

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
WACO DIVISION

VIDEOSHARE, LLC,

Plaintiff,

v.

META PLATFORMS, INC.,

Defendant.



CIVIL NO. 6:21-CV-00254-ADA

**CLAIM CONSTRUCTION ORDER**

The Court provided preliminary claim constructions on January 6, 2022 for U.S. Patent No. 10,362,341. The Court held a claim construction hearing on January 7, 2022, during which the parties argued the construction of “depending on a compatibility of the second server system or a compatibility of the second client with the first format or the second format.” Dkt. No. 38. The parties also briefed whether “server system” is indefinite. Dkt. Nos. 29, 31, 33, 35.

In another case involving the same patent, the Court construed “depending on a compatibility of the second server system or a compatibility of the second client with the first format or the second format” to mean “after determining which of the first format or second format is most compatible with the second server system or the second client.” *VideoShare, LLC v. Google LLC*, No. 6:19-cv-00663-ADA, Dkt. No. 69 (W.D. Tex. Nov. 13, 2020).

Defendant argues for revising this construction to read “after determining which of the first format and second format is most compatible with the second server system or the second client.” Dkt. 29 at 2 (emphasis added). Plaintiff argues for affirming the previous construction without the change, noting that “or” and “and” are not synonyms. Dkt. 31 at 3. Defendant contends the

revision to “and” provides clarity. Dkt. No. 29 at 2-3. Thus, the dispute centers solely on whether to revise the first “or” to “and.”

The Court determined whether the Plaintiff or Defendant made arguments most compatible with the law. To do so, the Court analyzed the briefing of both parties. In the same way, the meaning of “after determining which of the first format or second format is most compatible with the second server system or the second client” is clear and requires no further revision.

The Court construes “server system” to have its plain and ordinary meaning and finds “server system” is not indefinite. A claim is indefinite only if it fails to inform those skilled in the art about the scope of invention with reasonable certainty. *Nautilus, Inc. v. Biosig Instruments*, 572 U.S. 898, 910 (2014). A skilled artisan must know not only what falls inside the scope of the claim term, but also what falls outside of it. *Versata Software, Inc. v. Zoho Corp.*, 213 F. Supp. 3d 829, 836 (W.D. Tex. 2016).

Defendant argues that a person of ordinary skill in the art could not discern the outer boundaries of the “server system” because it “includes no restriction on scale or the number of computers and programs which may constitute a server system.” Dkt. No. 29 at 6-7.

The Court finds that “server system” informs, with reasonable certainty, a person of ordinary skill in the art what the scope of invention is: the system includes at least a server. Defendant cites no law requiring claims to define a maximum outer boundary on the number of computers or programs in such a server system. Defendant’s argument that the claim has “no restriction” on the maximum boundary means the maximum boundary is clearly understood, not indefinitely claimed.

Further, the parties have reached agreement on the construction of certain claim terms listed in their Joint Claim Construction Statement. Dkt. No. 37. The Court holds the parties to their agreement.

**CONCLUSION**

Term/Phrase	Plaintiff's Construction	Defendant's Construction	Court's Final Construction
"depending on a compatibility of the second server system or a compatibility of the second client with the first format or the second format"	"after determining which of the first format <b>or</b> second format is most compatible with the second server system or the second client"	"after determining which of the first format <b>and</b> second format is most compatible with the second server system or the second client"	"after determining which of the first format or second format is most compatible with the second server system or the second client"
"server system"	Plain and ordinary meaning	Indefinite	Not indefinite; plain and ordinary meaning

SIGNED on this 7th day of January 2022.

  
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 ALAN D ALBRIGHT  
 UNITED STATES DISTRICT JUDGE