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Federal Circuit Patent Bulletin: *Williamson v. Citrix Online, LLC*

November 5, 2014

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On November 5, 2014, in *Williamson v. Citrix Online, LLC*, the U.S. Court of Appeals for the Federal Circuit (Moore, Linn,* Reyna) vacated and remanded the district court's stipulated judgment that Citrix did not infringe U.S. Patent No. 6,155,840, which related to distributed learning systems for a virtual classroom environment, and that the '840 patent was invalid for indefiniteness. The Federal Circuit stated:

Section 112, para. 6, provides that "[a]n element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure, material, or acts in support thereof." [T]he failure to use the word "means" in a claim limitation create[s] a rebuttable presumption that 35 U.S.C. § 112, para. 6 d[oes] not apply. This presumption is "a strong one that is not readily overcome." To rebut this strong presumption, it must be demonstrated that "skilled artisans, after reading the patent, would conclude that [the] claim limitation is so devoid of structure that the drafter constructively engaged in means-plus-function claiming." A claimed expression cannot be said to be devoid of structure if it is used "in common parlance or by persons of skill in the pertinent art to designate structure, even if the term covers a broad class of structures and even if the term identifies the structures by their function."

"Technical dictionaries, which are evidence of the understandings of persons of skill in the technical arts" may inform whether claim terms connote structure. Moreover, in circumstances in which "[a] structure-connoting term . . . is coupled with a description of [its] operation, sufficient structural meaning generally will be conveyed to persons of ordinary skill in the art." In making this assessment, it is important to consider the claimed expression as a whole, and not merely any single word, as well as its surrounding textual context.

The district court here failed to give weight to the strong presumption that 35 U.S.C. § 112, para. 6, did not apply based on the absence of the word "means." "[W]e have seldom held that a limitation not using the term 'means' must be considered to be in means-plus-function form," and "the circumstances must be [unusual] to overcome the presumption." Moreover, in determining that the strong presumption was overcome, the district court erred: (1) in failing to appreciate that the word "module" has a number of dictionary meanings with structural connotations; (2) in placing undue emphasis on the word "module" separate and apart from the claimed expression "distributed learning control module"; and (3) in failing to give proper weight to the surrounding context of the rest of the claim language and the supporting text of the specification in reaching the conclusion that the drafter employed means-plus-function claiming.

The district court, in characterizing the word "module" as a mere nonce word, failed to appreciate that the word "module" has understood dictionary meanings as connoting either hardware or software structure to those skilled in the computer arts. While the parties here have not cited any dictionaries, we have frequently looked to the dictionary to determine if a disputed term has achieved recognition as a term denoting structure. "[J]udges are free to consult dictionaries and technical treatises 'at any time in order to better understand the underlying technology and may also rely on dictionary definitions when construing claim terms, so long as the dictionary definition does not contradict any definition found in or ascertained by a reading of the patent documents.'"

The IBM Corporation, IBM Dictionary of Computing 439 (1st ed. 1994) defines "module" as a "packaged functional hardware unit designed for use with other components" and a "part of a program that usually performs a particular function of related functions." These definitions all show that the term "module" has a structure connoting meaning to persons of ordinary skill in the computer arts. . . . Not only did the district court fail to appreciate the structure-connoting meanings of the word "module" reflected in dictionaries, it also failed to consider the claimed expression "distributed learning control module" as a whole. This was error. The adjectival modifiers "distributed learning control" cannot be ignored and serve to further narrow the scope of the expression as a whole. Here, the "distributed learning control module" is claimed as a part of the definite structure "distributed learning server" and "receive[s] communications transmitted between the presenter and the audience member computer systems," "relay[s] the communications to an intended receiving computing system," and "coordinat[es] the operation of the streaming data module." These claimed interconnections and intercommunications support the conclusion that one of ordinary skill in the art would understand the expression "distributed learning control module" to connote structure. . . .

For these reasons, we determine that the Appellees have failed to overcome the strong presumption that the expression "distributed learning control module" is not subject to 35 U.S.C. § 112, para. 6. We therefore vacate the district court's determination that claims 8–12 are invalid under 35 U.S.C. § 112, para. 2, based on that construction.