Exhibit 2107

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS DIVISION

WHEREVERTV, INC.,

Plaintiff,

vs.

Case No. 2:18-cv-529-UA-CM

COMCAST CABLE COMMUNICATIONS, LLC,

Defendant.

CORRECTED AMENDED JOINT CLAIM CONSTRUCTION STATEMENT

Pursuant to the Case Management and Scheduling Order (Doc. 58) and the Parties' Joint Motion for Leave to File Amended Joint Claim Construction Statement (Doc. 93), the Parties submit this *corrected* Amended Joint Claim Construction Statement (JCCS) to correct an inadvertent error contained in the Amended JCCS (Doc. 94). The Amended JCCS filed on September 12, 2019 inadvertently deleted the parties' perspectives as to each term's relevance for summary judgment. The exhibits attached to the Amended JCCS (Doc. 94) remain the same and have not been refiled with this corrected Amended JCCS.

Term	Plaintiff's Construction	Defendant's Construction	Relevance for Summary Judgment
1. multiple cable system operators (MSOs) (recited in claim 1)	a traditional cable or Internet television content consolidator that receives and rebroadcasts channels of video content	an aggregator of video content that provides user access to the video content in more than one community and that exercises control over what video content is made available to the user	**Plaintiff's perspective**: Plaintiff is unclear what Defendant means by aggregator, so Plaintiff cannot be certain whether Defendant's definition would be case dispositive; however, if Comcast's definition is intended to include all video content providers, including, for example, Netflix, then if the Court adopts Comcast's definition, it could be dispositive (absent leave to amend infringement contentions). **Defendant's perspective**: The construction affects summary judgment as to all asserted claims. For example, the asserted claims require an "interactive program guide (IPG) listing at least one channel of video content available from each of the one or more MSOs and each of the one or more non-MSOs." Plaintiff's infringement contentions assert that Netflix is a non-MSO. But Netflix is an MSO, not a non-MSO, within the meaning of the asserted patent. Therefore, summary judgment of noninfringement as to all claims is appropriate because Plaintiff has no evidence that the accused Comcast program guide includes a listing of at least one channel of video content available from one or more non-MSOs.
2. non-MSOs (recited in claim 1)	"Non-MSO" should receive its plain and ordinary meaning in light of the above definition for MSO.	a non-aggregator of video content that distributes its own content	**Plaintiff's perspective**: Plaintiff is unclear what Defendant means by "non-aggregator," so Plaintiff cannot determine whether Defendant's definition would be case dispositive.

	For example, if Plaintiff's definition for MSO is adopted, the jury would understand that a non-MSO simply refers to a cable or Internet television content consolidator that does not receive and rebroadcasts channels of video content.		**Defendant's perspective**: The construction affects summary judgment as to all asserted claims. For example, the asserted claims require an "interactive program guide (IPG) listing at least one channel of video content available from each of the one or more MSOs and each of the one or more non-MSOs. . . .." Plaintiff's infringement contentions assert that Netflix is a non-MSO. But Netflix is an MSO, not a non-MSO, within the meaning of the asserted patent. Therefore, summary judgment of noninfringement as to all claims is appropriate because Plaintiff has no evidence that the accused Comcast program guide includes a listing of at least one channel of video content available from one or more non-MSOs.
3. the device (recited in claim 1)	Plain and ordinary meaning, which the jury understands refers to a collection of hardware and software components.	Indefinite	**Plaintiff's perspective**: If the Court adopts Defendant's definition, it would be case dispositive because claim 1 is independent. **Defendant's perspective**: The construction affects summary judgment as to all asserted claims. Because the claim term "the device" is indefinite, summary judgment of invalidity as to all claims is appropriate.
4. interactive program guide (recited in claims 1, 8 ["IPG"], 9	Plain and ordinary meaning, namely a program guide that enables user interaction.	a listing of channels that includes, for each channel, a selectable channel number and associated descriptive program data	**Plaintiff's perspective**: If the Court adopts Defendant's definition, it would likely be case dispositive (absent leave to amend infringement contentions) because it requires that every channel be assigned a number, which would seemingly prevent Netflix from being a channel. **Defendant's perspective**:

["IPG"] & 10 ["IPG"])			The construction affects summary judgment as to all asserted claims. For example, claim 1 requires an "interactive program guide (IPG) listing at least one channel of video content available from . . . each of the one or more non-MSOs. . . ." Plaintiff's infringement contentions assert that Netflix is a non-MSO. But even if Netflix was a non-MSO (and it is not, as noted above), no Comcast-provided interactive program guide includes in its listing of channels any selectable channel number and associated descriptive program data for Netflix. Therefore, summary judgment of noninfringement as to all claims is appropriate under Comcast's construction.
5. only or virtually entirely streaming video programming (recited in claim 1)	Plain and ordinary meaning, which the jury understands to mean exclusively or almost exclusively video programming.	Indefinite	**Plaintiff's perspective**: If the Court adopts Defendant's definition, it would be case dispositive because claim 1 is independent. **Defendant's perspective**: The construction affects summary judgment as to all asserted claims. Because the claim term "only or virtually entirely streaming video programming" is indefinite, summary judgment of invalidity as to all claims is appropriate.
6. wherein each of the channels is selectable for receiving only or virtually entirely streaming video	Plain and ordinary meaning, which the jury will understand to mean that each of the channels, when selected, provides only or virtually entirely streaming video programming.	wherein each of the channels is configured such that, in immediate response to selection of its assigned channel number, and without further searching, video programming is only or virtually	**Plaintiff's perspective**: If the Court adopts Defendant's definition, it would likely be case dispositive (absent leave to amend infringement contentions) because Comcast's definition adds numerous limitations (i.e., *channel number*, *immediate*, *without further searching*, etc.) that are designed to carve out Netflix. **Defendant's perspective**:

programming (recited in claim 1)		entirely transmitted over the Internet (or other network implementing the Internet Protocol) and made available for viewing while the transmission is occurring	The construction affects summary judgment as to all asserted claims. Claim 1 requires that each channel listed in the recited interactive program guide be "selectable for receiving only or virtually entirely streaming video programming from its respective MSO or non-MSO source . . .." Plaintiff's infringement contentions allege that the "Netflix channel. . . is selectable for receiving only or virtually entirely streaming video movies and TV shows from Netflix." But this is incorrect because, for example, the accused guide includes no assigned channel number associated with Netflix. This is incorrect also because the accused Netflix application is not configured such that, in immediate response to its selection, and without further searching, only or virtually entirely streaming video programming is received." Additionally, Plaintiff's infringement contentions allege that, for example, "[e]ach [of] the linear channels. . . is selectable from the grid view of the Xfinity interactive programming guide for receiving only or virtually entirely streaming video. . .." But this is incorrect because each of such channels is not selectable for receiving video programming over the Internet (or any other network implementing the Internet Protocol) and made available for viewing while the transmission is occurring. Therefore, summary judgment of noninfringement as to all claims is appropriate under Comcast's construction.
7. wherein the server is distinct from at least one of the one or more MSOs and one or	the server does not stream digital television content from at least one of the MSOs and does not stream digital television content	wherein the server is not controlled by the one or more MSOs and is not controlled by the one or more non-MSOs	**Plaintiff's perspective**: If the Court adopts Comcast's definition it would likely be dispositive (absent leave to amend infringement contentions) because under Comcast's definition, if *Comcast is the owner or controller of* the accused device, Comcast cannot infringe.

more non-MSOs (recited in claim 1)	from at least one of the non-MSOs.		**Defendant's perspective**: The construction affects summary judgment as to all asserted claims. For example, claim 1 requires that "the server is distinct from at least one of the one or more MSOs. . .." Plaintiff's infringement contentions assert that Comcast is the recited MSO and also that "the server" is Comcast's supposed "Xfinity Metadata Server." But Comcast's supposed "Xfinity Metadata Server" is controlled by Comcast. Therefore, summary judgment of noninfringement as to all claims is appropriate under Comcast's construction.
8. adding or deleting channels from any of the one or more MSOs or the one or more non-MSOs (recited in claim 1)	Plain and ordinary meaning, which the jury will understand is "adding or deleting from the IPG at least one of the MSO channels or at least one of the non-MSO channels."	adding channels to the IPG that, absent such adding, are not otherwise displayed in the IPG, or deleting channels from the IPG such that, after deletion, the channel is no longer displayed in the IPG	**Plaintiff's perspective**: Comcast's definition is confusing and seemingly circular, but if the Court adopts Comcast's definition, it could be case dispositive (absent leave to amend infringement contentions) because it would seemingly break the invention. Comcast's definition seems to mean that if the channel's name or number is already listed in the IPG as a potential channel that can be added, then that channel can never be added because it is already listed in the IPG. **Defendant's perspective**: The construction affects summary judgment as to all asserted claims. For example, claim 1 requires that the application allow "for the IPG to be configured by a user with respect to adding or deleting channels from any of the one or more MSOs or the one or more non-MSOs." Plaintiff's infringement contentions assert that "Netflix is an example of a channel from a non-MSO that can be added or deleted by the Xfinity X1 Platform by subscribing or unsubscribing to each such channel." The contentions further assert that

			"HBO, Starz, Showtime, Cinemax, and The Movie Channel are other channels that can be added or deleted through the set top box by subscribing or unsubscribing." But the accused Comcast program guide does not allow for adding channels to the IPG that, absent such adding, are not otherwise displayed in the IPG, or deleting channels from the IPG such that, after deletion, the channel is no longer displayed in the IPG. Therefore, summary judgment of noninfringement as to all claims is appropriate under Comcast's construction.
9. "digital rights management module" (claim 3)	This is not a means plus claim term under 35 U.S.C. §112, para. 6, and this term should receive its plain and ordinary meaning, which the jury will understand to be software and hardware that determines whether a user has the right to access a specific program or channel.	This is a means plus function claim term under 35 U.S.C § 112, para. 6. Because it lacks sufficient corresponding structure in the specification, it is indefinite under § 112.	**Plaintiff's perspective**: This dispute is not case dispositive, but an *indefinite* finding would invalidate this dependent claim. **Defendant's perspective**: The construction affects summary judgment as to claim 3. The "module" term recited is indefinite because the U.S. Court of Appeals for the Federal Circuit has determined that "module" is a nonce word denoting inadequate structure. Therefore, the "module" term is to be construed pursuant to 35 U.S.C. § 112, paragraph 6 (pre-AIA). But the patent specification provides no description of structure for the recited "module" and therefore, this claim is indefinite. *See, e.g., Williamson v. Citrix Online, LLC*, 792 F.3d 1339, 1350 (2015).
10. "filtering module" (claim 4)	This is not a means plus claim term under 35 U.S.C. §112, para. 6, and this term should receive its plain and ordinary	This is a means plus function claim term under 35 U.S.C § 112, para. 6. Because it lacks sufficient corresponding	**Plaintiff's perspective**: This dispute is not case dispositive, but an *indefinite* finding would invalidate this dependent claim. **Defendant's perspective**:

	meaning, which the jury will understand to be software that blocks access to content based on geographical location.	structure in the specification, it is indefinite under § 112.	The construction affects summary judgment as to claim 4. The "module" term recited is indefinite because the U.S. Court of Appeals for the Federal Circuit has determined that "module" is a nonce word denoting inadequate structure. Therefore, the "module" term is to be construed pursuant to 35 U.S.C. § 112, paragraph 6 (pre-AIA). But the patent specification provides no description of structure for the recited "module" and therefore, this claim is indefinite.
11. "voice recognition module" (claim 6)	This is not a means plus claim term under 35 U.S.C. §112, para. 6, and this term should receive its plain and ordinary meaning, which the jury will understand to be software that recognizes spoken commands.	This is a means plus function claim term under 35 U.S.C § 112, para. 6. Because it lacks sufficient corresponding structure in the specification, it is indefinite under § 112.	**Plaintiff's perspective**: This dispute is not case dispositive, but an *indefinite* finding would invalidate this dependent claim. **Defendant's perspective**: The construction affects summary judgment as to claim 6. The "module" term recited is indefinite because the U.S. Court of Appeals for the Federal Circuit has determined that "module" is a nonce word denoting inadequate structure. Therefore, the "module" term is to be construed pursuant to 35 U.S.C. § 112, paragraph 6 (pre-AIA). But the patent specification provides no description of structure for the recited "module" and therefore, this claim is indefinite. Mindful of the Court's admonition regarding identifying more than 10 terms for claim construction, Comcast will be moving to seek Court permission to exceed the 10-term limit on claim construction. Extenuating circumstances lie here. Document 58 at 4 & 5. The extenuating circumstances revolve around the single indefiniteness issue that cuts across each of the four "module" claim terms. Plaintiff chooses to assert four claims that are facially indefinite because of four different "module" terms, prejudicing Comcast because of the Court's 10-term limit. Comcast's indefiniteness

			assertions on these "module" terms rise and fall together and will be briefed in a single section in its claim construction briefing. Aside from asserting indefiniteness, Comcast will not be proffering a construction for any of these "module" terms and will not be responding to Plaintiff's proposed construction for them except as to the issue of indefiniteness. To the extent that the Court denies such motion, Comcast will seek construction for "digital rights management module" (claim 3) and "filtering module" (claim 4) only.
12. "relay module" (claim 8)	This is not a means plus claim term under 35 U.S.C. §112, para. 6, and this term should receive its plain and ordinary meaning, which the jury will understand to be communications software.	This is a means plus function claim term under 35 U.S.C § 112, para. 6. Because it lacks sufficient corresponding structure in the specification, it is indefinite under § 112.	**Plaintiff's perspective**: This dispute is not case dispositive, but an *indefinite* finding would invalidate this dependent claim. **Defendant's perspective**: The construction affects summary judgment as to claim 8. The "module" term recited is indefinite because the U.S. Court of Appeals for the Federal Circuit has determined that "module" is a nonce word denoting inadequate structure. Therefore, the "module" term is to be construed pursuant to 35 U.S.C. § 112, paragraph 6 (pre-AIA). But the patent specification provides no description of structure for the recited "module" and therefore, this claim is indefinite. Mindful of the Court's admonition regarding identifying more than 10 terms for claim construction, Comcast will be moving to seek Court permission to exceed the 10-term claim construction limit as to this term for the same reasons mentioned above as to term 11.

Dated: October 23, 2019

Respectfully submitted,

By: */s/ Adam Sanderson*

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CERTIFICATE OF SERVICE

The undersigned certifies that on October 23, 2019, the foregoing document was submitted to the clerk of the U.S. District Court, Middle District of Florida, using the electronic case filing system (CM/ECF) of the court. I certify that the document was served on all known counsel of record electronically as authorized by Federal Rule of Civil Procedure 5(b)(2).

/s/ Traci T. McKee
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