UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS,
T-MOBILE USA, INC., AT&T SERVICES, INC.,
NOKIA OF AMERICA, CORP., ERICSSON INC., AND GOOGLE LLC,
Petitioners,

v.

PEGASUS WIRELESS INNOVATION LLC,
Patent Owner.

Case IPR2025-00137
U.S. Patent No. 11,540,272

PATENT OWNER'S PRELIMINARY SUR-REPLY

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PATENT OWNER'S EXHIBIT LIST

Exhibit No.	Description
2001	Memorandum Opinion and Order in *Pegasus Wireless Innovation LLC v. Verizon Communications Inc. et al.*, Nos. 2:23-cv-00640, 2:23-cv-00638, 2:23-cv-00639 (E.D. Tex Dec. 11, 2024)
2002	Memorandum Opinion and Order in *Pegasus Wireless Innovation LLC v. Verizon Communications Inc. et al.*, Nos. 2:23-cv-00640, 2:23-cv-00638, 2:23-cv-00639 (E.D. Tex Dec. 23, 2024)
2003	Reserved
2004	Defendants' Preliminary Invalidity Contentions in *Pegasus Wireless Innovation LLC v. Verizon Communications Inc. et al.*, Nos. 2:23-cv-00640, 2:23-cv-00638, 2:23-cv-00639 (E.D. Tex May 17, 2024)
2005-2017	Reserved
2018	Comparison of Districts Within the Fifth Circuit — 12-Month Period Ending September 30, 2024 (available at https://www.uscourts.gov/sites/default/files/2025-02/fcms_na_distcomparison1231.2024.pdf)
2019-2039	Reserved
2040	Appendix I to Defendants' Preliminary Invalidity Contentions in *Pegasus Wireless Innovation LLC v. Verizon Communications Inc. et al.*, Nos. 2:23-cv-00640, 2:23-cv-00638, 2:23-cv-00639 (E.D. Tex May 17, 2024)
2041	Ex. I-2 of Appendix I to Defendants' Preliminary Invalidity Contentions in *Pegasus Wireless Innovation LLC v. Verizon Communications Inc. et al.*, Nos. 2:23-cv-00640, 2:23-cv-00638, 2:23-cv-00639 (E.D. Tex May 17, 2024)
2042-2049	Reserved
2050	Defendants' Amended Invalidity Contentions in *Pegasus Wireless Innovation LLC v. Verizon Communications Inc. et al.*, Nos. 2:23-cv-00640, 2:23-cv-00638, 2:23-cv-00639 (E.D. Tex November 1, 2024)
2051	Defendants' Amended Invalidity Contentions in *Pegasus Wireless Innovation LLC v. Verizon Communications Inc. et al.*, Nos. 2:23-cv-00640, 2:23-cv-00638, 2:23-cv-00639 (E.D. Tex December 23, 2024)

2052	Defendants' Motion for Leave to Amend Invalidity Contentions in *Pegasus Wireless Innovation LLC v. Verizon Communications Inc. et al.*, Nos. 2:23-cv-00640, 2:23-cv-00638, 2:23-cv-00639 (E.D. Tex. January 24, 2025)
2053	Appendices to Defendants' Preliminary Invalidity Contentions in *Pegasus Wireless Innovation LLC v. Verizon Communications Inc. et al.*, Nos. 2:23-cv-00640, 2:23-cv-00638, 2:23-cv-00639 (E.D. Tex. November 1, 2024)
2054	Exhibits to Appendices of Defendants' Preliminary Invalidity Contentions in *Pegasus Wireless Innovation LLC v. Verizon Communications Inc. et al.*, Nos. 2:23-cv-00640, 2:23-cv-00638, 2:23-cv-00639 (E.D. Tex. November 1, 2024)
2055-2202	Reserved
2203	Consolidation Order in *Pegasus Wireless Innovation LLC v. Verizon Communications Inc. et al.*, Nos. 2:23-cv-00640, 2:23-cv-00638, 2:23-cv-00639 (E.D. Tex Feb. 13, 2024)

As authorized by the Board by email on May 16, 2025, Patent Owner files this Preliminary Sur-Reply in support of its Preliminary Response ("POPR") and in response to Petitioners' Preliminary Reply ("Reply").

I. THE "PATTERNS" OF GAO AND YOU DO NOT DISCLOSE THE CLAIMED "STARTING OFDM SYMBOL"

As explained in the POPR, Petitioners' primary references, You and Gao, fail to disclose an allocation table with information on a starting OFDM symbol, as claimed in each of the independent claims and as relied upon by the Examiner when allowing the claims. POPR, 1. Having failed to establish these claimed features in the asserted art, "Petitioners try to fill the gaps in these references with conclusory expert testimony that ignores the teachings of the references themselves." POPR, 10-11.

Petitioners' Reply confirms these flaws, and newly shifts their reliance for these missing features from conclusory expert testimony to unsupported attorney argument. Petitioners point to Gao's disclosure that states "each pattern includes an allocation of lengths and **positions of the DL regions in the time unit**….". Reply, 1 (citing Ex. 1007, [0206]; Ex. 1003, ¶¶238-241) (emphasis in original). But Gao's disclosure of "positions" is not sufficient to disclose "information on a starting OFDM symbol," and Petitioners provide no evidence that would support their characterization. Petitioners then rely on a selective quotation of a disclosure relating to the position of an uplink (UL) region, not downlink (DL) region, (Gao,

[0028] ("to a time domain position ***of the UL region*** directly , e.g., the number of a symbol") (emphasis added)) to contend without support that:

> "[T]he number of a symbol" is "information on a starting OFDM symbol" because it defines the specific start number of the DL region within the slot. Thus, Gao identifies the "position" (i.e., "the number of a symbol") within the slot – which teaches or renders obvious "information on a starting OFDM symbol."

Reply, 2. This is attorney argument, however. Petitioners do not provide support for relying on "positions" to teach or render obvious "information on a starting OFDM symbol." Additionally, it is noteworthy that Petitioners resort to the unsupported and undeveloped back-up argument that position "renders obvious" the claimed "information on a starting OFDM symbol." It is not sufficient to attempt to span differences in the asserted art and the challenged claims with the conclusory statement that resolving such differences would be obvious.

Next, Petitioners confirm that they are exclusively relying on the "patterns" embodiment of Gao, but then present attorney argument to deflect from the point that while Gao knows when to use the term "starting" in its specification, Gao does not do so in the embodiment on which Petitioners rely. Reply, 2 ("[t]he content of one alternative does not dictate or limit the meaning / content of the other alternative").

Finally, Petitioners proclaim that "PO's position makes no sense" (Reply, 2), but then confirm Gao's ambiguity in a manner that is consistent with Patent Owner's position. Specifically, Petitioners conclude their Reply on Gao with Petitioners' views on "a few ways to interpret" Gao in response to Patent Owner's position. Reply, 2-3. But these different ways to interpret Gao increase rather than decrease the confusion about what information Gao is communicating. Essentially, Petitioners concede that a position among Gao's "positions" is not defined as a start position, and just as easily be an ending position or a contiguous position. Not only does the meaning of Gao's "positions" change under Petitioners' various interpretations, but Gao's "lengths" also takes on different meanings under each interpretation of "positions." This uncertainty is exactly the point Patent Owner is making: Gao's "positions" could be any position, and when combined with the uncertain "lengths" interpretation, fails to identify a starting OFDM symbol. Moreover, even under Petitioners' various ways to interpret Gao, there is no clear indication by Gao (or Petitioners) which interpretation of "positions" is correct and which interpretation of "lengths" is correct, and these disclosures fail to convey "information on a starting OFDM symbol."

Petitioners' argument regarding You is similar. Petitioners point to "patterns" that identify "specific regions for PDSCH within an overall set of symbols," Reply, 3-4 (citing You, [0004]), and then jump to the conclusion that

including a region in another region always must disclose "information on a starting OFDM symbol." Reply, 4. That leap is unsupported by You's disclosures.

Petitioners next try to contend that You's explicit section D entitled "Starting OFDM Symbol location of sPDSCH Transmission" is somehow, "plainly," a "separate identification[] corresponding to the starting OFDM symbol." Reply, 3, 4-5. To be certain, Patent Owner's position is not that Section D "excludes or overrides" Section C of You (Reply, 5). Rather, Patent Owner's position is that Section D is provided in You because Section C of You ***does not*** provide the system with the starting OFDM symbol. Petitioners only view these sections as one of "two separate identifications corresponding to the starting OFDM symbol" (Reply, 3) because they incorrectly contend that Section C of You provides an identification corresponding to the starting OFDM symbol in the first place. It does not.

As noted in the POPR at 12, Petitioners miss this point of the organization of You entirely. You is organized in an outline format with a Section A ([0153] "A. sPDCCH PRB Location Configuration"), a Section B ([0192] "B. Flexible sPDCCH PRB Resource"), a Section C ([0198] "C. sPDSCH PRB Allocation"), a Section D ([0226] "D. Starting OFDM Symbol Location of sPDSCH Transmission") and a Section E ([301] "E. Multiplexing of sPDCCH and sPDSCH"). Sections C and D are not, as Petitioners contend, organized to reflect

a "separate identification[] corresponding to the starting OFDM symbol." Reply, 3, 4-5. Each section in You is directed to a different topic, not to alternatives. Thus, Section D is provided in You precisely because Section C of You does not provide the system with the starting OFDM symbol. Petitioners' theory directed to Section C of You for allegedly disclosing the claimed "information on a starting OFDM symbol" fails, and does not warrant institution.

II. CONCLUSION

For the reasons presented above in the POPR, the Petition should be denied, and no *inter partes* review should be instituted.

Dated: June 10, 2025

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CERTIFICATE OF SERVICE

Petitioner has consented to e-mail service in this proceeding. Pursuant to 37 C.F.R. §42.6, the undersigned certifies that on June 10, 2025, a copy of the foregoing document was served by email upon the following counsel at the below email addresses:

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