:1,

 1281:20.
presumption 1259:21, 1259:25,
 1260:2.
pretty 1291:22, 1291:23.
Previous 1260:15, 1261:10.
previously 1247:18, 1249:3,
 1249:15.
price 1271:13, 1307:23, 1307:24,
 1307:25, 1308:24, 1309:4.
printed 1240:17, 1326:10,
 1328:5.
Prior 1252:17, 1260:17, 1260:21,
 1260:22, 1261:2, 1264:9,
 1265:21, 1267:19, 1274:7,
 1281:20.
probable 1248:20.
probably 1247:8, 1309:21.
probative 1271:11.
problem 1283:20, 1310:1,
 1310:16.
problems 1261:9, 1261:10.
proceed 1227:2, 1238:1,
 1240:23, 1274:17, 1275:1,
 1288:5.
PROCEEDINGS 1334:12,
 1335:3.
proceedings. 1324:21.
process 1229:17, 1239:14,
 1239:22, 1269:2, 1269:8,
 1271:19, 1292:8, 1292:11,
 1316:14, 1317:17.
produced 1271:7, 1294:22.
produces 1248:19.
products 1245:15, 1256:12,
 1256:15, 1256:18, 1257:7,
 1258:10, 1258:15, 1268:16,
 1268:17, 1269:4, 1270:19,
 1284:2, 1285:17, 1286:18,
 1303:21, 1311:23.
professional 1290:8.
profit 1271:13, 1272:4.
profitability 1270:25.
profits 1268:9, 1268:10,
 1268:12, 1271:17.
program 1270:12.
promise 1312:10, 1312:15,
 1312:18, 1312:22, 1332:19,
 1334:2.
promised 1288:25.
promises--you 1312:12.

Concordance

promoting 1270:19.
promotion 1313:15, 1313:16.
promptly 1327:18, 1328:18.
proof 1244:9, 1246:20, 1246:21,
 1246:23, 1248:15, 1248:21,
 1248:23, 1248:25, 1249:4,
 1249:5, 1249:6, 1249:8,
 1249:9, 1250:11, 1257:16,
 1275:21, 1275:22, 1295:7.
proper 1228:19, 1273:9,
 1273:15.
properly 1244:6, 1245:17.
property 1271:3.
proposed 1228:14.
proposition 1272:2.
prosecuted 1314:25, 1316:1,
 1316:3.
prosecuting 1315:22.
prosecution 1293:2, 1293:15,
 1315:21.
prosecutor 1293:17.
protect 1325:20.
prove 1245:19, 1249:14,
 1250:22, 1256:6, 1256:8,
 1258:13, 1267:1, 1267:2,
 1270:1, 1281:21, 1295:16,
 1330:3, 1330:9.
proved 1296:10.
proven 1241:25, 1246:19,
 1257:3, 1259:18, 1330:17,
 1330:23.
provide 1249:13, 1251:11,
 1251:12, 1262:20, 1290:9,
 1316:4, 1325:1.
provided 1252:1, 1252:23,
 1253:8, 1264:2, 1275:6.
proving 1247:3, 1247:5,
 1248:15, 1270:1, 1295:8,
 1298:17.
prudent 1272:1, 1272:5,
 1272:15.
PTO 1259:24.
public 1269:13, 1325:5,
 1333:25.
publication 1260:16.
publications 1260:19.
publicly 1260:18.
punishing 1267:9.
purely 1291:18.
purpose 1267:9, 1267:10,

1298:10.
pursuant 1228:8.
pursuing 1318:12.
put 1280:15, 1280:23, 1294:16,
 1295:9, 1295:10, 1295:18,
 1295:22, 1295:23, 1296:8,
 1300:19, 1300:20, 1302:9,
 1304:6, 1304:9, 1307:22,
 1307:25, 1313:5, 1333:5.
puts 1297:13.
PX 1227:10.
 .
 .
< Q > .
qualified 1271:21.
quantity 1265:8.
questioned 1244:23.
questioning 1290:12, 1306:15.
questions 1236:15, 1241:15,
 1241:20, 1241:23, 1242:11,
 1244:18, 1312:7, 1323:23,
 1323:25, 1325:12, 1326:23.
quickly 1298:23, 1300:10,
 1301:10.
quietly 1324:17.
quotes 1295:19.
 .
 .
< R > .
rapidity 1261:11.
rates 1270:3, 1321:11.
Rather 1236:19, 1240:21,
 1266:1.
rational 1308:14.
Raze 1291:4, 1291:5, 1291:10,
 1291:15, 1292:4, 1292:14,
 1292:17, 1292:19, 1292:21,
 1292:25, 1293:7, 1303:10,
 1315:19.
reach 1229:7, 1241:23, 1245:10,
 1256:21, 1271:25, 1325:8,
 1325:12.
reached 1241:14, 1241:19,
 1326:22, 1326:25, 1327:23,
 1328:24, 1329:16.
reaching 1256:9, 1256:16.
read 1227:4, 1227:19, 1237:22,
 1238:4, 1300:12, 1300:15,
 1301:3, 1306:5, 1331:6,
 1331:8.

reading 1263:11.
ready 1239:9, 1324:5, 1324:19.
real 1288:13, 1289:13, 1289:14,
 1306:22, 1307:4, 1307:8,
 1307:9, 1307:13, 1309:7,
 1309:9, 1321:14, 1321:15,
 1321:20.
real-world 1306:17, 1307:2.
realizable 1271:17.
really 1280:13, 1281:3, 1293:4,
 1305:20, 1311:15.
reason 1245:10, 1299:1, 1299:8,
 1304:13, 1307:7, 1307:9,
 1316:9, 1323:7.
reasonable 1245:7, 1249:5,
 1249:8, 1250:10, 1267:3,
 1267:11, 1267:14, 1267:16,
 1268:2, 1268:6, 1269:18,
 1272:4, 1272:16, 1273:5,
 1273:10, 1274:1, 1287:16,
 1321:5, 1330:17, 1330:23.
reasonably 1259:2, 1267:23,
 1271:25, 1272:25.
reasons 1236:11, 1298:21,
 1304:4, 1304:18.
rebuttal 1238:20.
recall 1293:17, 1294:12,
 1299:11.
receive 1329:4.
received 1228:15, 1242:4,
 1269:25, 1286:2, 1324:12,
 1328:23.
receives 1285:13, 1287:1.
receiving 1283:13, 1283:15,
 1313:24.
recess 1237:17, 1237:21,
 1238:11, 1243:24, 1326:19,
 1328:20, 1334:11.
recess. 1238:12.
reciprocity 1286:6.
recite 1255:14.
recited 1256:4, 1258:21,
 1259:10.
recognize 1263:10.
recognized 1278:25.
recognizes 1326:4.
recollection 1246:11, 1246:12,
 1327:10, 1327:12.
recommendation 1317:4.
RECORD 1227:3, 1227:4,

Concordance

1228:23, 1229:19, 1237:22,
1317:2, 1324:18, 1324:20,
1329:21, 1329:23, 1331:6,
1331:10, 1335:2.
recorded 1244:18, 1244:25.
redrafted 1228:17.
reduced 1229:13.
refer 1236:21, 1240:19, 1253:9,
1258:4.
reference 1252:13, 1260:22,
1320:25.
references 1260:19.
referred 1247:16, 1248:4,
1249:19, 1249:22, 1254:2,
1259:23, 1260:23, 1272:7.
refers 1255:14, 1255:18,
1255:22, 1256:1, 1257:24,
1258:6, 1280:12.
reflect 1268:25, 1331:10.
reflecting 1241:16.
regard 1228:25.
regarding 1228:13, 1290:10.
Regardless 1242:2, 1242:4,
1313:20, 1325:8, 1326:6.
Regrettably 1227:17.
rejected 1293:6, 1293:7,
1303:12, 1317:11.
related 1262:12, 1303:14,
1309:15, 1309:18, 1311:21.
relates 1296:11, 1311:2.
relating 1301:12.
relationship 1270:15.
relative 1265:22, 1273:11.
releasing 1331:20.
relevant 1261:2, 1264:8,
1284:18.
relied 1303:18, 1316:16,
1316:24.
relief 1228:9.
relies 1321:11.
rely 1246:12, 1273:21, 1327:7,
1327:9.
remain 1298:14, 1324:17.
remaining 1312:4, 1322:18.
remains 1304:24.
remarkably 1306:24.
Remember 1249:17, 1282:12,
1286:21, 1290:5, 1293:23,
1299:14, 1300:23, 1302:14,
1305:24, 1306:14, 1306:21,

1307:11, 1307:23, 1309:4,
1309:14, 1309:16, 1310:4,
1310:5, 1311:10, 1311:22,
1314:21, 1319:9, 1319:12,
1320:13, 1322:7, 1322:8,
1322:10, 1322:13.
remind 1316:15, 1319:10,
1325:13.
remote 1267:4.
rendition 1227:15, 1238:8.
repetition 1265:13.
report 1280:18, 1280:20,
1280:23.
reported 1286:25.
REPORTER 2:34, 1244:24,
1335:12.
reports 1286:2, 1286:22.
representative 1277:7, 1289:16,
1333:4.
representatives 1328:13.
representing 1244:22, 1289:18.
request 1308:15.
requesting 1326:16.
require 1229:11, 1257:16,
1265:5, 1277:18, 1289:21,
1289:23, 1296:22, 1297:2,
1297:17, 1300:3, 1303:15.
required 1246:1, 1246:2,
1246:20, 1248:21, 1256:5,
1259:15, 1263:21, 1266:2,
1267:1, 1276:15, 1278:4,
1279:18, 1319:16, 1327:25.
requirement 1233:2, 1258:21,
1259:5, 1262:24, 1263:2,
1263:4, 1263:9, 1263:13,
1263:24, 1264:19, 1264:24,
1297:25, 1299:12, 1299:13.
requires 1244:14, 1248:22,
1268:14, 1275:25, 1276:11,
1276:13, 1297:10, 1297:18,
1303:22, 1303:23.
research 1261:23, 1262:13.
resources 1318:11.
respect 1270:9.
respectful 1239:25.
respectively 1269:12.
respects 1317:3.
respond 1314:15, 1327:17.
response 1309:5, 1327:21,
1331:11.

rest 1251:10.
restricted 1270:8.
result 1241:23, 1266:24,
1325:12, 1326:2, 1329:8.
resulted 1268:3, 1268:8.
results 1271:5.
retire 1241:13, 1324:4, 1326:8,
1326:18, 1328:8.
return 1312:12, 1328:16,
1328:20.
returned 1332:5.
reveal 1327:1.
review 1228:22, 1229:6,
1246:18, 1326:12.
revved 1294:14.
Rice 1277:7, 1289:16, 1292:7,
1295:1, 1296:16, 1298:7,
1298:11, 1310:17, 1311:7,
1313:9, 1313:19, 1316:3,
1316:8, 1316:14.
rid 1297:20.
rights 1253:12, 1273:7,
1325:20.
risk 1269:8, 1308:1, 1308:6,
1308:7.
risks 1271:19.
RMR 1:43, 2:34, 1335:11.
road 1317:7.
RODNEY 1:24.
role 1251:6, 1251:21, 1251:22.
room 1239:1, 1241:13, 1304:20,
1324:4, 1324:6, 1326:8,
1328:7, 1328:9, 1333:21.
rose 1331:11.
Rosenthal 2:24, 1290:11,
1299:20, 1300:9, 1303:13.
ROSS 2:29.
Roughly 1304:25.
round 1297:6.
router 1286:11.
routers 1250:7.
routes 1285:23, 1286:11.
routine 1265:13.
royalties 1269:25.
royalty 1250:10, 1267:12,
1267:14, 1267:16, 1267:17,
1268:2, 1268:4, 1268:6,
1268:8, 1268:11, 1268:14,
1268:24, 1269:18, 1270:2,
1272:3, 1272:12, 1272:16,

Concordance

1273:5, 1273:10, 1273:15, 1273:16, 1274:1, 1287:16, 1306:5, 1306:13, 1309:13, 1321:5, 1321:11, 1330:17, 1330:23 .	1264:9, 1264:17, 1265:6, 1266:7, 1270:7, 1297:1, 1297:16 .	seen--5g 1313:4 .
RSSI 1286:3 .	Scott 1283:10, 1283:13, 1283:20 .	select 1326:18 .
Rule 1228:9, 1232:25, 1244:12 .	scrambling 1277:14, 1277:15 .	sell 1267:15, 1287:13, 1307:13, 1308:17, 1308:25, 1309:1, 1309:6 .
ruled 1228:10 .	screen 1294:17, 1295:9, 1295:24 .	selling 1250:6, 1257:7, 1270:18, 1271:13, 1308:21, 1308:24 .
rules 1243:9, 1257:1, 1259:17 .	seat 1228:1, 1240:12, 1331:9 .	sells 1250:15, 1287:11 .
run-away 1313:8 .	seated 1227:1, 1238:13, 1324:11, 1324:25, 1328:22, 1329:12 .	send 1277:5, 1277:10, 1326:17 .
running 1273:16 .	Sebastian 1289:17 .	sending 1285:24, 1319:21, 1319:22 .
rural 1318:10 .	second 1236:16, 1238:22, 1246:25, 1249:21, 1285:14, 1285:16, 1285:21, 1286:7, 1286:15, 1309:11, 1316:16 .	sense 1245:11, 1318:14 .
.	seconds 1227:22, 1305:8 .	sent 1276:16, 1276:19, 1276:24, 1277:3, 1277:13, 1278:8, 1278:11, 1278:13, 1278:23, 1280:1, 1280:3, 1280:5, 1324:14 .
.	secrets 1321:21 .	sentence 1253:20 .
< S > .	sector 1276:25, 1277:3, 1277:4, 1277:6, 1277:15, 1282:2, 1282:20, 1294:10, 1295:4, 1295:17, 1295:21, 1296:2, 1296:5, 1296:9, 1296:14, 1296:18, 1297:3, 1298:10, 1298:16, 1299:23, 1300:1 .	sentences 1251:8 .
S/shawn 1335:9 .	sectorization 1298:11, 1318:21 .	separate 1236:13, 1236:14, 1249:4, 1250:23, 1251:15, 1298:14, 1298:21, 1298:25, 1299:2, 1299:7, 1304:17, 1308:19 .
sacrifice 1333:24 .	sectorize 1298:13 .	separately 1258:2, 1258:11, 1260:5, 1260:14 .
sale 1250:15, 1260:19 .	sectors 1276:14, 1276:20, 1277:13, 1278:9, 1278:12, 1279:13, 1279:19, 1279:21, 1280:3, 1281:8, 1282:8, 1282:19, 1282:21, 1294:8, 1296:22, 1297:4, 1297:8, 1297:10, 1297:11, 1297:17, 1297:22, 1298:1, 1298:5, 1298:13, 1299:24, 1318:24, 1319:24 .	separating 1269:2 .
sales 1270:19, 1270:21, 1270:22 .	Security 1241:18, 1324:18, 1326:16, 1326:24, 1327:17, 1328:7, 1329:19 .	serious 1239:13, 1239:14, 1288:23 .
SANCHEZ 2:8 .	seek 1305:13 .	serve 1333:25 .
sanctionable 1239:23 .	seeking 1287:16 .	service 1287:21, 1288:17, 1332:8, 1333:24, 1333:25 .
sat 1323:20 .	seeks 1267:13 .	Services 1247:13, 1247:15, 1247:16, 1323:8 .
satisfied 1263:9, 1263:13, 1263:24 .	seem 1302:16 .	set 1236:14, 1236:18, 1236:20, 1253:19, 1256:16, 1279:10, 1317:1, 1321:2 .
satisfies 1253:21 .	seemed 1303:6 .	sets 1232:25, 1253:19, 1253:20, 1255:9 .
satisfy 1262:24, 1263:3, 1281:9 .	seems 1290:8 .	setting 1253:24, 1267:10, 1321:11 .
satisfying 1259:3 .	seen 1276:21, 1291:2, 1302:7, 1302:8, 1302:10, 1308:8, 1319:14 .	settings 1322:11 .
saved 1275:11, 1323:12 .		several 1252:12, 1253:22, 1333:3 .
savings 1322:9 .		shake 1333:22 .
saw 1284:3, 1303:12, 1308:23, 1319:17 .		share 1279:15 .
saying 1293:3, 1293:22, 1294:14, 1300:13, 1307:17, 1308:8, 1308:9, 1308:21, 1318:5, 1329:7 .		shared 1284:3, 1318:16, 1319:23 .
says 1232:23, 1251:21, 1279:24, 1287:2, 1294:16, 1297:14, 1312:11, 1317:5, 1322:22 .		shareholders 1323:4 .
scales 1275:24, 1276:1, 1276:2 .		SHAWN 1:43, 2:34, 1335:11 .
scanning 1278:8, 1278:22, 1279:15, 1279:20, 1280:2 .		
scary 1294:19 .		
schedule 1279:11, 1279:17 .		
Science 1261:15, 1261:22, 1262:1, 1262:4, 1262:11, 1262:16, 1313:15, 1313:17 .		
scope 1233:3, 1254:6, 1256:23, 1262:21, 1263:23, 1264:5,		

Concordance

shawn_mcroberts@txed.uscourts.gov 1:47 .

sheet 1230:1 .

shifted 1296:20 .

shopping 1306:9, 1306:10 .

short 1246:8, 1312:9 .

Show 1258:14, 1294:9, 1294:11, 1294:14, 1294:16, 1294:17, 1295:2, 1295:4, 1295:11, 1295:16, 1295:17, 1295:23, 1295:25, 1296:4, 1297:5, 1297:12, 1297:22, 1298:2, 1302:9, 1309:17, 1311:5, 1312:6, 1312:7, 1319:8 .

showed 1276:2, 1285:11, 1296:3, 1296:7, 1296:8, 1297:23, 1298:2, 1299:20, 1299:21, 1302:22, 1311:22, 1312:6, 1320:24, 1321:23 .

showing 1280:16, 1296:1, 1311:4 .

shown 1246:5, 1259:14, 1285:15, 1296:13, 1304:2 .

shows 1263:14, 1282:3, 1283:13, 1296:5, 1296:12, 1311:15, 1316:6, 1318:1 .

shut 1292:4 .

side 1229:4, 1247:19, 1249:12, 1249:13, 1280:17, 1305:23, 1315:8, 1332:10, 1332:11, 1333:3 .

sides 1228:22, 1241:8, 1333:5, 1333:8 .

sidewalk 1332:17 .

sign 1241:17, 1326:24 .

signals 1278:8, 1278:22, 1278:23, 1279:14, 1279:15, 1279:20, 1280:1, 1280:2, 1281:4, 1281:5, 1282:22, 1283:14, 1283:16, 1297:3, 1297:8, 1297:9, 1303:17, 1319:22 .

signature 1308:19 .

signed 1308:18, 1326:15, 1327:16, 1328:24, 1331:3 .

significance 1243:4 .

significant 1269:8, 1271:20, 1333:25 .

silenced 1239:21 .

similar 1227:15, 1261:22,

1262:1, 1262:16, 1270:6, 1271:5, 1273:7, 1273:10, 1309:12, 1309:13, 1325:17 .

simple 1243:1, 1243:3, 1279:18, 1285:23, 1289:2, 1293:5, 1314:11 .

Simply 1244:14, 1246:6, 1246:7, 1247:2, 1268:4, 1277:17, 1278:5, 1279:10, 1281:1, 1324:7 .

simulation 1322:10 .

single 1229:3, 1245:18, 1245:21, 1253:20, 1259:1, 1276:16, 1284:24, 1290:10, 1292:7, 1294:23, 1294:25, 1295:2, 1295:11, 1296:11, 1299:13, 1300:11, 1304:13 .

sinister 1293:3 .

sir 1239:3, 1310:8, 1329:15, 1329:17 .

sit 1288:10, 1298:8, 1324:17 .

site 1279:14, 1282:8 .

six 1274:7 .

size 1254:22, 1268:22, 1326:6 .

skill 1252:11, 1252:14, 1252:16, 1253:2, 1259:9, 1260:23, 1260:24, 1260:25, 1261:4, 1261:14, 1261:20, 1262:3, 1262:9, 1263:10, 1263:22, 1264:15, 1264:25, 1265:2, 1265:5, 1265:22, 1266:6, 1283:1, 1283:4, 1300:25 .

sleight 1297:16 .

slide 1280:15, 1300:2, 1300:8, 1302:22 .

slipped 1317:22 .

slips 1333:10 .

slots 1279:11 .

small 1322:5 .

SMITH 2:12 .

smoking 1301:25, 1302:3, 1320:14 .

sneaky 1321:22 .

snippet 1298:3 .

sold 1250:8, 1270:10, 1273:12, 1323:13 .

sole 1241:1, 1242:6, 1242:7, 1314:16 .

solely 1246:3, 1269:15 .

solution 1275:6, 1283:20 .

Solutions 1:5, 1247:1, 1261:10 .

solve 1283:20 .

solved 1283:18 .

somebody 1320:22, 1333:4, 1333:8 .

Someone 1252:16, 1290:20, 1308:5, 1309:12, 1321:10 .

Sometimes 1246:13, 1247:9, 1254:2, 1255:18 .

soon 1324:5, 1324:8, 1324:15 .

sophisticated 1307:19, 1313:3 .

sophistication 1261:12 .

sorry 1227:10 .

sound 1320:9 .

speaking 1247:22, 1288:9 .

spec 1282:6 .

special 1245:23, 1270:14 .

specialty 1270:18 .

specific 1256:16, 1257:1, 1263:20 .

specifically 1250:2, 1276:7, 1278:7 .

specification 1262:23, 1263:4, 1263:7, 1263:11, 1263:14, 1263:19, 1263:20, 1263:22, 1264:2, 1264:14, 1279:9, 1279:12, 1281:18, 1281:25, 1282:2, 1282:4, 1282:6, 1282:9, 1282:23, 1286:20, 1287:5, 1300:15, 1300:18 .

specified 1286:13 .

speculate 1243:13, 1244:2 .

speculative 1267:4 .

spell 1263:19 .

spelled 1300:14 .

spend 1275:14, 1322:25 .

spending 1317:18 .

spent 1277:12, 1311:19, 1315:18, 1318:11 .

split 1238:24 .

spoke 1288:10 .

spokesman 1229:4 .

spokesperson 1229:4 .

sponsored 1316:25 .

SSB 1276:22, 1276:23, 1276:25, 1277:3, 1278:3, 1295:13, 1295:14, 1295:16, 1295:20, 1296:5, 1296:8, 1296:13, 1296:18, 1296:21, 1297:4, 1298:15, 1318:16 .

Concordance

Ssbs 1277:10, 1277:13, 1278:21,
1297:7, 1297:9.

ST 2:4.

stand 1242:15, 1242:22, 1245:2,
1290:11, 1290:17, 1291:6,
1308:13, 1312:21, 1315:2,
1317:3, 1317:5, 1319:13,
1319:17, 1322:8, 1326:5,
1328:20, 1331:8.

standard 1248:22, 1248:24,
1249:2, 1275:22, 1284:11,
1314:14.

standing 1316:13, 1325:16,
1332:16.

stands 1238:11, 1334:11.

start 1274:5, 1276:12, 1276:19,
1276:24, 1278:3, 1279:19,
1291:1, 1305:11, 1318:9,
1319:19.

started 1313:18, 1314:20.

Starting 1281:24, 1321:4.

state 1245:25, 1265:1, 1265:21,
1266:5, 1282:25.

statement 1241:3, 1314:20,
1315:13.

Statements 1241:8, 1242:21.

STATES 1:1, 1:25, 1249:18,
1249:21, 1250:1, 1250:6,
1257:8, 1259:20, 1259:22,
1260:1, 1322:12, 1325:21,
1325:22, 1325:24, 1326:1,
1335:7.

station 1277:9, 1279:1, 1282:7,
1282:11, 1282:12, 1282:15,
1282:16, 1285:14, 1286:9,
1286:21, 1286:22, 1320:25.

stations 1250:1, 1277:5,
1278:12, 1279:25, 1283:13,
1283:14, 1284:23, 1284:24,
1285:5, 1310:4, 1322:12,
1322:14, 1325:17.

statue 1275:24.

statute 1321:5.

step 1333:3.

steps 1258:25, 1332:15,
1332:16.

Steven 1310:17, 1313:9.

stood 1294:12, 1331:11.

stop 1313:7, 1313:9, 1313:10,
1313:11, 1313:12, 1332:17,

1332:18, 1332:21, 1332:25,
1333:13.

story 1317:13.

straight 1289:12, 1317:2,
1332:22.

straightforward 1289:2,
1314:11.

stray 1328:17.

STREET 1:44, 2:35.

strength 1286:3.

structure 1273:15.

structures 1254:22, 1263:25.

struggling 1318:11.

study 1322:8, 1322:13,
1322:16.

stuff 1293:3, 1310:20.

subject 1245:22, 1263:3,
1263:12.

submission 1228:19.

submit 1236:17.

submitted 1275:17.

subscribers 1282:11, 1282:16.

success 1271:1.

suddenly 1285:3.

sued 1326:1.

suffered 1266:24.

sufficient 1245:18, 1264:14,
1299:9.

suggest 1301:17, 1302:5.

suggested 1303:25.

suggesting 1266:17.

suggestion 1293:2.

suit 1325:21, 1326:3.

SUITE 2:4, 2:29.

sum 1273:15, 1330:16,
1330:22.

summary 1249:12.

SUMMERS 2:7, 1238:19, 1240:4,
1248:5, 1248:7, 1329:5.

SUNG 2:26.

supplied 1252:5.

support 1291:13, 1291:19.

supported 1290:22, 1315:4.

supposed 1227:18, 1301:2,
1306:12, 1306:16, 1306:20,
1307:3, 1307:7, 1307:12.

surprised 1320:4, 1332:15.

surprising 1280:24.

survey 1312:2, 1312:6.

sustained 1243:10.

swooped 1314:23.

sworn 1244:18, 1244:25.

sympathy 1325:5.

synchronization 1276:21,
1276:24.

synchronize 1319:6.

synchronizes 1318:23.

system 1260:15, 1277:1, 1277:2,
1278:14, 1278:18, 1278:20,
1278:24, 1279:3, 1279:6,
1280:4, 1296:14, 1298:19,
1301:24, 1313:14, 1313:15,
1319:6, 1319:7, 1319:11,
1320:19, 1321:1.

systems 1261:23, 1261:24,
1262:13, 1262:14.

.

.

< T >.

table 1254:19, 1254:20, 1254:21,
1277:23, 1277:25, 1278:1,
1297:14, 1297:19, 1321:21.

tabletop 1254:19, 1254:21,
1254:23, 1297:20.

tails 1315:13.

talked 1247:9, 1286:6, 1289:10,
1292:8, 1294:12, 1298:11,
1298:12, 1300:24.

talks 1285:18.

Taylor 2:10, 1229:20.

TDD 1250:2, 1275:5, 1275:7,
1275:10, 1276:12, 1278:7,
1278:9, 1279:10, 1279:16,
1283:18, 1284:23, 1297:24,
1297:25, 1298:1, 1298:4,
1298:9, 1298:15, 1299:24,
1310:24, 1315:15.

teach 1264:15, 1301:14,
1302:13.

teaches--that 1302:12.

tear 1317:6.

technical 1245:22, 1245:24,
1246:1.

Technically 1247:20.

techniques 1265:10, 1265:14.

technologically 1313:3.

technologies 1272:18, 1272:23,
1272:24, 1273:8, 1273:24.

technology 1253:3, 1261:12,
1264:7, 1270:6, 1273:2,

Concordance

1273:3, 1275:16, 1284:7,
1290:10, 1292:2, 1307:20,
1318:1.
telecom 1317:1.
telecommunications 1262:7.
tells 1277:10, 1305:20, 1321:4,
1321:5, 1323:14.
ten 1227:22.
tending 1270:1.
term 1252:10, 1270:23,
1280:25.
terms 1251:21, 1263:6, 1270:8,
1273:24, 1300:5, 1304:11.
territory 1270:9, 1270:17.
test 1320:16.
tested 1304:5.
testified 1245:5, 1245:20,
1278:19, 1281:7, 1290:4,
1293:10, 1293:18, 1293:24,
1295:22, 1301:20, 1302:17,
1315:2, 1317:3.
testified--excuse 1304:6.
testify 1244:20, 1293:21.
TEXAS 1:2, 1:12, 1:45, 2:14,
2:30, 2:36.
text 1251:10.
that--doctor 1279:24.
themselves 1229:19, 1246:15,
1251:13.
thereafter 1229:14.
they'll 1333:12.
They've 1275:24, 1283:6,
1314:12, 1314:13, 1323:1,
1323:10.
thinks 1302:11.
third 1307:16, 1312:22, 1321:25,
1323:2, 1323:9.
third-party 1308:9.
though 1247:22, 1256:3,
1257:13, 1259:3, 1263:16,
1280:22.
thousand 1322:14.
thousands 1292:3, 1313:4,
1316:1.
Three 1275:18, 1277:4, 1282:18,
1287:19, 1287:25, 1303:9,
1305:4, 1305:5, 1308:19,
1312:4, 1319:25, 1322:18,
1323:25.
three-minute 1314:5.

throughout 1247:17, 1248:3,
1249:19, 1249:23, 1252:13,
1259:23.
Thursday 1320:5.
tied 1284:21.
timeline 1316:22, 1317:11.
timetable 1279:10.
timing 1279:12, 1279:17,
1318:22, 1319:5, 1321:2.
tip 1276:1.
tips 1276:2.
today 1275:23, 1298:8, 1311:11,
1317:13, 1320:11, 1320:12,
1329:1, 1331:3, 1333:9,
1333:14.
together 1283:19, 1302:23,
1313:5, 1319:3.
Tolle 1238:2.
tons 1292:20.
took 1228:16, 1244:3, 1289:21,
1290:17, 1291:6, 1292:2,
1293:19, 1299:15, 1302:20,
1308:13, 1311:11, 1313:4,
1315:2, 1315:4, 1317:2,
1319:13.
top 1277:5, 1282:14, 1311:1.
topic 1305:12.
total 1288:1.
touch 1291:20, 1318:25.
touched 1292:19.
tower 1285:14, 1285:19.
Trademark 1259:22.
train 1313:9.
training 1245:23.
trains 1313:8.
transactions 1306:18, 1307:2.
transceiver 1280:8, 1280:10,
1280:11, 1280:25, 1281:10,
1285:16, 1285:22, 1286:7,
1286:8, 1286:16, 1286:23,
1286:24, 1286:25, 1287:1,
1319:15, 1319:22.
transceivers 1281:1, 1281:11,
1285:13, 1285:18, 1319:15,
1319:21.
TRANSCRIPT 1306:15, 1306:25,
1335:2, 1335:4.
transmission 1276:11.
transmissions 1278:11,
1278:13, 1279:1, 1279:13,

1281:8, 1282:21, 1284:24.
transmits 1282:16.
transmitted 1278:17, 1279:19,
1279:20, 1279:24, 1281:6.
transmitting 1282:17.
treat 1243:16, 1243:17.
treated 1251:14.
trials 1244:1, 1289:8, 1289:10.
tricks 1321:22.
tried 1296:8, 1310:6, 1314:11,
1316:12.
true 1247:8, 1247:9, 1254:18,
1291:7, 1292:22, 1303:20,
1305:17, 1325:18.
truly 1306:24.
Trust 1300:22, 1301:1, 1314:21,
1318:1, 1323:4.
truth 1243:2, 1244:6, 1248:19,
1249:1, 1289:13, 1289:25,
1290:17, 1309:20, 1316:8.
truthfully 1304:5.
truthfulness 1242:12.
truths 1314:14.
try 1288:25, 1289:2, 1311:16,
1316:20.
trying 1227:18, 1227:24,
1271:24, 1286:10, 1291:2,
1291:3, 1291:12, 1308:17,
1308:25, 1309:1, 1309:5,
1313:1, 1315:9, 1315:14,
1317:18, 1318:6, 1323:5,
1323:9.
tune 1317:9.
turn 1230:9, 1230:19, 1232:11,
1233:9, 1234:9, 1235:14,
1237:1, 1251:17, 1266:9,
1284:10, 1285:8, 1304:15.
turned 1290:6.
Turning 1230:5, 1231:4, 1231:8,
1231:20, 1232:3, 1232:7,
1232:15, 1232:19, 1233:14,
1233:18, 1233:22, 1234:19,
1234:24, 1235:20, 1235:25,
1282:24, 1284:20, 1330:2,
1330:8, 1330:16, 1331:2.
Two 1236:11, 1236:14, 1244:5,
1246:23, 1249:3, 1249:18,
1250:14, 1253:8, 1254:24,
1261:17, 1261:22, 1262:6,
1262:12, 1276:7, 1285:13,

Concordance

1285:18, 1294:7, 1295:19,
1298:19, 1298:20, 1298:21,
1298:24, 1309:2, 1312:12,
1315:13.
two-and-a-half 1313:1.
types 1244:5, 1246:7, 1246:23,
1254:24, 1261:9, 1326:4.
.
.
< U > .
ultimately 1311:21.
Ultra 1250:2.
unanimous 1241:14, 1241:16,
1241:24, 1325:14, 1326:23,
1329:25, 1331:7, 1331:12.
unanswered 1327:4.
unconditional 1313:20.
understand 1236:20, 1251:6,
1251:18, 1289:3, 1289:4,
1298:24, 1299:2, 1329:13.
understanding 1241:11.
understood 1252:10, 1253:2,
1259:8.
undivided 1240:22.
undue 1264:18, 1265:3, 1265:6,
1265:10, 1266:2, 1283:2.
unduly 1265:12, 1266:7,
1327:10.
UNITED 1:1, 1:25, 1249:18,
1249:21, 1250:1, 1250:6,
1257:7, 1259:20, 1259:22,
1260:1, 1322:12, 1325:21,
1325:22, 1325:24, 1326:1,
1335:7.
unless 1242:1, 1245:17, 1290:4,
1327:2.
unnecessary 1263:19.
unpatented 1268:16, 1268:20,
1269:5.
until 1320:5, 1324:18, 1327:1.
uplink 1279:11, 1303:18,
1303:21.
uplink/downlink 1303:14.
user 1283:13, 1283:14.
users 1277:3, 1278:8, 1278:12,
1278:23, 1279:21, 1280:3.
uses 1250:15, 1254:13, 1287:8.
using 1249:25, 1250:6,
1275:16.
usual 1229:3.

utility 1271:3.
.
.
< V > .
valid 1267:25, 1281:21, 1283:12,
1316:18, 1316:19, 1321:18.
validity 1259:21, 1259:25,
1275:19, 1281:13, 1287:20,
1298:23, 1298:24, 1299:4.
valuable 1228:15.
value 1268:15, 1268:19,
1268:25, 1269:2, 1269:3,
1269:6, 1269:15, 1270:20,
1271:11, 1273:11, 1273:14,
1285:6.
valuing 1307:16.
various 1235:21, 1243:22,
1331:18, 1331:19.
Venglarik 1293:16.
verdict. 1328:24.
versa 1262:18.
version 1228:14, 1228:25,
1235:8.
versus 1308:15, 1319:25,
1320:1.
viable 1232:24, 1266:10,
1272:21, 1284:12.
vice 1262:18.
video 1284:3, 1315:24.
videotape 1293:17.
viewed 1263:8.
visit 1288:16, 1332:21.
VOLUME 1:18.
voluntarily 1271:25.
vs 1:9.
.
.
< W > .
waffle 1310:7.
wait 1328:12.
walk 1332:15, 1332:22.
walked 1276:3, 1300:9,
1309:16.
wanted 1235:7, 1289:3.
wants 1313:19, 1318:8, 1318:9.
WARD 2:12.
warn 1274:24, 1288:2, 1305:5.
warning 1274:21, 1287:24,
1305:3, 1314:4, 1314:5.
warrants 1334:1.

watch 1288:11.
ways 1277:12, 1285:18, 1318:9,
1331:18.
week 1275:25, 1283:24,
1288:18, 1311:20, 1314:9,
1323:20, 1323:24, 1333:11,
1334:3.
weigh 1266:3.
weighing 1242:13.
weight 1242:8, 1242:23,
1243:20, 1247:10, 1314:17,
1327:12.
WEWATTA 2:4.
whatever 1333:11.
whatsoever 1332:21.
wheels 1254:23, 1277:24,
1278:1, 1297:19.
Whereupon 1240:10, 1324:10,
1324:24, 1328:11, 1329:11.
whoever 1229:15.
whole 1263:8, 1277:10, 1311:4,
1316:25, 1322:9.
whom 1270:9.
Wideband 1250:2.
Wifi 1285:19, 1286:8, 1286:11,
1286:14, 1286:24, 1286:25,
1318:7, 1318:8.
willing 1268:1, 1272:3, 1272:5,
1272:13, 1272:14, 1290:9,
1317:4.
win 1241:22, 1249:14, 1266:17,
1325:12.
winds 1299:13.
winging 1294:25.
winning 1332:10.
Wireless 1:12, 1247:12, 1250:7,
1261:24, 1262:14, 1275:6,
1283:19, 1318:10, 1320:2.
wished 1228:9.
within 1233:3, 1254:6, 1258:7,
1268:16, 1269:13.
without 1257:11, 1264:18,
1265:3, 1265:15, 1275:17,
1283:1, 1321:24, 1325:3,
1329:7.
witness 1242:14, 1242:15,
1242:17, 1242:20, 1242:22,
1242:23, 1243:1, 1243:11,
1243:13, 1244:18, 1244:19,
1244:20, 1245:2, 1245:5,

Concordance

1245:18, 1245:21, 1246:2,
1246:3, 1246:15, 1279:23,
1312:21, 1315:1.
witness--is 1245:25.
witnesses 1242:2, 1242:7,
1242:12, 1242:13, 1244:23,
1245:19, 1286:17, 1289:12,
1291:24, 1292:7, 1292:17.
WLAN 1286:23, 1286:24.
Wolff 1289:17, 1296:17,
1298:12, 1310:17.
women 1313:10.
wonder 1311:2.
word 1254:13, 1301:18, 1303:8,
1312:8.
wording 1243:12.
words 1251:9, 1252:3, 1253:5,
1253:12, 1253:19, 1254:6,
1263:18, 1263:25, 1266:23,
1300:14.
work 1261:22, 1262:13, 1275:5,
1283:19, 1283:25, 1284:6,
1284:17, 1285:2, 1285:12,
1285:18, 1286:18, 1291:15,
1292:25, 1313:10, 1315:20,
1316:6.
worked 1285:3, 1292:19,
1314:9, 1315:8, 1332:12.
working 1247:22, 1261:8,
1262:6, 1265:18, 1271:5,
1315:25, 1320:20.
works 1279:22, 1287:5, 1289:19,
1289:22, 1296:15, 1296:19,
1296:25, 1301:2, 1316:8,
1319:7, 1319:11.
world 1290:2, 1290:4, 1306:23,
1307:5, 1307:8, 1307:10,
1307:13, 1308:16, 1309:7,
1309:9, 1313:3, 1317:1,
1321:14, 1321:15, 1321:20.
worry 1297:14.
worse 1311:8, 1312:2, 1322:20.
worth 1307:17, 1309:20, 1320:9,
1325:17.
wound 1293:18.
Wow 1311:13.
wrap 1323:17.
write 1290:19, 1293:10, 1300:19,
1304:7, 1309:3, 1316:10,
1317:4.

writing 1327:18.
wrote 1300:20.
.
.
< Y > .
year 1290:6.
years 1261:17, 1261:22, 1262:6,
1262:12, 1274:7, 1290:19,
1291:17, 1294:19, 1302:18,
1302:21, 1302:25, 1308:4,
1308:22, 1308:23, 1312:12,
1315:17, 1316:7, 1320:21,
1332:5, 1332:13, 1333:3.
yellow 1297:13, 1300:15,
1311:3, 1311:5.
Yes. 1330:6, 1330:7.
yesterday 1227:5, 1228:8,
1237:23, 1280:14, 1290:12,
1303:13, 1320:4.
YORK 2:21.
you-all 1288:10, 1288:16,
1288:17, 1294:13, 1304:20,
1333:15.
younger 1315:3.
yourself 1281:11.
.
.
< Z > .
zoom 1311:5.