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

PROCOMM INTERNATIONAL PTE. LTD., Plaintiff, v. VERIZON COMMUNICATIONS, INC., CELLCO PARTNERSHIP D/B/A VERIZON, WIRELESS, TELEFONAKTIEBOLAGET LM ERICSSON, and ERICSSON INC., Defendants.	Case No. 2:24-cv-00009-RWS-RSP **JURY TRIAL DEMANDED**

P.R. 4-3 JOINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT

Pursuant to P.R. 4-3 and the Court's Docket Control Order (Dkt. No. 23), dated April 26, 2024, Order to Amend the Docket Control Order (Dkt. No. 40), dated January 30, 2025, and Order to Amend the Docket Control Order (Dkt. No. 42), dated February 6, 2025, Plaintiff Procomm International Pte, Ltd., ("Plaintiff" or "Procomm") and Defendants Verizon Communications, Inc., Cellco Partnership d/b/a Verizon Wireless, Ericsson Inc., and Telefonaktiebolaget LM Ericsson (collectively "Defendants") hereby submit this Joint Claim Construction and Prehearing Statement.[1]

I. P.R. 4-3(A)(1): AGREED CONSTRUCTIONS

The parties attach a chart hereto as Appendix A, which shows the parties' agreed upon construction of certain claim terms, phrases, and clauses.

[1] Plaintiff notified Defendants that it intends to dismiss U.S. Patent No. 7,103,377 from this case, so that patent is not addressed in this statement.

II. P.R. 4-3(A)(2): DISPUTED CONSTRUCTIONS

The chart attached as Appendix A also shows each party's proposed construction for each disputed claim term, phrase, or clause and each party's identification of all references from the specification or prosecution history that support that construction, and an identification of any extrinsic evidence known to the party on which it intends to rely either to support its proposed construction or to oppose any other party's proposed construction, including but not limited to, as permitted by law, dictionary definitions, citations to learned treatises and prior art.

III. P.R. 4-3(A)(3): TIME NECESSARY FOR CLAIM CONSTRUCTION HEARING

The parties anticipate a combined total of 2 hours for presentation at the hearing.

IV. P.R. 4-3(A)(4): LIVE TESTIMONY AT THE CLAIM CONSTRUCTION HEARING

None of the parties plan to call any witnesses at the claim construction hearing.

V. P.R. 4-3(A)(4): PRE-HEARING CONFERENCE

The parties do not believe a pre-hearing conference is necessary in advance of the claim construction hearing scheduled before the Court.

VI. P.R. 4-3(A)(5) OTHER ISSUES TO BE ADDRESSED AT CLAIM CONSTRUCTION PREHEARING CONFERENCE

The parties have not identified other issues to be addressed at a claim construction prehearing conference.

VII. P.R. 4-3(B): DISCLOSURE OF EXPERT TESTIMONY

Neither party intends to rely on expert testimony for purposes of claim construction.

DATED: February 12, 2025

Respectfully submitted,

/s/ John R. Gibson (with permission)

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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service on the 12th day of February, 2025 per Local Rule CV-5(a)(3)(A).

/s/ Robert Christopher Bunt
Robert Christopher Bunt

Exhibit A[1]

A. U.S. Patent No. 8,583,100

1. Agreed Constructions

No agreed constructions.

2. Disputed Constructions

Disputed Claim Term or Phrase	Plaintiff's Proposed Construction & Support	Defendants' Proposed Construction & Support[2]
"each remote wireless communication station having a co-located network layer router" ('100 Patent, claim 15)	Plain and ordinary meaning as informed by the intrinsic evidence; no construction necessary. '100 Patent, cl. 15; Abstract; 1:39-46; 2:18-25; 2:30-42; 2:56-62; 2:63-3:34; 5:1-15; 7:22-8:29; 8:49-10:9; Figs. 1, 6, 8, 9.	"each remote wireless communication station having its own separate co-located network layer router" '100 Pat., 1:15-26, 1:36-39, 1:42-46, FIGS. 8-9; 9:2–11, 9:15-10:5. '100 Pat. File History, Sept. 8, 2010 Office Action at pp. 2-3; Dec. 8, 2010 Amendment at pp. 2-3, 5-6, 7-9; Feb. 6, 2013 Amendment at pp. 2-3, 5-6, 9-10; May 9, 2013 Office Action at p. 3 (rejection based on U.S. Pat. No. 6,963,552 to Sabat, Jr.), pp. 5-7 (rejection based on U.S. Pat. Pub. No. 2009/0129314 to Weniger).

[1] Each party reserves the right to rely on intrinsic or extrinsic evidence identified by the other party.
[2] The parties reserve the right to rely on documents submitted in legal proceedings relating in any way to the Asserted Patents, including pleadings and expert reports in foreign infringement or validity proceedings, prior litigations, and co-pending litigations.

Disputed Claim Term or Phrase	Plaintiff's Proposed Construction & Support	Defendants' Proposed Construction & Support[2]
		The Concise Oxford Dictionary, 9th ed. (1995), p. 425 ("each"). *Webster's Encyclopedic Unabridged Dictionary of the English Language*, 1996, p. 612 ("each").
"uplink RF sampled data" ('100 Patent, claim 19)	Plain and ordinary meaning as informed by the intrinsic evidence; no construction necessary. '100 Patent, cl. 19; 2:51-56; 3:35-4:19; 4:56-6:24; 6:52-7:21; 8:9-48; Figs. 2, 3, 4. *Practical Digital Signal Processing for Engineers and Technicians*, 2003, Chapter 2 "Converting analog to digital signals and vice versa" (ProcommEE_000961-996)	"uplink data that has been converted from RF to digital" '100 Pat., 3:55–60, 3:67-4:2, 6:14-24, FIGS. 4, 6, 7:31-35, 7:62-8:29. '100 Pat. File History, Feb. 6, 2013 Amendment at pp. 2, 6-9; May 9, 2013 Office Action at pp. 3-4 (rejection based on U.S. Pat. No. 6,963,552 to Sabat, Jr.), 7 (rejection based on U.S. Pat. Pub. No. 2009/0129314 to Weniger). Reddy, *Encyclopedia of Electronics and Telecommunication Engineering*, 2007, at p. 297 ("sampling").

B. U.S. Patent No. 7,724,521[3]

1. Agreed Constructions

Claim Term or Phrase	Agreed Construction
"Venturi effect" ('521 Patent, claims 14 and 19)[4]	"The lowering of a fluid's (gas or liquid) pressure and rising of the fluid's speed as it moves through a flow constriction."

2. Disputed Constructions

Disputed Claim Term or Phrase	Plaintiff's Proposed Construction & Support	Defendants' Proposed Construction & Support
"convective opening" ('521 Patent, claim 14)[5]	Plain and ordinary meaning as informed by the intrinsic evidence; no construction necessary. '521 Patent, cls. 14, 19; 3:48-4:9; 4:26-5:21; 5:39-6:32; Figs. 1A, 1B, 1C, 1D, 2B, 2C, 2D, 3.	"opening at the end of a structure configured to receive a convective fluid flow" '521 Patent: 3:48-53, 4:2-9; 4:27-61, 5:12-21, 5:47-6:21; Figs. 1A-1D, 2B-2D, 3; Claims. 4, 10, 14, 19.

[3] The parties agree that Claims 1, 4, 5, 15, and 16 are no longer asserted in this case.

[4] The parties dispute whether Claim 19 of the '521 patent is asserted in this case. Plaintiff intends to address this dispute in a forthcoming motion to amend infringement contentions. Defendants' Position: Claim 19 was not asserted in the operative contentions served on March 20, 2024, and Plaintiff has not moved for leave to amend its contentions to add a newly-asserted claim or otherwise. Accordingly, Defendants object to any reference to claim 19 in this claim chart.

[5] To the extent that claim 19 is later added to this case, Defendant's proposed construction of this term is applicable to Claim 19.

Disputed Claim Term or Phrase	Plaintiff's Proposed Construction & Support	Defendants' Proposed Construction & Support
"a sealed environment" ('521 Patent, claim 14)[6]	Plain and ordinary meaning as informed by the intrinsic evidence; no construction necessary. '521 Patent, cls. 14, 19; 3:5-29; 5:39-60; Figs. 1A, 1B, 1C, 1D, 3	"a closed environment that does not need to be weatherproof" '521 Patent: 3:5-29, 4:10-15, 5:39-47; Figs. 1A-1D, 2B-2D, 3; Claims. 6-8, 14, 19. *Merriam Webster's Collegiate Dictionary*, 10th ed., 1998, p. 1052 ("seal").

C. U.S. Patent No. 8,497,813[7]

1. Agreed Constructions

No agreed constructions.

2. Disputed Constructions

No disputed constructions.

[6] To the extent that claim 19 is later added to this case, Defendant's proposed construction of this term is applicable to Claim 19.

[7] The parties dispute whether Claims 5–7 of the '813 patent are asserted in this case. Plaintiff intends to address this dispute in a forthcoming motion to amend infringement contentions. Defendants' Position: Claims 5-7 were not asserted in the operative contentions served on March 20, 2024, and Plaintiff has not moved for leave to amend its contentions to add a newly-asserted claim or otherwise. Accordingly, Defendants reserve the right to propose additional construction or indefiniteness positions, and to identify intrinsic and extrinsic evidence, for terms or phrases in Claims 5–7 to the extent that they are later added to this case.

D. U.S. Patent No. 7,834,721[8]

[8] The '721 patent is asserted against the Verizon defendants only. Procomm and Verizon's relevant supplier have agreed to a settlement in principle regarding the '721 patent and expect to execute a final agreement shortly and prior to *Markman* briefing, which would resolve the dispute as to this patent. The parties have therefore agreed to forgo identifying terms from the '721 patent for construction. In the highly unlikely event that a settlement agreement is not executed, the parties will inform the Court accordingly.