

BECKMAN COULTER, INC.,)
)
Plaintiff,)
)
v.)
)
CYTEK BIOSCIENCES, INC.,)
)
Defendant.)

C.A. No. 24-945 (CFC) (EGT)

Dated: February 9, 2026

Respectfully submitted,

Bernhard H. Weigl, Ph.D., MSc

CYTEK V. BECKMAN
PGR2025-00088
BECKMAN 2060

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E. The phrase “a substantially full spectrum of visible light” is indefinite

92. I understand from counsel that a patent claim is invalid as indefinite if the claim, as read in light of the specification delineating the patent, and the prosecution history, fails to inform, with reasonable certainty, those skilled in the

art about the scope of the invention.

93. I understand that Dr. Ilkov opined in his Opening Report that the phrase “a substantially full spectrum of visible light” is indefinite. (*See* Ilkov Opening Rep., ¶¶950-955.) I have reviewed these opinions and endorse them.

94. In his Report, Dr. Robinson disputes that there is no guidance as to what would be a substantially full spectrum versus an insubstantially full spectrum. (Robinson Rebuttal Rep., ¶276.) But, he cites no disclosure from the specification that provides an objective way to distinguish a substantially full spectrum versus an insubstantially full spectrum and instead cites disclosure merely discussing providing multiple ports/channels in the WDM. (*Id.*)

95. He also asserts that: “A POSA would further understand that ‘substantially full spectrum’ would provide coverage across essentially the entire visible spectrum with allowance for minor, immaterial gaps.” (*Id.*) But this just breaks down one subjective term of degree (“substantially”) into multiple subjective terms of degree (“essentially,” “minor,” “immaterial”). It does nothing to provide an objective boundary on this limitation that would lead a POSA to have a reasonably certain understanding of the dividing line between a substantially full spectrum and an insubstantially full spectrum. In my opinion, a POSA would not know when “essentially” the entire visible spectrum was covered versus when less than “essentially” the entire visible spectrum was covered. A POSA would not

[REDACTED]

know how to objectively distinguish “minor” gaps in coverage versus substantial, significant, or major gaps in coverage. A POSA would not know how to distinguish between an “immaterial” gap and a “material” one. In my opinion, this claim limitation is indefinite.

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