United States District Court,
S.D. Texas, Houston Division.

LASERDYNAMICS INC,
Plaintiff.
v.
ACER AMERICA CORPORATION, et al,
Defendants.

June 12, 2003.

Gregory M. Luck, Goodwin Gruber LLP, Randy J. McClanahan, McClanahan & Clearman, Houston, TX, for Plaintiff.

MARKMAN MEMORANDUM AND ORDER

KENNETH M. HOYT**, District Judge.**

I. INTRODUCTION

Before the Court are the opposing memoranda of the plaintiff, LaserDynamics, Inc., ("LaserDynamics") and the defendant, Mediamatics, Inc. ("Mediamatics") on the proper construction to be given various words and acronyms in the claims of U.S. Patent No. 6,215,743 ("the '743 Patent"). After reviewing the memoranda and conducting a "Markman" FN1 hearing in open Court, the Court determines that law and logic rest with LaserDynamics' interpretation of the proper meaning of the words and acronyms addressed, and the Court so holds.

FN1. A "Markman" hearing is instructive as it relates to the proper interpretation of a patent's claim(s) *See* 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).

II. BACKGROUND

The '743 Patent FN2 was issued on April 10, 2001, as a continuation of Application No. 5,982,723. The Abstract describes the invention as "A data recording and reproducing method for an optical disk data storage system to record data compressed at different data compression rates according to an operator's specification, and to reproduce the recorded data by decompressing ...." "The information of the data compression rate and the recorded area is stored in a *total of contents* (TOC) data ...." The invention goes on to describe its object as providing the ability "... to record data at different data compression rates and to reproduce the recorded data ...." Thus, "the present invention has as its objective to provide a multi-layered optical disk recording and reproducing system ... able to record data encoded by different encoding circuits at different data compression rates and to reproduce the data by selected decoding circuit."

FN2. The '743 Patent consists of six (6) independent and six (6) dependent claims.

III. CONTENTIONS OF THE PARTIES

The contentions of the parties focus primarily on six (6) terms FN3, all of which LaserDynamics contends should be given their "ordinary" meaning. On the other hand, Mediamatics initially proffered twelve (12) terms that it contends require construction by the Court. However, because the parties have resolved their differences as to several of the terms and, because to address other issues would be fortuitous, the Court will not express an opinion concerning other terms raised by Mediamatics.

FN3. For example, the parties agree on the definition of "decode." "Decode" means the process of decompressing recorded data that is the reverse of the process of encoding.

The terms that the parties dispute include the following: Table of Contents, DVD, Layer, Read or Reading, Route or Routing, and Decoder. These terms are interdisbursed throughout the twelve (12) claims, therefore, for purposes of this Memorandum, the Court will present only the relevant portions of selected claim(s). Thus, our discussion here focuses on the terms as they appear in claims one (1), two (2) and three (3).

IV. DISCUSSION

Claims one (1), two (2) and three (3) claim to invent:

Claim 1. A method usable with a multilayered optical disk; comprising:

i) selecting a data encoding technique and designating a layer and designating a location of the disk in which input data is to be stored;

ii) *routing* the input data to a data encoder; [Emphasis supplied]

iii) encoding the input data in accordance with the selected data encoding technique;

iv) recording the encoded data onto the designated location; and,

v) rewriting a *table of contents* data onto the disk to indicate the *layer,* the location and the selected data encoding technique. [Emphasis supplied]

...

Claim 2. The method of claim 1, wherein the optical disk comprises a *DVD* disk. [Emphasis supplied]
Claim 3. A method usable with an optical disk, comprising;

i) retrieving a table of contents data from the disk;

ii) storing the table of contents data into a memory;

iii) from the table of contents data stored in the memory, identifying a data encoding technique and a layer and a location in which recorded data is stored;

(iv) *reading* out and routing the recorded data at the identified layer and the identified location to a data *decoder;* and, [Emphasis supplied]

(v) decoding the readout recorded data in reference to the identified data encoding technique.

A.

LaserDynamics contends that the term "table of contents" means a concise list or guide. It refers the Court to Merriam Webster's Collegiate Dictionary, Tenth Edition for the "ordinary" meaning of the term. In the specification, LaserDynamics used the term "total of contents," yet, in the claims that term is not used. Thus, the acronym "TOC" and the term "Total of Contents" do not appear in the claims. LaserDynamics argues that the acronym and term are examples found only in the specification, therefore, the Court should interpret the term in the claims more broadly then used in the specification.

Mediamatics argues that the inventor coined "total of contents" and uses the acronym "TOC" to refer to "total of contents." They argue that the term is a technical terms and, therefore, "table contents" as used in the claims must be construed in reference to the "coined" term used in the specification. Given this approach to interpretation, Mediamatics contends that these terms, "table of contents" and "total of contents," when construed together, mean that "table contents" is not a term that is susceptible to its ordinary meaning.

In construing a claim, courts first look to the intrinsic evidence, the claims themselves, the patent specification, and the patent's prosecution history. Vitronics Corp. v. Conceptronic, Inc., 90 F.3d 1576, 1582 (Fed.Cir.1996). However, within the intrinsic evidence, the actual words of the claims are the focus of the analytical exercise. Digital Biometrics, Inc. v. Indentix, Inc., 149 F.3d 1335, 1344 (Fed.Cir.1998). Thus, the claims are the text and, therefore, the beginning point for understanding the inventor's intent. In this construct, the specification may be used to explain, discuss or illustrate a proper use of a term in a claim. But, the specification cannot be used to limit the meaning of a term in a claim. Teleflex Inc. v. Ficosa North Am. Corp., 299 F.3d 1313 (Fed.Cir.2002). This is so because words used in a claim are presumed to have their ordinary meaning. Id. at 1324. And, a departure is not warranted unless the specification or prosecution history expresses a "manifest exclusion" or restriction that is a clear disavowal of the claim scope.

In the case at bar, the evidence and the specification fail to demonstrate that the use of the term "total of contents" was meant to be a "manifest exclusion or restriction" on the term "table of contents" as used in the claims. The same construction applies to the acronym "TOC." The Court need not address whether the terms are synonymous or whether the term "total of contents" and the acronym "TOC" are a class or collection within the term "table of contents." It is enough to say that the use of the term "table of contents" in the claim is not limited by the use of the term "total of contents" or the acronym in the specification. Indeed, no internal conflict is revealed by the use of these terms as presented. Finally, the fact that the inventor used both, the term "total of contents" and the acronym "TOC," is of no moment because the term and acronym are not defined contrary to the ordinary meaning given the term "table of contents." Moreover, the manner of use, *i.e.,* in the specification or figures, defines only the parameters of the examples not the claims.

Mediamatics also challenges LaserDynamics' reliance on the "ordinary meaning" definition of "table of

contents" because LaserDynamics resorted to a dictionary for the definition of the term. This challenge is groundless since the use of dictionaries, encyclopedias and treatises are permitted in determining the ordinary and customary meanings of terms. Texas Digital Systems, Inc. v. Telegenix, Inc., 308 F.3d 1193, 1205 (Fed.Cir.2002). Thus, dictionaries and the like are not extrinsic evidence but instead are original sources from which the legal presumption of ordinary meaning finds residence.

B.

LaserDynamics next contends that the term "layer" as used in the claims means "a plane on a DVD disk where information is recorded." For this definition, LaserDynamics resorted to a dictionary of computer terms. *See DVD Demystified,* [2nd Ed., McGraw-Hill]. Mediamatics challenges this definition arguing that "because a 'plane' is a mathematical concept which has no thickness" the use of the term does not describe a product. Therefore, it argues, the Court should adopt its definition of "layer" which states that a "layer" is "a thin planar disk comprising a part of the optical disk and which can have digital information recorded on it." Mediamedics goes on to argue that its definition "physically defines a multi-layer DVD disk, which is the subject of the claims of the '743 Patent."

To adopt this definition would appear to have the effect of limiting or restricting "layer" to mean a "thin planar disk," thereby suggesting that an optical disk is composed of multi-disks. While this may appear to be a correct manner of defining "layer," the basis for inserting "planar disk" in the definition is not justified. Admittedly, a "plane," as used in mathematics, is a concept. However, its definition also embodies a product. As a product, it means "a smooth or perfectly level surface; or a part of something [a disk] having a level surface." *See Webster's Twentieth-Century Dictionary,* Publishers Guild, Inc (1939). It is not itself a disk but a location on a surface, or a surface itself. Id. Therefore, the Court rejects Mediamedics' definition of "layer" because it suggests a limitation that is inconsistent with the ordinary meaning of the term and its use in the claims. Texas Digital Systems, Inc., 308 F.3d at 1205.

C.

Mediamatics has also challenged LaserDynamics' definition of "read" or "reading" contained in the '743 Patent. LaserDynamics would have the term construed as covering both extracting information from the pits FN4 on the disk as well as retrieving information stored in memory. Mediamatics proffers that "read" should mean the process of "projecting a laser beam at the optical disk, receiving a reflection of the laser beam, and producing an electrical signal from the reflection of the laser beam." Mediamatics argues that there is no basis in the claims or specification that support the broader definition. Thus, Mediamatics argues that the term is limited by its uses in claims 3, 7 and 11.

FN4. Pits are hollow depressions made on the layers of a disc plane into which data is stored or compressed. [*See Webster's Twentieth-Century Dictionary,* Publishers Guild, Inc (1939)]

Again, Mediamatics' reference is to the specification. Clearly, the claims refer to retrieving the data and storing it in memory. It follows logically that the data in memory is there for the purpose of being retrieved at some point in time. In these claims, the terms "read and reading" are used in paragraphs (iv) and (v) where the claims state: "(iv) reading [read] out and routing [route] the recorded data ...: and ... (v) read out recorded data ...." The process described starts with data stored in pits and that is to be stored in memory on the DVD disk. The process also describes the technique for retrieving that data and making it available to the viewer. If the invention expressed in the '743 patent were limited to a single instance of read and store,

the process whereby data may be transferred to other products, even other DVD disks that have memory capacity, is eliminated and would require yet another term to define the procedure for retrieving the stored data from memory. Thus, the Court rejects Mediamatics more constricted definition and adopts the definition proffered by LaserDynamics that, in the Court's opinion is the ordinary meaning and use of the terms. "Read," therefore, means "to extract data from memory or a storage medium and [usually] transfer it to another area of memory or other medium" for use or extraction at a point in time. *See, The Illustrated Dictionary of Electronics,* [8th Ed.].

D.

In independent Claims 3, 7 and 11, the terms "route" or "routing" is used. The customary meaning of "route" in computer technology means "forwarding data to its destination." *See, Computer Desktop Encyclopedia,* [9th Ed. McGraw-Hill]. Mediamatics rejects this definition while suggesting that it agrees with LaserDynamics' definition of "route." It argues that "route," as revealed in the Patent, is the process of "selecting one of a plurality of available data paths and sending the recorded data through the selected path." Interestingly, the definition proffered by Mediamatics includes what may be referred to as a "routing protocol" or a built in formula for determining the path that data must take. The term "routing," in its most basic meaning, is simply the forwarding of data without regard for the technology that directs the method or protocol. Therefore, the Court adopts the industry's ordinary meaning for the term. *See Texas Digital Systems, Inc.,* 308 F.3d 1202-03.

E.

LaserDynamics defines the term "decoder" as "hardware or software which enables the process of decompressing recorded data." The parties proffer the following agreed definition: "[T]he process of decompressing recorded data that is the reverse of the process of encoding." By adopting the parties agreed definition, the Court is thereby rejecting Mediamatics' earlier proffered definition. Thus, the Court adopts the agreed definition.

F.

The final area of discussion focuses on the acronym "DVD." The dispute centers on whether the acronym should read "digital versatile disc" or "digital video disk." Mediamatics' argument relies on the association of "digital video disk" and the acronym in the specification that explains the invention. It also refers to the use of DVD in the claims. The embodiment as well as the prior art, refer to DVD as "[A] digital video disk (DVD) which has more than two data layers ..." Thus, Mediamatics argues that based on the specification and manner of use in the claims, DVD should be defined as, "[A] digital video disk conforming to the standardized DVD format."

LaserDynamics refutes this definition as a limitation that it asserts is not originated in the claims of the '743 Patent. Relying on the Modern Dictionary of Electronics, 7th Ed., LaserDynamics contends that "DVD" means '[A] high capacity optical storage medium with improved capacity and bandwidth over compact disks."

Mediamatics is correct that in columns one, two and three of the specification references to DVD are limited to a digital video disk. However, this limitation does not dictate a limitation in the invention. *See* Tate Access Floors, Inc. v. Maxcess Tech., Inc., 222 F.3d 958, 966 (Fed.Cir.2000). The specification in the patent-in-suite describes how the invention may be used on a digital video disk. The Court notes that in

reviewing the claims, only the dependent claims 2, 4, 6, 8, 10 and 12 refer to DVD as meaning digital video disk. However, the invention also includes independent claims 1, 3, 5, 7, 9 and 11 and they refer to the invention as a "method usable with a multilayered optical disk, comprising .... Thus, the Court holds that the dependent claims adopt the technology [invention] stated in the independent claims and chooses the digital video disk as the medium through which it is expressed. Thus, while it may be argued that the dependent claims are limited to digital video disk, it is not so with the independent claims. In fact, the Abstract describes the invention as "[A] data recording and reproducing method for an optical disk data storage system to record data compressed at different data compression rate...." Thus, the invention is not limited to an expression on a digital video disk, but includes the digital video disk as an "optical storage medium" to express the invention in the dependent claims. The ordinary use and meaning of the acronym is "digital versatile disc" and the Court adopts this use and meaning.

V. CONCLUSION

The Court holds that the defmition(s) proffered by Mediamatics establish limitation(s) in the definition of the terms based on the specification and figures that are unsupported by the invention. The Court, therefore, adopts the definition(s) proffered by LaserDynamics and as expressed in this Memorandum.

It is so ORDERED.

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