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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 REPLY 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 Reply Brief pursuant to the Board’s November 6, 2025 Order and in response to Patent Owner’s Supplemental Claim Construction Brief filed November 14, 2025.

I. “HERMETICALLY SEALED” SHOULD NOT BE CONSTRUED TO REQUIRE AN AIRTIGHT SEAL

Petitioner agrees that neither party has previously proposed a construction for “hermetically sealed” and that “claim construction is unnecessary.” PO Supp. Brief, 1-2; Pet., 8-9 (“Petitioner has herein accorded all claim terms their plain and ordinary meaning.”). Despite this, PO now proposes a narrowing construction that would require an airtight seal—an untimely position unsupported by the intrinsic evidence.

The specification provides no special definition or guidance for “hermetically sealed” and does not describe how to hermetically seal a module. Nor does it suggest the term carries any specialized meaning in the context of the ’483 patent. Because the ’483 patent provides no definitional clarity, the term should be afforded its plain and ordinary meaning, consistent with its usage in the specification.

Rather than defining “hermetically sealed,” the specification discloses examples of hermetic sealing, including waterproof seals. See Pet. Post-Hearing Brief, 1-2; Ex.1001, 6:47-53 (“hermetically sealed to prevent water from contacting the electronics”). Although hermetic sealing may include airtight seals, nothing in the intrinsic record supports requiring one.

The '483 patent does not reference “air” or “airtight,” instead focusing on protection from moisture or water. *See* Pet. Post-Hearing Brief, 1-2. The specification thus confirms that “hermetically sealed” carries its full ordinary meaning, which includes waterproof seals. PO identifies no intrinsic evidence supporting its proposed airtight-seal requirement.

PO’s proposed construction instead relies solely on an extrinsic dictionary definition and expert testimony it incorrectly asserts is unrebutted. PO Supp. Brief, 2-3. PO’s claim differentiation argument also fails: the “water-proof” seal in dependent claims 15 and 34 merely identifies a narrower species of hermitic seal consistent with the specification—not a basis for importing an airtight-seal limitation. Thus, PO’s proposed construction should be rejected.

II. THE PRIOR ART RENDERS OBVIOUS CLAIMS 13 AND 32

PO argues that Howell-596 does not disclose “hermetically sealed” because it describes its module housing as “water-resistant or water-proof.” PO Supp. Brief, 4. But Howell-596’s waterproof seal aligns with the hermetic seals disclosed in the '483 patent, which “prevent water from contacting the electronics” and provide “a moisture resistant seal.” Ex.1001, 6:47-53, 9:15-18.

PO’s arguments about Howell-596’s optional opening 1706 are also baseless. In a waterproof embodiment, that opening either would not exist or would be sealed.

A POSA would understand that the waterproof embodiment could not include an unsealed opening 1706, and PO cannot reasonably assert otherwise.

PO's inherency arguments fail as well. Dr. Feland explained that "a configuration without vents or holes would prevent air circulation through the module (and thus it would be air-tight)." Ex.1002, ¶103. Howell-596 explicitly discloses a seal that prevents air passage, and PO attempts to avoid this disclosure only by narrowing its construction of "hermetically sealed." PO's assertion that a hermetic seal would be unnecessary and too costly is likewise unsupported and is outweighed by the benefits identified by Dr. Feland. *Id.*

Regarding Hattori-912, PO does not even try to explain why the claimed module must be waterproof "itself." PO Supp. Brief, 6. Instead, PO repeats its unsupported argument that Hattori-912's module cannot be waterproof because its waterproofing ring is not part of the module. Nothing in the claim imposes such a requirement, and PO cites no record support. The argument also contradicts PO's own infringement contentions in district court. *See* Reply, 8-12.

A POSITA would have further understood that Hattori-912's module is airtight. Ex.1002, ¶¶178, 237-238. Dr. Oliver's opinion that a film may serve other purposes does not undermine a POSITA's understanding that applying it would create an airtight barrier. *Id.* And it was well-known in the art to hermetically seal modules in an airtight manner for numerous reasons. Ex. 1002, ¶103.

Respectfully submitted,

Dated: November 21, 2025

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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 REPLY 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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