

WILLIAMSON v. CITRIX ONLINE, LLC, Appeal No. 2013-1130 (Fed. Cir. November 5, 2014). Before Linn, Moore, and Reyna. Appealed from C.D. Cal. (Judge Matz).

Background:

Williamson sued several providers of online collaboration systems for patent infringement. In its claim construction order, the district court concluded that the term "distributed learning control module" in claims 8-16 of the patent-in-suit was a means-plus-function term under 35 U.S.C. §112(6), and that the specification failed to disclose the necessary algorithms for performing the claimed functions of the "distributed learning control module." Accordingly, the district court held that claims 8-16 were indefinite under §112(2) and invalid.

Williamson conceded that in view of the district court's claim construction order, claims 8-16 were invalid, resulting in a stipulated judgment to that effect. Williamson appealed the stipulated judgment, challenging the district court's claim construction order.

Issue/Holding:

Did the district court err in its determination that "distributed learning control module" was a means-plus-function term under §112(6)? Yes, vacated and remanded.

Discussion:

The Federal Circuit ruled that "distributed learning control module" is not a means-plus-function claim term. The majority reasoned that there is a strong presumption against applying §112(6)/§112(f) to claim elements that do not use the word "means." Citing *Inventio AG v. ThyssenKrupp Elevator Ams. Corp.*, 649 F.3d 1350, 1357 (Fed. Cir. 2011), the majority stated that to rebut this strong presumption, it must be demonstrated that "skilled artisans, after reading the patent, would conclude that [the] claim limitation was so devoid of structure that the drafter constructively engaged in means-plus-function claiming." The majority found that 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. The majority further reasoned that a person having ordinary skill would understand the expression "distributed learning control module" to connote structure because the module was claimed as a part of a definite structural element (a "distributed learning server") and performed specified interconnections and intercommunications with other structural elements.

Judge Reyna dissented, stating that the district court's interpretation of "distributed learning control module" under §112(6) was proper. Judge Reyna reasoned that term "module" was a mere placeholder and did not impart any additional structural limitations. Judge Reyna also cited dictionary definitions to argue that the term "module" meant generic hardware or software reflecting only function. Applying this reasoning, Judge Reyna concluded that a person having ordinary skill in the art would not recognize the "distributed learning control module" as a structural element.