

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 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 <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 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 the combination of Amidon, Walsh and Shahine teaches an event node *in* a multi-dimensional personal information network, and Petitioner makes no argument to the contrary. Therefore, Petitioner’s obviousness argument fails.

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 932 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 12 does not simply claim an “event node.” Rather, it claims, “an event node for the situation *in a multi-dimensional personal information network*.” Paper 14 (POR), 1.

The 932 specification defines a multi dimensional personal information network as an N-dimensional social network (NDSN). 932 Patent, 7:24-28 (“In one embodiment, the situational network may be established using the framework of *an N-dimensional social network (NDSN), also referred to hereafter as a multi-dimensional personal information network*, as described in detail below.” (emphasis added)); *Id.* 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)). The 932 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.” 932 Patent, 7:36-37; *Id.* 14:50-51. 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 exemplary embodiments of the 932 Patent. Paper 17 (Reply), 2-5. That is incorrect.

As an initial matter, an "event node" by its very name is a member of the "node" class of objects – e.g., an "event node" is a "node." Being a member of the "node" class, an "event node" would have the general properties of a node. With respect to NDSNs (i.e., multi-dimensional personal information networks) as recited in claim 12, the 932 Patent states, "***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. The 932 Patent goes onto explain that the event node is a point of participation for entities such as news sources (e.g., CNN) to participate in the NDSN as users and provide up-to-date information regarding the event to other members of the NDSN (multi-dimensional personal information 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 (emphasis added).

To the extent this general definition of the “node class” to which an “event node” belongs is limited to one embodiment, as Petitioner contends (Paper 17, 4), the definition is limited to the embodiment recited in claim 12 – i.e., a NDSN / multi-dimensional personal information network. “Although reluctant to exclude an embodiment, this [Board] must not allow the disclosed embodiment to ‘outweigh the language of the claim.’” *Rolls-Royce, PLC v. United Technologies Corp.*, 603 F. 3d 1325, 1334 (Fed. Cir. 2010). *See also TIP SYSTEMS, LLC v. Phillips & Brooks/Gladwin*, 529 F. 3d 1364, 1373 (Fed. Cir. 2008) (“However, to construe the claim term to encompass the alternative embodiment in this case would contradict the language of the claims... Our precedent is replete with examples of subject matter that is included in the specification, but is not claimed.”); and *Schoenhaus v. Genesco, Inc.*, 440 F. 3d 1354, 1359 (Fed. Cir. 2006) (“[W]here a patent specification includes a

description lacking a feature, but the claim recites that feature, the language of the claim controls.”). As such, because the claims are limited to NDSNs (multi-dimensional personal information networks), the language of the claims controls, not the embodiments disclosed in the specification. Thus, Petitioner’s redress to *Liebel-Flarsheim* and *Hill-Rom* (Paper 17, 4) are inappropriate because the claims are expressly limited to NDSN embodiments.

Furthermore, SitNet’s expert does not contradict the definition of an event node *within* a multi-dimensional personal information network as Petitioner contends. (Paper 17, 5). 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.” (Paper 17, 5); EX1056, 26:12-27:13. But that questioning was clearly limited to the general concept of a node:

Q. In the context of a network, *what's a node?*

A. Sure. So a node is different depending on which layer of the network you're referring to. So, for example, in a TCP network, TCP/IP network, the nodes would be the communicating parties that have particular IP addresses.

And in application, it would be whatever attributes are defined by the application. So if the application is a social network, then *a node could be an object representing an entity in the social network* and it would have attributes that would define the node in it.

Q. So in declaration 529, paragraph 34, which I think is the document that you're looking at –

A. Which paragraph? I was on a different one.

Q. 34.

A. Yes, that's it.

Q. You -- you set forth a *definition of what a node is*?

A. Right.

Q. Where did this definition come from?

A. So this represents my understanding of how social networks work and is informed by the Facebook document in footnote 1.

Q. So are you aware that this definition of a node is nearly word-for-word from Facebook's website that's referenced in footnote 1?

A. That does not surprise me.

Q. But it's your opinion that this definition somehow applies to the nodes that are referred to in the 932, the '454 and the '345 patent?

A. Yes.

Q. What's your basis for that?

A. There's nothing in the patents that overrides *this definition of a node, which is my understanding of what a node is in a social network*.

EX1056, 25:22-27:13. Thus, Dr. Rubin was asked about the general class of node objects and gave answers detailing that class of objects in general. He was not asked about the specific “event node” member of that class. Accordingly, the inquiry Petitioner relies upon plainly fails to address the definition of an “event node” *within* a multi-dimensional personal information network. Thus, Petitioner’s citation to Dr. Rubin’s testimony is an attempt to make an “event node” a generic node and to divorce an “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 932 Patent is a node in a situational network that corresponds to an event...[and] the event node taught by the 932 Patent operates as a member of a social network, that communicates with a situation authority/event node server.” EX2009, ¶91.

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, 3); 932 Patent 19:51-55. 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.

932 Patent 19:48-51. Petitioner cites 21:37-48 of the 932 Patent for the same reason. Paper 17, 3. 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

932 Patent 21:39-43: 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” (Paper 17, 3-4) does not rebut the fact that an event node must *first* communicate information about a situation.

Thus, SitNet is not narrowing the scope of “event node,” as Petitioner suggests, but is simply construing the term pursuant to the context of claim 12.

III. RESPONSE TO GROUNDS FOR INVALIDITY RAISED

A. The Petition has not shown the combination of Amidon, Walsh and Shahine discloses an event node within a social network.

Independent claim 12 recites “an event node for the situation 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 combination of Amidon, Walsh, and Shahine: 1) it must show the combination discloses an “event node;” and 2) it must show that the combination discloses an instance of a social network containing the “event node.” Petitioner has failed to do the second, and thus fails to show the combination of Amidon, Walsh, and Shahine discloses “an event node for the situation 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 the combination Amidon, Walsh, and Shahine.

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, 7-9. Petitioner points to Amidon’s system 12

which includes a messaging server 14 (Paper 17, 7) and “social network server 16 that stores data defining one or more social networks, social network member data, and other social network data in one or more stores 22” (Paper 1, 15), which Petitioner contends demonstrates “Amidon’s conference is an object in the network with a unique ID and other attributes defining it.” Paper 17, 7. Just because a “social network conference” is an object within Amidon’s system 12 does not necessitate it being an event node. “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 are shown by Amidon in Fig. 1.

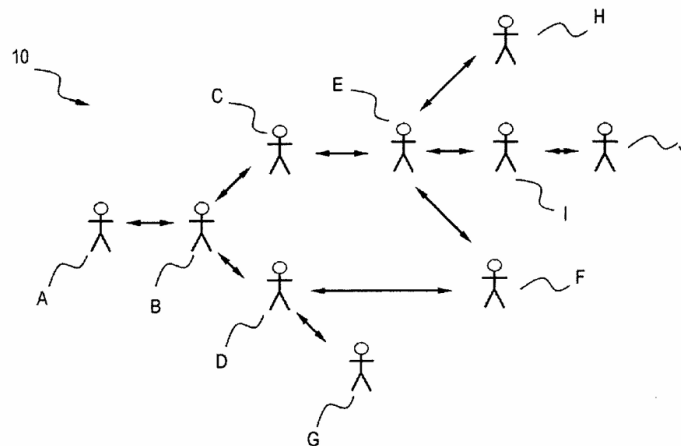


FIGURE 1

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

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. This failure is because a “social network conference” is a social network.

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. After the term “social network” the name immediately concludes with “conference” which by its very definition requires *a group*. See (Paper 14, 4). 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. The data defining a “social network conference” is shown in Fig. 3 and is typical of that of a social network.

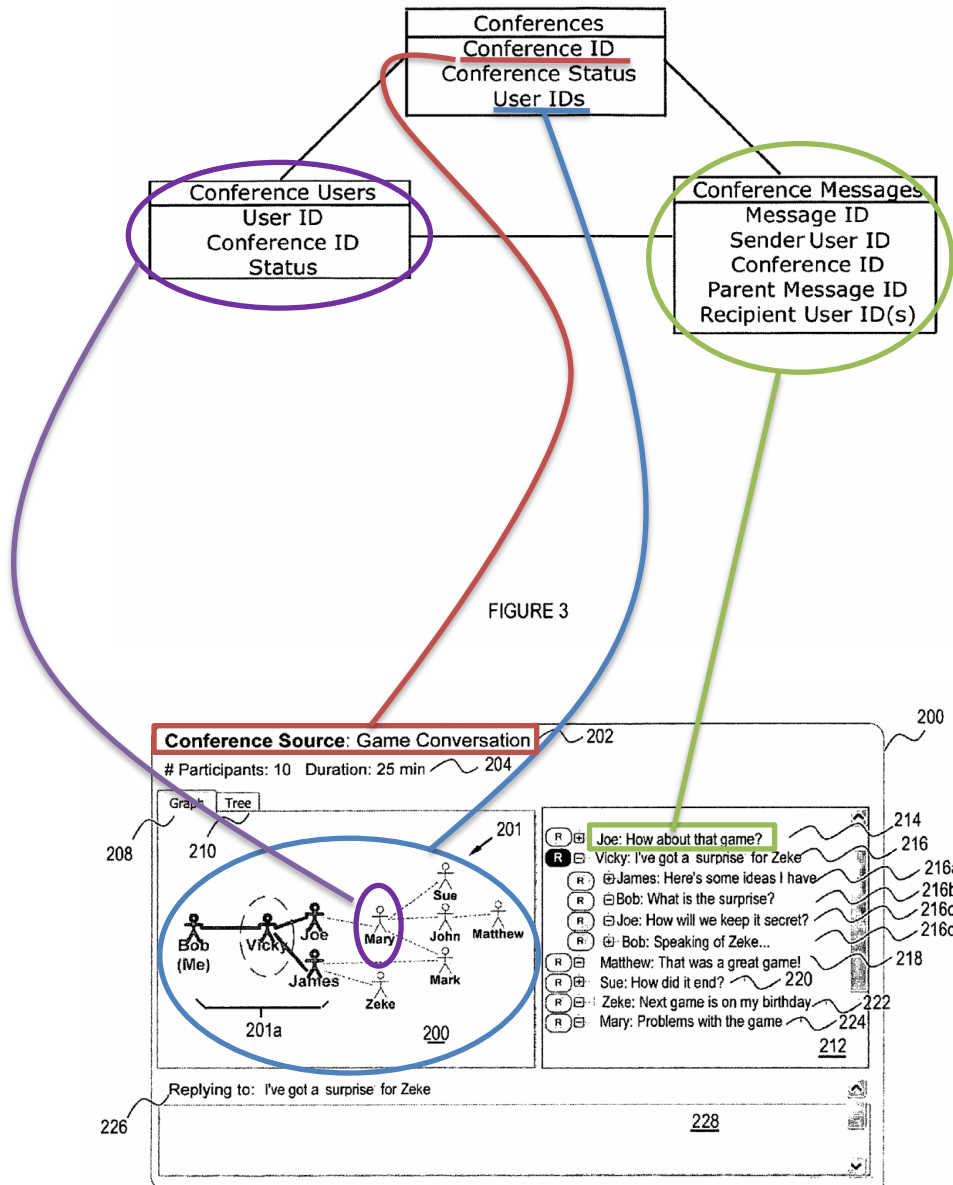


FIGURE 4

“[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. 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 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 25 amongst the members of conference 201. Amidon, 16:65-18:50; *Id.* at FIG. 4. Accordingly, there is an independent database record, as shown in Figs. 3 and 4 above, for each message. Thus, the Amidon 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 the combination of Amidon, Walsh, and Shahine 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 the combination of Amidon, Walsh, and Shahine 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 the combination of Amidon, Walsh, and Shahine discloses "an event node for the situation in a multi-dimensional personal information network." Consequently, Petitioner has not established the combination of Amidon, Walsh, and Shahine invalidates claims 12 and 14-21.

1. Claims 13 and 20

Petitioner's arguments regarding dependent claims 13 and 20 rely on its flawed assertion that the combination of Amidon, Walsh, and Shahine teaches an event node within a social network. As discussed *supra*, Petitioner has not established that the combination discloses an event node within a social network, as required by independent claim 12. Accordingly, Petitioner's

arguments can be disposed of for those reasons alone.

IV. CONCLUSION

For the foregoing reasons, Petitioner 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

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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.

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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 3,029 words, which is less than the 5,600 words allowed under 37 C.F.R. § 42.24(c)(4).

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