

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. 8,249,932

IPR Case No.: 2024-00612

**SITNET LLC'S RESPONSE TO PETITION FOR *INTER PARTES*
REVIEW OF U.S. PATENT NO. 8,249,932**

TABLE OF CONTENTS

I. INTRODUCTION	1
II. CLAIM CONSTRUCTION.....	1
A. 37 C.F.R. § 42.100(B) STATEMENT	1
B. EVENT NODE	1
III. RESPONSE TO GROUNDS FOR INVALIDITY RAISED.....	3
A. GROUND 1: CLAIMS 12 AND 14-21 ARE NOT RENDERED OBVIOUS BY AMIDON IN VIEW OF WALSH AND SHAHINE	3
1. EVENT NODE.....	3
B. GROUND 2: CLAIM 13 IS NOT OBVIOUS OVER AMIDON AND WALSH IN VIEW OF SHAHINE	10
C. GROUND 3: CLAIM 20 IS NOT OBVIOUS OVER AMIDON AND WALSH IN VIEW OF JONES.....	11
IV. CONCLUSION.....	11

EXHIBIT LIST

No.	Exhibit Description
2001	Joint Claim Construction Brief in <i>SitNet LLC v. Meta Platforms, Inc.</i> , No. 1:23- cv-06389-AS (Dkt. 57).
2002	Amended Joint Claim Construction Chart in <i>SitNet LLC v. Meta Platforms, Inc.</i> , No. 1:23-cv-06389-AS (Dkt. 58).
2003	Order regarding Trial Schedule in <i>SitNet LLC v. Meta Platforms, Inc.</i> , 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 <i>SitNet LLC v. Meta Platforms, Inc.</i> , No. 1:23- cv- 06389-AS (July 1, 2024).
2007	Claim Construction Order in <i>SitNet LLC v. Meta Platforms, Inc.</i> , No. 1:23- cv- 06389-AS (Dkt. 79).
2008	<i>INTENTIONALLY LEFT BLANK</i>
2009	Supplemental Expert Report of Dr. Aviel D. Rubin

I. INTRODUCTION

Pursuant to 35 U.S.C. § 313 and 37 C.F.R. § 42.107, Patent Owner SitNet LLC (“SitNet”) submits the following Response to the Petition for *Inter Partes* Review of claims 12-21 of U.S. Patent No. 8,249,932 (“the 932 Patent”) filed by Petitioner, Meta Platforms, Inc. (“Petitioner” or “Meta”). The patent at issue is currently being asserted against Petitioner in *SitNet LLC v. Meta Platforms, Inc.*, No. 1:23-cv-06389-AS (S.D.N.Y. July 24, 2024) (“*SitNet v. Meta*”).

II. CLAIM CONSTRUCTION

A. 37 C.F.R. § 42.100(b) Statement

Pursuant to 37 C.F.R. § 42.100(b), Patent Owner respectfully requests the Board considered and adopt the District Court’s construction of all terms in *Sitnet v. Meta*, as detailed in Ex. 2007.

B. Event Node

The District Court determined the term “event node” needed no construction, but noted the “the claims clarify that ‘the event node corresponds to a situation.’” Ex. 2007, at 6. The specification itself, however, provides a definition for an event node.

Claim 12 recites, “an event node *for the situation in a multi-dimensional personal information network.*” (Emphasis added.) Accordingly, claim 12 recites an event node corresponding to a situation in a multi-dimensional personal information network. The specification defines a multi-dimensional personal information network as an N-dimensional social network (NDSN). 932 Patent, 14:10-13 (“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.”) (emphasis added). Claim 12, therefore, explicitly recites an event node within a N-dimensional social network (multi-dimensional personal information network) corresponding to the situation.

The specification explicitly defines the operation of an event node within an N-dimensional social network:

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.”

932 Patent, 7:29-38.

Thus, an event node is defined in the specification as a type of node that communicates up-to-date information in a NDSN. This definition is consistent with the general definition of a node provided in the specification.

Each node is capable of communicating in a peer-to-peer fashion with other nodes in the NDSN, and thus is a user’s point of connection to the

NDSN, providing a user with access to information that can be obtained from other users of the NDSN with whom the user has a relationship.

932 Patent, 14:50-54.

Given that an event node “*propagates up-to-date information on the situation*” and that “each node is capable of communicating in a peer-to-peer fashion with other nodes,” an event node must be a node within an NDSN that communicates information regarding the event in a peer-to-peer fashion with other nodes of a NDSN. Furthermore, claim 12 recites an event node within a NDSN. Thus, an event node per claim 12 is a node within an NDSN providing up-to-date information regarding an event or situation via peer-to-peer communication with other nodes.

III. RESPONSE TO GROUNDS FOR INVALIDITY RAISED

A. Ground 1: Claims 12 and 14-21 Are Not Rendered Obvious by Amidon in View of Walsh and Shahine

The Petition fails to demonstrate the combination of Amidon (U.S. Patent No. 8,346,864), Walsh (U.S. Patent No. 9,195,996), and Shahine (U.S. Patent No. 8,799,073) discloses a “event node” as recited in independent claim 12. The combination of Amidon, Walsh, and Shahine, therefore, cannot render the challenged claims invalid and unpatentable.

1. Event Node

As detailed *supra*, independent claim 12 recites a “event node” within a multi-dimensional personal information network (*i.e.*, an N-dimensional social network)

that corresponds to a situation. Petitioner contends that “Amidon teaches ‘*establishing an event node for the situation in a multi-dimensional personal information network*’ in the form of a ‘social network conference’ to which users may connect.” Petition, at 16. But a conference cannot be a node, let alone an event node. Ex. 2008, ¶¶ 90-105.

A conference is defined by the American Heritage Dictionary as “a. A meeting for consultation or discussion. b. An exchange of views.” American Heritage Dictionary Entry: conference, <https://ahdictionary.com/word/search.html?q=conference>; Ex, 2008, ¶ 93. A meeting requires a group of participants, and a discussion requires communicating with other participants in the meeting. Thus, a conference is a group of individuals communicating with one another.

Consistent with the accepted meaning of “conference,” Amidon states:

Users may *participate* in social network conferences by way of any *suitable communication technique(s)*. For example, conferences may comprise textual messages, such as instant message (IM) and short message service (SMS) messages. Conferences may comprise audio messages. Such as voice chat via streamed audio content, shared audio files, telephone (including VoIP, cellular, or other telephonic communication), or other suitable technique. Conferences may comprise video messages, such as video chat via streamed video, shared video files, or other suitable techniques. Of course, combinations of the foregoing (and additional communication techniques) may be used in conferencing.

For purposes of this disclosure, the term “conferencing system” is used to refer to components arranged to provide social network conferencing functionality. ***Conferencing functionality may be provided by a separate communication system*** dedicated to conferencing or may be provided as a component in a larger communication system.”

Amidon, 3:4-21. Amidon thus details a user participates in the conference by means of communicating with other participants of the conference via “any suitable communication technique.” Furthermore, Amidon notes that “conference functionality” is provided by a “communication system.” Accordingly, Amidon defines its social networking conference consistent with the plain and ordinary meaning of a conference – *i.e.*, a group of individuals communicating with one another.

FIGS. 4 and 5 of Amidon (reproduced below) reveal that the social networking conference is nothing more than individuals communicating with one another in a conference group chat.

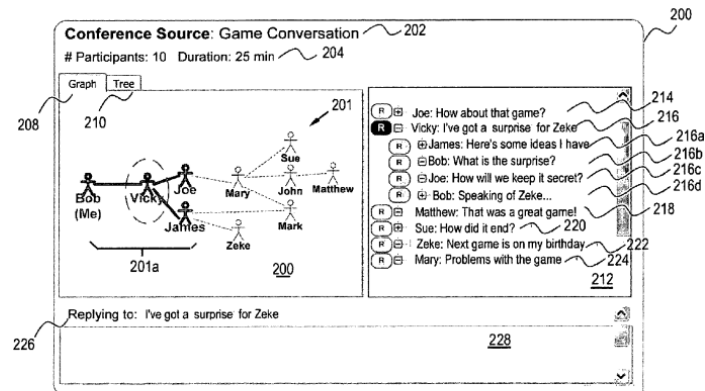


FIGURE 4

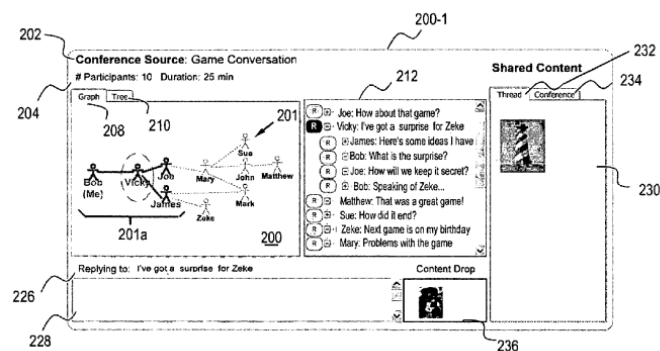


FIGURE 5

With respect to the above figures, Amidon describes that its “display area 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 the conference merely comprises members, it is nothing more than an online meeting of individual users. Furthermore, “[w]indow 200 further includes conference thread display area 212 ... includes a plurality of threads (214, 216, 218, 220, 222, 224), each thread comprising data (messages, content, etc.) exchanged 25 amongst the members of conference 201.” Amidon, 17:21-26. In other words, the members of Amidon’s conference are

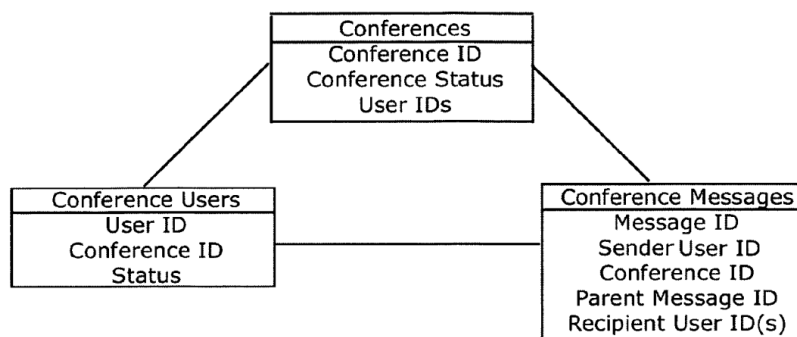
communicating with another; Amidon's conference is merely a group of individuals communicating with one another.

A group of individuals cannot be a node, let alone an event node. The specification states, "Each node is capable of communicating in a peer-to-peer fashion with other nodes in the NDSN". 932 Patent, 14:50-51. Additionally, "an event node in an NDSN that propagates up-to-date information on the situation," 932 Patent, 7:35-37. Accordingly, as noted *supra*, an event node is node communicating information regarding a situation in a peer-to-peer fashion. Communicating in peer-to-peer fashion requires one node communicating with another user. *See* Definition of peer-to-peer | PCMag, <https://www.pcmag.com/encyclopedia/term/peer-to-peer> ("From user to user. Peer-to-peer implies that either side can initiate a session and has equal responsibility.") Accordingly, an event node would be an element *within* a conference, but *not* the conference itself. Ex. 2008, ¶ 94.

Not only is Amidon's social network conference not an "event node," but Amidon also fails to disclose that its social network conferences include an "event." With respect to the above figures, Amidon states that "display area 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. Only users are listed as participants of the conferences and shown in FIGS. 4 and 5. Consequently, the conferences do not include as a participant the

situation or event underlying the conference. Being a group of participants that excludes the underlying situation or event, the conferences do not include an “event node” corresponding to a situation as required by claim 12.

In addition to the graphical depictions of the social network conferences provided in FIGS. 4 and 5, Amidon provides illustrations of “the stored data” defining a conference that Petitioner also asserts teaches the claimed “event node.” For example, Amidon’s FIG. 3 (reproduced below) shows “a plurality of exemplary data structures suitable for use in defining and tracking social network conferences.” Amidon, 5:24-26.



As shown in the above FIG. 3, “conferences may be defined by a database record including a *conference ID and list of users by user ID.*” Amidon, 15:10-12. 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. Accordingly, Fig. 3 shows a database entry for a conference. Ex. 2008, ¶¶ 94-96.

The record includes a cross-reference (foreign key) establishing a relationship with another database entry representing a user – i.e., the “user ID”. Ex 2008, ¶ 96. This relationship by foreign key cross-reference is shown in Fig. 3 by the line connecting the “Conferences” database record with the “Conference Users” database record. *Id.*

Likewise, Fig. 3 shows a relationship between a database record for each conference (in “Conferences”) and a database record for a message (in “Conference Messages”). Ex 2008, ¶ 96. “Each message may be tracked by a record including a unique message ID and cross-reference to a conference ID.” Amidon, 15:18-19. Thus, each Conference Message record within the database includes a foreign key (conference ID) relating it to a specific conference. Ex 2008, ¶ 96. The relationship is shown by the line connecting the “Conference Messages” database record to the “Conferences” database record. *Id.*

Fig. 3 also shows a relationship between the database record for a message and the database record for the user. Ex 2008, ¶ 96. “[T]he message record may include a list of recipients by user ID or other data indicating recipients, such as a cross-reference to other records.” Amidon, 15:20-22. Thus, each Conference Message record within the database includes a foreign key (user ID) relating it to a specific conference user that either received or sent the message. Ex 2008, ¶ 96. The relationship is shown by the line connecting the “Conference Messages” database record to the “Conference Users” database record. *Id.*

Showing database records and their relationships via foreign keys, Amidon's Fig. 3 depicts the architecture of a relational database. Ex. 2008, ¶¶ 94-96. But the architecture of relational database is not the claimed "event node" which communicates information regarding a situation in a peer-to-peer fashion with other nodes. Furthermore, the architecture fails to include a database record for the situation underlying the conference. Ex. 2008 ¶ 97. The failure to include a database record defining the situation further indicates that Amidon's social network conferences lack an "event node" corresponding to the underlying event node corresponding situation. Accordingly, Amidon fails to disclose or suggest an "event node" as required by claims 12 and 14-21.

The Petition fails to assert that Walsh and/or Shahine discloses an event node or otherwise overcomes the deficiencies of Amidon. Consequently, the Petition has not established that Amidon in combination with Walsh and Shahine discloses and/or suggests all the elements of claims 12 and 14-21, and thus has not established that claims 12 and 14-21 are obvious over Amidon in view of Walsh and Shahine.

B. Ground 2: Claim 13 Is Not Obvious over Amidon and Walsh in View of Shahine

For the reasons detailed *supra*, Amidon-Walsh-Shahine fails to disclose all the elements of claim 12, from which claim 13 depends. Consequently, the Petition has not established that the combination of Amidon, Walsh, and Shahine discloses and/or

suggests all the elements of claim 13, and thus has not established that claim 13 is obvious over Amidon-Walsh-Shahine.

C. Ground 3: Claim 20 Is Not Obvious over Amidon and Walsh in View of Jones

For the reasons detailed supra, Amidon-Walsh fails to disclose all the elements of claim 12 from which claim 20 depends. The Petition fails to assert Jones (U.S. Publication No. 2006/0095320) overcomes the deficiencies. Consequently, the Petition has not established that Amidon-Walsh in further combination with Jones discloses and/or suggests all the elements of claim 20, and thus has not established that claim 20 is obvious over Amidon-Walsh in view of Jones.

IV. CONCLUSION

The Petition fails to render the challenged claims invalid and unpatentable. Therefore, the Board should uphold the validity and patentability of claims 12-21.

Dated: December 4, 2024

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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 Patent Owner's Response was served on December 4, 2024 by e-mailing copies to the e-mail addresses as provided in Petitioner's Petition.

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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 Patent Owner Response (excluding the table of contents, certificate of service, word count, or listing of exhibits) total 4,697 words, which is less than the 14,000 words allowed under 37 C.F.R. § 42.24(b)(1).

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