

EXHIBIT 5

Deck, Christopher

From: Alyssa Ruderman <aruderman@princelobel.com>
Sent: Thursday, March 23, 2023 5:33 PM
To: Erickson, Brian; Deck, Christopher; Katsantonis, Chris
Cc: James Hall; Matthew Vella; Robert Gilman; Jonathan DeBlois
Subject: Re: Ozmo v. Dell (6:22-cv-00642): 2023-03-20 Plaintiff's Disclosure of Proposed Constructions

EXTERNAL MESSAGE

Hi Brian,

Thanks again for your time during Tuesday's meet and confer regarding claim construction. The following is a summary of that meet and confer, along with the additional information/clarification Ozmo indicated it would provide to Dell.

The parties agree on the following terms and their respective constructions, as set forth in the exchange of proposed constructions:

- "Configured to agree / can agree / mutually agreeable" (#17)
- "First [wireless] network / second [wireless] network" (#18)
- "Logic for processing data received via the wireless radio circuit" (#19)
- "Logic for generating data to be transmitted by the wireless radio circuit" (#20)
- "Logic for initiating and maintaining wireless network connections..." (#21)
- "Data forwarding logic" (#22)

As to the first two terms in dispute, "WPAN" (#1) and "WLAN" (#2) (and their various iterations in the claims), Dell inquired whether it is Ozmo's position that there is a difference between a WPAN and WLAN. Ozmo confirmed its position that WPAN and WLAN are referring to two different types of networks (a wireless personal area network and a wireless local area network). Dell further inquired whether Ozmo was suggesting that 802.11 is not usable for connecting peripheral devices; Ozmo confirmed that is *not* our position. Ozmo maintains its previously proposed constructions for each of the terms.

Dell clarified their position that the term "802.11x" (#3) is indefinite is because it is unclear whether it's all versions of the 802.11 standard and whether compliance would be required for each version. Ozmo indicated that they believe the plain and ordinary meaning of this term, when read in light of the specification, is well understood by a person of ordinary skill to encompass all versions of the 802.11 standards (see, e.g., '814 at 1:40-41). Dell asked for further clarification then, as it relates to the "partially consistent/compliant" claim element, to which Ozmo indicated its position that the claim language makes clear that the consistency/compliance of the overlay protocol [the second network protocol or the WPAN protocol] is with respect to the underlay protocol [the first network protocol or the WLAN protocol]. As applied in this situation, the following is offered for exemplary purposes only: If the first network protocol is based on 802.11-2012, then the second network protocol will be an overlay protocol that is partially compliant with the 802.11-2012 protocol. Ozmo maintains its position that the term "802.11x" be construed according to its plain and ordinary meaning.

Regarding "protocol" (#4), in an effort to limit the terms in dispute, Ozmo would be willing to accept Dell's proposal of "set of rules" if Dell is willing to agree that that construction is the plain and ordinary meaning of the term.

There was no explicit discussion of the term "overlay protocol" (#5) during the meet and confer. Ozmo maintains its position as to the proposed construction of this term, which is the same construction adopted by Judge Albright in the Acer litigation.

Regarding “partially consistent / compliant” (#6): Dell noted that only one of these iterations explicitly says “not entirely consistent” but that seemed to be what is meant by the claims in all instances and asked how Ozmo arrived at the proposal adopted by Judge Albright in Acer. Ozmo indicated that “conforms to” was meant to reconcile the use of “consistent / compliant” and that “a part, but not the entirety of” went to “partially.” The parties acknowledged that they are not far apart in principle, but Ozmo indicated that we saw no reason to deviate from its proposal which was adopted by Judge Albright. Ozmo maintains its position from the meet and confer.

As to “maintain wireless network connections” and its iterations (#7), Ozmo confirmed its position that plain and ordinary meaning was sufficient. Ozmo maintains its position from the meet and confer.

In discussing Dell’s indefiniteness position with respect to the term “at least partially disable the wireless connection / disable the second connection” (#8), Ozmo indicated that it believed there was specification support for the term indicating the connection may be partially disabled via logic or turning off part of the circuit itself, and that it would provide the citation. That citation is Vleugels I (US 9,036,613) at 15:20-26: “As an example, the PER and COORD may agree on inactivity times, and disable at least part of the logic and/or circuitry at the start of an inactivity time.”

The parties did not explicitly discuss the term “disabling at least a part of the wireless radio circuit following a start of the inactivity time” (#9). Ozmo maintains its position that the term should be construed according to its plain and ordinary meaning.

Dell indicated that the basis for alleging that “the disabling / the at least part is disabled” (#10) is indefinite is based upon a lack of proper antecedent basis when looking back to claim 1. Ozmo indicated that it would look into this further. In response, Ozmo believes that the claim is reasonably clear that the connection is what is subject to disabling given the claim language itself: “wherein the disabling is that less power is consumed by the wireless radio circuit *on the wireless connection* when the at least part is disabled....” Ozmo maintains its position that the term should be construed according to its plain and ordinary meaning.

Regarding each of the alleged MPF terms, generally (Nos. 11-16), Dell asked where Ozmo indicated “and/or algorithm...” whether Ozmo intended to include every permutation. Ozmo indicated it would provide clarification. In response, Ozmo offers the following updated proposed constructions:

- “Logic to coordinate a mutually agreeable inactivity period” (#11):
 - Function: coordinate a mutually agreeable inactivity period
 - Structure: Processing unit 28 and the algorithms set forth at ‘814 patent, 12:20-66, and their equivalents
- “Logic for data forwarding between an originating node that is a node in one of the first and second networks and a destination node that is a node in of the other of the first and second networks, the logic for data forwarding including logic for processing a data packet from the originating node to identify an address of the destination node in the data packet and using that address to transmit data into the second network” (#12):
 - Ozmo maintains its position that the term is not a MPF term and should be construed according to its plain and ordinary meaning (the same as “data forwarding logic” (#22)) and that the claim limitation recites sufficient structure
- “A routing module for receiving a poll request that contains information required to unambiguously identify a station that is a node in the second network, wherein the routing module coordinates retrieval of information from the station” (#13):
 - Function: receiving a poll request that contains information required to unambiguously identify a station that is a node in the second network, wherein the routing module coordinates retrieval of information from the station
 - Structure: Processing unit 28 and the algorithms set forth at ‘814 patent, 7:52-8:11, and their equivalents
- “Logic for uniquely identifying the destination node from data received from the originating node such that the network-enabled hub can use that data to transmit data into the second wireless network” (#14):

- Function: uniquely identifying the destination node from data received from the originating node such that the network-enabled hub can use that data to transmit data into the second wireless network
- Structure: Processing unit 28 and the algorithms set forth at '814 patent, 7:52-8:15, and their equivalents
- “Wherein the network-enabled hub and the device include logic, in one or both of the network-enabled hub and the device, for initiating device discovery by sending broadcast discovery requests on a pre-defined channel” (#15):
 - Ozmo maintains its position that the term is not a MPF term and should be construed according to its plain and ordinary meaning, and that the claim limitation recites sufficient structure.
 - If the term is found to be subject to § 112, ¶ 6, Ozmo offers the following alternative construction:
 - Function: initiating device discovery by sending broadcast discovery requests on a pre-defined channel
 - Structure: Processing unit 28/24 and the algorithms set forth at '814 patent, 13:16-14:27, and their equivalents
- “Wherein the network-enabled hub and the device further include logic, in one or both of the network-enabled hub and the device, for indicating characteristics and/or state of the network-enabled hub and/or device” (#16)
 - Function: indicating characteristics and/or state of the network-enabled hub and/or device
 - Structure: Processing unit 28/24 and the algorithms set forth at 13:38-58, and their equivalents.

With respect to above term #11, Dell indicated that the proposed term for construction should only refer to '814 patent, claim 5 (thus, dropping claim 11), and '991 patent, claims 11-12, 20.

With respect to above terms #15 and #16, Dell indicated its position that the terms were indefinite was based upon the claim language “in one or both of the network-enabled hub and the device” creating ambiguity as to whether it has to be in both or only in one of the devices. Ozmo responded at the time that it believed the specification says when and how, and Dell requested specification cites. Ozmo maintains its position that neither of these terms is indefinite. Further, Ozmo believes the respective proposals above provide Dell with the requested citations.

Thank you,
Alyssa

From: Maria Gillis <mgillis@princelobel.com>

Date: Monday, March 20, 2023 at 3:17 PM

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Subject: Ozmo v. Dell (6:22-cv-00642): 2023-03-20 Plaintiff's Disclosure of Proposed Constructions

Dear Counsel,

Attached please find Plaintiff's Disclosure of Proposed Constructions and Extrinsic Evidence.

Regards,

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