

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION**

MAXELL, LTD.,

Plaintiff,

v.

SAMSUNG ELECTRONICS CO., LTD., and
SAMSUNG ELECTRONICS AMERICA,
INC.,

Defendants.

Case No. 5:23-cv-00092-RWS

JURY TRIAL DEMANDED

**PLAINTIFF MAXELL, LTD.'S
REPLY CLAIM CONSTRUCTION BRIEF**

Samsung’s proposal to rewrite claim terms and allegations of indefiniteness or disclaimer should be rejected.¹ Samsung has not met its burden to justify its positions. Samsung’s rewritten claims are not supported by the intrinsic evidence and, further, Samsung has not overcome the presumption that the ordinary and accustomed meaning is the proper one unless lexicography or disavowal applies. For indefiniteness, Samsung does not distinguish the controlling case law and/or ignores critical arguments and thus does not meet the clear and convincing standard. Further, Samsung does not meet the “exacting” standard of a clear and unambiguous disclaimer.

I. THE ’815 PATENT TERMS

A. “the processor generates a group of video information . . . video information”

Samsung points to “Netflix” and Maxell’s “infringement contentions” to limit this claim by requiring the group of video information to include three different categories of video information. RCC at 2-3. There is no support in the intrinsic record to always require three different categories. For example, the claimed “group of video information” may include two pieces of video information 402 and 502, as shown in Figs. 6-7 of the ’815 Patent. Samsung’s proposal requires three, and would exclude this embodiment. Thus, Samsung’s proposal should be rejected.

B. “character”

It is undisputed that Samsung’s proposal includes terms—“control code” and “one unit of information”—a proposal that finds no support in the intrinsic record. RCC at 3-5. Samsung also cites to “ASCII” or “Unicode” standards to narrow the scope without any evidence that the intrinsic record requires limiting the “character” to such standards. Samsung also alleges that displaying the “character” cannot correspond to displaying a graphic of “Batman” when there is no such restriction in the patent. In fact, Samsung’s expert conceded that “like other symbols [an emoji]

¹In view of the RCC, there are no disputed terms with respect to the ’757 Patent.

would be considered by a POSITA to be a character.” Ex. 9 at 50:1-18. Further, Dr. Bederson explains that the disclosed character “ALL PROGRAM INFORMATION” or “MOTHER” appear as “textual labels” on the display. Ex. C, ¶46. There is no limit as to how many units of information are to be used to display “textual labels.” ’815 Patent, Fig. 4 (disclosing text (401), emojis (402), graphics (403, 404)). The claimed “character” is not limited to “one unit of information.”

C. “receiving . . . information that is encrypted”

Samsung inserts a temporal limitation when the claim provides no indication as to the time when second video information is encrypted. *See* MCC at 7-8. Samsung’s proposal is improper.

D. “being deleted from the first group of video information”

Samsung’s proposal redefines “delete” with terminology—reversing and unregistering—that is not in the ’815 Patent. MCC at 8-10. Samsung cites a PTAB decision in support, but that construction—under the broadest reasonable interpretation—is inclusive of deletion. *Id.* at 9 (“does not necessarily require deleting underlying AV data.”); *see also* RCC at 7-9. Samsung concedes there is nothing improper in asserting different constructions in an IPR and at district court (RCC at 13-14), but improperly seeks collateral estoppel. *In re Freeman*, 30 F.3d 1459, 1465 (Fed. Cir. 1994). The different standard applied by the PTAB prevents expansion of collateral estoppel here because the claim construction issues have not actually been litigated. *Cf. Skyhawk Techs., LLC v. Deca Int’l Corp.*, 828 F.3d 1373, 1376 (Fed. Cir. 2016). Also, the issues are not identical across the two proceedings because of differences between the claims at issue.

E. “the first group of video information being configured to allow a user to edit”

In this litigation, Samsung’s expert concedes that “[i]n context, it seems reasonably certain that the latter is intended” by this term (Ex. 10 ¶ 62; *see also* Ex. 9 at 56:11-57:11); the latter being that this term means “the group of video information is itself to be edited.” Ex. 10 ¶ 62. This is the same understanding held by Maxell’s expert. RCC at 10 (citing to Ex. H). Samsung never disputes

Dated: July 17, 2024

By: /s/ Jamie B. Beaber

Geoff Culbertson (Texas Bar No. 24045732)
Kelly Tidwell (Texas Bar No. 20020580)
Patton, Tidwell & Culbertson, LLP
2800 Texas Boulevard (75503)
Post Office Box 5398
Texarkana, TX 75505-5398
Telephone: (903) 792-7080
Facsimile: (903) 792-8233
gpc@texarkanalaw.com
kbt@texarkanalaw.com

Jamie B. Beaber
Kfir B. Levy
Alan M. Grimaldi
James A. Fussell, III
Tiffany A. Miller
Saqib Siddiqui
Bryan Nese
Michael L. Lindinger
Alison T. Gelsleichter
Tariq Javed
Courtney M. Krawice
Séké Godo
MAYER BROWN LLP
1999 K Street, NW
Washington, DC 20006
Telephone: (202) 263-3000
Facsimile: (202) 263-3300
jbeaber@mayerbrown.com
klevy@mayerbrown.com
agrimaldi@mayerbrown.com
jfussell@mayerbrown.com
tmiller@mayerbrown.com
ssiddiqui@mayerbrown.com
bnese@mayerbrown.com
mlindinger@mayerbrown.com
agelsleichter@mayerbrown.com
tjaved@mayerbrown.com
ckrawice@mayerbrown.com
sgodo@mayerbrown.com

Robert G. Pluta
Amanda S. Bonner
MAYER BROWN LLP
71 S. Wacker Drive