**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

IGT and IGT CANADA SOLUTIONS ULC,	)
	)
Plaintiffs,	) C.A. No. 6:21-CV-00331-ADA
	)
v.	) Judge: Honorable Alan D. Albright
	)
ZYNGA INC.,	) **JURY TRIAL DEMANDED**
	)
Defendant.	)

IGT'S PROPOSED CLAIM CONSTRUCTIONS

Pursuant to the Court's Scheduling Order (Dkt. 21), plaintiffs IGT and IGT Canada Solutions ULC (together, "IGT") hereby provide proposed claim constructions for the terms IGT identified for construction on September 14, 2021, and for the terms Defendant Zynga Inc. ("Zynga") identified for construction on September 14 and September 24, 2021.[1]

Fact discovery has not yet begun and IGT's investigation is ongoing. Additionally, Zynga has yet to provide "technical documents, including software where applicable, sufficient to show the operation of the accused product(s)" as required by the Court's Order Governing Proceedings – Patent Case ("OGP", signed June 24, 2021) and by the Court's Scheduling Order (Dkt. 21). As set forth in IGT's September 17 and September 22 letters to Zynga, Zynga's production of technical documents remains deficient. Further, despite representing on the first page of its Preliminary Invalidity Contentions (dated September 1, 2021) that "Zynga is prepared to produce source code sufficient to show the operation of the accused products," Zynga has not yet made any

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[1] Prior to the Court's Scheduling Order, the parties agreed via email to identify terms for construction on September 14, 2021. Both parties identified terms for construction on that day. However, on September 24, 2021, Zynga modified certain terms it previously identified for construction. IGT's proposed claim constructions reflect Zynga's modified terms.

source code available to IGT, let alone source code sufficient to show the operation of the accused products.

IGT expressly reserves the right to revise, amend, and/or supplement its proposed claim constructions, including after Zynga provides discovery or any other pertinent information including source code or additional technical documents, after the Court provides its Claim Construction Order, or for any other reason(s) contemplated by the Federal Rules of Civil Procedure, the Court's Local Rules, or as allowed by the Court.

IGT further notes that Zynga has identified 62 terms[2] for construction across IGT's six asserted patents. For cases involving more than five patents, the Court's OGP provides a "presumed limit" of 12 terms, which is the "maximum number of terms that each side may request the Court to construe without further leave of Court." (OGP at 3.) Solely to avoid a dispute at this stage of the proceedings, IGT has addressed all of the terms Zynga identified for construction. IGT does not concede that Zynga's identification of 62 terms was proper or justified, and IGT expects that Zynga will comply with the Court's OGP and reduce its number of proposed terms to the presumed limit prior to claim construction briefing. IGT reserves all rights and is not bound by the positions offered herein in any forum for any terms that Zynga originally identified for construction and later drops or withdraws from Markman consideration.

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[2] While Zynga's September 14 Disclosure of Proposed Claim Terms for Construction enumerates 50 claim terms for construction, Zynga improperly combines multiple terms in an apparent effort to decrease the total number of terms identified. IGT's chart below addresses each of Zynga's identified claim terms individually.

I. IGT'S PROPOSED CLAIM CONSTRUCTIONS FOR THE TERMS IGT IDENFITIED FOR CONSTRUCTION

A. U.S. Patent No. 8,266,212

#	Terms	Claim(s)	IGT's Proposed Construction
1	"gaining machine"	31, 35	"gaming machine"
2	"call hack"	36	"call back"

II. IGT'S PROPOSED CLAIM CONSTRUCTIONS FOR THE TERMS ZYNGA IDENTIFIED FOR CONSTRUCTION

A. U.S. Patent No. 8,708,791

#	Terms	Claim(s)	IGT's Proposed Construction
1	"determine instances of probable collusion between players"	1	No construction necessary (plain and ordinary meaning)
2	"analyzing, by the at least one game server, the game play data to determine individual players' typical gaming styles"	1	No construction necessary (plain and ordinary meaning)
3	"providing playing card hands as a single image of fanned-out playing cards"	5	No construction necessary (plain and ordinary meaning)
4	"displayed as one image"	7	No construction necessary (plain and ordinary meaning)

B. U.S. Patent No. 9,159,189

#	Terms	Claim(s)	IGT's Proposed Construction
1	"establishing"	1, 10	No construction necessary (plain and ordinary meaning)
2	"re-established"	1, 10	No construction necessary (plain and ordinary meaning)
3	"communications link"	1, 10	No construction necessary (plain and ordinary meaning)
4	"communications link failure"	1, 10	No construction necessary (plain and ordinary meaning)

#	Terms	Claim(s)	IGT's Proposed Construction
5	"stationary gaming terminal"	1, 10	No construction necessary (plain and ordinary meaning)
6	"conveying to the player that the game is presently occurring"	1, 10	No construction necessary (plain and ordinary meaning)
7	"award"	1, 10	No construction necessary (plain and ordinary meaning)

C.   U.S. Patent No. 7,168,089

#	Terms	Claim(s)	IGT's Proposed Construction
1	"gaming machine"	All	No construction necessary (plain and ordinary meaning)
2	"gaming software"	All	No construction necessary (plain and ordinary meaning)
3	"software[3] authorization agent"	All	No construction necessary (plain and ordinary meaning)
4	"gaming software transaction request"	84	No construction necessary (plain and ordinary meaning)
5	"approves"	84	No construction necessary (plain and ordinary meaning)
6	"approval"	85	No construction necessary (plain and ordinary meaning)
7	"validating the gaming software download request"	28	No construction necessary (plain and ordinary meaning)
8	"the gaming transaction information"	31	No construction necessary (plain and ordinary meaning)
9	"sending the gaming software transaction request to a gaming software authorization agent"	84	No construction necessary (plain and ordinary meaning)

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[3] In its September 24, 2021 email modifying the terms it originally identified for construction, Zynga identified the term "gaming authorization agent." However, no such term or phrase appears in the '089 Patent. IGT assumes Zynga meant to identify "software authorization agent," and IGT has addressed that term based on that assumption. If IGT's assumption is incorrect, IGT invites Zynga to promptly clarify its modified identification of this term.

#	Terms	Claim(s)	IGT's Proposed Construction
10	"receiving an approval of the gaming software transaction request from the gaming software authorization agent"	85	No construction necessary (plain and ordinary meaning)
11	"terminating the transfer of the gaming software"	86	No construction necessary (plain and ordinary meaning)
12	"wherein the gaming software transaction information is one or more of a one or more of"	92	No construction necessary (plain and ordinary meaning)

D.   U.S. Patent No. 7,303,473

#	Terms	Claim(s)	IGT's Proposed Construction
1	"slots"	1, 2, 28, 30	No construction necessary (plain and ordinary meaning)
2	"website server"	1, 6, 9–21, 32, 36	No construction necessary (plain and ordinary meaning)
3	"said second game being different from said first game"	1	No construction necessary (plain and ordinary meaning)
4	"first gaming server"	1–3, 8, 9, 16, 31	No construction necessary (plain and ordinary meaning)
5	"second gaming server"	1, 8, 9, 16, 31	No construction necessary (plain and ordinary meaning)
6	"to determine whether to select said first gaming server or said second gaming server based on said game selection received from said one remote player device"	1	No construction necessary (plain and ordinary meaning)
7	"to determine whether to select a first gaming server or a second gaming server based on said game selection"	9, 16	No construction necessary (plain and ordinary meaning)
8	"that determines whether to select a first gaming computer or second gaming computer based on said game selection"	22	No construction necessary (plain and ordinary meaning)

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