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14
15 **IN THE UNITED STATES DISTRICT COURT FOR THE**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 SONOS, INC.,
Plaintiff-Counterclaim
18 *Defendant, vs.*

19
20 GOOGLE LLC,
Defendant-Counterclaimant.

CASE NO. 2:20-cv-00169-JAK (DFMx)

**DEFENDANT’S RESPONSIVE
CLAIM CONSTRUCTION BRIEF**

JURY TRIAL DEMANDED

Judge: Hon. John A. Kronstadt

Complaint Filed: Jan. 7, 2020

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1 **A. “user input indicating that a user wishes to set up a playback**
2 **device to operate on the secure WLAN” (’896 patent cls. 1 and 13)**

3 The parties agree that the “user input” limitation requires an “objectively
4 verifiable indication” to avoid indefiniteness. But Sonos never addresses why the
5 “objectively verifiable indication” needs only “indicat[e] that a user wishes to set up
6 a playback device” but not also “that a user wishes to set up a playback device *on the*
7 *same secure WLAN used by the computing device.*” Sonos’s argument misrepresents
8 what transpired in the ITC proceedings, and asks the Court to weigh in on
9 infringement at the claim construction phase.

10 First, Sonos initially did state in its ITC claim construction brief that “the claim
11 language provides an ‘objectively verifiable indication,’ namely, the receipt by the
12 claimed ‘computing device’ of a particular type of ... ‘user input indicating that a user
13 wishes to set up a playback device to operate on the secure WLAN.’” Sonos Br. at 2-
14 3 (quoting Dkt. 144-2 at 30). *See also Sonos, Inc. v. Int’l Trade Comm’n*, 2024 WL
15 1507605, *6 (Fed. Cir. 2024) (“At the Commission, the parties agreed that ‘user input’
16 means ‘an ‘objectively verifiable indication’ of the user’s desire to use the controller’s
17 secure network.’”). But from the start and through this claim construction proceeding,
18 Sonos has sought to undermine this agreement and at various times expressly argued
19 and at other times implied that the “objectively verifiable indication” only applies to
20 the “user input indicating that a user wishes to set up a playback device” portion of
21 the claim language. *See, e.g.*, Dkt. 144-2 at 31(backtracking on agreement in ITC
22 claim construction brief itself); Dkt. 143-3 (refusing to agree to common
23 understanding of what “user input” limitation requires leading up to claim
24 construction briefing here). For the reasons set forth in Google’s brief, Google seeks
25 to clarify that the “objectively verifiable indication” requirement must apply to both
26 parts of the claim language.

27 Second, Sonos’s argument that Google’s construction requires “two separate
28 indications” is a strawman. Sonos Br. at 3-4. A single “objectively verifiable

1 indication” suffices if it “indicat[es] that a user wishes to set up a playback device to
2 operate on the secure WLAN on the same secure WLAN used by the computing
3 device,” as requested by Google. An objectively verifiable indication that only
4 indicates that “a user wishes to set up a playback device,” however, does not satisfy
5 the claim language.

6 Third, Google’s interpretation does not “exclude[] the ... embodiment in the
7 specification where the user “press[es] ‘OK.’” Sonos Br. at 4. As explained in
8 Google’s brief, in the ’896 patent specification, commencing the setup process will
9 always result in setting up the playback device to operate on the same secure WLAN
10 as the computing device (i.e., to use the same network configuration parameters as
11 the computing device) and pressing “OK” thus meets the “user input” limitation.
12 Google Br. at 6. But the same is not necessarily true for every input commencing a
13 setup process. For example, if after pressing “OK,” the user separately has to select
14 among multiple WLANs in a later step, then the first step (pressing “OK”) only
15 specifies that the user “wishes to set up a playback device” but not that the user
16 “wishes to set up a playback device *to operate on the secure WLAN.*” Sonos’s
17 argument that hitting “Yes” in the accused Google Home app necessarily meets the
18 “user input” limitation is improper as that is a factual question of infringement, not a
19 question of claim interpretation. *WhereverTV, Inc. v. Comcast Cable Comm’cns, LLC*,
20 2025 WL 2101946, at *4 (Fed. Cir. July 28, 2025) (“a district court should not
21 construe claims in light of an accused product”).

22 Fourth, Sonos’s addition of its “which” limitation is confusing and
23 unnecessary. As Google’s experts testified, the claimed user input “can take any
24 form.” Sonos Br. at 4-5. However, Sonos’s implies that a selection is *never* needed to
25 meet the “objectively verifiable indication that a user wishes to set up a playback
26 device to operate on the secure WLAN” claim limitation, which goes too far.

27 Finally, Sonos faults Google for trying to help the jury understand the claim
28 language by explaining that “the secure WLAN” in the “user input” limitation refers

1 to “the same secure WLAN used by the computing device.” Sonos Br. at 6. But Sonos
2 does not disagree this is required by the claims. *Id.* (calling Google’s proposal
3 “superfluous”). Sonos’s argument that Google may be “trying to improperly import
4 some other limitation” via the plain English words “used by” has no merit. If the Court
5 prefers, Google does not object to construing the phrase to require “the same secure
6 WLAN on which the computing device operates,” which is synonymous with
7 Google’s proposal. Google only seeks to simplify the claim term for the jury.

8 **B. “The computing device of claim 1 ...” (’883 patent cl. 13)**

9 Sonos cannot establish the recited “the computing device” is a clear typo.

10 First, Sonos’s cited cases are inapplicable. In *Pavo Sols. LLC v. Kingston Tech.*
11 *Co., Inc.*, the claim required the impossible (“pivoting” a product cover “with respect
12 to” components found therein), making the error “evident from the face of the patent.”
13 35 F.4th 1367, 1373-75 (Fed. Cir. 2022). In *Finjan, Inc. v. Cisco Sys. Inc.*, the
14 preamble was internally inconsistent, first referring to “[a] computer program
15 product” and then “the method.” 2019 WL 452038, *4-5 (N.D. Cal. Feb. 5, 2019).
16 Finally, in *Aptiv Techs. Ltd. v. Microchip Tech., Inc.*, the disputed term required
17 connecting a “USB **hub**” to a device to thereby allow “communication between the
18 USB **host** and the ... device.” 2024 WL 3400109, at *3 (D. Del. July 12, 2024). Here,
19 the claim 13 preamble consistently refers to “the computing device.”

20 Second, Sonos’s analysis of the claim language and specification is incorrect.
21 Sonos’s departure from “[c]onventional claim drafting” (Sonos Br. at 7-8)—which is
22 permissible—in claim 13 is not an error but instead “a realistic but perhaps
23 undesirable result.” *Pavo Solutions*, 35 F.4th 1367, 1375 (differentiating *Chef*
24 *America* on that basis). The body of claim 13 requires that “the computing device ...
25 communicat[e] with computing device” (no antecedent basis) and then receive a
26 command from “the computing device”—meaning there is a second “computing
27 device” on the secure WLAN—to form a group and play audio with a “first playback
28 device.” The ’896 patent discloses this as an embodiment, as each playback device

1 (also called “Zone Player” or “ZP” in the specification) is also a “controller 308 or a
2 computing device.” ’883 patent at 9:42-57. As such, the specification describes a
3 “computing device” (which may also be a playback device) that configures other
4 playback devices and engages in synchronized playback with those other playback
5 devices based on commands from another playback device (acting as computing
6 devices). In contrast, Sonos’s reading would require not just replacing the two
7 references to “the computing device” in the preamble with “the playback device”; it
8 would further require rewriting “communicating with computing device” to specify
9 “communicating with *the* computing device.”

10 Finally, Sonos assumes the Examiner mapped claim 13 in a manner that is not
11 reflected in the prosecution history. During prosecution, the Examiner found that Isely
12 can be combined with Ladas to derive the claimed “computing device.” Dkt. 144-10
13 at 17 (“As per claim(s) 13, Ladas in view of Isely discloses substantial features of the
14 invention as above. In particular, Isley discloses the additional recited feature(s) of
15 *the computing device...*, cause *the computing device* to perform functions
16 comprising...”) (emphasis added). The Examiner then cited disclosures from Isely
17 pertaining to its “**User Interface device 130, in combination with the Controller**
18 **125,**” which are directed to “the computing device.” *Id.* (emphasis in original). Thus,
19 the Examiner treated “the computing device” as “the computing device” and used
20 Isely to supplement “the computing device” in Ladas—all consistent with the claim
21 language as written. There is no indication that the Examiner mapped the “computing
22 device” in claim 13’s preamble to Isely’s “audio device,” as Sonos contends.

23 **C. “audio information that is representative of the audio content”**
24 **(’001 patent cls. 12, 23)**

25 Sonos states that “audio information” broadly encompasses any type of “data”
26 or “information in digital form” that is to be played back by a zone player and that
27 “audio content” is any audio or portion of audio that may be represented by “audio
28 information.” Sonos Br. at 9-13. With that understanding, Google no longer alleges

1 these terms are indefinite and agrees that no construction is necessary.

2 **D. “establishing [a/the] short-range signal transmission path” (’790**
3 **patent cls. 1, 9, and 16; ’608 patent cls. 1, 11, 16)**

4 Google’s proposed construction should be adopted because it accurately
5 captures the temporal sequence of the steps required in the claims; that is, the step of
6 “establishing a short-range signal transmission path” occurs before the target device
7 “join[s] the WLAN/communication network.” Google Br. at 13-14.

8 Sonos improperly seeks to rely on claim differentiation to broaden claim 1 to
9 encompass a “short-range signal transmission path” that is based on IEEE 802.11
10 standards. “[C]laim differentiation does not serve to broaden claims beyond their
11 meaning in light of the patent as a whole.” *Poly-America, L.P. v. API Indus., Inc.*, 839
12 F.3d 1131, 1137 (Fed. Cir. 2016). The specification does not disclose a single instance
13 where the “short-range signal transmission path” is based on 802.11 and distinguishes
14 and criticizes the insecurity of the prior art’s use of 802.11 ad hoc networks for
15 commissioning devices. ’790 patent, 4:10-16, 4:61-67, 5:8-25, 6:20-48, 6:55-64; Figs.
16 1-3. “[I]t would be peculiar for the claims to cover prior art that suffers from precisely
17 the same problems that the specification focuses on solving.” *LizardTech, Inc. v.*
18 *Earth Resource Mapping, Inc.*, 424 F.3d 1336, 1343–44 (Fed. Cir. 2005).

19 Further, Sonos ignores that claim 3 depends on claim 2. Claim 2 recites “the
20 communication network comprises a wireless local area network [WLAN] that
21 utilizes IEEE 802.11 communications,” and claim 3 recites “the short-range signal
22 transmission path *is not* a wireless local area network that utilizes protocols based on
23 IEEE 802.11 standards.” The term “comprises” in claim 2 is open ended and thus the
24 “communication network” includes but is not limited to a WLAN that utilizes 802.11
25 standards. The term “is not” in claim 3 confirms the independence of “the short-range
26 signal transmission path” but does not broaden the scope of claim 1.

27 Sonos’s attempt to graft this improper construction from the ’608 patent to the
28 ’790 patent is inapposite. The ’790 patent does not include any claim language

1 equivalent to '608 patent claim 3 and also claims a “wireless local area network
2 (WLAN),” which is narrower than the term “communication network.”

3 Sonos’s citation to *Halliburton Energy Servs., Inc. v. M-I LLC* is inapposite.
4 There, the recitation of specific materials for the term “fragile gel” in the dependent
5 claim did not *narrow* the independent claim to save it from indefiniteness. 514 F.3d
6 1244, 1251 (Fed. Cir. 2008). Here, Sonos points to an additional limitation in claim 3
7 to *broaden* claim 1. Claim differentiation cannot be used to create a reading that is
8 contradictory to the specification. *SeaChange Int’l, Inc. v. C-COR Inc.*, 413 F.3d
9 1361, 1369-70 (Fed. Cir. 2005). Indeed, *Halliburton* only confirms that Sonos’s
10 attempt to use dependent claims to rewrite independent claims is improper.

11 **E. “independently of [a/the] [WLAN / communication network]”**
12 **(’790 patent cls. 1, 9, 16; ’608 patent cls. 1, 11, 16)**

13 Contrary to Sonos’s assertion, the ITC did not find this limitation means “does
14 not depend on the WLAN/communication network.” In the Initial Determination
15 quoted by Sonos, the ALJ was describing generally the type of path that may be
16 independent of a network as applied to a prior art reference’s disclosure. Sonos Br.,
17 Ex. S at 167-169 (discussing the disclosure of the prior art and finding that expert
18 testimony “needs more explanation if it is to be accorded any meaningful weight”).
19 For purposes of claim construction, however, the intrinsic evidence is clear that the
20 claims do not use “ad hoc networks” and that the claimed WLAN network would
21 include an access point, so “independent of the WLAN” would mean that the path
22 does not traverse the access point. *See, e.g.*, Ex. 11, ’790 patent, 4:10-38, 4:61-67,
23 5:8-25, 6:20-48, 6:55-64; Figs. 1-3; *see also LizardTech*, 424 F.3d at 1343-44; *Poly-*
24 *America*, 839 F.3d at 1136. Google’s construction thus does not import limitations. It
25 just explains what the disputed limitation means in light of the intrinsic evidence.

26 **F. “commissioning” / “commissioning process” (’790 patent cls. 1, 9,**
27 **16; ’608 patent cls. 1, 11, 16)**

28 The terms “commissioning” and “commissioning process” are not indefinite.
Those terms have a plain and ordinary meaning: configuring a device to enable it to

1 join a particular wireless network. See '790 pat. at 1:48-53. This is consistent with the
2 asserted claims, which introduce a “commissioning process” that employs
3 “commissioning logic” but then expressly recite the steps involved in and result of
4 this “commissioning”: “to enabl[e] the target device to join the WLAN.” See, e.g.,
5 '790 patent, cls. 1, 9, 16; '608 patent, cls. 1, 11, 16. This is also how Sonos understood
6 the “commissioning” terms when it litigated the same terms in the related '615 patent
7 ITC and IPR proceedings. Dkt. 143-16 at 8 (devices “must be ‘commissioned’ or
8 ‘provided with configuration data to enable them to join’ the network”). Indeed, the
9 Court need not look any further than those prior ITC and IPR proceedings, where
10 Sonos had no difficulty understanding identical claim language even though the '615
11 patent contains identical alleged “lexicography,” to conclude that Sonos cannot meet
12 the “clear and convincing” standard . Google Op. Br. at 17-18.

13 What is more, (i) Sonos’s lexicography arguments do not apply as a matter of
14 law, and (ii) regardless, the portion of the specification on which Sonos relies is
15 consistent with the plain and ordinary meaning of the terms.

16 As an initial matter, the “lexicography” doctrine should not be used in an
17 attempt to inject ambiguity into otherwise definite claim terms. As the Federal Circuit
18 held, “[t]he patentee’s lexicography must ... appear with reasonable clarity,
19 deliberateness, and precision before it can affect the claim.” *Abbott Laboratories v.*
20 *Syntron Bioresearch, Inc.*, 334 F.3d 1343, 1354 (Fed. Cir. 2003). Sonos does not
21 assert that the statement it relies on for lexicography has clarity and precision. Rather,
22 Sonos asserts the definition injects such ambiguity and imprecision that it renders the
23 claim invalid. There is no support for lexicography in such circumstances.¹

24 _____
25 ¹ Sonos’s cases are distinguishable. In *Bombardier Recreational Prods. Inc. v.*
26 *Arctic Cat Inc.*, “neither party challenge[d] the district court’s construction on
27 appeal,” and the Federal Circuit “look[ed] only to the court’s construction to
28 determine claim scope.” 785 F. App’x 858, 862, 867 (Fed. Cir. 2019). Here, Google
does not agree that lexicography applies to add limitations. In *Exeltis USA, Inc. v.*
Lupin Ltd., the district court held that the patentee had defined the term “about” in a

1 Moreover, “to act as its own lexicographer, a patentee must ‘*clearly* set forth a
 2 definition of the disputed claim term.” *IGT v. Bally Gaming Int’l, Inc.*, 659 F.3d
 3 1109, 1118 (Fed. Cir. 2011). Here, it is anything but “clear” that Applicant sought to
 4 define “commissioning” to incorporate the language that Sonos now contends is
 5 indefinite in the context of the claimed invention. The language at issue describes the
 6 term “commissioning” in the context of “system 100” of “FIG. 1 (Prior Art)”—*a prior*
 7 *art system*—not the claimed invention. ’790 patent at Fig. 1. Moreover, the specific
 8 words that Sonos contends render the definition indefinite (emphasized below) are
 9 specific to the discussion of the prior art system and absent from (but consistent with)
 10 the explanation found earlier in Google’s patents, which describe the term more
 11 generally rather than specifically in the context of the prior art, confirming those
 12 words are not intended to define the claim language:

’790 pat. at 4:55-60 (cited by Sonos)	’790 pat. at 1:48-53 (ignored by Sonos ²)
For purposes of the present disclosure, “commissioning” is construed to mean configuration of the other device 107 and the system 100 as a whole such that the other device 107 is enabled to function properly over the WLAN 104 including, if required , access to the Internet 102.	[T]hey must be “commissioned” onto a desired network. That is, the particular devices must be provided with configuration data to enable them to join the desired wireless network so that they can function according to specification by utilizing the communication properties of the network.

19 But even if the Court finds lexicography based on Sonos’s cited discussion
 20 from ’790 patent at 4:55-60, Sonos’s proposed construction does not render the claim
 21 indefinite. First, the sentence cited by Sonos describes what it means to “commission”
 22 “the other device 107 and the system 100.” In contrast, the claims are directed to
 23 “commissioning a target device.” Thus, read in the context of the claim language,
 24

25 way that was inconsistent with the ordinary meaning to “cover an unbounded
 26 range,” which rendered the claim indefinite. No. CV 22-434-RGA, 2023 WL
 27 2306736, at *6 (D. Del. Mar. 1, 2023). Here, the specification’s explanation of
 28 “commissioning” is consistent with its plain meaning and not “unbounded.” *See id.*
² In contrast, this was the definition cited by Sonos in its IPR against the related
 ’615 patent. Dkt. 143-16 at 8.

1 Sonos’s cited sentence explains that “‘commissioning’ is construed to mean
2 configuration of [a target device] such that the [target device] is enabled to function
3 properly over the WLAN.” Second, Sonos’s complaint about “function properly over
4 the WLAN” fails as the claims themselves already explain this just requires
5 “enabl[ing] the target device to join the WLAN.” *See, e.g.*, ’790 patent, cls. 1, 9, 16;
6 ’608 patent, cls. 1, 11, 16. Third, Sonos’s complaint that the “if required, access to the
7 Internet” language is ambiguous fails as the claim language defines what is required
8 for “commissioning” and granting access to the Internet is not among the limitations
9 required by those claims. *Id.* Instead, consistent with the express language of the
10 claims, the explanation in both ’790 patent at 1:48-53 and 4:55-60, and Sonos’s IPR
11 arguments, “commissioning” a “target device” in the context of the claims has its
12 plain meaning: configuring the target device to join the WLAN.

13 **G. “executing an application on the target device to decode and**
14 **process by the commissioning logic” (’790 patent cls. 1, 16)**

15 Sonos argues that this claim is indefinite because “the claim could be read in at
16 least three ways.” Sonos “cannot establish indefiniteness by merely identify[ing]
17 different ways one could interpret the ... limitation. Such a test would render nearly
18 every claim term indefinite so long as a party could manufacture a plausible
19 construction.” *Neonode Smartphone LLC v. Samsung Elecs. Co.*, No. 2023-2304,
20 2024 WL 3873566, at *4 (Fed. Cir. Aug. 20, 2024) (internal quotation and citation
21 omitted). The specification explains that “commissioning logic” may include
22 “program instructions that direct the microcontroller 501 to decode and process the
23 WLAN configuration packets.” ’790 patent, 10:6-9. Intrinsic records indicate that the
24 “commissioning logic” is part of or called by the claimed “application.” Google
25 Opening Br. at 20. Thus, as part of “executing an application,” the “commissioning
26 logic” causes a microprocessor “to decode and process ... the one or more WLAN
27 configuration packets and recover the WLAN configuration data.”
28

1 **H. “the transducer” (’790 patent cl. 9)**

2 Sonos argues that “the transducer” is indefinite because this term could mean
3 (1) “a transducer,” (2) “the first wireless radio,” (3) “the microprocessor,” or (4) “the
4 memory storing programs.” Br. at 20-23. The evidence is clear that “the transducer”
5 is just a “transducer”—i.e., Sonos’s option (1).

6 The term “the transducer” of claim 9 is undisputedly the only reference to any
7 “transducer” in that claim. There is no ambiguity whether “the transducer” refers to
8 the same or a different previously mentioned “transducer.” As Sonos concedes, “the
9 specification repeatedly describes a transducer coupled to commissioning logic.”
10 Sonos Br at 21. Thus, lack of antecedent basis does not render claim 9 indefinite. *See*
11 *Energizer Holdings, Inc. v. International Trade Commission*, 435 F.3d 1366, 1370
12 (Fed. Cir. 2006) (“When the meaning of the claim would reasonably be understood
13 by persons of ordinary skill when read in light of the specification, the claim is not
14 subject to invalidity ... of ‘antecedent basis.’”). Sonos’s case, *RetailMeNot, Inc. v.*
15 *Honey Sci. Corp.* is inapposite, as the term “the server” in that case could have referred
16 to any one of multiple different “servers” required by the claim, and it was thus
17 unclear which of these multiple different “servers” the term was directed to. 2019 WL
18 6337719, at *22 (D. Del. Nov. 27, 2019). Here, there is just one “transducer.”

19 The other “possibilities” cited by Sonos are not reasonable. Sonos’s reliance on
20 the prosecution history for its proposal to replace “transducer” with “first wireless
21 radio” (Sonos Br. at 21-22) fails as it only shows the Applicant intentionally added
22 “wireless radio” to some limitations but kept the “transducer” in others. Dkt. 144-21
23 at 6. This does not warrant Sonos’s rewriting of the claim language to inject ambiguity
24 where there is none. Sonos’s other proposals fare even worse, as Sonos just points to
25 other system components the Applicant could have claimed but chose not to. Sonos
26 Br. at 22-23. Ultimately, there is no basis to depart from the claim’s plain meaning,
27 where “the transducer” is just a “transducer”—not a “wireless radio,”
28 “microprocessor,” or “memory,” as Sonos posits.

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CERTIFICATE OF SERVICE

I, Ognjen Zivojnovic, certify that pursuant to Local Rule 5-3, counsel of record who have consented to electronic service are being served on November 24, 2025 with copies of the attached document(s) via the Court’s CM/ECF system, which will send notification of such filing to counsel of record.

DATED: November 24, 2025

Respectfully submitted,

By: /s/ Ognjen Zivojnovic

Ognjen Zivojnovic (SBN 307801)

QUINN EMANUEL URQUHART & SULLIVAN, LLP