

**Meta Platforms, Inc, Roku, Inc, and Samsung
Electronics Co. Ltd.,**

v.

AlmondNet, Inc. and Intent IQ, LLC,

U.S. Patent No. 10,715,878

IPR2023-01281

AlmondNet's Hearing Demonstratives

November 22, 2024

AlmondNet, Inc. and Intent IQ, LLC
Ex. 2009, IPR2023-01281

Argument Roadmap

- Combination does not disclose determination of whether two devices accessed the Internet via a common LAN via a predetermined DHCP lease period
 - Petition presented no theory on this point
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 - Reply's new "ISP" theory fails
- Combination doesn't disclose determining an association of device identifiers
- The Petition's alleged "automatic action" of claim 1 does not "comprise[]" selecting an advertisement"
 - Automatically updating Baig's user list doesn't require transmitting entire webpage
 - No theory as to how transmitting a webpage comprises "***selecting*** an advertisement"

Petition: no theory how combination “determine[s] that... devices accessed the “internet... during a predetermined period of time”

Finally, each mobile device **has** also separately accessed the Internet “**during a predetermined period of time via a common IP address.**” This is because, as explained for claim 1(a) above, the IP address of the access point **106** would have been a dynamically assigned IP address with a DHCP “lease” time during which the address remains valid. (Sitaraman, 3:42-51.) “Once the lease expires, the IP address can be ‘recycled’ and given to another machine.” (Sitaraman, 3:49-51.)

Mobile devices **102** would thus have accessed the Internet via access point **106** during “**a predetermined period of time via a common IP address,**” *i.e.*, during the lease time that the dynamic IP address assigned to access point **106** remains valid. (Schmandt, ¶125.) This period “**predetermined**” because the lease time was provided by the DHCP server when it assigned the dynamic IP address to access point **106**, which would have been before mobile devices logged into the content server using that access point. (Schmandt, ¶126.) This mapping of DHCP lease times to the claimed “**predetermined period of time**” is entirely consistent with the ’878 patent, which expressly references DHCP expiry times in describing the claimed predetermined time period. (’878, 4:22-26.)

Pet. 37-38; POR 15-16; Sur-Reply 3.

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Belated inherency theory is improper and should not be considered

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Reply's New Inherency Theory Fails

- Claims require an actual determination of whether two devices accessed the Internet during a predetermined period of time.
POR 15; Sur-Reply 12-16.
- Two devices can access the Internet via a common LAN without accessing the Internet during a predetermined DHCP lease period.
Sur-Reply 4-8.
- Reply's inherency theory renders claim language superfluous.
Sur-Reply 8-11.

Claims require an actual determination of whether two devices accessed the Internet during a predetermined period of time

(b) wherein determining the association in part (a) is done by using the stored association-detection information to determine that the two or more Internet-accessing electronic devices have separately accessed the Internet through a router of the LAN during a predetermined period of time via a common IP address;

Claim 1(b); POR 14-16.

Specification teaches a specific determination regarding a known, predetermined time period

The television ad can be directed to the STB that most recently reported to CAS 40 as the common IP address the online access IP address from which online site 50 was accessed. In that case, the IP addresses can already be associated when the user profile information is used or the association can be created when the user profile is received or afterwards. Or the television ad can be directed to the STB that next reports that IP address to CAS 40 as the common IP address. In that case, the IP addresses might not be associated until the STB and CAS 40 are next in communication with each other and the STB IP address is received by CAS 40. Associations between STBs and online access IP addresses could be stored for future usage or could be created in real-time when a STB communicates with a CAS to receive TV ads and not stored for future usage (i.e., the association is dropped as soon as the TV ads are delivered to the STB). If the periodic contact interval is sufficiently small relative to the typical or average time interval between reallocation of IP addresses, then it is likely that those two

IP addresses will be the same and that the television ad will be directed to the correct STB. There will be a small fraction of television ads that are misdirected, if the online access IP address is reassigned between the accessing of the online site (i.e., deriving the user profile information) and the relied-upon contact between the user's STB and the CAS (i.e., associating the IP addresses). That fraction can be reduced by reducing the periodic time interval between STB reports of its common IP address to the CAS or configuring the STB to report changes to the common IP address (i.e., to enable updating of the association between the IP addresses). Associations between online access and STB IP addresses can be stored for future use, or the IP addresses can be associated in real-time only when an STB communicates with a CAS to receive TV ads and not stored for future use (e.g., the association can be purged upon directing the TV ads to the STB).

Specification teaches a specific determination regarding a known, predetermined time period

30 CAS 40 also can be configured to receive IP addresses and corresponding access times and dates for all visitors to an online site 50 that wishes to deliver television advertisements based on online user behavior. Online site 50 periodically reports to CAS 40 (as in FIG. 10) 35 all IP addresses from which the online site was accessed during some preceding period, along with the corresponding times and dates. The frequency and time periods of the online site's reporting can be similar to those of the STB reporting, or they can differ substantially, as needed or 40 desired. The two lists (one from the online site, one from the STB) of IP addresses are compared, and delivery of a television advertisement is requested if any matches are found, i.e., whenever it is found that the STB was connected to a modem that was assigned an IP address at a time and 45 date when the online site was accessed from that IP address. Such cross-matching ensures accurate delivery of the television advertisement and requires substantially less communication between the STB and the CAS.

Determination is regarding known, predetermined time period

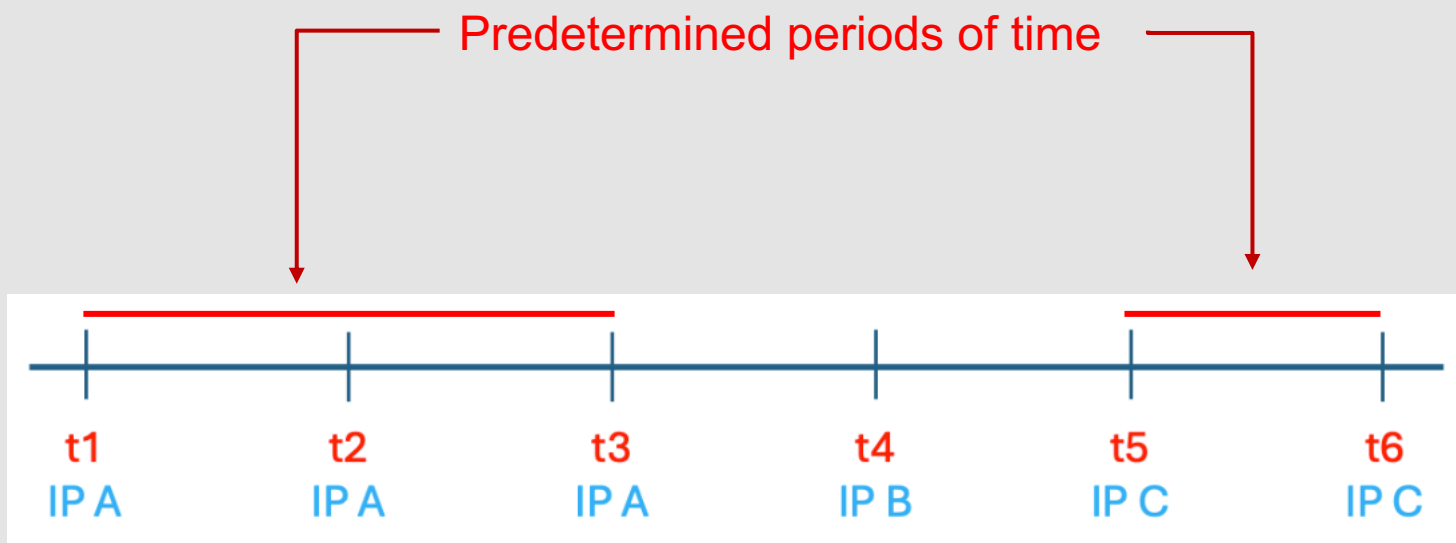
A

hypothetical example of what this reported information might look like is reproduced below, with the set-top box reporting three different IP addresses (A–C) over six different reported sample times (t1–t6).



Based on that reported information, the CAS can thus *determine* “periods” of time during which the IP address was assigned to the set-top box. Then, when the CAS later receives reported times and dates when other devices are assigned to a different device (obtained, e.g., from an “online site’s reporting”), the CAS can compare the online site accesses of particular IP addresses to the periods of time that the CAS has predetermined were assigned to the set-top box. *See* Ex. 1001, 16:30-48 (discussing “cross-matching” between the two lists).

Determination is regarding known, predetermined time period



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Common IP addresses can be observed beyond a predetermined DHCP lease period

Now let me be clear, when I say "time" here, I mean lease duration, okay, so it basically tells the DHCP client, "You have a lease on this address that's good for, say, 24 hours."

Q. Okay.

A. Whatever. Some number and that's an important part of the protocol for determining DHCP addresses.

Q. And what happens at the end of that predetermined lease period?

A. Starting halfway through the lease period, the client should be asking to renew the lease. If the client fails to renew the lease for whatever reason, it is required to go back into the initial state where the initial state is "I don't know my address. I don't know

my address -- DHCP server. Please give me an address."

Q. Okay. What happens if the lease is renewed?

A. The lease is renewed.

Q. Is a different IP address assigned to that address at that point?

A. I think if we used the term "renew," that probably implies that a new address is not assigned so it extends the lifetime of the current address. I'm not certain of the protocol if the server does not want to extend the lifetime of that address. It could certainly say no, and then force the client to go back into the initial state to ask for a new IP address.

I have don't think the protocol allows if for the client to say, "I want to renew this address" and for the server to say, "No, you may not you need to use this address."

Q. Okay. So it's possible for the same IP address to extend beyond the original DHCP lease period; is that correct?

A. That is correct.

Common IP addresses can be observed at different local area networks

Furthermore, Baig's content server can observe the *same* IP address even *after* the IP address has been reassigned to a different WiFi Hotspot (e.g., at the expiration of a predetermined DHCP lease period, if the IP address were not renewed). For example, as Petitioner's own evidence shows, it is possible for the DHCP lease server to reassign a first hotspot's IP address to a *different* WiFi hotspot at noon on Friday. *See* Reply, 18 ("Once the lease expires, the IP address can be 'recycled' and given to another machine."). In that scenario, if someone accesses the Internet at 11:55am on Friday from the first hotspot, and another person accesses the Internet at 12:05pm on Friday from the second hotspot, Baig's content server will observe a "common IP address," even though they did *not* both access the Internet during the DHCP lease duration (or even access the Internet from the same hotspot).

But under Petitioner's theory, this would nonsensically be "sufficient to have determined that the access occurred during 'a predetermined period of time.'" Reply 12.

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Reply: access through the same dynamic IP addresses “is sufficient to have determined that the access occurred during ‘a predetermined period of time.’”

In other words, when the system determines that two or more mobile devices have accessed the Internet “**via a common IP address**,” that also determines that the access occurred during a DHCP lease time. Moreover, it does not matter whether the system knows the precise period of the DHCP lease time (and the claim imposes no such requirement) – because the common IP address was dynamically assigned using DHCP under the proposed combination, the access through that IP address by the two or more mobile devices is sufficient to have determined that the access occurred during “**a predetermined period of time.**”

Mr. Schmandt: access “via a common dynamic IP address is necessarily a determination that the two devices accessed the internet during a predetermined period of time.”

4 Q. Yeah. Okay. So it your opinion that
5 determining that two devices accessed the internet via a
6 common dynamic IP address is necessarily a determination
7 that the two devices accessed the internet during a
8 predetermined period of time?

9 MR. MACE: Objection.

10 **A. Yes.**

Other limitations already require access through the same dynamic IP address

- (a) with a computer system, determining an association between device identifiers of two or more Internet-accessing electronic devices based on electronically stored association-detection information about a plurality of Internet-accessing electronic devices, wherein the stored association-detection information for each of the plurality of Internet-accessing electronic devices includes:
 - (i) a device identifier;
 - (ii) at least one dynamically assigned IP address assigned to a modem that connects a router of the LAN to the Internet; and
- (b) wherein determining the association in part (a) is done by using the stored association-detection information to determine that the two or more Internet-accessing electronic devices have separately accessed the Internet through a router of the LAN during a predetermined period of time via a common IP address;

Petitioner's interpretation gives no meaning to “during a predetermined period of time”

(a) with a computer system, determining an association between device identifiers of two or more Internet-accessing electronic devices based on electronically stored association-detection information about a plurality of Internet-accessing electronic devices, wherein the stored association-detection information for each of the plurality of Internet-accessing electronic devices includes:

- (i) a device identifier;
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(b) wherein determining the association in part (a) is done by using the stored association-detection information to determine that the two or more Internet-accessing electronic devices have separately accessed the Internet through a router of the LAN ~~during a predetermined period of time~~ via a common IP address;

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Belated ISP theory is improper and should not be considered

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 - “service provider” does not suggest “*internet* service provider” Sur-Reply 17
 - ISP theory inconsistent with Baig's teachings Sur-Reply 18
- Baig's content server being part of an ISP would not render the claims obvious
 - Reply doesn't explain how a content server being part of an ISP would perform the claimed determination Sur-Reply 19
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 - An ISP would not use the claimed invention to determine a common Wi-Fi hotspot access Sur-Reply 22-23

Baig does not teach its content server is part of an ISP

Petitioner’s allegation that Baig’s content server must be an ISP is also undermined by the admission of its expert that the term “service provider [can] refer to an entity that isn’t an internet service provider.” Ex. 2008, 35:24-36:25. Mr. Schmandt also agreed that “Baig discusses at length what services are provided by the conte[n]t server” (*id.* 39:12-14), but that these services ***do not*** include “internet connectivity services.” *Id.* 41:6-12 (“*Baig does not talk about how the connectivity is provided. That’s beyond the scope of Baig.*”).

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Baig requests location information from logged-in users

[0057] At step 308, the server 224 requests the user to provide geographical information (e.g., street address or venue name) corresponding to the hotspot 110 from which they are accessing the Internet 122. For example, the users can illustratively enter into a field located on a web page “650 5th Avenue, NY, N.Y.” or “NY Public Library, 5th Avenue, New York, N.Y.” This location information provides an alternative use of the IP address of a particular hotspot, and can be used to attract users to engage in services and promotions at particular hotspot locations.

ISPs do not need user input of geographical information

Q. Does Comcast know whether you're accessing the internet from Martha's Vineyard versus at Seattle Sea-Tac Airport?

A. Supposedly they have some way of back tracing and finding out...

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No articulation of how limitation met, even in reply

First, the Petition does not allege what action would constitute determining whether two devices “accessed the Internet... during a predetermined period of time” if Baig’s content server were part of an ISP. According to Petitioner, the claimed determination would be satisfied even if the content server did *not* know the “predetermined period of time.” See Reply 11-12 (alleging that when Baig’s “system determines that two or more mobile devices have accessed the Internet ‘via a common IP address,’ that also determines that the access occurred during a DHCP lease time,” even if Baig’s content server did not “have actual knowledge of the... predetermined period of time”).

It is thus entirely unclear what further modification Petitioner believes would be necessary or motivated to satisfy the claim language, and the Reply does not provide any guidance in this regard. See generally Reply 14-19 (discussing only the content server being part of an ISP, and not explaining how this would change the operation of the content server other than “ha[ving] knowledge of DHCP lease times,” which is not the claim requirement).

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Unrebutted expert testimony: No evidence of reasonable expectation of success or motivation

64. Indeed, there is no evidence that an ISP would have been able to effectively provide a website server such as Baig's content server with information about DHCP lease periods for a large number of access points, as ISPs did not have established systems for ISPs to share that type of information with content servers. Even assuming an ISP would have had no objection to providing potentially sensitive access point DHCP lease duration information to third parties such as Baig's content server (an assumption that is almost certainly incorrect), actually implementing a process for sharing that information would have required a massive amount of complexity and experimentation. Mr. Schmandt does not even appear to consider the possibility that an ISP would have shared data with Baig's content server, much less provide any evidence that such an information-sharing scheme would have been motivated and would have had a reasonable expectation of success.

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ISPs know a user's access location, so they wouldn't need to associate IP addresses to create a vicinity-based hotspot

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Petitioner maps “cookies” to the claimed “device identifiers” allegedly “stored by the content server”

As explained in detail for claim 1(a)(i) below, each mobile device under the proposed combination would have had a “**device identifier**” in the form of a cookie, which is electronically stored by the content server and used to identify the mobile device as currently logged-in. (Schmandt, ¶¶83, 87-92; Laidlaw, ¶¶0006, 0016.)

Petitioner's expert admitted "device identifiers" are not stored on content server, but on the user's browser

Q. Okay. So Baig has cookies on its content server?

A. No, the cookie is information that is stored on a web browser.

Baig's system may check individual cookies, but does not associate any two cookies

By way of analogy, a hotel may provide key cards to each of its guests, which allow the guests to enter the business center. Each guest attempting to enter the business center must present her key card to a scanner order to enter. But the scanner does not “determine an association” between any two particular key cards—instead, it just checks to make sure each *individual* key card is valid, and if so, it unlocks the door. Baig's content server is not alleged to operate any differently—it just checks to make sure the information in the cookie is valid, and if so, it allows the user to access the server. There is thus no need to *determine an association between* any two cookies. *See generally* Reply 7-10 (discussing using the cookie for the purpose of determining whether the user is currently logged in—i.e., whether the user is granted access).

The '878 patent teaches creating an association between device identifiers by somehow linking them together

Then, an association or link is created among the devices, by linking the device identifiers or tags with the STB's identifier in the CAS database or by placing linking codes or information identifying the linked devices within the identifiers (cookies) of each of the devices along with the date and time the association was created. The association is kept for no more than a pre-determined period of time (such as seven days), to ensure that the delivered TV ads will be based only on online activity of those people that live in the house and not on online activity of people that happened to use the house's LAN only once, such as houseguests.

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Transmission of webpage (rather than transmission of user list) is an improper new theory

The Petition is explicit in mapping only one action to the “automatic action” for limitation 1(d), namely the action of “sending [user] list 606 as part of a webpage to the second mobile device over the Internet.” Pet. 42. Petitioner’s expert confirmed as much at his deposition:

7 In your declaration, what do you allege to be
8 the, quote, automatic action, unquote, of claim
9 limitation 1D?
10 **A The sending of the information that's in**
11 **panel -- box 606 in Figure 6, which is a list of other**
12 **users -- other users who are in the vicinity of that**
13 **access point and their genders.**

Ex. 2003 at 13:7-13; *id.* at 15:1-9 (confirming that he did not identify any other actions as constituting the “automatic action” of limitation 1(d)).

No evidence that updating user list 606 involves resending entire webpage (including an ad)

Q. If we can go to Baig reference in Exhibit 1003, figure 6?

A. Okay.

Q. Is user list 606 here depicted as being -- as being presented through a frame?

A. I don't think Baig tells us one way or another what the actual HTML is like.

Q. Would a frame be one way to display user list 606?

A. It could be, user frames usually aren't decorated with, you know, beveled edges and things frames are usually decorated in browsers as strict rectangular regions, but there would be no reason to do

it as a frame, but you could do it as a frame. It wouldn't look quite the same.

Q. A frame is independently changeable from the rest of a web page display; correct?

A. Yes, a frame can be thought of as sort of a mini browser.

Q. Regardless of user list 606 is implemented via a frame, could user list 606 be updated independently of the rest of Baig's web page?

A. Maybe.

Petitioner's new “automatic action” theory cannot include original transmission of the webpage

⁹ Petitioner's theory for how the transmission of the user list is “automatic” is limited to *updates* to the user list, not its original transmission when a user first requests it. *See* Pet. 46-47 (discussing “features for automatically *updating* webpages”).

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Petitioner's new Reply theory does not allege automatic delivery of webpage comprises selecting advertisement

Patent Owner contends that the proposed combination relies on a different “**automatic action**” for claims 1 and 6, but this argument is wrong. Nothing in the Petition required that the selected advertisement for claim 6 be delivered separately and independently from the webpage of Figure 6 of Baig that provides user list 606. To the contrary, the Petition and opening expert declaration made clear that the selected advertisement for claim 6 could have been delivered as part of the same webpage that presents user list 606.

Petitioner's new Reply theory does not allege automatic delivery of webpage comprises selecting advertisement

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