UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

LIGHT & WONDER, INC.,
Petitioner,

v.

EVOLUTION MALTA LIMITED,
Patent Owner.

IPR2025-01078

PATENT OWNER EVOLUTION'S SURREPLY TO L&W'S REPLY TO THE PRELIMINARY RESPONSE

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Exhibit List

Exhibit#	Reference Name
2001	2024 Evolution Annual Report
2002	2021 Evolution Annual Report
2003	Evolution Interim Report, January to June 2025
2004	Evolution Press Release: Five wins for Evolution Group at EGR B2B Awards including Live Casino Supplier of the Year for 12th year running (July 8, 2021) https://www.evolution.com/news/five-wins-for-evolution-group-at-egr-b2b-awards-including-live-casino-supplier-of-the-year-for-12th-year-running/
2005	Evolution's Lightning Roulette Voted GOTY At EGR (Oct. 30, 1018) https://lcb.org/news/evolution-s-lightning-roulette-voted-goty-at-egr
2006	Global Gaming Awards, Vegas 2018 Winners https://www.globalgamingawards.com/vegas/2018/
2007	Global Gaming Awards Las Vegas 2018 winners revealed (Oct. 8, 2018) https://www.gamblinginsider.com/news/6039/global-gaming-awards-las-vegas-2018-winners-revealed
2008	Evolution Press Release: Evolution and Scientific Games strike land-based Lightning Roulette deal (May 25, 2021) https://www.evolution.com/news/evolution-and-scientific-games-strike-land-based-lightning-roulette-deal/
2009	2022 American Gambling Awards Nominations https://www.gambling.com/us/awards/winners/2022
2010	Lightning Roulette U.S. from Evolution is the American Gambling Awards Gaming Product of the Year (Nov. 18, 2022) https://www.businesswire.com/news/home/20221118005067/en/Lightning-Roulette-U.S.-from-Evolution-is-the-American-Gambling-Awards-Gaming-Product-of-the-Year
2011	Lightning Roulette Product Page https://games.evolution.com/live-casino/live-roulette/lightning-roulette/
2012	Press Release re: FanDuel Extension (Nov. 14, 2024)

Exhibit#	Reference Name
2013	L&W's Responses and Objections to Evolution's First Set of Interrogatories (Oct. 7, 2024) (excerpts)
2014	March 29, 2021 License Agreement between Evolution and L&W
2015	Evolution's February 28, 2022 Letter to L&W
2016	L&W's March 17, 2022 Letter to Evolution
2017	Dkt. No. 125, Second Amended Complaint in *Evolution Malta Limited v. Light & Wonder, Inc.*, Case No. 2:24-cv-00993-CDS-EJK (D. Nev.)
2018	L&W's Invalidity Contentions (Nov. 2024)
2019	L&W's Supplemental Invalidity Contentions (Aug. 2025)
2020	Dkt. No. 67, Order Denying Motion to Stay Discovery (Nov. 7, 2024)
2021	Dkt. No. 84, Minutes of Proceedings
2022	Dkt. No. 122, Order Denying Joint Stipulation to Stay Discovery (June 25, 2025)
2023	Dkt. No. 151, Order Denying Stipulation to Extend Discovery (July 28, 2025)
2024	Dkt. No. 156, Defendants' Motion to Dismiss Plaintiffs' Second Amended Complaint (Aug. 9, 2025)
2025	Dkt. No. 157, Order Granting Joint Stipulation to Stay Discovery (Aug. 11, 2025)
2026	L&W's July 22, 2025 Letter to Evolution
2027	Lightning Roulette Fact Sheet (June 2020)
2028	C. Barboianu, Roulette Odds and Profits: The Mathematics of Complex Bets (2007) (excerpt)
2029	S. Bourie, *Understanding Roulette Odds and Payouts*, American Casino Guide Book https://www.americancasinoguidebook.com/roulette/understanding-roulette-odds-and-payouts.html
2030	L. Hoofe, *Roulette Odds and Payouts*, Gambling Zone https://www.gamblingzone.com/uk/roulette/odds/
2031	Bets, Odds, and Payouts: A list of all the bets on the roulette table, RouletteStar*

Exhibit#	Reference Name
	https://www.roulettestar.com/guide/bets-odds/
2032	A guide to understanding roulette odds, Casino.org https://www.casino.org/roulette/odds/
2033	G. Pelayes, *Roulette Table Payout: Maximizing Your Potential Wins*, Vegas Aces (Aug. 1, 2024) https://www.vegas-aces.com/articles/roulette-table-payout-maximize-wins/
2034	NJ Regulations N.J. Admin. Code § 13:69F-5.2 – Roulette: payout odds
2035	L&W's Responses and Objections to Evolution's First Set of Interrogatories (Oct. 25, 2024) (excerpts)
2036	Lightning Roulette Game on Evolution's Website https://www.evolution.com/games/lightning-roulette/
2037	Evolution Gaming Wins Product Innovation of the Year at G2E, Real Money Action (Oct. 12, 2018)
2038	*The 2018 Global Gaming Awards Las Vegas Categories* https://stargambling.net/news/global-gaming-awards-2018-vegas.html (last visited Sep. 23, 2025).
2039	*Evolution and Scientific Games Strike Land-based Lightning Roulette Deal,* PR NEWSWIRE (May 27, 2021), https://www.prnewswire.com/news-releases/evolution-and-scientific-games-strike-land-based-lightning-roulette-deal-301300565.html

In its Reply, Petitioner Light & Wonder, Inc. ("L&W") provides an improper construction of the term "payout" that is inconsistent with its use in the specification, and fails to show that Baron meets the "for the spin of the roulette wheel" claim elements as properly construed. The Board should deny the Petition for the reasons provided in Patent Owner Evolution Malta Limited's ("Evolution") Preliminary Response ("POPR").

I. L&W's Construction of "Payout" Contradicts the Intrinsic and Extrinsic Evidence and Ignores Its Common Meaning in Roulette

L&W does not argue that either Kido or Baron disclose a "payout" under Evolution's proposed construction (the amount a player will win in relation to the amount wagered). Instead, L&W argues for a broader construction (simply an amount paid), but its arguments are contrary to the law and the evidence.

Under the law, claim terms are "generally given their ordinary and customary meaning ***as understood by a person of ordinary skill in the art*** when read ***in the context of the specification*** and prosecution history." *Thorner v. Sony Comput. Entm't Am. LLC*, 669 F.3d 1362, 1365 (Fed. Cir. 2012) (emphasis added). Rather than consider that context, L&W ignores the claims and the specification, and argues that "payout" should be given "its plain and ordinary meaning which is simply an amount that is paid to someone." Reply, 1-2. But the term "payout" cannot be construed in a vacuum. "[T]he person of ordinary skill in the art is deemed to read the claim term not only ***in the context of the particular claim*** in

which the disputed term appears, but ***in the context of the entire patent***, including the specification." *Phillips v. AWH Corp.*, 415 F.3d 1303, 1313 (Fed. Cir. 2005).

Here, the context provided by the claims and specification of the '371 patent is the game of roulette. The claims are directed to systems and methods for wagering using a roulette wheel and roulette ball. The specification describes the game of roulette, and Evolution's innovative enhancements to that game. EX1011, 2:60-3:19, 4:34-6:27. No other game is discussed. The specification uses "payout" to refer to amounts defined as odds, such as 49:1 or 499:1. *Id.*, 5:17-34. The patent's usage is consistent with the ordinary usage of the term "payout" in the game of roulette, which is the amount a player will win in relation to the amount wagered, typically stated in odds format (*e.g.*, "35:1 or 35 to 1"). POPR, 14-18. L&W's over-broad proposed construction ignores this context, and includes winnings that unrelated to the amount wagered and that do not provide the same type of excitement as the '371 patent's higher payouts. *See, e.g.*, POPR, 27-29.

L&W's proposed construction is inconsistent with both the intrinsic and extrinsic evidence. ***Every*** reference in the specification to a "payout" specifies the amount in terms of odds, *e.g.*, 29:1, 49:1, and 499:1. EX1011, 5:17-34. And that is consistent with the ordinary usage of "payout" in roulette, which is always the amount to be won in relation to the amount wagered. Numerous sources show that in roulette, a "payout is written in odds format," EX1028, 10, and is "generally

stated as 'x-to-1,'" EX2029, 2. *See* POPR, 17-18 (citing at least eight references showing a roulette "payout" is written in odds format such as "35:1" or "35 to 1"). *Seabed Geosolutions (US) Inc. v. Magseis FF LLC*, 8 F.4th 1285, 1287 (Fed. Cir. 2021) ("[W]e resort to extrinsic evidence to construe claims only if it is consistent with the intrinsic evidence."). As Evolution explained in the POPR, because roulette payouts are in odds format in relation to the amount wagered, the terms "payout" and "payout odds" are used interchangeably in the art. POPR, 16.

L&W incorrectly argues that the specification shows "payout" can mean any amount paid unrelated to the amount wagered. Reply, 3. It does not. L&W clip quotes the '371 specification, asserting the patent says "any suitable payouts can be used." *Id.* But L&W ignores the sentences that immediately follow that describe what suitable payouts are. Every single suitable payout is defined in odds format:

> Any ***suitable payouts*** can be used in some embodiments. For example…, increased ***payouts***… can range from ***49:1 to 499:1***… For example…, the first three numbers that are selected can be assigned ***a 49:1 payout***, and the last two numbers that are selected can be assigned ***a 499:1 payout***… [I]n some embodiments, the payout for the numbers not selected can be set to ***29:1***.

EX1011, 5:17-34. Nothing in this passage suggests that a "suitable payout" can be a set amount that is unrelated to the amount wagered, as L&W argues. Instead it shows that "suitable" payouts are those defined in terms of odds representing the

amount to be won in relation to the amount wagered.

Next, L&W argues that amounts stated "in odds format such as 35:1 are payout *rates*," and that a "payout rate" is different from a "payout." Reply, 4 (emphasis by L&W). The '371 specification does not distinguish between a "payout" and a "payout rate," and in fact, it never even uses the term "payout rate." Instead, the '371 patent always uses the term "payout" to refer to amounts defined in odds format: "increased ***payouts***… can range from ***49:1 to 499:1***"; "a ***49:1 payout***"; "a ***499:1 payout***"; "the ***payout***… can be set to ***29:1***." EX1011, 5:17-34; *see id.*, 6:10-14 ("an ***increased payout*** of ***499:1***"). To the extent amounts like "35:1" are described as a "payout rate," the '371 specification uses the term "payout" to mean the same thing.

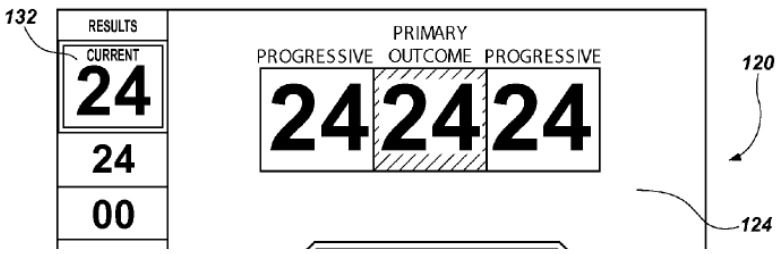
Finally, L&W relies on how the word "payout" is used in several references that discuss progressive jackpots, which is a non-roulette feature that is added to the game. Reply, 2-3. The specific passages L&W relies on relate to progressive jackpots and not to payouts in the game of roulette. *See e.g.*, EX2028, 9-12; EX2029, 2-3; EX1014, 4-5. Thus, the references do not shed light on what "payout" means in the context of roulette. In addition, three of the progressive jackpot references L&W cites, the '999, '659, and '083 patents, were not submitted as exhibits in this IPR and are not part of the record. Therefore, they should not even be considered.

L&W's over broad construction of "payout" is improper in the context of Evolution's patent. The Board should adopt Evolution's construction, which is consistent with the intrinsic and extrinsic evidence. *See* POPR, 14-18. Under Evolution's construction, it is undisputed that neither Kido nor Baron discloses determining a first increased "payout" (the amount a player will win in relation to the amount wagered) that is higher than a first non-selected "payout." L&W's Petition should be denied.

II. Baron Requires Three Spins of Three Roulette Wheels and Does Not Meet the "For a Spin of the Roulette Wheel" Claim Elements

L&W does not contest that "a spin of the roulette wheel" means one spin of one roulette wheel. POPR, 18. Instead, L&W argues that Baron meets Evolution's construction of the term, asserting that Baron discloses an embodiment where there is "a single round of roulette in which a single roulette wheel (e.g., wheel 406 of Figure 6) is spun a single time." Reply, 6. No such embodiment exists. As explained below, the game in Figure 6 requires spinning three roulette wheels.

Each round of Baron's game requires generating three roulette outcomes (*e.g.*, one "primary" and two "ancillary" outcomes). EX1008, Figs. 3-4; Reply, 6.



All three roulette outcomes are needed to determine the outcome of Baron's progressive wagering game. EX1008, Fig. 3 (excerpt above), [0045].

Baron generates outcomes by spinning all three roulette wheels. EX1008, [0039], [0058], Fig. 4. In Baron's game, a player can win different awards. A player can win a small amount if just one of the three outcomes matches the number the player bet on, but all three wheels must be spun for each round. EX1008, [0043]-[0045], [0062]; EX1003, ¶677. A player can win the progressive jackpot only if all three roulette wheels land on the same number the player bet on. EX1008, [0045]. L&W relies on the progressive jackpot as allegedly meeting the "first payout" of the claims. Pet., 62-65. Without spinning all three roulette wheels, Baron's progressive wagering feature would not work. Thus, the feature L&W maps to the claims requires three spins of three roulette wheels.

L&W incorrectly argues Baron's game can be played by spinning a single roulette wheel once. L&W incorrectly describes table 400 in Figure 6 as having one physical roulette wheel used to generate the primary outcome, and two "random number generators" used to generate two ancillary outcomes. Reply, 6-7. L&W argues that on such a table, there is one spin of a physical roulette wheel and that the roulette outcomes generated by the two random number generators do not count as spins of a roulette wheel. L&W misinterprets the function of the random number generators and how Baron's game works.

Baron's "random number generators" are in fact roulette wheels. They are used to generate "virtual roulette outcome[s]," EX1008, [0082], [0041], and Baron describes its random number generator as a "virtual roulette wheel," *id.*, [0027]. *See, id.*, [0089] (the outcome screen can show roulette outcomes "by displaying virtual roulette wheels"). After spinning all three wheels, a player can win a small amount if just one virtual roulette wheel lands on the number the player bet on. *Id.*, [0043]-[0045], [0062]; EX1003, ¶677. But to win the progressive jackpot, all three roulette wheels must land on the number the player bet on. EX1008, Fig. 3, [0045]. Thus, Baron's game requires spinning three roulette wheels (whether virtual or physical) to generate three roulette outcomes. *Id.*, [0027], [0039], [0082], [0088], [0089]; EX1003, ¶670.[1]

Contrary to L&W's argument, Baron does not disclose an embodiment where only one roulette wheel is spun one time. Thus, as explained in the POPR, Baron fails to teach the "for the spin of the roulette wheel" elements of the claims.

III. Conclusion

Accordingly, Evolution requests that the Board deny the Petition.

[1] In addition, contrary to L&W's assertion, Baron does not disclose that table 400 can use one physical and two virtual roulette wheels. Baron provides that table 400 can either use "physical roulette wheels 406" (three physical wheels) or use "virtual roulette outcome generation" (three virtual wheels). EX1008, [0082].

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CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of December, 2025, copies of this Patent Owner's Surreply have been served on the following counsel of record for Petitioner Light & Wonder, Inc.:

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