IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

M2M SOLUTIONS LLC,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	Civil Action No. 12-30-RGA
SIERRA WIRELESS AMERICA, INC. and	:	
SIERRA WIRELESS, INC.,	:	
	:	
Defendants.	:	
	:	

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

M2M SOLUTIONS LLC,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	Civil Action No. 12-32-RGA
ENFORA, INC., NOVATEL WIRELESS	:	
SOLUTIONS, INC., and NOVATEL	:	
WIRELESS, INC.,	:	
	:	
Defendants.	:	
	:	

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

M2M SOLUTIONS LLC,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	Civil Action No. 12-33-RGA
MOTOROLA SOLUTIONS, INC., TELIT	:	
COMMUNICATIONS PLC, and TELIT	:	
WIRELESS SOLUTIONS, INC.	:	
Defendants.	:	
	:	

MEMORANDUM ORDER

The Court issued a Memorandum Opinion construing the claims in U.S. Patent No. 8,094,010 ("'010 patent") on November 12, 2013. (D.I. 92). Before the Court is Defendants' Motion for Reconsideration of the Court's Claim Construction of "Processing Module" and "Programmable Interface" Based on the Federal Circuit *En Banc* Decision in *Williamson v. Citrix Online*. (D.I. 180). The motion is fully briefed. (D.I. 180, 195, 198). The Court granted the motion to address an intervening change in the applicable law and heard oral argument on September 24, 2015. (D.I. 194) Upon reflection, for the reasons that follow, the Court reaches the same determination made in its original claim construction opinion. (D.I. 92).

In *Williamson v. Citrix Online, LLC*, the Federal Circuit overruled prior precedent by deciding to "abandon characterizing as 'strong' the presumption that a limitation lacking the words 'means' is not subject to § 112, para. 6." *Williamson v. Citrix Online, LLC*, 792 F.3d 1339, 1349 (Fed. Cir. 2015) (en banc). In doing so, the court noted that it "will apply the presumption as [it had] done prior to *Lighting World*, without requiring any heightened evidentiary showing . . . ." *Id.* Accordingly, "[w]hen a claim term lacks the words 'means,'" there is still a presumption that § 112 ¶ 6 does not apply, but "the presumption can be overcome and § 112, para. 6 will apply if the challenger demonstrates that the claim term fails to 'recite sufficiently definite structure' or else recites 'function without reciting sufficient structure for performing that function.'" *Id.* (citation and internal quotations omitted). The standard remains "whether the words of the claim are understood by persons of ordinary skill in the art to have a sufficiently definite meaning as the name for structure." *Id.* (citation omitted).

In addressing the specific claims at issue, the Federal Circuit in *Williamson* noted that "'[m]odule' is a well-known nonce word that can operate as a substitute for 'means' in the

context of § 112, para. 6." *Id.* at 1350. The Court explained that such "[g]eneric terms . . . that reflect nothing more than verbal constructs may be used in a claim in a manner that is tantamount to using the word 'means' because they typically do not connote sufficiently definite structure and therefore may invoke § 112 para. 6." *Id.* (citation and internal quotations omitted). The Federal Circuit ultimately found that the presumption against the application of § 112 ¶ 6 had been overcome, because, as used in the specific claim at issue,[1] "the word 'module' does not provide any indication of structure because it sets forth the same black box recitation of structure for providing the same specified function as if the term 'means' had been used." *Id.*

a.   *"Programmable Interface"*

This Court previously construed the term "programmable interface" to mean: "An interface that is able to be directly programmed." (D.I. 92 at 10). In doing so, it rejected Defendants' argument that § 112 ¶ 6 applied, reasoning that "'programmable interface' connotes sufficient structure to one of skill in the art, and both component terms have well understood definitions." (*Id.* at 11). Quoting *Lighting World*, however, the opinion twice referenced the strength of the presumption against the application of §112 ¶ 6, due to the absence of the word "means." (*Id.* at 10–11).

Here, Defendants' argument regarding the "programmable interface" term is rather cursory, and emphasizes that this Court "relied on the then-existing 'strong presumption'" standard [from] *Lighting World*, which *Williamson* overruled." (D.I. 180 at 12). While they concede that the term programmable "might be well understood," Defendants argue it still "does

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[1] The entire claim limitation at issue in *Williamson* read: "a distributed learning control module for receiving communications transmitted between the presenter and the audience member computer systems and for relaying the communications to an intended receiving computer system and for coordinating the operation of the streaming data module." *Williamson*, 792 F.3d at 1350.

not give the claim element sufficient structure." (*Id.*). Plaintiff argues that *Williamson* is of no

consequence to the Court's construction of "programmable interface," because *Williamson* did

not address any analogous claim language. (D.I. 195 at 19). Additionally, Plaintiff points out

that *Williamson*, despite weakening it, nonetheless confirmed that a rebuttable presumption

against applying §112 ¶ 6 continues to apply in the absence of the word "means," which

Defendants can only overcome by showing that the claim term fails to connote sufficiently

definite structure. (*Id.*).

The Court sees no reason to alter its original construction of the term "programmable

interface." While the presumption against the application of §112 ¶ 6 is no longer a "strong" one

after *Williamson*, it nonetheless remains a presumption that Defendants must affirmatively

overcome. *See Williamson*, 792 F.3d at 1349. This Court previously concluded that "both

component terms have well understood definitions," and therefore "connote[] sufficient structure

to one of skill in the art." (D.I. 92 at 11). Defendants provide no argument that interface is a

nonce word that could trigger § 112 ¶ 6, nor do they present any expert testimony to show that

the words of the claim would not be understood by persons of ordinary skill in the art as having

sufficiently definite structure.   Defendants' cursory argument that the admittedly well-

understood term "programmable" does not give the claim element sufficient structure, does

little—if anything—to meet its burden under *Williamson* of "demonstrat[ing] that the claim term

fails to recite sufficiently definite structure or else recites function without reciting sufficient

structure for performing that function." *Williamson*, 792 F.3d at 1350 (citation and internal

quotations omitted). Accordingly, the mere fact that the Federal Circuit modified the

presumption against the application of § 112 ¶ 6 from a strong one to an ordinary one, does not

change the fact that Defendants have failed to overcome this presumption, and the Court declines to change its previous determination as to the "programmable interface" term.[2]

b. "Processing Module"

This Court previously construed the term "processing module" to mean: "Components or units of a computer program." (D.I. 92 at 12). The Court rejected Defendants' argument that the term was a means-plus-function limitation without corresponding structure, and, in doing so, stated that its analysis with regard to "programmable interface" was applicable to this term as well. (*Id.*). The Court did, however, also rely on the decisions of other district courts that had "construed 'module' as connoting sufficient structure to avoid the application of § 112 ¶ 6," in making its determination that § 112 ¶ 6 did not apply. (*Id.* at 13).

Defendants emphasize *Williamson*'s weakening of the presumption against the application of § 112 ¶ 6. (D.I. 180 at 11–12). Defendants argue further that *Williamson* provides a clear directive that "module" is a nonce word that invokes § 112 ¶ 6, and that the word "processing" does not provide sufficient corresponding structure. (*Id.* at 12). They also contend that the claim limitation as a whole is in a format consistent with traditional means-plus-function claim limitations, in that it merely replaces the word "means" with "module" and recites the term's function. (*Id.*). Plaintiff argues that the surrounding claim language "expressly explains how the 'processing module' is able to perform its recited function of authenticating a received incoming transmission—*i.e.*, 'by determining if the at least one transmission contains the coded number.'" (D.I. 195 at 17). Plaintiff asserts that this additional language in the claim limitation

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[2] Plaintiff also asserts that, since this Court's *Markman* ruling, it has developed "substantial record evidence demonstrating that, in addition to its dictionary definitions, the claim term 'programmable interface' was used in the prior art to designate a general class of structures." (D.I. 195 at 11). Indeed, the expert declaration of Dr. Ray W. Nettleton, while not necessary to reach the Court's present conclusion, appears to lend support to this Court's original determination that the claim term "'programmable interface' connotes sufficient structure to one of skill in the art." (D.I. 92 at 11; D.I. 197 at 5–10).

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