From: Michael Polka <mpolka@reichmanjorgensen.com>
Sent: Monday, July 28, 2025 8:49 PM
To: Lauppe, Patrick W.; Taylor Mauze; Matthew Berkowitz; Joy Wang; Khue Hoang; Patrick Colsher; Roger Townsend; Ann Iarossi; RJ_Malikie_Nintendo; docket@townsendlegal.com
Cc: Mark Walters; z/Nintendo-Malikie
Subject: RE: Malikie, et al. v. Nintendo, et al., No. 2:24-cv-01490-JLR (W.D. Wash.)

Patrick,

As the chain is getting a bit busy, we'll just list the terms still at issue and give Plaintiffs' position:

Pat.	Term	Plaintiffs' Position:
'065	wherein the pilot symbols for the first antenna correspond to a first code and the pilot symbols for the second antenna correspond to a second code	"Space time block code" limits the scope of "code" in a way that is not supported by the specification. A person of skill in the art would have understood "code" to mean any sequence of values—such as relative phases and/or amplitudes. We think the parties are at an impasse on this term.
'065	the receiver further configured to transmit data symbols from the first and second antenna of the OFDM transmitter	Plaintiffs' position is a person of ordinary skill would have understood "transmit" to be a clear error in drafting, and that it was intended to read "receive." Let us know if you agree.
'305	a delay arrangement, arranged such that for each symbol of the M symbol substreams a time of representation of the symbol in the M space-time coded streams is different for each of the M space-time coded streams	Your proposed construction would read out, for example, phase delays. If Defendants maintains their position, then the parties are at an impasse.
'305	delay elements adapted to insert a delay in at least one of the M substreams	Your proposed construction would read out, for example, phase delays. If Defendants maintains their position, then the parties are at an impasse.
'571	list of applications permitted for installation	The "list of applications" is one of two structures that are comprised by the "owner control information." The specification citation in our previous response indicates that the "owner control information source

		234 could be local memory devices, communication modules through which remote memory devices storing owner information and owner control information are accessible, or possibly user interfaces through which owner information and owner control information are entered." 5:37–43. If Defendants maintain that the "list of applications" must be "permitted by the owner," (notwithstanding the inherent vagaries, e.g., allowed through volition, through inaction, through accepting a default, or through *not* objecting) then the parties are at an impasse.
'247	the top end being located adjacent the aperture of the housing	It looks like we agree to the following construction: "the top end <u>of the spring</u> component being located adjacent the aperture of the housing." Please confirm.
'397	charging rate	Your proposed construction inserts the word "expressed." The manner in which the "charging rate" quantity is "expressed" or indeed "measured" is not an element of the claims. Plaintiffs take no position on how an unidentified person would "express[]" or "measure[]" the claimed "charging rate." If Defendants maintain that a combination of dictionary definitions supplant the plain meaning of "charging rate," then the parties are at an impasse. We note that although you separately listed the terms "charging parameter" and "actual charging parameter in your June 16 constructions, and we discussed them on our meet-and-confers, you do not ask any questions about our positions below. Are you withdrawing those proposed constructions?
'571	the plurality of applications to local memory	Plaintiffs' proposed construction clarifies and does not to change the scope of the claim. Let us know if you agree.
'247	"connector," "housing," and "aperture"	Plaintiffs' proposed construction clarifies and does not to change the scope of the claim. Let us know if you agree.
'731	"the memory"	Plaintiffs' proposed construction clarifies and does not to change the scope of the claim. Let us know if you agree.

’065	“an/the OFDM symbol”	Plaintiffs’ proposed construction clarifies and does not to change the scope of the claim. Let us know if you agree.
’305	“mth” and “m-1”	Plaintiffs’ proposed construction clarifies and does not to change the scope of the claim. By its text, the claim is satisfied for *any* value of m from 1 to M. Let us know if you agree.

Regarding indefiniteness, it appears the parties disagree on the necessity of resolving *all* of Defendants’ claims. Understanding that disagreement, your LPR 130(a) Identification of Terms for Construction incorporated by reference your Invalidity Contentions: “To the extent the indefiniteness of a claim term is also to be determined during the claim construction process, Nintendo incorporates by reference the terms identified in Nintendo’s Invalidity Contentions.”

Below, you identify **three** terms you say you intend to argue are indefinite at claim construction. But you omit (by our count) **five** terms you incorporated into your proposed claims for construction. (Notably, you list “the top end being located adjacent the aperture of the housing” (claim 14) / “the housing” (claim 14)—terms for which you tacitly agreed to a construction previously below.) Please confirm your position (one way or the other) with respect to these terms.

We are available for a meet-and-confer on Wednesday 7/30.

Best,
-Michael

From: Lauppe, Patrick W. <plauppe@cooley.com>
Sent: Tuesday, July 22, 2025 8:40 AM
To: Michael Polka <mpolka@reichmanjorgensen.com>; Taylor Mauze <tmauze@reichmanjorgensen.com>; Matthew Berkowitz <mberkowitz@reichmanjorgensen.com>; Joy Wang <ywang@reichmanjorgensen.com>; Khue Hoang <khoang@reichmanjorgensen.com>; Patrick Colsher <pcolsher@reichmanjorgensen.com>; Roger Townsend <rtownsend@bjtlegal.com>; Ann Iarossi <ann@townsendlegal.com>; RJ_Malikie_Nintendo <RJ_Malikie_Nintendo@reichmanjorgensen.com>; docket@townsendlegal.com
Cc: Mark Walters <walters@lowegrahamjones.com>; z/Nintendo-Malikie <znintendomalikie@cooley.com>
Subject: RE: Malikie, et al. v. Nintendo, et al., No. 2:24-cv-01490-JLR (W.D. Wash.)

CAUTION: EXTERNAL SENDER

Thanks, Michael—we’ll file.

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