

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

PROXENSE, LLC,

Plaintiff,

v.

MICROSOFT, CORP.,

Defendant.

Civil Action No. 6:23-cv-00319-ADA

PLAINTIFF PROXENSE, LLC's RESPONSIVE CLAIM CONSTRUCTION BRIEF

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I. INTRODUCTION

The Court has already construed *every single* term that Defendant Microsoft Corporation (“Microsoft”) now seeks to re-construe. In the earlier case *Proxense, LLC v. Samsung Electronics Co., Ltd. et al.*, 6:21-cv-00210-ADA (W.D. Tex.) (hereinafter, “*Proxense v. Samsung*”), this Court agreed with Proxense’s proposed constructions for all of the terms in this proceeding. *See id.* ECF No. 43 (Claim Construction Order); ECF 149 (Claim Construction Opinion). Proxense requests that the Court simply adopt its prior rulings on these terms. On the other hand, Microsoft’s proposed constructions are nearly identical or outright identical to the constructions that this Court rejected when Samsung presented the same arguments in *Proxense v. Samsung*. Proxense’s proposed constructions are supported by the claims and the specifications. In contrast, Microsoft’s proposed constructions impermissibly change the meaning of claims, add claim limitations, and inject unnecessary confusing language into the claims. Further, Microsoft’s rationale for its proposed constructions provides no new credible evidence or arguments that challenge the Court’s previous determinations. The Court should adopt its prior constructions from *Proxense v. Samsung*.

II. THE CLAIMED INVENTIONS

The inventions set forth in the patents-in-suit (U.S. Patent Nos. 8,352,730 (the “730 Patent”), 8,886,954 (the “954 Patent”), and 9,298,905 (the “905 Patent”) (collectively, “Family A”) and U.S. Patent Nos. 8,646,042 (the “042 Patent”), 9,679,289 (the “289 Patent”) and 10,073,960 (the “960 Patent”) (collectively, “Family B”) allow users to carry, control, and protect their own personal data on devices like mobile phones, which allows for secure transactions and authentication using those devices. Biometric authentication and use of remote (*e.g.*, web-based) applications requires trust between the user and the service provider. The user must trust that the service provider can and will protect personal data and that the service provider will not abuse

such data. Utilizing online services—including social media, office, productivity, financial, travel, and other similar services—requires the user to trust that the service provider will safeguard the personally identifying information that a user provides using the service. Such information could include biometric data used, for example, as a means of verifying an authorized user’s identity. Safeguarding and limiting the information that is shared with multiple service providers is a necessity. The inventions of the patents-in-suit address these issues by providing ways to use biometric information securely to access and/or utilize private, sensitive information.

Family A is directed to inventions ensuring biometric data privacy while enabling biometric authentication. The claimed inventions improve on the prior art by providing for multiple levels of authentication, such that a user is verified as properly in possession of a biometric access instrumentality, and also biometrically verified as authorized to access sensitive and/or secure resources. Family B is directed to inventions that improve the capabilities and flexible arrangements of multiple devices and instrumentalities that are used to provide means of authorized access to access sensitive and/or secure resources while retaining security.

III. LEVEL OF ORDINARY SKILL IN THE ART

Proxense submits that a person of ordinary skill in the art would have a bachelor’s degree in computer or electrical engineering (or an equivalent degree) with at least three years of experience in the field of encryption and security (or an equivalent). This level of skill is approximate, and more experience would compensate for less formal education, and vice versa.

IV. AGREED CONSTRUCTIONS

The parties have agreed to the following constructions from the Court’s Claim Construction Order in *Proxense v. Samsung*:

Term	Patents	Agreed Construction
“ID code”/“device ID code”	730 Patent, claims 1, 3, 15; 954 Patent, claims 1, 3; 905 Patent, claims 1, 2	A unique code identifying a device
“hybrid device”	042 Patent, claim 10; 289 Patent, claims 14, 16	A device comprising an integrated personal digital key (PDK) and an integrated receiver-decoder circuit

V. CONSTRUCTION OF DISPUTED TERMS

A. Family A

1. “access message” (730:1, 15; 954, 1; 905:1)

Proxense’s Construction	Microsoft’s Construction
Adopts the Court’s Construction in <i>Proxense v. Samsung</i> : A signal or notification enabling or announcing access	a message enabling access

The Court has already construed the term “access message” in *Proxense v. Samsung*, holding that the term “can have the effect of moving the user to the next step of providing information (like providing the user’s age), **which is more than just enabling access.**” *Proxense v. Samsung*, ECF. No. 149 at 21 (emphasis added). The Court further agreed with Proxense that “‘access message’ **is broader than a message that allows access.**” *Id.* (emphasis added).

Nevertheless, Microsoft requests that the Court adopt essentially the same, narrow construction the Court previously rejected. In particular, Microsoft requests a construction wherein an access message is limited to a message that **enables** access to be permitted. But the Court’s prior construction includes an access message that (1) announces that access was permitted and (2) can be a signal or notification. The claim language and specification demonstrated that the broader construction that the Court previously adopted is correct. *See id.* at 22 (holding that the term “suggests that it can serve to notify the user of access, not just enable access”).

Claims “must be construed so as to be consistent with the specification, of which they are a part.” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1316 (Fed. Cir. 2005) (*en banc*). The specification

of the Family A patents contains numerous examples that describe an “access message” as a signal or notification that enables access, and that **also provide an announcement that access is enabled**. Microsoft’s proposed construction, however, improperly excludes the latter embodiments from the claim. *See Helmsderfer v. Bobrick Washroom Equip., Inc.*, 527 F.3d 1379, 1383 (Fed. Cir. 2008) (“[O]ur court has cautioned against interpreting a claim term in a way that excludes disclosed embodiments, when that term has multiple ordinary meanings consistent with the intrinsic record.”).

The claim language itself (“receiving an **access message** from the agent allowing the user access to an application . . .”) shows that “access message” is broader than a message that simply allows access. The word “allowing” as used in this context can be understood to mean both “causes access to be permitted” and “announces that access is permitted.” The step of receiving a notification that the agent has allowed access then permits the application to move to a next step (*e.g.*, check appropriate age before granting access) or inform a party that access was permitted (*e.g.*, pop up a window to inform a user).

The specification discloses several examples of “access message” having an effect other than permitting access. For example, an “access message” that provides an announcement that access is enabled can be an LED (“In one embodiment, LED 130 can also confirm that . . . authentication has completed.”, 730 Patent 3:33-35; 954 Patent 4:26-28; 905 Patent 4:28-30) or a pop-up window (“Response to successful authentication of the key, access is allowed 470 to application. In the slot machine example, a new pop-up window can be spawned to indicate a successful age verification.”, 730 Patent 6:28-31; 954 Patent 7:23-26; 905 Patent 7:28-29). Other embodiments disclose that the “access message” can also be one that leads an element of the system to enable access (*e.g.*, “Authentication module 310 can send a message to application 330, or otherwise allow access to the application, responsive to a successful authentication by trusted

key authority 320.”, 730 Patent 5:23-26; 954 Patent 6:15-17; 905 Patent 6:17-19); (“In one embodiment, application module 330 allows access by a user after receiving a message from authentication module 310.”, 730 Patent 5:34-36; 954 Patent 6:29-31; 905 Patent 6:31-33). In another embodiment, access message has the effect of moving to the next step to ask for more information: “If authentication is successful, the trusted key authority sends an access message to the application to allow user access and/or provide additional information from the profile (such as the user’s age).” *E.g.*, 730 Patent 7:18-21.

Moreover, “access message” appears in claims 1, 9, and 13 of the 905 Patent where it “indicat[es] that the third-party trusted authority successfully authenticated the ID code.” Claim 12 of the 730 Patent recites the steps of receiving an “access message” and allowing access “in response to a positive access message” as entirely separate steps. These examples are most consistent with a construction that the access message can be “indicating” (*i.e.*, announcing) that access is enabled, but can also have an enabling function (as in Proxense’s proposed construction). This Court already found that “language of ‘indicates’ suggests that [the access message] can serve to notify the user of access, not just enable access.” *Proxense v. Samsung* ECF. No. 149 at 21-22.

Microsoft spends much of its briefing on this term *ignoring* the embodiments described above that show that an access message can announce access, instead pointing only to examples within the Family A Patents that show an access message enabling access. This disregards the context surrounding use of the term, which this Court in *Proxense v. Samsung* found helpful previously. *Id.* Microsoft also argues that: (1) the 730 Patent “describes ‘access message’ in only one manner in the entire specification” – enabling access, (2) the statement “[t]he user is allowed access responsive to receipt of an access message from the agent that authenticates the code” made during prosecution somehow excludes announcing access, and (3) Proxense’s proposed construction is illogical, as it calls for “announcing access” without requiring granting access. Op.

Br. at 4-7. None of these arguments prove that the access message does not announce access.

First, for reasons already discussed above with respect to the LED, the pop-up window, and an access message being used to move to the next step to ask for more information, the access message is described in more than one manner. In addition to enabling access, it can announce access, “*which is more than just enabling access.*” *Proxense v. Samsung*, ECF 149 at 21 (emphasis added).

Second, the statement “[t]he user is allowed access responsive to receipt of an access message from the agent that authenticates the code” made during prosecution does not exclude “announcing access” from the claimed invention. Microsoft asserts that this statement excludes “announcing access” because “‘announcing access’ was never discussed” in this statement or during prosecution. Op. Br. at 7. However, To disavow or disclaim the full scope of a claim term, the patentee’s statements in the prosecution history must amount to a “clear and unmistakable” surrender. *Cordis Corp. v. Bos. Sci. Corp.*, 561 F.3d 1319, 1329 (Fed. Cir. 2009). But the above statement was about one embodiment of the claimed invention. *See e.g. Innova/Pure Water, Inc. v. Safari Water Filtration Sys., Inc.*, 381 F.3d 1111, 1117 (Fed. Cir. 2004). It was not intended to cover the full scope of the “access message” term – the specification provides the full scope of the term through its several embodiments; not via a single embodiment as Microsoft asserts. Further, this statement does not explicitly exclude “announcing access.” There was no disavowal by Proxense to limit the claim term to only “enabling access.” Moreover, the specification of the Family A patents is clear that announcing access is within the scope of the term. Therefore, this statement made during prosecution does not carry more weight than the Family A specification and does not limit the term. *Phillips*, 415 F.3d at 1318 (“because the prosecution history represents an ongoing negotiation between the PTO and the applicant, rather than the final product of that negotiation, it often lacks the clarity of the specification and thus is less useful for claim

construction purposes.”); *see also Athletic Alts., Inc. v. Prince Mfg.*, 73 F.3d 1573, 1580 (Fed. Cir. 1996) (ambiguous prosecution history may be “unhelpful as an interpretive resource”).

Third, Microsoft calls Proxense’s proposed construction, as previously adopted by the Court, “illogical” as:

[t]here is no alternate signal that Proxense proposes as the message enabling access, other than “access message.” So if, as Proxense proposes, “access message” can be either a “signal or notification *enabling* access” or a “signal or notification *announcing* access,” then, in instances where “access message” acts as an announcement, there would be no signal that enables access—making that announcement incorrect.

Op. Br. at 6 (emphasis in original). Microsoft argues that if there is an access message that announces access, there cannot be a separate access message that enables access. Nothing within the Family A claims supports this view. *Renishaw PLC v. Marposs Societa’ per Azioni*, 158 F.3d 1243, 1248 (Fed. Cir. 1998) (“[t]he claim construction inquiry . . . begins and ends in all cases with the actual words of the claim.”). There is no claim limitation or teaching within the specification that limits the number of access messages sent or received. There is no explicit disclosure that states that if there is an access message that enables access there cannot be another access message that announces access or vice versa. The mere fact that an action is not required by a claim does not mean that the action is expressly excluded from the environment within which the claimed invention operates. *INVT SPE LLC v. Int’l Trade Comm’n*, 46 F.4th 1361, 1374-75 (Fed. Cir. 2022). Further, there is nothing requiring that an access message for enabling access must be sent if an access message for announcing is sent or vice versa. No such disclosure exists in the Family A patents. Proxense’s proposed construction allows for either type (enabling or announcing access) which is what the claim requires and is appropriate based on the disclosures within the Family A patents.

Furthermore, “access message” being construed as a “signal or notification” is appropriate based on the disclosure of the Family A Patents. As disclosed in the specification, an LED can be

a **signal** when illuminated to “confirm that . . . authentication has completed.” 730 Patent 3:33-35; 954 Patent 4:26-28; 905 Patent 4:28-30. Also, a pop-up window can be a **notification** “to indicate a successful age verification.” 730 Patent 6:28-31; 954 Patent 7:23-26; 905 Patent 7:28-29. Microsoft ignores these embodiments, improperly concluding there is no support for this construction because the term “notification” does not appear in the Family A patents while attempting to create a limitation that the term “signal” must be used to describe the access message. Op. Br. At 7. However, Microsoft’s added limitations and simple word search are insufficient to support their assertions. A claim term is construed according to its ordinary and accustomed meaning as understood by one of ordinary skill in the art at the time of the invention in the context of the patent and intrinsic record. *Phillips*, 415 F.3d at 1312–14. Here, one of ordinary skill in the art would understand that an access message comprises a signal or notification based on the disclosure within the Family A patents.

In short, Microsoft’s proposed construction should be rejected for the same reasons that it was rejected when Samsung presented it in *Proxense v. Samsung*. Microsoft provides no new credible evidence or arguments that could disturb the Court’s previous construction. The Court should thus adopt its prior construction of “access message” here.

2. “wherein the biometric data and the scan data are both based on a fingerprint scan by the user” (730:5)

Proxense’s Construction	Microsoft’s Construction
Adopts the Court’s Construction in <i>Proxense v. Samsung</i> :	Invalid under §112 ¶4
No construction needed, plain and ordinary meaning	

Microsoft again makes the same argument that this Court rejected in *Proxense v. Samsung*. See *Proxense v. Samsung*, ECF 149 at 22. Dependent claim 5 is not invalid; it properly reduces the number of possible fingerprints from those intrinsic to the “palm print” or “hand geometry” of independent claim 1.

Claim 1 of the 730 Patent describes multiple categories of “biometric data” as “selected

from a group consisting of a palm print, a retinal scan, an iris scan, a hand geometry, a facial recognition, a signature recognition and a voice recognition.” In its briefing, Microsoft raises the same arguments the Court already considered and rejected, asserting that Claim 5 “broaden[s] [] the Markush group in claim 1 to include the term ‘fingerprint[.]’” Op. Br. at 10. But as the Court held in *Proxense v. Samsung*, Claim 5 of the 730 Patent:

properly narrows the scope of “biometric data” to a single “fingerprint.” The plain and ordinary meaning of “palm print” would be understood to include some combination of prints from the heel and/or flat of the hand, with multiple fingerprints and/or a thumb print (*see, e.g.*, 730 Patent 3:4-11, expanding exemplary biometric data from “fingerprint” to additional metrics like an entire “palm print”; *id.* at 3:29-33, indicating that biometric data capture could include thumb or other fingerprints). *Id.* at 24 (emphasis added).

There is no need for the Court to hold any differently in this case or to re-construe this term. Microsoft has not shown any evidence—intrinsic or extrinsic—that suggests that a person of ordinary skill in the art would *not* understand “‘palm print’ . . . to include some combination of prints from the heel and/or flat of the hand, with multiple fingerprints and/or a thumb print.” *Id.* Microsoft simply just asserts that to be true. Microsoft’s assertion is wrong. Its argument rests on the same “inaccurate premises” that Samsung raised in *Proxense v. Samsung*, namely, that “a person of ordinary skill in the art would not understand that the plain and ordinary meaning of ‘palm print’ includes multiple fingerprints and/or a thumb print,” and that “the Examiner’s Amendment that added the Markush group to claim 1 . . . caused dependent claim 5 . . . to become indefinite.” *Proxense v. Samsung*, ECF 149 at 24. As the Court already held—and as Proxense re-submits here in response to Microsoft’s repeat of this argument—“[b]oth premises collapse under the well-established presumption ‘that an examiner would not introduce an indefinite term into a claim when he/she chooses to amend the claim for the very purpose of putting the application in a condition for allowance.’” *Id.* (citing *Tinnus Enterprises, LLC v. Telebrands Corp.*, 733 F. App’x 1011, 1020 (Fed. Cir. 2018)).

The incorrectness of Microsoft’s position is further confirmed by the Federal Bureau of Investigation (“FBI”)’s definition of “palm print,” which confirms that the plain and ordinary meaning of the term is one of the “area extending from the top of the wrist bracelet to the tips of the fingers” and provides a figure illustrating the same. Ex. A at 2. Proxense’s construction is consistent with the FBI’s definition of palm print as well as the Court’s prior rulings. Microsoft’s arguments fail to challenge the legitimacy of the Court’s prior determination as Claim 5 properly narrows the scope of the “biometric data” term and does not broaden it.

Even if the claims were somehow ambiguous, despite repeated disclosures of a “fingerprint” as an exemplary type of “biometric data” in the specification, the term should be construed to preserve validity. *See Phillips*, 415 F.3d at 1327. A “fingerprint” is one example of the “biometric” information, and thus dependent claim 5 properly limits the scope of claim 1. The scope of claim 5 is readily understood by a POSITA and should not be found invalid.

B. Family B

1. “personal digital key” (042:10)

Proxense’s Construction	Microsoft’s Construction
Adopts the Court’s Construction in <i>Proxense v. Samsung</i> : An operably connected collection of elements including an antenna and a transceiver for communicating with a RDC and a controller and memory for storing information particular to a user.	a device that includes an antenna, a transceiver for communicating with the RDC and a controller and memory for storing information particular to a user

The parties’ essential dispute is whether a “personal digital key” must be a stand-alone, single-purpose, monolithic device (as Microsoft argues) or not (as Proxense argues). Microsoft again presents an *identical* construction that Samsung presented in *Proxense v. Samsung*, and which this Court rejected.¹ *Proxense v. Samsung*, ECF 149 at 30-31. Proxense’s proposed

¹ The “personal digital key” term was construed with respect to U.S. Patent Nos. 9,049,188 and 9,235,700 in *Proxense v. Samsung*, which both derive from continuation applications of the 042 Patent and share the same specification as the Family B Patents.

construction properly reflects the patent’s recitation of the elements comprising a personal digital key (“PDK”), which can be an operably connected collection of elements integrated into a hybrid device, such as a cell phone.

The shared specification of Family B does not constrain a “personal digital key” to a series of physically connected elements in a single, stand-alone device. A “personal digital key” must have, at minimum, “an antenna and a transceiver for communicating with a RDC (not shown) and a controller and memory for storing information particular to a user.” 042 Patent 13:46-49. The specification also teaches that a PDK can be a “standalone . . . physical device *or can be integrated into commonly carried items . . . such as a cell phone.*” 042 Patent 5:44-47 (emphasis added). For example, the specification explains that the function of a PDK can be implemented in a cell phone where a “hybrid device” has the form factor of a SIM card, and “is merely inserted in place of a conventional SIM card to provide this functionality.” 042 Patent 14:24-32. In another example, the PDK function can become part of a cell phone by connecting via “internal integration or an access port,” such that the transceiver and antenna of the PDK are again those of the cell phone into which it is integrated (“the PDK function becomes part of the cell phone” and “the PDK enabled phone uses the back channel to perform other validation/update functions via the cellular infrastructure.”). 042 Patent 15:40-52. As this Court recognized in *Proxense v. Samsung*, in such embodiments where the hybrid device/PDK function is integrated into a cell phone (*e.g.*, with a SIM card), “the transceiver and/or antenna of the PDK is provided by the cell phone, and the memory and controller of the PDK are provided by the SIM card.” *Proxense v. Samsung*, ECF 149 at 30. This supports Proxense’s construction and condemns Microsoft’s proposed construction to the extent Microsoft requires the PDK be a stand-alone, monolithic device.

Microsoft also mistakenly argues that the PDK’s alleged abilities of (1) portability, (2) proximity/location tracking, and (3) being able to operate with or without wireless connectivity

somehow confirms that the “PDK is a singular device.” *Id.* at 13-15. However, these abilities do not prove the PDK is limited to a monolithic, stand-alone device. The 042 Patent teaches the PDK being a collection of elements integrated within a cell phone. 042 Patent 14:24-32; 15:40-52. Microsoft appears to agree when citing, with emphasis, to the 042 Patent disclosure that “[t]he **PDK 102** can be *standalone* as a portable, *physical device* or can be *integrated into* commonly *carried items*.” Op. Br. at 13 (emphasis in original). Thus, a PDK can simultaneously be a collection of elements integrated within a cell phone and arguably have the abilities of (1) portability, (2) proximity/location tracking, and (3) being able to operate with or without wireless connectivity. Moreover, these alleged abilities are not required by the claims and the specification does not limit them to PDK’s that are only stand-alone devices. Microsoft is attempting to selectively import partial disclosures in *some* embodiments to improperly limit the scope of the claims, which courts have prohibited. *See Comark Commc’ns, Inc. v. Harris Corp.*, 156 F.3d 1182, 1187 (Fed. Cir. 1998) (quoting *Constant v. Advanced Micro-Devices, Inc.*, 848 F.2d 1560, 1571 (Fed. Cir. 1988)) (“[a]lthough the specification may aid the court in interpreting the meaning of disputed claim language, particular embodiments and examples appearing in the specification will not generally be read into the claims”).

In sum, Microsoft presents a construction for “personal digital key” that is identical to the one this Court rejected in *Proxense v. Samsung* but does not provide any new credible evidence or argument that could justify disturbing the Court’s prior construction. Accordingly, Proxense respectfully requests that the Court adopt its prior construction from *Proxense v. Samsung*.

2. “receiver-decoder circuit” (042:10; 289:14, 16)

Proxense’s Construction	Microsoft’s Construction
Adopts the Court’s Construction in <i>Proxense v. Samsung</i> : A component or collection of components, capable of wirelessly receiving data in an encrypted format and decoding the encrypted data for processing.	a circuit that wirelessly receives encrypted data from the PDK and decodes it

Microsoft, again, seeks to re-construe a term the Court already construed in *Proxense v. Samsung*. Here, the parties’ dispute whether the term “receiver decoder circuit,” or “RDC” can comprise a collection of components (as proposed by Proxense’s and adopted in the Court’s prior construction), or whether it is restricted to a “single entity” such as a circuit (as Microsoft argues). Proxense’s proposed construction fully captures the disclosures in the specification. The Court fully appreciated and recognized the basis for this construction in *Proxense v. Samsung*, where it noted that there are “examples in the specification that do not require the RDC to be a separate and distinct device.”² *Proxense v. Samsung*, ECF 149 at 38.

To support its construction, Microsoft points to a block diagram of an RDC (among other elements) and improperly alleges that the “RDC is depicted as a *single entity* in Fig. 3.” Op. Br. at 19 (emphasis added). This is yet another improper attempt by Microsoft to limit the scope of a claim term to a single embodiment—here, the physical structure of the block diagrams of the shared specification of the 042 and 289 Patents (*e.g.*, Fig. 3). A block diagram simply describes the relationships between functional elements of a system; it need not show an actual depiction of any of its physical components. The use a box in the block diagram’s depiction of the RDC in Fig. 3 is merely to denote the functional relationships among the elements; **it does not detail specific physical structures**. This Court found this rationale to be true in *Proxense v. Samsung*, holding that the “Defendants’ justification for a single device also comes from *just one embodiment*, which likely just describes the functional elements of the RDC rather than depict specific physical structures.” *Proxense v. Samsung*, ECF 149 at 38 (emphasis added).

Similarly, Figure 3—as stated in the 042 Patent itself—is just “a block diagram illustrating one embodiment of a sensor,” not discrete physical structures, and certainly not a stand-alone,

² The “receiver-decoder circuit” term was construed with respect to U.S. Patent Nos. 9,049,188 and 9,235,700 in *Proxense v. Samsung*, which both derive from continuation applications of the 042 Patent and share the same specification as the Family B patents.

monolithic device that allegedly represents the RDC in total. 042 Patent at 20. Courts routinely hold that “claims generally should not be narrowed to cover only the disclosed embodiments or examples in the specification.” See *Linear Technology Corp. v. International Trade Commission*, 566 F.3d 1049, 1058 (Fed. Cir. 2009). Accordingly, “[e]ven when the specification describes only a single embodiment”—which is not the case, here—“the claims of the patent will not be read restrictively unless the patentee has demonstrated a clear intention to limit the claim scope using words or precision of manifest exclusion or restriction.” *Liebel-Flarsheim Co. v. Medrad, Inc.*, 358 F.3d 898, 906 (Fed. Cir. 2004).

Microsoft also misconstrues the meaning of “direct coupling” in its attempt to limit the construction of “receiver-decoder circuit” to a single entity. Op. Br. at 19-21. Signal line 1104, shown in block diagram of FIG. 11, is described in the specification as a “direct coupling allow[ing] the PDK102a and the RDC204a to communicate control signals and data for various applications.” 042 Patent 13:27-29. But, again, “FIG. 11 is a *block diagram* of one embodiment of a hybrid device.” *Id.*, 2:37-38 (emphasis added). Direct coupling allows the RDC and PDK of the hybrid device to communicate such that the signals are not processed by any intermediary component. Yet, according to Microsoft, if the RDC were a collection of components, “multiple couplings would be needed to connect PDK with RDC” which “would not be direct.” Op. Br. at 20-21. Microsoft’s statement is baseless; it has not provided any reason why the “signal line” cannot be comprised of more than one connection between the RDC and PDK, or why such an arrangement would not still be a “direct coupling.” The opposite is true, the Family B patents contemplate embodiments with “multiple instances” of PDK and RDC functionality within a hybrid device. 042 Pat. 13:22-25; 289 Pat. 13:63-66. (“Those skilled in the art will recognize that in other embodiments, the hybrid device 1102 has multiple instances of PDK functionality or multiple instances of the RDC functionality or multiple instances of both.”).

Additionally, the claims do not limit the coupling between the RDC and PDK to a direct coupling. Rather, claim 10 of the 042 Patent only recites a “first wireless link” between an integrated RDC of a hybrid device and an external PDK. Claims 14 and 16 of the 289 Patent do not even include a PDK. Thus, Microsoft’s argument against Proxense’s construction with respect to the type of coupling is a red herring.

Further, Microsoft’s construction mistakenly requires the RDC to receive encrypted data “from the PDK” in its proposed construction. The claims of the 042 and 289 Patents do not require this limitation. Again, Claims 14 and 16 of the 289 Patent do not even include a PDK. The specification even discloses modes of operation in which the PDK is not utilized. 042 Patent 2:4-8; 289 Patent 2:32-36 (“The hybrid device operates in one of several modes including, PDK only, RDC only, or PDK and RDC. This allows a variety of system configurations for mixed operation including: PDK/RDC, RDC/RDC or PDK/PDK.”). Thus, Microsoft is attempting to improperly limit the scope of the claims by importing limitations that are not required.

In short, Microsoft presents a construction for “receiver-decoder circuit” that presents the same argument (that it is limited to a single device) that this Court previously rejected in *Proxense v. Samsung*. Microsoft, again, does not provide any new credible evidence or argument that could justify disturbing the Court’s previous construction of this term. This Court already concluded that a construction that attempts to limit the RDC to a singular device would be “overly limiting” in view of the multiple examples in the specification that do not require the RDC to be a separate and distinct device. *Proxense v. Samsung*, ECF 149 at 38. Accordingly, Proxense respectfully requests that the Court adopt its prior construction in *Proxense v. Samsung*.

VI. CONCLUSION

For the foregoing reasons, the Court should adopt Proxense’s proposed constructions.

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Respectfully submitted,

By: /s/ David L. Hecht

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CERTIFICATE OF SERVICE

I, David L. Hecht, hereby certify that on November 27, 2023, I served a true and correct copy of the foregoing **PLAINTIFF PROXENSE, LLC's RESPONSIVE CLAIM CONSTRUCTION BRIEF** and ancillary documents attached thereto to counsel of record via ECF.

/s/ David L. Hecht
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