

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

US CONEC LTD.,
Petitioner

v.

SENKO ADVANCED COMPONENTS, INC.,
Patent Owner

Case IPR2024-00119
Patent No. 11,415,760

DECLARATION OF ERIC PEARSON

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DECLARATION OF ERIC PEARSON

I, Eric Pearson, hereby declare as follows:

I. INTRODUCTION

1. I am the President and founder of Pearson Technologies, Inc., which provides, among other things, fiber optic installation and design training, and fiber optic consulting in the following fiber optic subjects: fiber optic product design and manufacturing, design of custom fiber connections, review of fiber optic network designs and plans, specifications for materials to be incorporated into fiber optic cables, design of fiber optic equipment, and optoelectronic design. I have over 46 years of experience in fiber optic communications.

2. I am a founder of the Fiber Optic Association, an international professional society for fiber optics, and served as its Director from 1995 to 2007. I am a Fiber Optic Association Master Instructor, a Building Industry Consulting Service International (a professional association supporting advancement in information and communications technology) Master Instructor. From 1985 to 2002 I was an editorial advisor for the Fiberoptic Product News.

3. I have trained over 11,000 people in fiber optic design and installation. I have designed over 200 fiber optic cables. I have published over 50 articles on fiber optics. The Fiber Optic Association awarded me the designations: Certified Fiber Optic Technician (CFOT), Certified Fiber Optic Specialist,

Termination (Connectors) (CFOS/C), Certified Fiber Optic Specialist, Testing (CFOS/T), Certified Fiber Optic Specialist, Splicing (CFOS/S), Certified Fiber Optic Specialist, Instructing (CFOS/I), Certified Fiber Optic Specialist, Outside Plant (CFOS/O), and Certified Fiber Optic Specialist, Fiber to the Home (CFOS/H). In the 1980's, I was awarded the designation "Certified Professional Consultant" by the Society for Professional Consultants, Advisors, and Accountants. In 1986, I was chosen for inclusion in the Who's Who Of Technology. I have made more than 500 presentations on fiber optics. I have also authored more than 20 books and training manuals, 13 of which are still in print.

4. I have a Bachelor of Science degree from the Massachusetts Institute of Technology (MIT) in Materials Science and in Metallurgy. I also have a Master of Science degree in the same areas from Case Western Reserve University.

5. My qualifications are further enumerated in detail in my curriculum vitae, along with a list of selected publications, which is Exhibit ____.

6. I am being compensated at my standard rate of \$450 per hour. My compensation is not contingent on the outcome of this proceeding or my opinion on the issues therein.

7. I have been retained by Patent Owner Senko Advanced Components, Inc. ("Patent Owner" or "Senko") to provide my opinions in the above-captioned *Inter Partes* Review proceeding involving U.S. Patent No. 11,415,760 ("the '760

Patent”, Exhibit 1001), which is titled “Narrow Width Adapters and Connectors with Pull Tab Release”. I understand that in the above-captioned *Inter Partes* Review proceeding, US Conec Ltd. (“Petitioner” or “US Conec”) is asserting that Claims 1-17 of the ‘760 Patent should be invalidated.

8. In providing the testimony set out in this declaration, I have reviewed the specification and claims of the ‘760 Patent, the file history of the ‘760 Patent, US Conec’s Petition for *Inter Partes* Review of the ‘760 Patent (“Petition”), the prior art and other documents attached to the Petition, and the declaration of Mr. Brennan (“the Brennan Declaration”, Exhibit 1007). I have also reviewed the following materials attached as exhibits to the Patent Owner’s Preliminary Response:

Exhibit No.	Description
2002	Oxford Dictionary Definition of “Slide”
2003	Webster’s Unabridged Definition of “Slide”
2004	Webster’s Dictionary Definition of “Slide”

9. In forming my opinions, I have relied upon various legal principles as included in the Brennan Declaration and the US Conec Petition, and as explained to me by Patent Owner’s counsel. My understanding of these principles is summarized below.

10. I understand that in patent law a patent’s claims define the scope of protection for the claimed invention.

11. I understand that the validity of a patent's claims is determined on a claim-by-claim basis.

12. I understand that in this proceeding, Petitioner has the burden of proving that the challenged claims would have been unpatentable by a preponderance of the evidence.

13. The Petition raises eight obviousness grounds asserting four alleged prior art references: International Publication No. WO 2014/057264 ("Raven") (Grounds 1, 2, 3, 6, and 7), U.S. Patent 8,636,424 ("Kuffel") (Grounds 1, 2, 3, 5, 7, and 8), U.S. Patent 8,465,317 ("Gniadek") (Ground 2), and 9, 599,778 ("Wong") (Grounds 3, 4, 5, 6, and 8).

14. I understand that a claim is unpatentable as obvious if the differences between the claimed subject matter and the prior art are such that the subject matter, as a whole, would have been obvious to a person having ordinary skill in the art at the time of the invention. I understand that obviousness is typically based on a combination of two or more prior art references and that in order to render a claim as obvious, the combination of two or more prior art references needs to meet each and every limitation of the claim.

15. I understand that the question of obviousness is resolved based on underlying factual determinations, including: (1) the scope and content of the prior

art; (2) any differences between the claimed subject matter and the prior art; (3) the level of ordinary skill in the art; and (4) objective evidence of non-obviousness.

16. I further understand that for each of its obviousness grounds, Petitioner must demonstrate a person of ordinary skill would have: (1) a motivation to combine the relevant references and (2) a reasonable expectation of success of developing the claimed invention.

17. I understand that the United States Patent and Trademark Office (“PTO”) will interpret the claims of the ‘760 Patent as they would have been understood by those of ordinary skill in the art at the time of the invention in view of the claim language itself, the patent specification, and the patent’s prosecution history. I understand the terms of a claim should be given their plain and ordinary meaning as understood by those of ordinary skill in the art, unless it is clear a different meaning was intended.

18. In forming my opinions, I have applied the understanding of one of ordinary skill in the art working at the time of the invention claimed in the ‘760 Patent, *i.e.*, prior to January 15, 2016.

II. BACKGROUND

A. Overview of Duplex Fiber Optic Connectors

19. The '760 Patent pertains to fiber optic connectors—and more particularly to connectors having a remote release—of the type that can be used in data centers or telecommunications. EX1001: 1:24-28.

20. While fiber optic connectors have been known in the art, consumer demand has driven the need within the industry for increased-density interconnect panels and increasingly compacted form factors in the fiber optic connectors themselves. EX1001: 1:29-1:51.

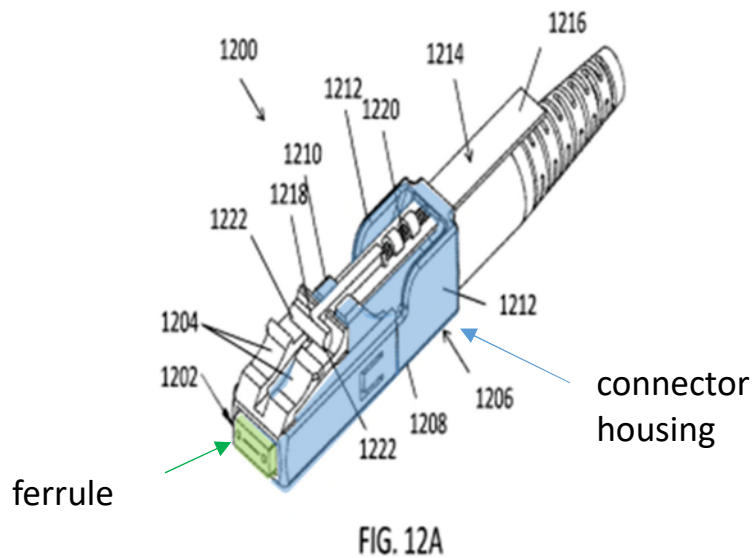
21. Such high-density panel configurations commonly result in the obstruction of access to the individual release mechanisms of the fiber optic connectors by adjacent connectors and cable assemblies. EX1001: 1:52-2:7.

22. This in turn led to the development of remote release mechanisms to facilitate access and usage of the fiber optic connectors.

B. Invention Claimed in the '190 Patent

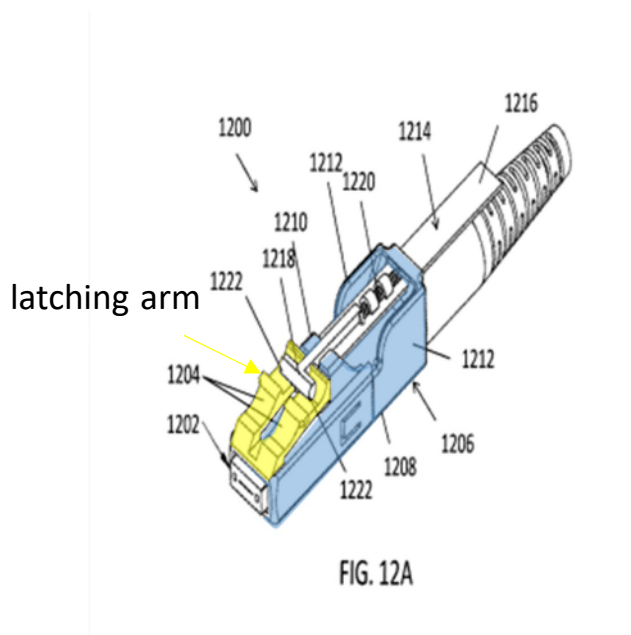
23. The '760 Patent is directed to particular advances in the design of remote release mechanisms for fiber optic connectors. EX1001: Abstract, 1:24-28.

24. The claimed fiber optic connector comprises an MT ferrule and a connector housing configured to hold the MT ferrule such that the MT ferrule is exposed through the front end portion of the housing. EX1001: 12:25-31.



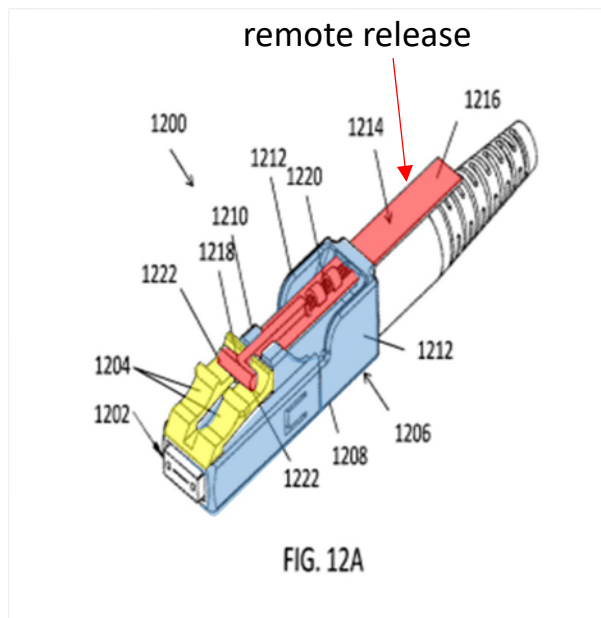
EX1001: Fig. 12A (annotated).

25. Specifically, the remote release mechanism of Claim 1 uses “a depressible latching arm connected to the connector housing for latching with the receptacle.” EX1001: 12:32-36.



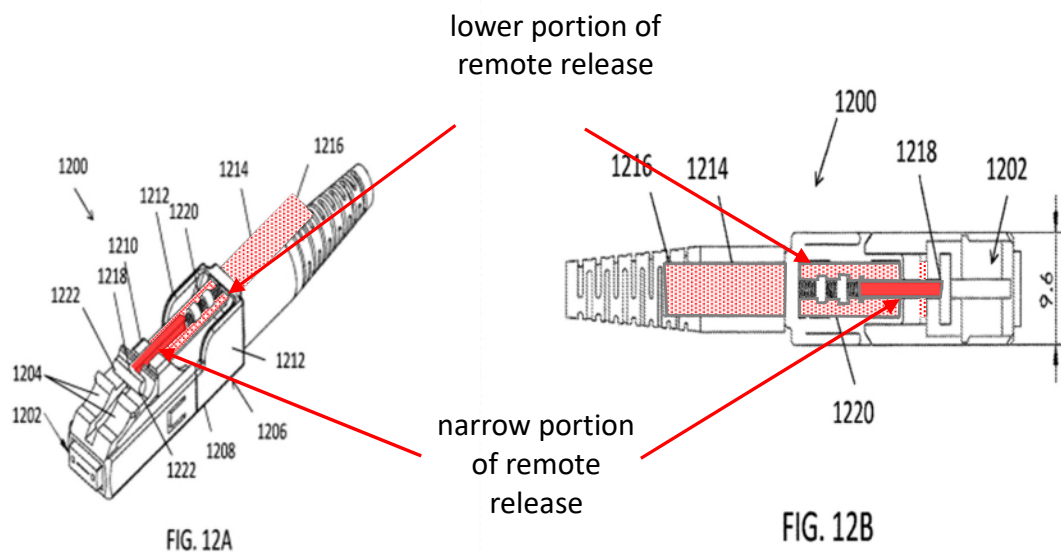
EX1001: Fig. 12A (annotated).

26. The latching arms are operable by a “remote release connected to the connector housing for movement relative to the connector housing along the longitudinal axis [when] pulled rearward along the longitudinal axis to depress the depressible latching arm.” EX1001: 12:37-42.



EX1001: Fig. 12A (annotated).

27. More specifically, “the remote release comprises a lower portion [textured shading in the annotated figures below] and a narrower portion [solid shading in the annotated figures below] above the lower portion, the lower portion being wider than the narrower portion.” EX1001: 12:50-52.



EX1001: Fig. 12A & 12B (annotated).

28. The remote latch release is “slidably” received within a groove of housing. EX1001: 12:47-49, 12:53-60.

29. The groove receiving the remote latch release is located on the same wall of the housing—identified as the “first wall”—as the depressible latching arm. EX1001: 12:43-49.

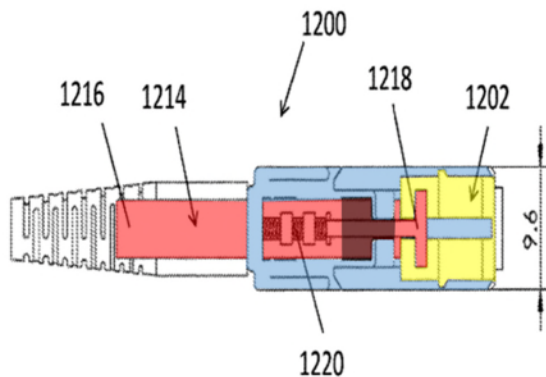
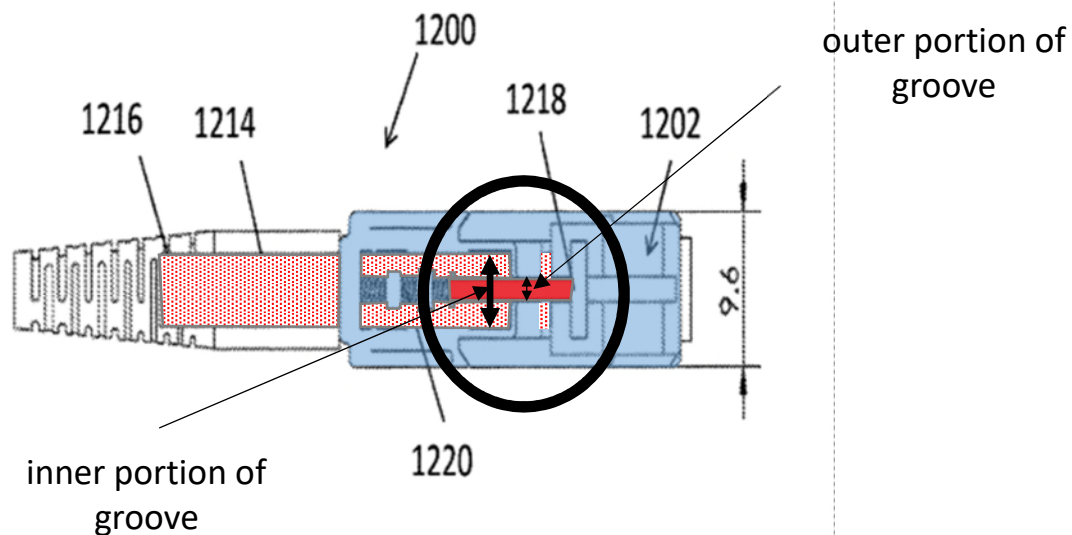


FIG. 12B

EX1001: Fig. 12B (annotated to show the remote latch release (red) received within the groove (darkly shaded)).

30. The groove in the housing receiving the remote latch release is shaped to correspond to the remote latch release. EX1001: 12:50-60.

31. More specifically, remote latch release “includes an inner portion and an outer portion, the inner portion being wider than the outer portion”, with (1) “the inner portion of the groove being configured to slidably receive the lower portion of the latch release” and (2) “the outer portion of the groove being configured to slidably receive the narrower portion of the latch release.” EX1001: 12:50-60.



EX1001: Fig. 12B (annotated).

III. CLAIM CONSTRUCTION

A. Identification of the Person of Ordinary Skill in the Art

32. Petitioner has proposed the level of ordinary skill in the art as follows:

A person of ordinary skill (POSITA) would typically have had (1) at least a bachelor's degree in mechanical engineering, electrical engineering, physics, or a related field and three years of experience in fiber optics and fiber optic connectors; (2) a master's degree in mechanical engineering, electrical engineering, physics or a related field and at one year of experience in fiber optics and fiber optic connectors; or (3) at least five years industry experience designing fiber optic connectors in lieu of a formal degree.

33. I do not dispute Petitioner’s identification of the level of ordinary skill in the art, although in my opinion, the level of ordinary skill is not determinative in this *inter partes* review.

B. “Slidably Receive[d]”

34. Claim 1 of the ‘760 Patent recites the claim term “slidably receive[d]” in three separate claim limitations describing how the remote latch release is received within the groove:

- “the remote release being slidably received in the groove;”
- “the groove being configured to slidably receive the lower portion of the latch release;” and
- “the outer portion of the groove being configured to slidably receive the narrower portion of the latch release.”

EX1001: 12: 48-49, 55-59.

35. In each of these instances, the remote latch release or the recited portion of the remote latch release is not merely “received” within the groove, but is more specifically “slidably received.”

36. While I am aware of the term “slidably” being used within patents within the fiber optic connector field, the term itself does not have a special meaning particular to the field.

37. Rather a person of skill in the art would recognize the term “slidably” to be an adverb form of the verb “slide”—*i.e.*, to “move (something) along a

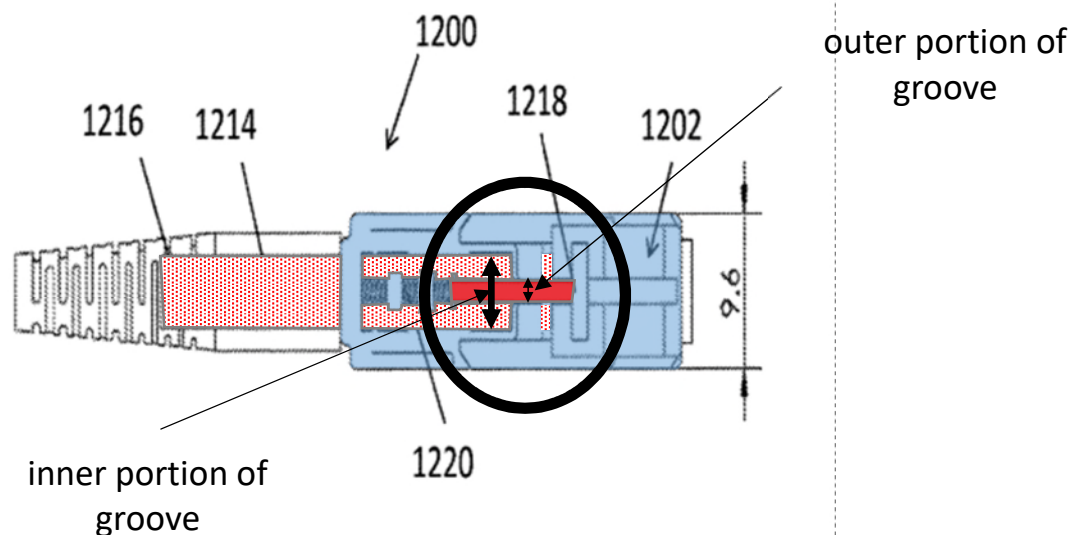
surface while maintaining continuous contact with it.” EX2002: 1596; *see also* EX2003: 2364 (“To move smoothly along a surface without intermission of contact . . . Slide commonly suggest, more definitively than slip or glide, contact with the surface over which one moves . . .”); EX2004: 1172 (“to move smoothly along a surface”).

38. Notably, while the term “slidably” is not used within the specification, the term “slide” is. In the instances that “slide” is used, it is used in the context of components moving along the surface of other components. EX1001: 3:15-17 (“a plurality of pins configured to slide along a semi-circular profile of the plurality of latching arms”), 7:49-51 (“pointing pins 522 configured to rest directly above and slide along the semi-circular surface of latching arms 504”), 8:6-8 (“The pull tab 514 is coupled to the top housing 510 and configured to slide longitudinally along the length of the connector.”). 9:10-12 (“the pull tab 1214 there are outwardly pointing pins 1222 configured to rest directly above and slide along the semi-circular surface of latching arms 1204”).

39. In the context of Claim 1, the term “slidably receive[d]” is being used to describe the arrangement in which the remote latch release is received by the groove.

40. As shown in the Figures of the ‘760 Patent the groove conforms to the configuration of the remote latch release such that the inner portion of the groove

provides minimal clearance around the lower portion of the latch release and the outer portion of the groove provides minimal clearance around the narrower upper portion of the latch release.



41. As such, one of skill in the art would recognize that in the context of the claims of the '760 Patent, where the [groove/portion of the groove] is required to “slidably receive” the [remote release/portion of the remote release], the configuration of the groove must sufficiently conform to the configuration of the remote latch release such that the recited [groove/portion of the groove] would

have continuous surface-to-surface contact with the recited [remote release/portion of the remote release].

42. In other words, a person of skill in the art would understand Claim 1 to require the inner portion of the groove to have surface-to-surface contact with the lower portion of the latch release and the outer portion of the groove to have surface-to-surface contact with the narrower upper portion of the latch release.

IV. US Conec's Grounds 1, 2, 3, and 7 Failed to Demonstrate that the Prior Art Taught the Claimed Configuration of the Groove

43. Grounds 1, 2, 3, and 7 each rely on Raven as allegedly disclosing certain claim limitations of Claim 1—the only independent claim of the '760 Patent.

44. Independent claim 1 recites:

An optical fiber connector configured for mating with a receptacle, the optical fiber connector comprising:

an MT ferrule configured to hold a plurality of optical fibers;

a connector housing having a front end portion and a rear end portion spaced apart along a longitudinal axis, the connector housing configured to hold the MT ferrule such that the MT ferrule is exposed through the front end portion for making an optical connection;

a depressible latching arm connected to the connector housing for latching with the receptacle when the optical fiber connector is mated with the receptacle to releasably retain the optical fiber connector in the receptacle; and

a remote release connected to the connector housing for movement relative to the connector housing along the longitudinal axis, the remote release being configured to be pulled rearward along the longitudinal

axis to depress the depressible latching arm for releasing the optical fiber connector from the receptacle;

wherein the connector housing has a generally rectangular perimeter including opposite first and second walls and opposite third and fourth walls, the depressible latching arm being located on an exterior of the first wall;

wherein the first wall of the connector housing defines a groove, the remote release being slidably received in the groove;

wherein the remote release comprises a lower portion and a narrower portion above the lower portion, the lower portion being wider than the narrower portion; and

wherein the groove includes an inner portion and an outer portion, the inner portion being wider than the outer portion, the inner portion of the groove being configured to slidably receive the lower portion of the latch release and the outer portion of the groove being configured to slidably receive the narrower portion of the latch release such that the first wall releasably retains the latch release in the groove.

EX1001: 12:47-59.

45. Within the claim are a set of limitations that work together to collectively claim the configuration by which the remote release is “slidably receive[d]” in the groove (collectively the “slidably received limitations”), specifically:

- wherein the first wall of the connector housing defines a groove, the remote release being slidably received in the groove;
- wherein the remote release comprises a lower portion and a narrower portion above the lower portion, the lower portion being wider than the narrower portion; and

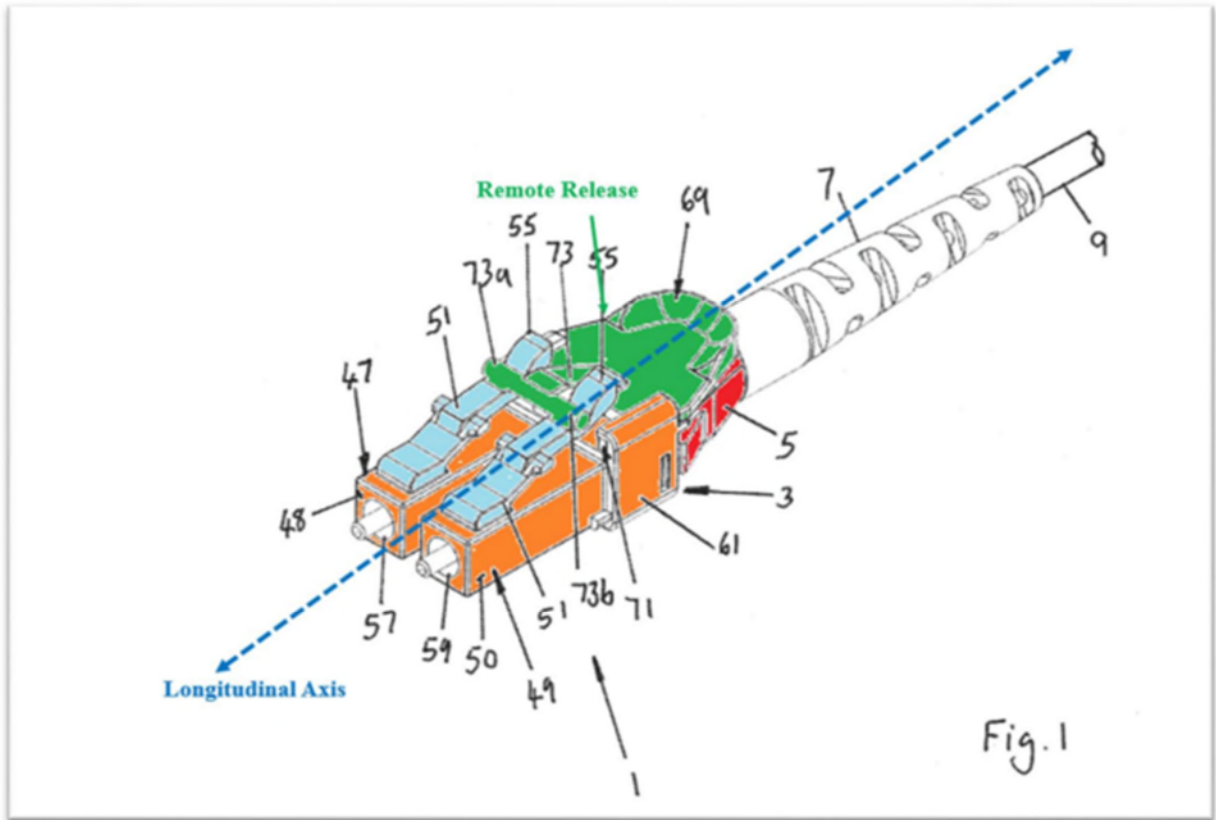
- wherein the groove includes an inner portion and an outer portion, the inner portion being wider than the outer portion, the inner portion of the groove being configured to slidably receive the lower portion of the latch release and the outer portion of the groove being configured to slidably receive the narrower portion of the latch release such that the first wall releasably retains the latch release in the groove.

46. Accordingly, the groove is required to meet the following:

- a) the groove must be defined by the first exterior wall of the housing (*i.e.*, the same wall upon which the latching arm is located);
- b) it must include an inner portion and an outer portion, the inner portion being wider than the outer portion;
- c) the inner portion of the groove must be configured to slidably receive the lower portion of the latch release; and
- d) the outer portion of the groove must be configured to slidably receive the narrower portion of the latch release.

47. With respect to the Raven combinations of Grounds 1, 2, 3, and 7, US

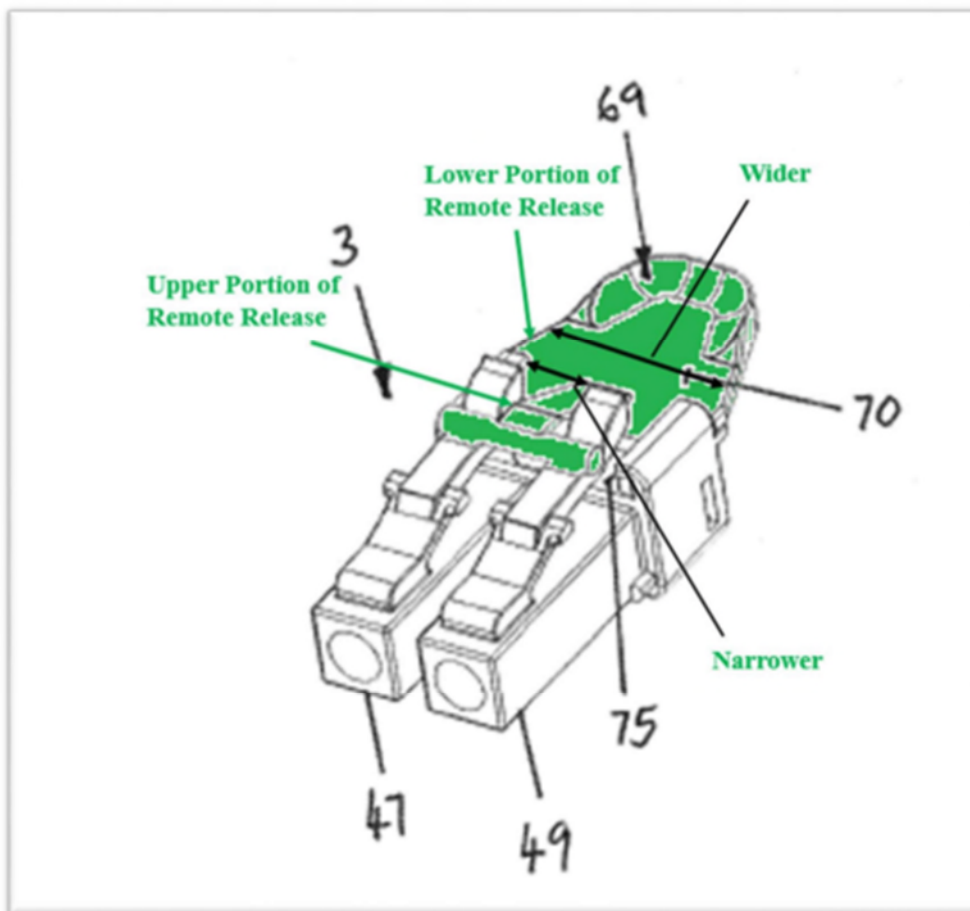
Conec identifies Raven as disclosing a remote release as shown below:



EX1003, FIG. 1 (annotated); *see also* EX1007, ¶214.

Petition: 34.

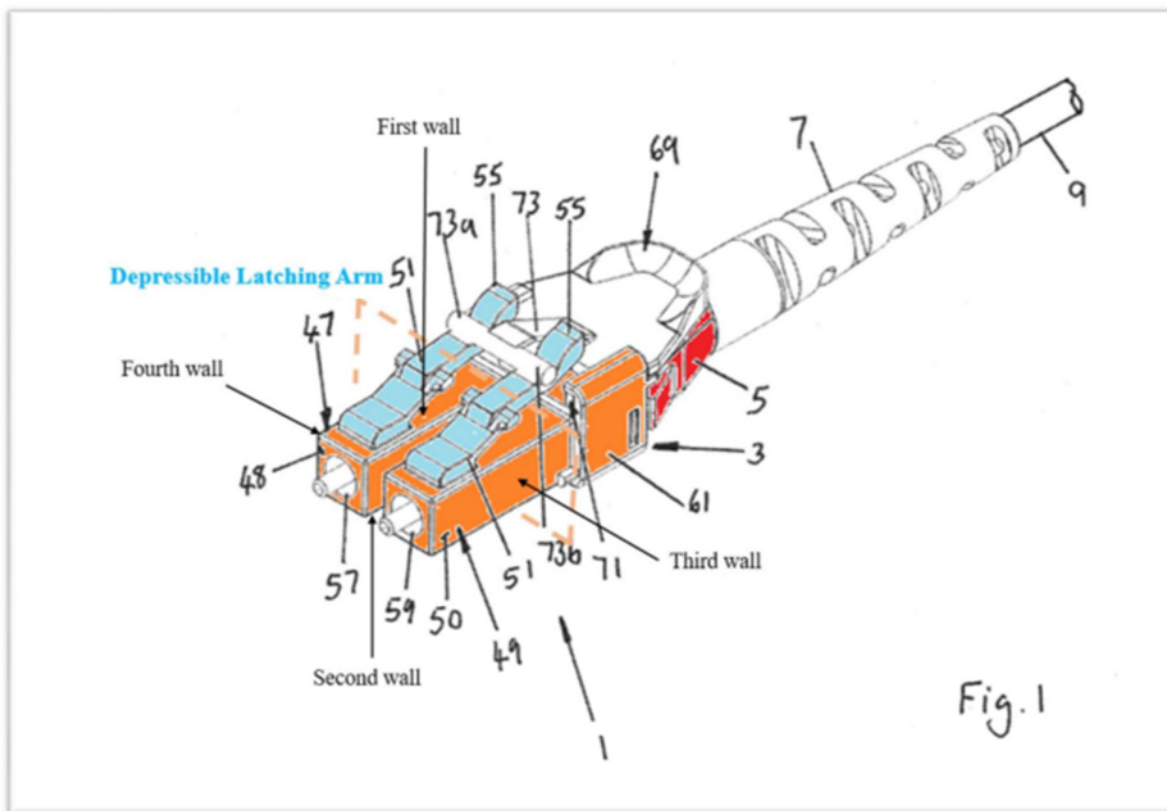
48. US Conec further alleges that the remote release disclosed by Raven comprised “a lower portion and a narrower portion above the lower portion, the lower portion being wider than the narrower portion” as shown below:



EX1003, FIG. 3 (cropped, annotated); EX1007, ¶234.

Petition: 42.

49. Because the “first wall of the connector housing” is defined in Claim 1 as being where the depressible latching arm is located, US Conec identifies the “first wall” as the top wall as shown in the following figure:



EX1003, FIG. 1 (annotated).

Petition: 36.

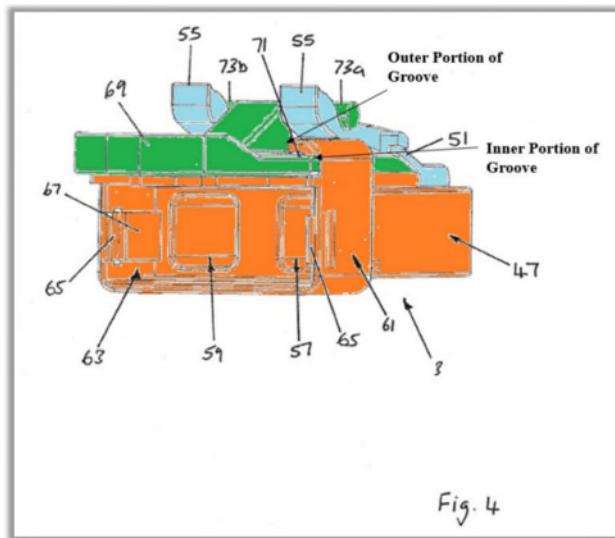
50. US Conec takes two alternative positions in identifying the scope of the “groove” that “slidably receive[s]” the latch release. Both of these positions fail to meet the claim limitations.

51. US Conec alleges that Raven defines the boundaries of a groove “between connector part 61 and two latching levers 51 into which actuator 73 of manually operable control 69 and manually operable control 69 are slidably received.” Petition: 39.

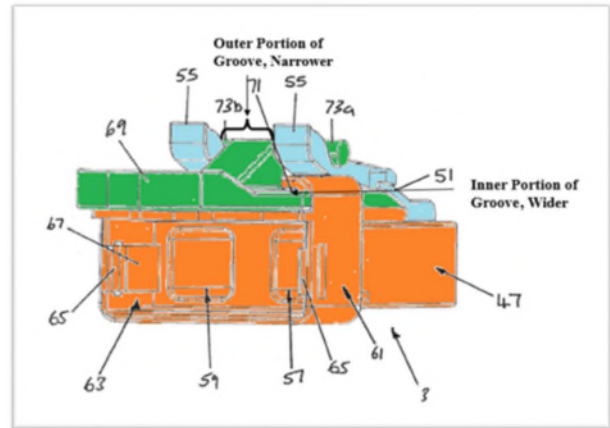
52. This identification is faulty in that the groove so defined sits on the surface of the first wall, rather than being defined by the first wall. The first wall cannot reasonably be considered to include the side walls or overhang of connector part (61) or the two latching levers (51), which collectively define the side and upper boundaries of the space that US Conec is identifying as the groove. As such, Raven does not demonstrate that “the first wall of the connector housing defines [the] groove.” EX1001; 12:47-49.

53. US Conec’s description of the boundaries of the purported groove is also vague in that it fails to explain the contours of the alleged groove as the connector part (61) and the two latching levers (51) are spaced apart and do not directly contact one another.

54. Later in the Petition, US Conec presents alternative arguments as to what constitutes “the outer portion of the groove being configured to slidably receive the narrower portion of the latch release.” Petition: 42-46. These alternative arguments are demonstrated in the figures below and discussed separately in the following subsections of this declaration:



EX1003, FIG. 4 (annotated).



EX1003, FIG. 4 (annotated); EX1007, ¶238.

Petition: 43

Petition: 44

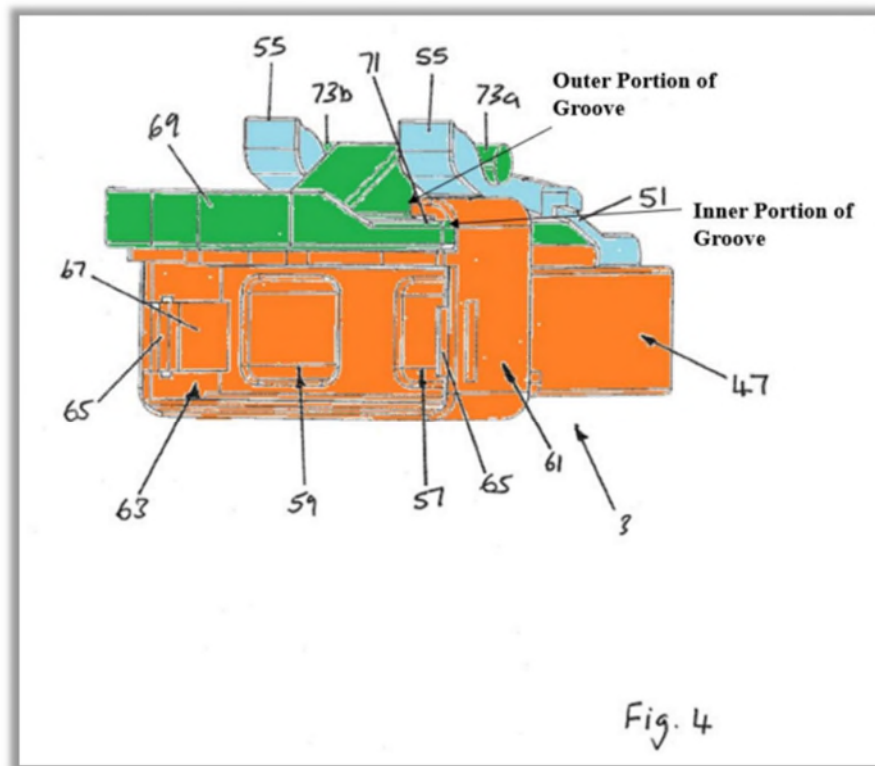
A. US Conec’s First Attempt to Identify a Disclosure of the Groove Fails to Meet the “Slidably Receive[d]” Limitation

55. For the first of its two attempts identifying a groove allegedly meeting the claim limitations, US Conec argues that Raven discloses “grooves 71 defined by connector piece 61” and that the grooves (71) have a “wider portion” and a “narrower portion.” Petition: 39-40.

56. As addressed above, this argument ignores the fact that the alleged groove[s] of Raven are on the first wall, rather than being defined by the first wall.

57. Elsewhere, US Conec further defines the grooves (71) as having a wider “inner portion (e.g., innermost portion of connector piece 61 forming groove 71)” and a narrower “outer portion (e.g., outermost part of connector piece 61

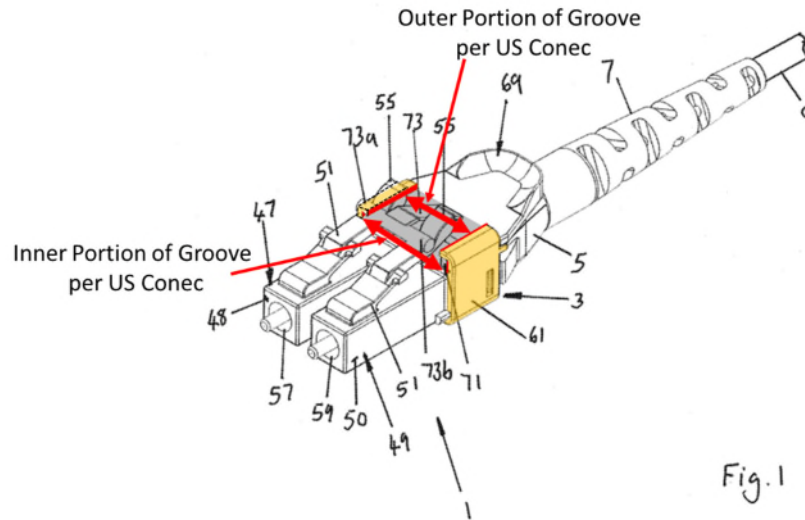
between which actuator 73 of manually operable control 69 slides into latches 55).” Petition: 42-43.



EX1003, FIG. 4 (annotated).

Petition: 43.

58. Without conceding that the space qualifies as a groove—much less a groove defined by the first wall of the connector housing—Figure 1 of Raven is annotated as follows to show my understanding of the purported “inner” and “outer” portion of the groove as identified by US Conec in its first set of arguments:



EX1003: Fig. 1 (annotated to show Senko’s understanding of the purported “inner” and “outer” portion of the groove as identified by US Conec).

59. US Conec has failed to explain how the “groove” it identified—shown in the annotated version of Figure 1 below—meets the requirement that it be defined by the first wall of the connector housing.

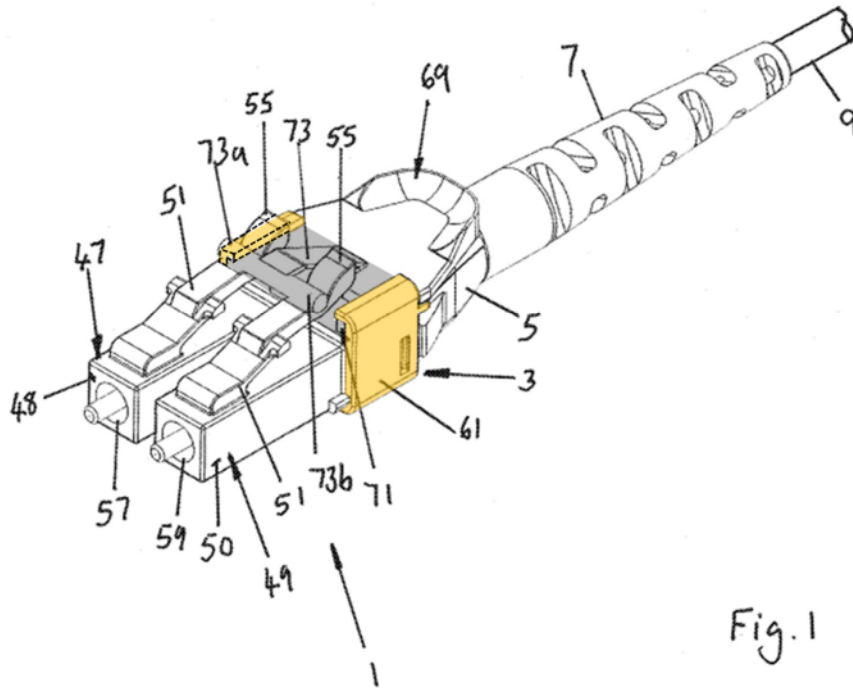
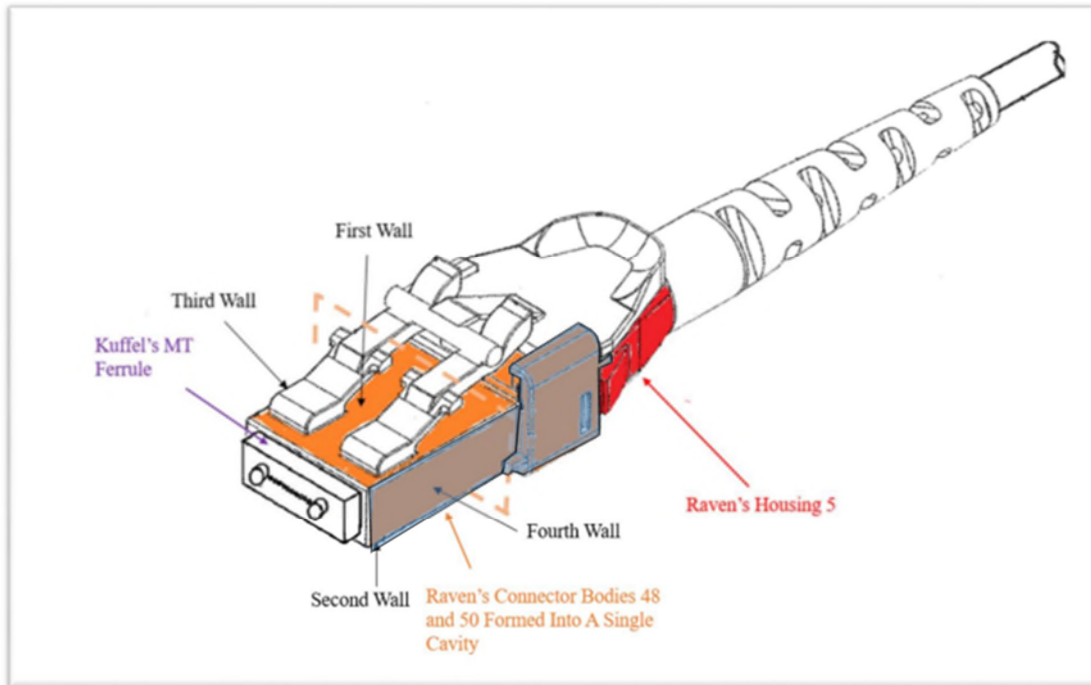


Fig. 1

EX1003: Fig. 1 (annotated to show the connector part (61) (highlighted orange)—including of the portions connector part (61) that are obscured by the latches (55)—and Senko’s understanding of the area of the Raven connector that US Conec is identifying as the claimed groove (dark shading)).

60. Instead of being defined the grooves (71) being defined by the first wall, the portions of connector part (61) that define the grooves (71) are more accurately described as being part of the side walls of Raven’s housing—which US Conec identifies as being the “third” and “fourth” walls. See Petition: 35-37.

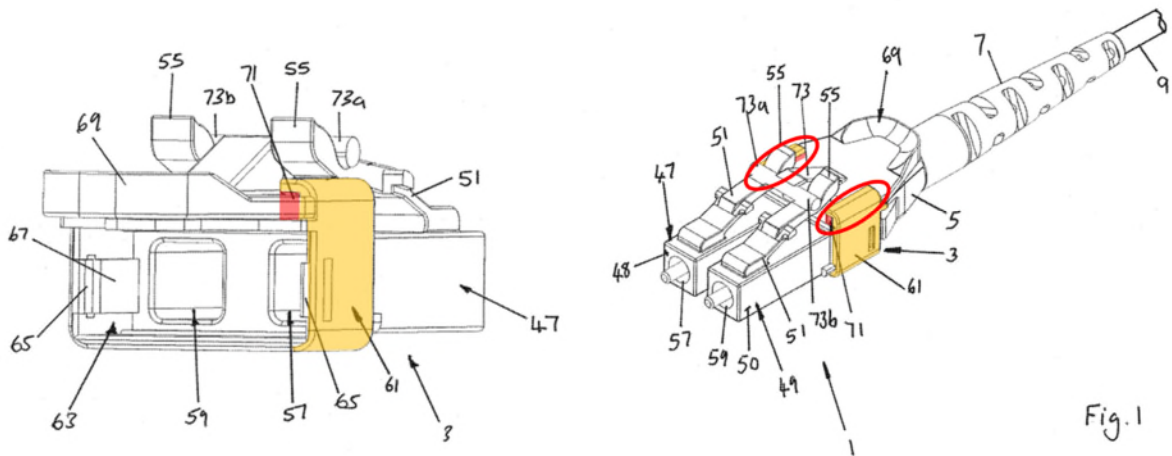


EX1003, FIG. 1 (annotated, modified with Kuffel); *see also* EX1007, ¶221.

Petition: 37 (further annotated to highlight the fourth wall).

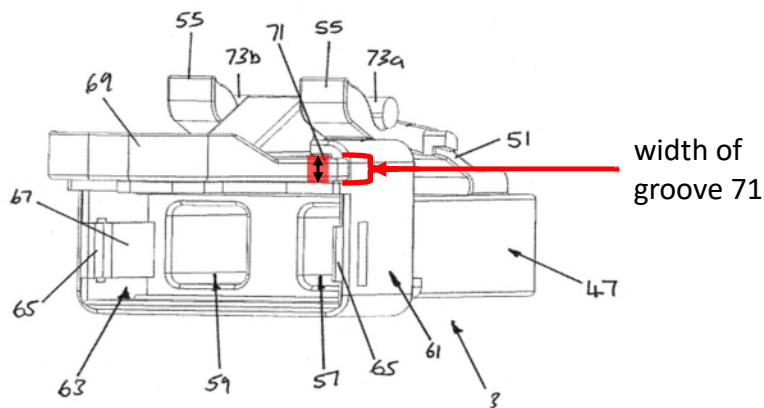
61. Notably, Raven’s actual disclosures regarding the grooves (71) conflict with US Conec's attempt to cast them as grooves meeting the limitations of Claim 1 of the ‘760 Patent in a number of ways.

62. Instead of a single groove (71) extending the entire width of the connector housing, Raven discloses “grooves 71 formed within the connector part 61” which are demonstrated as two opposing and laterally inwardly facing grooves in the figures. EX1003: 18:6-7.



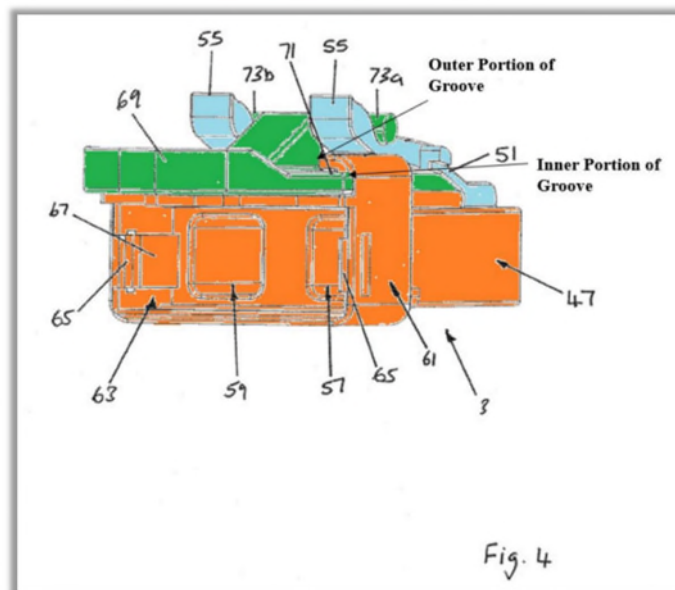
EX1003: Figs. 1 & 4 (annotated to demonstrate the grooves (71) (red) formed within the connector part (orange)).

63. When considered as identified by Raven, these grooves (71) do not have a “wider portion” and a “narrower portion,” but instead have the same width throughout the longitudinal dimension of the horizontally overhanging portion of connector part (61).



EX1003: Fig. 4 (annotated).

64. Even accepting—solely for the sake of argument—US Conec’s attempt to characterize the space bounded by the side walls and horizontally overhanging portion of the connector part (61) as a groove defined by the first wall, the “outer portion” of the groove—as identified by US Conec in annotated Figure 4 at page 44 of the Petition (reproduced below)—still fails to “slidably receive the narrower portion of the latch release.”

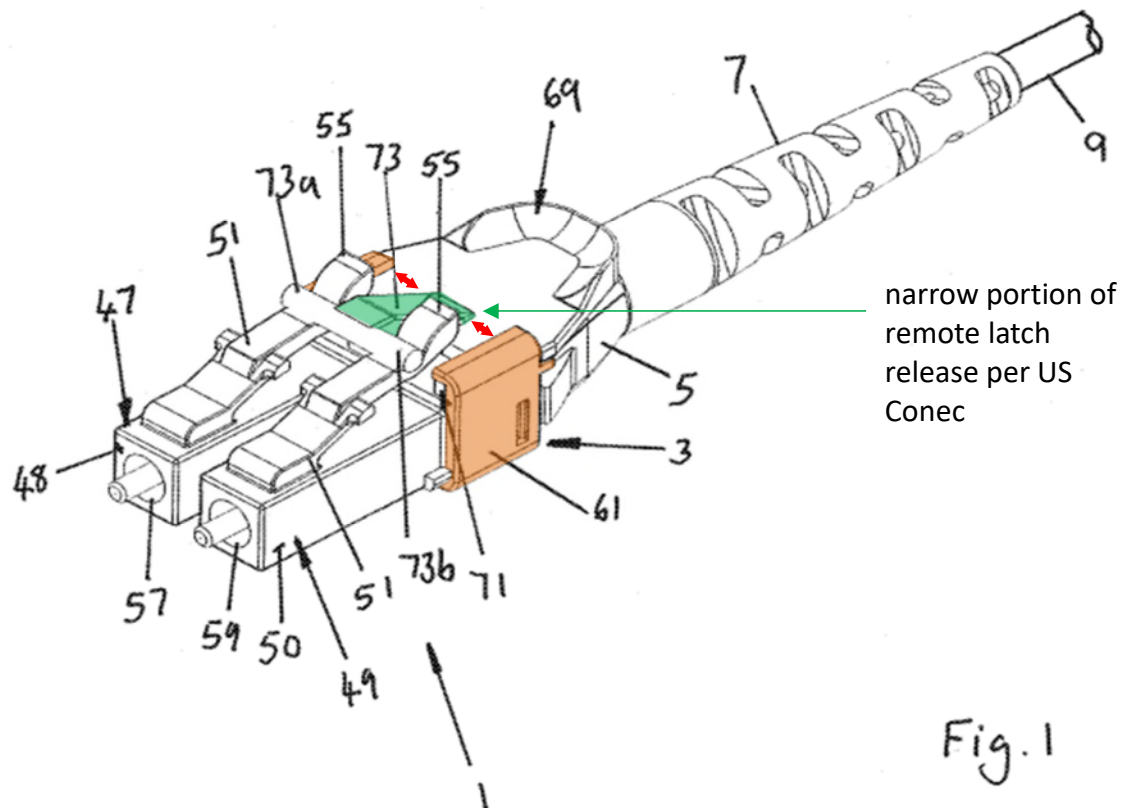


EX1003, FIG. 4 (annotated).

Petition: 44.

65. As better demonstrated from the orientation shown in Figure 1 (reproduced and annotated below), the actuator (73)—identified by US Conec as the narrower portion of the remote latch release—is spaced apart from the horizontally overhanging portion of the connector part (61)—identified by US Conec defining the outer portion of the groove. This space prevents the supposed

outer portion of the groove from engaging or contacting the narrower portion of the remote latch release.

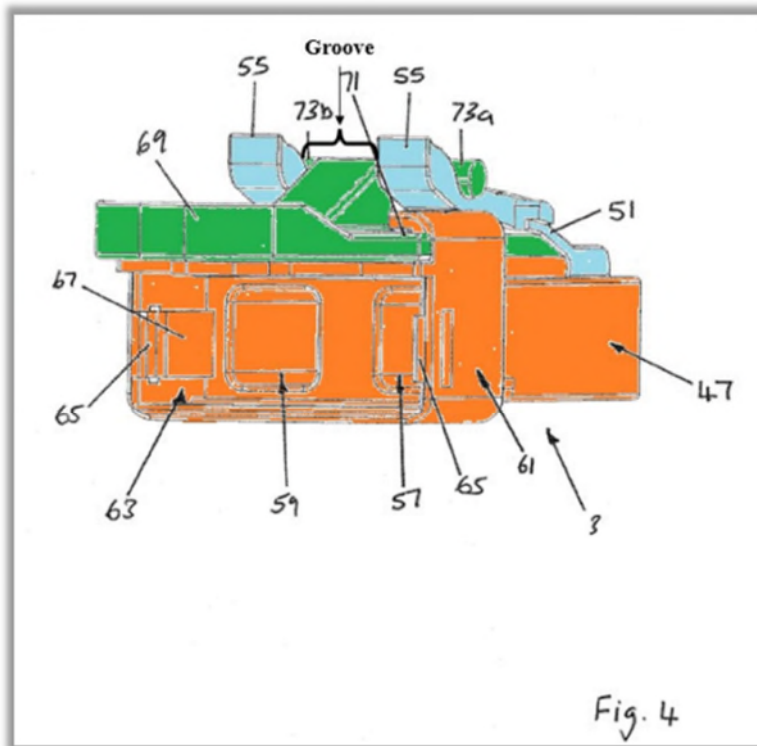


EX1003: Fig. 1 (annotated).

66. As there is clearance—and a lack of contact—between the actuator (73) and the horizontally overhanging portion of the connector part (61), US Conec has failed to demonstrate that Raven meets the “an outer portion ... configured to slidably receive the narrower portion of the latch release” limitation.

B. US Conec’s Second Attempt to Identify a Disclosure of the Groove Fails to Meet the Claim Limitations

67. As an alternative argument, US Conec further identifies that “[t]he first wall of Raven’s connector housing also includes a narrower groove defined between the two latching levers 51 (including the free ends 55),” as shown in the annotated Figure 4 on page 40 of the Petition (reproduced below).



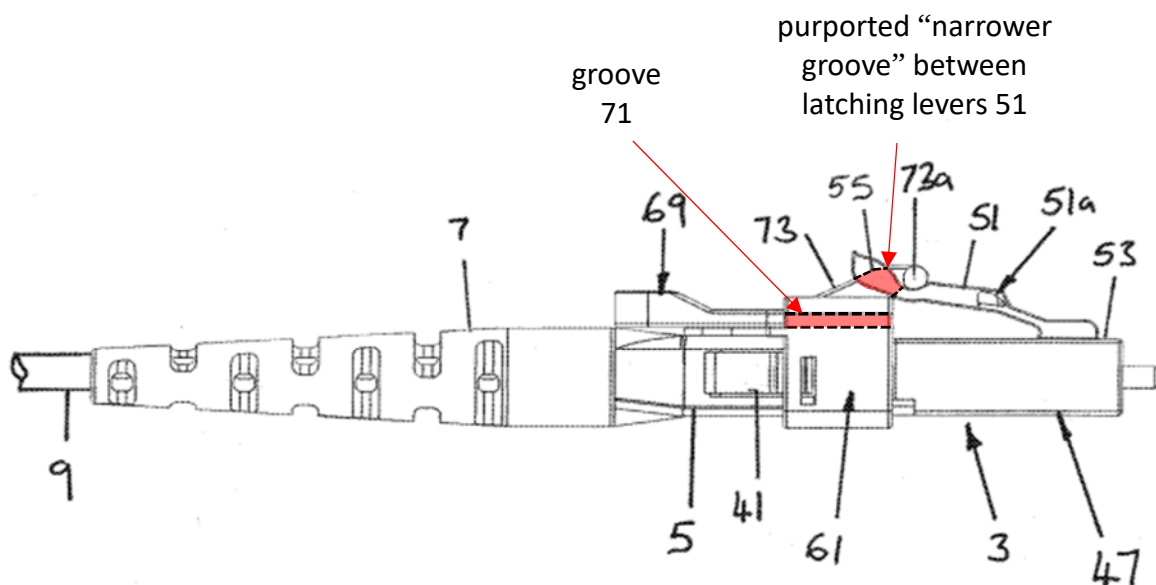
EX1003, FIG. 4 (annotated); EX1007, ¶230.

Petition: 41.

68. Under this argument, US Conec continues to rely on Raven’s disclosure of grooves (71)—as purportedly being the space bounded on the bottom by the top wall of the connectors housing and on the sides by connector part (61)—

as meeting the “inner portion of the groove being configured to slidably receive the lower portion of the latch release” limitation.

69. Accordingly, the purported “narrower groove”—*i.e.*, the space between the two latching levers 51—in this alternative argument is not the same groove as the purported groove between “the connector part 61” or “grooves 71” discussed above. Figure 2 of Raven (reproduced and annotated below) demonstrates that the purported “narrower groove” is separated from the purported groove between “the connector part 61” or the “grooves 71.”



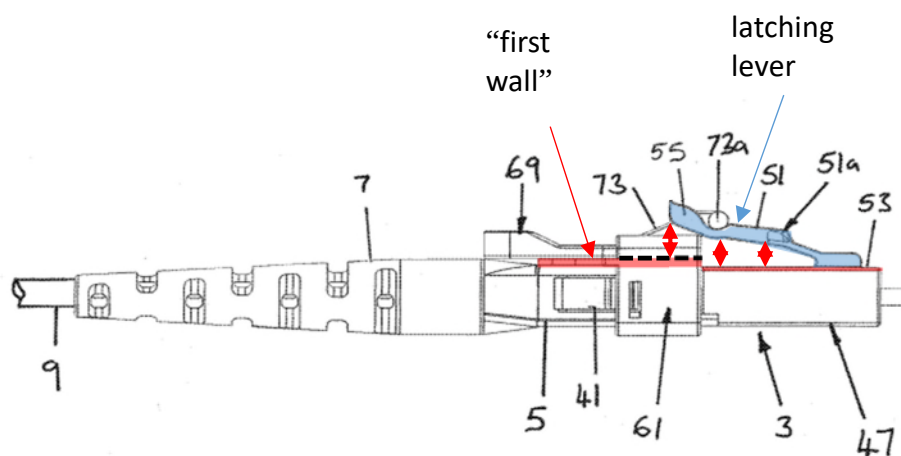
EX1002: Fig. 2 (annotated).

70. Further, this so called “narrower groove” does it even qualify as a groove.

71. The purported “narrower groove” is simply a space—unbounded on all but two vertical opposing sides—between the two latching levers (51).

72. Nor is the space between the latching levers (51) defined by the “first wall.”

73. While the latching levers (51) are attached to the “first wall,” they are separate components that are cantilevered away from the “first wall.” EX1003: 17:21-23 (“Each latching lever 51 is attached to an upper surface 53 of the connector 47,49. Each lever 51 is arranged in a cantilevered manner. Each lever 51 is resilient. Each lever 51 can be moved from a locking position to an unlocked position.”), Fig. 2 (reproduced and annotated below).



EX1003: Fig. 2 (annotated).

74. Rather than being defined by the first wall “first wall of the connector housing” as required by Claim 1 of the 760 Patent, the space between the latching

levers (51)—*i.e.*, the “narrower groove” according to US Conec—is above and separated from the first wall.

75. Accordingly, US Conec’s second attempt fails to identify a groove “define[d]” by the “first wall of the connector housing” that also meets the “the groove includes ... an outer portion ... configured to slidably receive the narrower portion of the latch release” limitation.

76. Accordingly, in my opinion, Grounds 1, 2, 3, and 7 fail to demonstrate that independent Claim 1 is obvious.

77. In signing this declaration, I recognize that the declaration will be filed as evidence in a contested case before the Patent Trial and Appeal Board of the United States Patent and Trademark Office. I also recognize that I may be subject to cross examination in this post grant review and that cross examination will take place within the United States. If cross examination is required of me, I will be available for any such cross examination.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 17th day of April, 2024.

By Eric Pearson: 