United States District Court,
D. Utah, Central Division.

HELIUS, INC,
Plaintiff.
v.
SKYSTREAM NETWORKS, INC., et al,
Defendants.

No. 2:01-CV-00516 PGC

April 16, 2004.

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ORDER CONSTRUING DISPUTED PATENT CLAIM TERMS

PAUL G. CASSELL**, District Judge.**

This patent infringement case is before the court pursuant to the hearing on claim construction held on March 11, 2004. At the hearing, the court heard oral argument from counsel, announced tentative conclusions as to the construction of disputed terms, and took the matter under advisement. Having carefully reviewed the parties' arguments, the record, and the relevant law, the court now construes the disputed claim terms of United States Patent No. 6,205,473 as a matter of law, as set forth below.

BACKGROUND

This patent infringement case was brought by Helius, Inc. ("Helius"), holder of United States Patent No. 6,205,473 (patent "'473"), against Skystream Networks, Inc. ("Skystream") and the DIRECTV Group f/k/a Hughes Electronics Corp. ("DIRECTV") pursuant to 35 U.S.C. s. 281 et seq. Skystream and DIRECTV are jointly defending Helius's suit. On March 11, 2004, the court held a non-evidentiary hearing pursuant to *Markman v. Westview* FN1 for the purpose of construing the claims in patent '473 as a matter of law. Prior to the hearing, the parties submitted a Joint Claim Construction Statement setting forth agreed-upon claim construction terms as well as claim terms whose definitions are disputed. Each side also submitted a Rebuttal Statement to the claim construction statement explaining the parties' respective positions with respect to each disputed term. Leading up to the hearing, the parties worked diligently to agree on all but

nine discrete claim construction terms or phrases. The court adopts the parties' joint construction of all agreed-upon terms and will construe each of the nine disputed terms as a matter of law.

PATENT CLAIM CONSTRUCTION STANDARDS

Construction of patent claims is purely a question of law for the court. FN2 When construing patent claims, the court should rely primarily on the "intrinsic record" of the patent, which ordinarily consists of the patent claims themselves, the specification, and the prosecution history.FN3 The language of the claims themselves is controlling and must be the primary focus of the court's claim construction analysis.FN4 While, the specification is highly relevant to the claim construction analysis and often dispositive, it is improper to read limitations from the specification into the claims. FN5 In addition, patent claims should not automatically be limited to any disclosed embodiment.FN6

The Federal Circuit has explained that "[t]he words of the claims themselves define the scope of the patent, and are given their ordinary and customary meaning, unless the patentee has chosen to use the terms in some other manner." FN7 While the use of extrinsic evidence to construe the claims is generally avoided, "dictionaries are always available to the court to aid in the task of determining meanings that would have been attributed by those of skill in the relevant art to any disputed terms used by the inventor in the claims." FN8 Where one or more dictionaries provide multiple definitions of a term or phrase, the court adopts the definition that is broad enough to encompass the full range of the term's ordinary meaning, yet consistent with the specification.FN9

CLAIM CONSTRUCTION OF DISPUTED TERMS

Employing the foregoing principles in the court's analysis of the disputed terms in this case, the court has construed the terms as announced at the conclusion of the claim construction hearing. The following list sets forth each disputed claim term, the parties' respective proposed constructions, the construction of the term as a matter of law, and a brief explanation of the court's analysis:

1. LOCAL AREA NETWORK (LAN)

Plaintiff: *a connection between computers dispersed over a relatively limited area*
Defendants: *a group of computers and other devices dispersed over a relatively limited area and connected by a communications link that enables any device to interact with any other on the network*

Final Court Construction: ***a group of computers dispersed over a relatively limited area and connected by a communications link that enables any device to interact with any other on the network***

Explanation: The court finds that the term LAN, as used in the '474 patent, encompasses both the connection and the devices being connected (the nodes and the link), not just the connection alone. However, the court agrees with plaintiff that there is no basis for the term LAN to *require* the presence of "other devices," although the presence of other devices would presumably be permissible.

2. SERVER COMPUTER

Plaintiff: *a computer that provides shared network resources to a client computer*
Defendants: *a computer which runs administrative software to allow other computers to access one or more network devices*

Final Court Construction: ***a computer that provides shared network resources to a client computer***

Explanation: The court agrees that defendants' proposed construction *requiring* the "server computer" to include the element "running administrative software" would be too narrow to remain consistent with the term's ordinary meaning and the written description of the '473 patent. A server programmed in "hardwire" fashion or otherwise not technically running "administrative software" could still distribute data to client computers on the LAN, consistent with the specification. Claim 1 describes the server as having "satellite interface software" and "be[ing] programmed to route." Such descriptions would be unnecessarily redundant were the "runs administrative software" element necessarily implicated by the term "server computer."

3. PROVIDES ROUTING FOR

Plaintiff: *forwards*
Defendants: *makes available a path*

Final Court Construction: ***forwards***

Explanation: When read in context, defendants' proposed construction of "provides routing for," which is "makes available a path," is inconsistent with the claims and specification of patent '473, in that it does not adequately encompass the routing function of the server computer. In the relevant context, "forwards" is the proper construction.

4. INFORMATION PACKETS

Plaintiff: *units of data sent as whole from one device to another*
Defendants: *transmission units of fixed maximum size that consist of binary digits representing both data and a header containing an identification number, source and destination addresses*

Final Court Construction: ***units of data sent as whole from one device to another***

Explanation: The parties agree that an "information packet" is a "unit of data." Defendants, however, seek additional limitations not discussed in the specification, including, 1) a header, 2) identification number, 3) binary digits, and 4) source and destination addresses. There is no basis for such extraneous requirements, even in the *Microsoft Press Computer Dictionary, 3rd Edition* (1997) which defendants have relied upon for definitions of other disputed terms. Defendants set forth the second definition of "information packets" in the *Microsoft Dictionary* which applies only to "packet-switching environments," while plaintiff uses the first, more general definition. To be sure, Patent 473's specification discusses a "packet-switching environment" in a preferred embodiment description, but nothing in the specification limits the claim term "information packets" to such an environment.

5. MODEM

Plaintiff: *a device that encodes data for transmission over a particular medium, such as telephone lines, coaxial cables, fiber optics, or microwaves*
Defendants: *a communications device that enables a computer to transmit information over a standard telephone line*

Final Court Construction: ***a device that encodes data for transmission over a particular medium, such as telephone lines, coaxial cables, fiber optics, or microwaves***

Explanation: There is no legitimate basis for limiting "modem" to a device that only operates in conjunction with a "standard telephone line." Defendants admit that the *Microsoft Dictionary* contains an entry for "Cable Modem." Thus, they must concede that more than one type of modem was known at the time the patent was filed. Given the specification in this case, there is no reason to believe "modem" should be limited to mean only "telephone modem"-a particular type of modem. The broader construction of "modem" as an encoding device used in conjunction with several mediums is consistent with the specification, the dictionaries, and the prosecution history.

6. PROVIDER CONFIGURATION

Plaintiff: *settings for the information provider*
Defendants: *settings for the internet service provider*

Final Court Construction: ***settings for the information provider or internet service provider***

Explanation: Defendants admit that at the time the patent was filed, no dictionary definition could be found for "provider configuration," yet they seek to limit the term to "settings for the internet service provider," or ISP. While the specification describes a preferred embodiment involving an ISP, there is no reason to artificially limit the term "provider" in the claims to mean internet service provider. To the contrary, the specification illustrates circumstances where LAN (local area network) or WAN (wide area network) can be set as the "Outbound Protocol" by the Provider Configuration Editor, thereby serving as non-ISP "information providers."

7. LAND-LINE COMMUNICATION DEVICE

Plaintiff: *an earth-based communications device*
Defendants: *device using a switched service, a dedicated line, and/or an analog modem, each using telephone wire lines to transfer information*

Final Court Construction: ***an earth-based communications device***

Explanation: The court sees no basis for limiting the term "land-line communication device" to use in conjunction only with "telephone wire lines." Defendants admit there was no dictionary definition for this term at the time of patent filing, yet they seek to limit the term. Both plaintiff and defendants agree that "land-line" is used to differentiate between data passed by "satellite communications" as opposed to data passed by ground-based methods. Plaintiff admits that "land-line" is technology "in contrast to cellular and satellite technology." FN10

8. COMPUTER READABLE MEDIUM

Plaintiff: *a physical material that can be read by a computer*
Defendants: *a physical material which may be used to store computer-based information for access by a computer*

Plaintiff Surrebuttal: *a physical material used for storing computer-based information*

Final Court Construction: ***a physical material used for storing information that can be read by a computer***

Explanation: The parties nearly agreed to the final construction of this term prior to the hearing when plaintiff conceded in its surrebuttal that a storage-of-information element is properly included as part of the term. Any remaining disagreement, if it exists, is minor. Plaintiff originally proposed a construction including "that can be read by a computer" while defendant proposed an element "for access by a computer." Yet plaintiffs surrebuttal argues that the "for access by a computer" language is redundant and would now exclude any "read" or "access" language. Yet the element of readability appears essential to this claim term; therefore, it is included in the court's final construction. In light of this inclusion, the court finds that the "computer-based" language would be redundant; therefore, the court excludes it.

9. EXECUTABLE INSTRUCTIONS

Plaintiff: *action statements in any computer language that can be run*
Defendants: *action statements in any computer language that the user does not have to alter in any way before being able to run it*

Final Court Construction: ***action statements in any computer language that can be run***

Explanation: There is no basis for reading in the artificial limitation that the "executable instructions" require action statements which need not be "altered" before being run. Defendants admit that no dictionary definition can be found which would be contemporaneous with the patent filing, yet their rebuttal references the *Microsoft Dictionary* which defines "executable program" as simply "[a] program that can be run." FN11

CONCLUSION

The disputed patent claim terms are to be construed as set forth herein.

SO ORDERED.

FN1. 517 U.S. 370, 116 S.Ct. 1384, 134 L.Ed.2d 577, 38 U.S.P.Q. 1461 (1996).

FN2. *See, e.g.,* Cyber Corp. v. FAS Techs., Inc., 138 F.3d 1448, 1454 (Fed.Cir.1998).

FN3. *See* Vitronics Corp. v. Conceptronic, Inc., 90 F.3d 1576, 1582 (Fed.Cir.1996); Allen Eng'g Corp. v. Bartell Indus., Inc., 299 F.3d 1336, 1344 (Fed.Cir.2002).

FN4. *See* Interactive Give Express, Inc. v. Compuserve, Inc., 256 F.3d 1323, 1331 (Fed.Cir.1996).

FN5. *See* Vitronics, 90 F.3d at 1582; Amgen, Inc. v. Hoeschst Marion Roussel, Inc., 314 F.3d 1313, 1325 (Fed.Cir.2003).

FN6. *See* Generation II Orthotics, Inc. v. Medical Technology, Inc., 263 F.3d 1356, 1367 (Fed.Cir.2001).

FN7. Allen Eng'g, 299 F.3d at 1345 (citations omitted).

FN8. Texas Digital Sys., Inc. v. Telegenix, Inc., 308 F.3d 1193, 1202 (Fed.Cir.2002).

FN9. Id. at 1205.

FN10. Plaintiff's Rebuttal Statement on Claim Construction at 22.

FN11. Defendants' Rebuttal Arguments to Plaintiff's Proposed Construction of Disputed Claim Terms at 38 (citing Microsoft Press Computer Dictionary, 3rd Edition (1997)).

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