IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

TRANSCEND SHIPPING SYSTEMS, LLC, *Plaintiff*, v. ZIM INTEGRATED SHIPPING SERVICES LTD., *Defendant*.	§ § § § § § § § § §	Case No. 2:21-CV-00108-JRG-RSP

CLAIM CONSTRUCTION ORDER

In this patent case, Transcend Shipping Systems, LLC, asserts twenty-two claims from five patents against ZIM Integrated Shipping Services Ltd. Dkt. No. 30 at 1. The patents, which are related, teach "an apparatus and method for providing shipping information which can be attached to, integrated with, located and/or positioned on, and/or located and/or positioned in, a shipment conveyance device, a pallet, a container, a tote and/or any shipment conveyance structure or apparatus." U.S. Patent 7,253,731 at 1:16–20. The disclosed devices can then "provide location information and/or position information regarding the shipment" to the carrier, sender, and receiver of the shipment. *Id.* at 3:56–61.

The parties dispute the scope of six terms or phrases, with ZIM challenging three of the terms as indefinite. Having considered the parties' briefing, along with arguments of counsel during a February 8, 2022 hearing, the Court resolves the parties' disputes as follows.

I. BACKGROUND

Transcend asserts claims from U.S. Patent Nos. 7,253,731, 7,482,920, 9,847,029, 10,181,109, and 10,796,268, which are from the same family and share the same disclosure. *See* '268 Patent at [63]. Generally, the patents teach integrating computer and communications

hardware with shipping containers or devices. For example, the patents disclose both a shipping pallet and container into which has been integrated a "shipment conveyance device computer." '731 Patent Fig. 3, Fig. 4. That computer includes hardware that allows it to execute software instructions, store data, determine its whereabouts, and communicate with other devices to provide information about its location and condition. *Id.* Fig. 2; *see also id.* at [57] (noting the apparatus includes a processing device that "generates a message containing information regarding the position or location of the shipment conveyance device . . . and a transmitter [that] transmits the message to a communication device").

Each of the claims at issue concerns an apparatus that includes a shipment conveyance device, a global positioning device, a processing device or processor, and a transmitter. For example, Claim 1 of the '731 Patent, which is representative of the other claims at issue, recites:

> 1. An apparatus, comprising:
>
> a shipment conveyance device, wherein the shipment conveyance device is associated with a shipment, and further wherein the shipment conveyance device is at least one of a shipping container, a pallet, and a tote;
>
> . . .
>
> a global positioning device, wherein the global positioning device is located in, on, or at, the shipment conveyance device, and further wherein the global positioning device determines a position or location of the shipment conveyance device;
>
> a processing device, wherein the processing device processes at least one of information regarding the shipment and information regarding the shipment conveyance device in response to an occurrence of an event or in response to a request for information regarding the shipment or the shipment conveyance device, wherein the processing device generates a message containing information regarding the position or location of the shipment or the shipment conveyance device and information regarding at least one of the occurrence of an event, a status of the shipment, a shipment temperature, and an impact or force on the shipment conveyance device; and
>
> a transmitter, wherein the transmitter is located in, on, or at, the

> shipment conveyance device, wherein the transmitter transmits the message to a communication device associated with at least one an individual or entity, a sender of the shipment, a receiver of the shipment, a carrier of the shipment, and an individual or entity authorized to receive information regarding the shipment or the shipment conveyance device.

'731 Patent at 23:50–24:26.

The parties dispute the scope of six terms or phrases. ZIM challenges three of the terms as indefinite.

II. LEGAL STANDARDS

A. Generally

"The claims of a patent define the invention to which the patentee is entitled the right to exclude.'" *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (en banc) (quoting *Innova/Pure-Water, Inc. v. Safari Water Filtration Sys., Inc.*, 381 F.3d 1111, 1115 (Fed. Cir. 2004)). As such, if the parties dispute the scope of the claims, the court must determine their meaning. *See, e.g.*, *Verizon Servs. Corp. v. Vonage Holdings Corp.*, 503 F.3d 1295, 1317 (Fed. Cir. 2007); *see also Markman v. Westview Instruments, Inc.*, 517 U.S. 370, 390 (1996), *aff'g*, 52 F.3d 967, 976 (Fed. Cir. 1995) (en banc).

Claim construction, however, "is not an obligatory exercise in redundancy." *U.S. Surgical Corp. v. Ethicon, Inc.*, 103 F.3d 1554, 1568 (Fed. Cir. 1997). Rather, "claim construction is a matter of [resolving] disputed meanings and technical scope, to clarify and when necessary to explain what the patentee covered by the claims . . . ." *Id.* A court need not "repeat or restate every claim term in order to comply with the ruling that claim construction is for the court." *Id.*

When construing claims, "there is a heavy presumption that claim terms are to be given their ordinary and customary meaning." *Aventis Pharm. Inc. v. Amino Chems. Ltd.*, 715 F.3d 1363, 1373 (Fed. Cir. 2013) (citing *Phillips*, 415 F.3d at 1312–13). Courts must therefore "look to the

words of the claims themselves . . . to define the scope of the patented invention." *Id.* (citations omitted). "The ordinary and customary meaning of a claim term is the meaning that the term would have to a person of ordinary skill in the art in question at the time of the invention, i.e., as of the effective filing date of the patent application." *Phillips*, 415 F.3d at 1313. This "person of ordinary skill in the art is deemed to read the claim term not only in the context of the particular claim in which the disputed term appears, but in the context of the entire patent, including the specification." *Id.*

Intrinsic evidence is the primary resource for claim construction. *See Power-One, Inc. v. Artesyn Techs., Inc.*, 599 F.3d 1343, 1348 (Fed. Cir. 2010) (citing *Phillips*, 415 F.3d at 1312). For certain claim terms, "the ordinary meaning of claim language as understood by a person of skill in the art may be readily apparent even to lay judges, and claim construction in such cases involves little more than the application of the widely accepted meaning of commonly understood words." *Phillips*, 415 F.3d at 1314; *see also Medrad, Inc. v. MRI Devices Corp.*, 401 F.3d 1313, 1319 (Fed. Cir. 2005) ("We cannot look at the ordinary meaning of the term . . . in a vacuum. Rather, we must look at the ordinary meaning in the context of the written description and the prosecution history."). But for claim terms with less-apparent meanings, courts consider "'those sources available to the public that show what a person of skill in the art would have understood disputed claim language to mean[,] [including] the words of the claims themselves, the remainder of the specification, the prosecution history, and extrinsic evidence concerning relevant scientific principles, the meaning of technical terms, and the state of the art.'" *Phillips*, 415 F.3d at 1314 (quoting *Innova*, 381 F.3d at 1116).

B. Indefiniteness

"A patent is invalid for indefiniteness if its claims, read in light of the specification

delineating the patent, and the prosecution history, fail to inform, with reasonable certainty, those skilled in the art about the scope of the invention." *Nautilus, Inc. v. Biosig Instruments, Inc*., 572 U.S. 898, 901 (2014). "A patent must be precise enough to afford clear notice of what is claimed," but that consideration must be made while accounting for the inherent limitations of language. *Id.* at 908–09. "Indefiniteness must be proven by clear and convincing evidence." *Sonix Tech. Co. v. Publ'ns Int'l, Ltd.*, 844 F.3d 1370, 1377 (Fed. Cir. 2017).

III. THE LEVEL OF ORDINARY SKILL IN THE ART

The level of ordinary skill in the art is the skill level of a hypothetical person who is presumed to have known the relevant art at the time of the invention. *In re GPAC*, 57 F.3d 1573, 1579 (Fed. Cir. 1995). In resolving the appropriate level of ordinary skill, courts consider the types of and solutions to problems encountered in the art, the speed of innovation, the sophistication of the technology, and the education of workers active in the field. *Id.* Importantly, "a person of ordinary skill in the art is also a person of ordinary creativity, not an automaton." *KSR Int'l Co. v. Teleflex Inc.*, 550 U.S. 398, 421 (2007).

Here, however, neither party proffers a level of ordinary skill for claim-construction analysis.

IV. THE DISPUTED TERMS

A. "receiver" ('731 Patent, Claim 1; '920 Patent, Claim 1; '029 Patent, Claim 2; '109 Patent, Claim 1; '268 Patent, Claim 1)

Transcend's Construction	ZIM's Construction
Plain and ordinary meaning	Indefinite

Of the five claims challenged on this term, three recite "a receiver of the shipment" or "a receiver of the shipment conveyance device." '731 Patent at 23:55–67; '920 at 23:62–63; '029 Patent at 24:57–58. The other two claims require "a receiver" and "a processor [that] generates a

message in response . . . to a request for information regarding the shipment conveyance device, wherein the request for information is automatically received by the receiver." '109 Patent at 24:3–24; *see also* '268 Patent at 24:21–23.

ZIM contends this term is indefinite because the specification provides competing meanings for the term. To start, it stresses that the specification describes "receiver" as referring to "any receivers, receiving entities, customers, clients, individuals, entities, and/or other like entities, or the employees or agents of same, who or which receive any of the herein-described goods, products, and/or services, which are described herein as being shipped or sent by any of the herein-described senders or sending entities." Dkt. No. 32 at 6 (quoting '731 Patent at 8:57–64). Elsewhere, notes ZIM, the specification refers to a "receiver" as a communications device that is part of the shipment conveyance device. *Id.* at 6 (quoting '731 Patent at 11:38–44). To compound the problem, at least from ZIM's perspective, the specification suggests a "receiver entity" might also have a "receiver." *Id.* at 6–7. Because of these allegedly conflicting meanings, ZIM asserts a skilled artisan would not understand with reasonable certainty which of the meanings applies in the claims. *Id.* at 9–11.

ZIM's position, however, is not persuasive, because the language surrounding the disputed term in each challenged claim provides context as to its meaning in that claim. For example, the language surrounding "receiver of a shipment" in Claim 1 of the '731 Patent clearly indicates the "receiver" is the person or entity to whom the shipment has been sent. *See* '731 Patent at 24:19–26 (reciting that the transmitter sends the message to "a communication device associated with at least one [of] an individual or entity, a sender of the shipment, a receiver of the shipment, a carrier of the shipment, and an individual or entity authorized to receive information regarding the shipment"); *see also* '920 Patent at 23:58–67 (similar); '029 Patent at 24:53–59 (similar). A skilled

artisan would not understand "receiver of a shipment" in this context—that is, listed among "individual," "entity," "sender," and "carrier," and distinct from the "communication device" to which the message is sent—as referring to communications hardware. Similarly, the language of Claim 1 of the '109 Patent makes clear the "receiver" is a communication device. '109 Patent at 24:3–24 (reciting, as an element of the claim, "a receiver" along with "a global positioning device," "a processor," and "a transmitter," and omitting language directed to individuals, entities, carriers, or senders).

Citing *TVnGO Ltd. (BVI) v. LG Elecs. Inc.*, 861 F. App'x 453 (Fed. Cir. 2021), ZIM contends these contradictions in usage prevent reasonable certainty by a skilled artisan as to the meaning of the term. Dkt. No. 32 at 12–13. In *TVnGO*, the independent claims described an "overlay activation criterion" as a type of digital data provided "over the Internet" and "transmitted to the user's premises." *TVnGO*, 861 F. App'x at 459. The dependent claims, however, required the "overlay activation criterion" to include "user command information," suggesting the criterion can come from a user's premises via a remote control. *Id.* Thus, unlike here, *TVnGO* concerned a clear contradiction in the claims—the source of the "overlay activation criterion"—and resolving the issue did not turn on a skilled artisan's understanding of one word used in multiple contexts.

ZIM also cites *Teva Pharms. USA, Inc. v. Sandoz, Inc.*, 789 F.3d 1335 (Fed. Cir. 2015), suggesting it stands for the proposition that a skilled artisan necessarily lacks reasonable certainty when a patentee assigns multiple meanings to a single claim term. Dkt. No. 32 at 3, 10. But the *Teva* court made no such holding. Rather, the parties in *Teva* agreed that the term in question, "molecular weight," could refer to one of three different measures, each of which is calculated in a different way. *Teva*, 789 F.3d at 1341. The claims did not indicate which measure to use, the specification never defined molecular weight or mentioned the three measures of it, and the term

"average molecular weight" did not have a plain meaning to a skilled artisan. *Id.* at 1343–44. Thus, the issue was not whether "molecular weight" had different meanings in different claims, but which of the three measures should be used.

ZIM must show indefiniteness by clear and convincing evidence, but it has not done so here. The meaning of the term is clear from its contextual use in the various claims, including when "receiver" is followed by "of a shipment" or "of a shipment conveyance device." Moreover, ZIM's argument lacks any suggestion as to the appropriate level of skill in the art for analysis and, for that matter, any analysis whatsoever from a skilled artisan's perspective. Accordingly, the Court concludes ZIM has not carried its burden. Therefore, the Court construes "receiver of a shipment [conveyance device]" in Claim 1 of the '731 Patent, Claim 1 of the '920 Patent, and Claim 2 of the '029 Patent as "**the person or entity to whom the shipment [conveyance device] was sent**" and construes "receiver" in Claim 1 of the '109 Patent and Claim 1 of the '268 Patent as "**communications receiver**."

B. "request for information . . . is automatically received by the receiver" ('109 Patent, Claim 1; '268 Patent, Claim 1)

Transcend's Construction	ZIM's Construction
Plain and ordinary meaning	Indefinite

This phrase is associated with the recitation of "a processor." Specifically, Claim 1 of the '268 Patent recites:

> a processor, wherein the processor generates a message in response to an occurrence of an event, or in response to a request for information regarding the shipment conveyance device which is *automatically received by a receiver*, wherein the message contains information regarding a shipment of the shipment conveyance device[.]

'268 Patent at 24:19–25; *see also* '109 Patent at 24:12–18. Noting the specification does not use

the term "automatically," ZIM contends the intrinsic record does not explain what it means for a receiver to "automatically receive a request for information." Dkt. No. 32 at 15. ZIM, however, offers no argument or evidence as to how a skilled artisan would understand the phrase in the context of the specification.

This term will be given its **plain and ordinary meaning**. ZIM fails to define a skilled artisan, much less explain how one would have difficulty understanding the scope of this phrase, which comprises words with widely accepted meanings. Thus, ZIM has not carried its burden of showing indefiniteness by clear and convincing evidence.

C. "shipment conveyance device" ('731 Patent, Claims 1, 5; '920 Patent, Claims 1, 5, 9; '029 Patent, Claims 2, 12, 15; '109 Patent, Claims 1, 8, 10; '268 Patent, Claims 1, 8, 10)

Transcend's Construction	ZIM's Construction
"a container or structure adapted to contain a shipment and also adapted to be transported as cargo on vehicles or vessels"	"any shipment conveyance structures or apparatuses of any size, kind, or type, including cargo containers, pallets, containers, refrigerated containers, railroad containers, tractor trailer containers, air freight containers, marine vessel shipment containers, totes, boxes, envelopes, bags, canvas bags, luggage, or baggage"

Each of the claims requires "a shipment conveyance device" that is further limited to a shipping container, a pallet, a piece of luggage, or a tote. '731 Patent at 23:51–54 ("wherein the shipment conveyance device is at least one of a shipping container, a pallet, and a tote"); '920 Patent at 23:26–28 ("wherein the shipment conveyance device is a shipping container, a pallet, a piece of luggage, or a tote"); '029 Patent at 24:37–69 ("wherein the shipment conveyance device is a shipping container, a pallet, or a piece of luggage"); '109 Patent at 24:3–5 (same); '268 Patent at 24:11–13 (same).

In their briefing, the parties dispute whether this term includes vehicles and vessels, including airplanes and aircraft. *See* Dkt. No. 32 at 17 (suggesting "Transcend's proposal excludes

airplanes, aircraft, and tractor trailer containers, which are explicitly included by the specification as being within the scope of the invention"). ZIM suggests it does, relying on an alleged definition of the term found in the specification. Dkt. No. 32 at 16–17 (citing '731 Patent at 8:29–36). Transcend argues the device cannot be part of the vehicle or vessel that ultimately transports it. Dkt. No. 30 at 10.

Given the further narrowing of the term in each of the claims, the Court need not resolve these questions. ZIM acknowledged as much during the hearing. Accordingly, the Court construes:

- "shipment conveyance device" in Claims 1 and 5 of the '731 Patent as "**a shipping container, a pallet, or a tote**";
- "shipment conveyance device" in Claims 1, 5, and 9 of the '920 Patent as "**a shipping container, a pallet, or a tote**"; and
- "shipment conveyance device" in Claims 2, 12, and 15 of the '029 Patent, Claims 1, 8, and 10 of the '109 Patent, and Claims 1, 8, and 10 of the '268 Patent as "**a shipping container, a pallet, or a piece of luggage**."

D. "processing device" ('731 Patent, Claim 1; '920 Patent, Claim 1); "processor" ('029 Patent, Claim 2; '109 Patent, Claim 1, '268 Patent, Claim 1)

Transcend's Construction	ZIM's Construction
Plain and ordinary meaning. Alternatively, "a processor programmed to process information regarding the shipment and/or the shipment conveyance device in response to an occurrence of an event or a request for information regarding the shipment or the shipment conveyance device"	"a device, including a CPU or microprocessor, that processes information"

Transcend contends the term need not be construed, but proposes an alternative construction "if the Court would believe that claim construction is required." Dkt. No. 30 at 15. ZIM criticizes Transcend's proposed construction as importing limitations into the claims and requiring a specialized processor.

The Court agrees with ZIM that Transcend's alternative construction is not appropriate. The parties agree that "processor" and "processing device" refer to a computer processor. But a skilled artisan would not understand a processor to be inherently programmed as Transcend suggests. Moreover, the claims themselves limit the processor. The Court adopts ZIM's construction and construes each of these terms as "**a device, including a CPU or microprocessor, that processes information**."

E. "global positioning device" ('731 Patent, Claim 1; '920 Patent, Claim 1; '029 Patent, Claim 2; '109 Patent, Claim 1; '268 Patent, Claim 1)

Transcend's Construction	ZIM's Construction
Plain and ordinary meaning. Alternatively, "a device that utilizes the Global Positioning System to determine a position or location"	"a device which determines a position or location"

Transcend contends this term should have its plain and ordinary meaning, which it suggests is limited to a device that uses the Global Positioning System, one specific embodiment of a global navigation satellite system (GNSS). ZIM, however, contends the patentee defined "global positioning device" "to mean any device that can 'determine the position and/or location of the shipment conveyance device.'" Dkt. No. 32 at 22. ZIM points to excerpts from the abstract and specification. *Id.* (citing '731 Patent at [57] ("An apparatus, including . . . a global positioning device, located at the shipment conveyance device, which determines a position or location of the shipment conveyance device . . . ."); *id.* at 3:22–25 ("The shipment conveyance device computer can also include a global positioning device which can be utilized [to] determine the position and/or location of the shipment conveyance device computer."); *id.* at 12:42–45 ("The database 20H can also contain position information, location information, digitized map data and/or information, and/or any other information which can be utilized by, or in conjunction with, the

global positioning device 201."); *id.* at 14:40–43 (explaining the shipment conveyance device computer can also include a global positioning device to "determine the position and/or location of the shipment conveyance device computer.").

The Court rejects both parties' constructions. ZIM's construction is too broad, and the excerpts on which ZIM relies do not meet the exacting standards for lexicography. *See GE Lighting Sols., LLC, v. AgiLight, Inc.*, 750 F.3d 1304, 1309 (Fed. Cir. 2014) ("The standards for finding lexicography . . . are exacting" and require the patentee to "'clearly express an intent to define the term.'" (quoting *SciMed Life Sys. Inc. v. Advanced Cardiovascular Sys., Inc.*, 242 F.3d 1337, 1341 (Fed. Cir. 2001)). Moreover, "global positioning" has a specific connotation to those in the field of communications as relating to satellite-based positioning systems.

On the other hand, Transcend's alternative construction is too narrow because it refers to one embodiment of a GNSS, and nothing in the specification suggests the patentee intended to so limit the scope of the term. The specification uses "global positioning system" once, but that use does not suggest the applicant intended to refer to "the Global Positioning System" owned by the United States government.[1] *See* '731 Patent at 5:43–46 (noting "[i]t is another object [to provide] shipment information which can be utilized in conjunction with a global positioning system"—not "the Global Positioning System"). Accordingly, the Court construes "global positioning device" as "**a device that uses signals from satellites to determine its position or location**."

[1] At the hearing, ZIM did not provide examples of systems or devices for determining global position that do *not* rely on satellite signals. The Court takes judicial notice of the following: (1) the only systems or devices that determine position on a global basis are spaced-based systems; (2) "global navigation satellite system" (GNSS) is a general term describing any satellite constellation that provides positioning, navigation, and timing services on a global or regional basis; (3) the GPS is the most prevalent GNSS; and (4) the GPS is a U.S.-owned utility. *See* GPS.gov: Other Global Navigation Systems (GNSS), https://www.gps.gov/systems/gnss/ (last visited Feb. 20, 2022); GPS.gov: GPS Overview, https://www.gps.gov/systems/gps/ (last visited Feb. 20, 2022).

F. "event" ('731 Patent, Claims 1, 9, 11; '920 Patent, Claims 1, 9, 11; '029 Patent, Claims 2, 15; '268 Patent, Claims 1, 10; '109 Patent, Claims 1, 10)

Transcend's Construction	ZIM's Construction
"an occurrence related to a shipment"	"any change of status related to the shipment" ZIM contends "the event" as used in Claims 1 and 10 of the '109 Patent.

1. Construction of "Event"

The parties agree this term is somehow "related to a shipment." With its construction, ZIM purports to simplify the list of processing events itemized in column 22, lines 27–42. Dkt. No. 32 at 25–26. Transcend, however, contends the patentee defined the term as "an occurrence relating to the shipment" with this language:

> The status messages can be generated and transmitted to the respective carrier computer 30, the sender computer(s) 40, the receiver computer(s) 50, and/or the central processing computer(s) 60, at pre-designated time intervals, and/or upon the occurrence of *a pre-specified event (i.e. a stop made by the carrier, an impact during an accident, an unusual stopping period, a shipment temperature change, and/or any other event or occurrence relating to the shipment).*

Dkt. No. 34 at 7 (quoting '731 Patent at 18:23–31 (emphasis by Transcend)).

The Court rejects ZIM's construction as too narrow because the ordinary meaning of "event" is broader than "status change." The Court also rejects Transcend's lexicographical argument because the patentee did not clearly set forth a definition for "event." *See GE Lighting Sols., LLC*, 750 F.3d 1304, 1309 (Fed. Cir. 2014) (noting that "[t]o act as its own lexicographer, a patentee must 'clearly set forth a definition of the disputed claim term'"). That said, the passage on which Transend relies does inform the proper construction of the term by explaining an "event" can be any "event or occurrence." Here, "event" is not limited to those enumerated in the specification, nor is there any suggestion the event is limited only to those that are important. Thus, the Court construes "event" as "**an occurrence relating to the shipment.**"

2. ZIM's indefiniteness challenge ('109 Patent, Claims 1, 10)

Claim 1 of the '109 Patent requires "a processor [that] generates a message in response to an occurrence of *the event*," but lacks any earlier reference to "an event" in the claims. In addition, says ZIM, "the specification refers to three types of events: "processing" events, "pre-specified" events, and "other" events. Dkt. No. 32 at 29 (citing '109 Patent at 4:27–28, 18:45, 18:48). According to ZIM, the lack of both antecedent basis and reasonable certainty as to which type of event the claim refers renders the term indefinite in these claims.

"When the meaning of the claim would reasonably be understood by persons of ordinary skill when read in light of the specification, the claim is not subject to invalidity upon departure from the protocol of 'antecedent basis.'" *Energizer Holdings, Inc. v. I.T.C.*, 435 F.3d 1366, 1370 (Fed. Cir. 2006). The Court must therefore decide whether this claim, considered in the context of the specification and despite the lack of explicit antecedent basis, has a reasonably ascertainable meaning to a skilled artisan. *See id.* at 1370. This argument would not exist if Claim 1 referred to "an event." Instead, it reads "an occurrence of the event." That it doesn't recite "an" occurrence of "an" event does not render it indefinite. Dependent Claim 10 simply refers back to "the event" claimed in independent Claim 1 and adds a further limitation.

Applying these principles here, ZIM suggests "the event" must refer to one of the types of events described in the specification. To the contrary, the claim recites an "event," and there is no requirement to further limit its scope absent proper application of established claim-construction principles. Furthermore, there are not multiple events (e.g., a "first event" and "second event") in the claim, so there is no uncertainty as to what "the event" refers. This term in these claims is not indefinite.

V. CONCLUSION

Term	The Court's Construction
"receiver of a shipment" / "receiver of a shipment conveyance device" ('731 Patent, Claim 1; '920 Patent, Claim 1, '029 Patent, Claim 2)	"the person or entity to whom the shipment was sent"
"receiver" ('109 Patent, Claim 1; '268 Patent, Claim 1)	"communications receiver"
"request for information . . . is automatically received by the receiver" ('109 Patent, Claim 1; '268 Patent, Claim 1)	Plain and ordinary meaning.
"shipment conveyance device" ('731 Patent, Claims 1, 5)	"a shipping container, a pallet, or a tote"
"shipment conveyance device" ('920 Patent, Claims 1, 5, 9)	"a shipping container, a pallet, a piece of luggage, or a tote"
"shipment conveyance device" ('029 Patent, Claims 2, 12, 15; '109 Patent, Claims 1, 8, 10; '268 Patent, Claims 1, 8, 10)	"a shipping container, a pallet, or a piece of luggage"
"processing device" ('731 Patent, Claim 1; '920 Patent, Claim 1) "processor" ('029 Patent, Claim 2; '109 Patent, Claim 1; '268 Patent, Claim 1)	"a device, including a CPU or microprocessor, that processing information"
"global positioning device" ('731 Patent, Claim 1; '920 Patent, Claim 1; '029 Patent, Claim 2; '109 Patent, Claim 1; '268 Patent, Claim 1)	"a device that uses signals from satellites to determine its position or location"
"event" ('731 Patent, Claims 1, 9, 11; '920 Patent, Claims 1, 9, 11; '029 Patent, Claims 2, 15; '268 Patent, Claims 1, 10; '109 Patent, Claims 1, 10)	"an occurrence relating to the shipment" (The term is not indefinite in Claims 1 and 10 of the '109 Patent).

The Court **ORDERS** each party not to refer, directly or indirectly, to its own or any other party's claim construction positions in the presence of the jury. Likewise, the Court **ORDERS** the parties to refrain from mentioning any part of this opinion, other than the actual positions adopted by the Court, in the presence of the jury. Neither party may take a position before the jury that contradicts the Court's reasoning in this opinion. Any reference to claim construction proceedings is limited to informing the jury of the positions adopted by the Court.

SIGNED this 8th day of March, 2022.

ROY S. PAYNE
UNITED STATES MAGISTRATE JUDGE