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

**CROSSROADS SYSTEMS (TEXAS), INC,**
Plaintiff.
v.
**DOT HILL SYSTEMS CORPORATION,**
Defendant.

No. A-03-CA-754-SS

**Nov. 4, 2005.**

Darius C. Gambino, DLA Piper Rudnick Gray Cary U.S. LLP, Philadelphia, PA, Erick Scott Robinson, Jennifer A. Lloyd, John Michael Guaragna Steven Robert Sprinkle, DLA Piper Rudnick Gray Cary U.S. LLP, Austin, TX, J. Eric Elliff, Morrison & Foerster LLP, Denver, CO, John Allcock, May Yuen Chen, Sean C. Cunningham, DLA Piper U.S. LLP, San Diego, CA, Raymond W. Mort, III, Shook Hardy & Bacon LLP, Kansas City, MO, for Plaintiff.

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***ORDER***

SAM SPARKS**, District Judge.**

BE IT REMEMBERED on the 4th day of November 2005, the Court reviewed the file in the above-styled cause, and specifically the Report and Recommendation of the Special Master regarding claim construction of the patents-in-suit [# 245] and Defendant Dot Hill Systems Corporation's ("Dot Hill") objections thereto [# 251]. Plaintiff Crossroads Systems (Texas), Inc. ("Crossroads") did not file any objections and has affirmatively indicated it has no objections to the Special Master's recommendations. Pl.'s Resp. to Def.'s Objs. to the Rep. & Rec. of the Spec. Master at 1 n.1. Following a stay of this case, during which re-examination proceedings before the United States Patents and Trademark Office ("USPTO") were pending, the Court received supplemental objections to the Report and Recommendation of the Special Master from Dot Hill [# 281], as well as a corresponding response and reply [# 283, 286]. Having considered the Report and Recommendation, the objections thereto, the arguments and evidence presented at the *Markman* hearing, the *Markman* briefs, responses, and replies, the case file as a whole, and the applicable law, the Court enters the following opinion and orders.

## Background

This is a patent infringement action involving two patents owned by Plaintiff Crossroads-United States Patent No. 5,941,972, entitled Storage Router and Method for Providing Virtual Local Storage ("the '972 patent"), and United States Patent No. 6,425,035 B2 ("the '035 patent"), which bears the same title and is a continuation of the '972 patent. The '972 patent discloses a "storage router" that allows computer workstations to access data on storage devices that are remotely connected to them while maintaining the advantages of connecting the storage devices locally. The '035 patent discloses an invention which is identical to the '972 invention except for the fact that while the '972 patent specifies only certain transport media the storage router may use, the '035 patent provides no express limitations on the transport media its storage router may use.

Although the parties originally identified a number of disputed claim terms for construction by the Court, some of those disputes were resolved prior to the *Markman* hearing, and the parties have agreed to accept the Special Master's construction of all but two of the claim terms-"remote" and "supervisor unit"-which are still in dispute.

## I. Claim Construction Principles

The claim language in a patent defines the scope of the invention. SRI Int'l v. Matsushita Elec. Corp., 775 F.2d 1107, 1121 (Fed.Cir.1985) (en banc). A claim term means "what one of ordinary skill in the art at the time of the invention would have understood the term to mean." Markman v. Westview Instruments, Inc., 52 F .3d 967, 986 (Fed.Cir.1995), *aff'd,* 517 U.S. 370 (1996). When construing claims, courts begin with "an examination of the intrinsic evidence, i.e. the claims, the rest of the specification and, if in evidence, the prosecution history," and remain focused throughout on the claim language. CCS Fitness, Inc. v. Brunswick Corp., 288 F.3d 1359, 1366 (Fed.Cir.2002); Interactive Gift Express, Inc.v. Compuserve, Inc., 256 F.3d 1323, 1331 (Fed.Cir.2001). In interpreting the effect the specification has on the claim limitations, courts must pay special attention to the Federal Circuit's admonition that one looks " 'to the specification to ascertain the meaning of the claim term as it is used by the inventor in the context of the entirety of his invention,' and not merely to limit a claim term." Interactive Gift, 256 F.3d at 1332.

If the intrinsic evidence is not, in itself, sufficient to resolve any ambiguity in the meaning of the claim terms, the Court may also consider extrinsic evidence, such as expert testimony. *Id*. Dictionary definitions, which are also technically a form of extrinsic evidence, may be considered at any time, so long as they do not contradict any definitions found in the patent documents. Vitronics Corp. v. Conceptronic, Inc., 90 F.3d 1576, 1584 n.6 (Fed.Cir.1996). At all times, however, the Court's task is to determine the patent's limitations as they have been expressed through the claim terms themselves. Comark Communications, Inc. v.. Harris Corp., 156 F.3d 1182, 1186-87 (Fed.Cir.1998). FN1

FN1. These essential principles of claim construction were recently reaffirmed by the Federal Circuit in Phillips v. AWH Corp, 415 F .3d 1303 (Fed.Cir.2005). *See* id. at 1315-25 (emphasizing the importance of the specification in claim construction, and warning of the dangers of excessive reliance on extrinsic evidence).

## II. Terms Still in Dispute

### A. "remote"

The term "remote" appears in both claims 1 and 11 of each of the patents-in-suit. Since each of the other claims in both patents incorporate either claim 1 or claim 11 by reference, the term relates to every claim in both patents. The preamble of claim 1 in the '972 patent includes the following language, "A storage router for providing virtual local storage on *remote* SCSI storage devices to Fibre Channel devices, comprising...." Col. 9, ll. 5-7 (emphasis added). Similarly, the preamble of claim 1 in the '035 patent reads, "A storage router for providing virtual local storage on *remote* storage devices to devices, comprising...." Col. 9, ll. 13-14 (emphasis added). Claim 11 in each of the patents is a method claim. In the '972 patent, the preamble of claim 11 reads, "A method for providing virtual local storage on *remote* SCSI storage devices to Fibre Channel devices, comprising...." Col. 10, ll. 42-43 (emphasis added). In the '035 patent, the preamble of claim 11 reads, "A method for providing virtual local storage on *remote* storage devices connected to one transport medium to devices connected to another transport medium, comprising...." Col. 10, ll. 41-43 (emphasis added).

The Special Master proposes the following construction of the word "remote":

Indirectly connected through at least one serial network transport medium.

Rep. & Rec. of the Spec. Master at 3. Both parties concede the fact that "indirectly connected" is one aspect of the definition of the term. Dot Hill objects, however, to the remaining portion of the Special Master's construction: "through at least one serial network transport medium." Dot Hill argues the Special Master's proposed definition is improper on the following grounds: (1) there is no support for limiting the term 'remote' to apply to items connected through a "serial network" transport medium in either the claims or the specifications of the patents in suit; (2) the definition ignores the stipulated definitions of "first transport medium" and "second transport medium;" (3) the definition ignores evidence of the ordinary meaning of the term "remote" in the computer industry; and (4) the definition is based on an improper understanding of what is meant by the term "network." The Court considers each of these objections in turn. FN2

FN2. In its supplemental objections, Dot Hill points to various statements made by Crossroads and officials of the USPTO in support of its proffered construction of the term "remote." The Court's own review of the materials submitted by Dot Hill reveal no inconsistencies with Crossroads's position in this litigation. Also, to the extent the proceedings bore on the question of how the term "remote" should be defined at all, the results of the reexamination appear to have been ultimately inconclusive. However, even if Dot Hill's characterizations of the USPTO's interlocutory assessments about the definition of "remote" were accurate, and it could be said that the USPTO rejected the Special Master's proposed definition of the term, Dot Hill does not explain how the Court should treat these assessments. Dot Hill does not cite any authority to suggest that the Court is required to assign the USPTO examiners' preliminary assessments binding effect, nor does it refer to any reasoning by the examiners on which the Court could rely as persuasive authority. Accordingly, the Court remains focused in its analysis on the record as it stood prior to the conclusion of the reexamination proceedings.

First, although Dot Hill is correct that the claim language itself provides little evidence to support the meaning of the term "remote" recommended by the Special Master, the Court notes there is no evidence in the claims to contradict the proposed definition either. Simply put, the claims are, in themselves, of little help in defining the term. Such a conclusion hardly ends the inquiry however, as the Federal Circuit has made clear the Court may resort to other forms of intrinsic evidence including the specification as well as extrinsic evidence (to the extent necessary) to resolve ambiguity in the terms of the claims. Phillips, 415

F.3d at 1314-17.

Dot Hill next contends the Special Master's definition is not supported by the patent specifications or the relevant extrinsic evidence. Dot Hill's position is that both the "network" requirement and the "serial" requirement in the Special Master's construction are unsupported. The Court considers these two limitations separately.

As to the network requirement, contrary to Dot Hill's assertions, the "Background of the Invention" portion of each of the patents' specifications sheds significant light on the meaning of the term "remote." Those sections of the specifications, which are identical in both patents, directly contrast "local" storage from "network" storage. '972 patent, col. 1, ll. 12-49; ' 035 patent, col. 1, ll. 23-60. By their plain language, the specifications imply that the local-vs.-network dichotomy represents the universe of computer storage options; that is, all storage is either accessed locally or through network interconnects. *See* '972 patent, col. 1, ll. 26-27 ("Conventional computing devices, such as computer workstations, generally access storage locally or through network interconnects."); '035 patent, col. 1, ll. 37-39. Since the concepts of local storage and remote storage basically represent the same dichotomy, FN3 the specification effectively equates network storage with remote storage. Moreover, the specifications confirm that network storage is the same thing as remote storage by explaining that in the context of computer data storage, "network interconnects" facilitate access to data on "remote" devices. ' 972 patent, col. 1, ll. 36-38; ' 035 patent, col. 1, ll. 47-49.

FN3. Even if it were not obvious to ordinary speakers of the language that local and remote are opposite and mutually exclusive concepts, Dot Hill concedes the point. Its counsel agreed with the Special Master at the *Markman* hearing that storage is either local or it is remote; it cannot be both. *Markman* H'rg Tr. at 112, ll. 14-18.

Dot Hill does not raise any substantial argument against the imposition of a requirement that a device be connected through "network interconnects" before it may be considered remote. Indeed, it cannot do so because the extrinsic evidence overwhelmingly confirms the network requirement.

First, even the dictionary definition put forward by Dot Hill supports the Special Master's position. That definition, which comes from an online resource called the Webopedia, provides, "In networks, remote refers to files, devices, and other resources that are not connected directly to your workstation. Resources at your workstation are considered local." Def.'s Claim Constr. Br., Ex. 6. Dot Hill offers this definition in support of its own proposed construction of remote, which is "indirectly connected and capable of physical separation." Def.'s Objections to the Spec. Master's Rep. & Rec. at 3. What Dot Hill fails to come to terms with, however, is the fact the Webopedia definition defines the word remote *in terms of networks*. Thus, it effectively presumes the presence of network interconnects in connection with the term.

Moreover, the expert testimony of record uniformly confirms the existence of a network requirement. For example, Crossroads's expert, Dr. Paul Hodges, testified that the term remote, as it is generally used in the context of data storage, implies the presence of a network. *Markman* H'rg Tr. at 72, ll. 12-18. Dot Hill's expert, Dr. Thomas Rhyne, testified that local storage is the opposite of remote storage, the latter of which is located on storage devices "connected to a *computer through a network* " *Markman* H'rg Tr. at 145, ll. 9-19 (emphasis added). Finally, Jeffry Russell, one of the inventors of the patented devices, indicated at his deposition that remote storage is essentially storage accessible via a network. Pl.'s Resp. to Dot Hill's Claim Constr. Br., Ex. 4 (Russell Dep.) at 104:20-105:9.

Perhaps recognizing that its position on the network requirement is untenable, Dot Hill also contends there is nothing in the specification to limit the type of network interconnects that mediate between computer workstations and remote storage devices exclusively to *serial* network interconnects. Its position is that if the Court were to adopt a construction of remote making use of the term "network interconnects," it should not adopt the Special Master's recommended "serial" limitation, but should instead construe the term "network interconnect" to include a SCSI interface. Def.'s Objections to the Spec. Master's Rep. & Rec. at 8 ("Dot Hill would agree that the definition of 'remote' could properly be limited to read: 'Indirectly connected through at least one network transport medium,' so long as ['network transport medium' is not construed to exclude a SCSI bus.]").

Dot Hill made clear in its opening claim construction brief that what is at stake in the Court's construction of the term "remote" is its position with respect to alleged prior art. Dot Hill contends a prior art reference that serves at least some of the same functions of the claimed inventions invalidates all of the claims in the patents-in-suit. Since the prior art reference identified by Dot Hill apparently only makes use of SCSI connections, if the need for a serial connection were construed to be a limitation on the claimed invention, the prior art could be distinguished.

The problem with Dot Hill's position that a SCSI bus may constitute a "network interconnect" is that it is directly contradicted by the language in the specifications. The "Background of the Invention" sections of each of the patent specifications-in addition to equating network storage with remote storage-clearly distinguish SCSI connections from network interconnects. ' 972 patent, col. 1, ll. 12-49; '035 patent, col. 1, ll. 23-60. The first paragraph of the section explains a SCSI transport medium allows "for a relatively small number of devices to be attached over relatively short distances." '972 patent, col. 1, ll. 12-17; '035 patent, col. 1, ll. 23-28. In contrast, "[h]igh speed serial interconnects provide enhanced capability to attach a large number of high speed devices to a common storage transport medium over large distances." '972 patent, col. 1, ll. 18-20; '035 patent, col. 1, ll. 29-31.

The language in the second paragraph of the "Background of the Invention" section confirms the inventors did not intend a SCSI bus to fall within the meaning of a network interconnect. The specification indicates "[l]ocal storage typically consists of a disk drive, tape drives, CD-ROM drive, or other storage device contained within or locally connected to the workstation." '972 patent, col. 1, ll. 28-31; '035 patent, col. 1, ll. 39-12. Such "local storage" devices are typically connected via SCSI connections. *See* Pl.'s Resp. to Dot Hill's Claim Constr. Br., Ex. 4 (Russell Dep.) at 104:20-105:9 ("[N]ormally if I wanted to add more storage back then I would just plug in more SCSI cables and that would attach more *local storage*. And if I wanted to get at anything remotely, I would have to go through a network protocol to get at it.") (emphasis added). FN4 Moreover, the specification expressly indicates "[n]etwork interconnects typically provide access to a large number of computing devices to data storage on a remote network server." ' 972 patent, col. 1, ll. 36-38; ' 035 patent, col. 1, ll. 47-49. SCSI transport media, which permit the connection of "a relatively small number of devices over relatively short distances," simply do not fall within this description. ' 972 patent, col. 1, ll. 12-17; ' 035 patent, col. 1, ll. 23-28.

FN4. The testimony of Mr. Russell, who is one of the inventors of the claimed inventions, is technically extrinsic evidence, but the Court finds it appropriate to rely on this testimony for two reasons. First, the testimony is not cited here for the purpose of defining the actual claim terms. Rather, it merely assists the Court with understanding the technology at issue. *See* Interactive Gift, 256 F.3d at 1332 ("Extrinsic evidence may always be consulted, however, to assist in understanding the underlying technology."). Second, and

more important, neither the relevance nor the accuracy of this testimony is in dispute. In fact, Dot Hill specifically urged the Special Master's reliance on it at the Markman hearing. Markman Hr'g Tr. at 116, ll. 2-25.

In an effort to get around the intrinsic evidence supporting the conclusion that a SCSI bus is not a network interconnect, Dot Hill relies on the current Webopedia definition of the term "network," wherein it is indicated that a network is "[a] group of two or more computer systems linked together." Decl. of Jason B. Witten in Supp. of Def.'s Objections to the Spec. Master's Rep. & Rec., Ex. 1. Dot Hill's position is that the definition of network is broad and thus, any time more than one computer is linked, there is a network. FN5

FN5. The Court notes Dot Hill also provided the Special Master with a variety of other pieces of extrinsic evidence to support its position that the term "SCSI network" is recognized in the relevant field.

There are three problems with Dot Hill's position. First, the Court's own review of the Webopedia site reveals the portion of the definition of "network" provided by Dot Hill is incomplete. After setting out the material relied on by Dot Hill, the Webopedia definition goes on to give examples of types of networks, which include "wide-area networks (WANs)" and "local-area networks (LANs)." *See* "What is network?", Webopedia Computer Dictionary, at http:// www.webopedia.com/TERM/n/network.html (last modified March 11, 2005). FN6 These examples clearly undercut Dot Hill's position. After all, although Dot Hill's expert, Dr. Rhyne, insisted that computers connected via a SCSI bus could sometimes appropriately be characterized as forming a network, he admitted he had never heard of such a thing as a SCSI LAN or a SCSI WAN.

FN6. It is not clear what accounts for this discrepancy. It is possible the examples of networks were added to the Webopedia definition by a recent modification to the website. The "last modified" date indicated in Dot Hill's exhibit is April 6, 2004. Even if the examples section was added as part of a recent change, however, the Court still considers it appropriate to make use of those examples in interpreting the Webopedia evidence. After all, neither page was "last modified" contemporaneously with the issuance of the patents themselves. To the extent either edition of the webpage carries weight on the meaning of the term "network," the two are of equal value. Since neither is a contemporary definition, there is no reason to think the somewhat earlier, example-free definition better reflects the understanding of a person of ordinary skill in the art at the time of the patents' issuance than does the later, more extensive one.

Second, Dr. Rhyne expressly indicated the question of whether a "network" is present may very well turn on the type of interfaces used to connect two or more computers. He testified that while two devices linked by only a single cable may in some cases be appropriately characterized as forming a network, in other cases, they may not. *Markman* H'rg Tr. at 162-168. According to Dr. Rhyne, devices interfacing by means of "network interface cards" in this situation are appropriately characterized as forming a network, whereas devices connected only by means of a SCSI bus are not. *Id*.

Third, whether there is such a thing as a "SCSI network" is not the dispositive question. Rather, the real issue is whether a SCSI bus may appropriately be characterized as a "network interconnect" as that term is used in the patent specifications. Dot Hill has introduced no extrinsic evidence that goes to the meaning of the term "network interconnect," and as discussed above, the intrinsic evidence makes plain that a SCSI bus

is not within the meaning of the term.

Dot Hill also contends, somewhat distinctly, that a serial interconnect is not the only network interconnect that may be used in the context of remote connections. This may be true. However, the Court has only the evidence submitted by the parties on which to rely. Although it may be correct that there is such a thing as a network interconnect that does not rely on a "serial" standard, there is no evidence of the existence of such interconnects in the record. In fact, the only type of interconnect besides "serial" on which the Court has been presented any evidence is the SCSI bus. For reasons already stated however, the whole of the intrinsic and extrinsic evidence precludes a finding that a SCSI bus qualifies as a network interconnect. Accordingly, the Special Master appropriately concluded only "serial" interconnects qualify as "network interconnects" for the purpose of defining the term "remote" in this case. FN7

FN7. The Court does not rely on the fact the specification describes particular embodiments of the claimed invention that make use of serial interconnects. To the contrary, the Court relies on the fact that the evidence of record shows the patent specifications treat serial interconnects and network interconnects as being one and the same thing.

Dot Hill also objects that the Special Master's interpretation of the term remote relies improperly on the purported technical advantages of the invention set forth in the specification. Crossroads has argued that its construction of the term "remote" is superior to Dot Hill's because it is more consistent with the main advantage of the claimed invention: namely, that it allows computer workstations to access remote storage as if it were local storage, even when the storage devices are separated from the workstations by large physical distances. This advantage could not be captured, Crossroads argues, if the term "remote" were not construed to imply the existence of a serial network interconnect, as such interconnects are the only means by which connections of such distance can be accomplished.

*In* E-Pass Techs., Inc. v. 3COM Corp., 343 F.3d 1364 (Fed.Cir.2003), the Federal Circuit held "[a]n invention may possess a number of advantages or purposes, and there is no requirement that every claim directed to that invention be limited to encompass all of them." Id. at 1370. However, the mischief counseled against in *E-Pass* does not cover the situation with which the Court is presented here. *In E-Pass,* the court held it was improper for a district court to construe a claim term against its plain meaning solely because the plain meaning would appear to preclude the claimed invention from achieving advantages described in the patent's abstract. *Id*. The Court recognized, however, that advantages described in the specification may be useful in resolving the meaning of ambiguous claim terms. *Id*. at 1370 & n.4. To the extent the Special Master placed any reliance on the technical advantages described in the specification, such reliance was appropriate to the extent the advantage description aided him in explicating the meaning of the term "remote."

More importantly, the Court has conducted its own independent review of the intrinsic and extrinsic evidence, the parties' arguments, and the applicable law. Cognizant of the legal principle that claim limitations may be supplied only by the claim terms themselves, the Court herein relies on the advantages listed in the specifications only to the extent they shed light on the meaning of the term "remote." That term, which appears in the claims of both patents, is properly construed as setting forth limitations. FN8

FN8. The Court is aware that terms in a claim preamble are not always construed to limit claims under relevant Federal Circuit precedent. *See* Bell Communications Research, Inc. v. Vitalink Communications,

Corp., 55 F.3d 615, 620-21 (Fed.Cir.1995) (noting that courts have typically required that preamble terms are "necessary to give life, meaning and vitality" to claims before construing them as setting out limitations). However, both parties appear to have proceeded on the assumption that the term "remote" is a term of limitation and neither has advanced any argument as to why the terms in the preamble of these patents should not be so construed. Moreover, it is apparent from the specification that the storage router's ability to provide for "remote" storage without sacrificing the advantages of local storage is the single most significant aspect of the invention. Accordingly, the term can appropriately be said to breathe life into the claims.

Dot Hill also takes the position the Special Master's interpretation of the term "remote" contradicts the parties stipulated definitions of the terms "first transport medium" and "second transport medium." Stipulated Definitions of Claim Terms [# 131] at 1-2. The parties have stipulated both terms should be construed in the same way simply to mean "a communications link." *Id*. Dot Hill argues that if the term "remote" implies that one of the two communications links discussed in the patent must be a serial network interconnect, then the stipulation it reached with Crossroads is eviscerated. This is a specious argument.

After all, each claim term expresses only the limitations implied by that term's own individual meaning. Take, for example, a patent claim that included the phrase "large box." If the parties stipulated that the meaning of box was simply "a container in the shape of a rectangular prism," it could hardly be said that the stipulating party had conceded that the term "large" did not impose its own independent limitations on the size of the container. Likewise, just because the terms "first transport medium" and "second transport medium" do not carry within their meaning any suggestion that either medium must be a specific type of communications link-a fact to which the parties have stipulated-does not mean that the term remote may not intervene to affect the ultimate claim construction.

Dot Hill is well aware of this fact. In fact, the Special Master accepted Dot Hill's construction of the term "allow access" on precisely the same rationale the Court has here articulated. During the course of the *Markman* proceedings, Dot Hill took the position that it would be inappropriate to import the concept of "access controls" into the construction of the term "allow access" because the notion of "access controls" is not within the plain meaning of the term, "allow access." *Markman* Hr'g Tr. at 119 ll. 2-19. Dot Hill was willing to concede that other language in the claims required an "access controls" limitation. *Id*. However, it took the position that it was improper to make use of those limitations, which were independently expressed by other language in the claims, in interpreting the plain meaning of the term "allow access." Its position was that it should not be required to prove the "access controls" requirement *twice*. *Id*. The Special Master accepted Dot Hill's position and adopted Dot Hill's construction of the term "allow access." Rep. & Rec. of the Special Master at 2-3. The principle underlying the construction the Special Master ultimately adopted is that each claim term discloses only the claim limitations carried by its own specific meaning and no other.

Both parties have stipulated the Special Master's construction of "allow access" was correct. The Court agrees with the rationale advanced by Dot Hill and accepted by the Special Master in connection with the term "allow access" and finds it appropriate to apply the same rationale in interpreting the scope of the parties' other stipulated definitions. Accordingly, the Court concludes the limitations advocated by Crossroads in connection with the term "remote" do no violence to its stipulation that the terms "first transport medium" and "second transport medium" each mean simply, "a communications link."

**B. "supervisor unit"**

The term "supervisor unit" appears in claims 1, 2, and 10 of each of the patents-in-suit. Since the context in which it appears is slightly different in each of the patents, the Special Master proposes two similar, but distinct constructions of the term. As to the '972 patent, his proposed construction reads:

a device comprising at least:

(1) a microprocessor, incorporating independent data and program memory spaces; and

(2) associated logic required to implement a stand-alone processing system and programmed to process data in a buffer in order to map between Fibre Channel devices and SCSI devices and which implements access controls.

Rep. & Rec. of the Special Master at 3. Similarly, the Special Master's proposed construction of "supervisor unit" for the '035 patent reads:

a device comprising at least:

(1) a microprocessor, incorporating independent data and program memory spaces; and

(2) associated logic required to implement a stand-alone processing system and programmed to process data in a buffer in order to map between devices connected to a first transport medium and devices connected to a second transport medium and which implements access controls.

Id.

Crossroads does not object to the Special Master's proposed constructions. Dot Hill, on the other hand, objects to the first part of each construction. In place of the first four lines of each of the constructions set out above, Dot Hill would simply substitute the phrase "a microprocessor." Def.'s Objections to the Spec. Master's Rep. & Rec. at 9.

Dot Hill does not make any argument that the Special Master's construction is undercut by any intrinsic or extrinsic evidence. FN9 Rather, their argument rests solely on their position that the doctrine of collateral estoppel requires the Court to accept the constructions they argue for here. In *Crossroads Sys. (Tex.), Inc. v. Chaparral Network Storage, Inc.,* No. 00-CA-217-SS, slip. op. at 9 (W.D.Tex. July 26, 2000) (Sparks, J.), this Court entered a *Markman* order construing the term "supervisor unit" in the context of the ' 972 patent. In that case, there was a dispute between Crossroads and another party over whether the microprocessor described in connection with the term "supervisor unit" had to be a specific brand of microprocessor or whether any microprocessor with the appropriate characteristics would suffice. Id. Crossroads took the position that the meaning of the term could not be limited to a particular brand discussed in connection with one of the embodiments discussed in the specification. The Court accepted Crossroads's position, and adopted the construction advocated by Dot Hill in this case: "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." Id. Dot Hill contends that, having previously litigated the construction of this term in a case in which a final judgment was reached, Crossroads is bound to accept the same construction in this case.

FN9. In fact, there is a dearth of both types of evidence in the record. The parties rely primarily on particular embodiments in the specification to assign meaning to the term supervisor unit. Although the Court is aware

of the perils of exclusively relying on such evidence, the Special Master had before him, like the Court does now, nothing more than the record created by the parties.

Dot Hill's position misconstrues the doctrine of collateral estoppel. Although Dot Hill is correct that a party may be bound by a judgment reached in previous litigation, its characterization of the doctrine is incomplete. "The doctrine of collateral estoppel applies to prevent issues of ultimate fact from being relitigated between the same parties in a future lawsuit if those issues have once been determined by a valid and final judgment." Vines v. Univ. of La. at Monroe, 398 F.3d 700, 705 (5th Cir.2005). The issues a party invoking collateral estoppel is seeking to establish, however, must have been actually litigated and essential to the prior judgment. *Id*.

In the patent context, to the extent a claim construction addresses more issues than are necessary to the resolution of the dispute between the parties, the construction is not entitled to collateral estoppel effect. *See* A.B. Dick Co. v. Burroughs Corp., 713 F.2d 700, 703-04 (Fed.Cir.1983) ("Except in the context of validity or infringement, judicial statements regarding the scope of patent claims are hypothetical insofar as they purport to resolve the question of whether prior art or products not before the court would, respectively, anticipate or infringe the patent claims [W]e are persuaded that it would be unfair to give such a ruling collateral estoppel effect.").

The instant dispute between the parties is not the same as the one in the previous litigation. While in the prior case, the parties' dispute revolved around whether the term "supervisor unit" covered only a particular brand of microprocessor, the issue in this case is whether the term is limited to a microprocessor alone, rather than a microprocessor along with other components. The latter dispute has not been litigated. Nor can it be said that the relevant portion of the Court's prior construction, in which the term "supervisor unit" was limited *solely* to a microprocessor, was essential to the judgment in the other litigation. Accordingly, the Court finds the doctrine of collateral estoppel inapplicable here.

Because Dot Hill raised no other objections to the Special Master's constructions, and each construction finds support in the specifications, *see* ' 972 patent, col. 5, 1.63-col. 6, 1.2; '035 patent, col. 6, ll. 3-9, the Court adopts the proposed constructions of the term "supervisor unit" proposed by the Special Master.

**III. Remaining Claim Terms**

As to the remaining claim terms in the Special Master's Report and Recommendation, the Court adopts them as undisputed. Additionally, the Court adopts each of the claim constructions set out in the parties' stipulation. *See* Stipulated Definitions of Claim Terms [# 131].

In accordance with the foregoing:

IT IS ORDERED that the Report and Recommendation of the Special Master regarding the patents-in-suit [# 245] is ACCEPTED;

IT IS FURTHER ORDERED that the construction of each of the patent claim terms adopted herein will be incorporated into anyjury instructions given in the above-styled cause and will be applied by the Court in ruling on the issues raised in summary judgment motions.

W.D.Tex.,2005.
Crossroads Systems (Texas), Inc. v. Dot Hill Systems Corp.

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