

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

META PLATFORMS, INC.,
Petitioner

, v.

SITNET LLC,
Patent Owner

U.S. Patent No. 8,332,454

IPR Case No.: 2024-00529

**SITNET LLC'S SUR-REPLY TO PETITIONER'S REPLY TO
PATENT OWNER'S REPOSE**

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EXHIBIT LIST

No.	Exhibit Description
2001	Joint Claim Construction Brief in SitNet LLC v. Meta Platforms, Inc., No. 1:23- cv-06389-AS (Dkt. 57).
2002	Amended Joint Claim Construction Chart in SitNet LLC v. Meta Platforms, Inc., No. 1:23-cv-06389-AS (Dkt. 58).
2003	Order regarding Trial Schedule in SitNet LLC v. Meta Platforms, Inc., No. 1:23- cv-06389-AS (Dkt. 32).
2004	Statistics for Southern District of New York Judges
2005	Expert Report of Dr. Aviel D. Rubin
2006	Markman Hearing Transcript in SitNet LLC v. Meta Platforms, Inc., No. 1:23- cv- 06389-AS (July 1, 2024).
2007	Claim Construction Order in SitNet LLC v. Meta Platforms, Inc., No. 1:23- cv- 06389-AS (Dkt. 79).
2008	U.S. Patent Application Series No. 11/924,711
2009	Supplemental Expert Report of Dr. Aviel D. Rubin
2010	Excerpts from the Deposition of Jeremy Cooperstock

I. INTRODUCTION

Pursuant to 37 C.F.R. § 42.23, Patent Owner SitNet LLC (“SitNet”) submits the following Sur-Reply to Petitioner’s Reply to Patent Owner’s Response.

Petitioner’s Reply to Patent Owner’s Response (Paper 17, the “Reply”) argues that SitNet’s construction of “event node” impermissibly reads in limitations from the specification’s exemplary embodiments. That is not the case. SitNet construed “event node” pursuant to well established principles of claim construction. In any event, Petitioner’s argument is a red herring. This is because regardless of the term’s construction, the patent claims require that an event node be *in* a multi-dimensional personal information network. Petitioner has not shown Amidon teaches an event node *in* a multi-dimensional personal information network, and Petitioner makes no argument to the contrary. Therefore, Petitioner’s obviousness argument regarding Amidon fails. The Wong-Gogic argument fares no better.

Petitioner fails to offer any evidence the combination of Wong and Gogic discloses an event node. Petitioner attempts to distract from this oversight by claiming that SitNet focuses on the references individually. This is incorrect. It was Petitioner that failed to show that either Wong or Gogic discloses an event node and instead relied on the conclusory statements of its expert.

For these reasons and the reasons discussed below, Petitioner has failed to establish the challenged claims are invalid and unpatentable.

II. SITNET CONSTRUED “EVENT NODE” PURSUANT TO THE CONTEXT OF THE CLAIMS

Contrary to Petitioner’s arguments, SitNet construed “event node” within the context of the 454 Patent’s claims and specification.

A bedrock principle of claim construction is that the skilled artisan is deemed to read the claim term within the context of the particular claim in which the disputed term appears. *Phillips v. AWH Corp.*, 415.F.3d 1303, 1313 (Fed. Cir. 2005); *see Slimfold Mfg. Co. v. Kinkad Industries, Inc.*, 810 F.2d 1113, 1116 (Fed. Cir. 1987) (“Claims are not interpreted in a vacuum, but are part of and are read in light of the specification.”).

Here, SitNet construed “event node” within the context of the particular claims in which it appears. As SitNet stressed in its Patent Owner’s Response (Paper 14, “POR”), claim 1 does not simply claim an “event node.” Rather, it claims, “an event node *in a multi-dimensional personal information network*[.]” Paper 14, 3. Claim 20 does the same: “an event node *in a multi-dimensional personal information network*[.]” *Id.*

The 454 specification defines a multi-dimensional personal information network as an N-dimensional social network (NDSN). 454 Patent, 14:28-31 (“An N-dimensional social network (NDSN), also called a multi-dimensional personal information network, captures and manages multi-dimensional relationships between persons and other entities that are users of the network.”).

The 454 specification further describes that when an event node operates within an NDSN, it “propagates up-to-date information on the situation” and that “[e]ach node is capable of communicating in a peer-to-peer fashion with other nodes in the NDSN.” 454 Patent, 7:42-51; *Id.* 15:1-4. Therefore, it logically follows that an event node is a node within an NDSN providing up-to-date information regarding an event or situation via peer-to-peer communication with other nodes.

For its part, Petitioner argues that SitNet’s definition: (1) is inconsistent with SitNet’s expert testimony; and (2) impermissibly reads in limitations from the 454 specification’s exemplary embodiments. Paper 17, 2-5. That is incorrect. First, Petitioner fails to cite any testimony from SitNet’s expert in which he opines on the definition of an event node *within* a multi-dimensional personal information network. Indeed, Petitioner cites to an excerpt from Dr. Rubin’s deposition where he was simply asked, “In the context of a network, what’s a node.” Reply, 3; EX2009, ¶34; EX1020, 25:19-28:19. But that inquiry plainly fails to address the definition of “event node” *within* a multi-dimensional personal information network. Thus, Petitioner’s citation to Dr. Rubin’s testimony is an attempt to divorce “event node” from the context in which it lies and construe “event node” in a vacuum. SitNet directs Petitioner back to Dr. Rubin’s report where he explicitly opines that “[a]n ‘event node’ as described in

the 454 Patent is a node in an N-dimensional social network (NDSN) that corresponds to an event...[and] the event node taught by the 454 Patent operates as a member of a social network, that communicates with a situation authority/event node server.” EX2009, ¶68.

Second, SitNet does not read in limitations from the specification’s exemplary embodiments. Rather, SitNet references the portion of the specification that describes how an event node operates within an NDSN:

In the context of the NDSN, a PIA associated with each user is or encompasses a node of the situational network. The situation or event itself may also be associated with a node on the SitNet, known as the event node for the SitNet. For example, an entity, such as a trusted provider of information (e.g., a news source such as CNN or weather.com), establishes an event node in an NDSN that propagates up-to-date information on the situation to PIAs of the NDSN connected to that event node.

Paper 17, 5; 454 Patent, 7:42-51. Petitioner cites to three embodiments from the specification to argue that the specification does not require information about a situation to be communicated by the event node:

A user 250 may also share information related to the situation with another user in the NDSN using a connection established between the user’s PIA 404 and another PIA 406. PIA 406 may or may not be connected to the event node server 3011.

Paper 17, 4; 454 Patent 19:52-20:19; *see Id.*, 20:1-5. But Petitioner omitted the earlier language from this embodiment which requires that an event node communicate information about a situation *before* a user does:

A user 250 ***can then*** request connection to the event node server 3011 through the PIA 404 in order to receive and share information about the situation with the situation authority 207.

454 Patent 19:65-20:1. Petitioner cites to 21:53-64 for the same reason. Paper 17, 4. But that excerpt also confirms that an event node communicates information about a situation *before* a user does:

Upon discovering that they are connected to the event node 3010 along the storm dimensions a new link between Ted 3042 and Fred 3040 along a storm dimension 3049 is established

454 Patent 21:55-59: This embodiment only confirms that an event node communicates about a situation (i.e., a snowstorm) before a link between Ted and Fred is established.

And finally, the fact that “[n]otifications may be distributed in the SitNet 300 using a peer-to-peer connections” does not rebut the fact that an event node must *first* communicate information about a situation. Paper 17, 4.

Thus, SitNet is not narrowing the scope of “event node” as Petitioner suggests but is simply construing the term pursuant to the context in which it

lies.

III. RESPONSE TO GROUNDS FOR INVALIDITY RAISED

A. The Petition has not shown Amidon discloses an event node within a social network.

Independent claims 1 and 20 recite “an event node in a multi-dimensional personal information network.” Petitioner does not dispute that a “multi-dimensional personal information network” is a social network. Paper 1 (Petition), 15. Accordingly, Petitioner must do two things to find this limitation within the teachings of Amidon: 1) it must show Amidon discloses an “event node;” and 2) it must show that Amidon discloses an instance of a social network containing the “event node.” Petitioner has failed to do the second, and thus failed to show Amidon discloses “an event node in a multi-dimensional personal information network.”

The main dispute between the parties is whether Amidon’s social network conference is a social network or a node. If the social network conference is a node, as Petitioner asserts, then there must be a social network which includes the conference as a node. But Petitioner has pointed to no such teaching within Amidon.

Petitioner relies heavily on Amidon’s “social network conference” as allegedly disclosing or satisfying the “node” and “event node” limitations of the challenged claims. Paper 17, 7. Petitioner points to Amidon’s system 12 which

“includes a messaging server 14 and social network server 16,” (Paper 1, 18) which Petitioner contends “creates the social network conference, and is the claimed event node server.” Paper 17, at 5. “Social network server 16 stores data defining *one or more social networks*, social network member data, and other social network data in one or more stores 22.” Amidon, 9:23-25. Accordingly, Amidon discloses a system including social networks stored within social network server 16. The social networks stored within Amidon’s system, as Petitioner acknowledges, are shown in Fig. 1. Paper 1, 16-17.

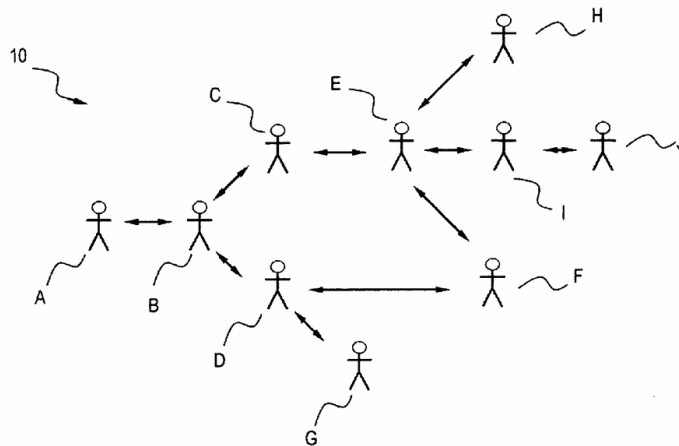


FIGURE 1

Notably, social network 10 of Fig. 1 comprises only users.

“FIG. 1 illustrates an exemplary social network 10 that may be used as the basis for one or more *social network conferences*. In this example, links between *users A, B, C, D, E, F, G, H, I, and J* are shown by double-ended arrows, although one of skill in the art will recognize that, in Some situations, social network links may be

unidirectional.”

Amidon, 6:58-63 (emphasis added). Furthermore, Petitioner points to the user interface comprising window 200. Paper 17, 5; Paper 1, 19. The display area of window 200 “comprises a portion of the window comprising a display of *social network conference group 201 comprising Bob, Vicky, James, Joe, Mary, Zeke, Sue, John, Matthew, and Mark.*” Amidon, 17:7-10. As can be seen from the depiction of window 200 in Fig. 4, the social network conference group 201 is the same social network as Fig. 1, which includes only users.

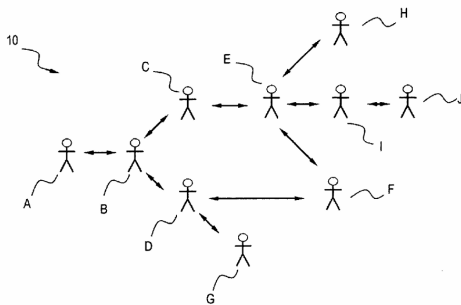


FIGURE 1

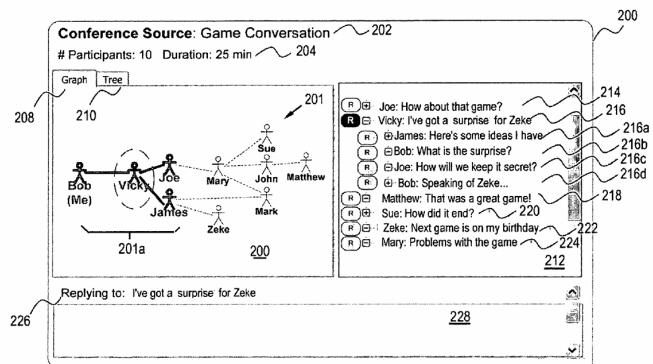


FIGURE 4

All the portions of Amidon that Petitioner cites disclose social networks consisting only of users. Thus, to the extent the social network conference is a node as Petitioner asserts, Petitioner has not shown a social network disclosed by Amidon that includes the social network conference as a node.

Characterizing the “social network conference” as a node contradicts its very name. The first part of the name is “social network,” which Amidon defines as “*a group* of persons or other entities (‘members’) linked to one

another through one or more types of Social connections.” Amidon, 1:28-30 (emphasis added). After the term “social network” the name immediately concludes with “conference” which by its very definition requires *a group*. See Paper 14, 7. Accordingly, the name “social network conference” alone denotes a group or plurality. Thus, it would be inconsistent with the name “social network conference” to characterize it as a single entity or node.

Characterizing the “social network conference” as a node further collapses upon close examination of Amidon’s architecture, as shown in Figure 3, and how it maps to the user interface shown in Fig. 4. As previously noted, Amidon’s social network server 16 “stores data defining *one or more social networks*.” Amidon, 9:23-24 (emphasis added). The data defining a social network conference is shown in Fig. 3 and is typical of that of a social network.

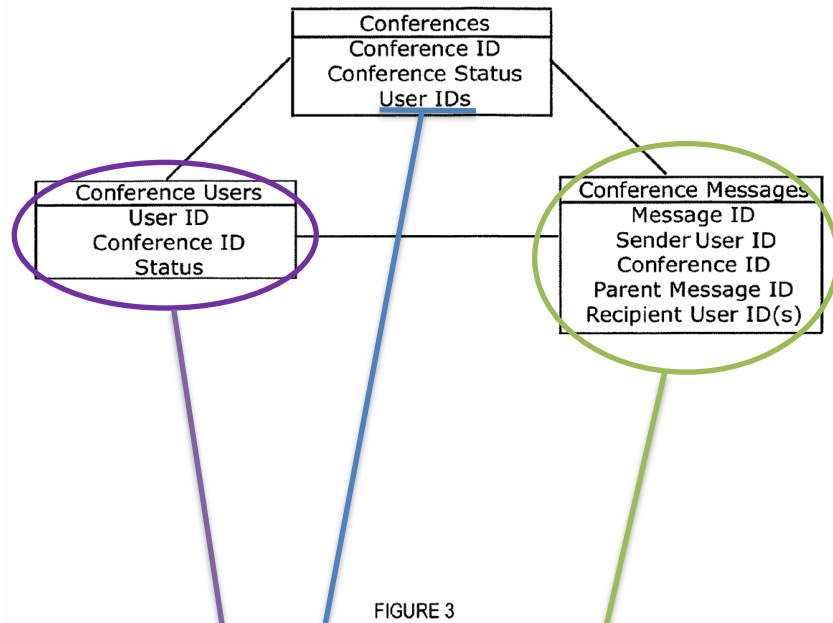


FIGURE 3

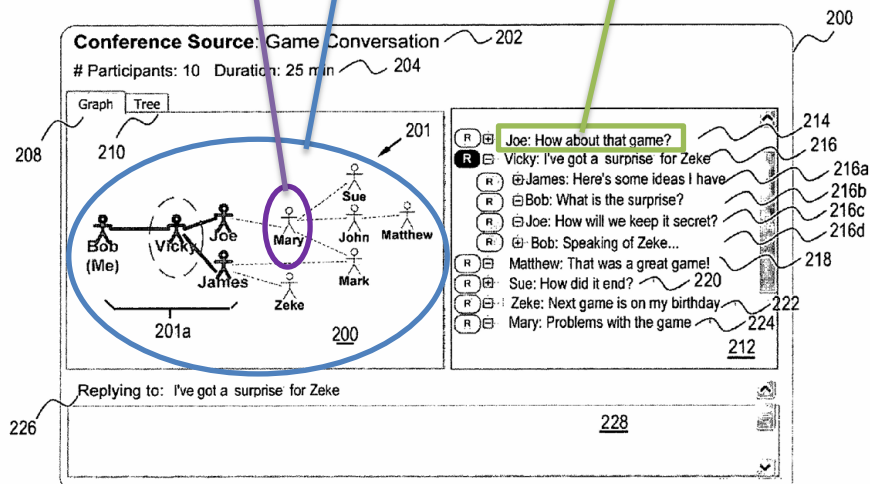


FIGURE 4

“[S]ocial network conferences may be defined using a plurality of data structures such as are illustrated in FIG. 3. Conferences may be defined by *a database record including a conference ID and list of users by user ID.*”

Amidon, 15:8-10 (emphasis added). Accordingly, a social network conference is defined by a list or group of users. A group of users or other entities is what

Amidon characterizes as a “social network.” Amidon, 1:28-30. Accordingly, a social network conference is defined by a data structure (e.g., an “object”) that includes a social network. Furthermore, “[c]onference activity may be cross-referenced between *database records*—for instance, *a record may be included for each user* indicating the status of each user with regard to one or more conferences by conference ID.” Amidon, 15:12-15. Thus, there is a corresponding record for each entity within the conference, further indicating the social network conference is “a group of persons or other entities” consistent with the Amidon’s definition of a “social network.”

Additionally, within the Amidon social network conference, users may message about the conference topic (e.g., “Game Conversation”): “[w]indow 200 further includes conference thread display area 212. Based on information received from social network conferencing system 12, thread display area 212 includes a plurality of threads (214, 216, 218, 220, 222, 224), each thread comprising data (messages, content, etc.) exchanged amongst the members of conference 201.” Amidon, 16:65-18:50, FIG. 4. Thus, the Amidon social network conference itself *is* the multi-dimensional personal information network. Accordingly, to the extent the social network conference is a social network, as its name implies, Petitioner has not shown a social network disclosed by Amidon that includes an event node.

Petitioner asserts Amidon's social network conference is an event node. Patent Owner, however, contends the social network conference is a social network. Regardless of whether the social network conference is a node or a social network, Petitioner has not identified a disclosure in Amidon of an event node within a multi-dimensional personal information network. Thus, under either party's characterization, the required limitation is missing. Accordingly, regardless of which characterization of the "social network conference" is correct, Petitioner has failed to show Amidon discloses "an event node in a multi-dimensional personal information network." Consequently, Petitioner has not established Amidon invalidates claims 1-7 and 20.

1. Claims 3, 4, 6, and 7

Petitioner's arguments regarding dependent claims 3, 4, 6, and 7 rely on its flawed assertion that Amidon teaches an event node within a social network. As discussed *supra*, Petitioner has not established that Amidon discloses an event node within a social network, as required by independent claim 1. Accordingly, Petitioner's arguments can be disposed of for these reasons alone.

B. Petitioner provides no evidence that the combination of Gogic and Wong discloses an event node.

Petitioner does not dispute that neither reference teaches the event node: "Petitioner does not contend that either Gogic or Wong individually teaches an

event node.” Paper 17, 18. Yet confusingly, Petitioner goes on to argue that “a new node”—allegedly taught in Wong—is an event node. *Id.* at 19. Petitioner then argues that “a new node (i.e., an event node) related to the identified event or condition (i.e., a situation) would be useful in Wong’s social network to facilitate communication amongst an ad-hoc communication group related to the event or condition.” *Id.* But again, Petitioner itself admits that neither reference “teaches an event node.” Paper 17, 18. Therefore, it is not possible to combine Wong’s “new node (i.e., an event node)” with Gogic’s ad-hoc communication group to provide “an event node in a multi-dimensional personal information network” because neither Wong nor Gogic disclose “an event node.” *Id.* Accordingly, the combination of Wong and Gogic necessarily fails to provide all the elements of claims 1-9 and 22. Failing to provide all the elements of the claims, the combination of Wong and Gogic does not render claims 1-9 and 20 obvious.

Petitioner cites to a single paragraph of its expert’s testimony where he opines that a “POSA would have recognized a new node related to the to the identified event of condition would be useful in Wong’s social network to facilitate communication amongst an ad-hoc communication group related to the event or condition.” Paper 17, 19; EX1003, ¶¶177-178; Paper 1, 53. But, as Patent Owner previously noted, “[n]o logic, reason, or underlying rationale is

provided for this conclusionary statement.” Paper 14, 20. It is well settled law that conclusory statements of experts are inadequate to support an obviousness determination. *See KSR Int’l Co. v. Teleflex, Inc.* 550 U.S. 398, 418 (2007) (“[R]ejections on obviousness grounds cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rationale underpinning to support the legal conclusion.”). Since KSR, it has been consistently “under-scored that [an] expert’s ‘conclusory statements and unspecific expert testimony’ [do] not qualify as substantial evidence that could support the Board’s conclusions regarding obviousness.” *TQ DELTA, LLC v. Cisco Systems, Inc.* 942 F.3d 1352, 1360-1361 (Fed. Cir. 2019) (citing *DDS Tech. Mgmt., Inc. v. Apple Inc.*, 885 F.3d 1367, 1376 (Fed. Cir. 2018) and quoting *Arendi S.A.R.L v. Apple Inc.*, 832 F.3d 1355, 1366 (Fed. Cir. 2016)). The conclusory statements of Petitioner’s expert, therefore, cannot substitute for finding an “event node” within the prior art.

For its part, SitNet precisely articulated in the POR why a skilled artisan would not have been motivated to combine Gogic with Wong: “such combination would have been technically infeasible.” POR, 21-25; *See Ex.* 2009 (Rubin Decl.), ¶86. Indeed, Sitnet devoted four pages to this argument and thus respectfully directs the Board to the Paper 14, 21-25.

Petitioner attempts to reframe the issue by claiming that SitNet’s

argument is based on an “improper bodily incorporation theory.” Reply, 20. But Petitioner oversimplifies SitNet’s argument by implying that SitNet is suggesting that Wong and Gogic cannot be used together in an obviousness analysis because they’re not physically compatible. Reply, 20-21. Indeed, Petitioner cites *In re Sneed* for the rule that is not necessary that inventions of the references be physically combinable to render obvious the invention under review. *Id.* That may be true, but *Sneed* is inapposite. The issue is here not whether Wong and Gogic are “physically combinable.” The issue is whether the combination of Wong and Gogic disclose an “event node”. “Petitioner does not contend that either Gogic or Wong individually teaches an event node.” Paper 17, 18. Accordingly, other than insufficient conclusory statements, Petitioner has not established the combination of Gogic and Wong disclose an event node, let alone “an event node in a multi-dimensional personal information network” as required by claims 1-9 and 20.

Claims 1-4, 6, 8, 9 and 20 require “an event node in a multi-dimensional personal information network.” Petitioner has failed to establish that the combination of Wong and Gogic discloses an event node. Consequently, Petitioner has not established the combination of Wong and Gogic invalidates claims 1-4, 6, 8, 9, and 20.

IV. CONCLUSION

For the foregoing reasons, the Petition fails to establish that the challenged claims are invalid or unpatentable. Accordingly, the Board should confirm the patentability of all challenged claims.

Dated: April 9, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE (37 C.F.R. § 42.6(e))

Pursuant to 37 C.F.R. § 42.6(e), the undersigned hereby certifies that the foregoing was served on April 9, 2025 by e-mailing copies to the e-mail addresses as provided in Petitioner's Petition.

Dated: April 9, 2025

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CERTIFICATE OF WORD COUNT

Under the provisions of 37 C.F.R. § 42.24, the undersigned hereby certifies that word count for the foregoing Sur-Reply (excluding the table of contents, certificate of service, word count, or listing of exhibits) total 2989 words, which is less than the 5,600 words allowed under 37 C.F.R. § 42.24(c)(4).

Dated: April 9, 2025

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