

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. SACV 20-00030 JVS (KESx) Date April 5, 2021

Title VDPP LLC v. Vizio, Inc.

Present: The **James V. Selna, U.S. District Court Judge**  
Honorable

Lisa Bredahl

Not Present

Deputy Clerk

Court Reporter

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

Not Present

Not Present

**Proceedings: [IN CHAMBERS] Order Regarding Claim Construction**

Plaintiff VDPP LLC (“VDPP”) and Defendant Vizio, Inc. (“Vizio”) have submitted opening and responsive claim construction briefs for thirteen terms in three patents.<sup>1</sup> VDPP Opening Br., Dkt. No. 27; Vizio Opening Br., Dkt. No. 26; VDPP Resp. Br., Dkt. No. 31; Vizio Resp. Br., Dkt. No. 32. The parties also filed a joint claim construction and pre-hearing statement. Joint Statement, Dkt No. 23.

The Court construes the first ten claim terms identified herein.

**I. LEGAL STANDARD**

Claim construction is “exclusively within the province of the court.” Markman v. W. Instruments, Inc., 517 U.S. 370, 372 (1996). Such construction “must begin and remain centered on” the claim language itself. Interactive Gift Express, Inc. v. Compuserve, Inc., 256 F.3d 1323, 1331 (Fed. Cir. 2001). But extrinsic evidence may also be consulted “if needed to assist in determining the meaning or scope of technical terms in the claims.” Pall Corp. v. Micron Separations, Inc., 66 F.3d 1211, 1216 (Fed. Cir. 1995).

In construing the claim language, the Court begins with the principle that “the words of a claim are generally given their ordinary and customary meaning.” Phillips v. AWH Corp., 415 F.3d 1303, 1312 (Fed. Cir. 2005) (en banc) (internal quotation marks omitted). This ordinary and customary meaning “is the meaning that the [claim] term

<sup>1</sup> U.S. Patent No. 9,699,444 (the “444 patent”), U.S. Patent No. 9,948,922 (the “922 patent”), and U.S. Patent No. 10,021,380 (the “380 patent”) (together, the “Patents at Issue”).

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would have to a person of ordinary skill in the art in question at the time of the invention, *i.e.*, as of the effective filing date of the patent application.” *Id.* at 1313. “[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 appears, but in the context of the entire patent, including the specification.” *Id.*

“In some cases, the ordinary meaning of claim language as understood by a person of skill in the art may be readily apparent even to lay judges, and claim construction in such cases involves little more than the application of the widely accepted meaning of commonly understood words. In such circumstances general purpose dictionaries may be helpful.” *Id.* at 1314 (internal citation omitted). In other cases, “determining the ordinary and customary meaning of the claim requires examination of terms that have a particular meaning in a field of art.” *Id.* Then “the court looks to those sources available to the public that show what a person of skill in the art would have understood disputed claim language to mean.” *Id.* (internal quotation marks omitted). These sources include “the words of the claims themselves, the remainder of the specification, the prosecution history, and extrinsic evidence concerning relevant scientific principles, the meaning of technical terms, and the state of the art.” *Id.* (internal quotation marks omitted). “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).

But it is improper to read limitations from the specification into the claim. *Callicrate v. Wadsworth Mfg., Inc.*, 427 F.3d 1361, 1368 (Fed. Cir. 2005) (“[I]f we once begin to include elements not mentioned in the claim, in order to limit such claim . . . we should never know where to stop.”) (quoting *Phillips*, 415 F.3d at 1312). A court does “not import limitations into claims from examples or embodiments appearing only in a patent’s written description, even when a specification describes very specific embodiments of the invention or even describes only a single embodiment, unless the specification makes clear that ‘the patentee . . . intends for the claims and the embodiments in the specification to be strictly coextensive.’” *JVW Enters., Inc. v. Interact Accessories, Inc.*, 424 F.3d 1324, 1335 (Fed. Cir. 2005) (internal citations omitted) (emphasis added).

**II. THE PATENTS AT ISSUE**

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The three Patents at Issue all relate to “a technique for creating sharper video images” and involve the insertion of “a blank image frame between a sequence of a first image.” VDPP Opening Br., at 1. Specifically, the technique involves “the presentation of optical illusions such as the illusion of 3D images using different images provided to each eye of a viewer, or the illusion of continuous movement for stationary pictures using different images—an illusion that the Asserted Patents call an ‘Eternalism’.” Vizio Opening Br. at 1.

*A. The '444 Patent*

The '444 Patent claims an electrically controlled spectacle including a spectacle frame and optoelectronic lenses housed in the frame. The lenses include a left lens and a right lens, each of the optoelectrical lenses having a plurality of states, wherein the state of the left lens is independent of the state of the right lens. The electrically controlled spectacle also includes a control unit housed in the frame, the control unit being adapted to control the state of each of the lenses independently. See '444 Patent, Dkt. No. 26-1, at abstract.

The relevant claims are recited below. Claim 1 provides:

An apparatus comprising: a storage adapted to: store one or more image frames; and a processor adapted to: obtain a first image frame from a first video stream; expand the first image frame to generate a modified image frame, wherein the modified image frame is different from the first image frame; generate a bridge frame, wherein the bridge frame is a non-solid color, wherein the bridge frame is different from the first image frame and different from the modified image frame; blend the modified image frame with the bridge frame to generate a blended modified image frame; and display the blended modified image frame.

Id. at 57.

Claim 26 provides:

An apparatus comprising: a storage adapted to: store one or more image frames; and a processor adapted to: obtain a first image frame from a first video

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stream; generate a modified image frame by performing at least one of expanding the first image frame, shrinking the first image frame, removing a portion of the first image frame, stitching together the first image frame with a second image frame, inserting a selected image into the first image frame, and reshaping the first image frame, wherein the modified image frame is different from the first image frame; generate a bridge frame, wherein the bridge frame is a solid color, wherein the bridge frame is different from the first image frame and different from the modified image frame; display the modified image frame; and display the bridge frame.

Id. at 58.

Claim 27 provides: “The apparatus of claim 26, wherein the bridge frame is black.”

Id.

*B. The '922 Patent*

The '922 Patent claims an electrically controlled spectacle including a spectacle frame and optoelectronic lenses housed in the frame. The lenses include a left lens and a right lens, each of the optoelectrical lenses having a plurality of states, wherein the state of the left lens is independent of the state of the right lens. The electrically controlled spectacle also includes a control unit housed in the frame, the control unit being adapted to control the state of each of the lenses independently. '922 Patent, Dkt. No. 26-2, at abstract.

The relevant claims are recited below. Claim 1 provides:

An apparatus comprising: a storage adapted to: store one or more image frames; a processor adapted to: obtain a first image frame and a second image frame from a first video stream; generate a first modified image frame by expanding the first image frame, wherein the first modified image frame is different from the first image frame; generate a second modified image frame by expanding the second image frame, wherein the second modified image frame is different from the second image frame; generate a bridge frame, wherein the bridge frame is a solid color, wherein the bridge frame is different from the first image frame and different from the second image frame; display the first modified image

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frame; display the bridge frame; and display the second modified image frame.

Id., at 117.

Claim 2 provides: “The apparatus of claim 1, wherein the bridge frame is black.”

Id.

*C. The '380 Patent*

Like the other two patents at issue, the '380 Patent claims an electrically controlled spectacle including a spectacle frame and optoelectronic lenses housed in the frame. The lenses include a left lens and a right lens, each of the optoelectrical lenses having a plurality of states , wherein the state of the left lens is independent of the state of the right lens. The electrically controlled spectacle also includes a control unit housed in the frame , the control unit being adapted to control the state of each of the lenses independently. '922 Patent, Dkt. No. 26-3, at abstract.

The relevant claim is recited below. Claim 6 provides:

An apparatus comprising: a storage adapted to: store a sequence of image frames; and a processor communicably coupled to the storage and adapted to: obtain from said storage a first image frame associated with a first chronological position in the sequence image frames and a second image frame associated with a second chronological position in the sequence of image frames; expand the first image frame to generate a modified first image frame, wherein the modified first image frame is different from the first image frame; expand the second image frame to generate a modified second image frame, wherein the modified second image frame is different from the second image frame; combine the modified first image frame and the modified second image frame to generate a modified combined image frame, the modified combined image frame having first and second opposing sides defining a first dimension and third and fourth opposing sides defining a second dimension; and display the modified combined image frame.

Id., at 118.

**III. DISCUSSION**

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The parties briefed thirteen terms for construction. “[I]t is well established that district courts have the authority only to construe those terms they deem likely to lead to a dispositive outcome.” Eon Corp IP Holdings, LLC v. Aruba Networks LLC, 62 F. Supp. 3d 942, 953 (N.D. Cal. 2014). The parties have identified terms 1 through 10 as being the most significant to resolution of the case. See Joint Statement, Dkt. No. 23, at 1.<sup>2</sup> The Court therefore will interpret Terms 1 through 10, and not interpret Terms 11, 12, or 13. The Court organizes its discussion of these ten terms into two categories. In the first category are terms 1–4, or the “processor” and “storage” terms. In the second category are the remainder of the terms.

*A. Storage and Processor Terms*

<b>Term</b>	<b>VDPP’s Construction</b>	<b>Vizio’s Construction</b>	<b>Court’s Construction</b>
1. “a storage adapted to store one or more image frames”	Ordinary meaning	Indefinite	Indefinite
2. “a storage adapted to store a sequence of image frames”	Ordinary meaning	Indefinite	Indefinite
3. “a processor adapted to [perform the recited functional limitations”	Ordinary meaning	Indefinite	Indefinite
4. “A processor communicably coupled to the storage and adapted to [perform the recited functional limitations]”	Ordinary meaning	Indefinite	Indefinite

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<sup>2</sup> The Court acknowledges that Vizio filed a request fo substitute Claim No. 12 for Claim No. 8, which Vizio states it no longer disputes. See Request, Dkt. No. 30, at 2. However, given that “VDPP has declined to agree to the VIZIO proposal or to the substitution of any remaining disputed term in place of term no. 8 . . . ,” the Court declines this request and will only construe the original 10 terms, including No. 8, that the parties agreed upon.

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The parties' primary disagreement is whether these terms are means-plus- function terms, thus requiring construction, or whether they do not require construction such that their ordinary meanings govern.

VDPP argues that the storage and processor terms are definite and that they communicate reasonable certainty to one of ordinary skill in the art such that the ordinary meaning governs. See VDPP Opening Br., Dkt. No. 27, at 9–13. VDPP asserts that Figures 4 and 8, which are preferred embodiments of the claimed apparatus, show “precisely how the storage works” allowing one of ordinary skill to “build the claimed apparatus after obtaining a license from VDPP” or “improve on the patents-in-suit rather than taking a license from VDPP. Id., at 11. VDPP further argues that the intrinsic record supports an ordinary meaning interpretation of the “processor” terms, because the asserted claims decline to use the word “means,” requiring the Court to presume that means-plus-function claiming has not been invoked. Id., at 12. VDPP accordingly argues that the case at hand is similar to Zeroclick, in which the Federal Circuit reversed the district court’s invalidation of claims including the terms “program” and “user interface code.” Id., at 13 (citing Zeroclick, LLC v. Apple Inc., 891 F.3d 1003, 1006 (Fed. Cir. 2018)). The Federal Circuit found that “a person of ordinary skill in the art could reasonably discern from the claim language that the words ‘program,’ . . . and ‘user interface code,’ . . . are used not as generic terms or black box recitations of structure or abstractions, but rather as specific references to conventional graphical user interface programs or code, existing in prior art at the time of the inventions.” Zeroclick, 891 F.3d at 1008.

Use of the words “means for” or “step for” create a presumption of functional claiming and that § 112(f) applies. See Williamson v. Citrix Online, LLC, 792 F.3d 1339, 1348 (Fed. Cir. 2015). However, “the essential inquiry is not merely the presence or absence of the word ‘means’ but 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. (citing Greenberg v. Ethicon Endo-Surgery, Inc., 91 F.3d 1580, 1583 (Fed. Cir. 1996)). “When a claim term lacks the word ‘means,’ the presumption can be overcome and [§ 112(f)] 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.’” Williamson, 792 F.3d at 1349 (quoting Watts v. XL Systems, Inc., 232 F.3d 877, 880 (Fed. Cir. 2000)).

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Vizio argues that the “processor” and “storage” terms are means-plus-function terms that lack disclosed structure for performance of the recited functions and are therefore indefinite. See Vizio Opening Br., Dkt. No. 26, at 10–13.

The terms at issue do not use the word “means,” so there is a rebuttable presumption that they are not means-plus-function terms. However, the Court agrees with Vizio that the asserted claims do not describe how the “storage” or “processor” carry out the recited functions—only that they do. Thus, they only stand to set up a black box for performance of a function without any description of how such a function is performed. Accordingly, the terms are surrogates for means terms for the performance of their recited functions.

What is more, the Court finds that the case that VDPP relies on, Zeroclick, is inapposite. In Zeroclick, the Federal Circuit found that “the court’s analysis removed the terms from their context,” which provided specific enough information that a person of ordinary skill in the art would understand its meaning. Zeroclick, 891 F.3d at 1008 (“Claims 2 and 52 of the ’691 patent, for example, recite ‘[a] graphical user interface,’ which their preambles make clear, may comprise ‘an update of an existing program’ using a two-step method . . . Claim 19 of the ’443 patent similarly tethers ‘user interface code’—code meant to be updated using two configuration changes recited in the claim—to the code ‘stored in a memory connected to the processor.’”) No such context is present in the case at hand. Because the claimed functions of the Asserted Patents lack sufficient disclosure of structure for performance of the claimed methods, the Court finds that they are invalid as they are indefinite. Furthermore, VDPP offers no expert evidence regarding what the ordinary meaning is. Accordingly, the Court adopts Vizio’s proposed construction of the storage and processor terms as indefinite.

*B. Remaining Terms*

1. Term 5: “image frame”

<b>Term</b>	<b>VDPP’s Construction</b>	<b>Vizio’s Construction</b>	<b>Court’s Construction</b>
“image frame”	Ordinary meaning	“perceptible and complete image[s] of the full span of the entire frame”	Ordinary meaning



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VDPP requests that the Court interpret the term “image frame” according to its ordinary meaning. See VDPP Opening Br., Dkt. No 27, at 14. By contrast, Vizio asks the Court to construe the term as meaning “perceptible and complete image[s] of the full span of the entire frame.” Vizio Opening Br., Dkt. No. 26, at 12. Specifically, Vizio argues that “[a]n image or picture ‘frame’ is a familiar term in lay usage and connotes an entire or complete image or picture,” and cites to the specification for the asserted patents to show that this is the manner in which the term “frame” is used. Id., at 13.

VDPP, by contrast, argues that Vizio’s proposed construction violates the fundamental principal of claim construction that claim terms are generally to be given their ordinary meaning. See VDPP Opening Br., Dkt. No. 27, at 14. More to the point, VDPP states that there is no basis for importing a “perceptibility” requirement into the claims where no such limitation exists in the patent claims. Id., at 15.

The Court agrees with VDPP that the intrinsic record provides an ordinary meaning to the term “image frame,” and that there is no reason to read an additional requirement of perceptibility into the patents. Vizio’s proposed construction would require the Court to unreasonably limit the patents to an example from the specification. Personalized Media Communications, LLC v. Apple Inc., 952 F.3d 1336, 1343 (Fed. Cir. 2020) (“Embodiments described in a specification can certainly inform the meaning of disputed claim term, but ‘a particular embodiment appearing in the written description may not be read into a claim when the claim language is broader than the embodiment.’”). Here, to import a perceptibility requirement would improperly conflate an embodiment from the specification with a requirement that an image frame be “perceptible” where no such requirement can be located in the applicable patents. Accordingly, the Court will read “image frame” according to its ordinary meaning.

*2. Term 6: “bridge frame”*

<b>Term</b>	<b>VDPP’s Construction</b>	<b>Vizio’s Construction</b>	<b>Court’s Construction</b>
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“bridge frame”	“a gap or interval between image frames including an unlit screen”	“perceptible and complete image of the full span of the entire frame between two other perceptible and complete images of the full span of the entire frame”	“a complete image of the full span of the entire frame between two other complete images of the full span of the entire frame”
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The parties have a similar disagreement regarding the proper construction of the term “bridge frame” to the disagreement about regarding the construction of the term “image frame.” Vizio asks the Court to construe “bridge frame” to mean a “perceptible and complete image of the full span of the entire frame between two other perceptible and complete images of the full span of the entire frame.” Vizio Opening Br., Dkt. No. 26, at 14. Just as it did with its argument regarding “image frame,” Vizio asserts that “the meaning of ‘frame’ in ordinary usage and in the specification refers to an entire or complete image,” because “one of skill in the art would understand that the bridge frame is perceptible and *is* a solid or non-solid color as opposed to merely an unlit screen, because the claims require that the ‘bridge frame’ be displayed.” *Id.*, at 14, 15.

In response, VDPP makes precisely the same argument regarding perceptibility that it did regarding the “image frame” issue. See VDPP Opening Br., Dkt. No. 27, at 14.

For the reasons discussed above, the Court will once again refuse to read in a perceptibility requirement where such language is conspicuously absent from the patent. However, the Court also finds that VDPP’s proposed interpretation as “gap or interval” improperly reads out the ordinary meaning of the word “frame.” Accordingly, the Court will adopt Vizio’s construction of the term “bridge frame” but omit the additional language regarding perceptibility, such that it the term shall be construed to mean “a complete image of the full span of the entire frame between two other complete images of the full span of the entire frame.”

*3. Term 7: “is different from”*

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Term	VDPP's Construction	Vizio's Construction	Court's Construction
“is different from”	Ordinary meaning	“has dissimilar image elements or repositioned image elements”	Ordinary meaning

Vizio asks the Court to construe the phrase “is different from” as meaning “has dissimilar image elements or repositioned image elements.” Vizio Opening Br., Dkt. No. 26, at 16. Put another way, Vizio reads “different” to mean “different in appearance or content.” *Id.* VDPP, on the other hand, asks the Court to construe “is different from” according to its ordinary meaning.

Vizio argues that to interpret “different” as potentially encompassing a situation in which two frames have the same image but are separate instances of a frame with the same image, whether or not the instances are the same size, is contrary to the language of the claims the meaning of “different” in the context of the patents. *Id.* As an example, Vizio points to claim 1 of the '444 patent, which recites the function of “expand[ing] the first image frame to generate a modified image frame, wherein the modified image frame is different from the first image frame.” *Id.* If “different” could mean separate instances of the same image, Vizio argues, then the requirement that the first image frame be different from the modified image frame would be redundant, because the first image frame and modified image frame are already described as having two separate sizes: the “first” size and an “expanded” size. *Id.*

VDPP, by contrast, seeks an ordinary meaning construction of the term “is different from.” VDPP Opening Br., Dkt. No. 27, at 14.

The Court once again agrees with VDPP's construction, as it finds that Vizio has not shown that a departure from the ordinary meaning of “different” is warranted based on the an alternative definition in the specification. See, e.g., Duncan Parking Technologies, Inc. v. IPS Group, Inc., 914 F.3d 1347, 1364 (Fed. Cir. 2019) (“A patentee is normally entitled to the full scope of its claim language . . . and a departure from this general rule may be warranted only where the patentee either clearly sets forth a different definition of a claim term in the specification or disavows the full scope of the claim term

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during prosecution.”). There is a readily accessible ordinary meaning of the phrase “is different from,” and the Court declines to apply Vizio’s more limited definition of the term absent a clear showing that the specification contains a definition of the claim term that is not ordinary. Vizio has not made a showing sufficient to convince the Court that “is different from” was intended to mean “has dissimilar image elements or repositioned image elements.” Accordingly, the Court adopts VDPP’s construction and will interpret “is different from” using its ordinary and customary meaning.

*4. Term 8: “generate a bridge frame/ blended modified image frame/ modified combined image frame”*

<b>Term</b>	<b>VDPP’s Construction</b>	<b>Vizio’s Construction</b>	<b>Court’s Construction</b>
“generate a bridge frame/ blended modified image frame/ modified combined image frame”	Ordinary meaning	Plain and ordinary meaning as written in the claims	Ordinary meaning

The parties’ Joint Claim Construction Statement identified the phrase “generate a bridge frame/blended modified image frame/modified combined image frame” as in need of construction. Joint Statement, Dkt No. 23. However, in its opening brief, Vizio withdrew its request for the Court to construe this claim term. Vizio Opening Br., Dkt. No. 26, at 18. As such, both VDPP and Vizio appear to agree that the phrase is not in need of construction by the Court and that it should be read according to its ordinary meaning. *Id.* Accordingly, the Court will construe this term according to its ordinary meaning.

*5. Term 9: “display the modified image frame/ bridge frame/ modified combined image frame”*

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Term	VDPP’s Construction	Vizio’s Construction	Court’s Construction
“Display the blended modified image frame/ bridge frame/ modified combined image frame”	Ordinary meaning	“presentation of the [blended modified image frame/ bridge frame/ modified combined image frame] for perception by a viewer”	Ordinary meaning

Vizio asks the Court to construe the term “[d]isplay the blended modified image frame/ bridge frame/ modified combined image frame” as meaning “presentation of the [blended modified image frame/ bridge frame/ modified combined image frame] for perception by a viewer.” Vizio Opening Br., Dkt. No. 26, at 19. To support this construction, Vizio points to the specification of the ’444 Patent, which notes that the use of “shutters” on old movie projection equipment is used to “interrupt the display” of each movie frame, which was known as “flicker” when the interruption was too long. *Id.* Accordingly, Vizio argues, the “display” of a bridge frame is actually presented (e.g., projected) as opposed to being a mere interruption of a display, and the display of the bridge frame is meant to be perceived as a subtle flicker-effect as opposed to imperceptible interruptions of display cause by a projection shutter. *Id.*

\_\_\_\_\_ With respect to this claim term, VDPP seeks an ordinary meaning reading and offers the same argument regarding perceptibility that it did regarding the “image frame” and “bridge frame” issues. *See* VDPP Opening Br., Dkt. No. 27, at 14. For the reasons discussed above, the Court will once again refuse to read in a perceptibility requirement where such language is absent from the patent claims. Accordingly, the Court will adopt VDPP’s proposed construction and interpret “[d]isplay the blended modified image frame/ bridge frame/ modified combined image frame” according to its plain and ordinary meaning.

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6. Term 10: “obtain a first image frame from a first video stream”

<b>Term</b>	<b>VDPP’s Construction</b>	<b>Vizio’s Construction</b>	<b>Court’s Construction</b>
“obtain a first image frame from a first video stream”	“obtain a first image frame from a sequence of moving visual images”	“obtain a first image frame from a collected sequence of image frames”	“obtain a first image frame from a sequence of moving visual images”

Vizio asks the Court to construe the tenth claim term, “obtain a first image frame from a first video stream,” as “obtain a first image frame from a collected sequence of image frames.” Vizio Opening Br., Dkt. No. 26, at 20. The difference between the parties’ interpretations is whether “obtain[ing] a first image frame” involves obtaining the frame from a video stream or whether it includes obtaining something other than a frame, such as an image within the frame, from the sequence of image frames comprising a video stream. Id.

Given that “a court must presume that the terms in the claim mean what they say, and, unless otherwise compelled, give full effect to the ordinary and accustomed meaning of claim terms,” the Court finds that VDPP’s construction more appropriately conforms to the ordinarily understood meaning of the words in this claim term. See Johnson Worldwide Assocs., Inc. v. Zebco Corp., 175 F.3d 985, 989 (Fed. Cir. 1999). Once again, the Court does not find sufficient evidence to justify reading in the limitation that Vizio’s proposed construction would require. Accordingly, the Court construes the term to mean “obtain a first image frame from a sequence of moving visual images.”

**IV. CONCLUSION**

For the foregoing reasons, the Court so construes the claim terms as follows.

<b>Term</b>	<b>Court’s Construction</b>
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“A storage adapted to store one or more image frames”	Indefinite
“A storage adapted to store a sequence of image frames”	Indefinite
“A processor adapted to [perform the recited functional limitations”	Indefinite
“A processor communicably coupled to the storage and adapted to [perform the recited functional limitations]”	Indefinite
“image frame”	Ordinary meaning (no construction necessary)
“bridge frame”	“a complete image of the full span of the entire frame between two other complete images of the full span of the entire frame”
“is different from”	Ordinary meaning (no construction necessary)
“generate a bridge frame/ blended modified image frame/ modified combined image frame”	Ordinary meaning (no construction necessary)
“Display the blended modified image frame/ bridge frame/ modified combined image frame”	Ordinary meaning (no construction necessary)

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“obtain a first image frame from a first video stream”	“obtain a first image frame from a sequence of moving visual images”
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**IT IS SO ORDERED.**



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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**VDPP LLC,**  
**an Oregon limited liability company,**  
  
Plaintiff,  
  
v.  
  
**VIZIO, Inc.,**  
**a California corporation,**  
  
Defendant.

Case No. 8:20-cv-00030-JVS-  
KES

**JUDGMENT**

Judge: Hon. James V. Selna

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Pursuant to the stipulated motion of Plaintiff VDPP LLC and Defendant VIZIO, Inc.,

IT IS HEREBY ORDERED AND ADJUDGED that judgment is entered in favor of Vizio and against VDPP as follows:

1. VIZIO does not infringe and has not infringed either U.S. Patent No. 9,942,487 or U.S. Patent No. 9,781,408;
2. The claims of U.S. Patent Nos. 10,021,380; 9,699,444; and 9,948,922 are invalid as indefinite under 35 U.S.C. § 112; and
3. VDPP shall take nothing from VIZIO.

**IT IS SO ORDERED AND ADJUDGED.**

Dated: May 8, 2021

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Honorable James V. Selna  
United States District Judge