

United States District Court,  
W.D. Texas, Austin Division.

**CROSSROADS SYSTEMS, (TEXAS), INC.,**  
v.  
**CHAPARRAL NETWORK STORAGE, INC. v.**

Nos. A 00 CA 217 SS, A 00 CA 248 SS

**July 27, 2000.**

Alan D. Albright, Fish & Richardson, PC, Austin, TX, Alexander Rogers, John Allcock, John Giust, Matthew C. Bernstein, Sean C. Cunningham, Gray Cary Ware & Frendenrich, San Diego, CA, Lester C. Houtz, Bartlit, Beck, Herman, Palenchar, Denver, CO, for Crossroads Systems, (Texas), Inc.

David D. Bahler, Fulbright & Jaworski, L.L.P., John Pike Powers, Michael C. Barrett, Fulbright & Jaworski, Austin, TX, Kenzo S. Kawanabe, Thomas P. Johnson, Davis, Graham & Stubbs, LLP, Denver, CO, for Chaparral Network Storage, Inc.

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**ORDER**

**SAM SPARKS, District Judge.**

BE IT REMEMBERED that on the 25th day of July 2000 the Court, in accordance with *Markman v. Westview Instruments, Inc.*, 52 F.3d 967 (Fed.Cir.1995), *aff'd*, 517 U.S. 370, 116 S.Ct. 1384, 134 L.Ed.2d 577 (1996), held a hearing at which the parties appeared by representation of counsel and made oral arguments on their proposed claims construction. At the hearing, the parties presented a Joint Stipulation of Claim Construction, indicating that the parties have agreed upon the definitions for seventeen terms and/or phrases in U.S. Patent No. 5,941,972 ("the '972 patent"), and that only ten terms and/or phrases in the '972 patent remain in dispute. After considering the briefs, the case file as a whole, and the applicable law, the Court enters the following opinion and order.

**I. Standard for Claims Construction**

The construction of claims, or the definition of the terms used in the claims, is a matter of law for the Court. When adopting a claim construction, the Court should first consider the intrinsic evidence, which includes the claims, the specification, and the prosecution history. *See Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1582 (Fed.Cir.1996) (explaining that intrinsic evidence is "the most significant source of the legally operative meaning of disputed claim language"). Not surprisingly, the starting point is always "the words of the claims themselves." *Id.*; *see also Comark Communications, Inc. v. Harris Corp.*, 156 F.3d 1182, 1186 (Fed.Cir.1998). The words of the claims are generally given their ordinary and customary meaning, unless the patentee intended to use a "special definition of the term clearly stated in the patent specification or file history." *Vitronics*, 90 F.3d at 1582. Thus, the Court must review the specification and file history to determine whether the patentee intended to use any such "special" definitions. *See id.* The specification and file history may also be consulted as general guides for claim interpretation. *See Comark*, 156 F.3d at 1186.

The specification and file history, however, are not substitutes for the plain language of the claims. The specification is not meant to describe the full scope of the patent-it includes only a written description of the invention, sufficient to enable a person skilled in the art to make and use it, as well as the invention's "best mode." *See* 35 U.S.C. s. 112. Thus, the claims may be broader than the specification, and generally should not be confined to the examples of the invention set forth in the specification. *See* Comark, 156 F.3d at 1187 ("Although the specification may aid the court in interpreting the meaning of disputed claim language, particular embodiments and examples appearing in the specification will not generally be read into the claims."). Indeed, the Federal Circuit has repeatedly emphasized that "limitations from the specification are not to be read into the claims." *Id.* at 1186.

In addition to examining the intrinsic evidence the Court may, in its discretion, receive extrinsic evidence regarding the proper construction of the patent's terms. *See* Key Pharmaceuticals v. Hereon Labs. Corp., 161 F.3d 709, 716 (Fed.Cir.1998) ("[T]rial courts generally can hear expert testimony for background and education on the technology implicated by the presented claim construction issues, and trial courts have broad discretion in this regard."). The plaintiff has provided an expert affidavit and the defendant has provided excerpts from several dictionaries as extrinsic evidence concerning the construction of the terms of the '972 patent.

## **II. "implements access controls for storage space on the SCSI storage devices"**

This phrase is used in claims 1, 10 and 11 of the '972 patent. The parties dispute whether the phrase refers to "access controls" only for certain subsections of a divided SCSI storage device, or whether it also includes limiting access to entire undivided SCSI storage devices. The plaintiff argues the phrase includes both kinds of access controls; the defendants say the phrase refers only to access controls for various subsections within a single divided SCSI storage device. The defendants also argue the plaintiff's construction is improper because, if adopted, it will result in the '972 patent being invalidated by prior art.

The plaintiff proposes the following definition: "provides controls which limit a computer's access to a specific subset of storage devices or sections of a single storage device." *See* Plaintiff's Brief, at 20. The defendants propose the phrase should be defined as "partitions the storage space on each one of the SCSI storage devices and defines the accessibility of each resulting partition." *See* Defendants' Brief, Ex. 2. The Court agrees with the plaintiff.

The intrinsic evidence of the '972 patent shows the plaintiff's invention is intended to restrict access both to subsections of a SCSI storage device, as well as to entire, undivided SCSI devices. First, the plain language of this phrase refers only to "storage space" and does not limit the space only to subsections of a divided SCSI storage device. Second, Figure 3 of the '972 patent supports a broad reading of this phrase. Figure 3 shows three SCSI storage devices, two of which are undivided (60 and 64). The third device (62) is divided into four subsections of storage space. From the simple labeling on Figure 3, it is clear that the entire, undivided storage device (64) is meant to be accessed only by a single workstation (computer E). Thus, Figure 3 expressly shows that the plaintiff's invention contemplates using "access controls" for an entire, undivided storage device as well as for the divided subsections within a single storage device. FN1 Third, the language of the specification expressly describes limiting access to an entire, undivided SCSI storage device. Specifically, in referring to Figure 3, the specification states "storage device 64 can be allocated as storage for the remaining workstation 58 (workstation E)." *See* '972 Patent, at 4:20-4:21. At the hearing, the defendants' counsel argued that, simply because Figure 3 describes this feature does not mean the feature was intended to be part of the claimed invention. The Court soundly rejects this argument. Figure 3 is meant to be an example of how the plaintiff's claimed invention can be implemented, and the specification clearly describes this figure as illustrating one implementation of the claimed invention. Adopting the defendants' argument would ignore a fundamental principle of claims construction, oft repeated in the defendants' brief and oral arguments, that the specification is "the single best guide to the meaning of a disputed term." *See*

Vitronics, 90 F.3d at 1582. Finally, the defendants correctly point out that the specification also refers to the single, undivided storage device (64) as a "partition (i.e., logical storage definition)." *See* '972 Patent, at 4:44-4:47. Rather than compel the defendants' proposed construction, however, this language supports the plaintiff's argument at the hearing that a discrete unit of storage-whether an entire SCSI storage device or a subsection within that device-can be referred to as a "partition." FN2

The defendants also argue that, even if the intrinsic evidence supports the plaintiff's proposed definition, this definition is nonetheless improper because it would cause the '972 patent to read directly upon prior art (and therefore be invalid). It is true that "claims should be read in a way that avoids ensnaring prior art if it is possible to do so." *Harris Corp. v. IXYS Corp.*, 114 F.3d 1149, 1153 (Fed.Cir.1997). However, the defendants have not shown that the prior art at issue-the Lui patent-would be "ensnared" by adopting the plaintiff's definition. Importantly, the Lui patent was part of the prior art expressly considered by the patent examiner before granting the '972 patent. The patent examiner apparently did not use the Lui patent to reject a single claim in the '972 patent. The patent examiner also did not issue an Office Action requiring the plaintiff to distinguish its invention from the Lui patent on access control (or any other) grounds. Although the Patent Office is not the model of efficiency or thoroughness, its failure to cite the Lui patent as potentially invalidating prior art creates a strong presumption that the Lui patent does not read upon the plaintiff's claimed invention. In addition, it does not appear to the Court that the Lui patent reads upon the '972 claimed invention. While the Lui patent does disclose a system of Fibre Channel computers and SCSI storage devices, *see* Defendants' Brief, Ex. 6, at 2:53-2:65, the similarities end there. The Lui patent concerns an invention of "bypass circuits" used to "prevent the failure of any device" in the system. *See id.*, at Abstract. The invention of the Lui patent is not concerned with the swift transfer of information across a router, and thus does not disclose techniques for mapping, implementing access controls, or a memory buffer.FN3 At the hearing, the defendants' counsel suggested that Figure 2 of the Lui patent discloses the claimed invention of the '972 patent. However, Figure 2 of the Lui patent is not a part of the Lui invention; rather it is an illustration of a "conventional" network system that the Lui invention allegedly improves upon. *See id.* at 3:66. The Court rejects the defendants' argument that "conventional" network systems also read directly upon the '972 claimed invention. The patent examiner may have let one piece of prior art slip by; he or she would not have missed a "conventional" network system directly applicable to the plaintiff's claimed invention.

In sum, the Court will adopt the plaintiff's proposed definition and construe the phrase "implements access controls" in the claims of the '972 patent to mean "provides controls which limit a computer's access to a specific subset of storage devices or sections of a single storage device."

### **III. "allocation of subsets of storage space to associated Fibre Channel devices, wherein each subset is only accessible by the associated Fibre Channel device"**

The dispute here is essentially the same as in the preceding section. This phrase is used in claims 2, 8 and 12 of the '972 patent. As it did with the "implements access controls ..." phrase, the plaintiff argues the "allocation ..." phrase means that specific Fibre Channel devices can be allocated storage space on subsections of a single SCSI storage device and on entire, undivided SCSI storage devices. The defendants stick to their general argument on this issue, and contend the phrase means storage space can only be allocated on subsections of a single divided SCSI storage device. Both parties agree this storage space, however it is defined, can only be accessed by the specified Fibre Channel device(s).

The plaintiff's proposed definition is "subsets of storage space are allocated to specific Fibre Channel devices." *See* Plaintiff's Brief, at 26. The defendants say the phrase should be defined to mean "one or more partitions that are only accessible by a single Fibre Channel device," *See* Defendants' Brief, Ex. 2. For the reasons discussed in the preceding section, the Court adopts the plaintiff's proposed construction.

### **IV. "supervisor unit"**

This term is used in claims 1, 2 and 10 of the '972 patent. The plaintiff contends this term should be defined as "a microprocessor programmed to process data in a buffer in order to map between Fibre Channel devices and SCSI devices and which implements access controls." *See* Plaintiff's Brief, at 25. The defendants argue the term should be defined as "an Intel 80960RP processor" with several specific features. *See* Defendants' Brief, Ex. 2.

The defendants argue their construction is mandated by the means-plus-function analysis of s. 112(6) of the Patent Act, because the claims of the '972 patent do not adequately describe the "supervisor unit" to be used. *See* Defendants' Brief, at 15-17. The plaintiff argues that s. 112(6) does not apply because the term "means" is not used with the term "supervisor unit" and because the term "supervisor unit" is adequately described by other claim language in the '972 patent. *See* Plaintiff's *Markman* Exhibits, at 35-39.

Section 112(6) of the Patent Act provides that when a claim refers to the "means for" a specific act, but fails to adequately describe these means, the means then must be defined by reference to the specification. *See* 35 U.S.C. s. 112(6).FN4 If the claim language at issue does not include the term "means," there is a presumption that the s. 112(6) means-plus-function analysis does not apply. *See Al- Site Corp. v. VSI Int'l, Inc.*, 174 F.3d 1308, 1318 (Fed.Cir.1999) ("[W]hen an element of a claim does not use the term 'means,' treatment as a means-plus-function claim element is generally not appropriate."). To overcome this presumption, the party seeking to apply s. 112(6) must show the claim language at issue is purely functional and that other claim language does not adequately describe the disputed term. *See id.* ("[W]hen it is apparent that the element invokes purely functional terms, without the additional recital of specific structure or material for performing that function, the claim element may be a means-plus-function element despite the lack of express means-plus-function language."). From a review of the claim language as a whole, the Court agrees with the plaintiff that the term "supervisor unit" is not purely functional, but refers instead to a device that can perform the tasks specifically listed in the claim language of the '972 patent. Specifically, claims 1, 2 and 10 of the '972 patent describe a "supervisor unit" that can: (1) maintain and map the configuration of networked Fibre Channel and SCSI storage devices; (2) include in this configuration an allocation of specific storage space to specific Fibre Channel devices; (3) implement access controls for the SCSI storage devices; and (4) process data in the storage router's buffer to allow an exchange between the Fibre Channel and SCSI storage devices. *See* '972 Patent, at Claims 1, 2 and 10. These are the same tasks described in the plaintiff's proposed definition. In addition, the specification expressly defines the "supervisor unit" as "a microprocessor" (a computer chip) and specifically as "a microprocessor for controlling operation of storage router 56 and to handle mapping and security access for requests between Fibre Channel 52 and SCSI bus 54." *See id.* at 5:7-5:10. However, neither the specification (nor the claim language) limits the '972 patent to the specific Intel computer chip referenced by the defendants. Although the defendants correctly point out that the Intel 80960 chip is the only computer chip expressly named in the '972 patent and the specification describes many features this chip, the defendants fail to note that the Intel 80960 chip is listed as only "one implementation" of the claimed invention's microprocessor. *See* '972 Patent, at 5:63. The defendants are attempting exactly what the Federal Circuit prohibits-to limit the claims to the preferred embodiment and examples of the specification. "This court has cautioned against limiting the claimed invention to preferred embodiments or specific examples in the specification." *Comark*, 156 F.3d at 1186 (quoting *Texas Instruments, Inc. v. United States Int'l Trade Comm'n*, 805 F.2d 1558, 1563 (Fed.Cir.1988)). The Court will not use an example of "one implementation" in the specification to limit the plain language of the claims. Accordingly, the Court adopts the plaintiff's definition of "supervisor unit" and will construe that term as used in the claims of the '972 patent to mean "a microprocessor programmed to process data in a buffer in order to map between Fibre Channel devices and SCSI devices and which implements access controls."

## **V. "SCSI storage devices"**

This term is used in claims 1, 4, 7, 9-11 and 14 of the '972 patent. The plaintiff argues that this term essentially needs no further definition because the term SCSI is so well-known in the industry, but proposes that the term can be further defined as "any storage device including, for example, a tape drive, CD-ROM

drive, or a hard disk drive that understands the SCSI protocol and can communicate using the SCSI protocol." *See* Plaintiff's Brief, at 18. The defendants argue the term should be defined as "any storage device that uses a SCSI standard and has a unique BUS:TARGET:LUN address." *See* Defendants' Brief, Ex. 2.

The Court agrees with the plaintiff. Essentially, the defendants contend their narrow definition should be used because it "comports with '972 specification" and its discussion of SCSI storage devices. *See* Defendant's Brief, at 14. However, the specification language referred to by the defendants is only one example of how the SCSI storage device addressing scheme "can" be represented. *See* '972 Patent, at 7:39. Again, the defendants are impermissibly trying to limit the claim language to an example given in the specification. *See* Comark, 156 F.3d at 1186-87. For the sake of extra clarity, the Court will adopt the plaintiff's proposed definition for this term.

## **VI. "process data in the buffer"**

This phrase is used in claims 1 and 10 of the '972 patent. The plaintiff argues the phrase is adequately defined on its own and by the surrounding claim language. The defendants contend the phrase should be defined as "to manipulate data in the buffer in a manner to (a) achieve mapping between Fibre Channel and SCSI devices, and (b) apply access controls and routing functions." *See* Defendants' Brief, Ex. 2.

The plain language of claims 1 and 10 disclose that the supervisor unit (the microprocessor) processes data in the buffer "to interface between the Fibre Channel controller and the SCSI controller to allow access from Fibre Channel initiator devices to SCSI storage devices using the native low level, block protocol in accordance with the configuration." *See* '972 Patent, at Claims 1 and 10. This language adequately describes what it means to "process data in the buffer" for these claims. Simply because the specification may use slightly different language to describe this "processing," *see id.* at 5:18-5:20, does not entitle the defendants to adopt the specification language over the plain language of the claims. The Court will not further define this phrase.

## **VII. "storage router"**

This term is used in claims 1-7 and 10 of the '972 patent. The plaintiff argues the term needs no further definition for claims 1-6, and for claim 7 it should be defined as "a device which provides virtual local storage, maps, implements access controls, and allows access using native low level block protocols." *See* Plaintiff's Brief, at 27. The defendants contend the term should mean "a bridge device that connects a Fibre Channel link directly to a SCSI bus and enables the exchange of SCSI command set information between application clients on SCSI bus devices and the Fibre Channel links." *See* Defendants' Brief, Ex. 2.

The defendants do not make any argument for their proposed definition in their brief, and did not discuss the term at the July 25 hearing. In their notebook of exhibits presented at the hearing, the defendants include one page which supports their definition with a quote from the specification. *See* Defendants' *Markman* Exhibits, "Markman Presentation" Tab, at 22. This argument is disingenuous. The specification language quoted by the defendants is immediately followed by several sentences further defining "storage router." Indeed, the next sentence begins "Further, the storage router applies access controls...." *See* '972 Patent, at 5:30. The defendants' attempt to limit the term "storage router" to one of several descriptive sentences in the specification is not well-taken. In addition, the Court finds the term "storage router," as used in all claims of the '972 patent, is adequately described by the additional language of the claims, which discloses in detail the various functions and/or qualities of the storage router. The Court will not further define this term.

## **VIII. "map"**

This term is used in claims 1, 7, 10 and 11 of the '972 patent. The plaintiff contends the term means "to create a path from a device on one side of the storage router to a device on the other side of the router, *i.e.*

from a Fibre Channel device to a SCSI device (or vice-versa). A 'map' contains a representation of devices on each side of the storage router, so that when a device on one side of the storage router wants to communicate to a device on the other side of the storage router, the storage router can connect the devices." *See* Plaintiff's Brief, at 22. The defendants argue the term means "to translate addresses." *See* Defendants' Brief, Ex. 2.

In support of their definition, the defendants point only to a dictionary definition of "map." *See* Defendants' Brief, at 13 and Ex. 4. The plaintiff, on the other hand, cites to specific portions of the specification that support its definitions of map (both as a verb and a noun) as used in the claims of the '972 patent. *See* Plaintiff's Brief, at 22 (citing '972 Patent, at 1:66-2:5 and 6:65-7:6). Because intrinsic evidence is far more salient than a dictionary definition, and because the Court agrees that the specification language cited by the plaintiff supports its construction of the term "map," the Court will adopt the plaintiff's proposed definition of this term.

### **IX. "Fibre Channel protocol unit" and "SCSI protocol unit"**

These terms are used in claims 5 and 6 of the '972 patent. The plaintiff contends these phrases should be defined as "a portion of the Fibre Channel controller which connects to the Fibre Channel transport medium" and "a portion of the SCSI controller which interfaces to the SCSI bus." *See* Plaintiff's Brief, at 27. The defendants say the terms mean "block and equivalents thereof that connects to the Fibre Channel transport medium" and "block and equivalents thereof that connects to the SCSI bus transport medium." *See* Defendants' Brief, Ex. 2.

The defendants argue the means-plus-function analysis of s. 112(6) should apply here because the terms are well-known and are not defined in two dictionaries cited by the defendants. *See* Defendants' Brief, at 7-8, 14-15, Ex. 4 and Ex. 5. However, the defendants do not indicate how the term should be defined in reference to the specification, and in fact contend "the '972 specification fails to reveal any structure corresponding to the claimed function." *See id.* at 8 and 15. The defendants then propose the word "block" should be used to describe these terms because the "protocol units" are "simply depicted as a block within the diagram of Figure 5" of the '972 patent. *See id.* This reasoning is wholly unpersuasive. Simply because a figure in the patent physically depicts the protocol units in a block-like shape, it does not follow that the units should be defined as "blocks or equivalents thereof." Under that reasoning, the SCSI storage devices, which are physically depicted as cylinders in the '972 patent, could be defined simply as "cylinders, oil drums or monkey barrels, or equivalents thereof." As the plaintiff correctly points out, the language of claims 5 and 6 plainly states that the "protocol units" for both devices are part of the "controllers" for the devices, and are intended to "connect" the devices to various "transport media" (*i.e.*, to various cables). *See* '972 Patent, at Claims 5 and 6. Accordingly, the Court adopts the plaintiff's definitions for these terms, and will construe the terms to mean "a portion of the Fibre Channel controller which connects to the Fibre Channel transport medium" and "a portion of the SCSI controller which interfaces to the SCSI bus."

### **X. "interface"**

In their Joint Stipulation of Claim Construction, the parties claim the meaning of the term "interface" is in dispute. However, this phrase is not discussed in any of the parties' briefs, and neither side presented an argument at the July 25 hearing as to why the term is disputed. This term has a standard and ordinary meaning—even to a federal judge—and the Court will not further define it.

### **XI. Undisputed Terms**

Finally, in their Joint Stipulation of Claim Construction, the parties have stipulated to the construction of 17 other terms in the '972 patent. The Court will therefore adopt these stipulated constructions, solely for the purpose of this lawsuit.

Accordingly, the Court enters the following order:

IT IS ORDERED that the attached construction of the patent claims will be incorporated into any jury instructions given in this cause and will be applied by the Court in ruling on the issues raised in summary judgment.

## CONSTRUCTION OF CLAIMS

U.S. PATENT NO. 5,941,972

### *Disputed Terms*

The phrase "implements access controls for storage space on the SCSI storage devices" means provides controls which limit a computer's access to a specific subset of storage devices or sections of a single storage device.

The phrase "allocation of subsets of storage space to associated Fibre Channel devices, wherein each subset is only accessible by the associated Fibre Channel device" means subsets of storage space are allocated to specific Fibre Channel devices.

A "supervisor unit" is a microprocessor programmed to process data in a buffer in order to map between Fibre Channel devices and SCSI devices and which implements access controls.

A "SCSI storage device" is any storage device including, for example, a tape drive, CD-ROM drive, or a hard disk drive that understands the SCSI protocol and can communicate using the SCSI protocol.

The term "map" means to create a path from a device on one side of the storage router to a device on the other side of the router, *i.e.* from a Fibre Channel device to a SCSI device (or vice-versa). A "map" contains a representation of devices on each side of the storage router, so that when a device on one side of the storage router wants to communicate with a device on the other side of the storage router, the storage router can connect the devices.

A "Fibre Channel protocol unit" is a portion of the Fibre Channel controller which connects to the Fibre Channel transport medium.

A "SCSI protocol unit" is a portion of the SCSI controller which interfaces to the SCSI bus.

### *Stipulated/Undisputed Terms*

A "buffer" is a memory device that is utilized to temporarily hold data.

A "direct memory access (DMA) interface" is a device that acts under little or no microprocessor control to access memory for data transfer.

A "Fibre Channel" is a known high-speed serial interconnect, the structure and operation of which is described, for example, in Fibre Channel Physical and Signaling Interface (FC-PH), ANSI X3.230 Fibre Channel Arbitrated Loop (FC-AL), and ANSI X3.272 Fibre Channel Private Loop Direct Attach (FC-PLDA).

A "Fibre Channel controller" is a device that interfaces with a Fibre Channel transport medium.

A "Fibre Channel device" is any device, such as a computer, that understands Fibre Channel protocol and can communicate using Fibre Channel protocol.

"Fibre Channel protocol" is a set of rules that apply to Fibre Channel.

A "Fibre Channel transport medium" is a serial optical or electrical communications link that connects devices using Fibre Channel protocol.

A "first-in-first-out queue" is a multi-element data structure from which elements can be removed only in the same order in which they were inserted; that is, it follows a first in, first out (FIFO) constraint.

A "hard disk drive" is a well known magnetic storage media, and includes a SCSI hard disk drive.

An "initiator device" is a device that issues requests for data or storage.

"Maintain(ing) a configuration" means keep(ing) a modifiable setting of information.

A "native low level, block protocol" is a set of rules or standards that enable computers to exchange information and do not involve the overhead of high level protocols and file systems typically required by network servers.

A "SCSI" (Small Computer System Interface) is a high speed parallel interface that may be used to connect components of a computer system.

A "SCSI bus transport medium" is a cable consisting of a group of parallel wires (normally 68) that forms a communications path between a SCSI storage device and another device, such as a computer.

A "SCSI controller" is a device that interfaces with the SCSI bus transport medium.

"Virtual local storage" is a specific subset of overall data stored in storage devices that has the appearance and characteristics of local storage.

A "workstation" is a remote computing device that connects to the Fibre Channel, and may consist of a personal computer.

FN1. Figure 3 also discloses-and the defendants do not dispute-that the plaintiff's invention contemplates limiting access to various subsections of the divided SCSI storage device (62).

FN2. The Court expressly notes, however, that it is not defining the term "partition" in this order, as that term is not used in the '972 claim language.

FN3. The defendants argue these features are "implicitly" found in the Lui specification and in any event were disclosed in other prior art. *See* Defendants' Brief, at 12 and n. 1. The Court is not persuaded that these features are "implicitly" disclosed by the Lui patent, and the other prior art briefly referenced by the defendants makes no mention of combining that prior art with the invention of the Lui patent, or vice-versa.

FN4. Section 112(6) reads as follows: "An element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure, material, or acts in support thereof, and such claim shall be construed to cover the corresponding structure, material, or acts described

in the specification and equivalents thereof." 35 U.S.C. s. 112(6).

W.D.Tex.,2000.

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