

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

INNOVATIVE DISPLAY  
TECHNOLOGIES LLC

v.

ACER INC., et al.

§  
§  
§  
§  
§  
§  
§

CASE NO. 2:13-CV-522-JRG  
(LEAD CASE)

**CLAIM CONSTRUCTION**  
**MEMORANDUM AND ORDER**

On July 30, 2014, the Court held a hearing to determine the proper construction of the disputed claim terms in United States Patents No. 6,755,547, 7,300,194, 7,384,177, 7,404,660, 7,434,974, 7,537,370, and 8,215,816. After considering the arguments made by the parties at the hearing and in the parties' claim construction briefing (Dkt. Nos. 69, 75, and 82),<sup>1</sup> the Court issues this Claim Construction Memorandum and Order.

---

<sup>1</sup> Citations to documents (such as the parties' briefs and exhibits) in this Claim Construction Memorandum and Order refer to the page numbers of the original documents rather than the page numbers assigned by the Court's electronic docket unless otherwise indicated. Defendants are Acer Inc., Acer America Corp., Huawei Device USA Inc., Huawei Technologies Co., Ltd., Huawei Investment and Holding Co. Ltd., Microsoft Corp., Blackberry Ltd., Blackberry Corp., Dell Inc., and Hewlett-Packard Co.

**Table of Contents**

**BACKGROUND** ..... 3

**LEGAL PRINCIPLES** ..... 4

**THE PARTIES’ STIPULATED TERMS**..... 6

**CONSTRUCTION OF DISPUTED TERMS**..... 6

    A. “pattern of deformities” and “pattern of light extracting deformities” ..... 7

    B. “continuous side walls” ..... 11

    C. “transition region” ..... 18

    D. “at least some of the light extracting deformities on or in one of the sides are of a different type than the light extracting deformities on or in the other side of the panel member” ..... 23

    E. “an air gap therebetween” and “an air gap between the film, sheet, plate or substrate and the panel member” ..... 30

    F. “desired light output,” “desired light output distribution,” “desired light output distribution or effect,” and “desired light output color or uniformity” ..... 36

    G. “predetermined” ..... 38

    H. “posts, tabs, or other structural features that provide a mount” ..... 42

    I. “well defined optical elements or deformities” and “optical elements or deformities of well defined shape” ..... 43

    J. “a pattern of deformities on one side of the sheet or film having a width and length that is quite small in relation to the width and length of the sheet or film” ..... 47

    K. “pass through a liquid crystal display with low loss” ..... 51

    L. “to [suit/fit] a particular application” ..... 54

**CONCLUSION** ..... 57

**APPENDIX A** ..... 58

## BACKGROUND

Plaintiff brings suit alleging infringement of United States Patents No. 6,755,547 (“the ‘547 Patent”), 7,300,194 (“the ‘194 Patent”), 7,384,177 (“the ‘177 Patent”), 7,404,660 (“the ‘660 Patent”), 7,434,974 (“the ‘974 Patent”), 7,537,370 (“the ‘370 Patent”), and 8,215,816 (“the ‘816 Patent”). All seven of the patents-in-suit are titled “Light Emitting Panel Assemblies” and relate to backlighting for liquid crystal displays (“LCDs”).

The Abstract of the ‘547 Patent is generally representative and states:

Light emitting panel assemblies include a sheet, film or plate overlying a light emitting member. The sheet, film or plate has a pattern of deformities on one or both sides that may vary or be random in size, shape or geometry, placement, index of refraction, density, angle, depth, height and type for controlling the light output distribution to suit a particular application. Also the sheet, film or plate may have a coating or surface treatment for causing the light to pass through a liquid crystal display with low loss.

All of the patents-in-suit claim priority to a common ancestor patent and bear an earliest priority date of June 27, 1995. The parties submit, at least for purposes of the present claim construction proceedings, that the patents-in-suit share a common written description and figures. Dkt. No. 69 at 1; Dkt. No. 75 at 1. For convenience, this Claim Construction Memorandum and Order refers to the specification of only the ‘547 Patent unless otherwise indicated.

Finally, although Plaintiff submitted an expert declaration with its opening claim construction brief (*see* Dkt. No. 69, Ex. B, 6/16/2014 Declaration of Kenneth I. Werner), the Court granted Defendants’ motion to strike that expert declaration. *See* Dkt. No. 85, 7/11/2014 Order. Therefore, in construing the disputed terms, the Court does not consider the expert declaration.

## LEGAL PRINCIPLES

“It is a ‘bedrock principle’ of patent law that ‘the claims of a patent define the invention to which the patentee is entitled the right to exclude.’” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (en banc) (quoting *Innova/Pure Water Inc. v. Safari Water Filtration Sys., Inc.*, 381 F.3d 1111, 1115 (Fed. Cir. 2004)). To determine the meaning of the claims, courts start by considering the intrinsic evidence. *See id.* at 1313; *see also C.R. Bard, Inc. v. U.S. Surgical Corp.*, 388 F.3d 858, 861 (Fed. Cir. 2004); *Bell Atl. Network Servs., Inc. v. Covad Commc’ns Group, Inc.*, 262 F.3d 1258, 1267 (Fed. Cir. 2001). The intrinsic evidence includes the claims themselves, the specification, and the prosecution history. *See Phillips*, 415 F.3d at 1314; *C.R. Bard*, 388 F.3d at 861. Courts give claim terms their ordinary and accustomed meaning as understood by one of ordinary skill in the art at the time of the invention in the context of the entire patent. *Phillips*, 415 F.3d at 1312-13; *accord Alloc, Inc. v. Int’l Trade Comm’n*, 342 F.3d 1361, 1368 (Fed. Cir. 2003).

The claims themselves provide substantial guidance in determining the meaning of particular claim terms. *Phillips*, 415 F.3d at 1314. First, a term’s context in the asserted claim can be very instructive. *Id.* Other asserted or unasserted claims can aid in determining the claim’s meaning because claim terms are typically used consistently throughout the patent. *Id.* Differences among the claim terms can also assist in understanding a term’s meaning. *Id.* For example, when a dependent claim adds a limitation to an independent claim, it is presumed that the independent claim does not include the limitation. *Id.* at 1314-15.

“[C]laims ‘must be read in view of the specification, of which they are a part.’” *Id.* at 1315 (quoting *Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 979 (Fed. Cir. 1995) (en banc)). “[T]he specification ‘is always highly relevant to the claim construction analysis.

Usually, it is dispositive; it is the single best guide to the meaning of a disputed term.” *Phillips*, 415 F.3d at 1315 (quoting *Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1582 (Fed. Cir. 1996)); accord *Teleflex, Inc. v. Ficosa N. Am. Corp.*, 299 F.3d 1313, 1325 (Fed. Cir. 2002). This is true because a patentee may define his own terms, give a claim term a different meaning than the term would otherwise possess, or disclaim or disavow claim scope. *Phillips*, 415 F.3d at 1316. In these situations, the inventor’s lexicography governs. *Id.* The specification may also resolve the meaning of ambiguous claim terms “where the ordinary and accustomed meaning of the words used in the claims lack sufficient clarity to permit the scope of the claim to be ascertained from the words alone.” *Teleflex*, 299 F.3d at 1325. But, “[a]lthough 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.” *Comark Commc’ns, Inc. v. Harris Corp.*, 156 F.3d 1182, 1187 (Fed. Cir. 1998) (quoting *Constant v. Advanced Micro-Devices, Inc.*, 848 F.2d 1560, 1571 (Fed. Cir. 1988)); accord *Phillips*, 415 F.3d at 1323.

The prosecution history is another tool to supply the proper context for claim construction because a patent applicant may also define a term in prosecuting the patent. *Home Diagnostics, Inc., v. Lifescan, Inc.*, 381 F.3d 1352, 1356 (Fed. Cir. 2004) (“As in the case of the specification, a patent applicant may define a term in prosecuting a patent.”). “[T]he prosecution history (or file wrapper) limits the interpretation of claims so as to exclude any interpretation that may have been disclaimed or disavowed during prosecution in order to obtain claim allowance.” *Standard Oil Co. v. Am. Cyanamid Co.*, 774 F.2d 448, 452 (Fed. Cir. 1985).

Although extrinsic evidence can be useful, it is “less significant than the intrinsic record in determining the legally operative meaning of claim language.” *Phillips*, 415 F.3d at 1317

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.