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**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

UNILOC USA, INC., et al.,
 Plaintiffs,
 v.
 APPLE INC.,
 Defendant.

Case Nos. 3:18-cv-00365-WHA

**DEFENDANT APPLE INC.'S CLAIM
CONSTRUCTION BRIEF FOR CLAIM 9 OF U.S.
PATENT NO. 6,216,158**

JUDGE: Hon. William Alsup

Accompanying Papers: Declaration of Michael T. Pieja
in Support; Exhibits

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1 Under paragraph 4 of the Court’s May 1, 2018, Case Management Order, Uniloc selected
2 claim 9 of the U.S. Patent No. 6,126,158 (“the ‘158 Patent”) to include in the Court’s early summary
3 judgment procedure. Pursuant to paragraph 22 of the Court’s Case Management Order, and the
4 Court’s July 14, 2018, Order endorsing the parties’ scheduling stipulation, Defendant Apple Inc.
5 (“Apple”) hereby respectfully submits its brief regarding the claim construction issues pertaining to
6 that claim. Pursuant to the July 14 Order, the parties will be submitting separate briefs regarding
7 Apple’s chosen claim (claim 21 of U.S. Patent No. 6,446,127), with Uniloc filing the opening brief
8 on that claim.

9 I. INTRODUCTION

10 U.S. Patent No. 6,216,158 describes a supposed improvement to 1990s-era Palm Pilots and
11 PDAs. According to the patent, these devices’ limited physical capabilities prevented them from
12 running many useful applications. Drawing heavily on pre-existing technology, the ‘158 Patent
13 proposes addressing this “problem” by putting applications, and other services like printers, on a
14 network. The patent then describes a way for a PDA or other palm-sized device to look up the
15 services in a directory and control them over the network.

16 This description of the patent’s alleged invention permeates the patent’s claims, specification,
17 and prosecution history. Apple’s proposed constructions faithfully track this intrinsic evidence,
18 following the Federal Circuit’s admonition that “the construction that stays true to the claim language
19 and most naturally aligns with the patent’s description of the invention will be, in the end, the correct
20 construction.” *Trustees of Columbia Univ. v. Symantec Corp.*, 811 F.3d 1359, 1366 (Fed. Cir. 2016)
21 (quotation omitted). Uniloc’s proposed constructions, in contrast, stray far from the intrinsic evidence
22 in an effort to fabricate infringement reads on Apple’s products. And Uniloc’s constructions create
23 more issues than they solve. For one term, Uniloc proposes “ordinary meaning” without saying what
24 that meaning is or addressing the parties’ dispute. For another, Uniloc offers a construction that
25 makes infringement dependent on the subjective intent of a device’s user.

26 Further, and even absent Uniloc’s constructions, claim 9 contains an unresolvable ambiguity.
27 The claim is a method claim. In the middle of the claim, however, is a structural element that has no
28 link to the rest of the claim and that attempts to refer back to an element that is not present. Nothing

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