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7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 SIGNAL IP, INC., a California  
11 corporation,

12 Plaintiff,

13 vs.

14 AMERICAN HONDA MOTOR CO.,  
INC., a California corporation;  
15 HONDA OF AMERICA MRG, INC.,  
an Ohio corporation,

16 Defendant.

Case No. 2:14-cv-02454-JAK (JEMx)  
(Related to 2:14-cv-02962-JAK  
(JEMx); SA CV14-00497-JAK (JEMx);  
8:14-cv-00491-JAK (JEMx); 2:14-cv-  
02963 JAK (JEMx); 2:14-cv-02457-  
JAK (JEMx); 2:14-cv-03106-JAK  
(JEMx); 2:14-cv-03111-JAK (JEMx);  
LA CV14-03109 JAK (JEMx); 2:14-cv-  
03105-JAK (JEMx); 2:14-cv-03107-  
JAK (JEMx); 2:14-cv-03113-JAK  
(JEMx); 2:14-cv-03108-JAK (JEMx);  
2:14-cv-03114-JAK (JEMx))

**JOINT CLAIM CONSTRUCTION  
AND PREHEARING STATEMENT**

17  
18 AND RELATED CASES

*Markman* Hearing: March 16, 2015  
Time: 10:00 a.m.  
Crtrm.: 750

The Hon. John A. Kronstadt

Trial Date: TBD

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1 Pursuant to Standing Patent Rule (“S.P.R.”) 3.4 and the Court’s Minute Order  
2 of September 15, 2014 (Dkt. 38 in Case No. 2:14-cv-02454) (“Minute Order”)  
3 Plaintiff Signal IP, Inc. (“Signal”) and Defendants American Honda Motor Co. and  
4 Honda of America Mfg., Inc. (collectively “Honda”), Nissan North America, Inc.  
5 (“Nissan”), Mitsubishi Motors North America, Inc. (“Mitsubishi”), Mazda Motor of  
6 America, Inc. (“Mazda”), Subaru of America, Inc. (“Subaru”), Kia Motors America,  
7 Inc. (“KMA”), BMW of North America, LLC (“BMWNA”), Volvo Cars of North  
8 America, LLC (“Volvo”), Mercedes-Benz USA LLC (“MBUSA”), Volkswagen  
9 Group of America (“VWGoA”) and Bentley Motors, Inc. (“Bentley”), Jaguar Land  
10 Rover North America, LLC (“JLRNA”), and Porsche Cars North America, Inc.  
11 (“PCNA”) (collectively, “Defendants”) hereby submit their Joint Claim  
12 Construction and Prehearing Statement for U.S. Pat. Nos. 5,714,927 (“the ‘927  
13 Patent”), 5,732,375 (“the ‘375 Patent”), 6,434,486 (“the ‘486 Patent”), 6,775,601  
14 (“the ‘601 Patent”), 6,012,007 (“the ‘007 Patent”), 5,463,374 (“the ‘374 Patent”),  
15 and 5,954,775 (“the ‘775 Patent”) (Collectively “Patents-in-Suit” or “Asserted  
16 Patents”).

17 **I. CONSTRUCTION OF TERMS UPON WHICH PARTIES AGREE<sup>1</sup>**

18 The below chart reflects the constructions agreed to between Signal and the  
19 Defendants accused of infringing the patents and claims noted in the first column of  
20 the chart. Defendants take no position on (and do not agree to any construction for)  
21 claims that are not asserted in their particular cases.  
22

23 <sup>1</sup> Defendants VWGoA and Bentley take no position on the constructions offered in  
24 this Section I. VWGoA and Bentley contend only that certain terms in the asserted  
25 patents are indefinite, as set forth in Section II below. VWGoA and Bentley further  
26 contend that the other terms in the patents asserted against them require no  
27 construction other than “plain and ordinary meaning.” Rather than repeat the phrase  
28 “plain and ordinary meaning” in each section below, VWGoA and Bentley simply  
note their position here. VWGoA and Bentley reserve the right to contend that any  
specific construction proposed below by any party is incorrect.

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1	<b>Terms (&amp; Claims)</b>	<b>Agreed Construction</b>
2 3	“blind spot” (‘927 Patent, Claim 1)	<b>An area on a side or on a side and to the rear of the host vehicle not visible to the driver through the mirrors</b>
4 5	“relative vehicle speed” (‘927 Patent, Claim 1)	<b>Speed in relation to another vehicle.</b>
6 7	“alert signal” (‘927 Patent, Claim 1)	<b>A signal for alerting the driver</b>
8 9 10 11	“detecting target vehicle presence and producing an alert command” (‘927 Patent, Claim 1)	<b>Detecting that the target vehicle is present at least partially in the blind spot and producing an alert command</b>
12 13 14	“total threshold force” (‘375 Patent, Claim 1)	<b>A minimum force that allows airbag deployment based on the total force sensed by the entire sensor array</b>
15 16 17	“providing an alarm” (‘486 Patent, Claims 21 & 28)	<b>Providing a warning for the driver</b>
18 19 20	“traction motor” (‘601 Patent, Claims 8, 10-11, 15, 17)	<b>An electric motor used to propel a vehicle<sup>2</sup></b>
21 22	“force” (‘375 Patent, claim 1)	<b>Pressure that is indicative of weight</b>
23 24	“vehicle torque demand” (‘601 Patent, claim 8)	<b>Torque requested by the driver</b>
25 26	“means for storing identification codes from the	<b><u>Function:</u></b>

27 <sup>2</sup> BMWNA agrees to the construction of “traction motor,” but takes no position on  
 28 the constructions of the terms agreed upon by Signal and the other defendants.

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1	<b>Terms (&amp; Claims)</b>	<b>Agreed Construction</b>
2	transmitted sign up messages	<b>“storing identification codes from the transmitted sign-up messages for comparison with subsequently transmitted data messages to differentiate data transmitted from various tire locations”</b>  <u>Structure:</u>  <b>the processor 24 and its associated non-volatile memory.</b>
3	for comparison with	
4	subsequently transmitted data messages to differentiate data transmitted from various tire locations”	
5	(‘374 Patent, Claim 3)	
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9	“yaw rate sensor”	<b>Sensor that measures a vehicle’s deviation from a straight course</b>
10	(’486 Patent, Claims 27, 34)	

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**II. PROPOSED CONSTRUCTION OF EACH DISPUTED CLAIM TERM AND IDENTIFICATION OF SUPPORTING EVIDENCE**

**A. ‘927 Patent**

The ‘927 Patent is asserted in these actions against defendants Honda, KMA, Mazda, Nissan, Volvo, JLRNA, MBUSA, BMWNA, VWGoA, and PCNA.

	Terms & Claims	Plaintiff’s Position	Defendants’ Position
1	“In a radar system wherein a host vehicle uses radar to detect a target vehicle in a blind spot of the host vehicle driver, a method of improving the perceived zone of coverage response of automotive radar comprising the steps of”	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  <b>The preamble is limiting.</b>  <u>Evidence:</u> ‘927 Patent, Abstract; Figs. 1 and 3-7;	<u>KMA, Mazda, Nissan, Volvo, JLRNA, MBUSA, PCNA, BMWNA:</u> The preamble is limiting.  <u>Honda:</u> Preamble does not limit claim to radar.  Field of the Invention; Abstract; Figs. 3d, 4, cols. 2:28-32; 2:62-65; 3:52 – 4:21; 4:35:44; claim 1.

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Terms & Claims	Plaintiff’s Position	Defendants’ Position
(Claim 1)	<p>1:23-27, 31-39, 45-67; 2:1-6, 15-34, 41-59, 62-65; 3:2-13, 41-51, 57-4:21; 4:22-49; 4:56-61; 5:1-25, Claims.</p> <p>Prosecution history of the ‘927 Patent, e.g. at Notice of Allowance (SIG00001331 – SIG00001333), e.g. p. 6.</p> <p>Dictionary definitions of Blind Spot, SIG000001704.</p> <p>Dictionary definitions of Radar, SIG000001710.</p>	
<p>2. “variable sustain time”  (Claims 1 and 2)</p>	<p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p><b>A variable period of time for which the alert signal persists</b></p> <p><u>Evidence</u>: ‘927 Patent, Abstract; Figs. 1 and 3-7; 1:23-27, 31-39, 45-67; 2:1-6, 15-34, 41-59, 62-65; 3:2-13, 41-51, 57-4:21; 4:22-49; 4:56-61; 5:1-25, Claims.</p>	<p><u>Honda, JLRNA, KMA Mazda, MBUSA, Nissan, PCNA, Volvo</u>: “a variable period of time for which the alert signal persists after a target vehicle is no longer detected”</p> <p>Additional clarifying statement: The ‘927 Patent distinguishes “variable sustain time” from a separate concept of “hold” time. A “hold” time is the minimum time for which the signal persists after a target vehicle is no longer detected. The “variable sustain time” is used when the alert signal time has been equal to or greater than the threshold time. The minimal “hold” time is</p>

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	Terms & Claims	Plaintiff's Position	Defendants' Position
		Prosecution history of the '927 Patent, e.g. at Notice of Allowance (SIG00001331 – SIG00001333), e.g. p. 6.	used when the alert signal time is less than the threshold time.  Abstract; Figs. 2, 3a-3d, 4, 5, 7; cols. 1:45-55; 2:1-6; 2:15-34; 3:52 – 4:44, 5:1-16; claims 1, 7-12.  File History: Notice of Allowance at 2.  Deposition Transcript of Dr. Petros Ioannou (Rough). <i>See, e.g.</i> , 41:7-11, 45:17-22, 47:6-14, 49:2-50:19, 88:22-94:14.  IBM Dictionary of Computing, p. 728 (1994) (“variable . . . (9) Contrast with constant.”); The IEEE Standard Dictionary of Electrical and Electronics Terms, p. 1174 (6th Ed. 1996) (“variable . . . (3) A quantity or data item whose value can change . . . Contrast: constant.”); American Heritage Dictionary ((variable): 1b. Inconstant; 3. Mathematics Having no fixed quantitative value); Oxford Dictionary ((variable): Not consistent); Collins Dictionary ((variable): “1. Liable to or capable of change; 2. Lacking constancy; 3. Having a

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	Terms & Claims	Plaintiff's Position	Defendants' Position
			<p>range of possible values; 6. (of an electrical component or device) designed so that a characteristic property, such as resistance, can be varied”); Cambridge Dictionary ((variable): “likely to change, or showing change or difference as a characteristic”); Oxford Amer. Eng. Dictionary ((sustain): “cause to continue or be prolonged for an extended period or without interruption”); American Heritage Dictionary ((sustain): “to keep in existence; maintain, continue, or prolong”) Collins Dictionary ((sustain): “to maintain or prolong”); Cambridge Amer. Dictionary ((sustain): “to cause or allow something to continue for a period of time”).</p> <p>Deposition Transcript of Dr. Petros Ioannou (Rough), 39:19-42:24; 49:7-50:19; 81:16-84:18.</p> <p><u>BMWNA</u>: “the length of time for which an alert is sustained once the alert lasts longer than a threshold time. The length of the sustain time varies with the</p>



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	Terms & Claims	Plaintiff's Position	Defendants' Position
			relative speed between the host and target vehicles”  Claims 1, 2 Abstract Figs. 3a-3d, 4, 5 Col. 2, ll. 15-34 Col. 4, ll. 4-21, 32-49 Col. 5, ll. 1-44  Expert Deposition Transcript of Dr. Petros Ioannou (Rough), 25:10-94:12.
3.	“wherein the zone of coverage appears to increase according to the variable sustain time”  (Claim 1)	<p><b>Not indefinite.</b></p> <p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p><b>Wherein the zone of coverage as perceived by the vehicle driver appears to increase according to a variable sustain time.</b></p> <p><u>Evidence:</u> ‘927 Patent, Abstract; Figs. 1 and 3-7; 1:23-27, 31-39, 45-67; 2:1-6, 15-34, 41-59, 62-65; 3:2-13, 41-51, 57-4:21; 4:22-49; 4:56-61; 5:1-25,</p>	<p><u>Honda, Mazda, Nissan, Volvo, JLRNA, MBUSA, PCNA:</u> Indefinite under § 112, paragraph 2.</p> <p>Expert Declaration of Azim Eskandarian, D.Sc.                      Cols. 2:32-34; 4:4-7; 4:8-21; 5:17-25.</p> <p>Declaration of Dr. Petros Ioannou; Deposition Transcript of Dr. Petros Ioannou (Rough), 25:10-94:12</p> <p><u>Honda:</u> Alternatively, “wherein the alert signal remains active when a target vehicle is beyond the range that the object detection system can detect”</p>

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	Terms & Claims	Plaintiff’s Position	Defendants’ Position
		<p>Claims.</p> <p>Prosecution history of the ‘927 Patent, e.g. at Notice of Allowance (SIG00001331 – SIG00001333), e.g. p. 6.</p> <p>Expert Declaration of Dr. Petros Ioannou, e.g. at ¶¶ 20-25; Eskandarian Decl., ¶ 25; ‘927 Patent, 2:32-34, 4:4-7.</p> <p>Expert Deposition Transcript of Dr. Petros Ioannou (Rough), 25:10-94:12.</p>	<p>Cols. 4:18-20; Fig. 4. <i>See generally</i> Declaration and Deposition Transcript of Dr. Petros Ioannou (Rough).</p> <p><u>VWGoA/Bentley:</u>  <b>Indefinite</b></p> <p>The claim term fails to inform those skilled in the art of the scope of the claimed invention with reasonable certainty. There is an absence of any intrinsic evidence that would support construction of this term.</p> <p>For example, the term as used in claim 1 is inherently subjective, and depends on the perception of the user. The patent fails to define when or how the claimed zone of coverage “appears to increase according to the variable sustain time.”</p>
4.	“a threshold time”  (Claim 1)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:	<p><u>JLRNA and Mazda:</u></p> <p>“amount of time that must be exceeded or equaled to trigger the variable sustain time”</p> <p>Abstract; Figs. 5, 6; cols. 2:15-34, 4:22-64; 5:1-16; claims 7-12.</p>

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	Terms & Claims	Plaintiff's Position	Defendants' Position
		<p><b>Amount of time that must be exceeded or equaled</b></p> <p><u>Evidence</u>: '927 Patent, Abstract; Figs. 1 and 3-7; 1:23-27, 31-39, 45-67; 2:1-6, 15-34, 41-59, 62-65; 3:2-13, 41-51, 57-4:21; 4:22-49; 4:56-61; 5:1-25, Claims.</p> <p>Prosecution history of the '927 Patent, e.g. at Notice of Allowance (SIG00001331 – SIG00001333), e.g. p. 6.</p> <p>Dictionary definitions of Threshold, SIG000001712.</p>	<p>File History: Notice of Allowance at 2.</p> <p>Deposition Transcript of Dr. Petros Ioannou (Rough). <i>See, e.g.</i>, 88:22-94:14.</p> <p>Oxford Dictionary ((threshold): "2. The magnitude or intensity that must be exceeded for a certain reaction, phenomenon, result, or condition to occur or be manifested"); American Heritage Dictionary ((threshold): "4. The point that must be exceeded to begin producing a given effect or result or to elicit a response."); Collins English Dictionary ((threshold): "5. a level or point at which something would happen, would cease to happen, or would take effect, become true, etc.; 6. The minimum intensity or value of a signal, etc., that will produce a response or specified effect"); MacMillan Dictionary ((threshold): "1. A limit at which an arrangement changes. For example a tax threshold is the level of income or profit at which you start to pay a tax; 1.a. a level at which something</p>

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	Terms & Claims	Plaintiff's Position	Defendants' Position
			happens. For example, you hearing threshold is the level of sound that you can hear, and you pain threshold is the level of pain that you can feel without suffering or complaining"); Merriam-Webster Dictionary ((threshold): "a level, point, or value above which something is true or will take place and below which it is not or will not")
5.	"improving the perceived zone of coverage"  (Claim 1)	<p><b>Not indefinite.</b></p> <p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p><b>Improving the perceived zone of coverage, compared to an interrupted signal.</b></p> <p><u>Evidence:</u> '927 Patent, Abstract; Figs. 1 and 3-7; 1:23-27, 31-39, 45-67; 2:1-6, 15-34, 41-59, 62-65; 3:2-13, 41-51, 57-4:21; 4:22-49; 4:56-61; 5:1-25,</p>	<p><u>Honda, Mazda, Nissan, Volvo, JLRNA, MBUSA, PCNA:</u></p> <p>Indefinite under § 112, paragraph 2.</p> <p>Expert Declaration of Azim Eskandarian, D.Sc.</p> <p>Cols. 2:32-34; 4:4-7; 4:8-21; 5:17-25.</p> <p>Declaration of Dr. Petros Ioannou; Deposition Transcript of Dr. Petros Ioannou (Rough). <i>See, e.g.</i>, 25:10-94:12</p> <p><u>VWGoA/Bentley:</u>  <b>Indefinite</b></p> <p>The claim term fails to inform those skilled in the art of the scope of the claimed invention with</p>

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	Terms & Claims	Plaintiff's Position	Defendants' Position
		<p>Claims.</p> <p>Prosecution history of the '927 Patent, e.g. at Notice of Allowance (SIG00001331 – SIG00001333), e.g. p. 6.</p> <p>Expert Declaration of Dr. Petros Ioannou, e.g. at ¶¶ 20-25; '927 Patent, Fig. 3c, 3d, 3:52-4:7.</p> <p>Expert Deposition Transcript of Dr. Petros Ioannou (Rough), 25:10-94:12.</p>	<p>reasonable certainty. There is an absence of any intrinsic evidence that would support construction of this term.</p> <p>For example, the term as used in claim 1 is inherently subjective, and depends on the perception of the user. The patent fails to define when or how the claimed “perceived” zone of coverage is improved.</p>

**B. '375 Patent**

The '375 Patent is asserted in these actions against defendants Honda, KMA, Mazda, Mitsubishi, Nissan, BMWNA, and VWGoA.

	Terms & Claims	Plaintiff's Position	Defendants' Position
6.	<p>“force distribution”</p> <p>(Claim 1)</p>	<p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p>A distribution of force or pressure on the seat</p> <p>Evidence: '375 Patent, Abstract; Figs. 2-9; 1:44-2:21, 63-3:10; 3:21-47; 3:51-4:17; 4:18-29, 30-5:37, Claims. Prosecution history of the '375 Patent, e.g. at First Office</p>	<p><u>Honda, Mazda, Mitsubishi, Nissan:</u></p> <p>“a pattern of pressure distribution measured by sampling a plurality of seat sensors”</p> <p>Cols. 1:59-2:3; Abstract.</p>

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	Terms & Claims	Plaintiff's Position	Defendants' Position
		Action (SIG00000492 – SIG00000499), e.g. p. 40; Response (SIG00000695 – SIG00000712), e.g. p. 25; Response (SIG00000695 – SIG00000712), e.g. p. 26; Response (SIG00000695 – SIG00000712), e.g. p. 27; Notice of Allowability (SIG00000723), e.g. p. 10; Reasons for Allowance (SIG00000724 – SIG00000727), e.g. p. 6.	
7.	“on the passenger seat”  (Claim 1)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  Located such that weight on the passenger seat can be detected. Evidence: ‘375 Patent, Abstract; Figs. 2-9; 1:44-2:21, 63-3:10; 3:21-47; 3:51-4:17; 4:18-29, 30-5:37, Claims. ‘007 Patent, 1:39-43. ‘007 Patent, 1:31-42, citing U.S. Pat. No. 5,474,327; U.S. Pat. No. 5,474,327, 4:37-5:3. Prosecution history of the ‘375 Patent, e.g. at First Office Action (SIG00000492 – SIG00000499), e.g. p. 40; Response (SIG00000695 – SIG00000712), e.g. p. 25; Response (SIG00000695 – SIG00000712), e.g. p. 26; Response (SIG00000695 – SIG00000712), e.g. p. 27; Notice of Allowability (SIG00000723), e.g. p. 10; Reasons for Allowance (SIG00000724 – SIG00000727), e.g. p. 6.	<u>Honda, KMA, Mazda, Mitsubishi, Nissan:</u>  “on the top surface of the seat, just under the seat cover”  Abstract; Fig. 2; cols. 1:59-61; 2:4-6; 2:8; 3:21-32; 4:65-5:8; 5:31-33.  ‘007 patent, col. 1:31-45.

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	<b>Terms &amp; Claims</b>	<b>Plaintiff's Position</b>	<b>Defendants' Position</b>
8.	"seat area"  (Claim 1)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  Area of the seat. Evidence: '375 Patent, Abstract; Figs. 2-9; 1:44-2:21, 63-3:10; 3:21-47; 3:51-4:17; 4:18-29, 30-5:37, Claims. Prosecution history of the '375 Patent, e.g. at First Office Action (SIG00000492 – SIG00000499), e.g. p. 40; Response (SIG00000695 – SIG00000712), e.g. p. 25; Response (SIG00000695 – SIG00000712), e.g. p. 26; Response (SIG00000695 – SIG00000712), e.g. p. 27; Notice of Allowability (SIG00000723), e.g. p. 10; Reasons for Allowance (SIG00000724 – SIG00000727), e.g. p. 6. '007 Patent, 1:39-43. '007 Patent, 1:31-42, citing U.S. Pat. No. 5,474,327; U.S. Pat. No. 5,474,327, 4:37-5:3.	<u>Honda, KMA, Mazda, Mitsubishi, Nissan:</u>  "area of the bottom seat cushion"  Abstract; Figs. 2, 4, 7, 8; cols. 1:59 – 2:3; 2:12-21; 3:21-32; 3:48-67; 4:17-5:33; Mar. 27, 1997 Examiner Office Action; July 3, 1997 Applicant Amendment and Response; Sept. 10, 1997 Notice of Allowance; U.S. Patent No. 5,474,327; U.S. Patent No. 6,012,007.
9.	"sensor array"/ "array of force sensors"  (Claim 1)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  Ordered grouping of [force] sensors. Evidence: '375 Patent, Abstract; Figs. 2-9; 1:44-2:21, 63-3:10; 3:21-47; 3:51-4:17;	<u>Honda, KMA, Mazda, Mitsubishi, Nissan:</u>  "an ordered or symmetrical grouping of [force] sensors arranged in rows and columns"  Abstract; Figs. 1-4, 7, 8; cols. 1: 59 – 2:20; 3:21-47; 3:66-4:2; 4:17 – 5:11; Mar. 27, 1997 Examiner Office Action;

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	Terms & Claims	Plaintiff's Position	Defendants' Position
		4:18-29, 30-5:37, Claims. Prosecution history of the '375 Patent, e.g. at First Office Action (SIG00000492 – SIG00000499), e.g. p. 40; Response (SIG00000695 – SIG00000712), e.g. p. 25; Response (SIG00000695 – SIG00000712), e.g. p. 26; Response (SIG00000695 – SIG00000712), e.g. p. 27; Notice of Allowability (SIG00000723), e.g. p. 10; Reasons for Allowance (SIG00000724 – SIG00000727), e.g. p. 6. Dictionary definitions of Array, SIG000001703.	July 3, 1997 Applicant Amendment and Response; Sept. 10, 1997 Notice of Allowance; U.S. Patent No. 5,474,327; U.S. Patent No. 5,570,903.  Webster's II New College Dictionary (1999), pg. 62 ((array): "a rectangular arrangement of quantities in rows and columns, as in a matrix"); Merriam-Webster's School Dictionary (1999), pg. 48 ((array): "Regular order or arrangement; An imposing group; large number; A group of mathematical elements (as numbers or letters) arranged in rows and columns.")
10.	"seat area threshold force"  (Claim 1)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  <b>A minimum force that allows airbag deployment based on the forces in one of the seat</b>	<u>Honda and Mazda</u> : "A minimum force different than the total threshold force that allows airbag deployment based on the forces measured by the sensors in only one of the seat areas."  Abstact; Figs. 2-9; Cols. 3:48-67; 4:1-16; 5:12-



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	Terms & Claims	Plaintiff's Position	Defendants' Position
		<p><b>areas.</b></p> <p>Evidence: '375 Patent, Abstract; Figs. 2-9; 1:44-2:21, 63-3:10; 3:21-47; 3:51-4:17; 4:18-29, 30-5:37, Claims. Prosecution history of the '375 Patent, e.g. at First Office Action (SIG00000492 – SIG00000499), e.g. p. 40; Response (SIG00000695 – SIG00000712), e.g. p. 25; Response (SIG00000695 – SIG00000712), e.g. p. 26; Response (SIG00000695 – SIG00000712), e.g. p. 27; Notice of Allowability (SIG00000723), e.g. p. 10; Reasons for Allowance (SIG00000724 – SIG00000727), e.g. p. 6. Dictionary definitions of Threshold, SIG000001712.</p>	<p>30; Claims; Prosecution History at Response (SIG00000695 – SIG00000712), e.g., p. SIG00000706.</p>
11.	<p>“determining the existence of a local pressure area when the calculated total force is concentrated in one of said seat areas”</p> <p>(Claim 1)</p>	<p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p><b>Determining if pressure is concentrated in one seat area</b></p> <p><u>Evidence:</u> '375 Patent, Abstract; Figs. 2-9; 1:44-2:21, 63-3:10; 3:21-47; 3:51-4:17; 4:18-29, 30-5:37, Claims.</p> <p>'375 Patent, 4:18-29.</p> <p>Prosecution history of the '375 Patent, e.g. at First Office Action (SIG00000492 – SIG00000499), e.g. p. 40;</p>	<p><u>Honda:</u></p> <p>“comparing the pressure in each seat area to identify if pressure is concentrated in one area”</p> <p>Abstract; Figs. 4, 7, 8; cols. 1:59 – 2:3; 2:12-21; 3:21-32; 3:48-67; 4:17 – 5:30; Mar. 27, 1997 Examiner Office Action; July 3, 1997 Applicant Amendment and Response; Sept. 10, 1997 Notice of Allowance.</p>

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	Terms & Claims	Plaintiff's Position	Defendants' Position
		Response (SIG00000695 – SIG00000712), e.g. p. 25; Response (SIG00000695 – SIG00000712), e.g. p. 26; Response (SIG00000695 – SIG00000712), e.g. p. 27; Notice of Allowability (SIG00000723), e.g. p. 10; Reasons for Allowance (SIG00000724 – SIG00000727), e.g. p. 6.  Dictionary definitions of Local, SIG000001708.	
12.	“calculating the total force of the sensor array”  (Claim 1)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  <b>Calculating the total force sensed by the entire sensor array.</b>  <u>Evidence:</u> ‘375 Patent, Abstract; Figs. 2-9; 1:44-2:21, 63-3:10; 3:21-47; 3:51-4:17; 4:18-29, 30-5:37, Claims.  ‘375 Patent, 4:9-15.  Prosecution history of the ‘375 Patent, e.g. at First Office Action (SIG00000492 – SIG00000499), e.g. p. 40; Response (SIG00000695 –	<u>Mazda, Mitsubishi, Nissan:</u>  “calculating the total force sensed by the entire sensor array”  <u>Honda:</u>  “calculating based on the value from each sensor in the entire sensor array”  Cols. 1:65-2:3; 3:48-50; Fig. 4.

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	Terms & Claims	Plaintiff's Position	Defendants' Position
		SIG00000712), e.g. p. 25; Response (SIG00000695 – SIG00000712), e.g. p. 26; Response (SIG00000695 – SIG00000712), e.g. p. 27; Notice of Allowability (SIG00000723), e.g. p. 10; Reasons for Allowance (SIG00000724 – SIG00000727), e.g. p. 6.	
13.	“concentrated”  (Claim 1)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning.  ‘375 Patent, Abstract; Figs. 2-9; 1:44-2:21, 63-3:10; 3:21-47; 3:51-4:17; 4:18-29, 30-5:37, Claims.  ‘375 Patent, 4:18-29.  Prosecution history of the ‘375 Patent, e.g. at First Office Action (SIG00000492 – SIG00000499), e.g. p. 40; Response (SIG00000695 – SIG00000712), e.g. p. 25; Response (SIG00000695 – SIG00000712), e.g. p. 26; Response (SIG00000695 – SIG00000712), e.g. p. 27; Notice of Allowability (SIG00000723), e.g. p. 10; Reasons for Allowance (SIG00000724 –	<u>VWGoA/Bentley:</u> <b>Indefinite</b>  The claim term fails to inform those skilled in the art of the scope of the claimed invention with reasonable certainty. There is an absence of any intrinsic evidence that would support construction of this term.  For example, the term “concentrated” is one of degree. The patent fails to define the scope of the term “concentrated” as used in claim 1.

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	Terms & Claims	Plaintiff’s Position	Defendants’ Position
		SIG00000727), e.g. p. 6.	

**C. ‘486 Patent**

The ‘486 Patent is asserted in these actions against defendants Honda, KMA, Mazda, Mitsubishi, Nissan, Subaru, Volvo, MBUSA, BMWNA, VWGoA, and PCNA.

	Terms & Claims	Plaintiff’s Position	Defendants’ Position
14.	“warning distance based upon the current steering angle”/“desired warning distance”  (Claim 21 & 28)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following (for “desired warning distance based upon the current steering angle”):  <b>Distance that depends on the current steering angle, within which an alarm is provided for a sensed object.</b>  <u>Evidence:</u> ‘486 Patent, Abstract, Figs. 1 and 2; 1:6-11, 14-20, 22-34, 42-58, 61-2:3; 2:28-44, 48-51, 55-3:6; 3:30-35, 46-4:53; 4:58-69, Claims.  Prosecution history of the ‘486 Patent, e.g. at First Office Action (SIG00000789 – SIG00000796), e.g. p. 63; Response (SIG00000944 –	<u>KMA, Mazda, Mitsubishi, Nissan, Subaru, Volvo, PCNA:</u>  “distance that varies depending on the current steering angle”  Abstract; Fig. 2; Claim 1; cols. 1:59- 2:44; 3:38-67; 4:17-30; 4:54-58.  July 6, 2001 Reply, page 2; July 6, 2001, page 3; September 26, 2001 Request for Reconsideration, pages 2-3; Appellant’s Brief, Feb. 19, 2002.  <u>Honda:</u> “a distance within which a sensed object generates a warning that varies based upon instantaneous steering angle”  Col. 2:24-29; 3:52-54; 3:57-65; 4:1-20. Fig. 2.

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	Terms & Claims	Plaintiff's Position	Defendants' Position
		SIG00000948), e.g. p. 58-59; Second Office Action (SIG00000953 – SIG00000962), e.g., p. 47; Response (SIG00000963 – SIG00000967), e.g. p. 40-41; Advisory Action (SIG00000968 – SIG00000969), e.g. p. 37; Appeal (SIG00000967 – SIG00000986), e.g. p. 23; Notice of Allowability (SIG00000987 – SIG00000989), e.g. p. 6.	File History, 7/6/01 Remarks at 2-4; 10/15/01 Remarks at 2- 5; 2/19/02 Appellant's Brief at 4-7.  Webster's Third New International Dictionary, p. 557 (2002), "current" ("occurring in or belonging to the present time.")  <u>BMWNA (for "desired                      warning distance"):</u>  "a distance that the user or system defines such that all objects sensed at less than that distance result in an alarm"  Claims 21, 28; Fig; 2; Col. 1, l. 61 - Col. 2, l. 3; Col. 2, ll. 17-19; Col. 3, ll. 54-65; Col. 4, ll. 17- 30, 54-58  File History, 7/6/01 Remarks at 2-4; 10/15/01 Remarks at 2- 5; 2/19/02 Appellant's Brief at 4-7.  <u>MBUSA:</u> no construction necessary.

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1           **D. ‘601 Patent**

2           The ‘601 Patent is asserted in these actions against defendants Honda, KMA,  
 3 Nissan, Subaru, Volvo, MBUSA, BMWNA, VWGoA, and PCNA.

	<b>Terms &amp; Claims</b>	<b>Plaintiff’s Position</b>	<b>Defendants’ Position</b>
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	15. “during conditions when the signal indicative of vehicle torque demand is within the threshold torque range, an actuator configured to generate a signal configured to activate the electric traction motor to drivingly propel the vehicle while de-engaging the internal combustion engine from propelling the vehicle”  (Claim 8)  “during conditions when the signal indicative of vehicle torque demand is outside the threshold torque range, the actuator	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning.  <u>Evidence:</u> ‘601 Patent, Abstract; Figs. 1-4; 1:12-48, 51-2:3; 2:8-26, 28-43; 3:4-14, 24-4:25; 4:26-5:25; 5:37-60, 66-6:26; 6:45-7:3; 7:8-23, 60-67, Claims.  Prosecution history of the ‘601 Patent, e.g. at Notice of Allowance (SIG00000131 – SIG00000133), e.g. p. 37; Notice of Allowability (SIG00000127 – SIG00000131), e.g., p. 11.  Dictionary definitions of Actuator/Actuate, SIG000001702.  Dictionary definitions of Threshold, SIG000001712.  Dictionary definitions of Torque, SIG000001713-14.  Expert Declaration of Dr. Paul Ronney, e.g. at ¶¶ 18-33.  Expert Deposition Transcript of Dr. Paul Ronney (Rough,	<u>Honda, Nissan, Subaru, Volvo, MBUSA:</u>  “during conditions when the signal indicative of vehicle torque demand is [within/outside] the threshold torque range, an actuator configured to always generate a signal configured to [activate/deactivate] the electric traction motor to drivingly propel the vehicle while [de-engaging/re-engaging] the internal combustion engine [from propelling/to propel] the vehicle”  <u>PCNA:</u>  PCNA believes that these terms should be given their plain and ordinary meaning.  <u>Honda, KMA, Nissan, Subaru, Volvo, MBUSA, VWGoA/Bentley:</u>  “during conditions when the sensed signal indicates a region of [low/high]-efficiency for

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Terms & Claims	Plaintiff's Position	Defendants' Position
<p>configured to generate a signal configured to deactivate the electric traction motor from drivingly propelling the vehicle while re-engaging the internal combustion engine to propel the vehicle”</p> <p>(Claim 8)</p> <p>during conditions when the sensed signal indicates a region of low-efficiency for the propulsion unit, generating a signal configured to activate the electric traction motor to drivingly propel the vehicle while de-engaging the propulsion unit from propelling the vehicle; and</p> <p>(Claim 15)</p> <p>during conditions when the sensed signal indicates a</p>	<p>1/23/15), 37:6-50:8.</p> <p>Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 50:8-57:5.</p> <p>Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 57:6-91:1, 117:6-127:12, 131:14-150:8, 167:17-172:28.</p> <p>Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 91:4-116:25, 128:4-130:21, 150:8-153:23, 154:6-166:4, 172:19-176:14.</p>	<p>the propulsion unit, generating a signal configured to always [activate/deactivate] the electric traction motor to drivingly propel the vehicle while [de-engaging/re-engaging] the propulsion unit [from propelling/to propel] the vehicle.”</p> <p><u>PCNA</u>:</p> <p>PCNA believes that these terms should be given their plain and ordinary meaning.</p> <p>Figs. 1-4; cols. 1:58-60; 2:4-26; 2:34-36; 3:4-4:25; 4:47-5:65; 6:48 – 7:3; 7:4-23; USPN 6,170,587; 6,494,277; Nov. 17, 2003 Notice of Allowance.</p>

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	<b>Terms &amp; Claims</b>	<b>Plaintiff's Position</b>	<b>Defendants' Position</b>
	region of high-efficiency for the propulsion unit, generating a signal configured to deactivate the electric traction motor from drivingly propelling the vehicle while re-engaging the propulsion unit to propel the vehicle.  (Claim 15)		
16.	“threshold torque range indicative of conditions of relatively low vehicle torque demand”  (Claim 8)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  <b>Threshold torque range indicative of conditions of relatively low vehicle torque demand for the vehicle’s engine.</b>  <u>Evidence:</u> ‘601 Patent, Abstract; Figs. 1-4; 1:12-48, 51-2:3; 2:8-26, 28-43; 3:4-14, 24-4:25; 4:26-5:25; 5:37-60, 66-6:26; 6:45-7:3; 7:8-23, 60-67, Claims.	<u>Honda, KMA, Nissan, Subaru, Volvo, MBUSA, PCNA:</u>  Indefinite under § 112, paragraph 2.  Expert Declaration of Glenn R. Bower, Ph.D.  Col. 4, ll. 19-25; Col. 4, ll. 47-55; Col. 5, ll. 55-60; Col. 5, l. 66-Col. 6, l. 19; Col. 7, ll. 30-38  Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 23:1-176:4  Expert Deposition Transcript of Dr. Paul Ronney (Rough,



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	Terms & Claims	Plaintiff's Position	Defendants' Position
		<p>Prosecution history of the '601 Patent, e.g. at Notice of Allowance (SIG00000131 – SIG00000133), e.g. p. 37; Notice of Allowability (SIG00000127 – SIG00000131), e.g., p. 11.</p> <p>Dictionary definitions of Threshold, SIG000001712.</p> <p>Dictionary definitions of Torque, SIG000001713-14.</p> <p>Expert Declaration of Dr. Paul Ronney, e.g. at ¶¶ 18-33.</p> <p>Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 37:6-50:8.</p> <p>Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 50:8-57:5.</p> <p>Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 57:6-91:1, 117:6-127:12, 131:14-150:8, 167:17-172:28.</p>	<p>1/23/15) 49:8-50:5, 56:9-15, 64:13-75:12, 77:12-79:16, 89:19-90:3, 90:19-23, 116:20-117:16, 125:7-25, 145:6-146:9</p> <p><u>VWGoA/Bentley:</u>  <b>Indefinite</b></p> <p>The claim term fails to inform those skilled in the art of the scope of the claimed invention with reasonable certainty. There is an absence of any intrinsic evidence that would support construction of this term.</p> <p>For example, the term “relatively low vehicle torque” is a term of degree. The patent fails to define the scope of this term as used in claim 8.</p> <p><u>Honda:</u></p> <p>Alternatively, “torque range where vehicle can be driven efficiently with just the electric motor”</p>
17.	(a) “de-engaging the internal combustion engine from propelling the	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning.	<p><u>Honda, KMA, Nissan, Subaru, Volvo, MBUSA, PCNA:</u></p> <p>(a) “[de-engaging/re-</p>

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Terms & Claims	Plaintiff’s Position	Defendants’ Position
<p>vehicle” / “re-engaging the internal combustion engine to propel the vehicle”</p> <p>(Claim 8)</p> <p>“de-engaging the propulsion unit from propelling the vehicle” / “re-engaging the propulsion unit to propel the vehicle”</p> <p>(Claims 15, 17)</p> <p>(b) “...an actuator configured to generate a signal configured to activate the electric traction motor...” / “...an actuator configured to generate a signal configured to deactivate the electric traction motor...”</p> <p>(Claim 8)</p> <p>(c) “...generating a signal configured to</p>	<p><u>Evidence</u>: ‘601 Patent, Abstract; Figs. 1-4; 1:12-48, 51-2:3; 2:8-26, 28-43; 3:4-14, 24-4:25; 4:26-5:25; 5:37-60, 66-6:26; 6:45-7:3; 7:8-23, 60-67, Claims.</p> <p>Prosecution history of the ‘601 Patent, e.g. at Notice of Allowance (SIG00000131 – SIG00000133), e.g. p. 37; Notice of Allowability (SIG00000127 – SIG00000131), e.g., p. 11.</p> <p>Dictionary definitions of Actuator/Actuate, SIG000001702.</p>	<p>engaging] the use of the [internal combustion engine/ propulsion unit] [from propelling/to propel] the vehicle in response to the claimed signal”</p> <p>(b)                      “[activating/deactivating ] the use of the electric traction motor in response to the claimed signal generated by the actuator”</p> <p>(c)                      “[activating/deactivating ] the use of the electric traction motor in response to the claimed signal”</p> <p>Figs. 1-4; cols. 2:4-26; 3:4-4:25; 4:47-5:65; 6:48 – 7:3; 7:4-23; USPN 6,170,587; 6,494,277; Nov. 17, 2003 Notice of Allowance.</p> <p>Fig. 1; Fig. 2; Fig. 3; cols. 2:4-26; 3:29-4:25; 4:60 – 5:65; 6:55-7:3; USPN 6,170,587; 6,494,277; Nov. 17, 2003 Notice of Allowance.</p> <p>Fig. 4; col. 3:4-24; col. 6:48 – 7:23.</p>

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	<b>Terms &amp; Claims</b>	<b>Plaintiff’s Position</b>	<b>Defendants’ Position</b>
	activate the electric traction motor...” / “...generating a signal configured to deactivate the electric traction motor...”  (Claims 15,17)		
18.	“region of relatively high and low efficiency”  (Claims 15 & 17)  “region of high efficiency”  (Claims 15 & 17)  “regions of low efficiency”  (Claims 15 & 17)  “relatively high and relatively low efficiency” “high efficiency/low efficiency”  (Claims 15, 17)	<p><b>Not indefinite.</b></p> <p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p><b>[“Region of relatively high and low efficiency” / “region of high efficiency” / “regions of low efficiency” / “relatively high and relatively low efficiency” / “high efficiency / low efficiency”] for the vehicle’s engine.</b></p> <p><u>Evidence:</u> ‘601 Patent, Abstract; Figs. 1-4; 1:12-48, 51-2:3; 2:8-26, 28-43; 3:4-14, 24-4:25; 4:26-5:25; 5:37-60, 66-6:26; 6:45-7:3; 7:8-23, 60-67, Claims.</p> <p>Prosecution history of the ‘601</p>	<p><u>Honda, KMA, Nissan, Subaru, Volvo, MBUSA, PCNA:</u></p> <p>Indefinite under § 112, paragraph 2</p> <p>Expert Declaration of Glenn R. Bower, Ph.D.</p> <p>Col. 4, ll. 19-25; Col. 4, ll. 47-55; Col. 5, ll. 55-60; Col. 5, l. 66-Col. 6, l. 19; Col. 7, ll. 30-38</p> <p>Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15) 23:1-176:4</p> <p>Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 91:11-92:9, 93:4-94:9, 95:10-24, 97:24-100:17, 111:9-112:11, 129:4-21</p> <p><u>VWGoA/Bentley:</u>  <b>Indefinite</b></p>

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Terms & Claims	Plaintiff’s Position	Defendants’ Position
	<p>Patent, e.g. at Notice of Allowance (SIG00000131 – SIG00000133), e.g. p. 37; Notice of Allowability (SIG00000127 – SIG00000131), e.g., p. 11.</p> <p>Dictionary definitions of Efficient / Efficiency, SIG000001706.</p> <p>Expert Declaration of Dr. Paul Ronney, e.g. at ¶¶ 18-33.</p> <p>Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 91:4-116:25, 128:4-130:21, 150:8-153:23, 154:6-166:4, 172:19-176:14.</p>	<p>The claim terms fail to inform those skilled in the art of the scope of the claimed invention with reasonable certainty. There is an absence of any intrinsic evidence that would support construction of these terms.</p> <p>For example, the terms “relatively high efficiency” and “relatively low efficiency,” and “high efficiency” and “low efficiency” are terms of degree. The patent fails to define the scope of these terms as used in claims 15 and 17.</p> <p><u>Nissan, Honda:</u></p> <p>Alternatively (for “region of high-efficiency”), “region of high efficiency, mutually exclusive and collectively exhaustive of regions of low efficiency”</p> <p>Alternatively (for “region of low-efficiency”), “region of low efficiency, mutually exclusive and collectively exhaustive</p>

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	Terms & Claims	Plaintiff's Position	Defendants' Position
			of regions of high efficiency”  Claims 15 and 17; cols. 3:4-14; 1:21-48.  Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 95:10-24, 99:12-100:17.
19.	“mapping” / “mapping the respective regions of relatively high and low efficiency in an efficiency map for the propulsion unit”  (Claims 15 & 17)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning.  <u>Evidence:</u> ‘601 Patent, Abstract; Figs. 1-4; 1:12-48, 51-2:3; 2:8-26, 28-43; 3:4-14, 24-4:25; 4:26-5:25; 5:37-60, 66-6:26; 6:45-7:3; 7:8-23, 60-67, Claims.  Prosecution history of the ‘601 Patent, e.g. at Notice of Allowance (SIG00000131 – SIG00000133), e.g. p. 37; Notice of Allowability (SIG00000127 – SIG00000131), e.g., p. 11.  Dictionary definitions of Efficient / Efficiency, SIG000001706.  Expert Declaration of Dr. Paul Ronney, e.g. at ¶¶ 18-33.	<u>Honda, Nissan, Subaru, Volvo, MBUSA, PCNA (for “mapping”):</u>  “creating a representation of”  Col. 3:4-8; 7:8-10; SIG00000051-54 (C.C. Chan, The State of the Art of Electric & Hybrid Vehicles, Proceedings of the IEEE, vol. 90, NO. 2 (Feb. 2002)).  Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 127:4-11; 162:8-165:6  John B. Heywood, Internal Combustion Engine Fundamentals, p. 839 (1988); Edward F. Obert, Internal Combustion Engines and Air Pollution, pp. 46-47, 54-55 (1973); Colin R.

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	<b>Terms &amp; Claims</b>	<b>Plaintiff’s Position</b>	<b>Defendants’ Position</b>
		Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 91:4-116:25, 128:4-130:21, 150:8-153:23, 154:6-166:4, 172:19-176:14.	Ferguson & Allari T. Kirkpatrick, Internal Combustion Engines Applied Thermosciences, pp. 343-9 (2d ed. 2000).  <u>BMWNA (for longer phrase):</u>  “plotting regions of relatively high and low efficiency in an efficiency map”  Claims 15, 17; Fig. 4; Col. 2, ll. 63-67; Col. 6, ll. 48-54; Col. 7, ll. 4-13, 39-59  SIG00000051-54 (C.C. Chan, The State of the Art of Electric & Hybrid Vehicles, Proceedings of the IEEE, vol. 90, NO. 2 (Feb. 2002)).  Expert Declaration of Glenn R. Bower, Ph.D.
20.	“efficiency map”  (Claims 15 & 17)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  <b>A machine-readable</b>	<u>Honda, Nissan, Subaru, Volvo, MBUSA, PCNA:</u>  “a graphical representation of the relationship between engine torque, engine speed (rpm), and efficiency”  Col. 3:4-8; 7:8-10;

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	Terms & Claims	Plaintiff's Position	Defendants' Position
		<p><b>representation of efficiency.</b></p> <p>'601 Patent, Abstract; Figs. 1-4; 1:12-48, 51-2:3; 2:8-26, 28-43; 3:4-14, 24-4:25; 4:26-5:25; 5:37-60, 66-6:26; 6:45-7:3; 7:8-23, 60-67, Claims.</p> <p>Prosecution history of the '601 Patent, e.g. at Notice of Allowance (SIG00000131 – SIG00000133), e.g. p. 37; Notice of Allowability (SIG00000127 – SIG00000131), e.g., p. 11.</p> <p>Dictionary definitions of Efficient / Efficiency, SIG000001706.</p> <p>Expert Declaration of Dr. Paul Ronney, e.g. at ¶¶ 18-33.</p> <p>Expert Deposition Transcript of Dr. Paul Ronney (Rough, 1/23/15), 91:4-116:25, 128:4-130:21, 150:8-153:23, 154:6-166:4, 172:19-176:14.</p>	<p>SIG00000051-54 (C.C. Chan, The State of the Art of Electric &amp; Hybrid Vehicles, Proceedings of the IEEE, vol. 90, NO. 2 (Feb. 2002)).</p> <p>John B. Heywood, Internal Combustion Engine Fundamentals, p. 839 (1988); Edward F. Obert, Internal Combustion Engines and Air Pollution, pp. 46-47, 54-55 (1973); Colin R. Ferguson &amp; Allari T. Kirkpatrick, Internal Combustion Engines Applied Thermosciences, pp. 343-9 (2d ed. 2000).</p>
21.	<p>“parallel hybrid” (Claim 13)</p>	<p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p><b>A hybrid vehicle in which power may be selected from either of at least two distinct</b></p>	<p><u>BMWNA</u>: “a hybrid vehicle in which both the combustion engine and the traction motor provide driving torque for the vehicle”</p> <p>Claim 13 Col. 4, ll. 9-13</p> <p>BMW Technical training, Principles of</p>

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Terms & Claims	Plaintiff’s Position	Defendants’ Position
	<p><b>power sources</b></p> <p>‘601 Patent, Abstract; Figs. 1-4; 1:12-48, 51-2:3; 2:8-26, 28-43; 3:4-14, 24-4:25; 4:26-5:25; 5:37-60, 66-6:26; 6:45-7:3; 7:8-23, 60-67, Claims.</p> <p>‘601 Patent, 4:9-13.</p> <p>Prosecution history of the ‘601 Patent, e.g. at Notice of Allowance (SIG00000131 – SIG00000133), e.g. p. 37; Notice of Allowability (SIG00000127 – SIG00000131), e.g., p. 11.</p> <p>Dictionary definitions of Efficient / Efficiency, SIG000001706.</p>	<p>Hybrid Technology, BMW_SIGNAL000048 0-602. See 2.2.2 “Parallel Hybrid,” at BMW_SIGNAL000049 9-500.</p> <p>Royal Academy of Engineering, Electric Vehicles: charged with potential (2010). Fig. 17, “parallel hybrid”</p> <p><i>See also</i> Wikipedia, “Hybrid vehicle drivetrain” (“Parallel hybrid systems, which are most commonly produced at present, have both an internal combustion engine (ICE) and an electric motor coupled”)<sup>3</sup></p> <p>SIG00000051-54 (C.C. Chan, The State of the Art of Electric &amp; Hybrid Vehicles, Proceedings of the IEEE, vol. 90, NO. 2 (Feb. 2002)).</p>

**E. ‘007 Patent**

The ‘007 Patent is asserted in these actions against defendants Honda, KMA, Mazda, Mitsubishi, Nissan, Subaru, Volvo, MBUSA, BMWNA, VWGoA, and PCNA.

<sup>3</sup> [http://en.wikipedia.org/wiki/Hybrid\\_vehicle\\_drivetrain#Parallel\\_hybrid](http://en.wikipedia.org/wiki/Hybrid_vehicle_drivetrain#Parallel_hybrid).



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	<b>Terms &amp; Claims</b>	<b>Plaintiff’s Position</b>	<b>Defendants’ Positions</b>
22.	“seat sensors”  (Claims 1, 17, 18 & 19)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  A plurality of sensors for a seat. Evidence: ‘007 Patent, Abstract; Figs. 1-10, 44-48, 52-2:10; 2:44-3:10; 3:14-18, 24-4:13; 4:36-5:39, Claims. Prosecution history of the ‘007 Patent, e.g. at First Office Action (SIG00000213 – SIG00000220), e.g. p. 23; Response (SIG00000224 – SIG00000228), e.g. p. 20; Notice of Allowability (SIG00000230 – SIG00000234), e.g. p. 11.	<u>Honda, KMA, Mazda, Mitsubishi, Nissan, Subaru, Volvo, MBUSA, PCNA:</u>  “a plurality of sensors in, or on a seat cushion”  Figs. 1-4; Abstract; cols. 1:10-13; 1:31-48; 1:66-2:10; 2:55-3:31; 3:24-32; 4:12-35; 5:25-35; 8:11-14; 8:18-24; ‘375 at 2:4-6; U.S. Patent Nos. 5,474,327 (SIGNAL_PRIOR_ART 00001) and 5,732,375 (SIG00001374); July 9, 1999 response to April 9, 1999 Examiner Office Action, SIG00000226-227.
23.	“lock flag” / “flag”  (Claims 1 & 17)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  <b>Flag that is cleared when the relative weight parameter is below the unlock threshold for a time.</b>  Evidence: ‘007 Patent,	<u>Honda, Mazda, Mitsubishi, Nissan, Subaru, Volvo, MBUSA, PCNA:</u>  “flag that, once set, remains set as long as the relative weight parameter is not below the unlock threshold for a time”  Abstract; Figs. 1-10, 3:55-57; 4:36-50, Claims.

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	Terms & Claims	Plaintiff's Position	Defendants' Positions
		<p>Abstract; Figs. 1-10, 44-48, 52-2:10; 2:44-3:10; 3:14-18, 24-4:13; 4:36-5:39, Claims.</p> <p>Prosecution history of the '007 Patent, e.g. at First Office Action (SIG00000213 – SIG00000220), e.g. p. 23; Response (SIG00000224 – SIG00000228), e.g. p. 20; Notice of Allowability (SIG00000230 – SIG00000234), e.g. p. 11.</p> <p>Dictionary definitions of Flag, SIG000001707.</p>	<p>Prosecution history of the '007 Patent, e.g. at First Office Action (SIG00000213 – SIG00000220), e.g. p. 23; Response (SIG00000224 – SIG00000228), e.g. p. 20; Notice of Allowability (SIG00000230 – SIG00000234), e.g. p. 11.</p>
24.	<p>“for a time” / “for a given time”  (Claims 1 &amp; 17)</p>	<p><b>Not indefinite.</b></p> <p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p><b>A time sufficient to avoid the effects of transient events.</b></p> <p><u>Evidence:</u> '007 Patent, Abstract; Figs. 1-10, 44-48, 52-2:10; 2:44-3:10; 3:14-18, 24-4:13; 4:36-5:39, Claims.</p> <p>Prosecution history of the '007 Patent, e.g. at First Office Action (SIG00000213 – SIG00000220), e.g. p. 23; Response (SIG00000224 –</p>	<p><u>VWGoA/Bentley:</u> <b>Indefinite</b></p> <p>The claim terms fail to inform those skilled in the art of the scope of the claimed invention with reasonable certainty. There is an absence of any intrinsic evidence that would support construction of these terms.</p> <p>For example, the terms “for a given time” and “for a time” are terms of degree. The patent fails to define the scope of these terms as used in claims 1 and 17.</p>

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	Terms & Claims	Plaintiff's Position	Defendants' Positions
		SIG00000228), e.g. p. 20; Notice of Allowability (SIG00000230 – SIG00000234), e.g. p. 11.	
25.	“a second threshold”  (Claim 20)	<p><b>Not indefinite.</b></p> <p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p><b>A second threshold of the relative weight parameter.</b></p> <p><u>Evidence:</u> ‘007 Patent, Abstract; Figs. 1-10, 44-48, 52-2:10; 2:44-3:10; 3:14-18, 24-4:13; 4:36-5:39, Claims.</p> <p>Prosecution history of the ‘007 Patent, e.g. at First Office Action (SIG00000213 – SIG00000220), e.g. p. 23; Response (SIG00000224 – SIG00000228), e.g. p. 20; Notice of Allowability (SIG00000230 – SIG00000234), e.g. p. 11.</p>	<p><u>Honda, Mazda, Mitsubishi, Nissan, Subaru, Volvo, MBUSA, PCNA:</u></p> <p>Indefinite under § 112, paragraph 2.</p>
26.	“relative weight parameter”  (Claims 1, 17, 20-22)	<p><b>Not indefinite.</b></p> <p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain</p>	<p><u>BMWNA and Mazda:</u></p> <p>Indefinite under § 112, paragraph 2.</p> <p><u>VWGoA/Bentley:</u></p>

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	Terms & Claims	Plaintiff's Position	Defendants' Positions
		<p>and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p><b>A relative parameter indicative of weight.</b></p> <p><u>Evidence:</u> '007 Patent, Abstract; Figs. 1-10, 44-48, 52-2:10; 2:44-3:10; 3:14-18, 24-4:13; 4:36-5:39, Claims.</p> <p>Prosecution history of the '007 Patent, e.g. at First Office Action (SIG00000213 – SIG00000220), e.g. p. 23; Response (SIG00000224 – SIG00000228), e.g. p. 20; Notice of Allowability (SIG00000230 – SIG00000234), e.g. p. 11.</p> <p>Dictionary definitions of Parameter, SIG000001709.</p>	<p><b>Indefinite</b></p> <p>The claim term fails to inform those skilled in the art of the scope of the claimed invention with reasonable certainty. There is an absence of any intrinsic evidence that would support construction of these terms.</p> <p>For example, the term “relative weight parameter” is not used in the specification, and is one of degree. The patent fails to define the scope of the term as used in claims 1 and 17.</p> <p><u>Honda:</u> Alternatively, “a relative parameter indicative of weight.”</p> <p>Abstract; cols. 1:44-48; 3:29-32; 4:37-40; 5:34-38.</p>
27.	<p>“setting” / “set a lock flag when . . .”</p> <p>(Claims 1, 17)</p>	<p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning.</p> <p><u>Evidence:</u> '007 Patent, Abstract; Figs. 1-10, 44-48,</p>	<p><u>Honda, Mazda, Mitsubishi, Nissan, Subaru, Volvo, MBUSA, PCNA:</u></p> <p>“ setting a lock flag only if . . .”</p> <p>Abstract; Figs. 1-10,</p>

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	Terms & Claims	Plaintiff's Position	Defendants' Positions
		<p>52-2:10; 2:44-3:10; 3:14-18, 24-4:13; 4:36-5:39, Claims.</p> <p>Prosecution history of the '007 Patent, e.g. at First Office Action (SIG00000213 – SIG00000220), e.g. p. 23; Response (SIG00000224 – SIG00000228), e.g. p. 20; Notice of Allowability (SIG00000230 – SIG00000234), e.g. p. 11.</p> <p>Dictionary definitions of Flag, SIG000001707.</p> <p>Dictionary definitions of Parameter, SIG000001709.</p> <p>Dictionary definitions of Threshold, SIG000001712.</p>	<p>3:55-57; 4:36-57, Claims.</p> <p>Prosecution history of the '007 Patent, e.g. at First Office Action (SIG00000213 – SIG00000220), e.g. p. 23; Response (SIG00000224 – SIG00000228), e.g. p. 20; Notice of Allowability (SIG00000230 – SIG00000234), e.g. p. 11.</p>
28.	<p>“a level indicative of an empty seat”  (Claims 1, 17)</p>	<p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p><b>A measurement indicative of an empty seat or small occupant.</b></p> <p><u>Evidence:</u> '007 Patent, Abstract; Figs. 1-10, 44-48, 52-2:10; 2:44-3:10; 3:14-18, 24-4:13; 4:36-5:39, Claims.</p> <p>'007 Patent, 2:55-61; 4: 36-40; 5:25-29.</p> <p>Prosecution history of the</p>	<p><u>Honda, KMA, Mazda, Mitsubishi, Nissan, Subaru, Volvo, MBUSA, PCNA:</u></p> <p>“a force/pressure measurement of zero or substantially zero weight on the seat”</p> <p>Cols. 1:15-30; 1:43-48; 2:55-3:10; 3:53-54;4:36-57; U.S. Patent 5,732,375.</p>

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	Terms & Claims	Plaintiff’s Position	Defendants’ Positions
		‘007 Patent, e.g. at First Office Action (SIG00000213 – SIG00000220), e.g. p. 23; Response (SIG00000224 – SIG00000228), e.g. p. 20; Notice of Allowability (SIG00000230 – SIG00000234), e.g. p. 11.	
29.	“arrayed in an interface defined by the bottom surface”  (Claim 19)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  Ordered in a grouping of sensors in an interface defined by the bottom surface. Evidence: ‘007 Patent, Abstract; Figs. 1-10, 44-48, 52-2:10; 2:44-3:10; 3:14-18, 24-4:13; 4:36-5:39, Claims. ‘007 Patent, 1:66-2:1, 3:21-28.  Prosecution history of the ‘007 Patent, e.g. at First Office Action (SIG00000213 – SIG00000220), e.g. p. 23; Response (SIG00000224 – SIG00000228), e.g. p. 20; Notice of Allowability (SIG00000230 – SIG00000234), e.g. p. 11. Dictionary definitions of Array, SIG000001703.	<u>Honda, KMA, Mazda, Mitsubishi, Nissan, Subaru, Volvo, MBUSA, PCNA:</u>  “an ordered or symmetrical grouping of sensors arranged in rows and columns on the bottom surface of the seat cushion”  Abstract; Figs. 1-4; cols. 1:31-48; 1:66 – 2:10; 2:55 – 3:31; 4:12-35; 5:34-38; U.S. Patent Nos. 5,474,327 and 5,732,375.
30.	“means for selectively allowing	Defendants contend that this term should be construed 35 U.S.C. § 112, paragraph 6.	<u>Honda, KMA, Mazda, Mitsubishi, Nissan, Subaru, Volvo, MBUSA,</u>

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Terms & Claims	Plaintiff's Position	Defendants' Positions
<p>deployment according to the outputs of seat sensors responding to the weight of an occupant”  (Claim 1)</p>	<p>Accordingly, Signal identifies the following:</p> <p><u>Function</u>: “selectively allowing deployment according to the outputs of seat sensors responding to the weight of an occupant”</p> <p><u>Corresponding structure</u>: A microprocessor 22, which analyzes the sensor inputs and issues a decision whether to inhibit and allow airbag deployment.</p> <p>To the extent that defendants may contend that structure is in the form of an algorithm, then the corresponding structure is recited in the claim itself in the form of specific steps, and the claim is not subject to § 112, paragraph 6.</p> <p>‘007 Patent, 3:4-7 and Fig. 1; Supplemental Expert Declaration of Dr. Trevor Smedley, e.g. at ¶¶ 11-13.</p> <p>Expert Deposition Transcript of Dr. Trevor Smedley (12/5/14), 136:14-164:14, 187:17-207:5, 214:19-25.</p>	<p><u>PCNA</u>:</p> <p>This term should be construed under § 112, paragraph 6</p> <p><u>Function</u>: selectively allowing deployment according to the outputs of seat sensors responding to the weight of an occupant”</p> <p><u>Corresponding structure</u>: A microprocessor 22, which analyzes the sensor inputs and issues a decision whether to inhibit and allow airbag deployment based on the algorithms of Figures 4, 5, 6, 8, 9, and 10.</p> <p>Figs. 1-4; Abstract; cols. 1:10-13; 1:31-48; 1:66-2:10; 2:55-3:31; 4:12-35; 5:25-35; ‘375 at 2:4-6; U.S. Patent Nos. 5,474,327 (SIGNAL_PRIOR_ART 000001) and 5,732,375 (SIG00001374); April 9, 1990 Examiner Office Action; Aug. 17, 1999.</p> <p>Expert Deposition Transcript of Dr. Trevor Smedley (12/5/14), 33:15-47:14, 47:19-49:12, 139:7-164:11.</p>

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	Terms & Claims	Plaintiff's Position	Defendants' Positions
31.	<p>“means for inhibiting and allowing deployment ...”  (Claim 17)</p>	<p>Defendants contend that this term should be construed 35 U.S.C. § 112, paragraph 6. Accordingly, Signal identifies the following:</p> <p><u>Function</u>: “inhibiting and allowing deployment according to whether a seat is occupied by a person of at least a minimum weight.”</p> <p><u>Corresponding structure</u>: A microprocessor 22, which analyzes the sensor inputs and issues a decision whether to inhibit and allow airbag deployment.</p> <p>To the extent that defendants may contend that structure is in the form of an algorithm, then the corresponding structure is recited in the claim itself in the form of specific steps and the claim is not subject to § 112, paragraph 6.</p> <p>‘007 Patent, 3:4-7 and Fig. 1; Supplemental Expert Declaration of Dr. Trevor Smedley, e.g. at ¶¶ 11-13.</p> <p>Expert Deposition Transcript of Dr. Trevor Smedley (12/5/14), 136:14-164:14, 187:17-207:5, 214:19-25.</p>	<p><u>Honda, KMA, Mazda, Mitsubishi, Nissan, Subaru, Volvo, MBUSA, PCNA</u>:</p> <p>This term should be construed under § 112, paragraph 6</p> <p><u>Function</u>: inhibiting and allowing deployment according to whether a seat is occupied by a person of at least a minimum weight.</p> <p><u>Corresponding structure</u>: Fixed resistors 26 in series with pressure sensors 28 of Figures 1-3 and a microprocessor 22, which analyzes the sensor inputs and issues a decision whether to inhibit and allow airbag deployment based on the algorithms of Figures 4, 5, 6, 8, 9, and 10.</p> <p>Figs. 1-4; Abstract; cols. 1:10-13; 1:31-48; 1:66-2:10; 2:55-3:31; 4:12-35; 5:25-35; ‘375 at 2:4-6; U.S. Patent Nos. 5,474,327 (SIGNAL_PRIOR_ART 000001) and 5,732,375 (SIG00001374); April 9, 1990 Examiner Office</p>



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Terms & Claims	Plaintiff’s Position	Defendants’ Positions
		Action; Aug. 17, 1999.  Expert Deposition Transcript of Dr. Trevor Smedley (12/5/14), 33:15-47:14, 47:19- 49:12, 139:7-164:11.

**F. ‘374 Patent**

The ‘374 Patent is asserted in these actions against defendants Mazda, Mitsubishi, Nissan, Subaru, and Volvo.

Terms & Claims	Plaintiff’s Position	Defendants’ Positions
32. “all having the same data format but distinctive codes for tire transmitters and vehicle function transmitters”  (Claim 1)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  All transmitting data in a format compatible with the receiver, with unique codes for tire transmitters and vehicle function transmitters. Evidence: ‘374 Patent, Abstract, Figs. 1-8, 1:6-11, 48-2:61; 3:27-4:42; 4:52-66; 5:4-16, 32-48, 57-6:19; 6:20-31, Claims. Prosecution history of the ‘374 Patent, e.g. at First Office Action (SIG00000306 – SIG00000316), e.g. p. 39; Response to Office Action (SIG00000367 – SIG00000377), e.g. p. 31;	<u>Mazda, Mitsubishi, Nissan, Subaru, and Volvo:</u>  “all having the same number and arrangement of data bits or elements but including distinct coded data for tire transmitters and vehicle function transmitters”  Fig. 4; col. 1:59-66; 2:13-14; 3:7-8; 4:46-66; 6:48-50.

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	Terms & Claims	Plaintiff's Position	Defendants' Positions
		Second Office Action (SIG00000378 – SIG00000386), e.g. p. 13; Response to Second OA (SIG00000397 – SIG00000403), e.g. p. 8-12; Notice of Allowance. (SIG00000406), e.g. p. 4. Dictionary definitions of Code, SIG000001705.	
33.	“a switch activated by a vehicle user”  (Claim 3)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning.  Evidence: ‘374 Patent, Abstract, Figs. 1-8, 1:6-11, 48-2:61; 3:27-4:42; 4:52-66; 5:4-16, 32-48, 57-6:19; 6:20-31, Claims. Prosecution history of the ‘374 Patent, e.g. at First Office Action (SIG00000306 – SIG00000316), e.g. p. 39; Response to Office Action (SIG00000367 – SIG00000377), e.g. p. 31; Second Office Action (SIG00000378 – SIG00000386), e.g. p. 13; Response to Second OA (SIG00000397 – SIG00000403), e.g. p. 8-12; Notice of Allowance. (SIG00000406), e.g. p. 4.	<u>Mazda, Mitsubishi, Nissan, Subaru, and Volvo:</u>  “a magnetic switch activated by a permanent magnet operated by a user to identify the location of a particular tire to the processor”  Prosecution history of the ‘374 Patent, e.g., Response to Second OA (SIG00000401-403); and cols. 5:12 and 57-61; 2:24 and 46-60; 3:50-54 and 65-66; 4:25-32; Abstract; Fig. 3.
34.	“sign-up message”  (Claim 3)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  A message that identifies the tire.	<u>Mazda, Mitsubishi, Nissan, Subaru, and Volvo:</u>  “a coded signal transmitted from a tire pressure sensor to a processor that identifies the specific location of the tire on the vehicle”  Cols. 1:43-45, 51-54;

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	Terms & Claims	Plaintiff's Position	Defendants' Positions
		Evidence: '374 Patent, Abstract, Figs. 1-8, 1:6-11, 48-2:61; 3:27-4:42; 4:52-66; 5:4-16, 32-48, 57-6:19; 6:20-31, Claims. Prosecution history of the '374 Patent, e.g. at First Office Action (SIG00000306 – SIG00000316), e.g. p. 39; Response to Office Action (SIG00000367 – SIG00000377), e.g. p. 31; Second Office Action (SIG00000378 – SIG00000386), e.g. p. 13; Response to Second OA (SIG00000397 – SIG00000403), e.g. p. 8-12; Notice of Allowance. (SIG00000406), e.g. p. 4.	1:60-66; 2:43-61; 3:33-35; 3:50-54; 4:25-32; 4:52-62; 5:33-34; 5:39-41; 5:56-61; 7:22-28
35.	"each tire"  (Claim 3)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  Each tire subject to tire pressure monitoring. Evidence: '374 Patent, Abstract, Figs. 1-8, 1:6-11, 48-2:61; 3:27-4:42; 4:52-66; 5:4-16, 32-48, 57-6:19; 6:20-31, Claims. '374 Patent, 3:27-33, 5:57-59. Prosecution history of the '374 Patent, e.g. at First Office Action (SIG00000306 – SIG00000316), e.g. p. 39; Response to Office Action (SIG00000367 – SIG00000377), e.g. p. 31; Second Office Action (SIG00000378 – SIG00000386), e.g. p. 13; Response to Second OA	<u>Mazda, Mitsubishi, Nissan, Subaru, and Volvo:</u>  "each tire inclusive of any spare tire"  Cols. 1:7-11; 1:51-54; 1:67-2:12; 2: 16-26; 2:46-48; 5:57-59; 6:10-19; Fig. 1; 3:27-30.

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	Terms & Claims	Plaintiff's Position	Defendants' Positions
		(SIG00000397 – SIG00000403), e.g. p. 8-12; Notice of Allowance. (SIG00000406), e.g. p. 4.	

**G. '775 Patent**

The '775 Patent is asserted in these actions against defendants MBUSA, BMWNA, and VWGoA.

	Terms & Claims	Plaintiff's Position	Defendants' Positions
36.	"message rate"  (Claim 6)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  <b>The data rate at which messages are sent, which may be expressed in terms of a number of bits or bytes transmitted per second.</b>  <u>Evidence:</u> '775 Patent, Figs. 1-7; 1:49-2:18; 2:21-58; 3:16-51, 53-60; 4:11-5:9, Claims.  Prosecution history of the '775 Patent, e.g. at Response (SIG00001199 – SIG00001210), e.g. p. 16; Notice and Reasons for Allowance (SIG00001213), e.g. p. 5.  Supplemental Expert	<u>BMWNA, MBUSA:</u>  "the data rate at which messages are sent, which is expressed in terms of a number of bits or bytes transmitted per second"  Expert Declaration of Dr. Philip Koopman, Ph.D., ¶¶ 28-35.  Abstract; Figs. 2, 4, cols. 1:64-2:1; 2:2-6; 2:10-14; 2:21-30; 2:38-54; 3:36--60; 4:11-20; 4:26-29; 4:43-63; claim 6.  Expert Deposition Transcript of Dr. Trevor Smedley (12/5/14), . 65:5-67:1.  Newton's Telecom Dictionary at 185, 368, PC Magazine Computer Encyclopedia (27th expanded and updated ed. 2013) (Jan. 13, 2015)

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	Terms & Claims	Plaintiff’s Position	Defendants’ Positions
		Declaration of Dr. Trevor Smedley, e.g. at ¶¶ 16-31.  Expert Deposition Transcript of Dr. Trevor Smedley (12/5/14), 52:13-135:20, 214:19-25.	
37.	“message rate interval”  (Claim 6)	<p><b>Not indefinite.</b></p> <p>Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:</p> <p><b>A period of time corresponding to a message rate.</b></p> <p><u>Evidence:</u></p> <p>‘775 Patent, 3:37-46; Supplemental Expert Declaration of Dr. Trevor Smedley, e.g. at ¶¶ 16-31;</p> <p>‘775 Patent, Figs. 1-7; 1:49-2:18; 2:21-58; 3:16-51, 53-60; 4:11-5:9, Claims.</p> <p>Prosecution history of the ‘775 Patent, e.g. at Response (SIG00001199 – SIG00001210), e.g. p. 16; Notice and Reasons for Allowance (SIG00001213),</p>	<p><u>MBUSA</u>: Indefinite under § 112, paragraph 2.</p> <p>Expert Declaration of Dr. Philip Koopman, Ph.D., ¶¶ 34, 36-45;</p> <p>Supplemental Expert Declaration of Dr. Trevor Smedley, e.g. at ¶¶ 27-30</p> <p>’775 patent, fig. 1; Cols. 2:45-52; 3:42-53; claim 6.</p> <p>Expert Deposition Transcript of Dr. Trevor Smedley (12/5/14), 76:13-77:21; 81:2-8 88:7-17; 93:18-95:2, 96:20-24; 97:23-98:11; 99:22-100:3; 101:22-25, 103:7-9; 107:16-110:4; 114:15-19.</p> <p><u>MBUSA Alternative</u>: “a period of time sufficiently long to contain both first and</p>

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Terms & Claims	Plaintiff's Position	Defendants' Positions
	<p>e.g. p. 5.</p> <p>Expert Deposition Transcript of Dr. Trevor Smedley (12/5/14), 52:13-135:20, 214:19-25.</p>	<p>second types of data”</p> <p><u>BMWNA</u>: “The fundamental time interval of the first (low rate) message rate protocol”</p> <p>Claim 6; Abstract; Figs. 2, 6, 7; Col. 2, ll. 38-56; Col. 3, ll. 37-60.</p> <p>Prosecution history of the ‘775 Patent, e.g. at SIG00001130, Response (SIG00001199 – SIG00001210).</p> <p><u>VWGoA/Bentley</u>:  <b>Indefinite</b></p> <p>The claim term fails to inform those skilled in the art of the scope of the claimed invention with reasonable certainty. There is an absence of any intrinsic evidence that would support construction of this term.</p> <p>For example, the term “message rate interval” is a term without any defined technical meaning. The patent fails to define the scope of the term as used in claim 6.</p>

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	Terms & Claims	Plaintiff’s Position	Defendants’ Positions
38.	“message”  (Claim 6)	Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  <b>A collection of bits that are sent together in a message protocol.</b>  <u>Evidence:</u> ‘775 Patent, Figs. 1-7; 1:49-2:18; 2:21-58; 3:16-51, 53-60; 4:11-5:9, Claims.  Prosecution history of the ‘775 Patent, e.g. at Response (SIG00001199 – SIG00001210), e.g. p. 16; Notice and Reasons for Allowance (SIG00001213), e.g. p. 5.	<u>BMWNA:</u>  “A collection of bits that are sent together to define the information transferred on a message protocol”  Claim 6; Figs. 3, 5; Col. 3, ll. 42-51; Col. 4, ll. 25-63.
39.	“complete message” / “fragment of a complete message”  (Claim 6)	<b>Not indefinite.</b>  Signal is of the view that this term does not require a construction by the Court, and should be given its plain and ordinary meaning. However, if the Court determines that a construction is necessary, Signal proposes the following:  <u>Evidence:</u> ‘775 Patent, Figs. 1-7; 1:49-2:18; 2:21-58; 3:16-	<u>VWGoA/Bentley:</u> <b>Indefinite</b>  The claim terms fail to inform those skilled in the art of the scope of the claimed invention with reasonable certainty. There is an absence of any intrinsic evidence that would support construction of these terms.  For example, the terms

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	Terms & Claims	Plaintiff’s Position	Defendants’ Positions
		51, 53-60; 4:11-5:9, Claims.  Prosecution history of the ‘775 Patent, e.g. at Response (SIG00001199 – SIG00001210), e.g. p. 16; Notice and Reasons for Allowance (SIG00001213), e.g. p. 5.	“complete message” and “fragment of a complete message” are terms of degree. The patent fails to define the scope of these terms as used in claim 6.

**III. IDENTIFICATION OF MOST SIGNIFICANT TERMS**

**A. Signal’s Statement**

Signal requests that the Court construe only one term: “A level indicative of an empty seat” (‘007 Patent). In view of the large number of additional terms that Defendants continue to maintain should be construed, Signal renews its request that the Court limit the number of claim terms to a reasonable number, not exceeding 21 terms.

**B. Defendants’ Statement**

In total, the defendants have managed to reduce the dispute to 39 contested terms over 7 patents. That is a significant reduction from the original list of more than 120 disputed terms. Thirty-nine disputed terms is reasonable given the number of asserted patents and claims, and the due process rights of disparate and competitor defendants, in separate actions, that make competing products using different technologies from multiple non-party suppliers. Defendants should have the opportunity to brief all of the disputed terms. Indeed, each defendant has narrowed its list of most significant terms to 10 or fewer key terms. For any one given case, this number is within the allotted number under the Court’s Standing Patent Rules.

In many instances, the same term is identified as a key term by multiple



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1 defendants, but because there is no identity of the asserted patents or claims among  
2 the 12 different cases, there are some instances where only one party has identified a  
3 given term as “key.” There are also a few instances where different defendants have  
4 proposed different constructions. This complication—one borne as a natural  
5 consequence of 7 patents being asserted against 12 companies that make dozens of  
6 different accused products—is easily illustrated in the charts provided here for the  
7 Court’s benefit, showing each party’s “key” terms, and also a chart that shows what  
8 terms are being proposed by multiple parties. See Exhibit A.

9       The defendants appreciate that to the extent the Court wishes to coordinate  
10 the claim construction across these unrelated cases, this is a cumbersome exercise.  
11 Thus, to reduce the burden on the Court, defendants propose a pair of alternatives  
12 for the claim construction briefing and hearing, as follows.

13       Regarding the briefing, the defendants propose to jointly submit separate  
14 briefs for each asserted patent. Each joint brief can be limited to 25 pages, except if  
15 a single defendant is proposing an additional term or a different construction than  
16 the other defendants, that defendant will be allowed an additional five pages to  
17 submit its argument. Alternatively, if the Court prefers a single joint brief dealing  
18 with all the patents, and the various claim terms, defendants respectfully ask for 125  
19 pages for the joint briefing plus an additional five pages allotted to each defendant  
20 that elects to propose an additional term or a different construction for any term.

21       Under either proposal, BMWNA and VWGoA/Bentley each request leave to  
22 file 15 page supplemental briefs in which BMWNA and VWGoA/Bentley will each  
23 submit argument on all seven terms and constructions that are specific to BMWNA  
24 (nine terms for VWGoA/Bentley). BMWNA and VWGoA/Bentley will coordinate  
25 with the other Defendants to ensure that BMWNA and VWGoA/Bentley do not  
26 duplicate any material from the joint briefing.

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1 **IV. ANTICIPATED LENGTH OF TIME NECESSARY FOR THE CLAIM**  
2 **CONSTRUCTION HEARING**

3 **A. Signal's Statement**

4 Assuming that the number of claim terms is limited to a reasonable number  
5 not exceeding **21 terms**, Signal does not anticipate needing more than 90 minutes  
6 total for its presentation at the claim construction hearing.

7 **B. Defendants' Statement**

8 As for the hearing, the defendants believe that a full day of hearing is  
9 necessary to cover the key terms that each one of the 12 defendants seek  
10 construction for in their individual cases and to give each defendant the opportunity  
11 to present its arguments to the extent they may differ from the other defendants. To  
12 the extent the Court prefers, the defendants are amenable to dividing the asserted  
13 patents into two groups and breaking that exercise over two consecutive half days.

14  
15 **V. DESCRIPTION OF EXPERT WITNESS PROPOSED TESTIMONY**

16 **A. Signal's Statement**

17 Signal does not intend to call any witnesses at the claim construction hearing.  
18 However, subject to their availability, Signal plans to make its experts Dr. Trevor  
19 Smedley, Dr. Paul Ronney, and Dr. Petros Ioannou available at the hearing to  
20 answer any questions that the Court may have regarding the subject matter of their  
21 declarations and testimony.

22 **B. Defendants' Statement (not including VWGoA and Bentley)**

23 Defendants do not intend to call any witnesses at the claim construction  
24 hearing. However, if the Court wishes for Defendants to make their experts  
25 available to answer questions from the Court during the hearing, Defendants can  
26 endeavor to do so, subject to their availability.

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**C. VWGoA and Bentley Statement**

Defendants VWGoA and Bentley do not plan to call any witnesses at the claim construction hearing, and contend that the resolution of the nine terms identified by them depends only on intrinsic evidence.

Dated: January 30, 2015 LINER LLP

By:           /s/ Ryan E. Hatch            
Ryan E. Hatch  
Jason L. Haas  
Attorneys for Plaintiff SIGNAL IP, INC.

Dated: January 30, 2015 FISH & RICHARDSON P.C.

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Dated: January 30, 2015

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Dated: January 30, 2015

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Dated: January 30, 2015

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Dated: January 30, 2015

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Dated: January 30, 2015

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Dated: January 30, 2015

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GROUP OF AMERICA, INC. and

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Dated: January 30, 2015

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Dated: January 30, 2015

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**SIGNATURE ATTESTATION**

I Ryan E. Hatch, hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filings content and have authorized the filing.

Dated: January 30, 2015

By:           /s/ Ryan E. Hatch            
Ryan E. Hatch