United States District Court,
C.D. California.

WEEKEND WARRIORS TRAILERS,
Plaintiff.
v.
THOR CALIFORNIA INC., et al,
Defendants.

No. CV 03-2223 LGB (CBx)

March 31, 2005.

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ORDER ON CLAIM CONSTRUCTION

LOURDES G. BAIRD**, District Judge.**

I. INTRODUCTION

Plaintiff Weekend Warriors, Inc. ("Weekend Warriors") brings this action accusing Thor California, Inc., Keystone RV Company, and Komfort Inc., (collectively referred to as "Thor") of patent infringement. The conflict centers on U.S. Patent 6,231,114 ("'114 patent") for a trailer bed frame assembly issued to Mark Warmoth and assigned to Plaintiff.

II. FACTUAL AND PROCEDURAL BACKGROUND

The parties in this case are competitors that manufacture and sell recreational vehicles including ramp trailers including a bed frame assembly. The patent describes the invention as "A moveable bed frame for installation in a conventional trailer and which has a unique counterbalance system for raising the bed frame to a horizontal up or storage position and for lowering the bed frame in a horizontal down position." (Plaintiff's Brief, Exhibit 1 (hereinafter "'114 Patent"), Abstract.)

The parties filed their Joint Claim Construction Statement ("Joint Statement") with the Court on January 11, 2005. The parties disagree regarding the interpretation of certain terms in claims 1, 12, and 20.

III. CLAIM INTERPRETATION

In Markman v. Westview Instruments, Inc., 517 U.S. 370 (1996), the Supreme Court held that the interpretation of a patent claim-the portion of the patent document that defines the scope of the patentee's rights-is a matter of law exclusively within the province of the court and is not a factual question for the jury. *See* id. at 372.

Shortly after the Supreme Court ruled in *Markman,* the Federal Circuit, in Vitronics Corp. v. Conceptronic, Inc., 90 F.3d 1576 (Fed.Cir.1996), explained the evidence available to a trial court in interpreting patent claims. *See* id. at 1581-83. The Federal Circuit held that if intrinsic evidence can, by itself, resolve ambiguity in a patent term, then a court may not rely on extrinsic evidence to construe the term. *See* id. at 1583. A trial court may use extrinsic evidence when intrinsic evidence fails to illuminate the meaning of the disputed claim. *See id*. Moreover, extrinsic evidence cannot broaden the reach of a claim or contradict explicit language. *See id*.

In absence of an express intent to impart a novel meaning to the claim terms, the words are presumed to take on the ordinary and customary meanings attributed to them by those of ordinary skill in the art. *Id*. at 1576; Brokhill-Wilk 1, LLC v. Intuitive Surgical, Inc., 334 F.3d 1294, 1298 (Fed.Cir.2003). Courts initially look to the relevant dictionary definitions to determine the ordinary meaning of a term. E-Pass Technologies, Inc. v. 3Com Corp., 343 F.3d 1364, 1367 (Fed.Cir.2003). Courts then look to the usage of the disputed claim term in context, including use of the term in the claims themselves, the written descriptions, the drawings, and the prosecution history. Id. at 1368; Broohill-Wilk 1, LLC, 334 F.3d at 1300-01. Only when this intrinsic evidence fails to resolve ambiguity in a disputed claim term may a court rely on extrinsic evidence. *See id*. at 1583.

IV. ANALYSIS

The parties dispute the meaning of numerous terms that appear in three claims. Before addressing specific terms, section A provides the claim language with disputed terms bold and underlined.

A. Claim Language

1. Claim 1

A moveable bed frame assembly installed in a conventional trailer and capable of movement to a horizontal down position and to a horizontal up position, comprising:
(1) ***a bed frame*** having ***roller members attached to a rear end of the bed frame*** and projecting support members formed at ***a front end of the bed frame;***

(2) ***autonomous counterbalance*** means secured to said bed frame and to ***opposite side walls of said trailer*** and pushing toward ***a rear wall of said trailer*** and adapted for moving said bed frame from the horizontal up position to the horizontal down position and back up to said horizontal up position, said ***autonomous counterbalance*** means limiting the extent of travel of said bed frame to said horizontal up position and maintaining said bed frame in said horizontal up position;

(3) support means ***attached to*** each of the ***opposite side walls of said trailer*** to receive said projecting support members to support said bed frame in the horizontal down position;

(4) stop means attached at each end of the rear wall of said trailer to receive said ***roller members*** so as to support said bed frame in the horizontal down position; and

(5) means for initiating the movement of said bed frame in a downward direction.

2. Claim 12

A movable bed frame assembly installed in a conventional trailer and capable of movement to a horizontal down position and to a horizontal up position, comprising:
(1) ***a bed frame*** having ***roller members attached to a rear end of the bed frame*** and projecting support members formed at ***a front end of the bed frame;***

(2) autonomous ***counterbalance*** piston members secured to said bed frame and to ***opposite side walls of said trailer*** pushing toward ***a rear wall of said trailer*** and adapted for moving said bed frame from the horizontal up position to the horizontal down position and back up to said horizontal up position, said autonomous ***counterbalance*** piston members limiting the extent of travel of said bed frame to said horizontal up position and maintaining said bed frame in said horizontal up position;

(3) support members ***attached to*** each of the ***opposite side walls of said trailer*** to receive said projecting support members to support said bed frame in the horizontal down position;

(4) stop members attached at each end of the rear wall of said trailer to receive said ***roller members*** so as to support said bed frame in the horizontal down position and

(5) a strap member for initiating the movement of said bed frame in a downward direction.

3. Claim 20

A moveable bed assembly for installation in a conventional trailer and capable of movement to a horizontal down position to a horizontal up position, comprising;
(1) ***a bed frame*** having ***a front end, a rear end, roller members attached to*** said rear end, and projecting support members formed at said front end;

(2) autonomous ***counterbalance*** piston members secured to said bed frame and for attachment to opposite side walls of said trailer and for pushing toward ***a rear wall of said trailer*** and adapted for moving said bed frame from the horizontal up position to the horizontal down position and back up to said horizontal up position, said autonomous ***counterbalance*** piston members limiting the extent of travel of said bed frame to said horizontal up position and maintaining said bed frame in said horizontal up position.

B. "A Bed Frame"

Plaintiff contends that a bed frame should be construed to mean "a structure that possesses roller members and projecting support members, and that is capable of supporting a mattress." (Plaintiff's Brief at 2-3.) The Defendants argue that a bed frame means "a structure capable of supporting a mattress." (Defendants' Brief at 3-4.) The parties agree that the Defendants' construction is the ordinary and customary construction of the term, but Plaintiff argues that in context its definition should apply. (Plaintiff's Brief at 3.)

Plaintiff accepts the Defendants' meaning of "a bed frame" if the Court adopts its definition of "attached to."

(Plaintiff's Reply at 4). The Court tentatively adopts the Plaintiff's definition of "attached to" and therefore this term is no longer in dispute and the common meaning applies. *See* infra s. D.

C. "Roller Members"

Plaintiff contends that roller members should be construed to mean wheel portions of the bed frame. (Plaintiff's brief at 4). Defendants contend that roller members are simply wheels. (Defendants' brief at 5). The parties agree that the common meaning of roller is wheel, but Plaintiff argues that the word "member" makes the wheels part of the bed frame. (Plaintiff's brief at 4).

Plaintiff accepts the Defendants' meaning of "roller members" so long as the Court adopts its definition of "attached to." (Plaintiff's Reply at 4.) The Court tentatively adopts the Plaintiff's definition of "attached to" and therefore this term is not in dispute and the common meaning applies. *See* infra s. D.

D. "Attached To"

Plaintiff construes "attached to" to mean "fastened or affixed in the proximity of." (Plaintiff's brief at 5-7.) Defendants contend that the term means "fastened or affixed in contact with." (Defendants' Brief at 6-9.) The parties agree that attached means fastened or affixed, but Plaintiff argues that "to" is "a function word to indicate contact or proximity" where Defendants contend "to" means "in contact with."

The parties definitions of "to" appear in the Mirriam Webster OnLine Dictionary and the American Heritage dictionary, respectively. (Plaintiff's brief, Exhibit 4; Defendants' Brief, Exhibit A). To determine which of the proposed meanings is more appropriate, the Court considers the usage of the terms in context. E-Pass Technologies, Inc., 343 F.3d at 1368.

The claims describe roller members attached to a rear end of a bed frame. *See* Patent Claims 1, 12, 20. All of the figures used in the patent show the roller member attached to the bed frame by a short connector piece. *See* Patent Figure 6; *see also* Plaintiff's reply brief at 1 showing patent figure 2 and labeling connector piece.) None of the figures show that the roller is in direct contact with the bed frame. The Court generally construes a claim in a way that does not exclude the preferred embodiment of the patented device. Gentry Gallery v. Berkline Corp., 134 F.3d 1473, 1477 (Fed.Cir.1998). Since Defendants' definition of "to" as "in contact with" excludes the figures shown in the patent, this cannot be the meaning used in the patent. The common use of the term "to" as a function word to indicate contact or proximity describes the way that the wheels are affixed in relationship with the bed frame in the figures. *See* Mirriam-Webster OnLine Dictionary. This common meaning of "to" applies in this patent.

E. "A front end of the bed frame" and ("A Front End")

Plaintiff contends that this term refers to "a portion of the bed frame, opposite the rear end of the bed frame, at which projecting support members are located." (Plaintiff's brief at 9-11). Defendants contend that this phrase means "opposite the rear end." (Defendant's brief at 11).

A patent applicant may consistently and clearly use a term in a manner either more or less expansive than its general usage and thus expand or limit the scope of the term in the context of the patent claims. *Resqnet.com, Inc. v. Lansa, Inc.,* 346 F.3d 1347, 1378 (Fed.Cir.2003). The patent consistently refers to "projecting support members formed at a front end of the bed frame." (Patent claim 1, claim 5, claim 12, claim 16.) The patentee gave a specific meaning to this term, and Plaintiff's definition of "a portion of the

bed frame opposite the rear end of the bed frame, at which projecting support members are located" applies.

F. "A rear end of the bed frame" (and "A rear end")

Plaintiff argues that the phrase "a rear end of the bed frame" means "a portion of the bed frame at which roller members are attached." (Plaintiff's brief at 7-9.) Defendants argue that the term means the "portion of the bed located nearest the back wall of the trailer." (Defendants' brief at 9-11).

The dictionary definitions of "rear" include "the back part of something" and "the part of something located opposite its front." Merriam-Webster Online Dictionary, Plaintiff's Brief Exhibit 4. A patent applicant may consistently and clearly use a term in a manner either more or less expansive than its general usage and thus expand or limit the scope of the term in the context of the patent claims. *Resqnet.com, Inc. v. Lansa, Inc.*, 346 F.3d 1347, 1378 (Fed.Cir.2003). The patent consistently refers to "roller members attached to a rear end of the bed frame" and does not refer to the rear end in other contexts. (*See* Patent claim 1, claim 5, claim 12, claim 16; see also claim 20.) Nothing in the patent supports the Defendants' contention that the rear end of the bed frame must coincide with the rear of the trailer. The Court finds that "a portion of the bed frame opposite the front end of the bedframe, at which roller members are attached," is consistent with the above construction of the analogous terms "a front end of the bed frame" and is the proper construction in the context of this patent.

G. "A Rear Wall of Said Trailer"

Plaintiff contends that "a rear wall of said trailer" should be construed to mean "a wall of the trailer that faces the 'rear end of the bed'." (Plaintiff's brief at 12.) Defendants contend this phrase means "the back wall of the trailer." (Defendants' brief at 12.)

The dictionary definition of the word "rear" is the "back part of something" or "located opposite its front." (*See* Plaintiff's Brief, Exhibit 4.) Although the patentee referred to this wall as "the rear wall" and "the back wall" of the trailer throughout the preferred embodiments section of the patent, the claims refer initially to "a rear wall" followed by "the rear wall." The claims, not the specifications, are the measure of the invention. Johnson & Johnson Assoc. v. R.E. Serv. Co., 285 F.3d 1046, 1052 (Fed.Cir.2002) (*en banc*). The indefinite article "a" is defined as "a function word before a singular noun when the referent is unspecified" (Plaintiff's Exhibit 4, at 64) whereas the specific article "the" refers to a noun that "is definite or has been previously specified by context" (Mirriam-Webster OnLine dictionary definition of "the"). The application of these meanings to the pertinent references in the claims compel the conclusion that the claims define the term as "a rear wall of said trailer." The Court applies its common meaning "a back wall of said trailer."

H. "Opposite Side Walls of Said Trailer"

The Plaintiff contends that the phrase opposite side walls means "any two opposing walls of the trailer" while the Defendants claim the term means "each of the two side walls of the trailer." (Plaintiff's brief at 11-12, exhibit 3 joint claim chart, line 16; Defendants brief at 15-16.) The claims as well as the specification consistently refer to "opposite side walls of said trailer." The ordinary language is quite clear and the Court will not broaden or limit its plain meaning.

I. "Autonomous counterbalance means"

1. Limitations of means-plus-function clause, Claim 1

The parties agree that claim 1 contains a means-plus-function clause. (Plaintiff's brief at 15; Defendants' brief at 17; Joint Claim Chart of All Terms, box 16.) A means-plus-function clause recites a function to be performed rather than a definite structure or materials for performing the function. Lockheed Martin Corp. v.. Space Systems, 324 F.3d 1308, 1319 (Fed.Cir.2003); 35 U.S.C. s. 112 para. 6. Such a limitation must be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof. *Id*.

Once the court establishes that a means-plus function limitation is at issue, it must identify and construe that limitation, thereby determining what the claimed function is, and what structures disclosed in the written description correspond to the means for performing that function. *Id*. In this case the parties agree that the specified function described in the claim is "adapted for moving said bed frame from the horizontal up position to the horizontal down position and back up to said horizontal up position." Plaintiff's Brief, Exhibit 3 at 2. The parties dispute whether the words "autonomous counterbalance" preceding "means" to perform this function have meaning. Plaintiff argues that no meaning should be imparted on these words because they are mere labels for the function described and that no case law shows that these terms limit a claim. (Plaintiff's brief at 15-17; Reply at 9). The Defendants argue that the particular words chosen to describe the means must have meaning and no case law shows that these terms should not limit the claim. (Defendants' Brief at 17).

Interpretation of a disputed claim term must be consistent throughout the patent absent a clear indication to the contrary. Southwall Tech Inc. v. Cardinal IG Co., 54 F.3d 1570, 1579 (Fed .Cir.1995). The parties agree that the terms "autonomous" and "counterbalance" have meanings in claims 12 and 20. (*See* Notice of Filing Joint Claim Construction Statement filed Jan. 11, 2005, Joint Claim Chart of All Terms, box 53-54, 91-92.) Since Plaintiff has not provided a clear indication that the terms do not have any meaning in claim 1, these terms maintain their consistent meaning throughout the patent including in claim 1.

2. Autonomous

The parties agree that autonomous means "operating without an outside source of pressure or energy." *Id*. box 53, 91. This definition applies to the word in claim 1, and throughout the patent. See Southwall Tech Inc. v. Cardinal IG Co., 54 F.3d 1570, 1579 (Fed.Cir.1995).

3. Counterbalance FN1

FN1. Since Plaintiff did not address this issue in its opening brief, Defendants ask to be allowed to respond to Plaintiffs' argument. (Defendants' Brief at 17). Since Defendant had the opportunity to respond to the proposed meaning in the Joint Claim Chart of All Terms, the Court finds that no further briefing of this term is required.

Defendants argue that the Court should construe "counterbalance" as "offsetting the weight of the bed to achieve a balancing condition in which the bed can easily be moved up and down ***by the strength of an eight year old child.***" (Defendants' brief at 19). In the Joint Claim Construction Statement, Plaintiff construed the term the same way, but excluded the last clause of " ***by the strength of an eight year old child.***" (Notice of Filing Joint Claim Construction Statement filed Jan. 11, 2005, Joint Claim Chart of All Terms, box 54.)

The dictionary defines counterbalance as "to make something balance by putting equal weight on the opposite side." (Mirriam-Webster Online Dictionary; American Heritage Dictionary, 4th Ed.). The patentee's statement to the patent office specifically states "the concept of counterbalance is to offset a weight to arrive at a balancing condition." (Defendant's Brief, Exhibit B at Bates stamp page 81). These definitions of the term are consistent with the Plaintiff's proposed construction as "offsetting the weight of the bed to achieve a balancing condition in which the bed can easily be moved up and down."

Although the patentee described his counterbalance system as being one that allows a child of eight years to move the bed frame assembly up or down easily, Patentee did not use the term counterbalance in a way that indicates the definition must include "by the strength of an eight year old child." (Defendant's Brief, Exhibit B at Bates stamp page 81). Furthermore, the term counterbalance appears throughout the claims without reference to a child. (Patent claims 1-5, 7-9, 11, 12, 14-16, and 18-21).

Since the Plaintiff's proposed construction is consistent with the common use of the term and the patentee's use, Plaintiff's proposed construction of counterbalance as "offsetting the weight of the bed to achieve a balancing condition in which the bed can easily be moved up and down" applies.

J. Limitations from Preamble

The Plaintiff contends that some of the preamble language limits the claims, while Defendants maintain that the preambles in claims 1, 12, and 20 are not limiting. FN2 (Plaintiff's Brief at 17-20; Defendants' Brief at 22-23). The Plaintiff has not identified which terms in the preamble are limiting. FN3 Since neither party has requested an interpretation of the language in the preamble the Court does not determine whether this limits the claims.

FN2. The preambles of claims 1, 12, and 20 contain the following, identical, language:
"A movable bed frame assembly installed in a conventional trailer and capable of movement to a horizontal down position and to a horizontal up position".

FN3. Defendants request the opportunity to brief the Court if Plaintiff does provide such terms. (Defendants' brief at 23).

K. Terms no Longer in Dispute

The parties have agreed on the meaning of some terms listed as in dispute on the parties joint claim construction statement that was filed on January 11, 2005. Defendants have accepted Plaintiff's definition of "each end of the rear wall." *See* Defendants' brief at 16. Plaintiffs have accepted Defendants' definition of "adapted for moving said bed frame from the horizontal up position to the horizontal down position and back up to said horizontal up position", "to receive said projecting support members to support said bed frame in the horizontal down position", and "to receive said roller members so as to support said bed-frame in the horizontal down position." (Plaintiff's Brief at 17.) Since these terms are not in dispute the Court does not construct these terms.

V. CONCLUSION

Based on the forgoing, the Court concludes that in claims 1, 12, and 20:

a) "a bed frame" means "a structure capable of supporting a mattress";

b) "Roller members" means "wheels";

c)"attached to", means "fastened or affixed in the proximity of";

d) "a front end of the bed frame" and "a front end" mean "a portion of the bed frame opposite the rear end of the bed frame, at which projecting support members are located";

e) "a rear end of the bed frame" and "a rear end" mean "a portion of the bed frame opposite the front end of the bedframe, at which roller members are attached";

f) "a rear wall of said trailer" means "a back wall of said trailer";

g) "opposite side walls of said trailer" means "opposite side walls of said trailer";

h) "autonomous" has meaning in claim 1 as in other claims and it means "operating without an outside source of pressure or energy";

i) "counterbalance" has meaning in claim 1 as in other claims and it means "offsetting the weight of the bed to achieve a balancing condition in which the bed can easily be moved up and down";

j) "in a conventional trailer" in the preambles of these claims is a limitation on the claims, and the other terms in the preambles are not limitations; and

k) all other previously disputed terms not construed in this order are no longer disputed by the parties.

IT IS SO ORDERED.

C.D.Cal.,2005.
Weekend Warriors Trailers v. Thor California Inc.

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