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

GENERAL ACCESS SOLUTIONS, LTD.,	§	
	§	
Plaintiff,	§	CIVIL ACTION NO. 2:20-CV-00007-RWS
	§	
v.	§	[redacted]
	§	
SPRINT SPECTRUM LLC, SPRINTCOM, INC, ASSURANCE WIRELESS USA, L.P.,	§	
	§	
Defendants.	§	

ORDER

Before the Court are Sprint's Motion for Summary Judgment of Non-Infringement (Docket No. 161) and General Access's Motion to Strike Sprint's Non-Infringement Opinions Based on Its Erroneously Narrow and Untimely Proposed Construction of the Term "Sector" (Docket No. 155). The Court heard argument on the motions at the dispositive motions hearing on June 17, 2021.[1] Having considered the briefing, oral argument and supplemental notice,[2] the Court finds that both Sprint's motion for summary judgment and General Access's motion to strike should be **DENIED**.

[1] The Court also heard argument on several additional motions—of those, still pending are Plaintiff's Motion for Partial Summary Judgment of Validity on the Ground That the Asserted Navini System is Not Prior Art to the '931 Patent (Docket No. 166); Plaintiff's Motion for Partial Summary Judgment of Validity on Grounds of IPR Estoppel (Docket No. 159); Sprint's *Daubert* Motion to Exclude the Damages Opinions of Mr. David Kennedy (Docket No. 163); Sprint's Motion For Summary Judgment of No Pre-Suit Willful Infringement (Docket No. 164); Sprint's Motion to Strike Doctrine of Equivalents Theory from the Expert Report of Dr. Vijay K. Madisetti (Docket No. 156); Sprint's Motion for Summary Judgment of No Earlier Conception Date for the Asserted Claims (Docket No. 160); and Sprint's Motion to Strike Mr. Kennedy's Supplemental Opinions Related to Sprint's License Agreements (Docket No. 158).

[2] General Access filed a notice of supplemental authority on these motions, Sprint filed a response to the notice, General Access filed a reply and Sprint filed a surreply. Docket Nos. 294, 297, 298, 317.

I. SPRINT'S MOTION FOR SUMMARY JUDGMENT

A. Legal Standard

Federal Rule of Civil Procedure 56 requires that summary judgment be granted "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." FED. R. CIV. P. 56(a). A factual dispute is genuine if the evidence could lead a reasonable jury to find for the nonmoving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). The applicable substantive law identifies which facts are material. *Id.*

In determining whether a genuine issue for trial exists, a court views all inferences drawn from the factual record in the light most favorable to the nonmoving party. *Matsushita Elec. Indus. v. Zenith Radio*, 471 U.S. 574, 587 (1986). The moving party bears "the initial responsibility of informing the district court of the basis for its motion, and identifying those portions of the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, which it believes demonstrate the absence of a genuine issue of material fact." *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986) (internal quotations omitted); *Ragas v. Tenn. Gas Pipeline Co.*, 136 F.3d 455, 458 (5th Cir. 1998).

Once a party has made that showing, the nonmoving party bears the burden of establishing otherwise by supporting its contentions with some evidence. *Geiserman v. MacDonald*, 893 F.2d 787, 793 (5th Cir. 1990) (citing *Celotex*, 477 U.S. at 324). The non-moving party cannot "rest upon mere allegations or denials of [the] pleading but must set forth specific facts showing there is a genuine issue for trial." *Anderson*, 477 U.S. at 248 (citation omitted). "Summary judgment is appropriate if the nonmovant fails to make a showing sufficient to establish the existence of an element essential to a party's case." *Bluebonnet Hotel Ventures, LLC v. Wells Fargo Bank, N.A.*, 754 F.3d 272, 276 (5th Cir. 2014) (quoting *Celotex*, 477 U.S. at 322).

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B. Discussion[3]

Sprint contends that the asserted claims require a "broadcast beam signal" sent across more than one sector of a cell site. But Sprint's accused products do not and cannot send a broadcast beam signal across more than one sector of a Sprint TDD LTE cell site. And, thus, Sprint does not infringe the asserted claims of the '931 Patent as a matter of law. The parties dispute, however, what the term sector means. General Access maintains that summary judgment is inappropriate under either party's understanding of sector.

1. The Term "Sector"

The parties both say the term sector has a plain and ordinary meaning. But the parties now dispute what that plain and ordinary meaning is. Neither party previously sought construction of the term. Sprint maintains that the term does not need to be construed in conjunction with its motion.

Sprint contends that General Access's infringement position redefines "sector" in the asserted claims. Sprint argues that General Access and its experts state in conclusory fashion that a sector is just "any portion of a cell site," and can be redrawn as General Access sees fit. Docket No. 161 at 19 (citing Docket No. 161-4 ¶¶ 99, 310; Docket No. 161-39 ¶ 216; Docket No. 161-40 at 134:23–135:6). And, using this made-for-litigation interpretation, General Access attempts to shoehorn Sprint's accused products into the asserted claims. *Id.* But, Sprint argues, this is contrary to the evidence, is an about-face from the position General Access previously took to avoid IPR estoppel, would eviscerate and render indefinite the sector limitations of the asserted claims and is contrary to the claim language, specification, prosecution history and how those of ordinary skill in the art at the time of alleged invention understood cell-site sectors. *Id.* at 20.

[3] The Court's claim construction order contains a more complete discussion of the technical background of asserted U.S. Patent No. 7,230,931 (the "'931 Patent"). *See* Docket No. 105.

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First, Sprint argues that under General Access's infringement theory there are no longer three sectors at a Sprint TDD LTE cell site; instead, there are infinite sectors of different sizes and shapes, with some sectors in other sectors. *Id.* at 20. Sprint contends that there is no evidence that the sectors in Sprint's accused cell sites are ever defined or characterized in this fashion. *Id.*

Second, Sprint argues that General Access's position on sector is irreconcilable with positions General Access previously took before the PTAB and this Court. In IPR, General Access distinguished claims 28 and 29 from the reference *Vornefeld*—which depicts multiple beams being used to transmit data to multiple "portions" of a cell site. *Id.* at 21. Claims 28 and 29 depend from independent claims 1 and 19, which recite a broadcast beam signal transmitted to wireless access devices in more than one sector. *Id.* Sprint points to General Access's argument in IPR—reiterated in this Court's claim construction order—that General Access distinguished *Vornefeld* as follows: "The second downlink data identified by Petitioner, however, is in a different, spatially-separated, simultaneous TDD frame, but not necessarily in a different sector as required by Claims 28 and 29." *Id.* at 21–22 (citing Docket No. 105 at 34; Docket No. 161-53 at 25–26). Further, General Access "argued to the PTAB that such spatial separation does not necessarily equate to the different sectors that the claims [of the '931 Patent] require." *Id.* at 22 (citing Docket No. 105 at 34). Sprint argues that General Access's current interpretation of sector would wipe out the distinction between *Vornefeld* and claims 28 and 29. *Id.* Under General Access's current reading, *Vornefeld* would necessarily disclose transmission of two directed scanning beams to different sectors of a cell site. *Id.* at 23. Sprint contends that IPR and judicial estoppel preclude General Access from taking its current position on sector. *Id.* at 24.

Third, Sprint argues that General Access's definition of sector would read out the sector limitation entirely. *Id.* at 25. Sprint points to three sector limitations in claim 1 that it believes

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would be rendered meaningless under General Access's interpretation: (1) "a beam forming network capable of transmitting directed scanning beam signals each directed to substantially only wireless access devices within a different one of a plurality of sectors"; (2) "a broadcast beam signal to wireless access devices within more than one of said sectors"; and (3) "subsequently transmits, in a downlink portion of said TDD frame, first downlink data traffic to substantially only wireless access devices within one of said sectors." *Id.* at 25–26. On limitation one, Sprint argues that if any portion of a cell site can be described as a sector, then any beam forming network will satisfy the limitation because any network that can beamform can send beams to different cell site locations. *Id.* at 26. On limitation two, if any portion of the cell site can be described as a sector, then any broadcast beam signal will be transmitted "to wireless access devices within more than one of said sectors." *Id.* On limitation three, if any portion of the cell site can be described as a sector and if a sector of a cell site can be effectively defined by a directed scanning beam, then any beamforming network can transmit "downlink data traffic to substantially only wireless access devices within one of said sectors." *Id.* Further, it would render the sector limitations of claims 28 and 29 meaningless because any second downlink data traffic transmitted using a "second"/"other" directed scanning beam signal would be transmitted to a "second"/"other" sector. *Id.* at 27. Additionally, equating "directed scanning beam signal" with a sector of a cell site improperly conflates the terms. *Id.*

And General Access's "any portion" interpretation of the sector limitation would render the asserted claims invalid for indefiniteness. The term would leave the meaning of the sector claim language unbounded and subject to alteration at General Access's whim: General Access can call any area of the cell site a sector—or not—if it suits General Access's infringement theory in a given case. *Id.* at 28.

Fourth, Sprint contends that General Access's proposed meaning of sector runs afoul of the '931 Patent specification's teachings regarding sectors. *Id.* The '931 Patent states that "[b]eam scanning pattern 1210 covers an [sic.] cell sector that is approximately 90 degrees wide. Beam scanning patter [sic.] 1210 is covered by nine directed scanning beams, each approximately 10 degrees wide." *Id.* at 29 (citing '931 Patent at 28:5–9); *see also* '931 Patent at 28:26–31 ("[U]niform distribution is not guaranteed and wireless access network 100 may use a large number of beams to cover a sector."); '931 Patent at 29:59–61 ("The Super-Frame Beam Map defines the number of beams in the relevant sector."). Sprint contends that these cites show multiple directed scanning beams within a sector of a cell site, not a directed scanning beam defining that sector. Docket No. 161 at 29.

Finally, Sprint argues that the plain and ordinary meaning of a sector of a cell cite in the 2000-2001 timeframe was the same as how Sprint's LTE network characterized cell-site sectors. *Id.* Sprint says it did not seek to construe sector because the '931 Patent uses cell site sector in the same plain and ordinary sense used in the art at the time of the alleged invention of the '931 Patent—*i.e.*, a sector of a cell site is that portion of a cell site that is pre-defined by the transmission area of an antenna array. *Id.* Sprint argues that General Access has now deviated from this plain and ordinary meaning in an effort to salvage its infringement claims.

General Access first responds that it has not changed its definition for sector. Docket No. 197 at 3. General Access contends that it has consistently maintained that sector has its plain and ordinary meaning: a portion of a cell site. *Id.* In support, General Access points to its LTE infringement contentions. *Id.* (citing Docket No. 197-2 at 13). General Access contends that its infringement contentions require only that the accused sector be smaller than the portion of the cell site covered by an antenna array. That is because General Access accused Sprint of

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transmitting directed scanning beam signals "to substantially only wireless devices within a different one of a plurality of sectors of a cell site," as required by Claim 1, by deploying "beamforming where beam structure is directed to a subset of devices serviced by a given array." *Id.* (citing Docket No. 197-2 at 13). General Access argues that it is Sprint, not General Access, who seeks to introduce a new, untimely construction of sector, which is the subject of General Access's motion to strike. *Id.*; *see* Docket No. 155.

General Access then responds that Sprint waived its arguments as to the IPR record for a few reasons. One, the statement Sprint relies upon was made in an IPR brief filed nearly two years before claim construction in this case, but Sprint failed to seek a narrowing construction here. *Id.* at 6 (citing Docket No. 161-53). Two, Sprint ignores key portions of the IPR record and fails to satisfy the requirements for establishing disavowal based on IPR arguments. *Id.* Sprint bases its disavowal argument on the sentence from General Access's IPR brief that "[t]he second downlink data identified by Petitioner, however, is in a different, spatially-separated, simultaneous TDD frame but not necessarily in a different sector as required by Claims 28 and 29." *Id.* at 7. But, General Access argues, this Court has already concluded that this statement was too ambiguous to effect a disavowal of claim scope concerning another term, TDD frame. *Id.* (citing Docket No. 105 at 34–35). Three, there is nothing inconsistent between General Access's plain meaning of sector and its reasons for distinguishing *Vornefeld* in IPR. *Id.* at 8. General Access argues that "[t]he PTAB and the Federal Circuit rejected Sprint's challenge to Claims 28 and 29 because the prior art did not disclose sending downlink data to multiple sectors within the same TDD frame." *Id.* (citing Docket No. 92 at 10). Those decisions were based on a lack of evidence supporting Sprint's validity challenge, not a dispute over the meaning or scope of claims 28 and 29. *Id.* Four,

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Sprint ignores its own expert's IPR testimony, which undermines its construction. *Id.* at 9 (citing Docket No. 197-10 at 18:20–22).

General Access goes on to respond that a sector being a "portion of a cell site" is supported by the language of the claims and specification, including the preferred embodiments, is consistent with the LTE standards and contemporaneous dictionaries and is supported by technical publications. *Id.*

General Access argues that Sprint fails to identify a single source supporting its view that sector can only refer to the "the portion of a cell site that is pre-defined by the transmission area of an antenna array" and not other portions of a cell site. *Id.* While Sprint points to places where the specification uses the word sector to describe the portion of a cell site associated with a given antenna array, General Access argues that the specification does not limit sector to those examples. As to Sprint's reference to Figure 12, if a sector is a portion of a cell site, General Access contends that both the larger 90-degree area shown in Figure 12 and each of the nine smaller 10-degree areas covered by separate directed scanning signals are appropriately referred to as sectors of a cell site. *Id.* at 10.

Moreover, General Access contends, its proposed construction of sector is the only proposed construction that is consistent with the both the claims and specification of the '931 Patent. *Id.* General Access argues that, within the meaning of the specification, a broadcast beam is first transmitted to a portion of the cell site, like the 90-degree portion of the cell site shown in Figure 13. *Id.* at 11. The area covered by that broadcast beam includes within it the area covered by more than one directed scanning beam—*i.e.*, the nine "sectors" depicted in Figure 12A. *Id.* Later in the same frame, a directed scanning beam signal—such as one of the nine beams depicted in Figure 12—is used to transmit downlink data to "substantially only wireless access devices

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within one of said sectors" (such as one of the nine "sectors" shown in Figure 12A). *Id.* General Access contends that, although the specification refers to the areas depicted in both Figures 12 and 13 as "sectors," in the context of the claims, the term "sector" refers to the smaller portions covered by individual directed scanning beam signals. *Id.* at 12.

But, General Access contends, Sprint's proposed construction of sector improperly reads out the embodiments disclosed in Figures 12 and 13. *Id.* Figures 12 and 13 depict the same 90-degree portion of the cell site. *Id.* (citing '931 Patent at 28:39–40 ("Broadcast pattern 1310 covers all of the 90 degree cell sector in FIG. 12A.")). General Access points to Sprint's admission that, under its construction, that portion of the cell site can only include a single "sector." *Id.* (citing Docket No. 161 at 29 (arguing that the "nine directed scanning beams" shown in Figure 12 are all located "within one 'cell sector' ")). But the specification repeatedly states that Figure 13 depicts an exemplary "broadcast beam." *Id.* (citing '931 Patent at 28:36–37; 42–43). And the '931 Patent claims require the "broadcast beam signal" to cover at least two sectors. *Id.* (citing Docket No. 161 at 1 ("Every Asserted Claim of the '931 Patent requires a 'broadcast beam signal' that is sent to multiple sectors of a cell site.")). Further, to apply Sprint's construction, Sprint's expert opined that practicing the claims requires a multitude of antennas never suggested by the plain language of the claims or specification. *Id.* (citing Docket No. 161-2 ¶¶ 128, 141).

General Access next contends that Sprint's construction of sector is irreconcilable with the claimed requirement of a system "capable of transmitting directed scanning beam signals each directed to substantially only wireless access devices within a different one of a plurality of sectors." *Id.* at 13 (citing Docket No. 155 at 7–8; Docket No. 105 at 25 ("[A] beam pattern may be constructed with 'directed scanning beams,' each scanning beam directed to a different sector in the cell.")). Applying Sprint's construction, all the directed scanning beam signals emitted from

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a given antenna array will be within the same sector, in direct contravention of the plain language of the claims. *Id.* (citing Docket No. 161-2 ¶ 151).

General Access also says its interpretation of sector does not read out the sector limitations. *Id.* General Access acknowledges that there is a relationship between the claimed sectors and their respective "directed scanning beam signals," but argues its meaning of sector does not make the terms coextensive. *Id.* at 14. A "sector" refers to a geographic portion of a cell site. *Id.* A "directed scanning beam signal" is a beamformed signal emitted by a base station that transmits downlink data to "substantially only wireless access devices" located in a particular sector. *Id.* Moreover, beamformed signals do not have perfectly defined edges, and the claims do not require that the directed scanning beam signals be precisely congruous with a given sector. *Id.* (citing Docket No. 197-12 at 35:21–37:11.). Instead, the claims only require that the directed scanning beam signal transmit "downlink data traffic to substantially only wireless access devices within one of said sectors." *Id.*

Further, General Access contends that while its construction of sector does not render any claim term superfluous, Sprint's does. Sprint's expert agreed that by applying Sprint's construction, "a beamformed beam could not cover more than one sector." *Id.* (citing Docket No. 197-4 at 39:4–8, 63:2–9). If a beamformed signal could never cover more than one sector, then there would be no reason for the claim to require that the directed scanning beam transmit "to substantially only wireless access devices within one of said sectors." *Id.* at 14–15.

General Access next responds that Sprint's argument on indefiniteness is untimely and incorrect. The Court's Docket Control Order required the parties "to include any arguments related to the issue of indefiniteness in their *Markman* briefing." *Id.* at 15 (citing Docket No. 17 at 9).

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And Sprint failed to identify why a person of ordinary skill would have difficulty discerning what constitutes a portion of a cell site. *Id.*

Additionally, General Access contends that Sprint seeks to criticize General Access's construction by conjuring up problems that are purely theoretical. *Id.* Sprint argues that a sector could include a very small portion of a cell site but does not explain why that is inconsistent with the plain meaning of the term or the claims. *Id.* Sprint argues that a sector could cover rapidly changing or overlapping sectors but ignores the other limitations in the asserted claims that bear on this issue. *Id.* Sprint argues that a sector could include odd shapes but Sprint's expert stated that "a butterfly-shaped sector is . . . a nonsensical example" that is "outside reasonable practical constraints." *Id.* at 16 (citing Docket No. 197-12 at 110:15–24, 153:6–15).

Finally, General Access contends that Sprint's evidence for its construction all relates to its assertion that "Sprint and its vendors never describe the sectors of Sprint's TDD LTE network cell sites in the manner advocated by [General Access]." *Id*. (citing Docket No. 161 at 20). General Access argues that, even if true, the evidence regarding what portions of its network Sprint calls a sector is irrelevant to the claim construction issue currently before the Court. *Id.* (citing *SRI Int'l v. Matsushita Elec. Corp. of Am.*, 775 F.2d 1107, 1118 (Fed. Cir. 1985) (en banc) ("A claim is construed in the light of the claim language, the other claims, the prior art, the prosecution history, and the specification, ***not*** in light of the accused device." (emphasis in original))). Further, General Access argues that contrary to Sprint's assertion, its vendors have used sector in precisely the way General Access advocates. *Id.* at 17 (citing Docket No. 197-11 at [0042], [0004], [0067]).

Sprint first replies that General Access's opposition to summary judgment and its motion to strike are premised on the same basic foundation that General Access previously disclosed and relied on its current definition of sector. Docket No. 221 at 2. But, Sprint argues, the first time

that General Access disclosed its current infringement theory, which relies on its new interpretation of sector, was in its December 18, 2020 infringement expert report. *Id.* For example, General Access points to its contentions, but its contentions describe a sector as a particular, identifiable area of a cell and not merely any spatial area where a beam happens to be directed. *Id.* at 3. General Access did not provide a construction of sector in its contentions. *Id.* It block-quoted a document from a standards body responsible for the LTE standard: "A 'sector' is a sub area of a cell. All sectors within one cell are served by the same base station. A radio link within a sector can be identified by a single identification belonging to that sector." *Id.* (citing Docket No. 221-2 at Ex. B, p. 13).

Sprint then replies that the claims themselves directly conflict with General Access's new construction. The independent claims recite sending a broadcast beam to multiple sectors, and then sending a directed beam to one sector. *Id.* at 4. Dependent claims 28 and 29 recite sending a second directed beam to a second sector. *Id.* at 5. Sprint argues that if sector meant anywhere a beam is directed, the requirement of a first and second sector to which the first and second beams are sent would be entirely superfluous, as it would be satisfied in every instance where there is a first and second directed beam. *Id.*

Sprint further replies that the specification also precludes General Access's construction and shows that not every space where a beam is directed is a sector. *Id.* Figure 12A shows a 90-degree cell site sector and refers to nine beams within the sector. *Id.* (citing '931 Patent at 28:5–9). But the patent never refers to each beam area itself as a "sector." *Id.* Instead, it states that each sector has a "beam set" of multiple beams within each sector. *Id.* (citing '931 Patent at 28:27–29, 27:64). And, Sprint argues, the specification explains that sectors within a cell site are predefined and independent of where beams are directed. *Id.* (citing '931 Patent at 13:18–23 (cell sites are

"partitioned into four sectors each" or "partitioned into a different number of sectors, such as six sectors")). The specification also states that one or more modems serve each sector, each with a single antenna. *Id.* (citing '931 Patent at 16:8–15).

Sprint next replies that General Access's new construction of cell site sector is legally precluded because it would render meaningless claim limitations added to obtain the patent's allowance. *Id.* During prosecution of the '931 Patent, the examiner issued a rejection based on the Scott patent, which discloses beam forming. *Id.* (citing Docket No. 161-32 at 22:57–63). Prior to the rejection, claim 1 recited transmitting downlink data "to at least one of said wireless access devices using at least one directed scanning beam signal." *Id.* In response, the applicant amended claim 1 to add that the devices also must be "within one of said sectors." *Id.* (citing Docket No. 161-33 at GA0026756). Sprint contends that the amendment establishes that a sector cannot be simply any area where a beam signal is directed, otherwise restricting the devices to "within one of said sectors" would add nothing. *Id.* at 6. The applicant's arguments further establish that a sector cannot be anywhere a beam is directed, as the applicant did not dispute that *Scott* discloses sending beams to different areas of a cell site, but argued that "[n]othing in the cited portion of *Scott* suggests using a directional antenna to transmit download traffic to substantially only devices within one cell sector." *Id.* (citing Docket No. 161-33 at GA0026766). Sprint further argues that the basis for distinguishing *Scott* would have made no sense under General Access's current meaning of sector. *Id.* *Scott*'s undisputed disclosure of sending a beam to a particular area of a cell site by definition would constitute sending traffic to "only devices within one cell sector" because each area where a beam is sent is a sector. *Id.*

Lastly, Sprint replies that judicial estoppel should apply. During claim construction, General Access argued that its basis for distinguishing *Vornefeld* in IPR was that, although

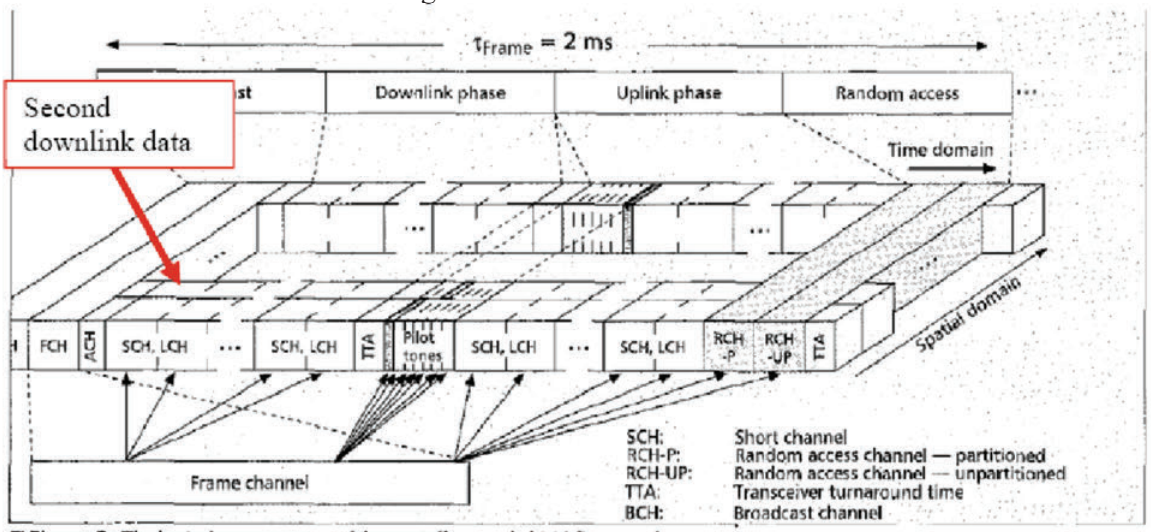
Vornefeld discloses downlink data sent in spatially separated beams, the different beams are not necessarily sent to different sectors. *Id.* at 7 (citing Docket No. 92 at 10; Docket No. 161-37 at 131:17–132:5, 119:10–16). And this Court relied on General Access's argument to conclude that there was no disclaimer of spatial separation, finding that "Plaintiff did not state that downlinks sent in spatially separated frames are necessarily not in the same TDD frame. Rather, it argued to the PTAB that such spatial separation does not necessarily equate to the different sectors that the claims require." *Id.* (citing Docket No. 105 at 34).

General Access's argument that it has maintained the same plain and ordinary meaning of sector throughout this case is unavailing. General Access's infringement contentions do not support its argument. In those contentions, General Access quotes a portion of the LTE standard describing that "[a] 'sector' is a sub-area of a cell." Docket No. 197-2 at 13 (quoting ETSI TR 121 905 V 13.1.0 | 2016-07 | p.28). General Access relies on only this portion of the standard to support its current position. But the entire standard, as cited in General Access's contentions, reads "[a] 'sector' is a sub-area of a cell. All sectors within one cell are served by the same base station. A radio link within a sector can be identified by a single logical identification belonging to that sector." *Id*. At best for General Access, the LTE standard's use of "sector" is ambiguous as to the plain and ordinary meaning of the term. *See* Docket No. 221 at 3 (explaining how the LTE standard's "single logical identification belonging to [a] sector" implies that a sector corresponds to a particular, identifiable area of a cell and not just any spatial area where a beam is directed.).

Fatal to General Access's current proposal, however, are the arguments it made in IPR—and then repeated to this Court during claim construction—to distinguish claims 28 and 29 from the prior art.

Plaintiff distinguished claims 28 and 29 from the reference *Vornefeld* as follows:

Petitioner argues that required elements of dependent claims 28 and 29 are disclosed by the "second data link" disclosed in Vornefeld. According to Petitioner, the second downlink data is shown in Figure 3 of the Vornefeld reference, as shown in Petitioner's annotated diagram shown below.



■ **Figure 3.** *The basic frame structure of the spatially extended MAC protocol.*

(Petition at 35 and 50; EX1003 at ¶ 218.) ***The second downlink data identified by Petitioner, however, is in a different, spatially-separated, simultaneous TDD frame <u>but not necessarily in a different sector as required by Claims 28 and 29</u>***. Claims 28 and 29 require that the second downlink data traffic be transmitted in "said TDD frame," to wireless devices within another sector. This is not shown or disclosed in Vornefeld. (EX2001 at ¶ 51.)

In addition, Vornefeld does not disclose or teach using a different directed scanning beam signal within a TDD frame to transmit downlink data to a wireless device in another sector, as also required by dependent claims 28 and 29. Although Vornefeld discloses directive beams, Vornefeld does not discuss or disclose using different or multiple beams in the same TDD frame to transmit to devices in another sector. (EX2001 at ¶ 52.)

Docket No. 105 at 34 (emphasis in order).[4]

[4] General Access's attempt at oral argument to distinguish these arguments because they reference Figure 3 of *Vornefeld* is a post hoc rationale that is unavailing. *See* Docket No. 286 at 2. General Access was distinguishing claims 28 and 29 from the system disclosed in *Vornefeld* generally, and the requirement that spatial separation not automatically equate to sector applies whether General Access points to Figure 2 or Figure 3 of the reference. Indeed, as Sprint noted, Sprint could not raise discrete figures in IPR while preserving others from the same reference for trial. Sprint raised *Vornefeld* as reference and now cannot argue the entire reference at trial, and General Access is held to what it argued there to distinguish the reference.

This Court has already ruled "Plaintiff did not state that downlinks sent in spatially separated frames are necessarily not in the same TDD frame. Rather, [Plaintiff] argued to the PTAB that ***such spatial separation does not necessarily equate to the different sectors*** that the claims require."[5] *Id.* at 34 (emphasis added). Further, the Court in its ruling stated "Plaintiff's position [is] that *Vornefeld* fails to teach transmitting ***to different sectors even though it teaches spatial separation***." *Id.* at 35 (emphasis added). And the Court pointed out that the Federal Circuit found "that *Vornefeld's* 'depiction of components in parallel in the spatial domain could illustrate to an ordinarily skilled artisan that multiple frames ***are sent simultaneously to different locations*** in three-dimensional space.' " *Id.* (citing *Sprint Spectrum L.P. v. Gen. Access Sols., Ltd.*, 812 F. App'x 999, 1006–07 (Fed. Cir. 2020)) (emphasis added). General Access never moved for reconsideration on these statements. Nor could it adequately explain, in its briefing or when asked at oral argument, how its current proposed plain and ordinary meaning of sector is consistent with what the Court has previously held.[6]

To accord with the IPR and claim constructions rulings, and to distinguish claims 28 and 29 from the prior art reference *Vornefeld*, sector in the '931 Patent must mean something more than simply spatial separation. General Access's proposed meaning of sector as "any portion of a

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[5] As to the Court's prior holding on IPR estoppel concerning the term TDD frame, the Court found estoppel did not apply because General Access's statement in IPR could be read to distinguish *Vornefeld* on two bases: that the "second downlink data" was (1) in a spatially-separated, simultaneous TDD frame or (b) not necessarily in a different sector as required by claims 28 and 29. Docket No. 105 at 34. Under General Access's current proposed meaning of sector, that would no longer be true. Because sector would be anywhere a beam was, option two would be eliminated and *Vornefeld* would necessarily disclose transmission of two directed scanning beams to different sectors of a cell site.

[6] While General Access does not address the crux of the issue in its briefing, the Court directly asked counsel at oral argument if, under General Access's proposed meaning of sector, any spatial separation would be a different sector and how this could be reconciled with the prior record. Docket No. 286 at 2. General Access's answer was unconvincing. First, General Access pointed to the Figure 2 versus Figure 3 argument discussed above, *supra* n.3. Second, General Access argued sectors are differentiated based on the information beams send, instead of where a beam is in space. The entire prior record is devoid of any such distinction. General Access was clear on what basis it distinguished claims 28 and 29 from *Vornefeld* up until this point—that spatial separation of beams disclosed in *Vornefeld* did not equate to beams going to different sectors. The Court finds General Access's current arguments irreconcilable with its prior arguments to this Court.

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cell site" or argument that "the area covered by any one directed scanning beam is a non-limiting example of a 'sector' " does not comply with this requirement. Docket No. 161-4 ¶ 310. General Access and its witnesses are thus prohibited from eliciting evidence, testimony or argument that sector means "any portion of a cell site" at trial.

Having rejected General Access's proposal, the Court does not, however, hold that Sprint's proposed meaning of sector—a portion of a cell site that is pre-defined by the transmission area of an antenna array—controls. Even Sprint acknowledged that the term could have a different plain meaning. Docket No. 221 at 2 ("No matter whether or how that plain meaning is precisely articulated, at its core a 'sector' is pre-defined and identifiable.").

The Court believes that by rejecting General Access's proposed interpretation, it has resolved the parties' dispute regarding the meaning of sector. *See Finjan, Inc. v. Secure Computing Corp.*, 626 F.3d 1197, 1207 (Fed. Cir. 2010). Experts may opine on the plain meaning of a term at trial in accordance with this order. If either party does not believe that this resolves their dispute, that party may file a notice **within 7 days of the issuance** of this order. That notice should include a proposed construction of sector and briefing schedule.

2. Noninfringement Position

Sprint argues that summary judgment is appropriate because there is no evidence that its accused LTE network transmits a "broadcast beam signal" to more than one sector in a Sprint cell site. Sprint contends that its typical accused product installation has three 120-degree sectors per cell site. Docket No. 161 at 17–18. And each sector is treated as a stand-alone system. *Id.* at 18 (citing Docket No. 161-2 ¶¶ 21, 44, 91–93; Docket No. 161-3 at 164:13–165:1, 166:17–19, 167:2–7; Docket No. 161-5 at 28:12–21; Docket No. 161-12 at 27:2–8; Docket No. 161-13 at 18:23–19:5, 20:1–8; Docket No. 161-19 at 112:20–113:11). Sprint argues that its accused products do

not transmit any signals, including the accused broadcast beam signals, across the sectors of Sprint's cell sites. *Id.* (citing Docket No. 161-2 ¶¶ 94–95; *id.* ¶¶ 35–103; Docket No. 161-5 at 28:22–29:5; Docket No. 161-22 at 78:21–79:2; Docket No. 161-3 at 44:1–7, 45:20–46:6). Sprint's expert explained that none of the physical channels accused of being the claimed "broadcast beam signal"—including the [redacted] signals—are ever transmitted to multiple sectors in a cell site. *Id.* And, for each sector of a cell site, [redacted]. *Id.* Sprint contends that, as a result, signals sent in one sector of the cell site must be different from signals sent in neighboring sectors of that same cell site. *Id.*

General Access responds that Sprint is not entitled to summary judgment under either party's proposed meaning of sector. Even under Sprint's definition that a sector refers to the area covered by an antenna array, General Access contends that Sprint's network still satisfies the "broadcast beam signal" limitation of the asserted claims because the start of each TDD frame includes a broadcast beam signal transmitted across the entire cell site. Docket No. 197 at 18. Sprint's base stations transmit a broadcast beam signal at the start of the frame, followed by narrower beamformed signals. *Id.* General Access points to [redacted] *Id.* (citing Docket No. 197-13 at 114:7–15). Mr. Harter further testified [redacted]. *Id.* (citing Docket No. 197-13 at 129:10–16). General Access contends that Sprint's documents further confirm [redacted]

[redacted] *Id.* (citing Docket No. 197-16 at SGAS01272650–51). [redacted]. *Id.* (Docket No. 197-16 at SGAS01272650–51). General Access argues that [redacted] *Id.* at 19 (citing Docket No. 197-39 ¶¶ 104, 218).

General Access further asserts that the LTE standard requires Sprint's base stations to transmit [redacted] *Id.* (citing Docket No. 197-39 ¶ 226). [redacted] *Id.* (citing Docket No. 197-39 ¶¶ 226–231). [redacted]. *Id.* at 19–20 (citing Docket No. 197-39 ¶¶ 227–229). The standard explains that "[t]he associated functionality is common (*i.e.*, not performed independently for each cell)." *Id.* at 20 (citing Docket No. 197-39 ¶ 229). Because Sprint's TDD frames all share the same basic structure, the simultaneous PBCH transmissions confirm that the PCFICH, PDCCH and other transmissions are also time-aligned across the antenna arrays at a given base station. *Id.* (citing Docket No. 197-19 at 19).

General Access responds that Sprint's argument that [redacted] (Docket No. 161 at 18) is inconsistent with the teachings of the relevant

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standard-setting body. *Id.* (citing Docket No. 197-20 at 35; Docket No. 161-35 ¶ 467). General Access contends that the relevant standard-setting body has concluded that a "broadcast" signal can also include a collection of narrower transmissions carrying the same type of data to the entire coverage area of a cell, even where those narrower transmissions have different scrambling. *Id.* at 21.

General Access concludes that because its experts will testify that Sprint's base stations' simultaneous transmission of PCFICH and PDCCH signals from each of its antenna arrays at the start of each frame is an example of the claimed "broadcast beam signals," and that "the LTE standards include the claimed broadcast beam [] by transmitting the collection of PCFICH and PDCCH signals in the entire coverage area of the base station," there is a material issue of fact that precludes summary judgment. *Id.*

Sprint replies that this theory is meritless. Docket No. 221 at 9. Sprint argues that General Access's argument fails because [redacted] *Id.* First, the [redacted] *Id.* [redacted] *Id.* (citing Docket No. 221-7 at § 5.3.3; Docket No. 161-39 ¶¶ 92–104). Likewise, [redacted] *Id.* (citing Docket No. 221-8 at §§ 6.7, 6.7.1, 6.7.4). Second, the [redacted] *Id.* As a result, [redacted] *Id.* (citing Docket No. 161-2 ¶¶ 91–103).

Having considered the parties' arguments, the Court finds that Sprint has not carried its burden to show an absence of a genuine issue of material fact for trial. Although the Court does not adopt Sprint's proposed plain and ordinary meaning of the term sector, even under its definition, General Access has put forward some evidence of infringement. For example, General Access asserts that [redacted] *See* Docket No. 197-39 ¶¶ 226–231; Docket No. 197-13 at 114:7–15, 129:10–16; Docket No. 197-19 at 19; Docket No. 197-16 at SGAS01272650–51. Under the circumstances, Sprint's request that the Court find General Access's evidence insufficient as a matter of law would necessarily require the Court to weigh the evidence and assess General Access's experts' credibility, which is inappropriate at summary judgment. *See Anderson*, 477 U.S. at 249. Sprint's motion for summary judgment (Docket No. 161) is thus **DENIED**.

II. GENERAL ACCESS'S MOTION TO STRIKE

On the same day that Sprint moved for summary judgment, General Access moved to strike Sprint's expert's opinions based on his proposed meaning of the term sector. Docket No. 155. There is significant overlap between the two motions, and several arguments have been previously discussed in the section above. The Court now addresses the remaining arguments.

General Access contends that, to conjure up a noninfringement defense, Sprint has now raised a dispute over the meaning of sector. Docket No. 155 at 6. General Access maintains that sector means a "portion of a cell site," which is the same plain and ordinary meaning of the term General Access has used from the beginning of the case. *Id.* (citing Docket No. 155-2 ¶ 310; Docket No. 155-7 ¶ 216; Docket No. 155-1 at Ex. B, p. 13). But Sprint's expert now opines that

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the term is limited to "the portion of a cell site that is pre-defined by the transmission area of an antenna array." *Id.* (citing Docket No. 155-3 ¶ 37). General Access contends that many of Sprint's noninfringement opinions are based on this narrow interpretation of sector. *Id.* (citing Docket No. 155-3 ¶¶ 94, 135). General Access argues that the dispute concerning the scope of the term presents a question of claim construction for the Court.[7] *Id.*

General Access also argues that Sprint has waived its proposed construction of the term sector. *Id.* at 13. General Access contends that Sprint has known about General Access's understanding of the term sector since at least April 2020, when General Access served its infringement contentions. General Access asserts that the contentions expressly cited the relevant standards, which define a sector as a "sub-area of a cell." *Id.* (citing Docket No. 155-1 at Ex. B, p. 13).

To support its position, General Access also points to the parties' proposed terms for claim construction. General Access argues that Sprint initially identified for construction five phrases that included the term sector. *Id.* (citing Docket No. 155-15). The morning that the parties' proposed constructions were due, however, Sprint's counsel stated that Sprint would be dropping all the phrases that included the term sector. *Id.* at 14 (citing Docket No. 155-16). Now, General Access argues, more than six months after foregoing a construction if sector, Sprint submitted its rebuttal expert report disclosing for the first time that Sprint would be advancing a materially different and narrower understanding of the term. *Id.*

General Access argues that this is a clear-cut case of waiver and any untimely claim construction arguments should be rejected. *Id.* (citing *Music Choice v. Stingray Digital Grp. Inc.*,

[7] Redundant with its response and surreply to summary judgment, General Access also argues that Sprint's definition of sector is inconsistent with the plain language of the claims, the teachings of the specification and the plain and ordinary meaning of the term as it is used in the art. Docket No. 155 at 7–13. As the Court ruled as part of its analysis on summary judgment that it would not exclusively adopt Sprint's meaning of the term, these arguments are moot.

No. 2:16-CV-00586-JRG-RSP, 2019 WL 8110069, at *3 (E.D. Tex. Nov. 19, 2019) (excluding claim construction arguments "a party could have made . . . during the claim construction phase of the case but did not" (internal quotes omitted))). Further, General Access contends that it would be prejudicial to allow Sprint's argument now. *Id.* General Access asserts that by waiting until after the close of fact discovery to disclose that it would be pursuing a different construction of sector, Sprint ensured that General Access would not focus its discovery efforts on gathering evidence to prove that Sprint infringes under its construction. *Id.* at 15.

Sprint responds that it was not clear until General Access served its expert report that the parties disagreed over the term sector—their dispute until that point was one of infringement, not claim construction. Docket No. 194 at 8. But, Sprint argues, General Access's expert report attempted to broaden the meaning of sector from its customary meaning to include "any portion" of a cell site, including portions infinite in number, changing second-to-second, overlapping with other sectors and even being co-extensive with the directed scanning beam itself. *Id.* at 9 (citing Docket No. 194-2 ¶¶ 99, 310; Docket No. 194-21 at 77:7–78:6; 85:7–11; Docket No. 194-3 at 47:20–51:2, 101:9–14, 105:22–106:12). Sprint contends that its expert properly responded in his rebuttal report by explaining how this was inconsistent with a person of ordinary skill in the art's understanding. *Id.* (citing Docket No. 194-5 ¶ 37). As to the argument that it initially abandoned its proposed construction of sector during claims construction, Sprint responds that its initial disclosures identified several claim terms that included the word "sector" only as part of a longer phrase and the meaning of cell site sector, as it is disputed here, was never the focus of these terms. *Id.* (citing Docket No. 194-8 at 2–3; Docket No. 194-9 at 72–73; Docket No. 194-10 at App. A).

Sprint also responds that waiver is not appropriate here. None of the cases cited by General Access are analogous to this matter. *Id.* Here, the parties disagree on whether Sprint's TDD LTE

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network infringes the cell site sector-related claim limitations under the plain and ordinary meaning. *Id.* at 10. Sprint contends that it was General Access who raised the dispute on the plain and ordinary meaning by indicating for the first time in its expert report that it intended to compensate for the lack of evidence of infringement by redefining its plain and ordinary meaning of sector. *Id.* Sprint thus responded at the first available opportunity. *Id.*

Further, Sprint responds, its expert's opinions concerning a person of ordinary skill in the art's understanding of sector are appropriate under a plain and ordinary meaning construction. *Id.* Sprint points to this Court's repeated holdings that experts can testify to the plain and ordinary meaning of terms based on their training and experience. *Id.* (citing *Equistar Chems., LP v. Westlake Chem. Corp.*, No. 6:14-CV-00068-KNM, 2016 WL 4375955, at * 3 (E.D. Tex. Feb. 26, 2016) (denying motion to exclude expert opinion on the plain and ordinary meaning of claim term, and distinguishing scenarios in which expert offers testimony that deviates from the Court's *Markman* order); *Traxcell Techs., LLC v. AT&T Corp.*, No. 2:17-cv-00718-RWS-RSP, 2019 WL 4470618, at *2 (E.D. Tex. Sept. 18, 2019) (denying motion to strike expert opinion on plain and ordinary meaning of claim not construed by the Court because the opinion did not conflict with any of the Court's constructions). Sprint contends that this is precisely the type of opinion that its expert offers, and, as the parties agree that sector has its plain and ordinary meaning, Sprint's expert's noninfringement opinions are fully admissible. *Id.*

Lastly, Sprint contends that General Access's request for claim construction is improperly posed—Sprint is aware of no case in which this Court has construed a claim in the context of a motion to strike. Sprint argues that the closest cases involve experts who asserted claim constructions at odds with a court's prior ruling, and the court struck those claim construction

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arguments without striking the related infringement opinions.[8] *Id.* at 11 (citing *Commonwealth Sci. & Indus. Rsch. Organisation v. Mediatek Inc.*, No. 6:12-CV-00578, 2015 WL 12806515, at *3 (E.D. Tex. June 29, 2015) (granting motion to strike opinions of expert that depart from Court's claim construction, but otherwise permitting expert to opine on factual issues relating to non-infringement positions)).

General Access replies that Sprint's argument that it did not seek a construction of sector because it is applying the plain and ordinary meaning of the term fails. Docket No. 218 at 4. Indeed, General Access contends, the arguments Sprint relies on—prosecution history estoppel, judicial estoppel and the meaning it and its vendors have applied to the term—are classic claim construction arguments. *Id.*

General Access further replies that the definition included in its infringement contentions is substantively identical to General Access's construction. *Id.* at 5. General Access also points to both parties' IPR experts, who each testified that sector has the meaning for which General Access advocates. *Id.* (citing Docket No. 197 at 7; Docket No. 197-5; Docket No. 197-10). And General Access states that it explained at the *Markman* hearing that a sector is merely a "portion of a cell site." *Id.* (citing Docket No. 161-30 at 80–81, 123).

General Access also replies that Sprint's explanation for dropping phrases that included the word "sector" from the claim construction process is meritless. General Access contends that

[8] Sprint also argues that this Court has engaged in supplemental claim construction in ruling on motions for summary judgment that presented a dispute as to claim scope. Docket No. 194 at 11 (citing *epicRealm, Licensing, LLC v. Autoflex Leasing, Inc.*, No. 5:07-CV-00125-DF, 2008 WL 11345894, at *2 (E.D. Tex. Aug. 7, 2008) (applying *O2 Micro Int'l Ltd. v. Beyond Innovation Tech. Co.*, 521 F.3d 1351 (Fed. Cir. 2008)) (finding "there is nothing improper with revisiting claim construction in light of infringement arguments raised during summary judgment briefing")). Sprint argues that the reasons for doing so apply equally to terms that the Court has not previously construed and to terms that the Court previously construed as having their plain and ordinary meaning. *Id.* (citing *O2 Micro*, 521 F.3d at 1362–63). Thus, while both parties' experts have opined that sector of a cell site should be given its plain and ordinary meaning, to the extent that the Court determines an issue exists necessitating construction, Sprint's motion for summary judgment places the dispute before the Court. *Id.* at 11–12. The Court ruled on this issue in conjunction with Sprint's motion for summary judgment.

Sprint asserts without support that "[t]he meaning of cell site sector was never the focus" of the phrases it had proposed for construction. *Id.* General Access asserts that Sprint's 2017 P.R. 4-1 disclosures listed the term sector as a term for construction on its own. *Id.* (citing Docket No. 218-2 at 2).

Sprint contends in its surreply that General Access's only argument appropriate for a motion to strike—untimeliness—has no basis in fact. Docket No. 242 at 1. Sprint argues that, crucial to this motion to strike, the first time General Access disclosed its infringement theory and the construction on which it relies was in its expert's December 2020 opening report. *Id.* at 2 (citing Docket No. 155-3 ¶ 310; Docket No. 221-2 at 2–3). And while General Access points to a description of sector in the LTE standard, quoted in its infringement contentions, that passage does nothing to change the fact that the infringement theory in General Access's report is stated nowhere in General Access's contentions. *Id.* (*compare* Docket No. 221-2 at Ex. B, p. 13 *with* Docket No. 155-3 ¶ 310). Sprint argues that General Access's infringement contentions actually contradict General Access's new infringement theory by quoting Sprint's own documents distinguishing between a sector, on the one hand, and the coverage area of a beam, on the other. *Id.* (citing Docket No. 221-2 at Ex. B, p. 6) ("[W]hile our competitors are sending LTE data meant for a specific customer to everyone in a sector, we are able to transmit more directive beams to exactly where our customers are located.")). And General Access quotes only a small portion of the LTE standard's description of sector. *Id.* Sprint contends that the actual description contradicts General Access's new theory and supports Sprint: the LTE standard's description does not suggest that a sector is any area in a cell site, defined by wherever a beam may be sent, but rather that it is "a sub-area of a cell" with "a single logical identification belonging to that sector." *Id.* (citing Docket No. 221-2 at 2–3).

Sprint further contends that General Access misleadingly states that Sprint identified sector in its "original P.R. 4-1 disclosures" but ultimately did not "seek a narrowing construction." *Id.* Sprint argues that General Access leaves out that those April 2017 P.R. 4-1 disclosures were served before IPR, where General Access explicitly agreed with Sprint's broadest reasonable construction of sector as the "arc of a cell site served by an individual antenna or antenna array." *Id.* (citing Docket No. 221-2 at 4, Docket No. 221-3 at 10, Docket No. 221-4 ¶ 54, Docket No. 161-33 at 15). Sprint argues that even if sector might have been in dispute four years ago, given General Access's agreement as to the broadest meaning of sector, with which General Access's contentions were consistent, Sprint had no reason to propose sector in its 2020 P.R. 4-1 disclosures. *Id.* at 3 (citing Docket No. 194-7 at 4).

Sprint also replies that General Access's claim that it "repeatedly explained at the Markman hearing that a 'sector' is merely a 'portion of a cell site' " is unavailing. *Id.* Sprint argues that General Access never contended—not at the *Markman*, nor in its contentions—that a sector can be defined by wherever a beam happens to point. *Id.*

Sprint further replies that General Access's other arguments—that Sprint's expert should not have articulated the ordinary meaning of sector and that his articulation is wrong—are not a basis to strike. *Id.* General Access does not argue that the opinions contradict an order of the Court; indeed, the Court did not construe sector. *Id.* Sprint argues that its expert's articulation of the plain meaning of sector was a direct response to General Access's expert's new meaning of the term. *Id.* Sprint contends that in his report, General Access's expert stated that while he would apply the "plain and ordinary meaning" to terms not construed by the Court, in order to "ascertain th[is] meaning," he considered intrinsic and extrinsic evidence. *Id.* (citing Docket No. 155-3 ¶¶ 46–48). Thus, Sprint argues, it was entirely proper for it to respond to General Access's

interpretation of sector and to explain why it is incorrect. *Id.* at 4 (citing Docket No. 161-2 ¶¶ 36–37).

As the Court stated above, General Access's argument that it clearly maintained its current proposed definition of sector throughout this suit is unavailing. Nor had Sprint seemingly capitulated to that meaning and later reversed course in its rebuttal expert report, as General Access implies. General Access's infringement contentions were—at best—ambiguous, particularly in light of the conflicting positions General Access took during the IPR and during claim construction here.

General Access's arguments on Sprint's proposed terms for construction under P.R. 4-1 also fail. The terms identified in the P.R. 4-1 disclosures all have several components, and it is not clear that sector was the focus of the possible constructions. Further, Sprint was not the only party who failed to propose a plain and ordinary meaning construction for sector at claim construction; General Access similarly failed to do so.

Sprint's expert opinion on the plain and ordinary meaning of sector is thus not untimely and not waived. Sprint's expert responded at the first opportunity after General Access's expert explicitly laid out his opinions on General Access's improper proposed meaning of sector. As the Court has found that Sprint's expert opinion was not untimely, General Access's motion to strike (Docket No. 155) is **DENIED**. It is further

ORDERED that within 7 days of the issuance of this order, the parties shall jointly submit a proposed redacted version of this sealed order so that a public version can be made available.

So ORDERED and SIGNED this 21st day of July, 2021.

ROBERT W. SCHROEDER III
UNITED STATES DISTRICT JUDGE