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11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA

13 AMERICAN GNC
14 CORPORATION,

15 Plaintiff,

16 v.

17
18 LG ELECTRONICS INC.,
19 LG ELECTRONICS
20 MOBILECOMM U.S.A., INC., and
21 LG ELECTRONICS MOBILE
RESEARCH U.S.A., LLC,

22 Defendants.
23
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25
26
27
28

Case No. 3:17-CV-1090-BAS-BLM

**PLAINTIFF AGNC'S RESPONSIVE
CLAIM CONSTRUCTION BRIEF**

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American GNC Corporation (“AGNC”) submits the following Responsive Brief.

I. It Is Error to Limit the Claims to Embodiments in the Specification

For 8 of the 12 terms at issue, LG proposes that the claim terms should be limited to specific embodiments disclosed in the specification.¹ The dispute for each of these terms is the same in the sense that it can be resolved by reference to clear Federal Circuit law: the claims should not be limited to the examples in the specification. The Federal Circuit has repeatedly enunciated this rule.

“That claims are interpreted in light of the specification does not mean that everything expressed in the specification must be read into all the claims.” *Raytheon Co. v. Roper Corp.*, 724 F.2d 951, 957 (Fed.Cir.1983). The focus must be on the claims:

If everything in the specification were required to be read into the claims, or if structural claims were to be limited to devices operated precisely as a specification-described embodiment is operated, there would be no need for claims. Nor could an applicant, regardless of the prior art, claim more broadly than that embodiment. Nor would a basis remain for the statutory necessity that an applicant conclude his specification with “claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.” 35 U.S.C. § 112. It is the claims that measure the invention.

SRI Int’l v. Matsushita Electric Corp., 775 F.2d 1107, 1121 (Fed. Cir. 1985) (*en banc*).

In the absence of an “express intent to impart a novel meaning to claim terms,” an inventor’s claim terms take on their ordinary meaning. *Teleflex, Inc. v. Ficosa N. Am. Corp.*, 299 F.3d 1313, 1325 (Fed. Cir. 2002). LG nowhere cites any portion of the specification that meets this standard, instead citing only example embodiments, preferred embodiments, and even an alternative “objective” of the inventions.

¹ These terms are: (1) dither drive signal; (2) dither driver signals; (3) capacitive pickoff excitation signals; (4) displacement restoring signal; (5) digital velocity increments; (6) converting said three-axis angular rate signals into digital angular increments and converting said three-axis acceleration signals into digital velocity increments; (7) time-space filtering; and (8) true position.

1 Even if the specification only disclosed one embodiment, this does not allow the
2 meaning of the disputed claim terms to be limited to that embodiment. *E.g. Teleflex, Inc.*
3 *v. Ficosa N. Am. Corp.*, 299 F.3d 1313, 1327-28 (Fed. Cir. 2002).

4 Further, the limitations of dependent claims cannot be read into independent
5 claims. Many of LG's proposed constructions also violate the doctrine of claim
6 differentiation that when different additional words are used in separate, dependent,
7 claims, a difference in meaning and scope is presumed. *See e.g., Comark*
8 *Communications, Inc. v. Harris*, 156 F.3d 1182, 1187 (Fed. Cir. 1998) and *SRI Int'l v.*
9 *Matsushita Elec. Corp. of Am.*, 775 F.2d 1107, 1122 (Fed. Cir. 1985) ("It is settled law
10 that when a patent claim does not contain a certain limitation and another claim does, that
11 limitation cannot be read into the former claim in determining either validity or
12 infringement").

13 The "claim construction inquiry, therefore, begins and ends in all cases with the
14 actual words of the claim." *Renishaw PLC v. Marposs Societa' per Azioni*, 158 F.3d
15 1243, 1248 (Fed. Cir. 1998) *citing Abtox, Inc. v. Exitron Corp.*, 122 F.3d 1019, 1023,
16 (Fed.Cir.1997) ("[T]he language of the claim frames and ultimately resolves all issues of
17 claim interpretation."). Frequently, as is the case here for the terms "tile index file,"
18 "time-space filtering," and "true position," the claim itself provides meaning for the
19 terms. *E.g., Process Control Corp. v. HydReclaim Corp.*, 190 F.3d 1350, 1355–56 (Fed.
20 Cir. 1999) (holding that "discharge rate" "is defined in the claims themselves" and the
21 references in the written description "do not clearly redefine that term."). Given that LG
22 has never identified any ambiguity for them, when read in the context of the claims, there
23 is no basis for LG's request to impose further limitation. For several of the terms, the
24 words in the terms themselves convey the meaning of the terms to one of skill in the art,
25 including, for example, "dither drive signal," "capacitive pickoff excitation signals," and
26 "displacement restoring signal." *E.g., Ex. 15 at 104:9-23; 183:7-25.*

27 LG's proposals overlook the claims themselves, asking this Court to impute

1 limitations from the specification's examples and the dependent claims, which is error.²

2 **II. LG Did Not Submit Any Declaration from Its Expert, Scott Andrews**

3 Despite disclosing him as a claim construction expert on the '648, '758, '283, '122,
4 and '555 patents (Dkt. No. 72 at 11-12), LG's opening brief included no declaration from
5 Scott Andrews. AGNC believes that either (a) LG could not obtain a signed declaration
6 from Andrews supporting its claim construction positions given the testimony
7 unfavorable to LG that he provided at his January 16 deposition or (b) LG is withholding
8 his declaration in an effort to provide it for the first time in its Responsive Brief for the
9 purpose of preventing AGNC from having any opportunity to respond (i.e. sandbagging).
10 AGNC objects to option (b) as unfairly prejudicial.

11 **III. AGNC's Additional Responses to Individual Claim Terms**

12 **1. "vehicle"**

13 After refusing to abandon the baseless requirement that a "vehicle" be "self-
14 propelled" for months, without further explanation, LG's Opening Brief stated for the
15 first time in a footnote that it now seemingly abandons its own proposal, as follows:

16 LGE is willing to remove "self-propelled" from its proposed construction to
17 narrow the dispute so long as "vehicle" is not so untenably broadly
18 construed to encompass a person or a phone.

19 Dkt. No. 91 at 8 n.5. In so doing, LG abandons its prior position and sets forth a new and
20 different proposition: that "vehicle" cannot include phones or people. Even LG's own
21 proposed construction, on its face, can include people and phones and LG has not been

22 ² In support of limiting the claims to the disclosed examples, LG relies on *Laitram v.*
23 *Morehouse Indus.*, 143 F.3d 1456, 1462 (Fed. Cir. 1998). But, in that case, the patentee
24 expressly disclaimed other embodiments during prosecution. LG also relies on *Bell Atl.*
25 *Network Servs., v. Covad Commc'ns*, 262 F.3d 1258, 1271 (Fed. Cir. 2001), but its unique
26 facts were that the specification consistently used the words "mode" and "rate" "to refer
27 to two separate and distinct concepts." The Federal Circuit acknowledged that "it is
generally impermissible to limit claim terms by a preferred embodiment or inferences
drawn from the description of a preferred embodiment." *Id.* at 1273.

1 able to offer any alternative construction that would reflect its new position. This is more
 2 than a technical foul. LG has been unable to point to any dictionary definition that
 3 excludes people and phones. LG provides no expert declaration supporting any
 4 construction that would exclude people and phones. This is because, to one of ordinary
 5 skill in the art (and even laypeople) there is no such definition nor is there evidence that
 6 would support LG's new position.

7 LG purports to cite to the specification in support of its new position, but cites only
 8 a portion of the specification, omitting the portions that contradict its position. The '555
 9 patent describes its field of invention as:

10 The present invention relates to an angular rate producer, and more
 11 particularly to an angular rate producer with microelectromechanical system
 12 (MEMS) technology to measure *vehicle angular rate*.

13 Ex. 7 at 1:8-11. Within that field, the '555 patent specification discloses "typical
 14 applications" for measuring "vehicle angular rate" that include:

15 automobiles, railway vehicles, miniature land vehicles, *robots*, unmanned
 16 ground vehicles, *personal navigators*, and military land vehicles.

17 *Id.* at 12:55-58 (emphasis added). A phone is certainly included within a "personal
 18 navigator" and is specifically disclosed. LG's representation that the patents consistently
 19 use the word "vehicle" to exclude a phone or a person is incorrect.³

20 Notably, the same portion of the specification teaches a broad array of typical
 21 applications for measuring "vehicle angular rate" that include:

22 (6) Typical applications: miniature antenna pointing and tracking control,
 23 laser beam pointing for optical communications, telescopic pointing for
 24 imaging, airborne laser pointing control for targeting, vehicle control and
 25 guidance.

26 *Id.* at 13:48-52. LG's representation that the invention is limited to measuring the motion

27 ³ LG's Opening Brief seeks to make much of a reference to discussion at the Andrews
 28 deposition of mothers carrying babies. All of this is irrelevant.

1 of “commercial and government systems,” and its leap to claiming this is further limited
2 to satellites and trucks, is not correct.⁴

3 As Mr. Messenger testified at deposition, the ’555 and ’648 patents use the words
4 “carrier” and “vehicle” synonymously. Ex. 15 at 43:10-44:22; Ex. 11 at 8:12-19.⁵

5 2. “said vehicle”

6 The only case LG cites to support its position, *Halliburton Energy Servs., Inc. v.*
7 *M-I LLC*, 514 F.3d 1244, 1249 (Fed. Cir. 2008) states that “a claim ***could be*** indefinite if
8 a term does not have proper antecedent basis ***where such basis is not otherwise present***
9 ***by implication or the meaning is not reasonably ascertainable.***”⁶ Consistent with his
10 declaration (Ex. 1 at ¶77), at deposition, Mr. Messenger testified that because the patents
11 use the words “vehicle” and “carrier” interchangeably throughout, a skilled artisan would
12 understand that “said vehicle” in claim 4 refers to the “a carrier carrying said micro
13 inertial measurement unit” Eg., Ex. 15 at 97:5-100:15.

14 LG’s brief represents to the Court that AGNC has conceded that the claim contains
15 an error and that AGNC “should not be given a pass to correct this error now.” Not so;
16 AGNC is not asking for a “pass.” Mr. Messenger testified at deposition that the claim is
17 understandable to one of skill in the art and does not need correction to be understood.
18 Ex. 15 at 100:5-23. LG has provided no countervailing declaration of one of ordinary
19 skill in the art or explanation of why this understanding is incorrect or why the claim

20 ⁴ The ’555 patent also provides: “It is not intended that the present invention be limited to
21 the described embodiment. It is intended that the invention covers all alternatives,
22 modifications, and equivalencies which may be included within the spirit and scope of
the invention.” Ex. 7 at 13:63-67.

23 ⁵ At deposition, LG cross-examined Mr. Messenger about the fact that his declaration ¶
24 69 omitted to mention that three of the dictionaries he cited provided “motor vehicle” as
one example. But, it is undisputed that a motor vehicle is one example of a vehicle; LG
25 even agrees that the term is not limited to “motor vehicle.”

26 ⁶ LG incorrectly argues that “AGNC does not dispute the term ‘said vehicle’ lacks
27 antecedent basis.” This is not so. AGNC concedes that the term may lack explicit
antecedent basis, but, of course, antecedent basis may be present by implication.

1 cannot be understood by one of ordinary skill (without any “correction.”).

2 LG argues that reading “said vehicle” to refer to “carrier carrying said micro
3 inertial measurement unit” would broaden the scope of the claim. This argument is
4 circular and begs the question that carrier is broader than vehicle and that one of ordinary
5 skill would not understand “said vehicle” to refer to the “carrier” carrying the IMU.

6 **3. “digital velocity increments”**

7 LG’s proposed limitation to a “predetermined time interval” adds confusion and
8 ambiguity to an unambiguous claim term. There is no dispute that the changes in
9 velocity will be with reference to some time interval. But, there is no legal basis to
10 require that the time interval must be “predetermined” (as in the disclosed examples) and
11 that word begs the question of what it requires. *See*, e.g., Ex. 15 at 155:16-156:11.

12 **4. “converting said three-axis angular rate signals into 13 digital angular increments and converting said three-axis 14 acceleration signals into digital velocity increments”**

15 LG’s opening brief makes clear that its real request is to limit the claims to a
16 specific order of steps, proposing to require integrating before digitizing by including the
17 phrase “and then.” LG’s proposed construction is:

18 integrating said three-axis angular rate signals over a predetermined time
19 interval ***and then*** digitizing the integrated values to form digital angular
20 increments, and integrating said three-axis acceleration signals over a
21 predetermined time interval ***and then*** digitizing the integrated values to form
22 digital velocity increments.

23 As an important initial matter, ’758 patent, claim 1 itself imposes no required order.

24 LG’s proposal violates Federal Circuit law that a “claim is not limited to performance of
25 the steps in the order recited.” *Baldwin Graphic Sys., Inc. v. Siebert, Inc.*, 512 F.3d 1338,
26 1345 (Fed. Cir. 2008). LG points to nothing in the claim imposing an order.

1 As support for its proposed limitation, LG relies on the example in Figure 7, from
 2 the detailed description of the preferred embodiment. In citing to the discussion in
 3 Column 7 of the '758 patent, LG overlooks that the patent teaches:

4 Step 2.3 *can be may be* implemented by an analog/digital converter 660, as
 5 shown in Fig. 7, and the step 2.3 further comprises:

6 2.3A digitizing the raw three-angular increment and velocity increment
 7 voltage values into digital three-angular increment and velocity increment
 8 values.

9 Ex. 12 at 7:1-7 (emphasis added). Contrary to LG's position that the specification
 10 suggests that there is only one way of converting, the very next portion of the
 11 specification explains that the integrating and digitizing steps can be done in a number of
 12 ways, using multiple configurations, known in the art:

13 In applications, the above amplifying, integrating, analog/digital converter
 14 and oscillator *can be* built with circuits, including Application Specific
 15 Integrated Circuits (ASIC) a printed circuit board.

16 (*Id.* at 7:8-11.) (emphasis added). This is consistent with Mr. Messenger's explanation
 17 that one of skill in the art would understand that multiple circuit configurations can
 18 accomplish these functions, and in many orders. E.g., Ex. 15 at 152:3-24.

19 LG's citation to the prosecution history is irrelevant because it is undisputed that
 20 "converting" is more than "digitizing."⁷ AGNC has never proposed to read "converting"
 21 or "integrating" out of the claim.⁸ LG has never identified any ambiguity and AGNC
 22 believes that the term should be given its plain and ordinary meaning to one of skill in the
 23 art in the context of the claim.

24 ⁷ The patentee explained to the examiner that angular rate is not the same as an angular
 25 increment and acceleration is not the same as a velocity increment. Thus, digitizing
 26 angular rate or acceleration does not result in angular or velocity increments.

27 ⁸ Contrary to LG's assertion, AGNC's construction would not read out the critical
 28 feature(s). LG's *Parallel Networks* and *Chimie* cases are irrelevant.

1 **5. “means for blending measurements from said micro IMU and**
 2 **said GPS receiver. . .”**

3 A search of Google patents reveals that “Kalman filter” has been used over 38,000
 4 times, including in many patents assigned to LG entities. This is further evidence that it
 5 is well-known and often used, especially in the navigation industry. By at least 1993,
 6 “Kalman filters are commonly found in navigation, tracking and industrial control
 problems as well.” Ex. 16.

7 LG is unable to argue that a Kalman filter was unknown in the art.⁹ Instead, LG’s
 8 argument is premised on asking the Court to impose a heightened subjective standard:
 9 that the disclosure be “adequate.” But, the relevant question remains whether a skilled
 10 artisan would recognize the structure and associate it with the function. *Williamson v.*
 11 *Citrix Online, LLC*, 792 F.3d 1339, 1351 (Fed. Cir. 2015). This standard is undisputedly
 12 satisfied given the patent’s disclosures. Ex. 1 at ¶¶37-67.

13 There is no basis to impose any requirement that the ’353 patent disclose *how* the
 14 Kalman filter performs the “blending” function because the Kalman filter was
 15 undisputedly already known to one of skill in the art. The Federal Circuit rejected such a
 16 requirement in *Typhoon Touch Techs., Inc. v. Dell, Inc.*, 659 F.3d 1376, 1383-85 (Fed.
 17 Cir. 2011), holding that patent not indefinite. In that case, the claim term was “means for
 18 cross-referencing said responses with one of said libraries of said possible responses.”
 19 The Federal Circuit held that “it suffices if the specification recites in prose the algorithm
 20 to be implemented by the programmer.” *Id.* at 1386. In *Typhoon*, as here, the
 21 “defendants have directed us to no evidence that a programmer of ordinary skill in the
 22 field would not understand how to implement this function.” *Id.* at 1385. It was enough
 23 that a programmer would recognize a known program and understand how to implement
 24 this function; disclosure of the “computer code is not required.” *Id.* at 1385; see also *S3*
 25 *Inc. v. NVIDIA Corp.*, 259 F.3d 1364, 1370 (Fed. Cir. 2001) (despite lack of detail in

26 ⁹ LG concedes that “a POSITA would be familiar with the theory of Kalman Filtering.”
 27 Dkt. No. 91 at 28.

specification, uncontradicted evidence was that a selector is a well-known structure that performs a common function). How long it would take one of ordinary skill to build or buy a selector—or to write the programming algorithm in *Typhoon*—is irrelevant.

LG also argues that the specification does not specify which variables are used as inputs into the Kalman filter. The claim itself indicates that the inputs are the measurements from said micro IMU and said GPS receiver. The claims provide that the output is a measured position. Nothing more is required. Mr. Messenger explained that all of the engineers that may be given the task of preparing the Kalman filter (based on the same fixed components) would use the same solution. Ex. 15 at 242:20-243:13.¹⁰

6. “tile index file”

LG’s Brief continues to fail to identify any ambiguity related to this term that requires the Court to construe it. Further, LG argues that the “tile index file can be used to identify the specific tile corresponding to that portion of area within the map database.” AGNC agrees. Claim 1 of the ’227 patent, for example, already recites that the “tile index file stores geographic extent information of tiles.” Here, not even the language of the specification supports LG’s proposed construction that is limited to one organizational indexing scheme, i.e. that the index itself must “identif[y] the subdivided map area for each tile within the database.”

¹⁰ In *Blackboard v. Desire2Learn*, 574 F.3d 1371, 1385 (Fed. Cir. 2009), unlike here, the patentee argued that the structure was “any computer-related device or program that performs the function.” *Id.* at 1383. Also unlike here, the patentee never “suggested that the ‘access control manager’ represents a particular structure.” *Id.* The present issue is also different than LG’s cases in which patentees argued that a skilled artisan *could* devise a structure *where none is disclosed*. In *Ibormeith IP, LLC v. Mercedes-Benz USA, LLC*, 732 F.3d 1376, 1377 (Fed. Cir. 2013), the Federal Circuit held that the specification left one of ordinary skill to devise the algorithm for determining driver drowsiness; there was no contention that a commonly known algorithm was referenced. In *EON Corp. IP Holdings v. AT&T Mobility*, 785 F.3d 616 (Fed. Cir. 2015), it was undisputed that no algorithms were disclosed and the only disclosed structure was a general microprocessor.

1 **7. “time-space filtering”**

2 In stating its view that this term (and #6 and #8) has no ordinary meaning, LG
3 presupposes that the claim terms are in a vacuum, removed from the context in which
4 they are not only used but also explained— the claims. LG overlooks that the Federal
5 Circuit law requiring that claim terms presumptively be given their ordinary meaning
6 relates to “the ordinary meaning *in the context of the claims.*” *Gemstar-TV Guide Int’l,*
7 *Inc. v. Int’l Trade Com’n*, 383 F.3d 1352, 1367 (Fed. Cir. 2004) (emphasis added). In
8 *Gemstar*, the claim term was “visual identification” and the Federal Circuit held that it
9 was error to limit it to the examples in the specification. The claims themselves render
10 the meaning of this unambiguous. There is no basis to impose any additional limitation.¹¹

11 **8. “true position”**

12 AGNC’s proposed construction is consistent with the ordinary meaning in the
13 claim, i.e. the user’s actual location (to the best it can be measured). LG’s proposed
14 construction asks to limit “true position” in claim 1 to an “averaged” position, but
15 dependent claim 6(c)(2) already recites this more narrow limitation. LG also points to the
16 preferred embodiment in which “true position” is determined by “averaging.” (E.g. Ex. 8
17 at 13:61-14:2) LG relies on the fact that the specification uses the word “is.” But use of
18 the common word “is” alone is not enough. *Cf. Sinorgchem v. Int’l Trade Comm’n*, 511
19 F.3d 1132, 1136 (Fed. Cir. 2007) (the “term ‘controlled amount’ is set off by quotation
20 marks—often a strong indication that what follows is a definition.”).

21 **9. “dither driver signals” and “dither drive signal”**

22 Contrary to LG’s Brief, AGNC does not agree that the two terms have the same
23 meaning, as is reflected in AGNC’s slightly different proposals for each term, which flow
24

25 ¹¹ *Mangosoft, Inc. v. Oracle Corp.*, 525 F.3d 1327, 1330 (Fed. Cir. 2008) does not
26 support LG’s argument that a term must be given additional meaning not implicit in the
27 the claim. Unlike here, the term “local” was added by amendment to overcome prior art
and the patentee’s proposed construction was inconsistent with that history.

1 directly from the different usage of the terms in each claim in different patents.¹²

2 AGNC's opening brief explained why the terms should not be limited to the
3 examples in the specification that LG contends support its proposed limitations of
4 "continuous or periodical electrical signal, such as voltage, with predetermined frequency
5 and amplitude." Like its brief, at deposition, LG focused on the statement in the '555
6 patent about one "objective" of some of the inventions in the '555 patent. (Ex. 7 at 2:35-
7 44.). The statement discusses "dither drive energy." When asked about this statement
8 over 10 times at deposition, Mr. Messenger explained that "energy" and "signal" are not
9 the same thing and that to impose such a definition would be non-sensical. Ex. 15 at
10 184:25-202:3. At most, the patent's explanation of an objective is not a disclaimer
11 limiting the definition in the '555 patent, claim 49, much less the '122 patent, claim 1.
12 LG's additional citation to a dictionary definition for "dither" from a different field of art
13 related to a "servomotor" is also irrelevant. Dkt. No. 91-6 at 597-598.

14 With respect to LG's request to impose "constant momentum" as an additional
15 requirement, LG's cited portion of the '555 specification in the preferred embodiment
16 does not impose, or suggest, a definition of "dither drive signal." Ex. 7 at 7:56-62. LG
17 continues to overlook the key point that "constant momentum" is already present in the
18 '555 patent, claim 49, but not in '122 patent, claim 1.

19 LG's purported concern that AGNC's proposed construction would also
20 improperly encompass "noise signals" is not correct because it ignores the rest of the
21 claim; '122 patent, claim 1 already recites that a digital signal processing system analyzes
22 digital low frequency inertial element displacement signals and feeds back dither driver
23 signals to the angular rate sensor unit. Thus, it is clear that the dither driver signals are

24
25 ¹² At deposition, after LG showed Mr. Messenger only the cover of the '122 patent
26 (including the Abstract), he agreed that the Abstract uses "dither driver signals" and
27 "dither drive signals" to refer to signals that are conceptually the same but he explained
28 that the claims may contain further "nuance." Ex. 15 at 207:14-22.

not just noise, but, rather, based on the displacement of the inertial elements.

10. “capacitive pickoff excitation signals”

LG seeks to limit the signal to a signal from an “oscillator” and to a “reference signal.” In support of its proposals, LG cites to the example in Figure 6 (and its description at 8:19-27) in which the same signal goes from an oscillator to the angular rate sensor unit and to two demodulators. But, again, this is one example from the preferred embodiment that is improper to read into the claims.

LG’s proposed limitations are not present in independent claim 1. Instead, as LG acknowledges, dependent claim 5 recites what is not in claim 1: “a demodulator circuit, which is connected to said first high-pass filter circuit, receiving said capacitive pickoff excitation signals as phase reference signals from an oscillator.” Different claims should be presumed to cover different inventions. Reading in limitations from dependent claims into claim 1 where they are not present would be improper.¹³

11. “displacement restoring signal”

LG’s proposed construction again asks to impose the examples from the specification (including Figure 6) as additional limitations of ’122 claim 1. Even if the specification only disclosed one embodiment, this does not limit the claims to that example. *E.g. Teleflex, Inc. v. Ficosa N. Am. Corp.*, 299 F.3d 1313, 1327 (Fed. Cir. 2002). Dependent claim 7 already contains the limitations that LG asks the Court to add to claim 1. Dependent claim 7 (11:65-12:4) mirrors the language of the example LG cites (8:65-9:4). Reading in limitations from dependent claims is legal error.

¹³ Although dependent claim 5 recites limitations absent from claim 1, LG argues that the claim terms must nonetheless be construed identically in both claims. But neither of LG’s cases (*Elkay Mfg. Co. v. Ebco Mfg.*, 192 F.3d 973 (Fed. Cir. 1999) or *PODS, Inc. v. Porta Stor*, 484 F.3d 1359, 1362 (Fed. Cir. 2007)) present any similar issue of dependent claims. In *Elkay*, the Federal Circuit construed the same term in two different claims the same way where the relevant portion of the claims were “identical.”

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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 February 13, 2018.

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