UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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COMMSCOPE TECHNOLOGIES LLC,
Petitioner,

v.

BELDEN INC.,
Patent Owner.

_____

Case No. IPR2023-01062
Patent 6,570,095 B2

_____

PATENT OWNER SUR-REPLY

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EX-1003	Excerpt of Inter Partes Reexamination No. 95/000,474 of U.S. Patent No. 6,570,095: Sept. 20, 2011 Action Closing Prosecution
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EX-1016	Electronic Wire & Cable - A Users' Guide: Performance and Selection, Section 5: Multiconductor Cables, AT&T (1987)
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EX-1029	G.F. Moore, Electric Cable Handbook, BICC Cables (3d. ed. 1997)
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EX-1031	Neil Sclater and John Markus, Electronics Dictionary, McGraw-Hill (6th ed. 1997)
EX-1032	S. Yonechi et al., Application of Spacer Forming Technique to Communication Cables, International Wire & Cable Symposium Proceedings (1980)
EX-1033	U.S. Patent No. 7,179,999
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EX-1071	Transcript from the May 21, 2024 Deposition of Charles Eldering, Ph.D. in IPR2023-01056
EX-1072	ANSI/ICEA Standard S-84-608-1994
EX-1074	REA Specification for Filled Telephone Cables with Expanded Insulation, Federal Register Vol. 58, No. 96. 5/20/1993
EX-1074	International Standard ISO/IEC 11801 (first edition corrected and reprinted 1995-07-15) (excerpt)
EX-1075	Excerpt from the File History of US Patent No. 6,570,095
EX-1076	*Belden v. Superior Essex*, Docket No. 226, Joint Statement of Facts
EX-1077	*Belden v. Superior Essex*, Belden's Supplemental Response to Interrogatories 6, 7, & 23
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EX-2002	Definition of "twisted pair" from Webster's New World Telecom

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	Dictionary, 2008
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EX-2004	Deposition Transcript of Kenneth Cornelison, March 6, 2024
EX-2005	U.S. Patent No. 4,800,236
EX-2006	U.S. Patent No. 4,340,771
EX-2007	Supplemental Declaration of Dr. Charles A. Eldering in Support of Patent Owner Response ("Eldering")
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EX-2009	English language translation of German Patent No. 297,19,866 U1 used in the *Superior Essex* litigation, *Belden Technologies, Inc. v. Superior Essex Inc.*, Case No. 08-0063-SLR
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I. INTRODUCTION

In its Response (Paper 19), Patent Owner ("PO") detailed how the post-institution record confirmed that the challenged claims were neither anticipated, nor obvious. PO demonstrated that none of the primary references disclose or suggest the missing "twisted pair" claim limitations, let alone even mention the word "twisted pair," thus rendering all of Petitioner's other assumptions and alleged conclusions about those references fundamentally deficient. Since none of Petitioner's new and unsupported theories in its thirty-one page Reply brief (Paper 29) and in its ***sixty-two page*** supplemental expert declaration refute the evidence PO presented in its Response, Petitioner failed to establish that any claims are unpatentable.

II. THE CHALLENGED CLAIMS ARE NEITHER ANTICIPATED, NOR OBVIOUS.

A. PO's Expert Is At Least A POSITA

While Petitioner attempts to criticize the industry experience of PO's expert (Dr. Eldering), Petitioner never alleged that Dr. Eldering was not qualified to opine from the perspective of a POSITA, nor objected under 37 C.F.R. § 42.64(b) to any testimony presented in Dr. Eldering's declarations. While the parties' proposals for a POSITA both require a bachelor's degree in electrical engineering, Dr. Eldering has a Ph.D. in electrical engineering, and Dr. Eldering also testified regarding his

significant industry experience with twisted pair data cables.[1] EX-2001 ¶¶12-15, Appendix A (CV) 1; EX-1070 201:1-202:7. Dr. Eldering's education and experience meet or exceed the qualifications of a POSITA.

B. Regarding Grounds 1, 2, 5, And 6 Involving Roberts, Petitioner's Erroneous Inherency Theories Failed To Establish That Roberts Discloses Or Renders Obvious The "Twisted Pair" Claim Limitations.

1. Roberts' Mere Recitation Of The Term "Pairs" In the Abstract Cannot Satisfy the Requisite Necessarily Present Standard Regarding the "Twisted Pairs" Claim Limitations At Issue.

Roberts never uses the words "twisted pairs," and only recites the word "pairs" in the Abstract. On cross-examination, Petitioner's expert (Mr. Cornelison) admitted that the term "pair" in the data communications context as in Roberts does ***not*** always or necessarily refer to a "twisted pair." EX-2004 92:22-93:14, 66:21-67:16. PO also showed how U.S. Patent No. 4,800,236 ("Lemke") (EX-2005) taught several shortcomings of twisted pair communication cables that were known to a

[1] Because Petitioner's own proposal for a POSITA acknowledges that an "individual with a master's degree in electrical engineering would require less industry experience (*e.g.*, 1-2 years)," it is undisputed that Dr. Eldering's Ph.D would reduce the required industry experience.

POSITA, distinguishing such "twisted pair cable" from that of "***standard*** cables."[2] Lemke 1:47-54 ("Twisted conductor pairs result in an overall diameter of the twisted pair cable that is significantly larger than that of ***standard*** cables. Such a twisted pair cable can range from twenty to fifty percent larger than a ***standard*** cable depending upon conductor size and the number of conductors"); Eldering ¶151.[3] Lemke therefore taught a ***standard*** data communications cable that utilizes pairs of conductors, but which specifically and intentionally did ***not*** use twisted pairs. Accordingly, a POSITA would understand that Roberts' use of the term "pairs" in the Abstract does not mean that Roberts ***necessarily*** discloses "twisted pairs." Eldering ¶¶151-158.

Stuck with the fact that Roberts fails to even mention the term "twisted pairs," Petitioner instead cherry-picked a number of extraneous publications as allegedly demonstrating that "conventional" telephone cables use twisted pairs. Reply 3-4. But Roberts was filed in 1968, and nearly all of those publications post-date Roberts by ***decades***. *See* EX-1017 5 (1995); EX-1019 1 (1992); EX-1023 1 (1991); EX-

[2] Unless otherwise noted, all emphasis is added.

[3] "Eldering" refers to the Declarations of Dr. Charles A. Eldering in Support of (i) the PO Preliminary Response (EX-2001 ¶¶1-116) and (ii) the PO Response (EX-2007 ¶¶117-195).

1024 1 (1979); EX-1029 3 (1997). *See also* EX-1016 14 (1987); EX-1018 2 (1992). And in reality, what those references taught long after Roberts was filed, in a field of art that was rapidly advancing into the digital age at that time, says nothing as to what Roberts was actually disclosing when filed back in 1968.

Petitioner and its expert also relied on several alleged standards documents. But like the other publications, each of those standards was published ***decades*** after the filing of Roberts: EX-1072 3 (1995); EX-1073 1 (1993); EX-1074 1 (1995); EX-1079 1 (1995). Tellingly, Petitioner's expert on cross-examination was unable to identify a single telecommunications standard from the time of Roberts' filing that required the use of twisted pairs. EX-2013 33:16-35:4. But while none of these extraneous publications and standards establish that Roberts discloses twisted pairs, they do make one thing crystal clear—unlike Roberts—when those references described "twisted pairs," they all specifically used the term "twisted pairs," instead of merely "pairs."

2. Roberts Teaches Shielding Straight-Line Conductors To Improve Near-End Crosstalk, Not Using Twisted Pairs To Improve Far-End Crosstalk As Wrongly Assumed By Petitioner.

While Petitioner alleges that interpreting Roberts as disclosing straight-line conductors does not make sense, Petitioner's expert admitted that "[o]ne way a signal could be transmitted was via a single wire, called unbalanced transmission." Reply 6; EX-1081 ¶27. Moreover, Petitioner's entire theory is based on its expert's

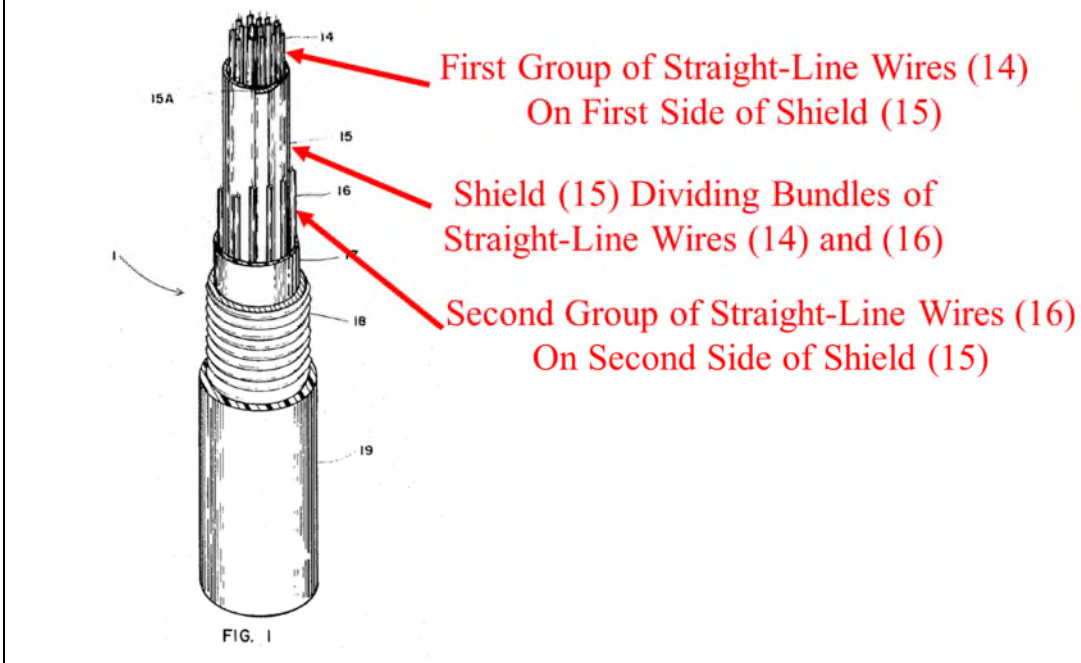
made-up and unsupported "far-end crosstalk" theory that is admittedly not actually taught by Roberts alone or in combination with any other prior art relied upon in the Petition. As Petitioner's expert admitted, near-end crosstalk occurs between conductors transmitting in opposite directions, while far-end crosstalk occurs between conductors transmitting in the same direction. EX-1081 ¶¶34-35, 67. Roberts' teachings are specifically directed to improving ***near-end crosstalk*** between straight-line conductors transmitting in opposite directions, ***not far-end crosstalk*** between twisted pairs of conductors transmitting in the same direction, as Petitioner theorizes. Roberts 1:13-23; *see also* 12:71-13:9; Fig. 24; Eldering ¶102. In fact, Petitioner's expert admitted that Roberts "does not talk about" far-end crosstalk between conductors transmitting in the same direction. EX-1081 ¶35. Yet Petitioner's criticism of Dr. Eldering's analysis is based on the made-up proposition that a POSITA would understand Roberts to disclose twisted pairs because twisted pairs would lower ***far-end*** crosstalk, a concept never mentioned in Roberts. Petitioner's theory assumed that even though Roberts never mentions either twisted pairs or far-end crosstalk, a POSITA would nonetheless understand Roberts as necessarily disclosing twisted pairs because a POSITA would—out of whole cloth—understand Roberts as necessarily disclosing the use of twisted pairs in order to address ***far-end*** crosstalk. Petitioner's theory is wrong.

Dr. Eldering testified how the Roberts solution effectively improved near-end

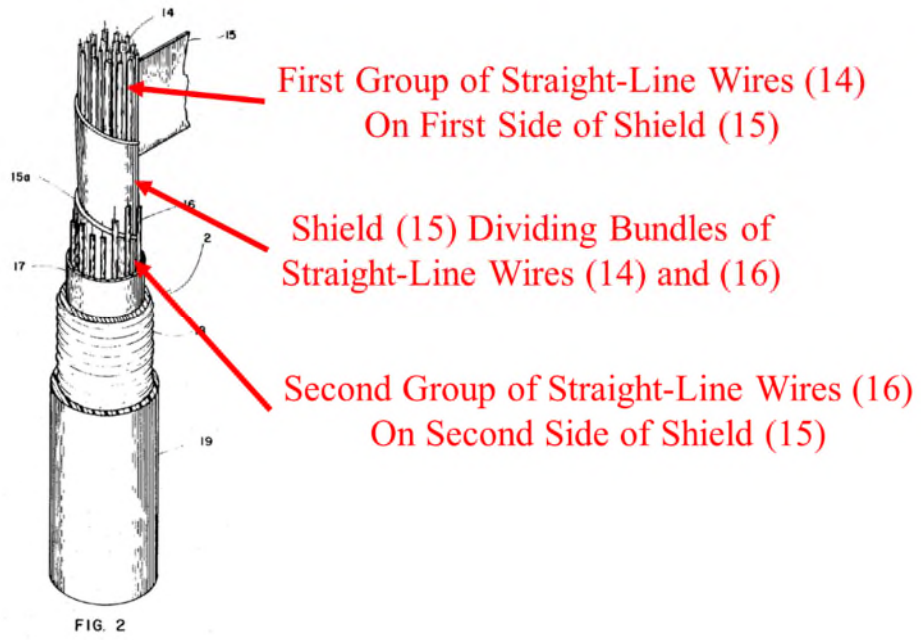
crosstalk using a metallic shield to separate groups of straight-line conductors. Eldering ¶¶102-103, 152; EX-1070 156:5-158:14. And Petitioner's expert agreed that "***[n]ear-end*** crosstalk ***between the groups*** [conductor bundle (14) and conductor bundle (16)] transmitting in opposite directions was reduced by the shield 15." EX-1081 ¶36 (emphasis in original). A POSITA would therefore understand that Roberts utilizes a ***shield*** to improve near-end crosstalk precisely because the conductors are individual, untwisted conductors and ***not*** twisted pairs forming a balanced transmission line. Eldering ¶¶51-52, 165.

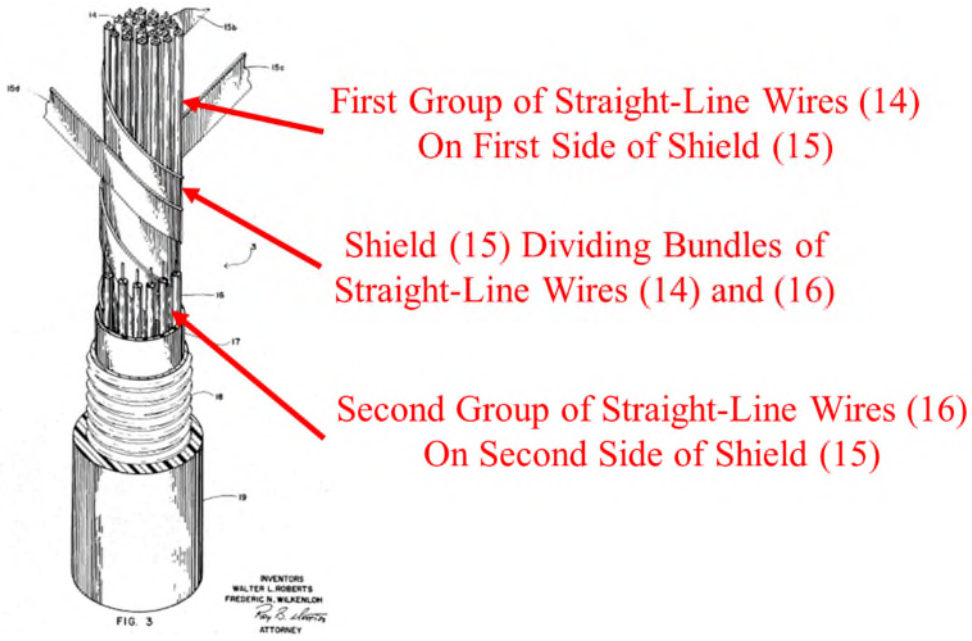
FIGS. 1, 2 and 3 of Roberts illustrate the use of ***individual straight-line wires*** that are ***spaced-apart*** in each of the disclosed conductor bundles (14) and (16)—*i.e.*, ***not*** "twisted":

Roberts FIGS. 1, 2 and 3 (annotated)



Roberts FIGS. 1, 2 and 3 (annotated)





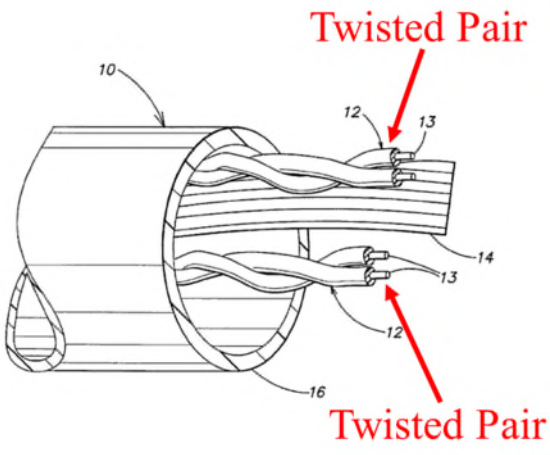
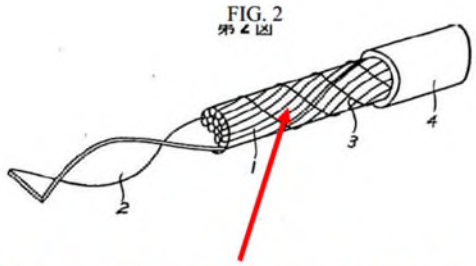
Eldering ¶¶45-49, 147-148, 159-162. This solution, which isolates straight-line conductors within conductor group (14) transmitting in one direction from straight-line conductors in group (16) transmitting in the opposite direction using metallic

shield (15), is how Roberts achieves the improvements in near-end crosstalk reduction it describes in relation to FIG. 24. Eldering ¶¶46-54, 108-109; Roberts 12:71-13:9; Fig. 24. Roberts thus fails to disclose twisted pairs, nor would the use of twisted pairs in Roberts be obvious.

C. Regarding Grounds 7 and 8 Involving Yanagita, Petitioner's Erroneous Inherency Theories Failed To Establish That Yanagita Discloses Or Renders Obvious The "Twisted Pair" Claim Limitations.

1. Petitioner Ignored PO's Proper Claim Construction And Failed To Show How Yanagita Discloses Twisted Pairs Under That Construction.

Like Roberts, the words "twisted pair[s]" ***never appear*** in the English translation (EX-1012) of the underlying Japanese language Yanagita patent application. And admittedly, Yanagita never even mentions the reduction of crosstalk in a cable. EX-2004 127:14-21; EX-2013 145:18-146:6. The fact that individual wires are "twisted together" (as the wires in FIG. 2 of Yanagita are shown), does not teach or instruct a POSITA that the individual conductors are "twisted together around one another to form a balanced transmission line," as shown in FIG. 4 of the '095 Patent:

’095 Patent FIG. 4 (annotated) – Twisted Pairs	Yanagita FIG. 2 (annotated) – Twisted Cable
	 “insulated wires are twisted together, laid divided onto both sides of a core material 2” Yanagita 1 (col. 1).

Eldering ¶¶65, 147-148, 170-171. Instead, Petitioner and its expert ran from PO’s claim construction and ignored the issue claiming “it does not go to a controversy.” Reply 1. But that is a fatal flaw in Petitioner’s theory—Petitioner and its expert failed to explain how the disclosure in Yanagita discloses the twisted pair claim limitation under PO’s construction, which Petitioner’s expert ***admitted*** is consistent with the ordinary meaning of the term “twisted pairs.” EX-1081 ¶10. Petitioner and its expert identified two potential constructions: (i) the Board’s preliminary construction in the Institution Decision, and (ii) Dr. Eldering’s from his supplemental declaration. Reply 1, EX-1081 ¶¶9-10. But while making the conclusory statement that his analysis would not change under either construction (EX-1081 ¶11), Cornelison on cross-examination refused to explain ***why*** the two constructions are allegedly “consistent,” and admitted that he failed to provide any

analysis of how either construction would result in the same conclusion. EX-2013 39:8-80:9, 80:19-81:6. Simply twisting a group of wires along the longitudinal axis of the cable does not form "twisted pairs" as claimed, and Petitioner failed to explain how Yanagita discloses this limitation. Eldering ¶¶65-67.

2. Petitioner's Cherry-Picked, Out-Of-Context Snippets From Yanagita Fail To Disclose "Twisted Pairs."

As an initial matter, Yanagita was filed in 1965, and the same publications and standards Petitioner relied on to try to show that the use of twisted pairs in a communications cable was standardized or otherwise mandated in relation to Roberts likewise fail to show the same for Yanagita, as discussed *supra*. EX-1012 1; EX-1081 ¶64.

Moreover, while continuing to allege that Yanagita discloses twisted pairs, Petitioner and its expert tried to hedge their bet by resorting to a new and belated theory that is based on their admission that Yanagita discloses straight-line wires after all. Reply 21-22; EX-1081 ¶¶59-61. While both parties now ***agree*** that Yanagita discloses straight wires that are twisted around a core material, what Yanagita fails to teach or suggest are the "twisted pairs" limitations at issue. Yanagita never uses that term, and the ambiguous English translation of the Japanese language Yanagita in EX-1012 is admittedly far from clear. In fact, on cross-examination, in response to the question "[i]s there anything in Exhibit 1012 that

isn't perfectly clear, in your opinion"—which tellingly did not even mention stranding or twisting—Petitioner's expert admitted that:

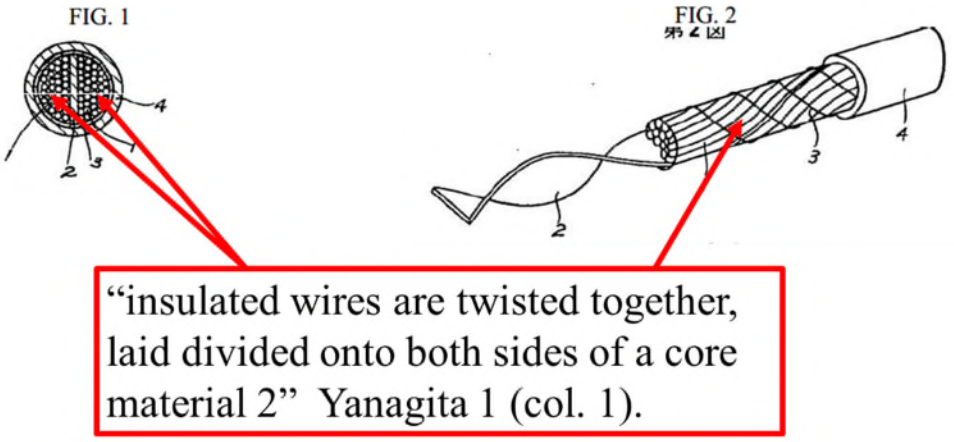
> There are terms used, ***particularly "stranding" and "twisting,"*** that are, I would say in my view, ***difficult to translate consistently*** across languages with different meanings and different contexts. . . . I do not know if Dr. Warren Smith [the translator] is someone skilled in the art of wire cable … But there are terms here used in the cable industry that would need close attention as you read the English translation.

EX-2004 121:9-122:2.

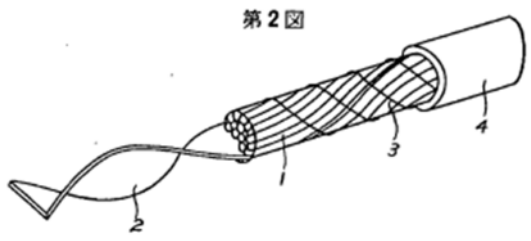
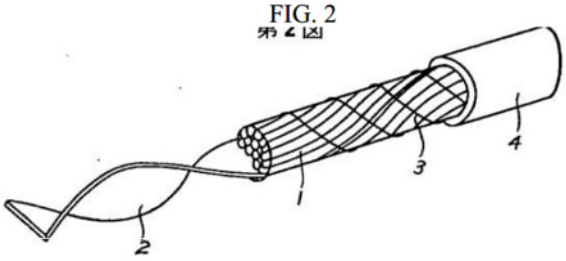
To try to support their new theories, Petitioner and its expert embarked on an extraneous and cherry-picked English diction journey regarding the ambiguous English translation of Yanagita. But that journey—much of which is based on the single word "or"—improperly relied upon speculative hindsight reasoning. For example, Petitioner relied on the expanded phrase "1 is an insulated wire ***or*** that wherein insulated wires are twisted together, laid divided onto both sides of a core material 2." Reply 22 (EX-1012 column, upper cite (emphasis omitted)). But in reality, the cited language states that element (1) is an insulated ***wire***—meaning a single insulated wire—***or*** insulated wire***s***—meaning more than one wire. The remainder of the phrase, as PO and its expert explained in the Response, merely explains how the two groups of insulated wires are laid on opposite sides of the core material (2) and collectively twisted along the surfaces of the core material in a

longitudinal direction, as is clearly shown in FIGS. 1 and 2. Eldering ¶¶74-76.

Yanagita FIGS. 1 and 2 (annotated)



In fact, the first part of the cited phrase, which Petitioner ignored entirely, specifically points to the illustrations in FIGS. 1 and 2, stating: "Explaining this for an ***illustrated embodiment*** . . .." Yanagita 1 (col. 1). Although the English translation in EX-1012 is ambiguous, the illustration of the invention in FIG 2 is identical between the Japanese patent application in EX-1056 and the translation in EX-1012:

Yanagita FIG. 2 (EX-1056)	Yanagita FIG. 2 (EX-1012)
	

And while Petitioner and its expert tried to parse the ambiguous English translation

of Yanagita, they wholly ignored FIG. 2, which depicts the "alternatingly ***twisted cable***" in which all of the conductor wires (*i.e.*, strands) are twisted together and running along the surfaces of that twisted core. FIG. 2 does not depict two insulated wires being twisted together around one another to form a balance transmission line.

Furthermore, the remainder of the paragraph in which the cited phrase is found goes on to further clarify how the twisting of the insulated wires occurs with the laying of the insulated wires along the sides of the twisted core, ***not*** the twisting of the wires together around one another to form a balance transmission line:

> ***In laying the insulated wires, while twisting depending on the direction of the surface***, in proximity to both surfaces of the core material that is obtained in this way, the core material may be twisted reciprocatingly by a guide hole that is provided in the center of a revolving plate, and the revolving plate may be rotated reciprocatingly, to match the twist of the core material …

Yanagita 1 (col. 2). The twisting of the insulated wires therefore occurs with the laying of those wires along the twisted core, as Dr. Eldering explained, and as clearly illustrated in FIGS. 1 and 2. Eldering ¶¶65-67. Petitioner wrongly and misleadingly stated that Dr. Eldering testified the "or" in the cited sentence (*i.e.*, "1 is an insulated wire ***or*** that wherein insulated wires are twisted together, laid divided onto both sides of a core material 2") was redundant. Reply 23. But the transcript makes it clear how he was specifically being asked about a ***different***, single instance of the word

"or" that appears in a different part of Yanagita. EX-1070 205:1-22. The only thing "not credible" here, as Petitioner alleged, is Petitioner's attribution of testimony to Dr. Eldering that does not exist.

For the first time, Petitioner's Reply also belatedly relied on a new citation to Yanagita not relied on in the Petition or in Cornelison's first declaration. Reply 22 (EX-1012 column, second cite ("alternatingly twisted cable wherein a large number of insulated wire strands, or that wherein the insulated wire strands are twisted together, are laid, while twisting along the surfaces") (emphasis omitted)). But that language, and the paragraph in which it is found, simply summarizes the teachings found in the first citation and related paragraph, as discussed *supra*. As Dr. Eldering testified, noting "that the grammar may be awkward," the translation in EX-1012 here introduces "the first invention," and then provides "a further description of the first invention" with additional detail. EX-1070 203:5-208:5. Dr. Eldering never testified that the "or" was "redundant," as Petitioner erroneously alleged. *Id*. In fact, when asked "[s]o you read that or clause as just redundant of what is already stated in the sentence; is that accurate," Dr. Eldering responded "***[t]hat is a mischaracterization of what I've stated***, but I'll be glad to explain it again if that's helpful to you." EX-1070 207:10-208:10.

Petitioner's expert admitted, "a large number of insulated wire strands" means a large number of insulated wires. EX-2013 138:19-139:12. And the only

"twisting" described or depicted in Yanagita is the twisting of the wire bundles along the contoured sides of the core material, which is repeatedly described and shown in the Figures. Here again, Petitioner's second citation fails to teach or suggest "twisted pairs" as properly construed.

Additionally, Petitioner's expert cited to an expanded, awkwardly worded third citation in Yanagita to try to support its made-up twisted pair theory:

> There is trend to often using, as communication cables, so-called "alternatingly twisted cables," wherein that wherein a large number of strands of insulated wires or pairs thereof or quad strands, or units thereof, are twisted together so as to reverse the direction of twisting thereof with given periodicity.

EX-1081 ¶61. But as PO showed in its Response, that citation is merely describing extraneous and contrasting prior art. Response 36-39. Petitioner's comment that the language appears under a heading "Detailed Explanation of the Invention" is of no merit since no section titled "Background of the Invention" exists. And as PO and its expert demonstrated, the citation merely describes well-known, prior art cables in which individual straight-line conductors, or pairs of those conductors, or quads of those conductors, or other "units thereof" are all twisted together along the longitudinal axis of the cable in an alternating manner that periodically reverses the direction of that cable twisting. Response 36-39.

Petitioner's expert also admitted that "a strand of wire" can mean an

individual wire. EX-2013 137:14-138:6. Furthermore, the language cited in Yanagita (*i.e.*, "a large number of insulated wire strands") does ***not*** recite "a large number of strands of insulated wires or ***stranded*** pairs thereof or ***stranded*** quad, or ***stranded*** units thereof." In fact, nothing about the cited language teaches a POSITA that any of the individual insulated wires that make up the "large number of strands of insulated wires" are twisted together, other than how they are ***all*** collectively twisted together along the length of the cable as in the prior art. EX-2013 140:12-141:7 (admitting that "twisting together so as to reverse the direction of twisting" refers to twisting all of the components of the cable").

Petitioner and its expert further belatedly attempted to expand the record and looked to a prior, uncertified translation of Yanagita in EX-1055 for support, citing entire passages not relied on in either the Petition or Cornelison's initial declaration. *Compare* Pet. 65-66 with Reply 22; EX-1007 ¶¶257-258 with ¶61. In its Response, PO objected to Petitioner's reliance on EX-1055 based on inadmissibility grounds. Response 31; 37 C.F.R. § 42.63 and 37 C.F.R. § 42.61 (stating that a certification of the translation "***must***" be filed, and if not, the uncertified translation is "***not admissible***"). The translations in EX-1012 and EX-1055 are admittedly different. EX-2013 132:12-133:3. But despite these differences, PO's arguments regarding EX-1012 apply with equal weight to EX-1055. And neither Petitioner nor its expert explained why EX-1055 provides more clarity to the issues than EX-1012 on which

the Petition is based. On cross-examination, Petitioner's expert was unable to establish which translation is truer to the original Japanese language, and did not know if either of the translators was a POSITA sufficiently skilled in the art to be able to understand the Japanese language disclosure and translate it correctly into English. EX-2013 133:16-135:6.

Finally, Petitioner also wrongly stated that PO agreed in prior proceedings that the previous, uncertified translation of Yanagita discloses twisted pairs. PO ***never*** did so. Petitioner's only evidence—out of ***thousands*** of pages from that prior proceeding—is one snippet taken out of context from a single sentence that paraphrases the language in Yanagita, stating: "JP 15470 discloses an alternately stranded cable comprising stranded pairs and a core material of which a plate body is formed such that the facing of its surface becomes changed into a reciprocatingly twisted state, as shown in Figure 2." EX1077 48. This in ***no way*** admits that Yanagita discloses "twisted pairs," and certainly does ***not*** admit that they are two wires twisted together around one another to form a balanced transmission line. As discussed *supra*, Yanagita in reality discloses how it is an "alternatingly twisted cable" in which the straight-line wires are twisted and laid along the twisting contour of the core material, as shown in FIG. 2. Petitioner's insinuation here that PO did not dispute the twisted pair elements is a red herring as PO was free to argue different elements at the time based on the arguments and art presented in that proceeding.

See Salazar v. Procter & Gamble Co., 414 F.3d 1342, 1347 (Fed. Cir. 2005) (finding silence during prosecution is not acquiescence). PO's statements are not inconsistent.

D. Regarding Grounds 3, 4, 5 And 6 Involving GmbH-866, Petitioner's Erroneous Inherency Theories Failed To Establish That GmbH-866 Discloses Or Renders Obvious The "Twisted Pair" Claim Limitations.

1. PO's Previous Statements Concerning GmbH-866 Were Based On A Substantively Different, Uncertified Translation.

Petitioner points to statements made by PO during previous litigation and reexamination proceedings concerning GmbH-866. But those statements were directed towards an uncertified and substantively different translation of the German language GmbH-866 reference that was at issue in those proceedings (EX-1057).

Petitioner could have had the prior uncertified translation of GmbH-866 in EX-1057 certified, but failed to do so. Instead, Petitioner filed a new, certified translation of GmbH-866 for these proceedings (EX-1010). But contrary to Petitioner's erroneous speculation that differences in those translations "are immaterial" (Reply 14), the new translation filed by Petitioner in EX-1010 contains substantive differences that confirm that GmbH-866 does not disclose twisted pairs. In light of that new evidence, PO's expert, who is not the same expert who opined in the prior proceedings regarding EX-1057, reached different conclusions regarding what a POSITA would understand reading the certified translation of GmbH-866 in

EX-1010. Petitioner's made-up translation theories are wrong.

In fact, the translation from the reexaminations (filed by Petitioner as EX-1057) is the ***same*** as that used in the prior litigation. *Compare* EX-1057 with EX-2009 (the GmbH-866 translation used in the prior litigation):

Reexam's Uncertified Translation (EX-1057)	**Litigation's Uncertified Translation (EX-2009)**	**Petitioner's Certified Translation (EX-1010)**	**Substantive Difference Between Translations**
"An invention-specific data transmission cable . . . has four pairs 1 of ***insulated***, stranded copper conductors 2 or cants." (marked p. 4)	"An invention-specific data transmission cable . . . has four pairs 1 of ***insulated***, stranded copper conductors 2 or cants." (p. 3)	"A data transfer cable . . . comprises four pairs 1, each consisting of two ***isolated***, stranded copper conductors 2 or wires." (marked p. 3)	"***isolated***" in the certified translation teaches that the conductors are not twisted together

Reexam's Uncertified Translation (EX-1057)	Litigation's Uncertified Translation (EX-2009)	Petitioner's Certified Translation (EX-1010)	Substantive Difference Between Translations
"***The stranding of pair 1*** can consist of a so-called helix stranding or an SZ stranding (alternating right-left stranding) .[sic]" (marked p. 4)	"***The stranding of pair 1*** can consist of a so-called helix stranding or an SZ stranding (alternating right-left stranding) .[sic]" (p. 3)	"***The stranding of <u>the</u> pair<u>s</u> 1*** can consist in what is known as a helix stranding or in an SZ stranding (alternating, right-left stranding)." (marked p. 3)	"stranding of ***<u>the</u> pair<u>s</u> 1***" (plural) in the certified translation teaches collective stranding of the pairs together rather than stranding a single pair

Critically, Belden's previous expert in the prior litigation (Dr. Horenstein) ***relied on the very line cited above*** in EX-1057 and its particular use of the word "stranding" in context to determine that the translation at issue in the litigation disclosed twisted pairs:

> The '866 Patent discloses stranding of the individual conductors to form each twisted pair, and specifically discloses using "SZ" stranding. ***The '866 Patent states that "the stranding of pair 1 can consist of a so-called helix stranding or an SZ stranding."*** <u>See</u> (translation of the '866 Patent at ¶ 3, p. 3).

EX-2012 ¶334.[4] As shown, that very language was ***changed*** in EX-1010. Far from being "immaterial" or a "red herring" as Petitioner speculates, the change of wording from "[t]he stranding of ***pair 1***" (*i.e.*, pair 1 itself is stranded) in EX-1057 to "[t]he stranding of ***the pairs 1***" (*i.e.*, the pairs 1 are collectively stranded) in EX-1010 is substantive and dispositive. PO's previous expert relied on the uncertified translation in EX-1057, while PO's current expert relied on the certified correct and substantively different translation in EX-1010 and interpreted the revised language to mean that the pairs are collectively stranded, not that this—or anything else in GmbH-866—discloses twisted pairs. There is no sleight of hand here, as Petitioner insinuates, there is only new and clarifying evidence in EX-1010, which Petitioner itself provided.

While the certified translation of GmbH-866 in this IPR clearly demonstrates that the reference does ***not*** teach twisted pairs, as the reexamination Examiner noted, "the teachings in GmbH '866 [in the uncertified translation (EX-1057) which is the same uncertified translation in the prior litigation (EX-2009)] . . . are ***unclear and confusing***." EX-1006 at 11. The new certified translation (EX-1010) resolved the ambiguities in the prior translation—GmbH-866 does not disclose twisted pairs.

[4] The Board authorized the filing of EX-2012 in the August 8, 2024 conference call.

Tellingly, EX-1057 is not cited, relied on, or discussed in any way in the Petition or Cornelison's first expert declaration (EX-1007), except for the Exhibit List and Materials Considered, respectively. Now, for the first time in its Reply, Petitioner improperly cites to and quotes the uncertified translation (EX-1057) several times to try and rebut PO's arguments. Reply 14-15. Under 37 CFR § 42.63 - Form of evidence, "[w]hen a party relies on a document or is required to produce a document in a language other than English, a translation of the document into English ***and an affidavit attesting to the accuracy of the translation must be filed with the document***." Petitioner failed to do so.

2. "Stranded Copper Conductors" In GmbH-866 Do Not Necessarily Teach "Twisted Pairs."

Like Roberts and Yanagita, the words "twisted pair" never appear in GmbH-866. And also like Roberts, GmbH-866 separates conductors using a metallic shield, as Cornelison admitted (EX-2004 157:2-158:9, 190:13-191:9), with such a shield improving crosstalk precisely because the conductors are individual, untwisted conductors and ***not*** twisted pairs forming a balanced transmission line.

Faced with this reality, Petitioner alleged that "[s]tranded was understood to mean 'twisted'." Pet. 43. But on redirect by Petitioner, Petitioner's expert admitted that "stranded" can mean different things in different contexts. EX-2004 213:3-214:2 ("I know stranding . . . as a verb, or 'stranded,' to mean ***stranded copper***

conductors where you have fine filaments making up an overall larger conductor."). The first citation in GmbH-866 on which Petitioner's argument is based ("four pairs 1, each consisting of two isolated, stranded copper conductors 2 or wires") is ***not*** referring to twisted pairs as claimed. Instead, it refers to how the conductor pairs in GmbH-866 merely consist of either ***stranded*** copper conductors, or ***solid*** wires. Pet. 43; Eldering ¶80.

Contrary to Petitioner's and its expert's unsupported allegations, a POSITA would understand that, in the context of GmbH-866, a "stranded copper conductor" merely refers to a particular ***type*** of wire composition. Eldering ¶80. In fact, Petitioner now agrees with PO and ***admitted*** that GmbH-866 discloses each of the disclosed pairs consists of two conductors, and that those conductors can be either stranded copper conductors, or solid wire: ". . . ***the conductive portion of each member of the pair can be either solid copper*** . . . ***or multi-filament wire*** . . . ." Reply 20.

In its Reply, Petitioner attempted a word-by-word parsing of two snippets from the translation of GmbH-866 in EX-1010 in an attempt to try and support its position, and reached the conclusion that "'stranded,' 'isolated,' and 'copper' ***all modify each*** of the 'conductors or wires' options that follow." Reply 16. But Petitioner's theory fails to account for the glaring fact that GmbH-866 repeatedly discusses conductors ***or*** wires, and Petitioner failed to explain or provide any

evidence regarding why GmbH-866 in EX-1010 discusses alternative "conductors ***or*** wires" if "'stranded,' 'isolated,' and 'copper' all modify each of the 'conductors or wires'," as Petitioner alleges. Petitioner's interpretation not only contradicts its own admission that GmbH-866 discloses that each of the disclosed pairs consists of two conductors, and that "each member of the pair can be either solid copper . . . or multi-filament wire" (Reply 20), but it would also improperly render the words "conductors" and "wires" redundant, which they are not.

Dissatisfied with the certified translation of GmbH-866 in EX-1010 that Petitioner itself commissioned, Petitioner assumed the role of professional translator and attempted to conduct its own *ad-hoc* translation using two newly introduced German-English dictionaries. Reply 19-20. Tellingly, Petitioner's expert failed to opine on this new material, and the exercise hardly clarified anything, as other definitions in those same documents do not support Petitioner's theories. For example, the German term "litzen" can also mean "cable conductor," not a braided wire or stranded conductor as Petitioner asserted, while "leitern" can refer to the constituent copper wires or conductors, which are further modified by "verseilten" to indicate that those wires or conductors are twisted, *i.e.*, a single stranded conductor:

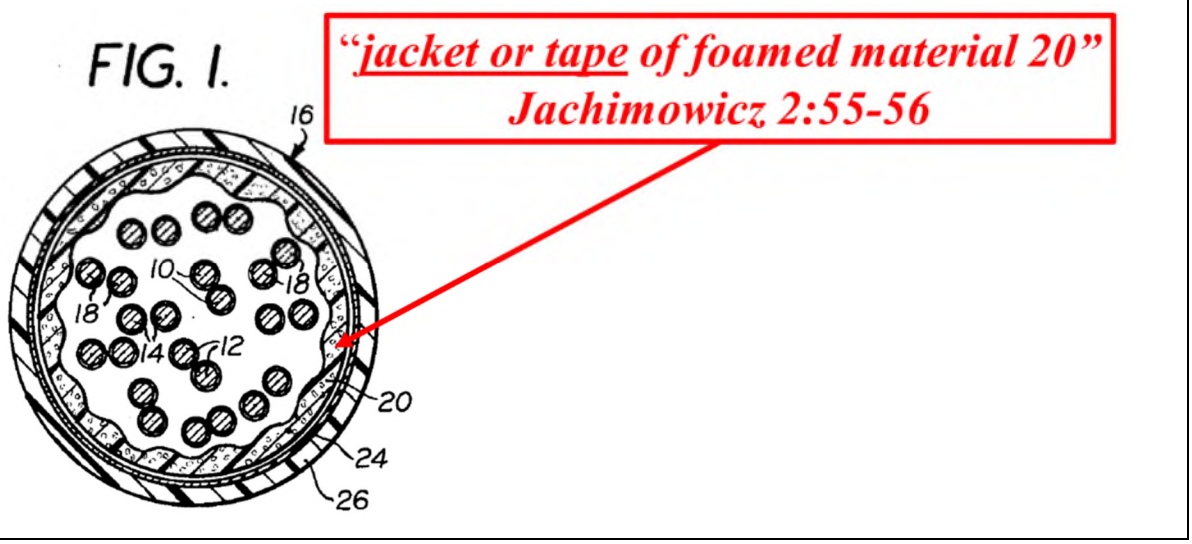
GmbH-866 Term (EX-1010)	Additional Definitions
"litzen"	EX-1067 8: • Litzenkabel: <Elektrotech> flexible cable EX-1068 9: • Litze: cable conductor
"leitern"	EX-1067 7: • Leiter: <Elektriz, Elektrotech> conductor, wire, core EX-1068 7: • Leiter: conductor, conduit, core of a cable
"verseilten"	EX-1067 9: • Verseilen der Fasern: <Telekom> stranding of the fibers EX-1068 10: • Verseilter Draht: twisted wire

Petitioner's theories are nothing more than unsupported attorney argument, and there is no clear, unambiguous interpretation of the German language phrases Petitioner analyzed by inserting cherry-picked definitions of selected words similar to, but not the same as, words found in GmbH-866 without understanding German vernacular or the context of the phrase within any given paragraph and within the reference as a whole. Translations should be left to qualified translation experts, as 37 CFR § 42.63 requires.

E. Regarding Grounds 2, 4, 5, 6 And 8, Petitioner Failed To Show That The Required Pair Separator Is A Substantially Flat Foamed Polymer Tape.

In its Response, PO demonstrated how Petitioner and its expert rely on an erroneous understanding of the function of the tape in Jachimowicz. Response 66-72. Faced with those arguments and the admissions of its own expert, Petitioner alleged that PO relies on a "wrong embodiment" in Jachimowicz (Reply 29), and attempted to draw distinctions between the foamed polyethylene jacket and tape made of foamed thermoplastic supported by a film that are disclosed in Jachimowicz. But Petitioner ignored the fact that the "jacket" and "tape" in Jachimowicz are used ***interchangeably***, are consistently described in the ***same*** manner as performing the ***same*** function, and are both labeled as element (20), as shown in Figure 1:

Jachimowicz FIG. 1



> To lock the pairs 10, 11, 14 and 18 together . . . a thin jacked [sic] of foamed polyethylene 20 is extruded over the bundle. The pairs can be held together in the bundle in other ways, if desired, as by applying a tape made of foamed thermoplastic supported by a film such as Mylar or polypropylene, or other material.
>
> A metal shield 24 is placed over the jacket of foamed material 20. One of the advantages of ***the jacket or tape of foamed material 20***, in addition to holding the pairs assembled in the bundle . . .

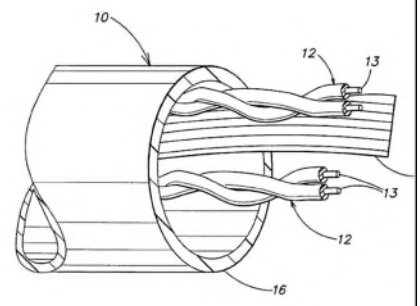
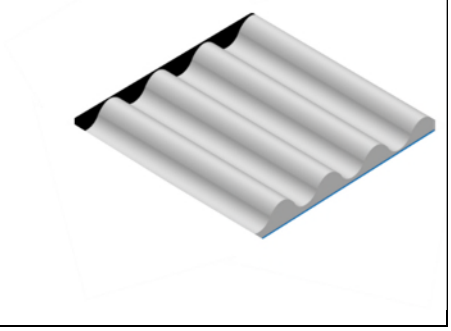
Jachimowicz 2:46-59.

> The pairs 10, 12, 14 and 18 are locked in reference to each other by means of the foamed jacket 20 or foamed tape, previously described.

Jachimowicz 3:50-52.

Petitioner and its expert are thus wrong in attempting to distinguish between the jacket and tape as if they were separate and distinct from one another since in reality Jachimowicz teaches that they are both the same element "20."

PO also demonstrated how Petitioner failed to show that Jachimowicz discloses a "substantially flat" foamed polymer tape under ***Petitioner's*** own proposed construction. Response 66-72. Petitioner and its expert's conclusory allegation that a POSITA would understand PO and its expert's depiction of the tape described in Jachimowicz as "substantially flat" is without merit, going so far as to compare Figure 4 of the '095 Patent with PO's depiction and claiming they are similar—when they clearly are ***not***.

’095 Patent, Figure 4	’095 Patent, Figure 5 (excerpt)	POSITA’s Understanding of Jachimowicz’s Foamed Tape (Eldering ¶187)
		

Moreover, nothing in the ’095 Patent indicates “pair separator 14” is “ridged” as Cornelison wrongly theorizes. EX-1081 ¶85; *see* EX-1001 FIGS. 4 and 5, 4:13-16 (showing the smooth “cross-sectional view” of the embodiment in FIG. 4 with no visible “ridges” of any kind). PO’s expert applied Petitioner’s own construction of “substantially flat,” did not rely on Petitioner’s alleged but undisclosed “implied claim construction,” and demonstrated that the undulating surface of the Jachimowicz tape is not “substantially flat.” Eldering ¶¶183-192. In its Reply, Petitioner telling resorted to a new and belated theory about a nebulous degree of flatness required to be substantially flat. Reply 30; EX-1081 ¶85. If Petitioner wanted to establish the level of flatness necessary to constitute “substantially flat,” it should have sought such in its own proposed claim construction. But it did not do so, and should not now be permitted to sandbag this proceeding with such a new and belated theory.

Date: August 20, 2024

Respectfully submitted,

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CERTIFICATION OF COMPLIANCE WITH WORD COUNT

The undersigned hereby certifies that the foregoing Patent Owner Response complies with the requirements of 37 C.F.R. § 42.24 and contains less than 5,600 words (5,576 words), excluding those contained in the following: Table of Contents, Table of Authorities, Certification of Compliance with Word Count, Certificate of Service, and the Exhibit List.

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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing **PATENT OWNER SUR-REPLY** was served pursuant to 37 C.F.R. § 42.6(e) via electronic mail on August 20, 2024, on the following:

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