IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

Sandpiper CDN, LLC, *Plaintiff*, v. Comcast Cable Communications, LLC d/b/a Xfinity; Comcast Cable Communications Management, LLC d/b/a/ Comcast Technology Solutions. *Defendants*.	Civil Case No. 2:24-cv-00886-JRG-RSP **JURY TRIAL DEMANDED**

SANDPIPER CDN, LLC'S OPENING
CLAIM CONSTRUCTION BRIEF

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I. INTRODUCTION

This case involves patents directed to content delivery network ("CDN") technology, which has revolutionized the ability to quickly and efficiently deliver content to millions of consumers simultaneously over the Internet. Since the mid-1990s, the named inventors on the asserted patents worked on a solution to develop infrastructure, logic, and architecture that enabled content providers to distribute their content over the Internet on a massive scale. Hundreds of patents were obtained as a result of this groundbreaking work, and, after a series of acquisitions, Level 3 further invested years of research and investment into developing and protecting the patented technology. Demand for CDNs exploded in the early-to-mid 2000s, with companies, like Defendants, capitalizing on the CDN technology pioneered and patented by Level 3 and the original inventors. Level 3 ultimately sold its CDN patent portfolio to Sandpiper CDN, LLC ("Sandpiper"), four patents from which are at issue in this litigation.

The disputed claim terms submitted to the Court for construction are all straightforward, easy to understand terms to a person of ordinary skill in the art. Nonetheless, Defendants seek to rewrite them in a manner inconsistent with the intrinsic (and extrinsic) evidence, including by substituting broad terms for narrow ones that lack support in the patents' disclosures and by inserting language that causes further ambiguity to what was claimed. The plain and ordinary meaning of each term should apply, consistent with how the terms would be understood by a person of ordinary skill in the art.

II. BACKGROUND

The Asserted Patents in this case are United States Patent No. 8,478,903 ("the '903 Patent"), U.S. Patent No. 9,762,692 ("the '692 Patent"), U.S. Patent No. 9,628,347 ("the '347 Patent"), and U.S. Patent No. 9,660,876 ("the '876 Patent"). As the Internet became more widely used, website owners had to address increasing bandwidth needs, dynamic changes in load on the network, and performance issues relating to clients' browsing behavior, including clients in remote or distant locations. The asserted patents addressed those issues, and claim novel methods and systems that enabled companies to nimbly and efficiently deliver content to their clients across a CDN.

For example, when a server with website content (*e.g.*, an origin server) receives numerous requests, delivery of the content can be slow. *See*, *e.g.*, Dkt. 1-3, '903 Pat., 1:27-31. The '903 Patent provides methods to off-load processing of requests for selected resources (such as website content) by determining a different server to process those requests. In some cases, this involves replicating content from a source associated with a client of a CDN network onto CDN server(s). The solutions in the '903 Patent improve the performance of providing website content to users in a network. *See*, *e.g.*, *id.*, 2:62-65.

As another example, the '692 Patent addresses issues CDNs face with respect to serving content that is popular, or not popular, in a network with multiple servers, which can avoid risks associated with unnecessarily caching content. *See* Dkt. 1-5, '692 Pat., 2:46-51, 10:1-22. CDNs can experience increased latency and degraded service if content is cached at a particular server even if the content is not popular. The risk of "thrashing" or disruption of a CDN system can occur when a CDN tries to serve specific content to all customers is also an issue for CDNs that can occur when content is unnecessarily cached. *Id.*, 10:1-22. In some cases, if a requested resource is not available at a server or a peer of the server, the methods in the '692 Patent describe how to determine if the resource is popular, and then either serve the popular resource or redirect the requestor to the server tier from which the resource can be obtained. *Id.*, 13:14-40 (claim 1). Ultimately, the solutions in the '692 Patent include a tiered server system employed by a CDN to address the reality of storage limitations across the network, which speeds up content delivery and preserves memory space for the most popular content in the first tier of servers on the network.

In addition, as use of CDNs increased over time, issues started to arise based on the type of content the CDNs delivered across the network. CDNs were originally configured to treat all requests for content the same, but CDNs started receiving different requests for different types of content, such as video, images, written work, or other multimedia content. Dkt. 1-1, ’347 Pat., 64:11-16. The ’347 Patent involves a technical solution of employing a layered approach for responding to requests for content that allows the CDN to process requests using a modifiable, modular control environment. *Id.*, 67:37-38. The solutions in the ’347 Patent allowed for improved operations to the hardware used in a CDN, provided lower latency, and increased the performance and availability of the services provided by the CDN. *Id.*, 49:33-37, 158:53-54. Further, the ’876 Patent addressed similar challenges with handling requests for various types of content by describing solutions that configured CDNs to account for different types of parameters associated with requests for and delivery of that content (e.g. responsibilities, security, quality, etc.). The ’876 Patent includes solutions where state data are used to inform a peering policy of a set of caches, which provides CDNs with an infrastructure and logic to handle specific content requests by specific users more efficiently and more scalable than existing systems. Dkt. 1-2, ’876 Pat., 36:29-32, 39:38-40:28, 203:47-204:3 (claim 1). The solutions in the '876 Patent improve computational efficiency, fault tolerance, and handling of multiple event streams across a CDN. *Id.*, 52:16-22, 53:35-39.

III. LEGAL STANDARDS

A. General Principles

Claim construction is decided as a matter of law and is "exclusively within the province of the court." *Markman v. W. Instruments, Inc.*, 517 U.S. 370, 372 (1996). "It is a 'bedrock principle' of patent law that 'the claims of a patent define the invention to which the patentee is entitled the right to exclude.'" *Phillips v. AWH Corp*., 415 F.3d 1303, 1312 (Fed. Cir. 2005) (en banc). "[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 appear, but in the context of the entire patent, including the specification." *Id.*, 1313. "The specification 'is always highly relevant to the claim construction analysis. Usually it is dispositive; it is the single best guide to the meaning of a disputed term.'" *Continental Circuits LLC v. Intel Corp.*, 915 F.3d 788, 796 (Fed. Cir. 2019) (quoting *Phillips*, 415 F.3d at 796).

Construing terms is not always necessary, and the Federal Circuit has cautioned courts against adopting constructions that "contribute nothing by meaningless verbiage to the definition of the claimed invention." *Harris Corp. v. IXYS Corp.*, 114 F.3d 1149, 1152 (Fed. Cir. 1997). "[D]istrict courts are not (and should not be) required to construe every limitation present in a patent's asserted claims." *O2 Micro Intern. Ltd. v. Beyond Innovation Tech. Co., Ltd.*, 521 F.3d 1352, 1362 (Fed. Cir. 2008). Accordingly, with limited exceptions, the claims should be given "their ordinary and customary meaning" as understood by a person of ordinary skill in the art in view of the specification and prosecution history. *Phillips*, 415 F.3d at 1312–13. "There are only two exceptions to this general rule: 1) when a patentee sets out a definition and acts as his own lexicographer, or 2) when a patentee disavows the full scope of a claim term either in the specification or during prosecution." *Thorner v. Sony Computer Ent. Am. LLC*, 669 F.3d 1362, 1365 (Fed. Cir. 2012) (citing *Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1580 (Fed. Cir. 1996)).

B. Legal Standards Governing 35 U.S.C. § 112, ¶ 2

Definiteness under 35 U.S.C. § 112, ¶ 2 requires "that a patent's claims, viewed in light of the specification and prosecution history, inform those skilled in the art about the scope of the invention with reasonable certainty." *Fractus, S.A., v. Tcl Corp. et al.*, No. 2:20-CV-00097-JRG, 2021 WL 2983195, at *4 (E.D. Tex. July 14, 2021) (*citing Nautilus, Inc. v. Biosig Instruments, Inc.*, 572 U.S. 898, 910 (2014)). Further, a defendant must prove a claim indefinite by "clear and convincing evidence." *Id.* (*citing Sonix Tech. Co. v. Publ'ns Int'l, Ltd.,* 844 F.3d 1370, 1377 (Fed. Cir. 2017)).

The claims "must be precise enough to afford clear notice of what is claimed" while recognizing that "some modicum of uncertainty" is inherent due to the limitations of language. *Nautilus*, 572 U.S. at 908. General principles of claim construction apply to indefiniteness allegations. *Biosig Instruments, Inc. v. Nautilus, Inc*., 783 F.3d 1374, 1377-78 (Fed. Cir. 2015).

C. Legal Standards Governing 35 U.S.C. § 112, ¶ 6 ("Means-Plus-Function")

"To determine whether § 112, para. 6 applies to a claim limitation," Federal Circuit "precedent has long recognized the importance of the presence or absence of the word 'means.'" *Williamson v. Citrix Online, LLC*, 792 F.3d 1339, 1348 (Fed. Cir. 2015) (en banc). Claims without the word "means" are presumed not to invoke § 112, ¶ 6. *Williamson*, 792 F.3d at 1349. If a challenger fails to rebut this presumption, the inquiry ends. Thus, the second set of the inquiry—construing the function and identifying the corresponding structure in the specification—is only required if the challenger demonstrates that the claim fails to recite sufficiently definite structure to those having skill in the relevant art. *Apple Inc. v. Motorola, Inc.*, 757 F.3d 1286, 1296 (Fed.

Cir. 2014), *overruled on other grounds by Williamson*, 792 F.3d at 1339. The "mere fact that the disputed limitation[] incorporate[s] functional language does not automatically convert the words into means for performing such functions." *Zeroclick, LLC v. Apple Inc.*, 891 F.3d 1003, 1008 (Fed. Cir. 2018).

Structure can be provided through use of "'a claim term with a structural definition that is either provided in the specification or generally known in the art,' or a description of the claim limitation's operation and 'how the function is achieved in the context of the invention.'" *Dyfan, LLC v. Target Corp.*, 28 F.4th 1360, 1366 (Fed. Cir. 2022) (quoting *Apple*, 757 F.3d at 1299). Accordingly, if § 112 ¶ 6 applies, "[t]he party alleging that the specification fails to disclose sufficient corresponding structure must make that showing by clear and convincing evidence." *TecSec, Inc. v. IBM*, 731 F.3d 1336, 1349 (Fed. Cir. 2013) (quoting *Budde v. Harley-Davidson, Inc.*, 250 F.3d 1369, 1380–81 (Fed. Cir. 2001)).

D. Level of Ordinary Skill in the Art

A person of ordinary skill in the art ("POSITA") is the skill level of a hypothetical person who is presumed to have known the relevant art at the time of the invention. *In re GPAC*, 57 F.3d 1573, 1579 (Fed. Cir. 1995). In resolving the appropriate level of ordinary skill, courts consider the types of, and solutions to, problems encountered in the art, the speed of innovation, the sophistication of the technology, and the education of workers active in the field. *Id*. "A person of ordinary skill in the art is also a person of ordinary creativity, not an automaton." *KSR Int'l Co. v. Teleflex Inc.*, 550 U.S. 398, 421 (2007).

A POSITA in 1998, 2008, and 2012—the relevant date(s) for the asserted patents—would have had a bachelor's degree in electrical engineering, computer engineering, computer science, or the equivalent, and 2–3 years of work experience with content delivery, networking, or the equivalent. Significant work experience can substitute for education and vice versa.

IV. DISPUTED CLAIM TERMS

E. ’903 Patent Term

1. “first alias name” / “second alias name” (’903 Patent claims 28, 37)

Sandpiper’s Proposal	Defendants’ Proposal
No construction necessary. Plain and ordinary meaning.	The first alias name is different than the second alias name

The terms “first alias name” and “second alias name” should be given their plain and ordinary meaning. Defendants’ proposed construction purports to differentiate between two alias names but injects an unsupported limitation requiring the first and second alias names to have no similarities. Defendants’ proposal is unnecessary and improper.

Sandpiper does not dispute that the “first alias name” and “second alias name” are different alias names. Such is apparent from the plain claim language, and the jury does not require Defendants’ construction to understand this. The use of “first” and “second” is a common claiming technique and nothing more should be read into the uses of these words. *See 3M Innovative Props. Co. v. Avery Dennison Corp.*, 350 F.3d 1365, 1371 (Fed. Cir. 2003) (“The use of the terms ‘first’ and ‘second’ is a common patent-law convention to distinguish between repeated instances of an element or limitation.”).

Moreover, Defendants’ proposed construction is inconsistent with the intrinsic record, as two alias names may be similar, include the same words, and be associated with the same server. In fact, the ’903 Patent accounts for this scenario. For example, the specification teaches:

> For instance, if www.example.com is the origin server, names for three repeaters might be created:
> wrl.example.com
> wr2.example.com
> wr3.example.com
> The name 'wr1...example.com' would be an alias for repeater 1, which might also be known by other names such as 'wr1.anotherExample.com' and 'wr1.example.edu'.

Dkt. 1-3, '903 Pat., 9:53-55. These alias names, although not the exact same, share similarities and are associated with the same repeater server. Likewise, in the claims at issue, both the "first alias name" and "second alias name" share the similarity of being associated with "the at least one repeater server[.]" *See, e.g.*, *id*., 27:33-46. Under Defendants' proposed construction, which injects an unsupported limitation requiring the first and second alias names to have no similarities, the aforementioned exemplary alias names may not be sufficiently "different."

Precedent supports Sandpiper's position. For example, this Court previously found that "there is no reason to further construe the clear and unambiguous terms 'first' and 'second.'" *Uniloc 2017 LLC v. Google LLC*, No. 218-CV-00503-JRG-RSP, 2020 WL 512605, at *7 (E.D. Tex. Jan. 30, 2020) (finding that "first server" and "second server" should be given their plain and ordinary meanings and finding that "a second routing device" should be given its plain and ordinary meaning where defendant proposed a construction of "a 'routing device' that is separate and distinct from a first 'routing device'"); *see also Touchstream Technologies, Inc. d/b/a Shodogg v. Charter Communications, Inc. et* al, Case No. 2:23-CV-00059, Dkt. No. 74 (E.D. Tex. July 9, 2024) (finding that "first format" and "second format" should be given their plain and ordinary meanings where Defendants, including Comcast Cable Communications, LLC d/b/a Xfinity, proposed a construction of "second format is different from the first format" because "[t]he distinction is clear from the choice of words…"). Defendants' proposed construction is confusing, redundant, and unsupported by the claims and specification. This claim term should be afforded its plain and ordinary meaning.

F. ’692 Patent Terms[1]

2. “the first portion of the content provider’s library is distinct from the second portion” / “a second portion of the content provider’s library distinct from the first portion” (’692 Patent, claims 1, 15)

Sandpiper’s Proposal	Defendants’ Proposal
Not indefinite; no construction necessary; plain and ordinary meaning.	Indefinite.

The plain language of claims 1 and 15, in conjunction with the ’692 Patent’s specification, provide reasonable certainty as to the scope of these claims to one of ordinary skill. For example, the word “distinct,” as used in the relevant claim language, is well-known and easily understood. The Court should reject Defendants’ position because they cannot meet their high burden to prove this claim is indefinite by clear and convincing evidence. *Fractus*, 2021 WL 2983195, at *4.

Defendants argue it is unclear whether the use of the word “distinct” means that the patent has disclaimed instances where the first and second portions of the content provider’s library contain different sets of data that share some overlap. Contrary to Defendants’ argument, nothing in the patent suggests that the first and second portions must be “completely” or “entirely” unique. To the contrary, the claim language and supporting specification provide reasonable certainty to one of ordinary skill that some overlap may occur between these two portions of the content provider’s library. Moreover, the ’692 Patent’s intrinsic record consistently provides that there may be some overlap between the “distinct” portions of the content provider’s library. For instance,

[1] On November 10, 2025, Defendants informed Sandpiper that they no longer intended to seek their proposed construction for “origin tier” as used in the ’692 Patent. *See* Dkt. 79 at 9–10. Accordingly, Sandpiper does not address this term in its opening brief.

the specification explains that "distinct" portions can mean portions that "overlap only minimally." *See* Dkt. 1-5, '692 Pat., 12:13-16 ("According to one example embodiment, the first portion is distinct from the second portion (i.e., the portions/subsets of the library do not overlap, or ***overlap only minimally***)") (emphasis added). Further, during prosecution of the '692 Patent, the Board reiterated "distinct" as including, in one embodiment, portions that "*overlap*" to some extent. Ex. A, Appl. No. 12/880,324, May 10, 2017 Decision on Appeal at 2 (emphasis in original); *see also id.* at 10-11 (holding exact "copies" of the "same material" in the prior art not "distinct").

Contrary to Defendants' position, these claims are not rendered indefinite just because they do not specify the precise amount of overlap between the first and second portions of the content provider's library. *See DSS Tech. Mgmt., Inc. v. Taiwain Semiconductor Mfg. Co., Ltd*., No. 2:14-CV-199-RSP, 2015 WL 1737732, at *12 (E.D. Tex. Apr. 9, 2015), *aff'd sub nom. DSS Tech. Mgmt., Inc. v. Taiwan Semiconductor Mfg. Co*., 642 F. App'x 1006 (Fed. Cir. 2016) ("The Court thus finds that the term 'distinct' is used in its ordinary meaning to indicate that the features are distinguishable from each other."); *see also id*. at *11 ("the prosecution history provides no clarity that 'distinct' was meant to mean 'non-overlapping.'"); *Phoenix Licensing, L.L.C. v. Advance Am*., No. 2:15-CV-1367-JRG-RSP, 2016 WL 6217180, at *11 (E.D. Tex. Oct. 25, 2016) ("[T]he Court finds that the term 'distinct choices' should be given its plain and ordinary meaning.").

The Federal Circuit and this Court have consistently rejected similar arguments, finding that claim elements do not need to be "entirely separate and distinct" when nothing in the claim language requires them to be. *See Linear Technology Corp. v. International Trade Com'n*, 566 F.3d 1049, 1055 (Fed. Cir. 2009); *see also Northeastern Univ. v. Google, Inc*., No. 2:07-CV-486-CE, 2010 WL 4511010, at *8 (E.D. Tex. Nov. 9, 2010) ("[A]ccording to Plaintiffs, the first and second portions *must be distinct* but need not be separate. The Court agrees. *Overlap may occur* but at least one portion must contain at least one bit not contained in the other portion.") (emphasis added). This principle is particularly true where, as here, the specification actually teaches an embodiment where the first and second portions have some overlap. *Cf. Key Energy Services, Inc. v. C.C. Forbes, LLC*, No. 2:08-CV-346-DF-CE, 2010 WL 2698507, at *6 (E.D. Tex. July 7, 2010) ("Although the '490 patent's preferred embodiment discloses separate and independent transmissions, *nothing in the patent disclaims two transmissions that share overlapping components*. . . [T]he rule announced by the Federal Circuit was that the patentee was entitled to the full scope of the claim term, absent a clear disavowal or a contrary definition.") (emphasis added).

Extrinsic evidence further supports Sandpiper's position. For example, dictionary definitions are consistent with the plain and ordinary meaning of "distinct" as used in the claims as being "not the same" or "not identical." *See* Ex. B (Merriam-Webster definition for "distinct": "distinguishable to the eye or mind as being discrete or not the same"); Ex. C (Oxford English Dictionary definition for "distinct" as an adjective: "Distinguished as not being the same . . . not identical"); Ex. D (Dictionary.com definition for "distinct": "distinguished as not being the same; not identical; separate"). Notably, Defendants provide no extrinsic evidence, or expert opinions, to support their invalidity argument.

Here, the plain claim language provides reasonable certainty to a skilled artisan that the first and second portions of the content provider's library may have some overlap and need not be *entirely* distinct. Both the intrinsic and extrinsic evidence support this plain and ordinary meaning. As such, Defendants cannot meet their burden to show indefiniteness of these claims by clear and convincing evidence. The Court should reject their argument.

3. "[a] at a first server in the first tier of servers, obtaining a request from a client for a resource; [b] if the resource is not available at the first server or at the peer of the first server, determining if the resource is popular; [c] if the resource is determined to popular, then the first server obtaining the resource; and the first server serving the resource to the client [d] if the resource is determined not to be popular, directing the client to a second server; [e] the second server serving the resource to the client" ('692 Patent, claim 1)

Sandpiper's Proposal	Defendants' Proposal
No construction necessary. Plain and ordinary meaning.	The claim requires performance of steps [a], [b], and [c], and separately the performance of steps [a], [b], [d], and [e]

Defendants' proposed "construction" is not a construction at all—it is an improper and incorrect instruction as to how the claim should be conditionally applied to prove infringement. But any required performance of steps in claim 1 of the '692 Patent is readily ascertainable from the claim's plain language. Defendants' proposal is unnecessary, contradicts well-settled law, and would misinform the jury regarding requirements for infringement.

This Court has previously held that "if a conditional statement on a limitation is met, the subsequent steps are mandatory and limiting, and if a conditional statement on a limitation is not met, the subsequent steps are nonlimiting and do not need to be performed in order for infringement to occur." *GREE, Inc. v. Supercell Oy*, No. 2:19-CV-00070-JRG-RSP, 2020 WL 4928303, at *4 (E.D. Tex. July 10, 2020), *report and recommendation adopted*, No. 2:19-CV-00070-JRG-RSP, 2020 WL 4926438 (E.D. Tex. Aug. 21, 2020) (noting the Patent Trial Appeal Board came to the same conclusion in *Ex parte Schulhauser*, Appeal No. 2013-007847 at 10, 2016 WL 6277792 (P.T.A.B. April 28, 2016)). Here, claim 1 of the '692 Patent contains the conditional step [b] which is performed if the resource is not available at the first server or at the peer of the first server. Dkt. 1-5, '692 Pat., 13:21. If the resource is unavailable, then the step of "determining if the resource is popular" is performed. *Id.*, 13:21-23. Further, claim 1 contains step [c], which is performed if the resource is determined to be popular, and step [d], which is performed if the resource is determined not to be popular. *Id*., 13:24-29. These conditional steps are all clear from the claim language. Defendants' proposal is unnecessary.

Similar to steps [c] and [d], this Court has previously considered claims with binary conditional statements. *See Eon Corp. IP Holdings, LLC v. T-Mobile USA, Inc.*, No. 6:10-CV-0379 LED-JDL, 2012 WL 405492, at *11-14 (E.D. Tex. Feb. 8, 2012), *order vacated in part on other grounds on denial of reconsideration*, No. 6:10-CV-379-LED-JDL, 2012 WL 12894482 (E.D. Tex. Apr. 18, 2012). In *Eon*, the claims at issue included the following conditional, binary steps: "if said subscriber unit is ***receiving a signal***…performing the steps of:..." and "if said subscriber unit is ***not receiving a signal***…performing the steps of . . . ." *Eon Corp.*, 2012 WL 405492, at *11-12 (emphasis added). This Court found that the claims "speak for themselves" and "[t]he method steps listed after 'if said subscriber unit is not receiving a signal…' are not performed if the 'determining' step determines that the subscriber unit is receiving a digital signal[.]" *Id*. at *14. So too here.

Further, the figures and specification of the '692 Patent support a plain and ordinary meaning. For example, Figure 7 illustrates a flowchart of processing steps. Each step is only performed if the conditional language is met. As an example, step 710 is only performed "if the resource is not available . . . ":

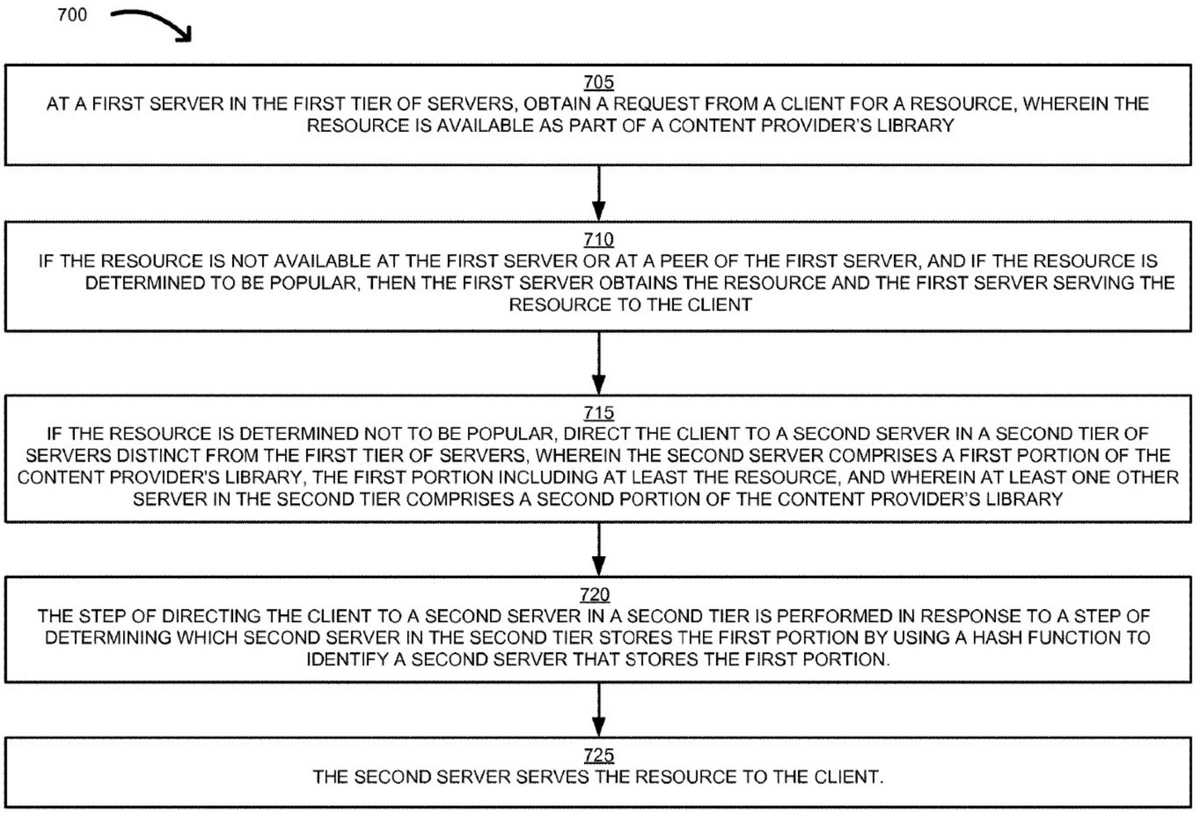

FIG. 7

Dkt. 1-5, ’692 Pat., 11:62-66; Fig. 7. Paired with the plain language of claim 1, the ’692 Patent’s specification clearly articulates how the claimed method steps are performed.

Defendants’ proposed construction contravenes established law by requiring the performance of every conditional step of claim 1 of the ’692 Patent whether or not the conditions for each step have been met. Moreover, Defendants’ proposal goes against the plain claim language’s usage of the contingent statements, which, as supported by the specification, are only performed if the condition is met. Such a construction would misinform and confuse the jury, and should be rejected.

4. "origin server" ('692 Patent, claims 1, 15)

Sandpiper's Proposal	Defendants' Proposal
No construction necessary. Plain and ordinary meaning.	"A content provider's / customer's server."

Asserted method claims 1 and 15 of the '692 Patent include a step that recites a second-tier of servers that comprises any intermediate tier of servers that sits between a first-tier of servers and an "origin server" in a CDN network. Dkt. 1-5, '692 Pat., 13:27-39, 14:65-15:5. Generally, each of these asserted claims use the term "origin server" in the context of obtaining content from an "origin server" in a multi-tier CDN architecture where the requested content is unavailable in the first or second tier of servers. *Id.*, 3:65-4:4, 4:33-41, 11:55-12:16, 13:14-40, 14:50-15:11. The asserted claims also specify that the "origin server" is a server "that stores the content provider's library." *Id.*, 13:37-39; 15:4-5. The term is a well-known and easily-understood term in the CDN industry. Accordingly, the plain and ordinary meaning of this term should apply, and the Court should reject Defendants' attempt to rewrite the claim language with added restrictions that are not supported by the '692 Patent claims and other intrinsic evidence.

Specifically, Defendants' proposed construction for "origin server" asks the Court to construe "origin server" in a manner that adds an ownership requirement, either via a content provider or a customer, to "origin server" in asserted claims. Defendants ostensibly seek to add this limitation to avoid infringement in scenarios where Defendants own and operate the origin server. But Defendants' proposal, which would rewrite the claims and add restrictions, is unsupported by the claim language and the clear intrinsic record. Indeed, the claim language does not specify any ownership requirements of the "origin sever." Instead, the claims merely describe the "origin server" with respect to its orientation in the network: a server that sits beyond an intermediate CDN tier and serves as the ultimate source of storage for "resources associated with the content provider's library." *Id.*, 13:38. The claim language plainly does not define ownership or restrict the "origin server" to only a server owned by a "content provider/customer." Defendants' attempt to write in this limitation is contrary to the plain claim language and should be rejected for that reason alone. *Evolved Wireless, LLC v. Samsung Elecs. Co. Ltd*., No. 2:21-CV-00033-JRG, 2023 WL 3167848, at *7 (E.D. Tex. April 17, 2023) (rejecting argument "that contradicts the claim language and the specification. The claims do not expressly require the information transmitted from the mobile terminal to be identical to the information received by the terminal.").

In addition, Defendants' proposed construction does not have support in the '692 Patent's specification or prosecution history. Indeed, the specification expressly acknowledges that an "origin server" could be owned or related to any number of parties—it could be content-provider owner, third-party owned, or customer owned:

> A content provider's/customer's server (or servers) are also referred to as origin servers. A content provider's origin servers may be owned and/or operated by that content provider ***or*** they may be servers provided ***and/or*** operated by a third party such as a hosting provider. The hosting provider may also provide CDN services to that content provider.

Dkt. 1-5, '692 Pat., 3:65-4:4 (emphasis added). Nevertheless, Defendants lift five words used in the specification ("[a] content provider's/customer's server") and attempt to import them as a limitation into the asserted claims while ignoring the context immediately following (as well as the rest of the disclosure). Entirely ignoring this context is fatal to Defendants proposal. Further, the specification only ever discusses ownership or operation of the origin servers in permissive language (e.g. "***may be*** owned and/or operated") and never states that the origin server *must* be owned or operated by a third-party content provider or customer. *Id*., 3:65-4:4 (emphasis added). This is because the overall context provided in the specification focuses on the technical role of the "origin server" as a repository or source of a content provider's library that is upstream of the other tiers in the CDN—the claimed method is agnostic as to who owns the claimed "origin server." *See, e.g.*, Dkt. 1-5, '692 Pat., 3:65-4:4, 4:33-41, 6:51-7:7, 9:56-64, 11:55-12:16, 13:14-40, 14:50-15:11, Fig. 4. Accordingly, Defendants' proposed construction seeks to limit the scope of the claims to an unclaimed, narrow embodiment that would transform the claims to require specific ownership of an "origin server." This is improper and should be rejected. *Sta Grp. LLC v. Motorola Sols., Inc.*, No. 2:23-CV-00030-JRG-RSP, 2024 WL 3843731, at *10-11 (E.D. Tex. July 10, 2024).

Finally, Defendants' construction should also be rejected because there is no evidence in the prosecution history that demonstrates "origin servers" were expressly limited to ownership only by customers or content providers. "Absent disclaimer or lexicography, the plain meaning of the claim controls." *Toshiba Corp. v. Imation Corp.*, 681 F.3d 1358, 1369 (Fed. Cir. 212). Accordingly, because the intrinsic record does not contain any such disclaimer or lexicography requiring the "origin server" to be owned by "a content provider" or "customer," and the term is easily understood by a POSITA, the plain and ordinary meaning of "origin server" should apply.

G. '347 Patent Terms

5. "control environment" ('347 Patent, claims 1, 13)

Sandpiper's Proposal	Defendants' Proposal
No construction necessary. Plain and ordinary meaning.	"A list { . . . } of Name=Value assignments which must be constants, not functions of the request"

Claims 1 and 13 recite the term "control environment," which should be given its plain and ordinary meaning because it can be readily understood by the claim language in light of the specification. Generally, the '347 Patent describes "control environment" as a modifiable environment distinct from the request environment—something well understood by a POSITA.

Dkt. 1-1, '347 Pat., 202:53-60. Conversely, Defendants' proposed construction heightens the potential for jury confusion by importing a non-limiting embodiment into the claim language, which conflicts with the plain and ordinary language in the claims. Moreover, Defendant's proposal is highly technical and does not help a jury's understanding.

Claims 1 and 13 of the '347 Patent are clear: the control environment is modifiable and distinct from the request environment. *See, e.g.*, Dkt. 1-1, '347 Pat., 202:53-60. ("said modifiable control environment is distinct from said modifiable request environment"); *see also id.* at 65:24-29 (describing control and requests environments as distinct). Nothing in the intrinsic record indicates a clear intent by patentee to deviate from this ordinary meaning and limit the term "control environment" as suggested by Defendants. Indeed, Defendant proposes an exceedingly narrow construction of "A list { . . . } of Name=Value assignments which must be constants, not functions of the request." This proposal lifts an isolated quote from the specification, thus impermissibly importing one optional, non-limiting embodiment into the claims. *See* Dkt. 1-1, '347 Pat., 65:4-12; *see also Phillips*, 415 F.3d at 1323 ("although the specification often describes very specific embodiments of the invention, [the Federal Circuit has] repeatedly warned against confining the claims to those embodiments."); *SciMed Life Sys., Inc. v. Advanced Cardiovascular Sys., Inc.*, 242 F.3d 1337, 1340 (Fed. Cir. 2001) (characterizing importing limitations from the specification into the claims as "one of the cardinal sins of patent law"). Tellingly, Defendant's proposed construction attempts to import what the specification defines as an ***"optional attribute[]"*** articulated in a parenthetical:

> The effects of matching a request collection are to constrain the next set of nodes to examine and to specify one or more of the following ***optional attributes***:
> 1. A control environment: (CE) ***(a list { . . . } of Name=Value assignments which must be constants, not functions of the request)***;
> 2. A request environment: (RE) (another list [. . .] of Name=Value assignments which may be functions of the request);

See Dkt. 1-1, '347 Pat., 65:4-12 (emphasis added). Moreover, the specification provides other embodiments of a control environment not limited to Defendants' above-quoted list. For example, the control environment may be implemented as variables or other data structures. *See, e.g., id.*, 67:1-3 ("Note that the ***control*** and request environments have been combined, and it is assumed that the behavior is identified with an ***environment variable***."); *see id.*, 67:56-58 ("Normal Application Level request/response processing (with a ***set of environment variables***, a set of data, and a script)"); *see id.*, 70:35-37 ("'the term '***environment'*** is used here as a general way to refer to all of these items") (emphasis added).

Beyond seeking to impermissibly import a non-limiting embodiment from the specification into the claims, Defendant's proposal conflicts with the ordinary meaning of the claims which require the "control environment" to be "***modifiable***." Dkt. 1-1, '347 Pat., 202:58 (emphasis added). Limiting the "control environment"—which must be modifiable—to a list of name=value assignments "which must be ***constants***" would confuse a jury and violates the requirement in the claims that the "control environment" be "modifiable." *See Optis Wireless Tech., LLC v. Huawei Device Co*., No. 2:17-CV-123-JRG-RSP, 2018 WL 476054, at *23 (E.D. Tex. Jan. 18, 2018) ("such a reading of the claim language is not reasonable in light of the claim language itself").

Moreover, Defendants' proposed construction would create confusion because it contains highly-technical terms and a negative limitation. The technical terms Defendants seek to inject through its construction (such as "Name=Value assignments," and "not functions of the request") are not necessary to understanding the term and, in fact, would require *additional* explanation to a jury. *GeoDynamics, Inc. v. DynaEnergetics US, Inc*., No. 2:15-CV-1546-RSP, 2016 WL 6217181, at 11 (E.D. Tex. Oct. 25, 2016). As in prior cases, Defendants' "negative limitation is not likely to avoid jury confusion and may create some confusion." *Clear with Computers, LLC v. Hyundai Motor Am., Inc*., No. 6:09-cv-00479, 2011 WL 43454, at *7 (E.D. Tex. Jan. 5, 2011); *see also Core Wireless Licensing S.A.R.L. v. LG Elecs., Inc*., No. 2:14-cv-0911-JRG-RSP, 2015 WL 6746910, at *7 (E.D. Tex. Nov. 4, 2015). Because Defendants' proposed construction would improperly import a non-limiting embodiment from the specification into the claim, and would result in jury confusion, the court should construe this claim term under its plain and ordinary meaning.

6. "request environment" ('347 Patent claims 1, 2)

Sandpiper's Proposal	**Defendants' Proposal**
No construction necessary. Plain and ordinary meaning.	"Another list [. . .] of Name=Value assignments which may be functions of the request"

Similar to Defendants' proposed construction for "control environment," the plain and ordinary meaning of the term "request environment" adequately expresses what is covered by claims 1 and 2. Generally, the patent describes "request environment" as a modifiable environment distinct from the control environment. Defendants attempt to narrow the scope of the intrinsic record, which heightens the potential for jury confusion. Additionally, Defendants' proposal includes a "may be" which has no effect, and does nothing to clarify the meaning of the term. Finally, Defendant's proposal is highly technical and does not help a jury's understanding.

Defendants' proposed claim construction would import one non-limiting, optional limitation from the specification into the already clear claim language for "request environment."

Nothing in the intrinsic record indicates a clear intent by patentee to deviate from the plain and ordinary meaning or assign a definition to this term. Instead, the patentee clarified that "the invention is not to be limited to the disclosed embodiment, but, on the contrary, is intended to cover various modifications and equivalent arrangements included within the spirit and scope of the appended claims." *See* Dkt. 1-1, '347 Pat., 202:30-34. Although Defendants proposed construction is a quote from specification, the quote merely represents one non-limiting embodiment and does not show that the patentee "***clearly set forth*** a definition of the disputed claim term in either the specification or prosecution history." *CCS Fitness, Inc. v. Brunswick Corp.*, 288 F.3d 1359, 1366 (Fed. Cir. 2002) (emphasis added). In fact, the isolated quote that the Defendant seeks to import as the claim construction is merely an **"*optional attribute[]*"** provided in a parenthetical as exemplary and is further qualified with the word "***may***." *See* Dkt. 1-1, '347 Pat., 65:4-12 (emphasis added).

In addition, construing the term "request environment" as Defendants propose would confuse a jury, which would have to apply an optional construction denoted by "***may be.***" *See, e.g.*, *GREE, Inc. v. Supercell Oy*, No. 2:19-cv-00413-JRG-RSP, 2020 WL 6559435 at *16 (E.D. Tex. Nov. 6, 2020) (refusing to import non-limiting limitation from specification and holding that plain and ordinary meaning applies to the term "dependent on a battle result" where "battle condition ***may*** be set based on the tallied results") (emphasis in original). Defendants' proposed construction would also create confusion because it contains highly-technical terms. The technical terms Defendants seek to inject through its construction do not aid the jury's understanding and, in fact, would require *additional* explanation to a jury. *ACQIS LLC v. Alcatel-Lucent USA Inc.*, No. 6:13-CV-638, 2015 WL 1737853, at *8 (E.D. Tex. April 13, 2015) ("Defendants' proposal will increase juror confusion by introducing a number of new terms for the jury to interpret.").

This Court should construe this claim term under its plain and ordinary meaning, consistent with the intrinsic record. *SciMed Life*, 242 F.3d at 1340 (stating that importing limitations from the specification to the claim language is "one of the cardinal sins of patent law").

7. "wherein a CD service of said particular service type defines a particular number of configurable layers of request processing associated with said CD service of said particular service type, sequentially from a particular first layer to a particular last layer" ('347 Patent, claim 1)

Sandpiper's Proposal	Defendants' Proposal
Not indefinite; no construction necessary; plain and ordinary meaning.	Indefinite.

Claim 1 of the '347 patent, in view of the specification, provides ample guidance to give a POSITA reasonable certainty as to the scope of the claim. Because Defendants cannot meet their burden to prove indefiniteness to a clear and convincing standard, the Court should reject its position and adopt the term's plain and ordinary meaning.

Claim 1 of the '347 Patent describes a CDN in which a request can be received for a CDN service. Dkt. 1-1, '347 Patent, Abstract. The '347 Patent explains "[e]ach service type" defines a fixed number of configurable layers. *Id.*, 63:51-53. "The idea is that the processing of each request proceeds through each layer in turn[.]" *Id.* The claim language itself unambiguously shows that the subject, "the CD service," "defines" the "layers" in the claim. Dkt. 1-1, '347 Pat., 202:41-42. This claim language, read in light of the specification, informs a POSITA about the scope of the invention with reasonable certainty. *Advanced Coding Techs., LLC v. LG Elecs. Inc.*, No. 2:22-cv-00501-JRG, 2024 WL 3794780, at *5, 8 (E.D. Tex. July 21, 2024) (citing *Nautilus*, 572 U.S. at 901).

Based on the parties' meet and confers in advance of claim construction, Defendants' position is that the asserted claim is indefinite because the claim is not clear as to what the "particular service type defines."[2] But, a POSITA would understand from reading the claim language that the CD service defines the particular layers. *See WhereverTV, Inc. v. Comcast Cable Commc'ns, LLC*, Appeal No. 2023-2098, 2025 WL 2101946, at *8 (Fed. Cir. July 28, 2025) (non-precedential) ("Comcast asserts that the phrase 'only or virtually entirely' . . . is indefinite. We agree with the district court and WhereverTV that this limitation 'can be understood by those skilled in the art.'"). Defendants' indefiniteness argument relies on the assumption that "the person of ordinary skill in the art . . . ignore[s] standard rules of grammar . . . when interpreting [the] claim." *Deep Nines, Inc. v. McAfee, Inc.*, No. 9:09-CV-89, 2010 U.S. Dist. LEXIS 79420, at *10 (E.D. Tex. Aug. 4, 2010).

Sandpiper's position is supported by the intrinsic record. This Court has found that "a claim is not indefinite when the intrinsic record supplies general guidelines and examples to enable a POSITA to discern the claimed scope." *Scale Video Coding LLC v. Cisco Sys., Inc.*, No. 4:23-CV-803-SDJ, 2025 WL 1024663, at *10 (E.D. Tex. April 7, 2025) (citation omitted). Here, the '347 Patent states, in one example, "[a]s each layer is processed in tum for each request (from layer (NT-1) to layer 0), the behavior of the layer is defined by the configuration assigned to the matching request collection at that layer, and by a discrete local state variable for that request collection at that layer." Dkt. 1-1, '347 Pat., 63:63-67. As another example, the '347 Patent explains, "[d]ifferent layers of a service could also potentially be reserved for specific purposes (such as using some to handle subscriber-specific behaviors, using others to handle behaviors derived from system or service level policies)." *Id.*, 64:16-19. The '347 Patent provides sufficient written description for a POSITA to discern the scope of this language. *See WhereverTV,* 2025

[2] Like Disputed Claim No. 2, Defendants provide no expert testimony or extrinsic evidence in support of their indefiniteness position. Given the exacting clear and convincing standard, and the intrinsic record discussed herein, Defendants do not come close to meeting their burden.

WL 2101946, at *8 ("the term 'virtually'—similar to terms like substantially, about, and nearly—is simply a term of degree that modifies entirely. It does not render the claim indefinite.") (citing *One-E-Way, Inc. v. Int'l Trade Comm'n*, 859 F.3d 1059, 1067 (Fed. Cir. 2017)).

The patent's figures provide additional guidance. For example, Figure 3F refers to "Layered (Request Processing)," as shown below.

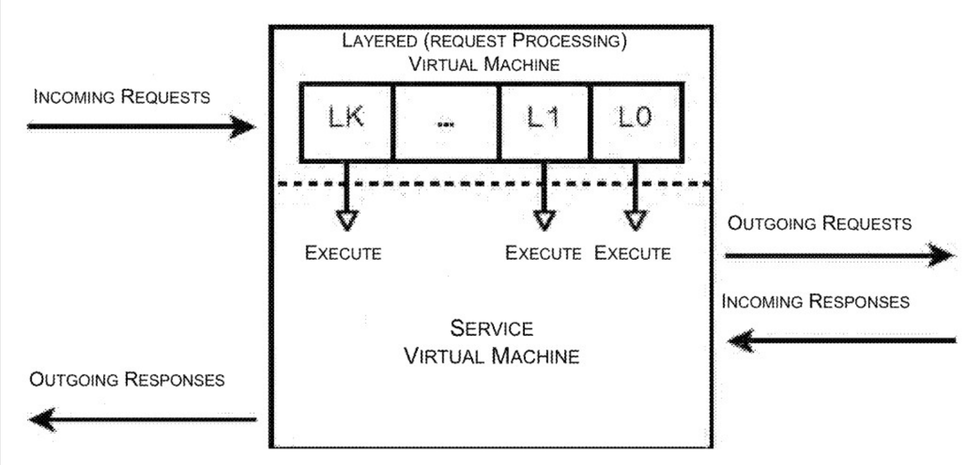

FIG. 3F

Dkt. 1-1, '347 Pat., Fig. 3F. As shown in Figure 3F, each layer ("L0," "L1," etc.) is executed sequentially. *Id.*, Abstract. Additionally, to the extent Defendants' take issue with the use of the word "particular" in the claim language, the intrinsic record indicates the word "particular" is meant to distinguish or identify within the claim, not import some other limitation. *See* Ex. E, Appl. No. 13/802,470 April 7, 2015 Remarks, at 9 ("words such as 'particular'… are to distinguish or identify within a claim and are not intended to be otherwise limiting"). Although a CD service defines a "particular number" of configurable layers, the claim language itself does not contain any subjective terms or terms of degree lacking certainty. *See Wapp Tech. Ltd. P'ship v. Bank of Am., N.A.*, No. 4:21-CV-670, 2022 WL 2463569, at *17 (E.D. Tex. July 6, 2022) ("The term here at issue, 'indicative of,' is not a term of degree.").

When read in light of the specification, the claim language defines the scope of the invention with reasonable certainty, and Defendants cannot meet their clear and convincing burden to demonstrate it is indefinite. *Mobility Workx, LLC v. Ericsson, Inc.*, No. 4:24-CV-796, 2025 WL 2966700, at *18 (E.D. Tex. Oct. 20, 2025) ("Defendants therefore do not meet their burden to show indefiniteness by clear and convincing evidence."). The Court should reject Defendants' invalidity position and adopt a plain and ordinary meaning for this term.

H. '876 Patent Term

8. "collector system" ('876 Patent claims 1, 7, 8, 9, 11, 12, 13, 16, 20, 21)

Sandpiper's Proposal	Defendants' Proposal
Not a means-plus-function term; no construction necessary; plain and ordinary meaning.	This is a means-plus-function term. Function: The functions disclosed in Claims 1(A), 1(B), 1(C), and any applicable dependent claim steps. Corresponding Structure(s): Collector systems disclosed in Table 4-Collector 1, Table 4-Collector 2, Table 4-Collector 3, and Table 4-Collector 4.

The asserted claims of the '876 patent recite a "collector system," which, *inter alia*, receives multiple event streams of event data. Defendants argue, without any supporting expert opinion, that the "collector system" should be construed in accordance with § 112, ¶ 6 because "collector system" is a nonce term that would not be understood by a POSITA to have sufficient structure. *See M2M Solutions LLC v. Sierra Wireless Am., Inc.*, No. 12-30-RGA, 2015 WL 5826816, at *2 (D. Del. Oct. 2, 2015) ("Defendants provide no . . . 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.") (emphasis added). Additionally, Defendants argue the structure of "collector system" should be narrowly construed to structures that Defendant cherry-picks from the '876 Patent's specification, essentially limiting over one-hundred pages of the disclosure to only four tables.

The term "collector system" should not be construed as a means-plus-function term under § 112 ¶ 6 because claims, like the ones at issue here, without the word "means" are presumed not to invoke § 112, ¶ 6. *See Williamson*, 792 F.3d at 1349. Further, Defendants cannot demonstrate the presumption is overcome because "collector system" is well-understood and the intrinsic record provides a clear description of the operation of the "collector system." *See Smartflash LLC v. Apple Inc.*, No. 6:13-cv-447-JRG-KNM (E.D. Tex. Sept. 24, 2014), Dkt. 229 at 33, *adopted at* 77 F. Supp. 3d 535 (E.D. Tex. Dec. 4, 2014), *reconsideration denied*, 2015 WL 4208754 (E.D. Tex. July 7, 2015).

Setting aside the lack of the use of "means" in the asserted claims, the claims of the '876 Patent do not include a means plus function term because the claims provide a complete description of the operation of the "collector system." *See R2 Sols. LLC v. Databricks, Inc.*, No. 4:23-CV-1147, 2024 WL 5058965, at *7 (E.D. Tex. Dec. 10, 2024). Here, because "the claim itself helps set forth the scope of the term," the term should be given its plain and ordinary meaning. *Headwater Rsch. LLC v. Samsung Elecs. Co., Ltd.*, No. 2:23-CV-00103-JRG-RSP, 2024 WL 6050500 at *8 (E.D. Tex. Aug. 22, 2024).

For instance, Claim 1 of the '876 Patent recites, in part, "*by a collector system*: (A) *receiving multiple event streams of event data*, said multiple event streams comprising event data from a plurality of CD services in said CDN…; (B) *producing state data* relating to and based on information represented in said event data of said multiple event streams, wherein, while said collector system is producing said state data, said collector system *asynchronously responds to at* *least one query relating to said state data*; and (C) in response to a query from said first CD service, said query relating to said state data, *providing at least some of said state data to said first CD service*..." Dkt. 1-2, '876 Pat., 203:53-204:3 (emphasis added).

This Court considered a similar scenario in *Smartflash*, where it found "processor" was not a means-plus-function term because "accompanying phrases describe[d] the processor's objective and operation." *See Smartflash LLC*, 77 F. Supp. 3d at 542 ("the 'processor' terms at issue are coupled to 'controlling access to data' and 'implementing . . . code.'"); *see also Linear Technology*, 379 F.3d at 1320 (finding the term "circuit" was not a means-plus function claim where the term was "coupled with a description of the circuit's operation" in the claim). The '876 Patent claims also include substantial language describing the interaction of the collector system with other components. *Smartflash*, 2015 WL 4208754, at *3 ("Here, the terms at issue are not merely 'code' and 'processor' but rather include substantial additional language describing the operation of the components at issue and their interaction with other components."). For instance, the receiving event streams event data from a plurality of CD services, respond[ing] to at least one query, and providing state data to a first CD service. Dkt. 1-2, '876 Patent, claim 1.

Further, extrinsic evidence confirms that a collector system "refers to a known class of structures in the art" and is not a nonce word. *Netsocket, Inc. v. Cisco Sys., Inc.*, No. 2:22-CV-172-JRG, 2024 WL 5454527, at *8 (E.D. Tex. May 29, 2024). For example, Defendant Comcast contributes to the research and development lab known as CableLabs, which released a Data-Over-Cable Service Interface Specification (DOCSIS) from 2007 that refers to a "collector system" as a collector of data or information. *See* Ex. F, DOCSIS 3.0 at 30 ("A collector system is often referred to as an 'IPDR Collector' . . . . The collector systems benefit from [IPDR/SP] by reducing the costs associated with reliable data collection, scalable growth in number of records, and multiple types of data sets over the same collection platform."); *id.* at 63 ("The collector system is in charge of correlating the information received from records . . ."). Other extrinsic sources confirm a POSITA would understand a "collector" to be a known class of structures. *See, e.g.*, Ex. G, RFC 3195 at 4 ("Devices and collectors act as sources and sinks, respectively, of syslog entries."); *see also* Ex. H, 2009 U.S. Postal Service MODS Handbook at 138 (describing adding and deleting a "collector" to a data collection system: "To add a collector, click the Add Collector button at the Admin – Collector Information page"); *see also* Ex. I, 2011 Cisco Identity Services Engine User Guide at 13-4 (describing using a "Collector" for logging: "The Log Collector page appears"). As yet another example, patents from the relevant time as the '876 Patent also confirm a POSITA would understand the claim language of "collector." *See, e.g.*, Ex. J, U.S. Patent No. 5,333,183 at 6:47-60 (explaining, in a telephone system, "one possible central site is a collector" and that "[t]he collector 7 receives [records] over a transmission link 16 from several message processors . . . The collector is preferably located in a telephone company building"); *see also* Ex. K, U.S. Patent No. 6,633,834 at 3:21-24 ("The apparatus includes a data collector configured to receive a first plurality of data values for a network attribute . . . ."); *see also* Ex. L, U.S. Patent No. 9,262,519 at 3:23-25 ("Collectors are installed in network 114 and at data centers 116-120 and all of the collectors communicate information with platform 102.").

Conversely, Defendants fail to submit any extrinsic evidence or expert opinions supporting their position. *Dyfan*, 28 F.4th at 1366 ("In cases where it is clear that a claim term itself connotes some structure to a person of ordinary skill in the art, the presumption that § 112, ¶ 6 does not apply is determinative in the absence of more compelling evidence of the understanding of one of ordinary skill in the art.") (citation omitted); *see also U.S. Well Servs., LLC v. Tops Well Servs.*, 3:19-CV-00237, 2020 WL 9439469, at *17 (S.D. Tex. Sept. 18, 2020) ("Defendants' expert, Dr.

Wooley, does not opine on the issue. All of this extrinsic evidence shows that the disputed phrase does have a corresponding structure. Accordingly, the phrase, 'A/C console and a variable frequency drive,' conveys structure to a POSITA."). Given the foregoing, Defendants cannot overcome the presumption that § 112, ¶ 6 does not apply because persons of ordinary skill would understand the claimed "collector system" recites sufficient structure that requires no construction. The Court should find that § 112, ¶ 6 does not apply and reject Defendants' proposal in favor of the term's plain and ordinary meaning.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on November 14, 2025 a true and correct copy of the above and foregoing document has been served on all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system per Local Rule CV-5(a)(3)(A).

/s/ Robert H. Reckers
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