United States District Court,
C.D. California.

SANYO ELECTRIC CO. LTD,
Plaintiff.
v.
MEDIATEK INC., et al,
Defendants.

No. CV 05-2580 RSWL (JTLx)

Aug. 17, 2006.

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ORDER DENYING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT FOR NONINFRINGEMENT OF U.S. PATENT NO. 5,818,801

RONALD S.W. LEW**, United States District Judge.**

Defendants Motion for Summary Judgment for a finding of noninfringement of U.S. Patent No. 5,818,801 (the '801 Patent") was taken under submission on July 27, 2006. Pursuant to Rule 78 of the Federal Rules of Civil Procedure and Central District Local Rule 7-15, the Court finds that oral argument on this matter is not necessary and the Court **THE COURT NOW FINDS AND RULES AS FOLLOWS:**

Defendants' Motion for Summary Judgment for a finding of noninfringement requires claim construction of the '801 Patent's Claim 5 and dependent claims 6 and 7. Claim 5 states that a CD-ROM decoder includes:

An operation controller for controlling output interface circuit and said audio data reproduction circuit, wherein said operation controller allows said output interface circuit to operate when said data includes said CD-ROM digital data and allows said audio data reproduction circuit to operate when said data includes said audio digital data before said CD-ROM data is sent to said error correction circuit.

Defendant Mediatek argues that " *allows said audio data reproduction circuit to operate when said data includes said audio digital data* " is a limitation requiring that the microprocessor must enable the audio playback circuitry every time the date being processed includes audio data.

Plaintiff argues that Mediatek is essentially arguing that Claim 5 must be read with the limitation that "allows" = "enables" and "when" = "every time." Sanyo argues that this belies the commonly understood meaning of the terms and the way they are used in the patent. No special or extraordinary meaning is given to "allows" and "when" in the patent, nor does the patentee use language that limits or disavows their plain usage.

Legal Standard: Claim Construction

An infringement analysis involves a two-step inquiry: (1) determining the meaning and scope of the patent claims asserted to be infringed; and (2) comparing the properly construed claims to the accused device. Markman v. Westview Instruments, Inc., 52 F.3d 967, 976 (Fed.Cir.1995), *aff'd,* 517 U.S. 370, 116 S.Ct. 1384, 134 L.Ed.2d 577 (1996).

1. Principles of claim construction

Claim construction of a patent, including terms of art within claims, is exclusively within the province of the court, not the jury. Markman v. Westview Instruments, Inc., 517 U.S. 370, 388-89, 116 S.Ct. 1384, 134 L.Ed.2d 577 (1996).

It is well-settled that, in interpreting an asserted claim, the court should look first to the intrinsic evidence of record, i.e., the patent itself, including the claims, the specification and, if in evidence, the prosecution history. *See* Markman, 52 F.3d at 979, 34 U.S.P.Q.2d at 1329. Such intrinsic evidence is the most significant source of the legally operative meaning of disputed claim language.

Vitronics Corp. v. Conceptronic, Inc., 90 F.3d 1576, 1582 (Fed.Cir.1996).

The first step is to look to the words of the claims themselves, both asserted and nonasserted, to define the scope of the patented invention. *Id*. Second, it is necessary to review the specification to determine whether the inventor has used any terms in a manner inconsistent with their ordinary meaning. *Id*.

The specification acts as a dictionary when it expressly defines terms used in the claims or when it defines terms by implication. *Id*. "Claims must be read in view of the specification, of which they are a part." *Id*. (*citing* Markman, 52 F.3d at 979). The specification is always highly relevant to the claim construction analysis, and usually, it is dispositive; it is the single best guide to the meaning of a disputed term. *Id*. The drawings or figures of the patent are considered with the specification in interpreting claim language. Wright Medical Tech., Inc. v. Osteonics Corp., 122 F.3d 1440, 1443 (Fed.Cir.1997).

Third, the court may also consider the prosecution history of the patent, if in evidence. Vitronics Corp., 90 F.3d at 1582.

In addition, the Court should not read into a patent limitations that do not exist in the claims. As the Federal Circuit recently held, "[t]he danger of improperly importing a limitation is even greater when the purported limitation is based upon a term not appearing in the claim." Amgen, Inc. V. Hoechst Marion Roussel, Inc., 314 F.3d 1313, 1325 (Fed.Cir.2003) (internal citations omitted).

Moreover, like contract interpretation, the Court should first give claim terms their ordinary and accustomed meanings.

Claim terms take on their ordinary and accustomed meanings unless the patentee demonstrated *an intent to deviate from the ordinary and accustomed meaning of a claim term by redefining th e term or by characterizing the invention in the intrinsic evidence using words or expressions of manifest exclusion or restriction, representing clear disavowal of claim scope*.

Apex, Inc. v. Raritan Computer, Inc., 325 F.3d 1364, 1377 (Fed.Cir.2003) (emphasis added) (citation omitted).

In fact, the Federal Circuit has issued a ruling instructive on this issue. In Rexnord Corp. v. Laitram Corp., 274 F.3d 1336, 1343-44 (Fed.Cir.2001) the Federal Circuit overruled the district court's holding that the claim term "portion" was to be accorded a meaning narrower than its customary meaning, by finding that the district court had improperly relied on the *preferred* embodiment, the drawings, and one passage in the prosecution history to overcome the presumption.

Finally, if an analysis of the intrinsic evidence alone will resolve any ambiguity in a disputed claim term, it is improper to rely on extrinsic evidence. *Id*. at 1583. Extrinsic evidence is that evidence which is external to the patent and file history, such as expert testimony, inventor testimony, dictionaries, and technical treatises and articles. *Id*. at 1584. Extrinsic evidence in general, and expert testimony in particular, may be used only to help the court come to the proper understanding of the claims; it may not be used to vary or contradict the claim language. *Id*.

This approach was affirmed in the Federal Circuit's most *en banc* decision, Phillips v. AWH Corp., 415 F.3d 1303, 1317 (Fed.Cir.2005). In that case, the Court reiterated that "[w]e have viewed extrinsic evidence in general as less reliable than the patent and its prosecution history in determining how to read claim terms." *Id*.

Following this guidance and framework, this Court finds that the '801 Patent's Claim 5 and the specification *only* requires that the microprocessor *permits* (allows) audio data to leave through the audio reproduction circuit and *not* that the audio data must always leave that way. Additionally, nothing in the claim language, specifications, or prosecution history supports a finding that "allows" is limited to an understanding of "enable" meaning to turn on from a previously turned off starting point. As to "when," this term appears multiple times in the '801 Patent and none support an interpretation of "every time." "When" simply means that "at the time."

Here, it is inappropriate for this Court to find that Mediatek's argument is correct, as there is little to support overcoming the heavy presumption that the terms carry their ordinary meaning. As such, for the purposes of Claim 5 and its dependant claims 6 and 7, the plain terms are interpreted as (1) "allows" meaning "to permit" and (2) "when" meaning "at the time" instead of Defendants' more restrictive interpretation.

Therefore, Defendants' Motion for Noninfringement of the '01 Patent is **DENIED.**

Plaintiff Sanyo has argued that if its interpretation Claim 5 is adopted that Defendant Mediatek has admitted infringement. This Court finds that genuine issues of material fact exist as to whether Defendants infringe Plaintiff's ' 801 Patent either literally or through the Doctrine of Equivalence. Therefore, while not made in a separate motion, Plaintiff's request for a finding of infringement as a matter of law is **DENIED.**

IT IS SO ORDERED.

C.D.Cal.,2006.
Sanyo Elec. Co. Ltd. v. Mediatek Inc.

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