United States District Court,
N.D. California.

AMPHENOL, CORP,
et al. Plaintiffs.
v.
MAXCONN, INC,
et al. Defendants.

No. 97-20603 SW

Nov. 20, 1998.

ORDER CONSTRUING CLAIMS

WILLIAMS, J.

On September 24, 1998, the Court held a claim construction hearing in the above-captioned matter. Plaintiff Alan L. Pocrass ("Pocrass") is the inventor and owner of United States Patent No. 4,978,317 ("Pocrass '317 patent") and Plaintiff Amphenol Corp. ("Amphenol") is a licensee under the patent. Plaintiffs assert that Defendant Maxconn, Inc. ("Maxconn") has produced electrical connectors that infringe the patent. In a counterclaim, Maxconn asserts that Amphenol has produced electrical connectors that infringe its United States Patent No. 4,857,017 ("Maxconn '017 patent"). Having considered the briefs submitted and the oral arguments of counsel, the Court now interprets the patent claims as follows.

OVERVIEW OF THE PATENTS

A. Pocrass '317 Patent

This patent is directed to a particular type of electrical connector, known in the telecommunications and data networking industries as an RJ modular connector. The most common example of an RJ modular connector is the ordinary telephone jack, typically mounted in a telephone or in a wall to receive the plug from a telephone line.

The inventive idea contained in the Pocrass '317 patent is the integration of at least one light omitting diode (LED) on the connector unit to provide visual status verification of activity. The LED indicates, for instance, when a telephone is in use or if data is being transmitted or received. Prior to Pocrass' invention, LEDs were often used as visual status verifiers, but they were typically placed separate and apart from the RJ connectors on the printed circuit board.

B. Maxconn '017 Patent

The Maxconn '017 patent concerns an electrical connector that includes a device for supporting and stabilizing contact wires at the end of the connector so as to reduce the possibility of contact damage during

insertion of the contact into a printed circuit board or other connector. The patented device includes a locking support member, resembling somewhat a thick comb with staggered teeth, which may be coupled to the connector body to provide support for the wires.

LEGAL STANDARDS FOR CLAIM CONSTRUCTION

Claim construction is a question of law to be decided by the court. *See* Markman v. Westview Instr., Inc., 52 F.3d 967, 979 (Fed.Cir.1995)(en banc), *aff'd,* 517 U.S. 370 (1996).

In interpreting a claim, the court should look first to the intrinsic evidence, consisting of "the patent itself, including the claims, the specification and, if in evidence, the prosecution history." Vitronics Corp. v. Conceptronic, Inc., 90 F.3d 1576, 1582 (Fed.Cir.1996) (citing Markman, 52 F.3d at 979). The first requirement in claim interpretation is to examine the claim language. SmithKline Diagnostics v. Helena Lab., Corp., 859 F.2d 878, 882 (Fed.Cir.1988). Words in a claim will be given their ordinary meaning unless it appears that the inventor used them differently. Envirotech Corp. v. Al George, Inc., 730 F.2d 753, 759 (Fed.Cir.1984). In addition, a number of canons, such as the doctrine of claim differentiation, guides construction. Athletic Alternatives. Inc. v. Prince Mfg., Inc., 73 F.3d 1573, 1578 (Fed.Cir.1996).

In those cases where the intrinsic evidence unambiguously describes the scope of the patent, reliance on extrinsic evidence is improper. In such situations, extrinsic evidence, such as expert testimony, may not be used to interpret the claim language. Vitronics, 90 F.3d at 1584.

DISCUSSION

A. The Pocrass '317 Patent

Claim 1 of the Pocrass '317 patent is set forth below. The parties dispute the meaning of the underlined language:

1. An *RJ type modular connector* for receiving a plug to form an electrical connection in data communication or telecommunication applications comprising:

a housing formed by front, rear, top and bottom wall and having a plug receiving opening formed with the front wall thereof;

at least one light emitting source *integrally secured* within said housing adjacent the plug receiving opening thereof to provide vistal verification of the status of the electrical connection;

a plurality of conductor *wires, including conductor wires from said light emitting source, extending through one of said housing walls* arranged in a predetermined spaced-apart array, adapted for insertion within a corresponding array of spaced holes in a printed circuit board.

Pocrass '317 patent, col. 4:55-68, col. 5:1-2.

1. *Whether the claim is limited to "RJ type modular connectors"*

The parties dispute whether the specification indicates that the invention is directed to RJ type modular connectors in particular or electrical connectors in general. While "RJ type modular connectors" are

mentioned in the preamble, Maxconn asserts that the language does not function as a limitation, and that the claims themselves describe the particular connector of the invention. Conversely, Plaintiffs argue that the claim should be read as limited to RJ type modular connectors. FN1

FN1. An RJ modular connector is a specific type of electrical connector which receives a plug containing several conductor wires to form an electrical connection with each wire.

The determination of whether preamble recitations are structural limitations or mere statements of purpose or use "can be resolved only on review of the entirety of the patent to gain an understanding of what the inventors actually invented and intended to encompass by the claim." Corning Glass Works v. Sumitomo Electric U.S.A., 868 F.2d 1251, 1257 (Fed.Cir.1989). Where a patentee uses the claim preamble to recite structural limitations of his claimed invention, the PTO and courts give effect to that usage. *See id*. On the other hand, where a patentee defines a structurally complete invention in the claim body and uses the preamble only to state a purpose or intended use for the invention, the preamble is not a claim limitation. *See* Bell Communications Research. Inc. v. Vitalink Communications Corp., 55 F.3d 615, 620 (Fed.Cir.1995); Kropa v. Robie, 187 F.2d 150, 152 (C.C.P.A.1951). To determine whether the preamble provides a limitation to the invention claimed, the court should assess whether the claim preamble gives "life and meaning" to the claims. *See* Kropa, 187 F.2d at 152. The court may look to the patent specification to determine whether the claimed invention includes preamble recitations. *See* Bell Communications, 55 F.3d at 621; Vaupel Textilmaschinen KG v. Meccanica Euro Italia SPA, 944 F.2d 870, 880 (Fed.Cir.1991); Corning Glass Works, 868 F.2d at 1257.

In the Pocrass '317 patent, the patentee uses the claim preamble to recite structural limitations of the claimed invention. The specification makes it clear that the invention of the '317 patent is limited to electrical connectors known as RJ type modular connectors. As background to the invention, the inventor repeatedly states that his invention relates to RJ connectors. Pocrass '317 patent, col. 1:12-25. The inventor also states that he has "invented an RJ connector with at least one LED integrated into the module," Pocrass '317 patent, col. 1:26-27, and that "it is the object of the present invention to provide an RJ connector including an LED formed integral therewith," Pocrass '317 patent, col. 1:45-47. In addition, in the prosecution history, the term RJ type connector was specifically relied upon in arguments to distinguish the claims over the prior art.

Accordingly, the claim should be construed such that "RJ type modular connectors" serves as a limitation to the claim. The Court adopts Plaintiffs' interpretation as follows: "a connector for receiving a plug to form an electrical connection of the type referred to as an RJ modular connector." At oral argument, Maxconn did not dispute this interpretation.

2. "*Integrally secured*"

Claim 1 states that the invention includes "at least one light emitting source *integrally secured* within said housing adjacent the plug receiving opening thereof to provide visual verification of the status of the electrical connection." The parties dispute the meaning of this part of the claim. Maxconn asserts that the term "integrally secured" means "permanently secured" such that the LED cannot be removed from the connector unit. "Secured," it argues, connotes a sense of permanence while "integrally" signals that the LED is not secured in a removable or insubstantial way, but forms an inseparable single unit.

a. Claim language

To interpret the disputed language, the court first looks to the words of the claims to define the scope of the patented invention. *See* Vitronics, 90 F.3d at 1582. As stated above, words will be given their ordinary and accustomed meaning unless it appears that the inventor used them differently. Envirotech Corp., 730 F .2d at 759.

Plaintiffs argue that Maxconn is seeking to have the Court adopt a claim interpretation that includes additional, unclaimed limitations which are not required by the ordinary meaning of the claim language, the patent specification, or the prosecution history. They argue the term "integrally secured" should be given its ordinary meaning as denoting that the LED is held in place within the housing of the connector so as to form a part of the connector unit. Plaintiffs strongly dispute that the LED and housing must form one *inseparable* unit.

The Court agrees with Plaintiffs. Nothing in the ordinary meaning of the term "integral" indicates that the parts must be permanently fused together. The ordinary meaning the term "integrally secured" suggests that the RJ connector housing and the LEDs move together as one unit, and not that the LEDs cannot, with some degree of effort, be extracted from the housing. FN2 Nothing in the claim language itself denotes a "permanency" limitation.

FN2. Plaintiffs argue that the Court of Appeals for the Federal Circuit has in at least one instance interpreted the ordinary meaning of the term "integral" and held that it does not denote one. piece. In *re* Morris, 127 F.3d 1048, 1055-56 (Fed.Cir.1997). Following oral argument, Defendant submitted with leave of Court a brief arguing that the *Morris* analysis is irrelevant to the present matter. The Court agrees that the *Morris* analysis is certainly less relevant to the present claims construction than is the intrinsic evidence now before it. Because the Court relies entirely on intrinsic evidence to interpret this phrase, it does not reach the question whether *Morris* should be considered persuasive authority on the interpretation of the word "integral."

b. Specification

The second step in the analysis is to review the specification to determine whether the inventor has used any terms in a manner inconsistent with their ordinary meaning. *See* Vitronics, 90 F.3d at 1582. The specification acts as a dictionary when it expressly defines terms used in the claims or when it defines terms by implication. *See id*. (citing Markman, 52 F.3d at 979). It is the single best guide to the meaning of a disputed term. *Id* .

Extraneous limitations appearing in the specifications should not be read into a claim. *See E.J*. DuPont De Nemours & Co. v. Phillips Petro., 849 F.2d 1430, 1433 (Fed.Cir.1988); *see also* Loctite Corp. v. Ultraseal Ltd., 781 F.2d 861, 867 (Fed.Cir.1985) ("Generally, particular limitations or embodiments appearing in the specifications will not be read into the claims."). "Extraneous" refers to a limitation read into a claim from the specification wholly apart from any need to interpret what the patentee meant by particular words or phrases in the claim. DuPont, 849 F.2d at 1433.

The specification of the Pocrass '317 patent is consistent with the interpretation that "integrally secured" does not require that the LED be permanently secured within the connector housing so as to form an inseparable unit. The specification states that "an opening may be molded in the modular style connector

and then the LED indicator placed therein and adhesively cemented in place, *if needed*." Pocrass '317 patent, col. 4, 11. 7-10 (emphasis added). The specification thus teaches that fixing the LED with adhesive is optional. The specification also indicates that the LED indicator is "placed" inside the connector housing, and nowhere indicates that the LED is inextricably fixed inside the housing.

Because the specification does not include a "permanency" limitation, that limitation should not be read into the claim.

c. Prosecution history

Next, the court considers the prosecution history of the patent. The history contains the complete record of all proceedings before the Patent and Trademark Office, including any express representations made by the applicant regarding the scope of the claim. *See* Vitronics, 90 F.3d at 1582. The prosecution history limits the interpretation of claims so as to exclude any interpretation that may have been disclaimed or disavowed during prosecution in order to obtain claim allowance. *See* Specialty Composites, 845 F.2d 981, 988 (Fed.Cir.1988). Patent claims may not be interpreted one way in order to obtain their allowance and a different way against accused infringers. Southwall Technologies, Inc. v. Cardinal IG Co., 54 F.3d 1570, 1576 (Fed.Cir.1995).

During the prosecution of the patent, the examiner noted the similarity of certain aspects of the invention to a device disclosed in the prior art. The prior art was a patent issued to Clark for a cartridge holder and connector system. In responding to the patent examiner, one of the ways Pocrass distinguished the claims of the '317 patent over the system disclosed by the Clark patent was that the LEDs in his invention are "integrally secured" within the connector housing in the claims. Pocrass based his distinctions on the fact that in the Clark device, the LEDs are not secured in any way to the housing of the device to form an integral unit, but instead are secured to the PC board. In that device, the connector housing slides over the tops of the LEDs.

Defendant argues that the examiner required the addition of the phrase "integrally secured" to distinguish the feature of the Clark patent where the LEDs *slid* into indentations in the connector housing. However, a close reading of the history reveals that the phrase "integrally secured" was meant to distinguish the fact that the LEDs in the Clark patent were secured to a location remote from the RJ connectors. The history further reveals that the patentee intended the LEDs to be "integrally secured" "by injection molding or by other adhesive *or mechanical means* within the housing." Amendment mailed December 28, 1989 at 7. Pocrass explained that Clark's LEDs were "merely are slid into open indents" and that those indents "[do not] integrally secure the ... LEDs within the housing.... [The] LEDs [ ] are positioned on the PC board [ ], and the housing member [ ] is slidably placed over the tops thereof." Amendment mailed December 28, 1989 at 7. In other words, if the housing of the Clark device is removed from the PC board, the LEDs will stay in place on the board because they are not an integral part of the housing.

The prosecution history demonstrates that "integrally secured" means that the LEDs move as one unit with the housing of the connector as opposed to being fixed on the PC board as in Clark. Therefore, the Court finds that the prosecution history does not limit the interpretation of claim 1 so as to require that the LEDs be permanently fixed within the housing so as to form an inseparable unit. Rather, the term "integrally secured" means that the connector body and LEDs move togather as one unit.

d. Extrinsic evidence

There is no need for the Court to consider any extrinsic evidence as to this phrase.

e. Interpretation

The Court adopts Plaintiffs' interpretation as follows: "The light emitting source is held in place in the housing of the connector near the opening in the front wall which receives the plug so that the light emitting source is a part of the connector unit."

3. "*Wires ... extending through*"

The parties next dispute the meaning of the phrase in Claim 1: "wires, including conductor wires from said light emitting source, extending through one of said housing walls."

a. Claim language

Maxconn argues that the ordinary meaning of the claim language indicates that the conductor wire from the light emitting source itself extend through a wall of the housing with no intervening connections. Plaintiffs, conversely, argue that the claim contains no limitation that the wire be formed of one continuous strand originating at the LED. They say that regardless of whether the wire is formed of one continuous strand or more than one strand joined end-to-end, it remains a conductive wire from the light emitting source.

The Court agrees with Maxconn that the claim language itself suggests that a single strand of conductive material extends from the LED itself out through an opening in the housing wall. While it is common knowledge that the term "wire" includes materials that are in actuality composed of more than one piece of conductive filament laid more or less end to end (e.g., telephone wires, cable wires, and electrical wires), this particular claim relates to a very short segment of wire, not one stretching over feet, yards, or miles. While two pieces of wire joined end-to-end may serve the precise functional equivalent of a single wire, the ordinary meaning of the claim is that one continuous piece of wire extends from the LED out through the housing.

b. Specification

Maxconn argues that the specification describes a continuous LED wire passing through, along, or above various walls in the connector and plugging into the printed circuit board. Plaintiffs do not genuinely dispute this, but argue that the limitations of the specification should not be read into the claim. The Court agrees with this point of law. *See R*. I. DuPont De Nemours, 849 F.2d at 1433 (limitations of the specification should not be read into a claim).

Plaintiffs also argue that the specification states explicitly that the internal wiring can be accomplished in a variety of ways and is not a limitation to the invention. The Court disagrees. While it is true that the specification provides that "RJ connector[s] [are] available in a variety of sizes and internal configurations and may be molded in a number of ways commonly known in the art and is not a limitation to the present invention," Pocrass '317 patent, col. 4:24-27, this language refers explicitly to configurations of RJ connectors "commonly known in the art," and *not* to the novel and nonobvious improvements contained in the Pocrass '317 patent. The key novel and nonobvious improvement is the incorporation of an LED connected to a wire which extends through the connector housing. Accordingly, the quoted passage from the specification does not explicitly refer to LED wiring methodologies.

c. Prosecution history

Maxconn argues that the prosecution history reveals that the patentees, to promote the goal of achieving certain rigidity and spacing, specifically called for the patent to include one piece of wire running from the LED to the printed circuit board. Plaintiffs on the other hand argue that rigidity and spacing features refer to the relationship between the wires and the housing wall, and not to any requirement that the wires each be of one-piece construction.

The Court has no trouble agreeing with Plaintiffs. The prosecution history reveals that Pocrass distinguishes his invention from the Clark device by pointing out that the LEDs in Clark are positioned directly on the printed circuit board such that no wires from the LEDs go through a wall of the connector housing which is simply slid over the LEDs. Pocrass states: "The conductor wires from the LED device of Clark et al. do not extend through a wall of the device as required in the present claims." Amendment mailed December 28, 1989, at 7. "This claimed feature provides rigidity to the conductor wires and provides the required predetermined spaced array for subsequent insertion in a like array of holes presented in a printed circuit board." Amendment mailed December 28, 1989, at 7.

Accordingly, the prosecution history, while it does not develop Plaintiffs' proposed construction, also fails to support Maxconn's proposed construction.

d. Extrinsic evidence

The parties have not submitted any extrinsic evidence which illuminates the meaning of this disputed phrase.

e. Interpretation

The Court concludes that nothing in the specification or prosecution history serves to alter the plain meaning of the subject phrase. Accordingly, the Court construes the terms as meaning that a continuous wire extends from the light source out through the housing wall.

B. The Maxconn '017 Patent

Claim 1 is set forth below. The parties dispute the meaning of the underlined language:

1. A multiple contact connector comprising,

a connector body having a body interior and have a front mating surface and an open-end body cavity,

a plurality of angulate contact elements, each contact element having a first and second rectilinear segments and an angulate segment coupling said rectilinear segments, said first rectilinear segments fixed to the front mating surface in an array of at least two rows, said second rectilinear segments arranged at an angle to the first segments in at least two rows in an alternating fashion relative to a plane extending parallel to said second rectilinear segments through a base coupling surface, and

a locking reinforcement support member having *a mating means for selectively engaging* said connector body at said open-end body cavity, said locking support member having a plurality of teeth spaced apart to define indentations, said indentations each being partially defined by rearward walls, said rearward walls

having a staggered distance relative to said front mating surface when said locking support member engages said connector body, each indentation correspondingly housing and supporting a portion of a second rectilinear segment and a portion of an angulate segment of a contact element when said locking support member is brought into mating engagement with said connector body....

The other independent claim of the Maxconn '017 patent, Claim 6, reads in pertinent part as follows (with disputed terms underlined):

6. A support device for portions of angulate contact elements within an interior of a multiple contact connector having a front mating surface, opposed lateral surfaces, a cover surface, a base surface and an open-end body cavity, said multiple contact connector further having means for unaidedly securing said angulate contact elements, said angulate contact elements secured for attachment to a first external article at said front mating surface and to a second external article at said base surface, said support device comprising,

a locking reinforcement support member slidably fit within said open end of said body cavity defined in said multiple contact connector, said open end of the body cavity having a configuration to *selectively receive* said *locking support member* while preserving the integrity of said connector body after attachment of said angulate contact elements to said second external article, said locking support member having a plurality of parallel teeth, said teeth spaced apart to define a plurality of indentations having a spatial arrangement to individually receive an angulate contact element disposed in an array of at least two rows of said contact elements coupled to said front mating surface of said multiple contact connector....

1. *Reinforcement support member*

There is no dispute that the term "support member" means that it holds up or serves as a foundation or prop for the connector and/or a portion of the connector. The parties hotly debate, however, the meaning of the modifier "reinforcement." Amphenol argues, and Maxconn disputes, that it indicates that the member must be removable. In particular, Amphenol argues that the prosecution history demonstrates that the term "reinforcement support member" indicates a component that reinforces and supports the contact in such a manner that it can be removed to allow access to the interior of the connector for inspection and/or repair of the contacts without destroying the integrity of the connector so that the connector is reusable.

a. Claim language

The Court agrees with Maxconn that the language of the claim itself does not support Amphenol's position that the word "reinforcement" somehow implies "removable." Indeed, at oral argument, Amphenol concurred that the ordinary meaning of the term "reinforcement" does not require that the member be removable.

b. Specification

At oral argument, the parties took the position that the specification provides no useful guidance on whether the support member must be removable.

c. Prosecution History

The entire debate over the meaning of this term centers on the prosecution history. Maxconn points out that

the examiner had rejected all claims of the '017 patent as being anticipated by a patent issued to Evans, which describes a connector body with contact receiving cavities. In Evans, the contacts are not independent of the supporting member; rather, the supporting apparatus and the contacts are molded into one piece. Amphenol argues that Maxconn gave a special moaning to "reinforcement" in the course of prosecution in order to emphasize that the member was removable to prevent damage to the contacts.

i. The Original Application.

The original application contained three independent claims: Claims 1, 7, and 14. Application Claim 1 was ultimately cancelled. Application Claim 7 ultimately became Claim 1 and Application Claim 14 ultimately became Claim 6 of the Maxconn '017 patent. Accordingly, the Court will focus its discussion on the prosecution history of Application Claims 7 and L4.

Neither of these claims initially included the word "reinforcement." Application Claim 7 claimed "a locking support member having a mating means for selectively engaging said connector body at said open-ended rear surface...." Application dated April 24, 1987, at 9. Application Claim 14 claimed "[a] support device for portions of angulate contact elements within an interior of a multiple contact connector having a front mating surface and an open-ended rear surface, comprising, a locking support member slidably fit within an open-ended rear surface of a multiple contact connector...." Application dated April 24, 1987, at 11. Initially, the applicant explained that the "locking support member" "permits repair of individual contact elements" in that it "may be removed from the connector," Application dated April 24, 1987, p. 7, and that "[the member] may be detached from the connector to facilitate connector repair." Application dated April 24, 1987, p. 3.

ii. Rejection of Original Claims

The patent examiner found Application Claim 7 unpatentable as anticipated by Evans in view of Reuss or Silbernagel. The examiner also found Application Claim 14 to be anticipated by Evans.

iii. Applicant's First Amendment

The applicant thereafter filed a Substitute Amendment, FN3 amending the original claim for a "locking support member" with "locking *reinforcement* support member." Substitute Amendment mailed December 30, 1987 (emphasis added). The Substitute Amendment pointed out the differences between the present invention and the Evans patent. Among other things, the applicant argued that Application Claim 14 was distinguishable from Evans in that the "contacts are independent of the supporting member and remain so when the supporting member is removed, such as for visual inspection of the interior of the connector." Substitute Amendment mailed December 30, 1987, p. 6.

FN3. On December 1, 1987, the applicant filed the first amendment, but the Examiner refused to enter it for failure to comply with a rule concerning renumbering of claims.

As to Application Claim 7, the applicant distinguished the prior art by saying that "[t]he locking support member is removable to allow access to the interior of the connector for inspection and/or repair." Substitute Amendment mailed December 30, 1987, p. 9. He further explained that the removability element was nonobvious: "If the support wafer assembly was removed from the Evans connector, the wire array would be eliminated.... Therefore, it teaches away from a removable support connector and would not be obvious

to do such." Substitute Amendment mailed December 30, 1987, p. 9. "Applicant is claiming a connector with a support member ... [which] when removed does not destroy the integrity of the connector ." Substitute Amendment mailed December 30, 1987, p. 9.

Discussing the applicable level of skill in the art, the applicant stated that "[t]he present invention is a connector with a support member that when inserted or removed does not destroy the integrity of the connector.... The prior art does not anticipate, teach or suggest the present invention of a removable locking support member in an electrical connector." Substitute Amendment mailed December 30, 1987, p. 10.

iv. Rejection of First Amendment

On July 21, 1988, the examiner rejected the claims, explaining that Application Claim 7 was anticipated by McHugh and that Application Claim 14 was anticipated by Silbernagel.

v. Second Amendment

The applicant then filed an Amendment After Final Rejection. As to Application Claim 7, the applicant amended the claim to incorporate features the examiner had deemed to be patentable (and unrelated to removability). Amendment mailed September 13, 1988, pp. 5-6. As to Application Claim 14, the applicant stated that the invention is an improvement over Silbernagel because the reinforcement support member "is removable to allow access to the interior of the connector for inspection and/or repair." Amendment mailed September 13, 1988, p. 6.

This review of the patent prosecution reveals that the applicant repeatedly argued to the examiner that the point of novelty of the '017 patent was that, unlike previous incarnations of connectors featuring contact wires inextricably encased in supporting material, this new type of support device could be removed from the connector body so as to leave the connector wires intact and to facilitate inspection or repair of the wires.

Maxconn seeks to avoid the effects of the prosecution history by arguing that the statements concerning removability related only to the cancelled Application Claim 1. This argument has no merit. As demonstrated above, the applicant made many representations concerning removability directed to all application claims in general and to claims that became patent Claims 1 and 6. Patent claims may not be interpreted one way in order to obtain their allowance and a different way against accused infringers. *See* Southwall Technologies, 54 F.3d at 1576.

d. Extrinsic evidence

Reliance on expert testimony is unnecessary since the meaning of the disputed terms can be ascertained from a reading of the prosecution history.

e. Construction

The "reinforcement support member" is a member that can be removed from the connector body without destroying the integrity of the connector in general or the contact wires in particular so as to facilitate inspection or repair of the contacts.

2. "*Selectively*"

Maxconn argues that "selectively" refers to the fact that specific grooves of the support menber line up with specific wires of the connector. Amphenol argues that "selectively engaging" refers to the manner in which the support member goes into the plug, such that the member can be removed to access the interior of the connector.

a. Claim language

As to the meaning of this disputed term, a close reading of the claim language itself leaves little doubt as to what the applicant meant by "selectively." Claim 1 calls for

a locking reinforcement support member having a mating means for *selectively engaging* said *connector body* at said open-end body cavity....

Claim 6 calls for

a locking reinforcement support member slidably fit within said open end of said body cavity defined in said multiple contact connector, said *open end of the body cavity* having a configuration to *selectively receive* said locking support member while preserving the integrity of said *connector body* after attachment of said angulate contact elements to said second external article....

Under Claim 1, the reinforcement support member has a mating means for "selectively engaging" the *connector body*. Under Claim 6, the *body cavity* is configured to "selectively receive" the reinforcement support member while preserving the integrity of the *connector body*. Claim 1 itself defines the element "connector body" as "having a body interior and having a front mating surface and an open-end body cavity." Maxconn '017 patent, col. 5, 11 1-13. The claim does *not* define "connector body" as including the contact elements, a separate element of the Claim. Maxconn '017 patent, col. 5, 11. 4-13.

Regarding Claim 6, it is the open end of the "body cavity" which selectively receives the reinforcement support member. Claim 6 describes the "body cavity" as just one part of the multiple contact connector: the "contact elements" are described as lying within the interior of the connector, Maxconn '017 patent, col. 6:7-9, while the connector itself is described as having various parts, including "a front mating surface, opposed lateral surfaces, a cover surface, a base surface and an open-end body cavity" Maxconn '017 patent, col. 6:9-11. The plain language of the itself indicates that the term "body cavity" does not include the contact elements.

The term "selectively" is used only in reference to the connector body or body cavity. It is *not* used in reference to the contact elements. Accordingly, Maxconn's interpretation involving the mechanism by which the support member mates with particular contact elements cannot be correct. FN4 There is no need to consult the specification, prosecution history, or extrinsic evidence for further enlightenment, except to say that Amphenol's interpretation is entirely consistent with the arguments made by the applicant in the course of the prosecution of the patent.

FN4. In addition, later portions of both Claims 1 and 6 contain extensive descriptions of how the teeth of the member interlock with the wires of the connector, further supporting the Court's conclusion that the term "selectively" does not operate to define how the teeth meet with the wires. The extensive descriptions would render the teeth "selectively" superfluous.

b. Construction

The term "selectively" serves to emphasize that, as the Court concluded in part (B)(1)(e), above, the support member can be removed from the connector body so as to allow access to the interior of the connector, facilitating inspection or repair of the contacts without destroying the integrity of the connector in general or the contact elements in particular.

IT IS SO ORDERED.

N.D.Cal.,1998.
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