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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JONATHAN E. JAFFE,
Plaintiff,
v.
ADOBE INC.,
Defendant.

Case No. 2:23-cv-06224-JWH-MAAx
**TENTATIVE CLAIM
CONSTRUCTION ORDER**

I. SUMMARY OF DECISION

In this action, Plaintiff Jonathan E. Jaffe asserts that the activities of Defendant Adobe Inc.—in making, using, selling, and offering to sell content attribution tools—infringe U.S. Patent No. 6,757,828 (the “’828 Patent”).¹ The parties present eight limitations from the ’828 Patent for construction.² The Court conducted a claim construction hearing on August 6, 2024. After considering the parties’ opening and responsive claim construction briefs, as well as the argument of counsel at the hearing, the Court construes the disputed terms as follows:

Limitation	Construction
“a sensor, which is tightly coupled to said memory”	“a sensor coupled to said memory via conductive traces or leads”
“monitoring the integrity of the tight coupling between said memory and said sensor”	“determining whether physical access has been gained to the coupling between said memory and said sensor”
“said data stream”	Plain and ordinary meaning.
“appended to said data file”	“made part of said data file”
“based on”	Not indefinite. Plain and ordinary meaning.
“said at least one additional parameter being generally representative of a	Not indefinite. Plain and ordinary meaning.

¹ See generally First Am. Compl. (the “Amended Complaint”) [ECF No. 39]; *id.*, Ex. B (’828 Patent) [ECF No. 45-1].

² See Pl.’s Opening Claim Construction Brief (“Jaffe’s Opening Brief”) [ECF No. 45]; Def.’s Opening Claim Construction Brief (“Adobe’s Opening Brief”) [ECF No. 46]; Pl.’s Responsive Claim Construction Brief (“Jaffe’s Responsive Brief”) [ECF No. 49]; Def.’s Responsive Claim Construction Brief (“Adobe’s Responsive Brief”) [ECF No. 48].

Limitation	Construction
condition under which said data stream was generated”	
“CamID”	“camera identification code”
“Seq”	“a sequence number for unique image identification”

II. THE '828 PATENT

The '828 Patent, entitled “Indigenous Authentication for Sensor-Recorders and Other Information Capture Devices,” claims priority to an application filed on July 27, 2000. It relates to the authentication of digital files using parameters associated with the environment in which the digital file was created.³ The '828 Patent pertains to the authentication of “recordings,” which include digital images, data files, and video and audio recordings.⁴ The environmental parameters include “date, time, latitude, longitude, altitude, roll, pitch, yaw, and compass heading.”⁵ A camera status element, such as “camera identification, image sequence number, flash status, lens zoom factor, counter vibration status, focus status, and focus quality,” can also be used for authentication.⁶

The parties dispute the meaning of certain limitations of Claims 1, 4, and 5 of the '828 Patent. Claims 1, 4 and 5 disclose:

1. A method for authenticating a data stream stored in a data file in memory, said method comprising the steps of:

³ '828 Patent, Abstract.

⁴ *Id.* at 1:15-22.

⁵ *Id.* at 2:67-3:7.

⁶ *Id.*

1 storing a data stream in a data file in a memory;
2 utilizing *a sensor, which is tightly coupled to said memory*, to
3 generate at least one internal and unique parameter;
4 *monitoring the integrity of the tight coupling between said*
5 *memory and said sensor* when said at least one internal and
6 unique parameter is generated, and, if said integrity is
7 compromised, then also providing an indication of said
8 compromised integrity;
9 utilizing a signature protocol to generate a first signature based on
10 *said data stream* and said at least one parameter, said first
11 signature being generated without altering said data stream
12 and being *appended to said data file* in said memory;
13 utilizing said signature protocol to generate a second signature
14 *based on* said image;
15 comparing said first signature to said second signature,
16 if said first and second signatures are not the same, then
17 generating an error signal that is displayed to a user to
18 indicate that said stored data stream is not authentic, and
19 if said first and second signatures are the same, then
20 generating an ok signal that is displayed to a user to indicate
21 that said stored data stream is authentic.

22 4. The method of claim 1, further comprising the step of
23 appending at least one additional parameter to said data file in said
24 memory, *said at least one additional parameter being generally*
25 *representative of a condition under which said data stream was*
26 *generated*.

27 5. The method of claim 4, wherein said at least one additional
28 parameter is selected from a group consisting of: GPS coordinates,

1 zoom settings, AutoFocus status, focus quality sampling, roll, pitch
2 and yaw values, compass headings, flash status, *CamID*, *Seq*, and a
3 Security Value.⁷

4 III. LEGAL STANDARD

5 A. General Claim Construction Principles

6 The task of claim construction involves determining the meaning of a
7 word or a group of words—which is known as a “limitation”—in a patent claim.
8 Claim construction “‘is simply a way of elaborating the normally terse claim
9 language in order to understand and explain, but not to change, the scope of the
10 claims.’” *Gart v. Logitech, Inc.*, 254 F.3d 1334, 1339 (Fed. Cir. 2001) (quoting
11 *Embrex, Inc. v. Serv. Eng’g Corp.*, 216 F.3d 1343, 1347 (Fed. Cir. 2000)).

12 Construing the meaning of patent claims is an issue for the Court to decide as a
13 matter of law. *See Markman v. Westview Instr., Inc.*, 517 U.S. 370, 387-91 (1996).
14 “When the parties present a fundamental dispute regarding the scope of a claim
15 term, it is the court’s duty to resolve it.” *O2 Micro Intern. Ltd. v. Beyond*
16 *Innovation Tech. Co., Ltd.*, 521 F.3d 1351, 1362 (Fed. Cir. 2008).

17 “It is a ‘bedrock principle’ of patent law that ‘the claims of a patent
18 define the invention to which the patentee is entitled the right to exclude.’”
19 *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (*en banc*) (quoting
20 *Innova/Pure Water, Inc. v. Safari Water Filtration Sys., Inc.*, 381 F.3d 1111, 1115
21 (Fed. Cir. 2004)). The task of claim construction always begins with the claim
22 language. *See Innova*, 381 F.3d at 1116. Indeed, “the proper construction of any
23 claim language must, among other things, ‘stay[] true to the claim language.’”
24 *Straight Path IP Group v. Sipnet EU S.R.O.*, 806 F.3d 1356, 1361 (Fed. Cir. 2015)
25 (quoting *Renishaw PLC v. Marposs Societa’ per Azioni*, 158 F.3d 1243, 1250 (Fed.
26 Cir. 1998)). Claim terms “are generally given their ordinary and customary
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28 ⁷ ’828 Patent, Claim 1 (emphasis added to show disputed limitations).

1 meaning,” *Phillips*, 415 F.3d at 1312 (quoting *Vitronics Corp. v. Conceptiontronic, Inc.*,
2 90 F.3d 1576, 1582 (Fed. Cir. 1996)), which is “the meaning that the term would
3 have to a person of ordinary skill in the art,” *id.* at 1313. The terms must be read
4 in the context of the entire patent, however. *See id.* at 1314. In interpreting a
5 limitation, the Court must focus primarily on the intrinsic evidence of record,
6 including the claims themselves, the specification, and, if in evidence, the
7 prosecution history. *See id.* at 1312-20; *see also Medrad, Inc. v. MRI Devices*
8 *Corp.*, 401 F.3d 1313, 1319 (Fed. Cir. 2005).

9 Among the intrinsic evidence, the “specification is always highly relevant
10 to the claim construction analysis. Usually it is dispositive; it is the single best
11 guide to the meaning of a disputed term.” *Vitronics*, 90 F.3d at 1582. “The
12 specification is, thus, the primary basis for construing the claims.” *Standard Oil*
13 *Co. v. Am. Cyanamid Co.*, 774 F.2d 448, 452 (Fed. Cir. 1985). It is “entirely
14 appropriate for a court, when conducting claim construction, to rely heavily on
15 the written description for guidance as to the meaning of the claims.” *Phillips*,
16 415 F.3d at 1317. The Federal Circuit has recognized that an inventor may
17 invoke a particular definition of a term in her specification, or otherwise use a
18 term in the specification in a manner that differs from the term’s ordinary usage.
19 *See id.* at 1316. “In such cases, the inventor’s lexicography governs.” *Id.*

20 In addition to the specification, the Court should also consider the
21 prosecution history (if it is in evidence), consisting of “the complete record” of
22 the patent. *Id.* If, within the prosecution history, a patentee clearly and
23 unmistakably disavowed a claim construction, then the patentee disclaimed that
24 construction. *See SanDisk Corp. v. Memorex Prods., Inc.*, 415 F.3d 1278, 1287
25 (Fed. Cir. 2005); *Omega Eng’g, Inc. v. Raytek Corp.*, 334 F.3d 1314, 1324 (Fed.
26 Cir. 2003). Because the prosecution history often lacks the clarity of the
27 specification, however, it is less useful for claim interpretation purposes. *See*
28 *Phillips*, 415 F.3d at 1317.

1 Although the Court may also consider extrinsic evidence, including expert
2 testimony, dictionaries, and learned treatises, such evidence is generally viewed
3 as less reliable than intrinsic evidence. *See id.* at 1317-18. Therefore, the Court
4 must use its discretion in admitting and weighing extrinsic evidence, keeping in
5 mind the inherent flaws in that type of evidence. *See id.* at 1319.

6 **B. Indefiniteness**

7 A patent's specification must conclude "with one or more claims
8 particularly pointing out and distinctly claiming the subject matter which the
9 inventor or a joint inventor regards as the invention." 35 U.S.C. § 112(b); *see*
10 *also* 35 U.S.C. § 112 ¶ 2 (2006). In order to meet that "definiteness"
11 requirement, "a patent's claims, viewed in light of the specification and
12 prosecution history, [must] inform those skilled in the art about the scope of the
13 invention with reasonable certainty." *Nautilus, Inc. v. Biosig Instruments, Inc.*
14 (*"Nautilus"*), 572 U.S. 898, 910 (2014). The Supreme Court in *Nautilus*
15 emphasized that patents must be precise enough to afford clear notice of what is
16 claimed, thereby "appris[ing] the public of what is still open to them," while
17 recognizing that absolute precision is unobtainable given "the inherent
18 limitations of language." *Id.* at 899, 910 (quoting *Markman*, 517 U.S. at 373).

19 General claim construction principles apply to indefiniteness challenges,
20 but the burdens are different. *See Enzo Biochem, Inc. v. Applera Corp.*, 599 F.3d
21 1325, 1332 (Fed. Cir. 2010) ("[i]n the face of an allegation of indefiniteness,
22 general principles of claim construction apply") (internal quotations and
23 citations omitted). A patent is "presumed valid under 35 U.S.C. § 282." *Biosig*
24 *Instruments, Inc. v. Nautilus, Inc.*, 783 F.3d 1374, 1377 (Fed. Cir. 2015).
25 "[C]onsistent with that principle, a fact finder is instructed to evaluate . . .
26 whether an invalidity defense has been proved by **clear and convincing**
27 **evidence.**" *Id.* (quoting *Microsoft Corp. v. i4i Ltd. P'ship*, 564 U.S. 91, 111 (2011))
28 (emphasis added, brackets removed); *Young v. Lumenis, Inc.*, 492 F.3d 1336, 1345

1 (Fed. Cir. 2007) (“Because a patent is presumed to be valid, the evidentiary
2 burden . . . is one of clear and convincing evidence.”).

3 IV. DISPUTED CLAIM LIMITATIONS

4 At the outset, Jaffe argues that it is not appropriate to address
5 indefiniteness challenges at the claim construction stage.⁸ Jaffe is incorrect.
6 Courts often consider indefiniteness challenges at the claim construction stage,
7 especially if the proper construction is apparent from the intrinsic record:

8 In the face of an allegation of indefiniteness, general principles of
9 claim construction apply. *See Oakley, Inc. v. Sunglass Hut Int’l*, 316
10 F.3d 1331, 1340–41 (Fed. Cir. 2003) (noting that a determination of
11 definiteness “requires a construction of the claims according to the
12 familiar canons of claim construction”). Intrinsic evidence in the
13 form of the patent specification and file history should guide a court
14 toward an acceptable claim construction. *Phillips v. AWH Corp.*, 415
15 F.3d 1303, 1314 (Fed.Cir.2005) (en banc).

16 *Datamize, LLC v. Plumtree Software, Inc.*, 417 F.3d 1342, 1348 (Fed. Cir. 2005),
17 *abrogated by Nautilus*.⁹ In some instances, a court may choose to defer the issue
18 until after the close of discovery, but that is not a *per se* rule. Thus, the Court
19 evaluates Adobe’s indefiniteness challenges, as discussed below.

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25 ⁸ Jaffe’s Opening Brief 3:24-4:7.

26 ⁹ Although *Nautilus* formulated the operative legal standard for assessing
27 indefiniteness challenges, it did not disturb the principle that resolving
28 indefiniteness challenges is appropriate at the claim construction stage. *See*
supra Part III.B.

A. Meaning of “Tightly Coupled”

Limitation at Issue:	
“a sensor, which is tightly coupled to said memory” (Claim 1)	
Jaffe’s Proposed Construction	Adobe’s Proposed Construction
Plain and ordinary meaning/no express construction required	Indefinite. Alternatively, “a sensor that is connected to said memory within a device.”

The parties dispute whether “tightly coupled” is an indefinite term of degree.¹⁰ Adobe argues that the term is indefinite because the claims and the specification do not disclose enough information for a person of skill in the art to determine how tight to make the connection.¹¹ Jaffe contends that the specification discloses that “tightly coupled” means that the sensor and memory are connected such that “there is no possibility for altering the image before the authentication information is generated.”¹²

Here, Claim 1 discloses “utilizing a sensor, which is tightly coupled to said memory, to generate at least one internal and unique parameter.”¹³ The specification discloses that “[a] key to verifiable authenticity is to insure that the authentication information generation is tightly coupled to the sensor set and recorder. There can be nothing that can possibly alter the recording before the authentication information is generated.”¹⁴ The specification also discloses “[a] tightly coupled image 146 and signature 145 are the minimum required elements

¹⁰ Adobe’s Opening Brief 11:14-16; Jaffe’s Responsive Brief 2:13-14.

¹¹ Adobe’s Opening Brief 12:9-14.

¹² Jaffe’s Opening Brief 5:8-11 (citing *id.*, Ex. C (“Reply in Response to Non-Final Office Action”) [ECF No. 45-4] 112; ’828 Patent 3:18-20).

¹³ ’828 Patent, Claim 1.

¹⁴ *Id.* at 3:16-21.

1 for the Signa2 process.”¹⁵ The specification does not otherwise use the phrase
2 “tightly coupled.”

3 To overcome a prior art rejection during prosecution, the applicant
4 emphasized the “tightly coupled” claim requirement and explained that “it will
5 be virtually impossible for a user to supply false information to the memory by
6 breaking the conductive trace or lead between the memory and the processor.
7 This means, for example, that there is no possibility for altering the image before
8 the authentication information is generated.”¹⁶ In its infringement contentions,
9 Jaffe again confirmed its position that the sensor and memory are “tightly
10 coupled,” such that metadata created by the sensor is “tamper evident.”¹⁷

11 Much of that disclosure explains *why* the sensor and memory are tightly
12 coupled, but it does not explain *how* they are tightly coupled. It also does not
13 explain how the sensor and the memory, as opposed to other components, are
14 coupled. For instance, the specification discloses that “authentication
15 information” is coupled to the sensor so that nothing can alter the recording. It
16 does not explain how the “authentication information” and sensor are coupled.
17 It is also not clear that the “authentication information” is the same as the
18 memory, disclosed in Claim 1. The specification also describes an “image” and
19 “signature” as tightly coupled, but it does not explain how those elements are
20 coupled.

21 The prosecution history more helpfully describes the coupling between
22 the memory and processor. Unlike the other disclosure, the prosecution history
23 discloses a “conductive trace or lead” as accomplishing the coupling. Although

24 ¹⁵ *Id.* at 8:10-12.

25 ¹⁶ Reply in Response to Non-Final Office Action 112.

26 ¹⁷ Decl. of Victoria Constance Huang in Supp. of Adobe’s Responsive Brief,
27 Ex. 21 (Jaffe’s Disclosure of Asserted Claims and Infringement Contentions)
28 [ECF No. 48-2] 31.

1 the prosecution history describes the “processor” as coupled to the memory,
2 instead of the sensor, it is clear from the context that that discussion refers to the
3 disputed limitation here. The applicant amended the claim language to specify
4 that the sensor “is tightly coupled to said memory” and then argued that that
5 amendment distinguishes the claims from the prior art.

6 Based upon the prosecution history, the only material that discloses *how*
7 the sensor and memory are tightly coupled instead of *why*, the Court construes
8 “tightly coupled” to mean “coupled via conductive trace or lead.” Because the
9 prosecution history discloses *how* the sensor and memory are coupled, the Court
10 concludes that “tightly coupled” refers to the manner in which the components
11 are coupled, but it is not a term of degree. Accordingly, the Court does not find
12 that claim term indefinite.

13 The Court next considers the propriety of Adobe’s proposed
14 construction. Adobe’s construction largely restates the claim language while
15 inexplicably substituting the word “coupled” for “connected.” The Court
16 declines to adopt those portions of the proposed construction as unhelpful and
17 redundant. Adobe also specifies that the memory and sensor are coupled
18 “within a device.” Jaffe disputes that requirement.

19 The fact that the “tight coupling” occurs via conductive traces or leads
20 means that the coupling is physical. In amending the claims to add the tight
21 coupling language and explaining the meaning of that language, the applicant
22 disclaimed scope. Thus, Jaffe’s “different device” arguments are unpersuasive
23 when considered in view of this prosecution history. For instance, Jaffe argues
24 that an embodiment contemplates that a sensor and processor in two different
25 devices may be tightly coupled.¹⁸ The embodiment that Jaffe cites discloses that
26 a general purpose computer may simulate a processor of an external camera and
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28 ¹⁸ Jaffe’s Opening Brief 6:26-7:2.

that a mouse and keyboard may simulate user settings.¹⁹ That embodiment does not suggest that the sensor and memory may be tightly coupled in two different devices, especially taking the prosecution history into account. Although the Court declines to adopt the “same device” language, the coupling here is physical, which imposes a “same device” restraint.

Accordingly, “a sensor, which is tightly coupled to said memory” means “a sensor coupled to said memory via conductive traces or leads.”

B. Meaning of “Monitoring the Integrity . . .”

Limitation at Issue:	
“monitoring the integrity of the tight coupling between said memory and said sensor” (Claim 1)	
Jaffe’s Proposed Construction	Adobe’s Proposed Construction
Plain and ordinary meaning/no express construction required	Indefinite. Alternatively, “determining whether physical access has been gained to the connection between said memory and said sensor.”

The parties both acknowledge that their dispute regarding this term relates to the “tight coupling” issue, addressed above.²⁰ As discussed above, the “tight coupling” between the memory and sensor is physical. Thus, as Adobe argues, monitoring involves determining whether the physical coupling has been accessed or disturbed. The Court is inclined to adopt Adobe’s proposed construction, but to substitute the word “connection” for “coupling” for consistency with the specification and claims. The specification and prosecution history support that decision. For instance, the specification discloses that “[d]uring operation of the camera, internal security 14 is

¹⁹ ’828 Patent 4:41-43.

²⁰ See Adobe’s Responsive Brief 13:16-18; Jaffe’s Responsive Brief 4:22-24.

monitored to detect the integrity of the tight coupling of the sensor set and the recorder 6.”²¹ Similarly, during prosecution, the applicant argued that the prior art does not disclose the “monitoring” limitation.²² The applicant described the “monitoring” limitation with reference to Figure 4A and argued that “a signal is generated if the device that prevents physical access to the interconnections between the sensor set and the memory is broken.”²³ Although Figure 4A is merely one embodiment, the applicant’s decision to explain the “monitoring” limitation with reference to Figure 4A to overcome the prior art is a disclaimer of scope.

Accordingly, “monitoring the integrity of the tight coupling between said memory and said sensor” means “determining whether physical access has been gained to the coupling between said memory and said sensor.”

C. Meaning of “Data Stream”

Limitation at Issue:	
“said data stream” (Claim 1)	
Jaffe’s Proposed Construction	Adobe’s Proposed Construction
Plain and ordinary meaning/no express construction required	“the data stream that was stored previously in the data file”

Adobe argues that the language of Claim 1 supports its proposed construction.²⁴ Jaffe objects to Adobe’s proposed construction as introducing an unsupported timing element.²⁵ Here, Claim 1 discloses “storing a data stream in a data file in a memory” and “utilizing a signature protocol to generate a first

²¹ ’828 Patent 4:65-67.

²² Reply in Response to Final Office Action 128.

²³ *Id.*

²⁴ Adobe’s Opening Brief 18:16-19.

²⁵ Jaffe’s Opening Brief 9:6-8.

signature based on said data stream.”²⁶ Thus, as Adobe points out, “grammar and logic dictate that” “storing a data stream” must occur before later steps pertaining to the data stream,²⁷ and the plain language of Claim 1 already includes that requirement. Construing “said data stream” to mean “the data stream stored in the data file” is redundant and unnecessary. Moreover, Adobe may later propose a jury instruction indicating that “said” means “the” within the context of patent claims, to the extent that any confusion remains.²⁸

The data stream is stored in a data file in memory by definition; “stored” being past tense. Thus, there is a timing element here. Still, the Court finds the term “previously” confusing and unsupported. Claim 1 requires generating a signature based upon the stored data stream, but it does not otherwise require that the data stream be stored prior to any particular event.

For the foregoing reasons, plain and ordinary meaning applies. The Court declines to construe the term “data stream” because the claim language itself adequately resolves the disputes regarding the meaning of this term.

D. Meaning of “Appended to Said Data File”

Limitation at Issue:	
“appended to said data file” (Claim 1)	
Jaffe’s Proposed Construction	Adobe’s Proposed Construction
Plain and ordinary meaning/no express construction required	“contained in the same data file with the data stream”

²⁶ ’828 Patent, Claim 1.

²⁷ Adobe’s Opening Brief 18:16-19.

²⁸ See Adobe’s Responsive Brief 15:16-18.

Adobe argues that the “appended to” language requires construction because it is confusing.²⁹ Adobe asserts that “append to” could mean either “included in” or “attached to.”³⁰ Jaffe objects to Adobe’s proposed construction because “appended to” and “contained in” do not mean the same thing.³¹ Jaffe instead argues that “appended to” means “made part of.”³² Adobe appears to agree that “appended to” means “made part of.”³³ In view of the parties’ agreement, the Court construes “appended to said data file” to mean “made part of said data file.”

The specification supports that construction. For instance, the specification describes appending various parameters to the image, including the “NO GPS” value, a security violation, and the “ImageGuard” value.³⁴ Moreover, because the specification uses the language “made part of,” but it does not use the language “contained in,” the Court concludes that “made part of” is more appropriate here.³⁵

E. Meaning of “Based On”

Limitation at Issue:	
“based on” (Claim 1)	
Jaffe’s Proposed Construction	Adobe’s Proposed Construction
Plain and ordinary meaning/no express construction required	Indefinite

²⁹ Adobe’s Opening Brief 20:1-3.

³⁰ *Id.*

³¹ Jaffe’s Opening Brief 9:24-25.

³² *Id.* at 9:26-10:3 (citing ’828 Patent 7:27-30).

³³ Adobe’s Responsive Brief 16:24-25.

³⁴ *See* ’828 Patent 6:54-67; *see also id.* at 7:22-30.

³⁵ *Id.* at 8:56.

1 Claim 1 discloses “a first signature based on said data stream and said at
2 least one parameter” and “a second signature based on said data stream.”³⁶

3 Adobe objects to both usages of “based on” because the language is open
4 ended.³⁷ In other words, Adobe contends that the claims are indefinite because
5 they leave open the possibility that the signatures could be based upon other,
6 unknown inputs.³⁸ Jaffe argues that the specification discloses the parameters
7 upon which the signatures are based.³⁹

8 The Court does not find the term “based on” indefinite merely because it
9 is open-ended:

10 Open-ended claims are not inherently improper; as for all claims
11 their appropriateness depends on the particular facts of the
12 invention, the disclosure, and the prior art. They may be supported
13 if there is an inherent, albeit not precisely known, upper limit and the
14 specification enables one of skill in the art to approach that limit.

15 *Scripps Clinic & Rsch. Found. v. Genentech, Inc.*, 927 F.2d 1565, 1572 (Fed. Cir.
16 1991), *clarified on denial of reconsideration*, 1991 WL 523489 (Fed. Cir. Apr. 30,
17 1991), and *overruled on other grounds by Abbott Lab’ys v. Sandoz, Inc.*, 566 F.3d
18 1282 (Fed. Cir. 2009).

19 The Court understands that the “data stream” would be the “recording”
20 subject to authentication.⁴⁰ As discussed above, that could be a digital image,
21 video or audio recording, or some other type of data file. Generating a signature
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23 ³⁶ ’828 Patent, Claim 1; *see also id.*, Certificate of Correction (replacing
24 “said image” with “said data stream”).

25 ³⁷ Adobe’s Opening Brief 22:9-15.

26 ³⁸ *Id.*

27 ³⁹ Jaffe’s Responsive Brief 7:3-10.

28 ⁴⁰ *See supra* Part II.

1 based upon the data stream involves using a signature protocol.⁴¹ The
2 specification explains that in one embodiment, that protocol involves using an
3 MD5 hash.⁴² The specification does not expressly define signature protocol.
4 Still, with reference to Figure 2A, the specification discloses an embodiment in
5 which the “data stream” is a picture generated by a digital camera.⁴³ Relevant
6 to that embodiment, the specification explains that “an image may be
7 authenticated as a whole” or “less than the whole” or for recovery of damaged
8 element.⁴⁴ It then explains that “[a]dditional inputs including, but not limited
9 to, date, time, latitude, longitude, altitude, roll, pitch, yaw, and compass heading
10 can be made part of the image . . . and can also be authenticated.”⁴⁵

11 Thus, when Claim 1 says that a signature is “based on” the “data
12 stream,” the Court understands that language to refer to authentication as a
13 whole or less than a whole or based upon recovery. That could be accomplished
14 using an MD5 hash generated based upon authentication values for the image, as
15 discussed in an embodiment. For instance, the specification explains that a
16 row/column authentication or an elemental level authentication could be
17 performed on a digital image.⁴⁶ Those would be partial or recovery-based
18 authentication methods and would examine pixels of the image in different
19 ways.⁴⁷

22 ⁴¹ ’828 Patent, Claim 1.

23 ⁴² *Id.* at 7:25-31.

24 ⁴³ *Id.* at 4:52-54.

25 ⁴⁴ *Id.* at 2:62-64.

26 ⁴⁵ *Id.* at 2:67-3:7.

27 ⁴⁶ *Id.* at 7:4-21.

28 ⁴⁷ *Id.*

When the claim language refers to “at least one parameter,” the Court understands those to be the parameters listed above and also the disclosed camera status elements. While the claim language and those disclosures are certainly not perfect, there is enough material here for a person of ordinary skill in the art to understand the scope of the claims. The Court does not view the language “based on” as an invitation to rely on any parameter whatsoever. Moreover, Claim 1 itself discloses that a sensor generates “at least one internal and unique parameter.”⁴⁸ Thus, because the environmental parameter or parameters must be generated by a sensor, there is at least some limit to what kind of parameters may be used.

For those reasons, the Court does not find the limitation “based on” to be indefinite.

F. Meaning of “Generally Representative”

Limitation at Issue:	
“said at least one additional parameter being generally representative of a condition under which said data stream was generated” (Claim 4)	
Jaffe’s Proposed Construction	Adobe’s Proposed Construction
Plain and ordinary meaning/no express construction required	Indefinite

Adobe argues that the scope of Claim 4 is unclear because Claim 5 identifies some parameters—“CamID” and “Seq”—that are not “generally representative of a condition under which the data stream was generated.”⁴⁹ Adobe argues that that inconsistency renders Claim 4 indefinite.

The Court finds “CamID” and “Seq” sufficiently representative of the condition under which the data stream was generated because they both identify

⁴⁸ *Id.*, Claim 1.

⁴⁹ Adobe’s Responsive Brief 22:12-19.

1 the camera with which the digital picture was captured. The Court understands
2 that “CamID” and “Seq” are camera status elements.⁵⁰ The ’828 Patent
3 defines those terms in several places. For instance, it explains that CamID
4 stands for “camera identifier,” and it also lists “image sequence number” as a
5 parameter.⁵¹ It later explains that “CamID” means the “camera identification
6 code, [] set at the factory and part of each image” and that the CamID
7 “provide[s] a means of determining, at least initial ownership of the device.”⁵²
8 It explains that “Seq 120 is the sequence number for unique image
9 identification, automatically incremented” and that together “CamID” and
10 “Seq” “uniquely identify the camera and the picture.”⁵³ Similarly, Figure 2A
11 includes an index for the abbreviations used and explains that “CamID is camera
12 identification” and “Seqnum is sequence number.”⁵⁴

13 Thus, “CamID” and “Seq” together identify the camera with which the
14 image was taken, and, in that way, they are representative of a condition under
15 which the data stream was generated. The fact that those parameters identify
16 the tool used to capture the image instead of physical, environmental
17 parameters—like a compass heading—does not mean that the claim is
18 indefinite. Rather, the claim is broad.

23 ⁵⁰ ’828 Patent 3:5-6.

24 ⁵¹ *Id.* at 6:60-63; *see also id.* at 8:14-19 (listing CamID and Seq 120 as
25 “[a]dditional data from the camera 147 . . .”).

26 ⁵² *Id.* at 8:35-40.

27 ⁵³ *Id.* at 8:40-44.

28 ⁵⁴ *Id.*, Fig. 2A.

G. Meaning of “CamID”

Limitation at Issue:	
“CamID” (Claim 5)	
Jaffe’s Proposed Construction	Adobe’s Proposed Construction
Plain and ordinary meaning/no express construction required	“camera identifier set by the manufacturer”

Claim 4 discloses “appending at least one additional parameter to said data file in said memory.”⁵⁵ Claim 5 then discloses that “at least one additional parameter is selected from a group consisting of: GPS coordinates, Zoom Settings, AutoFocus Status, focus quality Sampling, roll, pitch and yaw values, compass headings, flash Status, CamID, Seq, and a Security Value.”⁵⁶ In several places, the specification discloses a nearly identical listing of parameters, including “CamID,” which is defined as “camera identifier,” “camera identification code,” and “camera identification.”⁵⁷

Jaffe argues that Adobe’s proposed construction improperly imports the “set by the manufacturer” limitation.⁵⁸ The Court concludes that the definition “camera identification code” would be most helpful to the jury. Accordingly, the Court adopts that construction. Jaffe’s argument for plain and ordinary meaning is unavailing here. A jury would not likely understand the meaning of the abbreviation “CamID” without further guidance. The Court also agrees with Adobe that in all likelihood that parameter would be set by a manufacturer of the camera. Still, the specification does use the language “set by the factory”

⁵⁵ *Id.*, Claim 4.

⁵⁶ *Id.*, Claim 5.

⁵⁷ *Id.* at 6:55-67, 8:14-19, 8:35-40, & Fig. 2A.

⁵⁸ Jaffe’s Opening Brief 16:13-14.

1 instead of “set by the manufacturer.”⁵⁹ To the extent that that particular
2 dispute becomes evident, the parties may later present extrinsic evidence
3 regarding who actually sets the “camera identification code.” The Court
4 declines to include the manufacturer component at this stage.

5 **H. Meaning of “Seq”**

6 Limitation at Issue:	
7 “Seq” (Claim 5)	
8 Jaffe’s Proposed Construction	9 Adobe’s Proposed Construction
10 Plain and ordinary meaning/no express construction required	“image sequence number”

11 Again, Claim 4 discloses “appending at least one additional parameter to
12 said data file in said memory.”⁶⁰ Claim 5 then discloses that “at least one
13 additional parameter is selected from a group consisting of: GPS coordinates,
14 Zoom Settings, AutoFocus Status, focus quality Sampling, roll, pitch and yaw
15 values, compass headings, flash Status, CamID, Seq, and a Security Value.”⁶¹ In
16 several places, the specification discloses a nearly identical listing of parameters,
17 including Seqnum 125 and Seq 120, which are defined as an “image sequence
18 number,” a “sequence number for unique image identification,” and a
19 “sequence number.”⁶²

20 Jaffe argues that “image sequence number” is narrower in scope than “a
21 sequence number for unique image identification;”⁶³ Jaffe agrees with the latter
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23

24 ⁵⁹ ’828 Patent 6:61-63.

25 ⁶⁰ *Id.*, Claim 4.

26 ⁶¹ *Id.*, Claim 5.

27 ⁶² *Id.* at 6:55-67, 8:14-19, 8:41-42, & Fig. 2A.

28 ⁶³ Jaffe’s Opening Brief at 17:6-9.

definition.⁶⁴ Jaffe’s argument for plain an ordinary meaning is unavailing here. A jury would likely not understand the meaning of the abbreviation “Seq” without further guidance. Accordingly, the Court concludes that “Seq” means a “sequence number for unique image identification.”

V. DISPOSITION

As explained above, the Court construes the disputed limitations as follows:

Limitation	Construction
“a sensor, which is tightly coupled to said memory”	“a sensor coupled to said memory via conductive traces or leads”
“monitoring the integrity of the tight coupling between said memory and said sensor”	“determining whether physical access has been gained to the coupling between said memory and said sensor”
“said data stream”	Plain and ordinary meaning.
“appended to said data file”	“made part of said data file”
“based on”	Not indefinite. Plain and ordinary meaning.
“said at least one additional parameter being generally representative of a condition under which said data stream was generated”	Not indefinite. Plain and ordinary meaning.
“CamID”	“camera identification code”

⁶⁴ *Id.* at 10-11.

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Limitation	Construction
“Seq”	“a sequence number for unique image identification”

IT IS SO ORDERED.

Dated:_____

John W. Holcomb
UNITED STATES DISTRICT JUDGE