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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

LUXOTTICA OF AMERICA INC.,

Petitioner,

v.

E-VISION OPTICS, LLC,

Patent Owner.

Case No. IPR2024-01030

Patent No. 8,708,483

PETITIONER'S POST-HEARING BRIEF

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LIST OF EXHIBITS

Exhibit No.	Description
1001	U.S. Patent No. 8,708,483 (“the ’483 patent”)
1002	Declaration of John Feland, Ph.D.
1003	U.S. Patent Publication No. 2005/0230596 (“Howell-596”)
1004	U.S. Patent No. 7,581,833 (“Howell-833”)
1005	U.S. Patent No. 6,857,741 (“Blum-741”)
1006	English Translation, Declaration, and Original of Japanese Unexamined Patent Application Publication JPS58-113912 (“Hattori-912”)
1007	U.S. Patent No. 6,091,546 (“Spitzer”)
1008	International Patent Publication No. WO2005/119344 (“Ogren”)
1009	U.S. Patent No. 5,760,868 (“Jannard-868”)
1010	Excerpts from McGraw-Hill Dictionary of Engineering (2d ed. 2003)
1011	Excerpts from Walter Sikonowiz, <i>Designing and Creating Printed Circuits</i> (1981) (“Sikonowiz”)
1012	Excerpts from Merriam Webster’s Collegiate Dictionary (10th ed. 1997)
1013	Gian Carlo Corazza, <i>Marconi’s History</i> , 86 Proceedings of the IEEE 1307-11 (1998) (“Corazza”)
1014	U.S. Patent No. 5,980,037 (“Conway”)
1015	U.S. Patent Publication No. 2005/0248719 (“Howell-719”)
1016	U.S. Patent Publication No. 2006/0001827 (“Howell-827”)
1017	U.S. Patent No. 6,719,425 (“Conner”)

Exhibit No.	Description
1018	Sandra Corns Pickel, <i>The Evolution of the Modern Spectacle Frame</i> , 136 Review of Optometry 9 (1999) (“Pickel”)
1019	Excerpts from the File History of the ’483 Patent
1020	CV of John Feland, Ph.D.
1021	Excerpt of Federal Court Management Statistics, <i>available at</i> https://www.uscourts.gov/sites/default/files/fcms_na_distprofile1231.2023_0.pdf
1022	Case No. 8:23-cv-02013 (C.D. Cal.), Dkt. 115, Stipulated Interim Order Regarding Case Schedule
1023	Infringement Contentions for ’483 Patent dated July 19, 2024, <i>e-Vision Optics, LLC et al. v. Luxottica Group, S.p.A. et al.</i> , No. 8:23-cv-02013 (C.D. Cal.)
1024	Transcript of June 11, 2025 Deposition of Dr. James Oliver in IPR2024-01030
1025	Petitioner’s Demonstratives for Oral Argument

Petitioner submits this Post-Hearing Brief pursuant to the Board’s November 6, 2025 Order. Claims 13 and 32 of the ’483 patent are unpatentable, as set forth in the Petition and Petitioner’s Reply.

I. “HERMETICALLY SEALED” SHOULD BE GIVEN ITS PLAIN AND ORDINARY MEANING

Claims 13 and 32¹ recite “wherein the module is hermetically sealed.” Neither party has proposed a specific construction for “hermetically sealed,” as the term is not given a special meaning or definition in the specification. Indeed, the ’483 patent does not describe any details about hermetically sealing or provide any instruction on how to hermetically seal a module.

Because the ’483 patent provides no particular definition or guidance, the term should not be given a special construction and should instead be afforded its plain and ordinary meaning in the context of the ’483 patent. As explained in the Petition and in Dr. Feland’s testimony, a POSITA would understand the plain and ordinary meaning of “hermetically sealed” in this context to include being waterproof. Pet., 28-29; Ex.1002, ¶103.

The ’483 patent treats hermetically sealing as a conventional concept and functionally equivalent to waterproofing. Specifically, the ’483 patent states:

¹ The Board requested briefing on claim 13, and because claim 32 includes the same limitation, the arguments herein apply to both claims.

- “[O]ther dimensional shapes may alternatively be used to form the module that will be preferably placed in a cavity and perhaps molded therein to form an electronic frame component that is ***hermetically sealed to prevent water*** from contacting the electronics.” Ex.1001, 6:47-53 (emphasis added).
- “In this way, the module may be ***hermetically sealed*** while still allowing the battery to be recharged without breaking a moisture resistant seal.” *Id.*, 9:15-18 (emphasis added).
- “The module preferably houses any of the aforementioned electrical components in a substantially water-proof and wear resistant/moisture resistant environment and is preferably ***hermetically sealed.***” *Id.*, 10:47-50 (emphasis added).

The plain and ordinary meaning of “hermetically sealed” also encompasses airtight seals. Pet., 28-29 (“Something that is hermetically sealed is sealed so as to be airtight.”); Ex.1010, 269 (providing airtight seal as an example of a hermetic seal); Ex.1002, ¶103. Outside the context of the ’483 patent, a hermetic seal is sometimes equated with an airtight seal. Ex.1010, 269.

But the ’483 patent does not mention “air” or “airtight,” nor does it describe protecting the module against anything other than liquid or water, as explained above. Thus, the specification establishes a different context for understanding

hermetic sealing and confirms that the relevant plain and ordinary meaning also includes waterproof seals. In this context, an airtight seal would be a waterproof seal, and thus hermetic as well. Ex.1002, ¶103.

PO proposes a construction for this term—that “a hermetically sealed module must be both airproof and waterproof.” PO Resp. 30-31 (citing Ex. 2019, ¶97). However, PO relies solely on Petitioner’s arguments and dictionary exhibit (Ex.1010) to support its construction. PO identifies no intrinsic evidence that would justify importing an airtight-seal requirement into the claims.

Because PO’s construction lacks support in the intrinsic record and improperly narrows the term, it should be rejected. The Board should instead apply the plain and ordinary meaning, which includes waterproof seals.

II. THE PRIOR ART INVALIDATES CLAIM 13

A. Howell-596 Renders Claim 13 Obvious (Ground 2)

Howell-596’s module is hermetically sealed because it is waterproof. Howell-596 explicitly discloses that the module may “not include vents or holes, so as to be water-resistant or water-proof.” Ex.1003, [0194]; Ex.1002, ¶72. PO does not dispute that Howell’s module is waterproof. POR, 29-30 (“the resulting module is water-resistant or waterproof, not hermetically sealed as Petitioner contends.”).

Even under PO’s construction, Howell-596 still meets this limitation because its module is also airtight. Howell-596 contrasts its waterproof arrangement—

without vents or holes—with an alternative embodiment that “include[s] one or more vents or holes so that air can circulate through the module housing 1700.” Ex.1003, [0194] (emphasis added). A POSITA would have understood that in Howell-596’s configuration without vents or holes, air could not circulate through the module, making it air-tight. *Id.*; Ex.1002, ¶103. Thus, Howell-596 discloses that the module is hermetically sealed. Pet., 28-29

Moreover, even if Howell-596 were somehow deemed not to disclose this limitation, hermetically sealing modules in an airtight manner was well known in the art. The McGraw-Hill Dictionary of Engineering (2003) identifies hermetic and airtight seals as established engineering features. Ex.1010, 269. Dr. Feland likewise explains that “even if a hermitically sealed module were not taught or suggested by Howell-596, a person of ordinary skill in the art would have known to hermetically seal the module for a variety of reasons, for example, to keep the components clean, dust-free, etc.” Ex. 1002, ¶103. PO does not—and cannot—argue that hermetic sealing was beyond the skill of a POSITA.

Indeed, the ’483 patent itself provides no detailed instruction on how to hermetically seal a module. As the Federal Circuit has held, a patent demonstrates what was within the skill of a POSITA “not by what [the patent] discloses but by what it *does not* disclose.” *Abbott Labs. v. Andrx Pharms., Inc.*, 452 F.3d 1331, 1341 (Fed. Cir. 2006); *see also In re Epstein*, 32 F.3d 1559, 1568 (Fed. Cir. 1994);

Smith & Nephew, Inc. v. Rea, 721 F.3d 1371, 1381 (Fed. Cir. 2013). The '483 patent does not purport to solve any problem relating to hermetically sealing, confirming that such sealing techniques were already well known to a POSITA. *Abbott Labs.*, 452 F.3d at 1341; *Epstein*, 32 F.3d at 1568; *Smith & Nephew*, 721 F.3d at 1381. PO cannot demand highly specific disclosures in the prior art to demonstrate knowledge of hermetically sealing a module when the '483 patent itself provides no such detail and instead relies on the knowledge of a POSITA. *Epstein*, 32 F.3d at 1568 (“[T]he Board’s observation that appellant did not provide the type of detail in his specification that he now argues is necessary in prior art references supports the Board’s finding that one skilled in the art would have known how to implement the features of the references and would have concluded that the reference disclosures would have been enabling.”).

B. Blum-741 And Hattori-912 Render Claim 13 Obvious (Ground 8)

Hattori-912 also discloses a module that is hermetically sealed because it is waterproof. Ex.1002, ¶237. Hattori-912’s module is sealed with “[w]aterproof ring 32,” which is positioned between the frame portions enclosing the sealed module. Ex.1006, 64. Hattori-912 further discloses that the module may be coated with “protective film 41,” which a POSITA would have understood to create a waterproof coating on the module. Ex.1006, 65; Ex.1002, ¶237 (citing Ex.1011). Thus, Hattori-912 repeatedly describes the module as waterproof, and therefore

hermetically sealed. Pet., 75-76; Ex.1002, ¶237. PO does not dispute that Hattori-912 discloses a waterproof module. POR, 30-31.

A POSITA would also have understood that Hattori-912’s module is airtight. Ex.1002, ¶¶178, 237-238. A POSITA would recognize that the waterproof ring or coating used to seal the module provides an airtight seal. *Id.* Likewise, a POSITA would understand that applying protective film 41 would create an airtight barrier. *Id.* Thus, Hattori-912 discloses a module that is airtight and hermetically sealed. *Id.*

Even if the Board were to conclude that Hattori-912 does not disclose a hermetic seal, it was well-known in the art to hermetically seal modules in an airtight manner for numerous reasons, as explained in the previous section. Ex. 1002, ¶103.

PO argues that Hattori-912’s circuit module 20 is not a sealed module because “any sealing in Hattori-912 is achieved by waterproof ring 32.” POR, 26. But nothing in the claims or specification requires the module to seal itself or to be sealed by some other part. Moreover, PO’s argument contradicts PO’s own infringement contentions in district court. *See Reply*, 8-12.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the date below, a true and correct copy of **PETITIONER’S POST-HEARING BRIEF** is being served via email pursuant to 37 C.F.R. § 42.6(e), to counsel for Patent Owner as addressed below:

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