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1 WEDNESDAY, JULY 9, 2014; 1:05 P.M.

2 LOS ANGELES, CALIFORNIA

3 -oOo-

4 THE COURTROOM DEPUTY: Calling Item No. 1,  
5 CV 13-7245 MRP, The California Institute of Technology versus  
6 Hughes Communications, Inc., et al.

7 Counsel, please state your appearances.

8 MR. ASPERGER: Good afternoon, Your Honor. Jim  
9 Asperger appearing on behalf of CalTech. With us from CalTech  
10 are Jennifer Lum, Chantal D'Apuzzo, Hannah Dvorak-Carbone, and  
11 Jennifer Shockro.

12 THE COURT: Fine. I say welcome to them all.

13 MR. JOHNSON: Good afternoon, Your Honor. Kevin  
14 Johnson on behalf of CalTech.

15 MR. DeFRANCO: And, Your Honor, Ed DeFranco also on  
16 behalf of CalTech.

17 MR. TUNG: Mark Tung on behalf of CalTech.

18 MR. HUANG: Eric Huang on behalf of CalTech.

19 THE COURT: All right.

20 MR. LEE: Good afternoon, Your Honor. Bill Lee from  
21 Wilmer Hale with Aaron Thompson and Richard Goldenberg and Jim  
22 Dowd for Hughes. And with us are Dean Manson and Kim Jessett  
23 from Hughes.

24 THE COURT: All right. Please.

25 That was -- that was very helpful yesterday.

1 MR. JOHNSON: Thank you, Your Honor. Again, Kevin  
2 Johnson. And we plan on starting, as we discussed yesterday,  
3 with -- by going back and forth and starting with the "repeat"  
4 term. And I'm going to begin by addressing Your Honor's  
5 question. And just so -- so we're all on the same page, of  
6 course there are -- and we've handed out slides, Your Honor,  
7 to -- to Your Honor as well as to the clerk and to the court  
8 reporter.

9 THE COURT: All right.

10 MR. JOHNSON: So there are four CalTech patents  
11 involved in this lawsuit. And I'm at Slide 2. And there are  
12 six terms that are the subject of discussion for today. And  
13 I'm going to start with the "repeating" term. And I'm going to  
14 answer Your Honor's question first, and then I'll discuss the  
15 competing constructions and the intrinsic evidence with respect  
16 to the "repeating" term.

17 And, Your Honor, from the CalTech's side, the idea is that  
18 I will deal with the "repeat" term, the "transmission" term,  
19 and the "codeword" terms. And then my partner Mr. DeFranco  
20 will deal with the balance of the terms.

21 THE COURT: The indefiniteness.

22 MR. JOHNSON: That's right. The Tanner graph, the  
23 equation, and "combined."

24 THE COURT: That's fine.

25 MR. JOHNSON: So, Your Honor, the Court posed the

1 following question at Slide 5. "If the term 'repeat' were  
2 construed to require duplication of bits, would this  
3 construction necessarily exclude from the scope of the claims  
4 the LDGM embodiment described in column 3, lines 51 to 59, of  
5 U.S. Patent No. 7,116,710?"

6 THE COURT: I raised this, frankly, yesterday.

7 MR. JOHNSON: Right. Right. And the answer is that  
8 assuming that "duplication" means "re-use," the LDGM embodiment  
9 is not excluded. It would be covered by the definition of  
10 "repeating."

11 THE COURT: I know that.

12 MR. JOHNSON: However, if -- if Hughes contends that  
13 "duplication" means something other than "re-use," if it means  
14 copying bits, it's still going to be a disputed issue as to  
15 whether the LDGM is covered or not. And let me explain why.

16 THE COURT: I said to you yesterday, you want to  
17 include in the meaning of the term that alternate embodiment.

18 MR. JOHNSON: That's correct, Your Honor.

19 THE COURT: Yes.

20 MR. JOHNSON: And that's because a person skilled in  
21 the art reading the patent and the specification and the claims  
22 would understand that the term "repeat" has to cover everything  
23 that -- all of the embodiments that's disclosed in the patent.

24 THE COURT: Quite so.

25 MR. JOHNSON: And so it has to disclose and has to

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