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**\*E-Filed 10/19/10\***

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

STREAK PRODUCTS, INC.,

No. C 09-4255 RS

Plaintiff,

**CLAIM CONSTRUCTION ORDER**

v.

ANTEC, INC., et al.,

Defendants.

I. INTRODUCTION

Plaintiff Streak Products, Inc. (“Streak”)<sup>1</sup> is the owner of United States Patent No. 7,133,293 (“‘293 Patent”), which relates to modular and partially modular power supplies installed in personal computers. Streak sued a number of defendants (collectively, “Alliance”) for allegedly infringing the ‘293 Patent. On August 11, 2010, this Court held a claim construction hearing. The parties requested the opportunity to submit further briefing on the question of indefiniteness and did so on August 31, 2010.

The ‘293 patent issued on November 7, 2006. Streak explains that it encompasses Streak’s “X-Connect” fully modular power supplies, “XVS” semi-modular power supplies, and “Power Bar”

<sup>1</sup> Streak Products was formerly known as Ultra Products.

1 outlets. This family of power supply products is directed toward “modders,” or “overclockers;” in  
2 other words, individual users who build personal computers by hand. Streak contends its modular  
3 and semi-modular power supplies power the components of a personal computer with as many or as  
4 few connecting cables as are necessary. It explains that the modular concept eliminates unnecessary  
5 cabling and, as a consequence, minimizes both clutter and equipment overheating.

## 6 II. LEGAL STANDARD

### 7 A. Claim Construction

8 Claim construction is an issue of law, and begins “with the words of the claim.” *Nystrom v.*  
9 *TREX Co., Inc.*, 424 F.3d 1136, 1142 (Fed. Cir. 2005) (citing *Vitronics Corp. v. Conceptronic, Inc.*,  
10 90 F.3d 1576, 1582 (Fed. Cir. 1996)). Terms contained in claims are “generally given their ordinary  
11 and customary meaning.” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (internal  
12 quotation marks omitted). “[T]he ordinary and customary meaning of a claim term is the meaning  
13 that the term would have to a person of ordinary skill in the art in question at the time of the  
14 invention[.]” *Id.* at 1313. When determining the proper construction of a claim, a court begins with  
15 the intrinsic evidence of record, consisting of the claim language, the patent specification, and, if in  
16 evidence, the prosecution history. *Id.* at 1313. *See also Vitronics*, 90 F.3d at 1582.

17 Although claims are interpreted in light of the attendant specification, this “does not mean  
18 that everything expressed in the specification must be read into all the claims.” *Raytheon Co. v.*  
19 *Roper Corp.*, 724 F.2d 951, 957 (Fed. Cir. 1983). For instance, limitations from a preferred  
20 embodiment described in the specification generally should not be read into the claim language. *See*  
21 *Comark Commc’ns, Inc. v. Harris Corp.*, 156 F.3d 1182, 1186 (Fed. Cir. 1998). It is a fundamental  
22 rule, however, that “claims must be construed so as to be consistent with the specification.” *Merck*  
23 *& Co., Inc. v. Teva Pharms. USA, Inc.*, 347 F.3d 1367, 1371 (Fed. Cir. 2003). Therefore, if the  
24 specification reveals an intentional disclaimer or disavowal of claim scope, the claims must be read  
25 consistent with that limitation. *Phillips*, 415 F.3d at 1316. Finally, the Court may consider the  
26 prosecution history of the patent, if in evidence. The prosecution history limits the interpretation of  
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1 claim terms so as to exclude any interpretation that was disclaimed during prosecution. *See*  
2 *Southwall Techs., Inc. v. Cardinal IG Co.*, 54 F.3d 1570, 1576 (Fed. Cir. 1995).

3 In most situations, analysis of this intrinsic evidence alone will resolve claim construction  
4 disputes. *See Vitronics*, 90 F.3d at 1583. Extrinsic evidence “consists of all evidence external to the  
5 patent and prosecution history, including expert and inventor testimony, dictionaries, and learned  
6 treatises.” *Phillips*, 415 F.3d at 1317. Courts should not rely on extrinsic evidence in claim  
7 construction to contradict the meaning of claims discernable from examination of the claims, the  
8 written description, and the prosecution history. *See Pitney Bowes, Inc. v. Hewlett-Packard Co.*,  
9 182 F.3d 1298, 1308 (Fed. Cir. 1999) (*citing Vitronics*, 90 F.3d at 1583). It is entirely appropriate,  
10 however, “for a court to consult trustworthy extrinsic evidence to ensure that the claim construction  
11 it is tending to from the patent file is not inconsistent with clearly expressed, plainly apposite, and  
12 widely held understandings in the pertinent technical field.” *Id.*

13 B. The Law of Indefiniteness

14 35 U.S.C. § 112, ¶ 2 requires that a patent specification “conclude with one or more claims  
15 particularly pointing out and distinctly claiming the subject matter which the applicant regards as his  
16 invention.” Because claims delineate the patentee’s right to exclude, the patent statute requires that  
17 the scope of the claims be sufficiently definite to inform the public of the bounds of the protected  
18 invention. *Halliburton v. Energy Servs., Inc. v. M-I, LLC*, 514 F.3d 1244, 1249 (Fed. Cir. 2008).  
19 “Otherwise, competitors cannot avoid infringement, defeating the public notice function of patent  
20 claims.” *Id.* (*citing Athletic Alternatives, Inc. v. Prince Mfg., Inc.*, 73 F.3d 1573, 1581 (Fed. Cir.  
21 1996) (“[T]he primary purpose of the requirement is ‘to guard against unreasonable advantages to  
22 the patentee and disadvantages to others arising from uncertainty as to their [respective] rights.’”)).  
23 The Supreme Court long ago explained that “[t]he statutory requirement of particularity and  
24 distinctness in claims is met only when [the claims] clearly distinguish what is claimed from what  
25 went before in the art and clearly circumscribe what is foreclosed from future enterprise.” *United*  
26 *Carbon Co. v. Binney & Smith Co.*, 317 U.S. 228, 236 (1942).

1 “The definiteness requirement, however, does not compel absolute clarity,” and “[o]nly  
2 claims not amenable to construction or insolubly ambiguous are indefinite.” *Datamize v. Plumtree*  
3 *Software, Inc.*, 417 F.3d 1342, 1347 (Fed. Cir. 2005) (quoting *Novo Indus., L.P. v. Micro Molds*  
4 *Corp.*, 350 F.3d 1348, 1353 (Fed. Cir. 2003); *Exxon Research & Eng’g*, 265 F.3d 1371, 1375 (Fed.  
5 Cir. 2001)). Definiteness of claim terms “depends on whether those terms can be given any  
6 reasonable meaning.” *Id.* “[C]laims are not indefinite merely because they present a difficult task  
7 of claim construction.” *Halliburton*, 514 F.3d at 1249. As the Federal Circuit has instructed, “[i]f  
8 the meaning of the claim is discernible, even though the task may be formidable and the conclusion  
9 may be one over which reasonable persons will disagree,” then the claim is “sufficiently clear to  
10 avoid invalidity on definiteness grounds.” *Exxon Research*, 265 F.3d at 1375. “Proof of  
11 indefiniteness requires such an exacting standard because claim construction often poses a difficult  
12 task over which expert witnesses, trial courts, and even the judges of [the Federal Circuit] may  
13 disagree.” *Halliburton*, 514 F.3d at 1249-50 (internal quotation marks and citations omitted).  
14 Nevertheless, this standard is met where an accused infringer shows by clear and convincing  
15 evidence that a person skilled in the art could not discern the boundaries of the claim based on the  
16 claim language, the specification, and the prosecution history, as well as his or her knowledge of the  
17 relevant art area. *Halliburton*, 514 F.3d at 1249-50. The stringent standard comports, of course,  
18 with the statutory presumption that issued patents are valid. *Datamax*, 417 F.3d at 1347.

### 19 III. DISCUSSION

#### 20 A. Claim Construction

21 In the claim construction briefing, the parties asked the Court to construe six terms. At the  
22 claim construction hearing, the parties narrowed their disputed terms to just two, having reached an  
23 agreement on the proper construction for the remaining four. Prior to the hearing, the disputed  
24 terms were “personal computer,” “personal computer power supply,” “directly mated,” “a plurality  
25 of component cables,” “socket,” and “plug.” Both “socket” and “plug” have related terms: “DC  
26 output cable plug” and “DC output cable socket,” but the parties suggest these share the same  
27 definitions as “socket” and “plug.” The parties currently disagree only as to the proper construction  
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1 of “personal computer power supply” and “a plurality of component cables.” Finally, Alliance  
2 argues Claims Four and Seven are invalid as construed for indefiniteness.

3 a. Personal computer (Claims One, Four, Seven)

4 At the motion hearing, the parties agreed to construe “personal computer” as “a computer  
5 designed for an individual user.”

6 b. Personal computer power supply (Claims One, Four, Seven)

7 Streak proposes the following construction of personal computer power supply: “a  
8 component adapted to receive AC current and provide DC current to a personal computer, and  
9 expressly excludes redundant power supplies.” Defendant argues the construction should instead  
10 read, “a device that receives AC current and provides DC current to the components of a personal  
11 computer.” In its reply brief, Streak acceded to Alliance’s preference for the word “device,” as  
12 opposed to “component,” at the beginning of the sentence. The parties also agree that “current to  
13 the components of a personal computer” means functionally the same thing as “current to a personal  
14 computer.” The dispute here relates to whether Streak’s suggested negative inference excluding  
15 redundant power supplies is supportable. A “redundant” power supply is essentially a “back up”  
16 source of power used in the event that the main power supply becomes disabled. While the parties  
17 appear to agree that redundant power supplies are commonly associated with servers connected to  
18 multiple machines, and further agree that the ‘293 patent is directed toward personal computers,  
19 Alliance suggests it does not necessarily follow that a personal computer would never have or need  
20 a backup power supply.

21 Streak argues, first, that all patent documents refer to a main power supply and do not  
22 anywhere suggest a redundant, or “back up,” embodiment. Moreover, Streak insists the inventors  
23 expressly disclaimed during prosecution any embodiments involving “redundant power supplies” in  
24 order to distinguish prior art. A prosecution disclaimer arises where the inventor “expressly  
25 relinquishes” an embodiment otherwise within the scope of a claim. *See Omega Eng’g v. Raytek*  
26 *Corp.*, 334, F.3d 1314, 1323 (Fed. Cir. 2003) (“We indulge a heavy presumption that claim terms  
27 carry their full ordinary and customary meaning, unless the patentee . . . expressly relinquished

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1 claim scope during prosecution.”) (internal quotation marks and citation omitted). As the Federal  
2 Circuit has emphasized, the doctrine of prosecution disclaimer is unavailable where the alleged  
3 disavowal of claim scope is ambiguous. *Id.* Rather, the Federal Circuit has “required the alleged  
4 disavowing statements to be both so clear as to show reasonable clarity and deliberateness, and so  
5 unmistakable as to be unambiguous evidence of disclaimer.” *Id.* at 1324 (citation omitted).

6 Streak points to several statements from the prosecution history that it argues demonstrate  
7 the inventors’ “clear and unambiguous” disavowal of redundant power supplies. First, Streak  
8 highlights a statement made in an Interview Summary on March 16, 2006, highlighting how the  
9 claimed invention sets forth “configurations that allow formation of cable assemblies in a way to  
10 allow selection and customization by the buyer of a single power supply unit.” (Ex. 17: March 15,  
11 2006 Interview Summary of 2/1/06 Interview, at 2.) Streak suggests the phrase “single power  
12 supply unit” is utterly inconsistent with the idea of a backup power supply. Alliance argues the  
13 sentence quoted is taken out of context. The complete paragraph, it points out, notes how the  
14 product is designed for individual users, rather than for large corporations that might need to  
15 purchase many units. Both explanations read comfortably from the paragraph. Accordingly,  
16 Alliance’s suggestion that that the statement’s meaning is ambiguous is well-taken.

17 Streak turns next to statements it made to the PTO to distinguish the ‘293 patent from prior  
18 art. In a May 15, 2006 Request for Continued Examination (“RCE”), Streak argues the inventors  
19 “repeatedly distinguished” the claimed invention from the “entire category” of redundant power  
20 supplies. Alliance counters that Streak’s inventors only disclaimed a particular *type* of redundant  
21 power supply: the rack mounted, external, backup power supply that was the subject of a Wiscombe  
22 patent. Streak emphasized how “the Wiscombe patent expressly discloses and teaches that its power  
23 supply is for ‘racked mounted’ systems using ‘redundant power supplies’—the present [‘293]  
24 claims were amended to limit to personal computers.” At another point, it reiterated that “[t]he  
25 Wiscombe patent . . . addresses the problem with ‘redundant power supplies’ (not personal  
26 computer power supplies).” Streak reads these statements as a categorical disclaimer of all  
27 redundant power supplies from the claimed “personal computer power supply.” This time, Streak’s

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1 disclaimer does not suffer from the type of ambiguity discussed above. While Wiscombe’s  
2 redundant power supply may have been of the rack mounted variety, it is apparent that the ‘293  
3 inventors sought to disclaim more than this when they contrasted Streak’s personal computer power  
4 supply from redundant power *supplies*. Moreover, every item of intrinsic evidence details the  
5 workings of a *main* power supply, whose function is essentially to supply DC current to a personal  
6 computer and its components. Accordingly, “personal computer power supply” shall be construed  
7 to include Streak’s proposed limitation: “a device that receives AC current and provides DC current  
8 to the components of a personal computer, and expressly excludes redundant power supplies.”

9 c. A plurality of component cables (Claims One, Four, Seven)

10 Streak would construe “a plurality of component cables” as “two or more cables, each of  
11 which is attachable to a different component selected from the group including: (a) motherboard; (b)  
12 a magnetic disc drive; (c) an optical disc drive; (d) an input/output card; (e) a memory card; (f) a  
13 sound card; (g) a gaming card; (h) a video card; (i) a network card; (j) network hub; (k) a cooling  
14 device.” Alliance disagrees only with inclusion of the word “different.” Streak explains that Claim  
15 One contemplates a power source that supplies DC current to “at least three” components. It  
16 reasons that if “different” modifies “component,” it will help to ensure that this requirement is met.  
17 Alliance counters that “different” is not limited to this reading and would actually import meaning  
18 inconsistent with the patent history. It suggests Streak’s construction would mean that, even  
19 assuming three components were in play, it would not be permissible to connect more than one  
20 cable to the same component. To demonstrate why this is a problem, Alliance focuses on the  
21 motherboard as an example. According to the preamble, a motherboard is a component. As  
22 defendant points out, a motherboard often requires multiple connections to a power source. It insists  
23 that nothing in the patent history supports a limitation where, for example, a power supply has four  
24 DC output sockets and a user connects via component cable an optical disc drive, a sound card,  
25 and—with two cables—the motherboard. While Streak is correct that the power supply is supposed  
26 to provide DC current to at least three components, there is simply no indication that it cannot also  
27 supply power to the same component with more than one cable. Accordingly, “a plurality of

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1 component cables” shall be construed as follows: “two or more component cables, each of which is  
2 attachable to a component selected from the group including: (a) motherboard; (b) a magnetic disc  
3 drive; (c) an optical disc drive; (d) an input/output card; (e) a memory card; (f) a sound card; (g) a  
4 gaming card; (h) a video card; (i) a network card; (j) network hub; (k) a cooling device.” Because  
5 the Claim already plainly provides that the power supply must transmit current to at least three  
6 components, insertion of “different” is not warranted or necessary.

7 d. Plug (Claims One, Four, Seven) / DC output cable plug (Claims Four, Seven)

8 The parties agree to construe “plug” and “DC output cable plug” as “[a] DC output device  
9 which cooperates with a socket to provide a connectable, breakable electrical connection and which  
10 is attached to a relatively movable structure, such as a cable.” The definition arises directly from the  
11 inventor, acting as lexicographer.

12 e. Directly mated (Claims One, Four, Seven)

13 The parties agreed at the hearing to construe “directly mated” as “to join or fit together.”

14 f. DC output socket / DC output cable socket (Claims One, Four, Seven)

15 At the hearing, the parties agreed to the following construction of “socket,” or “DC output  
16 cable socket”: “A DC output device that cooperates with a plug to provide a connectable / breakable  
17 electrical connection, and which is attached to a relatively fixed structure, such as a housing.” The  
18 definition also appears directly in the patent specification, as the inventor acted as his own  
19 lexicographer.

20 B. Indefiniteness

21 Alliance argues that, under any proffered construction, Claims Four and Seven are  
22 “susceptible to only one reasonable interpretation, which is nonsensical.” More specifically,  
23 Alliance argues Claim Four reads such that plugs are encouraged to mate with plugs, and requires  
24 both ends of a DC output cable to be fixed to the power supply housing. Because the cable would in  
25 this embodiment not power anything at all, Alliance cites it as an example of a “nonsensical” result.  
26 As for Claim Seven, Alliance insists it suffers from the same irremediable problem that a DC output  
27 cable plug is connected at both ends to the same power supply. Streak disagrees and argues that,



1 when read correctly, the Claims plainly instruct that plugs should mate with sockets and explain that  
2 the DC output cable only mates once with the power supply.

3         According to Alliance, the plug to plug problem arises in the fifth element of Claim Four,  
4 which reads: “a plurality of component cables, wherein each of the component cables has at least  
5 two ends, wherein a first end of each of the component cables has a plug that is directly mated with  
6 a one of the at least two DC output socket[s] or the at least one DC output cable plug or cable socket  
7 and a second end of each of the component cables is directly mated with at least one of the  
8 components . . . .” Alliance reads in this language a requirement that “a component cable with a  
9 plug at the first end be directly mated with the DC output cable plug.” In other words, it insists a  
10 plug would have to mate with a plug. What Alliance ignores is that the relevant portion of the claim  
11 is written in the disjunctive. As is clear from both the Claim and the Court’s construction of a  
12 “plurality of component cables,” a “component cable” transmits DC current from the power supply  
13 to a component. Accordingly, the last clause of element five provides that one end of a component  
14 cable is directly mated with a component (i.e., an optical disc drive or a gaming card). Claim four  
15 also makes clear that the other end of the component cable terminates in a plug. This plug can be  
16 connected directly to one of the sockets in the power supply housing itself. Claim Four is different  
17 from Claim One, of course, because it contemplates a “semi-modular” power supply. This means  
18 the “DC output cable” is permanently attached to the power supply at one end. At the other end, the  
19 DC output cable may either terminate with a plug (for direct attachment to the motherboard, as  
20 indicated in Figure 1) *or* it may terminate with a socket. In the latter scenario, the claim language  
21 contemplates that the component cable can also mate with this socket. Thus, it may mate with either  
22 one of the power supply sockets *or* the DC output cable socket.<sup>2</sup> It need never mate directly with a  
23 plug.

24 \_\_\_\_\_  
25 <sup>2</sup> Alliance reminds the Court that, according to the specification as well as the construction adopted  
26 here, a socket must be attached to a “relatively fixed” structure. Alliance argues a DC output cable  
27 socket would not be fixed to anything and is therefore inconsistent with the inventor’s own  
28 definition of socket. While Alliance’s argument is, in a sense, sensible, it erroneously assumes that  
a DC output cable socket cannot be “relatively fixed” to some sort of structure within the computer  
case.

1 Alliance’s argument that the DC output cable must connect at both ends to the power supply  
2 is also unsupported by the plain language of both Claims Four and Seven. Alliance accurately  
3 indicates that the first element of both Claims limits the power supply to a “power supply housing  
4 having an interior volume defined by a top panel, bottom panel, and a plurality of side panels.”  
5 Claims Four and Seven further require that the DC output cable be “fixed to the power supply  
6 housing.” Accordingly, it is clear that the DC output cable must be attached to the power supply at  
7 one end. As is also clear in both Claims, the DC output cable can optionally terminate in a socket  
8 (or, as in Claim Seven, at least three sockets). The inventor expressly provided that a socket is  
9 attached to a “relatively fixed structure, such as a housing.” Alliance insists that that “housing”  
10 must mean the “power supply housing” discussed in the first element. It is not at all clear why this  
11 would be so. First, a socket plainly need not be attached to a housing. It must be attached to a  
12 “relatively fixed structure,” and “housing” is merely an example of one. Second, neither the claims  
13 nor the specification limit a “housing” to the “power supply housing.” Instead, the obvious  
14 implication is that a “power supply housing” is just an example of a “housing.” Claims Four and  
15 Seven may be reasonably construed without leading to ambiguous or nonsensical results and  
16 therefore are not indefinite.

17 **IV. Conclusion**

18 The Court construes “personal computer power supply” as “a device that receives AC  
19 current and provides DC current to the components of a personal computer, and expressly excludes  
20 redundant power supplies, and “a plurality of component cables” as “two or more cables, each of  
21 which is attachable to a different component selected from the group including: (a) motherboard; (b)  
22 a magnetic disc drive; (c) an optical disc drive; (d) an input/output card; (e) a memory card; (f) a  
23 sound card; (g) a gaming card; (h) a video card; (i) a network card; (j) network hub; (k) a cooling  
24 device.” For the reasons stated above, the constructions discussed above render neither Claim Four  
25 nor Seven indefinite.

IT IS SO ORDERED.

Dated: 10/19/10



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RICHARD SEEBORG  
UNITED STATES DISTRICT JUDGE

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