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

SAFOCO, INC.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 2:22-CV-437-JRG-RSP
	)	
KLX ENERGY SERVICES LLC,	)	
	)	
Defendant.	)	

DEFENDANT KLX ENERGY SERVICES LLC'S
OPENING CLAIM CONSTRUCTION BRIEF

Zachary A.P. Oubre, OBA # 30666
McAFEE & TAFT
Eighth Floor, Two Leadership Square
211 North Robinson Ave.
Oklahoma City, OK 73102
(405) 235-9621
(405) 228-7334 (fax)
zach.oubre@mcafeetaft.com

Michael E. Jones, State Bar No. 10929400
mikejones@potterminton.com
Shawn W. Hassett, State Bar No. 24074372
shawunhassett@potterminton.com
POTTER MINTON, P.C.
112 N. College Ave., Suite 900
Tyler, Texas 75702
Tel: (903) 597-8311
Fax: (903)593-0846

Attorneys for Defendant

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TABLE OF CONTENTS

Page

I. THE STANDARD FOR INDEFINITENESS 1

II. THE ASSERTED CLAIMS ARE INDEFINITE 2

A. The Scope of the Claim Language is Not Reasonably Certain 2

B. The Specifications and Prosecution History Create Additional Uncertainty 7

C. The Functional "Wherein" Clauses of the Asserted Claims Recite an Apparatus and Method for Using the Same 13

III. CONCLUSION 14

TABLE OF AUTHORITIES

Page

Cases

E.I. du Pont De Nemours & Co. v. Unifrax I LLC
921 F.3d 1060 (Fed. Cir. 2019) 11

Halliburton Energy Servs., Inc. v. M-I LLC
514 F.3d 1244 (Fed. Cir. 2008) 11

In re Katz Interactive Call Processing Patent Litig.
639 F.3d 1303 (Fed. Cir. 2011) 11, 13

Infinity Comp. Prod., Inc. v. Oki Data Amer., Inc.
987 F.3d 1053 (Fed. Cir. 2021) 12

Interval Licensing LLC v. AOL, Inc.
766 F.3d 1364 (Fed. Cir. 2014) 1, 7

Markman v. Westview Instruments, Inc.
517 U.S. 370 (1996) 1

MasterMine Software, Inc. v. Microsoft Corp.
874 F.3d 1307 (Fed. Cir. 2017) 13, 14

Medicines Co. v. Mylan, Inc.
853 F.3d 1296 (Fed. Cir. 2017) 6

Nautilus, Inc. v. Biosig Instruments, Inc.
572 U.S. 898 (2014) 1, 7

Teva Pharms. USA, Inc. v. Sandoz, Inc.
789 F.3d 1335 (Fed. Cir. 2015) 11, 12

Statutes

Title 35 U.S.C. § 112(b) 1

KLX Energy Services LLC ("KLX") provides this Opening Claim Construction Brief concerning U.S. Patent Nos. 9,671,794 (the "'794 Patent") (Ex. A) and 9,890,609 (the "'609 Patent") (Ex. B) (collectively, the "patents-in-suit"). As noted in more detail below, the claim language challenged herein: (1) provides functional limitations that are ambiguous and the patent claims, specifications and prosecution histories fail to provide reasonable certainty concerning the scope of the same; and (2) recite an apparatus as well as a method of using the same. As a result, the asserted claims of the patents-in-suit should be found to be invalid for indefiniteness.[1]

I. THE STANDARD FOR INDEFINITENESS

Title 35 U.S.C. § 112(b) requires that patent claims "particularly point[] out and distinctly claim[] the subject matter which the inventor or a joint inventor regards as the invention." As a result, "[a] patent is invalid for indefiniteness if its claims, read in light of the patent's specification and 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). Said another way, "a patent must be precise enough to afford clear notice of what is claimed, thereby "'appris[ing] the public of what is still open to them.'" *Id.* at 909 (quoting *Markman v. Westview Instruments, Inc.*, 517 U.S. 370, 373 (1996)). This definiteness standard is not met if one can "ascribe *some* meaning to a patent's claims." *Id.* at 911 (emp. in original). Rather, "[t]he claims, when read in light of the specification and the prosecution history, must provide objective boundaries for those of skill in the art." *Interval Licensing LLC v. AOL, Inc.,* 766 F.3d 1364, 1370 (Fed. Cir. 2014) (citing *Nautilus*, at 910 and fn. 8). Thus, an indefiniteness problem exists "if the claim language might mean several different things and no informed and confident choice is available among the contending definitions." *Id.* (internal citations omitted).

[1] As noted in the parties' Joint Claim Construction Statement, the parties contend the asserted claims should afford their plain and ordinary meaning. *See* Dkt. No. 40.

II. THE ASSERTED CLAIMS ARE INDEFINITE

A. The Scope of the Claim Language is Not Reasonably Certain.

The patents-in-suit are generally directed to a pressure relief system and method for oil and gas operations. Although the '794 Patent is a continuation of the '609 Patent, the '609 Patent issued approximately eight months after the issuance of the '794 Patent. *See* Ex. A, '794 Patent; and Ex. B, '609 Patent. The specifications of the respective patents are nearly identical to each other, *id.,* and to that of U.S. Patent No. 9,441,453 (the "453 Patent")(Exhibit C), the parent of the '609 Patent which issued September 13, 2016, one day after the application for the '609 Patent was filed. *Compare* Ex. C, '453 Patent *with* Exs. A and B.

Claims 1, 2 and 13 are the independent claims of the '794 Patent. Claim 2 is exemplary:

> 2. A control system for controlling fluid flow through a flow line at a wellsite, the control system comprising:
>
> a fluid supply;
>
> a first fluid line in fluid communication with the fluid supply;
>
> a pump in fluid communication with the first fluid line and configured to pump fluid from the fluid supply to one or more wellheads through the first fluid line;
>
> a second fluid line in fluid communication with the first fluid line at a location downstream of the pump and configured to relieve fluid from the first fluid line;
>
> a safety valve in-line with the second fluid line and normally maintained in a closed position to close fluid flow through the second fluid line;
>
> a valve actuator configured to move the safety valve into the closed position by fluid supplied to the valve actuator and configured to move the safety valve into an open position by a biasing member disposed in the valve actuator;
>
> an electronic controller assembly programmed with a predetermined condition and configured to receive a signal from a transducer connected to

> the first fluid line, wherein the signal corresponds to a measured physical property;
>
> a valve assembly in communication with the controller assembly; and
>
> a fluid drive assembly in communication with the controller assembly, **wherein the controller assembly is operable to actuate the fluid drive assembly to supply fluid to the valve actuator to move the safety valve into the closed position**, and
>
> **wherein the controller assembly is operable to actuate the valve assembly in response to a comparison of the measured physical property to the predetermined condition to release fluid from the valve actuator so that the biasing member moves the safety valve into the open position, forces fluid out of the valve actuator, and thereby opens fluid flow through the second fluid line to relieve fluid from the first fluid line**.

Ex. A, at claim 2 (emp. added). KLX contends that the two "wherein" clauses of the claims, as exemplified in bold and underlined above, are indefinite. Independent Claim 1 of the '794 Patent differs in that the "safety valve" has a "gate" and it is the "gate" that is moved into an "open position" and "closed position." *See* Ex. A, at claim 1. Independent Claim 13 differs insofar as it recites a "method for controlling fluid flow through a flow line at a wellsite," but it still includes a method step of "actuating the valve assembly using the controller assembly to release fluid from the valve actuator so that a biasing member disposed in the valve actuator moves the safety valve into an open position, forces fluid out of the valve actuator, and thereby opens fluid flow through the second fluid line...". *Id.* at claim 13.

The '609 Patent has two independent claims: claims 1 and 11. Claim 1 of the '609 Patent, which is similar to claims 1 and 2 of the '794 Patent, recites the following:

> 1. A control system for controlling fluid flow through a flow line at a wellsite, the control system comprising:
>
> a fluid supply;
>
> a first fluid line in fluid communication with the fluid supply;

> a pump in fluid communication with the first fluid line and configured to pump fluid from the fluid supply to one or more wellheads through the first fluid line;
>
> a second fluid line in fluid communication with the first fluid line at a location downstream of the pump and configured to return fluid from the first fluid line back to the fluid supply or direct fluid from the first fluid line to a different reservoir;
>
> a safety valve in-line with the second fluid line and movable into a closed position to close fluid flow through the second fluid line;
>
> a valve actuator configured to actuate the safety valve from the closed position to
> an open position to open fluid flow through the second fluid line;
>
> an electronic controller assembly programmed with a predetermined condition and configured to receive a signal from a transducer connected to the first fluid line, wherein the signal corresponds to a measured physical property;
>
> a valve assembly in communication with the controller assembly; and
>
> a fluid drive assembly in communication with the controller assembly, **wherein the controller assembly is operable to actuate the fluid drive assembly to supply fluid to the valve actuator to move the safety valve into the closed position**; and
>
> **wherein the controller assembly is operable to actuate the valve assembly in response to a comparison of the measured physical property to the predetermined condition to release the fluid from the valve actuator to move the safety valve into the open position and thereby open fluid flow through the second fluid line to return fluid in the first fluid line back to the fluid supply or direct fluid in the first fluid line to the different reservoir.**

Ex. B, at claim 1 (emp. added). As shown above, the '609 Patent claims conclude with two "wherein" clauses like the '794 Patent, and, like the '794 Patent, KLX contends these "wherein" clauses are indefinite.

The '609 Patent claims differ from the '794 Patent claims insofar as the '609 Patent claims do not recite the "release [of] the fluid from the valve actuator *so that the biasing member moves*

the safety valve…". (emp. added). Ex. A. Instead, they claim "release [of] fluid from the valve actuator *to move the safety valve*…".[2] (emp. added). Ex. B. Independent Claim 11 differs from claim 1 of the '609 Patent insofar as it (like claim 13 of the '794 Patent) recites a method claim including the method step of "actuating the valve assembly using the controller assembly to release the fluid from the valve actuator to move the safety valve into an open position and thereby open fluid flow through the second fluid line...". *Id.* at claim 11 (emp. added).

As noted above, the first "wherein" clause of the asserted claims recites supplying fluid into the actuator and the movement of a safety valve or gate into a closed position; however, the claim language fails to recite how these functions take place. Specifically, although the claims recite that the "controller assembly" actuates "the fluid drive valve assembly to supply fluid to the valve actuator," the claims do not recite how actuating the fluid drive assembly would supply fluid or how or if that fluid moves the "safety valve into the closed position." A person of ordinary skill in the art ("POSITA") reviewing the claims would, therefore, be left to question how the safety valve was moved to the closed position, what portion of the valve actuator or valve assembly was so moved, and whether the supply of fluid caused this closing and, if so, how.

The second "wherein" clause is similarly indefinite. With respect to the '609 Patent, the claims recite that the "controller assembly" actuates "the valve assembly…to release the fluid from the valve actuator to move the safety valve into the open position," and "thereby opens fluid flow through the second fluid line...". The claim language does not recite how the release of fluid takes place, whether that release moves the safety valve into an open position and, if so, how. The claim language also does not make reasonably certain what "opens fluid flow through the second fluid

[2] Comparing independent claim 2 of the '794 Patent to independent claim 1 of the '609 Patent.

line," and whether it is the actuating of the valve assembly or moving the safety valve into the open position.

The second "wherein" clause of the '794 Patent claims is similarly ambiguous and recites that the "valve assembly" is actuated "to release fluid from the valve actuator so that a biasing member moves the safety valve into the open position," making it unclear whether the fluid release or biasing member causes that movement. The claim language also contradicts itself reciting "*to release fluid from the valve actuator* so that a biasing member moves the safety valve into the open position, *forces fluid out of the valve actuator*, and thereby *opens fluid flow* through the second fluid line," mixing present and future tense language and creating even more questions about what "forces fluid out of the valve actuator." Is it the actuating of the valve assembly ("valve assembly" is actuated "to release fluid") or is it the safety valve being moved into an "open position" ("moves the safety valve into the open position, forces fluid out of the valve actuator…")? And, like the '609 Patent, the claim language does not make reasonably certain what "opens fluid flow through the second fluid line."

As a result, a POSITA reading the claims would question (1) how fluid is supplied to close the safety valve, (2) what causes the release of fluid from the safety valve, actuating the valve actuator or opening the safety valve, and the structure that causes this function; (3) what places the safety valve in an open position, the release of fluid, actuating of the valve actuator or a structure of the safety valve itself; and (4) what opens fluid flow through the second fluid line. This is because the claim language recites the end result of functions without providing how the claimed structures engage in the function, instead, being ambiguous and inconsistent in this regard. *See, e.g., Medicines Co. v. Mylan, Inc.,* 853 F.3d 1296, 1306 (Fed. Cir. 2017) (rejecting a patentee's construction of "efficient mixing" because it "amount[ed] to a mere recitation of the results

obtained from 'efficient mixing' rather than a definition of what the efficient mixing process is."). As a result, the claims fail to "afford clear notice of what is claimed," *Nautilus, Inc.*, 572 U.S. 898, 909 (2014), and lack "objective boundaries for those of skill in the art." *Interval Licensing LLC.,* 766 F.3d 1364, 1370 (Fed. Cir. 2014) (citing *Nautilus*, at 910 and fn. 8).

B. <u>The Specifications and Prosecution History Create Additional Uncertainty</u>.

The patent specifications do not resolve this uncertainty. The specifications do not use "to move" in relation to a function of the safety valve other than reciting the claim language. *See* Ex. A, col. 1, ll. 50-58; col. 13, ll. 43-48; col. 16, ll. 3-6; col. 17, ll. 27-29 and 66; and col. 18, ll. 37-39 and Ex. B, col. 1, ll. 49-56; col. 13, ll. 43-50; col. 16, ll. 3-6; col. 17, ll. 25-30 and col. 17, ll. 64-col. 18, ll. 2; and col. 18, ll. 37-39. Rather, like the claims, the specifications disclose that some actuation causes movement without identifying how.[3] "So that" is also not defined in the specifications and is not used as a phrase to disclose the moving of a gate or safety valve. Instead, it is used for transition (*see, e.g.* Ex. A, col. 4, ll. 51-52) and explanation relating to manual override and re-actuation of the actuator (*Id*., col. 18, ll.1-5). The specification does note that pressure released/reduced within the valve can cause "a spring or other biasing member" to move the "gate." *See, e.g.,* Ex. A, col. 18, ll. 37-39; col. 24, ll. 5-9; and col. 25, ll. 40-42, and Ex. B, col. 18, ll. 37-39; col. 24, ll. 5-9; and col. 25, ll. 42-45. Yet, the specifications do not disclose how these pressure

[3] *See, e.g.,* (Ex. A, col. 2, ll. 38-41 and Ex. B, col. 2, ll. 35-38) ("the controller assembly … to cause the compressor assembly to supply pneumatic fluid to the safety valve to actuate the safety valve to an open position"); (Ex. A, col. 12, ll. 1-4, and Ex. B, col. 12, ll. 1-4) ("operation of the actuator"); (Ex. A, col. 16, ll. 1-4, and Ex. B, col. 16, ll. 1-4) ("after manual operation of the actuator using the mechanical override"); (Ex. A, col. 16, ll. 39-45, and Ex. B, col. 16, ll. 39-45) ("automatic operation of the actuator"); and (Ex. A, col. 17, ll. 10-15, and Ex. B, col. 17, ll. 10-15) ("automatic operation of the actuator and partial operation of the mechanical override").

changes take place and disclose a variety of structures configured to relieve pressure or fluid from the valve actuator.[4]

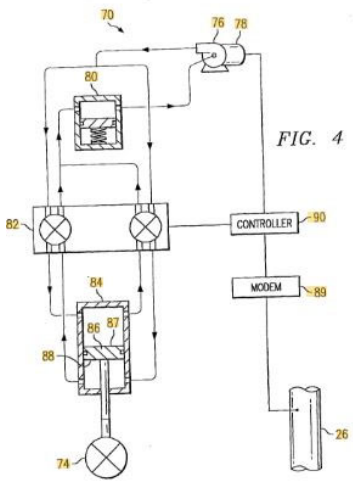
Although a POSITA may conclude upon a review of the claims in view of this specification language that a valve actuator actuates the safety valve or gate between an open and closed position, the prosecution history negates that understanding. During prosecution of the '794 Patent, the USPTO rejected independent claim 22 of the '794 Patent, which recited the following:

> 22. A control system for controlling fluid flow through a flow line that extends from a pump to a well head, the control system comprising:
>
> a safety valve configured to relieve pressurized fluid from the flow line;
>
> a valve actuator configured to actuate the safety valve between an open position and a closed position;
>
> a transducer configured to measure pressure in the flow line;
>
> an electronic controller assembly programmed with a predetermined condition and configured to receive a signal from the transducer corresponding to the measured pressure in the flow line;
>
> a fluid drive assembly in communication with the electronic controller assembly, wherein the electronic controller assembly is configured to actuate the fluid drive assembly to supply fluid to the valve actuator to actuate the safety valve to the closed position and
>
> a valve assembly in communication with the electronic controller assembly, wherein the electronic controller assembly is configured to actuate the valve assembly in response to a comparison of the measured pressure to the predetermined condition to release fluid from the valve actuator to actuate the safety valve to the open position to relieve fluid from the flow line.

Ex. D, pg. 6. Thus, claim 22 specifically recited a double actuated valve or a "valve actuator configured to actuate the safety valve between an open and closed position." The USPTO examiner

[4] *See, e.g.,* claiming a "a valve assembly," which the claims state fluid is provided into or released from, *see* Ex. A, col. 20, ll. 38-51, and Ex. B, col. 20, ll. 38-51; a "pilot valve," which is not mentioned in the claims, *Id.* at Ex. A, col. 25, ll. 34-43 and 52-54, and Ex. B col. 25, ll. 35-45 and 54-57; and "a valve operator," which lacks definition and is similarly not used in the claims. Ex. A, col. 17, ll. 64-65 and Ex. B, col. 17, ll. 64-65.

rejected the claim under U.S. Patent Publication No. 2003/0051881 ("Vinegar") in view of U.S. Patent No. 5,335,730 ("Cotham"). Ex. D, pg. 6-7. Vinegar, a figure from which is below, discloses a pressure relief system supplying pressurized hydraulic fluid to the actuator 84 for operating the actuator 84, which has a piston 86 having a first side 87 and a second side 88 wherein the piston 86 is operably connected to a valve 74 and is configured to open and close the valve 74 by selectively routing pressurized hydraulic fluid to different sides of the piston 86. *See* Exhibit E, para. [0041] and FIG. 4 (below).



As a result, the Examiner found that Vinegar disclosed each of the elements of claim 22, including, "a safety valve [] …; a valve actuator [] configured to actuate the safety valve between an open position and closed position; an electronic controller assembly []; a fluid drive assembly [] in communication with the electronic controller assembly…; and a valve assembly [] in communication with the controller assembly…." Ex. D, pg. 6. Rather than differentiate Vinegar from its own claim, Safoco cancelled claim 22. *See* Ex. F, pg. 1.

Safoco's actions in this regard were consistent with prosecution of the '453 Patent,[5] which provides functional language – like the patents-in-suit – that recites the following:

> …a fluid drive assembly in communication with the controller assembly, wherein the controller assembly is operable to actuate the fluid drive assembly to supply fluid into the valve actuator to move the gate into the closed position, and wherein the controller assembly is operable to actuate the valve assembly in response to a comparison of the measured physical property to the predetermined condition to release the fluid from the valve actuator so that the biasing member moves the gate into the open position, forces the fluid out of the valve actuator, and thereby opens fluid flow through the second fluid line to return fluid in the first fluid line back to the fluid supply."

Ex. C, claim 1. During prosecution of the '453 Patent, U.S. Patent No. 3,776,249 ("Wailes") and Vinegar were raised in rejections of the claims. Wailes, similar to Vinegar, generally discloses a piping system and monitoring method for monitoring pressure conditions at each valve within the piping system and senses abnormal pressure conditions indicative of a line break such that when abnormal pressure conditions occur, valves on opposite sides of the line break automatically close. *See* Ex. G, Abstract.

The USPTO's rejection during that prosecution was similar to that in the '794 Patent prosecution, finding Vinegar disclosed "the fluid drive assembly to supply fluid to the valve actuator to move the gate to a first position (closed), and … [a] controller assembly [] operable to actuate the valve assembly to actuate the valve actuator to move the gate to a second position (open)." Ex. H, pp. 6-7. Wailes was found to disclose the same. Ex. H, p. 3. In response, Safoco differentiated Wailes and Vinegar arguing neither showed a "biasing member disposed in the valve actuator [to move] a gate of a safety valve into an open position and force [] the fluid out of the valve actuator". Ex. I, pg. 6-8.

[5] As noted above, the '453 Patent is the parent to the '609 Patent and grandparent to the '794 Patent.

This differentiation contradicts the language of the claims, however. The '794 Patent claims recite that the "controller assembly…actuates the valve assembly…to release fluid from the valve actuator so that the biasing member moves the safety valve into the open position." Thus, the release of fluid from the valve actuator that causes the actuation of the safety valve is the same as Wailes and Vinegar, not a biasing member. Moreover, the '609 Patent claims lack any reference to a "biasing member" and simply recite that "the control assembly…actuates the valve assembly…to release the fluid from the valve actuator to move the safety valve into the open position…".

A patentee's differentiation of prior art is "an important consideration in the definiteness inquiry because in attempting to define a claim term, a person of ordinary skill is likely to conclude that the definition does not encompass that which is expressly distinguished as prior art." *Halliburton Energy Servs., Inc. v. M-I LLC*, 514 F.3d 1244, 1252–53 (Fed. Cir. 2008). Safoco's differentiation concerning Vinegar and Wailes only make it more uncertain as to what structure causes the functions of its "wherein" claim language. *Teva Pharms. USA, Inc. v. Sandoz, Inc*. is instructive in this regard. 789 F.3d 1335, 1341 (Fed. Cir. 2015).

In *Teva*, the term "molecular weight" was found to be indefinite because the parties agreed the term was to be construed to include any of three different measures calculated in different ways that yielded different results, however, the claim language and specification failed to indicate which of the three measures was covered. *Id*. The prosecution histories failed to answer the question and, in two continuation applications[6], the patentee defined the term in two different ways

[6] *Teva* supports use of the '493 Patent prosecution for the indefiniteness challenge here given the similarity of the claim language and specifications of the patents-in-suit with the '493 Patent. *Accord, E.I. du Pont De Nemours & Co. v. Unifrax I LLC*, 921 F.3d 1060, 1069-71 (Fed. Cir. 2019) (using parent patent and its prosecution to construe claims covering the same subject matter); *In re Katz Interactive Call Processing Patent Litig.*, 639 F.3d 1303, 1325 (Fed. Cir. 2011) ("we ordinarily interpret claims consistently across patents having the same specification").

to overcome rejections. *Id*. at 1343-45. Accordingly, because of the ambiguity of the term, the Federal Circuit found "the patentee [] failed to inform with *reasonable certainty* those skilled in the art about the scope of the invention." *Id.* at 1345 (emp. in original). A similar holding took place in *Infinity Comp. Prod., Inc. v. Oki Data Amer., Inc.,* 987 F.3d 1053 (Fed. Cir. 2021), where the claim language and specifications failed to provide reasonably certain scope of the term "passive link," concerning which the patentee gave conflicting constructions in prosecution and reexamination. *Id.* at 1060. There, too, the Federal Circuit found a lack of reasonable certainty as to the scope of the asserted claims.

Like *Teva* and *Infinity,* the prosecution histories here only add to the uncertainty of the claim language. Although Safoco did not provide multiple possibilities like *Teva* or contradictory constructions like *Infinity,* the disavowal Safoco made contradicts the language of the claims. Safoco differentiated its invention from prior art by contenting a "biasing member disposed in the valve actuator [moves] a gate of a safety valve into an open position and forces the fluid out of the valve actuator," yet, the claim language of the '794 Patent does not recite the same and claims that the "controller assembly…actuates the valve assembly…to release fluid from the valve actuator". Furthermore, the '609 Patent claims lack any reference to a "biasing member" and merely recite "the control assembly…actuates the valve assembly…to release the fluid from the valve actuator to move the safety valve into the open position…". The specification does not clarify the issue as it only notes that pressure changes within the valve actuator can cause the "gate" to move and that these pressure changes are caused by supplying pressure into or releasing pressure from the valve actuator. *See, e.g.,* (claiming "a valve assembly," which the claims state fluid is provided into or released from, *see* Ex. A, col. 20, ll. 38-51, and Ex. B, col. 20, ll. 38-51; a "pilot valve," which is not mentioned in the claims, *id.* at Ex. A, col. 25, ll. 34-43 and 52-54, and Ex. B col. 25, ll. 35-45

and 54-57; "a valve operator," which lacks definition and is similarly not used in the claims. Ex. A, col. 12, ll. 31-35 and Ex. B, col. 12, ll. 30-65; Ex. A, col. 17, ll. 64- col. 18, ll. 2, and Ex. B, col. 17, ll. 64- col. 18, ll. 2.

At bottom, the "wherein" functional language of the asserted claims notes the end results of function without reciting how the functions are performed. A POSITA reviewing the claims would not obtain certainty from the specification, which is inconsistent and ambiguous on the issue like the claims. A review of the prosecution history only buttresses this lack of reasonable certainty, as the pertinent history negates use of a double actuated valve and contradicts the claim language. Consequently, although functional limitations are not *per se* indefinite, the claims asserted here are not reasonably certain when viewed in light of their language, the patent specifications and prosecution histories and should be found indefinite.

C. The Functional "Wherein" Clauses of the Asserted Claims Recite an Apparatus and Method for Using the Same.

The challenged claim language is also indefinite for covering both an apparatus and a method of using that apparatus. *See, e.g., In re Katz Interactive Call Processing Patent Litig.*, 639 F.3d 1303, 1318 (Fed. Cir. 2011). In *Katz*, the Federal Circuit held that functional claim limitations were indefinite for reciting both an apparatus and method because the claim language was directed to user actions and not merely system capabilities. *Id.* The Federal Circuit came to a different conclusion in *MasterMine Software, Inc. v. Microsoft Corp.*, 874 F.3d 1307 (Fed. Cir. 2017), reasoning that "the functional language [] d[id] not appear in isolation, but rather, [wa]s specifically tied to structure..." *Id.* at 1316.[7]

[7] The claim language at issue recited a computer system comprising "a reporting module installed within the CRM software application…wherein the reporting module installed within the CRM software application presents a set of user-selectable database fields as a function of the selected report template, receives from the user a selection of one or more of the user-selectable database fields, and generates a database query as a function of the user selected database fields." *Id.* at 1315.

As noted above, each of the asserted apparatus claims includes a final "wherein" clause that recites the following:

> …wherein the controller assembly is operable to actuate the valve assembly in response to a comparison of the measured physical property to the predetermined condition to release the fluid from the actuator [so that the biasing member moves/to move] the [safety valve/gate] into the open position [force the fluid out of the valve actuator] and thereby opens fluid flow through the second fluid line to return fluid in the first fluid line back to the fluid supply or another reservoir."

Although the claim language here does not recite a "user," the functional language requires use to come to "a comparison of the measured physical property to the predetermined condition to release the fluid from the actuator." Thus, it is unclear whether infringement occurs from creating a system with this functional capability, or using the system following "a comparison of the measured physical property to the predetermined condition to release the fluid from the actuator." Moreover, unlike *MasterMine*, this "wherein" claim language is not tied to any particular claimed structure and is set apart in isolation. As a result, the claims of the patents-in-suit are indefinite.

CONCLUSION

For all of the foregoing reasons, Defendant KLX Energy Services LLC respectfully requests that the Court find the claims of the patents-in-suit invalid for the reasons noted above.

Respectfully submitted,

s/Zachary A.P. Oubre/

Zachary A.P. Oubre, OBA # 30666
McAfee & TAFT A Professional Corporation
Eighth Floor, Two Leadership Square
211 North Robinson Ave.
Oklahoma City, OK 73102
(405) 235-9621
(405) 228-7334 (fax)
zach.oubre@mcafeetaft.com

Michael E. Jones, State Bar No. 10929400
mikejones@potterminton.com
Shaun W. Hassett, State Bar No. 24074372
shaunhassett@potterminton.com
POTTER MINTON, P.C.
112 N. College Ave., Suite 900
Tyler, Texas 75702
Tel: (903) 597-8311
Fax: (903) 593-0846

Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of January, 2024, the foregoing was filed with the Court electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's system.

s/Zachary A.P. Oubre/