No. 16-2741
(Consolidated with Nos. 16-2742, 16-2743, and 16-2744)

In the
United States Court of Appeals
for the Federal Circuit

PARALLEL NETWORKS, LLC,

Appellant,

v.

RELOADED GAMES, INC.,
KOG GAMES, INC.,
SG INTERACTIVE, INC., and
BLIZZARD ENTERTAINMENT, INC.,

Appellees.

APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE
CASE NO. 13-CV-00828 AND RELATED CASES NOS. 13-CV-00178, 13-CV-00826, 13-CV-00827
DISTRICT JUDGE RICHARD G. ANDREWS

REPLY BRIEF OF APPELLANT

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Dated: May 26, 2017

FORM 9. Certificate of Interest **Form 9 Rev. 03/16**

UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT

Parallel Networks, LLC **v.** SG Interactive, Inc., Blizzard Entertainment, Inc

Case No. 16-2741, 2742, 2743, 2744

CERTIFICATE OF INTEREST

Counsel for the:
☐ (petitioner) ☒ (appellant) ☐ (respondent) ☐ (appellee) ☐ (amicus) ☐ (name of party)

Parallel Networks, LLC

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Parallel Networks, LLC	n/a	None

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Adam W. Poff, James M. Lennon, Monte T. Squire, and Gregory J. Brodzik from Young Conaway Stargatt & Taylor, LLP; and Brian A. Carpenter, Eric W. Buether, Christopher M. Joe, and Michael D. Ricketts of Buether Joe & Carpenter, LLC

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ARGUMENT

In its opening brief, Parallel Networks showed that the district court erred both in construing the scope and meaning of the asserted patent claims, and in comparing the construed claims to Defendants' systems. Defendants have failed to rebut that showing.

I. Defendants Cannot Refute that the District Court's Claim Construction Is Wrong.

In their opposition brief, Defendants make no argument that if the plain and ordinary meaning of the Reallocation Limitation controls, they should win. Instead, they focus on avoiding that plain and ordinary meaning. They argue that the district court did not err when it imported the "portions" concept from the specification into the construed claims, because the district court was merely relying on intrinsic evidence. But the preconditions necessary for reliance on intrinsic evidence are absent here. Moreover, the intrinsic evidence itself—even the very intrinsic evidence Defendants cite—lays bare the flaws in the district court's analysis.

Claims 1 and 15 of the '145 Patent allow for "re-allocating/re-allocate the cache storage of the content among the peers in the cache community." '145 Patent Claims 1 & 15. In its construction of the Reallocation Limitation, the district court did two simple but erroneous things: it improperly

imported the word (and concept) "portions," and it rearranged the words, changing the syntax and meaning. Both are reversible error, and Defendants cannot justify either.

A. The Mere Existence of a Dispute Regarding Construction Does Not Mean that the Plain and Ordinary Meaning Is Insufficient.

In its opening brief, Parallel Networks explained that the Reallocating Limitation should be construed according to its plain and ordinary meaning. Opening Br. at 23-26. In response, Defendants argue that the district court was required to look past plain and ordinary meaning because the parties disputed the scope of the limitation. Defs.' Br. at 26-27. But Defendants cannot sidestep the plain and ordinary meaning of a limitation merely by manufacturing a dispute as to its scope.

As this Court has held, "[w]hile the court must resolve actual disputes regarding the proper scope of a claim term, restating a settled argument does not create an actual dispute within the meaning of *O2 Micro*." *Summit 6, LLC v. Samsung Elecs. Co.*, 802 F.3d 1283, 1291 (Fed. Cir. 2015) (internal citations omitted) (citing *O2 Micro Int'l Ltd. v. Beyond Innovation Tech. Co., Ltd.*, 521 F.3d 1351 (Fed. Cir. 2008); *Finjan, Inc. v. Secure Computing Corp.*, 626 F.3d 1197, 1207 (Fed. Cir. 2010)). Defendants attempt to distinguish *Summit 6* on the basis that there, the district court rejected the defendant's argument about

the scope of a disputed term because it was "straightforward." Defs.' Br. at 28. That is not a distinction—it is question-begging. To distinguish *Summit 6*, Defendants ask the Court to first assume that the district court here was correct that it could not rely on ordinary language. Contrary to Defendants' argument, *Summit 6* is, in fact, directly on point.

Claim terms are generally given their ordinary and customary meaning. *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312-13 (Fed. Cir. 2005). There are two exceptions to this bedrock principle of claim construction. "The first is when a patentee acts as his own lexicographer. The second is when the patentee disavows the full scope of the claim term in the specification or during prosecution." *Poly-America, LP v. API Indus., Inc.*, 839 F.3d 1131, 1136 (Fed. Cir. 2016) (citing *Hill-Rom Servs. v. Stryker Corp.*, 755 F.3d 1367, 1371 (Fed. Cir. 2014)) (internal citations omitted).

Defendants cite *Trustees of Columbia University v. Symantec Corp.*, 811 F.3d 1359 (Fed. Cir. 2016) for the proposition that a claim term may be redefined by specifications even without an express disavowal of the full scope of the claim. Defs.' Br. at 29-30. But that is true only in very limited circumstances: "[f]or example, an inventor may disavow claims lacking a particular feature when the specification describes 'the present invention' as having that feature." *Poly-America*, 839 F.3d at 1136. Even after *Trustees of*

Columbia University, "the standard for disavowal is exacting, requiring clear and unequivocal evidence that the claimed invention includes or does not include a particular feature. Ambiguous language cannot support disavowal." *Id*. (citing *Openwave Sys., Inc. v. Apple Inc.*, 808 F.3d 509, 513-14 (Fed. Cir. 2015); *Omega Eng'g, Inc. v. Raytek Corp.*, 334 F.3d 1314, 1323-24 (Fed. Cir. 2003); *Schindler Elevator Corp. v. Otis Elevator Co.*, 593 F.3d 1275, 1285 (Fed. Cir. 2010)) (internal citations omitted).

Nothing in the district court's decision, nothing in Defendants' brief, and nothing in the '145 Patent itself suggest that such "clear and unequivocal evidence" of disavowal of claim scope was present here. Instead, what the district court did was just a run-of-the-mill error of law: it read a limitation from a specification into the claims themselves. *See*, *e.g.*, *SciMed Life Sys., Inc. v. Adv. Cardiovascular Sys., Inc.*, 242 F.3d 1337, 1340 (Fed. Cir. 2001) ("one of the cardinal sins of patent law [is] reading a limitation from the written description into the claims").

Blizzard cites *Sci-Med* for the proposition that a patent specification can be read to limit the scope of the patent's claims. While Blizzard correctly states a broad legal concept, its application to the facts of this case is erroneous.

In *Sci-Med*, the defendant produced a dual lumen catheter, which the plaintiff alleged infringed its catheter patents. This Court had to decide whether the plaintiff's patents were limited to coaxial lumen catheters or were broad enough to include the defendant's dual lumen catheters. This Court affirmed a construction limiting the patents' claims to catheters employing only the coaxial lumen structure, concluding that the plaintiff's argument was "particularly unconvincing" because the plaintiff's patent said the coaxial lumen structure was "the basic sleeve structure for *all embodiments* of the present invention *contemplated and disclosed herein*." *Sci-Med*, 242 F.3d at 1344 (emphasis added). That statement in the patent was a clear disclaimer of the dual lumen structure which, absent such a disclaimer, would have fallen within the scope of the claim language. *Id*.; *see also Liebel-Flarsheim Co. v. Medrad, Inc.*, 358 F.3d 898, 906 (Fed. Cir. 2004) ("We reached that conclusion based on an explicit disclaimer of the side-by-side structure, not the mere absence of any reference to that structure in the specification.")

The '145 Patent contains no such implied or explicit disclaimer of the ordering component of the construed claims. Without an explicit disclaimer, the district court could not rely on "the mere absence of any reference" to an ordering component in the '145 Patent's claim to impose such a restrictive

definition. Yet, the District Court did just that and committed reversible error in doing so.

B. Both the Plain and Ordinary Meaning and the Intrinsic Evidence Demonstrate that the District Court's Construction Was Incorrect.

The district court incorrectly construed the Reallocation Limitation by introducing the concept of "portions." Moreover, the district court fundamentally changed the meaning of the Reallocation Limitation by rearranging the words, and the limitation's grammatical structure.

For example, in the Reallocation Limitation as drafted, "cache storage" is the direct object. That is, "cache storage" is the thing being reallocated. The "content" is part of a prepositional phrase modifying "cache storage." In the district court's construction, "portions" becomes the direct object, itself now modified by "content." "[C]ache storage" is relegated to the end, as an afterthought. That is a critical distinction: in the Reallocation Limitation, the cache storage is being reallocated; in the construction, the *portions of content* are being reallocated.

Those are two very different concepts. In fact, the claims themselves highlight that distinction. For instance, Claim 29 teaches a "method for … ***providing content for cache storage re-allocation*** to peers in the peer list in response to joining the selected one of the communities." '145 Patent at 31:9-

11 (emphasis added). The '145 Patent clearly teaches that content and the cache storage for that content are distinct. The Reallocation Limitation is about reallocating the latter, not the former. But the district court substituted the former for the latter, and then added its "portions" limitation on top.

Defendants attempt to justify the insertion of "portions" into the Reallocation Limitation by pointing to intrinsic evidence, both in the prosecution history and in the specification. In fact, that evidence cuts against Defendants' position.

The specification teaches that in some circumstances, a peer can, in fact, cache 100% of the content available to the cache community. For example, the '145 Patent teaches that "[w]hen in the aggressive mode, ***cache module 26 caches all content*** unless the content has been explicitly marked as non-cacheable." '145 Patent at 10:55-58 (emphasis added). That cannot be squared with the district court's construction.

Stated another way, the district court's claim construction fails to define the Reallocation Limitation broadly enough to encompass the scenario described in the specification. That means the district court's construction was erroneous. *See*, *e.g.*, *Rexnord Corp. v. Laitram Corp.*, 274 F.3d 1336, 1343 (Fed. Cir. 2001) (if the intrinsic record supports several definitions of a term, the term should be construed to encompass *all* such consistent meanings).

Nor did the district court account for the fact that the '145 Patent teaches that Swarms can build redundancy—and that such redundancy can result in a peer caching 100% of available content. After a new peer joins the Swarm, the modules "renegotiate cache shares." '145 Patent at 15:54. But "a secondary distribution may optionally be negotiated [at the same time]. For increased reliability, cache modules 26 may be configured to negotiate the secondary distribution." *Id*. at 15:58-60. And even greater redundancy is permitted:

> In addition, tertiary and further distributions may be negotiated to provide multiple layers of backup within cache communities 15, 18 and 100 at step 304. The determination of how many layers of backup to provide may be based on the reliability of clients 12, 54 (FIG. 1), 102, 104 and 106 (FIG. 2), the delay associated with checking backup cache modules 26 versus the delay associated with retrieving the data from origin server 19, bandwidth considerations with community 15, 18 or 100 and other criteria.

'145 Patent at 16:26-34.

The reference in that passage to Figure 2 is critical. In that drawing, there are three peers (102, 104 and 106) in the Swarm:

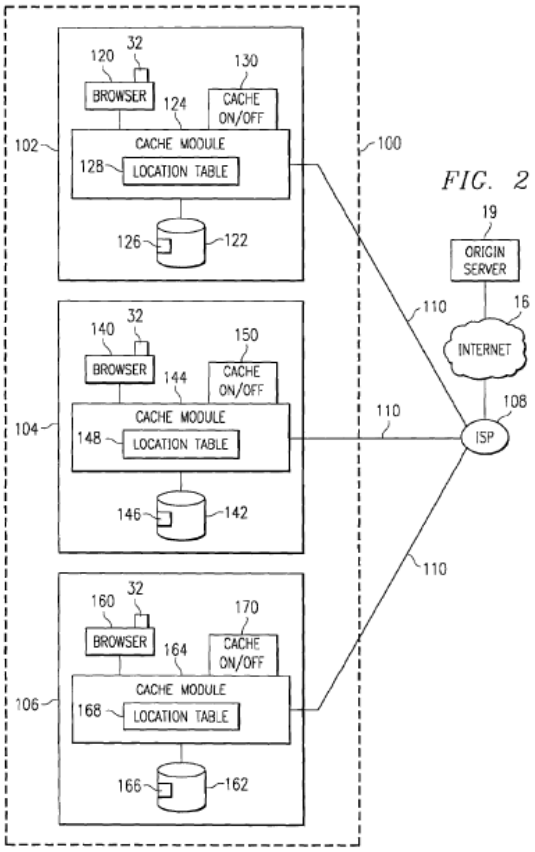


FIG. 2

The '145 Patent teaches that within this Swarm, there can be tertiary distribution of some data. In that configuration, at least some content would be cached by every peer. And more importantly, at least one peer would have to cache all content. Again, the scope of the Reallocation Limitation must be broad enough to encompass this teaching in the specification. However, the district court's construction fails that test and actually reads out of the patent a peer's ability to cache all content. The district court's construction must be incorrect.

Defendants also suggest that during prosecution, Parallel Networks disavowed a scope encompassing systems that permit individual peers to download 100% of available content. Defs.' Br. at 8-9 & 32. Not so.

Defendants assert that Parallel Networks distinguished prior art in which "'[t]he group cache look-up table includes an entry corresponding to each data item cached by any member of the group.'"[1] *Id*. at 8 (quoting Appx408-09). Defendants note that Parallel Networks "replaced 'allocating the first content portion and the second content portion among the peers' with 're-allocating the cache storage of the content portion among the peers.'" *Id*. (quoting Appx293, Appx296). While that is accurate, Defendants fail to note that Parallel Networks also explained that "the Boyle patent only provides for disclosure of distribution of requested data but not how to ***allocate the cache storage*** of data as provided in the claimed invention." Appx307 (emphasis added). That is the concept central to the Reallocation Limitation: reallocation of *cache storage*, not reallocation of data—or "portions of content," as the district court would have it.[2]

[1] The prior art in question is U.S. Patent No. 5, 864, 854 ("Boyle").

[2] In the inter partes review instituted by Reloaded Games (in which all challenged claims were upheld), the Patent Trial and Appeal Board's interpretation of the Reallocation Limitation was closer to the mark than the district court's construction. The PTAB held:

That point is hardly nit-picking. The basis for the district court's conclusion that a single peer could not download all content available to a Swarm was that in the Reallocation Limitation, the *content* was being reallocated, and that each peer could have only a *portion* of that content at any given point in time. That is contrary to the ordinary meaning of the Reallocation Limitation—and it is contrary to the intrinsic evidence on which Defendants rely.

Even if the district court was correct to rely on intrinsic evidence, and even if that reliance did not result in the "cardinal sin" warned against by *SciMed*, the district court still erred. The intrinsic evidence squarely demonstrates that the district court's construction was wrong. This Court should reverse.

Term	Interpretation
"means for re-allocating the cache storage of the content among the peers in the cache community in response to allowing the client to join the community"	Function: "re-allocating the cache storage of the content among the peers in the cache community in response to allowing the client to join the community" Structure: "one or more general purpose computers programmed to renegotiate cache shares among peers in the cache community and update an allocation list table to reflect which peers cache which content"

Appx167. That concept—"renegotiat[ing] cache shares among peers"—more accurately captures the teachings of the '145 Patent.

C. Defendants Do Not Dispute that the District Court's "Each Peer" Construction Is Incorrect and Should Be Reversed.

In its opening brief, Parallel Networks explained that the district court's construction was incorrect because it purports to require reallocation to "each peer." Appellant's Opening Br. at 35-36. There is no basis in the claims or intrinsic evidence for that construction. The Reallocation Limitation requires only reallocation "among the peers," not to every peer.

Defendants have no response. As a result, Defendants have waived any such argument. *E.g.*, *SmithKline Beecham Corp. v. Apotex Corp.*, 439 F.3d 1312, 1319 (Fed. Cir. 2006) ("arguments not raised … are waived").

II. Defendants Cannot Refute that the District Court Improperly Granted Summary Judgment.

Without the district court's claim construction, its summary judgment ruling falls. However, even assuming that the district court's claim construction was correct, summary judgment was still incorrect. Defendants fail to establish otherwise in the three defenses they raise in support of the district court's ruling.

First, Defendants argue that "the accused systems do not infringe because users downloaded 100 percent of the content—not only 'portions' thereof." Defs.' Br. at 37. But as Parallel Networks established in its opening brief, not every peer in Defendants' systems is required to or will download

100% of the content. What is Defendants' response to that? They say that "[i]t is immaterial whether a user downloaded the entire game." *Id*. That is nonsensical. It is the supposed "fact" that users "download[] the entire game" that forms the basis of both their argument and the district court's entry of summary judgment. This was such an important point to Defendants that it is *the title* of that section of their brief.

Defendants allege that there was no reallocation because "[w]hen a new user joined a swarm, no users changed their allocation of cache storage." Defs.' Br. at 37-38. That allegation is flatly contradicted by the record evidence. For example, in both the Blizzard and Reloaded Systems, upon entering the Swarm, a peer downloads a portion of content from another peer, and then informs other peers in the swarm that it has cached that new portion. Appx9 ("Whenever a [Reloaded] client successfully downloaded a new piece, it sent a 'Have Message' to each of its established connections, thereby informing its established connections that it had a new piece of data to share."); Appx12 ("After successfully downloading a piece from another [Blizzard] client in the swarm, a [Blizzard] client sent a 'Have Message' to all of its established connections, informing them that it had a new piece available for download."). The other peers utilize that information in their Rarest First algorithms, affecting which portion of content each peer will seek to download

next—i.e., *reallocating* which portions each peer will next store. Appx9-10, 12.

Even worse, Defendants' argument is irrelevant. What is relevant for purposes of the Reallocation Limitation is not whether any *individual peer* changed its allocation of cache storage, but rather whether *the Swarm as a whole* changed its allocation of cache storage.

Second, Defendants argue that operation of the Rarest First algorithm does not constitute a "reallocation." They assert that the district court was correct to find that "in the accused systems, 'the portions of the content to be stored' by each client are never altered' … [because] 'each client will download every piece of the game package, regardless of the order in which those pieces are downloaded.'" Defs.' Br. at 39 (quoting Appx16) (citations omitted, ellipses and bracketed term added).

With that, Defendants are back to arguing that summary judgment was correct because "each client will download every piece of the game package." But that is precisely what Defendants previously said was "immaterial." *Id*. at 37. It is now beyond dispute—because Defendants do not dispute it— that not every Blizzard or Reloaded customer that entered the Swarm would download "every piece of the game package." *See* Appx7425-7426, ¶ 9; Appx4696-4697, ¶ 10 & n.1. Defendants cannot call the district court's

incorrect factual finding "immaterial" while simultaneously relying on it to support the district court's entry of summary judgment.

Third, Defendants argue that the district court did not base summary judgment on a supposition that no two peers could store the same content at the same time—i.e., "duplication." Defs.' Br. at 43-44. Defendants state that "[t]he district court resolved this dispute in Parallel's favor, finding that the '145 patent allowed for duplication." *Id*. at 43. In other words, Defendants concede that Parallel Networks was correct about duplication because the '145 Patent teaches that cache communities can create multiple simultaneous distributions to allow for redundancies. *Id*. at 43 n.15.

Both Defendants and the district court apparently fail to appreciate the importance of the fact that the '145 Patent teaches and permits duplication of storage within a cache community. The source of the district court's finding that no single peer could download 100% of the content sprang from the premise that no two peers could cache the same information at the same time. But Defendants now concede that the '145 Patent permits duplication of storage, which necessarily means that two peers must be able to cache the same information at the same time. The district court correctly rejected Defendants' premise—but it accepted Defendants' now-unsupported conclusion. As with the premise, the district court's faulty conclusion should

be set aside. Accordingly, the district court's grant of summary judgment must be vacated.

CONCLUSION

This Court should vacate the judgment of the district court, construe the Reallocation Limitation, and remand with instructions to conduct further proceedings on the issue of infringement.

Dated: May 26, 2017

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UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT

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