

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

AMERICAN GNC CORPORATION,

Plaintiff,

v.

ONEPLUS TECHNOLOGY (SHENZHEN)
CO., LTD.,

Defendant.

Civil Action No. 6:20-cv-00171-ADA

AGNC'S REPLY CLAIM CONSTRUCTION BRIEF

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I. Introduction

OnePlus' response brief identifies no ambiguity in the claim terms that it seeks to construe such that construction is necessary. Instead, for 9 of its 10 terms, OnePlus' proposed constructions seek to add limitations from examples in the specification that limit the claims to a particular configuration or embodiment. OnePlus proposes to treat those terms as if they were means-plus-function terms, limiting the claimed inventions to the example structures and configurations disclosed in the specification. None of the terms at issue, however, are means-plus-function terms subject to such restrictions.

OnePlus' brief nowhere addresses the cases that AGNC relied on to establish that limiting claims to one embodiment is typically not correct, even when the specification discloses only one embodiment. Instead, for these terms, throughout its brief, OnePlus relies on *Laitram*, *Bell Atlantic Network* and *Trs. of Columbia Univ.* in purported support of its contention that the written description must limit the claims' terms. But even these cases do not support this proposition and their facts are not analogous to any of those here.

OnePlus cites *Laitram* for the proposition: "the written description requirement of 35 U.S.C. § 112, ¶ 1, warranted a claim construction that encompassed only the disclosed embodiments." In *Laitram*, the Federal Circuit did not hold that the specification limited the claims, but that "the asserted claims will bear only one interpretation." *Id.* at 1463. It further explained: "While claims are not necessarily limited by the written description, it is relevant that nothing in the written description suggests that the driving surfaces can be anything but flat." *Id.* During prosecution, the *Laitram* patentee also distinguished prior art that disclosed other shapes.

OnePlus cites *Bell Atlantic Network Servs., Inc. v. Covad Comm'ns Group, Inc.*, 262 F.3d 1258, 1271 (Fed. Cir. 2001) for the proposition: "[W]hen a patentee uses a claim term

throughout the entire patent specification, in a manner consistent with only a single meaning, he has defined that term ‘by implication.’” In *Bell Atlantic*, the plaintiff challenged the district court’s claim construction of “plurality of different modes” arguing that the rate of data transfer can be changed to create additional modes. The Court rejected that argument because “In this case, in addition to the Summary of the Invention, the Detailed Description of the Preferred Embodiments continues to use the terms ‘mode’ and ‘rate’ to refer to two separate and distinct concepts.”

In *Trs. of Columbia Univ. in City of N.Y. v. Symantec Corp.*, 811 F.3d 1359, 1364 (Fed. Cir. 2016), the district court had construed “byte sequence feature” to mean a “[f]eature that is a representation of machine code instructions of the executable.” *Id.* at 1365. Columbia argued that the term “byte sequence feature” included not only machine code instructions but also other information. The Federal Circuit disagreed because “[t]wice in the specification, the patentee states that the ‘byte sequence feature’ is useful and informative ‘because it represents the machine code in an executable.’ . . . These are not simply descriptions of the preferred embodiment but are statements defining ‘byte sequence feature.’” *Id.*

OnePlus’ brief makes no effort to show that any of the claim terms here present analogous factual circumstances, e.g. there are not limiting statements in the AGNC patent specifications; other embodiments are not only contemplated but were undisputedly understood by those of skill in the art. *See*, e.g. Dkt. No. 55 at 19, 26, 28.

For the lone term that OnePlus argues is indefinite, OnePlus fails to meet its burden showing of clear and convincing evidence to overcome the presumption of validity, ignoring the words of the claim and asking the Court to assume, against evidence, that a person of ordinary

skill would view the claim as disclosing a subjective term of degree.¹ For these reasons, this Court should reject OnePlus’ constructions and adopt AGNC’s.

II. Disputed Claim Terms

1. “vehicle” (’555 pat. claim 49)

OnePlus’ only purported support of its proposed requirement “capable of being propelled,” is the deposition statement from AGNC’s expert, Messenger, that because a building is anchored to the ground, a building would not be a vehicle. Resp., p. 2 (citing Ex. 2, p. 77.). That vehicles are not normally or permanently anchored to the ground is consistent with the ordinary meaning of “vehicle” but does not require imposing the words “capable of being propelled.”

OnePlus makes no effort to explain or defend the purported requirement that a “vehicle” must be construed as a “device or structure.”

AGNC relies on the plain and ordinary meaning set forth in multiple dictionary definitions of “vehicle.” Nowhere does OnePlus’ brief address these dictionary definitions or disagree with AGNC’s expert, Mr. Messenger, that a person of ordinary skill in the art at the time of invention would have understood “vehicle” consistent with its ordinary meaning. Dkt. No. 55, Ex. 1 at ¶¶ 40-41. OnePlus nonetheless argues that AGNC’s definition would include items not typically understood as vehicles, including phones and mothers carrying babies. This

¹ OnePlus must overcome the presumption of validity by clear and convincing evidence. *Biosig Instruments, Inc. v. Nautilus, Inc.*, 783 F.3d 1374, 1377 (Fed. Cir. 2015).

is not correct.² OnePlus makes no effort to explain how its proposed definition cures these purported problems.

Should this Court decide construction is necessary, AGNC's proposed construction is consistent with the intrinsic evidence and reflects the plain and ordinary meanings identified in dictionaries as understood by those of skill in the art, including by AGNC's expert, Mr. Messenger and LG's expert, Mr. Andrews.

2-3. “dither drive signal” (’555 pat. claim 49) and “dither driver signals” (’122 pat. claim 1)

Although the ’555 and ’122 patents have no familial relationship, OnePlus insists that the similar, but not identical, terms between them should be construed with the same construction because during the prosecution of the ’122 patent, a terminal disclaimer was filed to the ’555 patent in response to an obvious double patenting rejection. Resp., p. 4. In support, OnePlus relies on *Geneva Pharm., Inc. v. GlaxoSmithKline PLC*, 349 F.3d 1373 (Fed. Cir. 2003). Yet, even *Geneva Pharm.* recognizes that the nonstatutory double patenting “doctrine prevents an applicant from extending patent protection for an invention beyond the statutory term *by claiming a slight variant...* [and] with nonstatutory double patenting, a terminal disclaimer may restrict *the slight variation* to the term of the original patent and cure the double patenting rejection.” *Id.* at 1377-78 (emphasis added). Because the ’122 and ’555 claims are not identical and do not have a familial relationship, construing these terms identically would be improper. OnePlus identifies no case that holds that a terminal disclaimer between unrelated patents mandates that similar, but not identical, terms be construed the same. Indeed, another case relied

² AGNC has narrowed its construction of “vehicle” since its LG case. AGNC’s proposal does not now include any “carrier.” Andrews’ testimony from the LG case was about that part of the construction but is now irrelevant to the construction AGNC sponsors here.

on by OnePlus elsewhere in its brief identifies situations where a similar construction is warranted between different patents; however, none of those scenarios involves patents from different families. *Omega Eng'g, Inc. v. Raytek Corp.*, 334 F.3d 1314, 1333–34 (Fed. Cir. 2003) (“[A]n interpretation asserted in the prosecution of a parent application can also affect continuation applications, continuation-in-part applications, and even related continuation-in-part applications arising from the same parent.”) (internal citations omitted).

Beyond seeking to construe these terms from different patents identically, OnePlus attempts to add limitations from the ’555 patent specification that are not present in the ’122 patent to the ’122 claim.³ For example, OnePlus’ construction seeks to add that the signals are “continuous or periodical” and that the “inertial elements oscillat[e] with a constant momentum.”⁴ Yet, OnePlus ignores and nowhere acknowledges that neither “continuous” nor “periodical” nor “constant momentum” appear anywhere in the ’122 patent specification. Despite this, OnePlus still seeks to add these limitations that are only found in the ’555 patent specification to not only the ’555 patent claim, but to the ’122 claim as well.⁵

³ OnePlus also relies on *Verizon Servs. Corp. v. Vonage Holdings Corp.*, 503 F.3d 1295, 1308 (Fed. Cir. 2007) and *Microsoft Corp. v. Multi-Tech Sys.*, 357 F.3d 1340, 1348 (Fed. Cir. 2004) for the proposition that when a patent describes an invention as a whole including in the Summary of the Invention, that description is not limited to a particular embodiment. But neither of these cases support limiting the claimed invention of one patent with a description of an invention from an unrelated patent.

⁴ Claim 49 of the ’555 patent already requires that dither drive signal “maintain an oscillation of at least one set of inertial elements in an angular rate detecting unit **with constant momentum**” (emphasis added) rendering OnePlus’ construction at least partially redundant.

⁵ OnePlus almost exclusively relies on citations to the ’555 patent specification but attempts to apply its teachings to both the ’555 and ’122 patents. OnePlus also attempts to apply a portion of an AGNC statement explicitly made only in the context of the ’555 patent to both the ’555 and ’122 patents. *Compare* Dkt. No. 55, p. 8-9 (***In the different context of the ’555 patent***, AGNC agrees that the portion of OnePlus’ proposed construction relating to the requirement of “constant momentum” is consistent with the claim. ***However...***) (emphasis added) *with* Resp., p.6 (“AGNC agrees...”).

4. “consistent and repeatable angular rate signals that are proportional to said vehicle angular rate” (’555 patent claim 49)

OnePlus’ brief argues as if claim 49 of the ’555 patent had recited the term “accurate,” arguing that the term “depend[s] on the degree of *accuracy* of quantitative measurement” and that the claim does “not provide guidance to one of ordinary skill in the art on how *accurate* the quantitative measurement of ‘consistent and repeatable’ angular rate signals needs to be.” Resp., pp. 7-8; *see also id.* at 7 (arguing that and citing Andrews arguing “So *how accurate is accurate?*”)(emphasis added). OnePlus effectively proposes to first re-write the claim to use the word “accurate,” apparently to make the claim appear facially subjective. OnePlus then argues that there is insufficient guidance as to the degree of accuracy that the claim requires.

But claim 49 of the ’555 patent does not use the term “accurate” (or “accuracy”). Instead, the claim recites something different: “consistent and repeatable angular rate signals that are proportional to said vehicle angular rate.” OnePlus makes no *showing* that this claim language has any subjectivity or recites any term of degree. OnePlus’ brief also nowhere identifies:

- Any case in which “consistent” or “repeatable” were held indefinite;
- Any case in which “consistent” or “repeatable” were held to be terms of degree;
- Any case in which any claim similar to AGNC’s claim 55 was at issue.

Instead of proving it, OnePlus’ brief assumes, contrary to the caselaw, that every adjective in a claim is a subjective term of degree that requires mathematical boundaries specified for every instance in which the claim is used. That OnePlus ignores the contrary cases in AGNC’s opening brief (in which courts rejected indefiniteness arguments for similar terms) confirms that OnePlus is unable to distinguish them. *E.g. Trover Group, Inc. v. Tyco Int’l, Ltd.*, No. 2:13–CV–52, 2014 WL 3736340, at *9 (E.D. Tex. July 28, 2014) (where claim recited “amplitudes that are

different”); *Solocron Media, LLC v. Verizon Commc'ns Inc.*, No. 2:13-CV-1059-JRG-RSP, 2015 WL 1011310, at *27 (E.D. Tex. Mar. 5, 2015) (“an enhanced performance speaker”); *Cioffi v. Google Inc.*, No. 2:13-CV-103-JRG-RSP, 2014 WL 4293978, at *19 (E.D. Tex. Aug. 28, 2014), rev’d on other grounds, 632 F. App’x 1013 (Fed. Cir. 2015) (“an intelligent cellular telephone capability”).

Instead, apparently because “correct” is similar to “accurate,” OnePlus relies on *Vstream Technologies, LLC v. PLR Holdings, LLC*, 2016 WL 6211550, *6-*8 (E.D. Tex. 2016) in which the terms at issue were “sufficiently correct” and “not sufficiently correct.” Unlike *Vstream*, here, neither “consistent” nor “repeatable” are modified by a qualifier such as “sufficiently”. See also *Cypress Lake Software, Inc. v. Samsung Elecs. Am., Inc.*, 382 F.Supp.3d 586 (E.D. Tex. 2019) (where the disputed term was “more convenient.”). OnePlus’ brief also relies on the inapposite case *Interval Licensing LLC v. AOL, Inc.*, 766 F.3d 1364, 1370-71 (Fed. Cir. 2014), in which the term was “unobtrusive manner.”

OnePlus provides no declaration from any POSITA on this claim term. OnePlus relies on the deposition transcript from Andrews, LG’s expert in its case. Andrews provided no declaration on this claim term. Instead, in the LG case, at deposition, in response to specific questions, Andrews testified on a narrower issue, that AGNC’s proposed construction in LG (not the construction here) “hasn’t really addressed the requirement or quantitative measure” and that “I need to know how accurate and how much noise.” Resp., Ex. 1 at 132:11-22. There is still no record opinion from any POSITA on the larger issues:

- that a POSITA would view “consistent and repeatable angular rate signals that are proportional to said vehicle angular rate” as subjective,

- that a POSITA would view “consistent and repeatable angular rate signals that are proportional to said vehicle angular rate” as a term of degree, and
- that “consistent and repeatable angular rate signals that are proportional to said vehicle angular rate,” in the context of this claim and the specification, fails to inform, with reasonable certainty, those skilled in the art about the scope of the invention.

That neither Andrews nor any expert for OnePlus gave any such a declaration addressing these issues suggests that they were unwilling to do so; in any event, the record lacks clear and convincing evidence.⁶

OnePlus does not challenge that “consistent” means “done in the same way over time” and repeatable means “able to be done again,” i.e. in each cycle of measurement. Dkt. No. 55, Ex. 1 at ¶¶ 59-60, 62. Indeed, even Andrews agreed that “repeatable” means “the process is able to be done again.” Resp., Ex. 1 at 128:2-25. These terms are not subjective or terms of degree. In the context of claim 55, “consistent and repeatable angular rate signals” means that when a vehicle, such as a car, has the same “vehicle angular rate,” the “angular rate signals” will be in consistent proportion to the “vehicle angular rate” in each cycle of the measurement.

5. “capacitive pickoff excitation signals” (’122 pat. claim 1)

OnePlus’ response contends that the ’122 Patent defines “capacitive pickoff excitation signals” as “phase reference signals from an oscillator” citing Fig. 6, 8:19-26, and 8:55-60.

⁶ In the ZTE case, Messenger proposed a construction in the alternative to plain meaning: “consistent and repeatable angular rate signals” means “angular rate signals” that are more accurate, more stable across operating conditions, and more repeatable than were it not for the processing performed by the interfacing circuitry. Although AGNC is not proposing this alternative construction here, instead relying on the claim language, both AGNC and Messenger maintain that this alternative construction remains correct.

Resp. at 9-10. However, as also explained in AGNC’s opening brief, rather than define “capacitive pickoff excitation signals,” those portions of the specification teach that the “capacitive pickoff excitation signals” may also be used as phase reference signals for the demodulator circuit so that it can “extract[] the in-phase portion of the filtered dither displacement differential signal”:

a demodulator circuit **214**, connected to the high-pass filter circuit **213**, for receiving the capacitive pickoff excitation signals as phase reference signals from an oscillator and the filter dither displacement differential signal from the first high-pass filter, and extracting the in-phase portion of the filtered dither displacement differential signal to produce an inertial element displacement signal with known phase;

Dkt No. 55, Ex. 9, ’122 pat., 8:19-26.

Contrary to OnePlus’ contention, the teachings of the specification do not mandate that an oscillator is the source of the “capacitive pickoff excitation signals”. Claims are not to be limited to the preferred embodiments. Rather than address the cases AGNC relies on that establish that construing claims as being limited to an embodiment are improper, OnePlus cites to *Laitram* and *Symantec*, which were discussed above. OnePlus also relies on *J.T. Eaton*. In *J.T. Eaton*, the Federal Circuit held that where a claim term has no previous meaning to those of ordinary skill in the art, “it’s meaning [] must be found somewhere in the patent.” *J.T. Eaton & Co. v. Atlantic Paste & Glue Co.*, 106 F.3d 1563, 1568 (Fed. Cir. 1997). However, OnePlus’ brief acknowledges that the term has a meaning to those of skill in the art: “The parties agree that the term ‘capacitive pickoff excitation signals’ *refers to signals applied to the angular rate sensor unit’s pickoff capacitors.*” Resp. at 9 (emphasis added).

OnePlus’ final argument is that if a noise signal was used as a “capacitive pickoff signal,” one could not assess the value of the pickoff capacitors is not persuasive. *See* Resp. at 11. However, if that same signal was used as a reference signal for a demodulator, the original noise

signal could be extracted from the sensed signal, and in conjunction with other filter circuitry result in the measured angular rate.

6. “displacement restoring signal” (’122 pat. claim 1)

In the context of the claim, the meaning of term itself is clear. As a result, OnePlus’ response brief demonstrates that there is no ambiguity with “displacement restoring signal”:

The parties appear to be in agreement with respect to how a “displacement restoring signal” is used, *which is to restore displacement of the inertial elements*.

Resp. at 12. Because OnePlus has agreed with it, AGNC’s proposed construction should be adopted: a “displacement restoring signal” should be construed as a “signal that is used to restore displacement of the inertial element(s).”

Despite this, OnePlus nonetheless argues that its construction “simply provides the *necessary context* for the displacement restoring signal...” OnePlus never explains why providing “necessary context” is consistent with claim construction law or why its proposed additional limitations are “necessary.”

In reality, OnePlus asks to import additional limitations not already present into the claim. Specifically, OnePlus improperly seeks to add the limitations that the “displacement restoring signal”: (1) is formed from an angular rate signal output and (2) is used to drive the angular rate sensor unit.

Remarkably, OnePlus also agrees that the unasserted dependent claims contain the additional limitations that OnePlus seeks to import from the specification. Resp., p. 13 (“A similar description is also provided in unasserted claims 7, 8, 9, and 10.”). Thus, it is undisputed that each of unasserted claims 7, 8, 9, and 10—but not asserted claim 1, where the claim term appears—disclose the limitations that OnePlus seeks to add to claim 1:

“an integrator, which is connected with said low-pass filter, integrating said ***angular rate signal to form a displacement restoring signal*** without an offset; and a driver amplifier, which is connected to said integrator, ***amplifying said displacement restoring signal without said offset to form a driving signal to said angular rate sensor unit.***”

Dkt. No. 55, Ex. 9, '122 pat., claims 7, 8, 9, 10.⁷

The additional limitations in the dependent claims were not already inherent in the claim term used in claim 1; if they were, they would be superfluous in the dependent claims. OnePlus attempts to avoid the logical implications of these dependent claims by arguing that “claims 7 and 8 provide additional structural elements not required by OnePlus’s proposed construction.” Resp., p. 13. OnePlus does not address claims 9 and 10 at all and does not explain why the fact that these claims recite additional limitations diminishes the idea that it would not make sense to explicitly recite claim elements that OnePlus argues were already present in independent claim 1. OnePlus’ own case citation supports AGNC’s argument here. *See* Resp. at 14 and *Curtiss-Wright Flow Control Corp. v. Velan, Inc.*, 438 F. 3d 1374, 1380-81 (Fed. Cir. 2006) (holding claim differentiation “refers to the presumption that an independent claim should not be construed as requiring a limitation added by a dependent claim” and finding claim differentiation relevant where a proposed construction would render additional or different language in another claim superfluous). OnePlus cites no case in which the dependent claims must be completely superfluous with the independent claim to violate the claim differentiation doctrine.

Fundamentally, OnePlus relies on the fact that there is only one description in the specification of the displacement restoring signal. Resp. at 13. The description OnePlus cites is

⁷ Each of these claims, as well as the description at 8:65-9:4 that OnePlus cites, provide that the angular rate signal forms a displacement restoring signal without an offset. Despite this, OnePlus’ construction does not include the additional “without an offset” undermining its contention that these descriptions define the term.

in the section labelled “Detailed Description of the Preferred Embodiment”. Dkt. No. 55, Ex. 9 at 4:12-13. It remains “improper to read limitations from a preferred embodiment described in the specification...into the claims absent a clear indication in the intrinsic record that the patentee intended the claims to be so limited.”). *EPOS Techs. Ltd. v. Pegasus Techs. Ltd.*, 766 F.3d 1338, 1341 (Fed. Cir. 2014). OnePlus’ brief makes no effort to address the cases in AGNC’s opening brief explaining that even if there were only one description disclosed, reading its limitations into the claims is improper. *See id.*; *Electro Med. Sys., S.A. v. Cooper Life Scis., Inc.*, 34 F.3d 1048, 1054 (Fed. Cir. 1994) (importing features of the disclosed preferred embodiment and imposing them as requirements of the claims is prohibited); *Kara Tech., Inc. v. Stamps.com, Inc.*, 582 F.3d 1341, 1348 (Fed. Cir. 2009) (claims should not be interpreted by importing limitations from the specification into the claims.). OnePlus’ additional limitations should be rejected.

7-8. “said X axis, Y axis and Z axis angular rate electrical signals and said X axis, Y axis and Z axis acceleration electrical signals are converted into digital angular increments and digital velocity increments respectively” (’648 pat. claim 1) and “converting said three-axis angular rate signals into digital angular increments and converting said three-axis acceleration signals into digital velocity increments” (’758 pat. claim 1)

These claimed phrases are clear without further construction. “Converted” and “converting” have a commonly understood plain and ordinary meaning to one of skill in the art. Dkt. No. 55, Ex. 1 at ¶50.⁸ Even Andrews agreed they mean “changing from one form to another.” Resp., Ex. 1 at 162:4-5.

⁸ On page 18 of its Response, OnePlus claims that Mr. Messenger testified that the claim term needs to be construed considering technology that limits the integration to be over a predetermined time interval. This misstates Messenger’s testimony. Directly contrary to OnePlus’ characterization, Mr. Messenger testified “when I read that, it doesn’t teach me that I can’t integrate over a variable time or I can’t integrate over, like I was saying earlier, time period – time periods that vary based on movement, you know.” Dkt No. 56, Ex. 2 at 194:10-14.

Nonetheless, OnePlus's construction seeks to add limitations not already present in the claims and seeks to impose a specific order to those added limitations: that the angular rate signals and acceleration signals are *first* integrated and *then* digitized to form digital angular increments and digital velocity increments, respectively.

OnePlus relies on portions of the '758 specification describing the "DETAIL DESCRIPTION OF THE **PREFERRED** EMBODIMENT" and Fig. 7. (emphasis added). Although AGNC's brief discussed it, OnePlus ignores that the specification teaches that an analog/digital converter 660 is **only one way** to measure the raw three-angular increment and velocity increment voltage values:

Step 2.3 **can be may be** implemented by an analog/digital converter 660, as shown in FIG. 7..."

Dkt No. 55, Ex. 12, '758 pat., 7:1-2 and 6:46-47. Moreover, as explained in AGNC's opening brief, with references to Figs. 3 and 4, the specification states that "[i]n some applications" (Ex. 12, '758 pat., 6:21) there is a step that is consistent with OnePlus' proposed construction. Dkt. No. 55, Ex. 12, '758 pat., 6:25-7:61. OnePlus does not address this either.

That the specification explains that the integrating and digitizing steps can be accomplished in a number of ways with multiple configurations is consistent with Mr. Messenger's declaration and further demonstrates that the '758 and '648 claims should not be limited to only disclosed embodiments. E.g. Dkt. No. 55, Ex. 12, '758 pat., 7:8-11, 4:31-45 and Figs. 4-7 (disclosing block diagrams illustrating an "angular increment and velocity increment producer" and "another angular increment and velocity increment producer"); Ex. 11 '648 pat., 4:43-58 and Figs. 4-7 (disclosing block diagrams illustrating "an angular increment and velocity increment producer" and several "[l]other angular increment and velocity increment producer[s]"

with several different configurations); Ex. 1 at ¶¶ 52-56 (a POSITA would understand that multiple circuit configurations can accomplish these functions, and in many orders).

OnePlus’ characterization that its construction is consistent with the description of the ’758 Patent and its file history is also incorrect. For example, OnePlus completely ignores other instances in the ’758 specification where the patentee used “converting” to describe a conversion that did not involve integrating. *See, e.g.,* Dkt. No. 55, Ex. 12, ’758 pat., 8:18-21 (“converting the digital temperature commands input from the temperature controller 306 in a digital/analog converter 303 into analog signals”) and 8:45-48 (same).

Therefore, this Court should reject OnePlus’ proposed constructions for “converted” and “converting”.⁹

9-10. “digital angular increments” and “digital velocity increments” (’648 pat. claim 1, ’758 pat. claim 1)

Here, again, OnePlus fails to identify any ambiguity with the term “increments” and seeks to rewrite the claim, improperly adding limitations from preferred embodiments. AGNC believes that the term is readily apparent and has a commonly understood plain and ordinary meaning such that no construction is necessary. Should this Court construe these terms, AGNC’s construction should be adopted.

OnePlus contends that its construction is consistent with the description of every disclosed embodiment in the ’648 Patent. Yet, as discussed above, the ’758 specification

⁹ OnePlus’ reliance on *Omega Eng., Inc. v. Raytek Corp.*, 334 F.3d 1314, 1334 (Fed. Cir. 2003) for its contention that these terms should be construed the same is misplaced. In *Omega*, the same claim term was used in a parent patent and one of its children patents. Here, the ’758 and ’648 patents do not have a familial relationship.

describes the “DETAIL DESCRIPTION OF THE *PREFERRED* EMBODIMENT”.¹⁰ (emphasis added). OnePlus ignores that the specification teaches that an analog/digital converter 660 is **only one way** to measure the raw three-angular increment and velocity increment voltage values:

Step 2.3 **can be may be** implemented by an analog/digital converter 660, as shown in FIG. 7...”.

Dkt No. 55, Ex. 12, ’758 pat., 7:1-2 and 6:46-47.

That the specification explains that the integrating and digitizing steps can be accomplished in a number of ways with multiple configurations further demonstrates that the ’758 and ’648 claims should not be limited to only disclosed embodiments. E.g. Dkt. No. 55, Ex. 12, ’758 pat., 7:8-11, 4:31-45 and Figs. 4-7 (disclosing block diagrams illustrating an “angular increment and velocity increment producer” and “another angular increment and velocity increment producer”); Ex. 11 ’648 pat., 4:43-58 and Figs. 4-7 (disclosing block diagrams illustrating “an angular increment and velocity increment producer” and several “[j]other angular increment and velocity increment producer[s]” with several different configurations). OnePlus’ attempt to rewrite “increments” to add further limitations to the claims should be rejected.

III. Conclusion

For at least the reasons set forth above, this Court should adopt AGNC’s proposed claim constructions.

Dated: April 6, 2021

¹⁰ The ’648 specification also provides a “Detail Description Of The Preferred Embodiment”. Dkt. No. 55, Ex. 11 ’648 pat., 6:4-5.

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CERTIFICATE OF SERVICE

The undersigned certifies that all counsel of record who have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system on April 6, 2021.

/s/ Alexander Debski