UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 15-04424-AG (AJWx)	Date	April 27, 2016
Title	ATEN INTERNATIONAL CO. v. UNICLASS TECHNOLOGY ET AL.		

Present: The Honorable	ANDREW J. GUILFORD	
Ivette Gomez	Not Present	
Deputy Clerk	Court Reporter / Recorder	Tape No.
Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:	

Proceedings: **[IN CHAMBERS] ORDER REGARDING CLAIM CONSTRUCTION**

Plaintiff ATEN International Co., Ltd. ("ATEN") filed this patent infringement lawsuit against Defendants Uniclass Technology Co., Ltd.; Electronic Technology Co., Ltd. of Dongguan UNICLASS; Airlink 101; Phoebe Micro Inc.; Broadtech International Co., Ltd. d/b/a Linksey; Black Box Corporation; and Black Box Corporation of Pennsylvania (collectively, "Uniclass"). This case was transferred to this Court from the U.S. District Court for the Eastern District of Texas.

The case has reached claim construction. The parties have presented their arguments in briefing filed both in the Eastern District of Texas and here. The Court has determined the proper claim construction for several agreed-on and disputed terms and responds in this order to key arguments.

1. LEGAL STANDARD

Claim construction is the process of determining the meaning and scope of patent claims. *Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 976 (Fed. Cir. 1995) (en banc), *aff'd*, 517 U.S. 370 (1996). It is a matter for the court. *Id.* at 979.

"[T]he words of a claim are generally given their ordinary and customary meaning." *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (quotation marks omitted) (quoting

Vitronics Corp. v. Conceptronic, Inc., 90 F.3d 1576, 1582 (Fed. Cir. 1996)). "[T]he ordinary and customary meaning of a claim term is the meaning that the term would have to a person of ordinary skill in the art in question at the time of the invention . . . ." *Id.* at 1313.

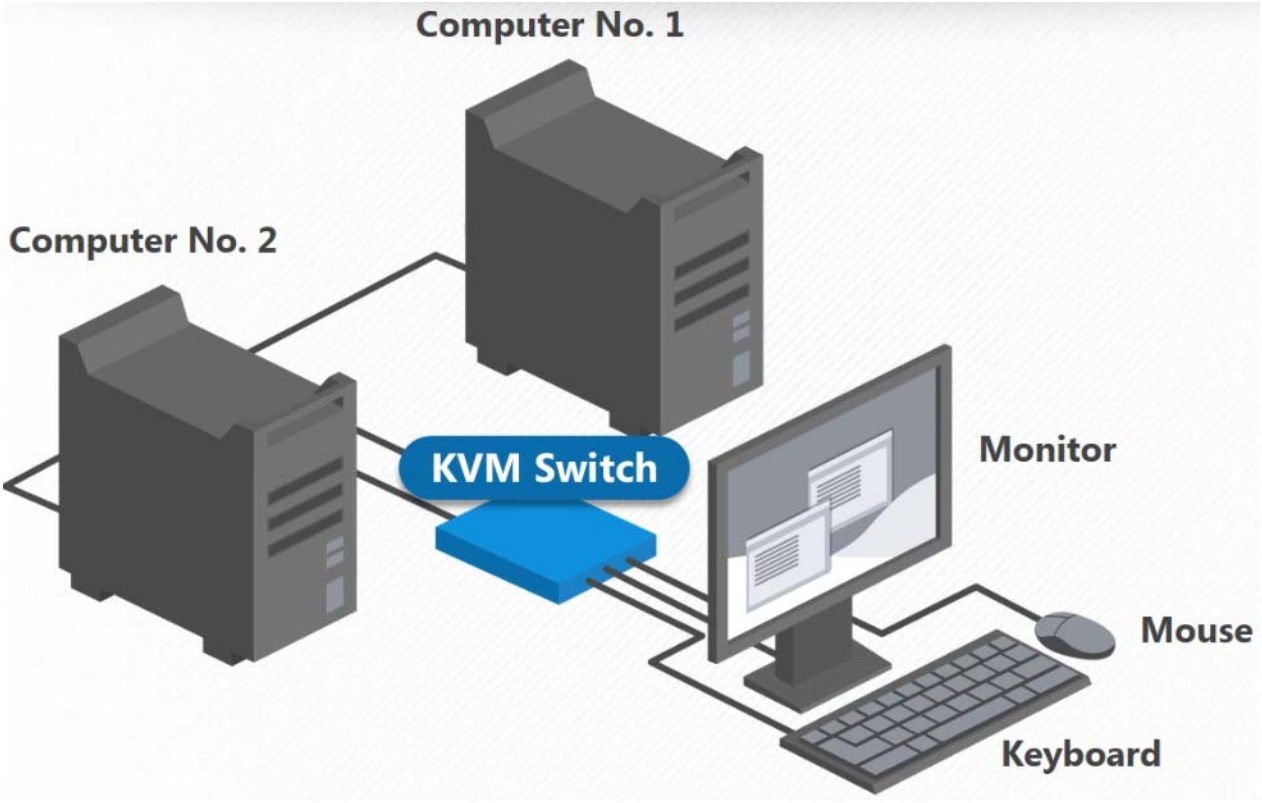
"[T]he claim construction inquiry . . . begins and ends in all cases with the actual words of the claim." *Renishaw PLC v. Marposs Societa' per Azioni*, 158 F.3d 1243, 1248 (Fed. Cir. 1998). "[A] district court's construction of a patent claim . . . often requires the judge only to examine and to construe the document's words . . . ." *Teva Pharm. USA, Inc. v. Sandoz, Inc.*, 135 S. Ct. 831, 840-41 (2015).

But sometimes a court must look to "those sources available to the public that show what a person of skill in the art would have understood disputed claim language to mean." *Phillips*, 415 F.3d at 1314 (quotation marks omitted) (quoting *Innova/Pure Water, Inc. v. Safari Water Filtration Sys., Inc.*, 381 F.3d 1111, 1116 (Fed. Cir. 2004)). "Those sources include the words of the claims themselves, the remainder of the specification, the prosecution history, and extrinsic evidence concerning relevant scientific principles, the meaning of technical terms, and the state of the art." *Innova*, 381 F.3d at 1116. Those sources may also include other "evidence external to the patent and prosecution history, including expert and inventor testimony, dictionaries, and learned treatises.'" *Phillips*, 415 F.3d at 1317 (quotation marks omitted) (quoting *Markman*, 52 F.3d at 980).

2. BACKGROUND

2.1 KVM and KVMP Switches Generally

ATEN alleges that Uniclass infringed several patents relating to keyboard-video-mouse ("KVM") switches. A KVM switch allows a person to control multiple computers using one keyboard, monitor, and mouse. For example, in the following picture, a user of the keyboard, monitor, and mouse could use a KVM switch to switch back and forth between computer 1 and computer 2 while still using the same peripherals and without physically disconnecting or reconnecting any cables or devices.



A KVMP—keyboard, video, mouse, peripheral—switch provides a slight variation on this. As its name suggests, a KVMP switch adds a peripheral, like a printer or scanner, to the mix. A user of one computer with a printer can switch to another computer using a KVMP switch, and choose to have the printer follow to the second computer or remain with the first computer.

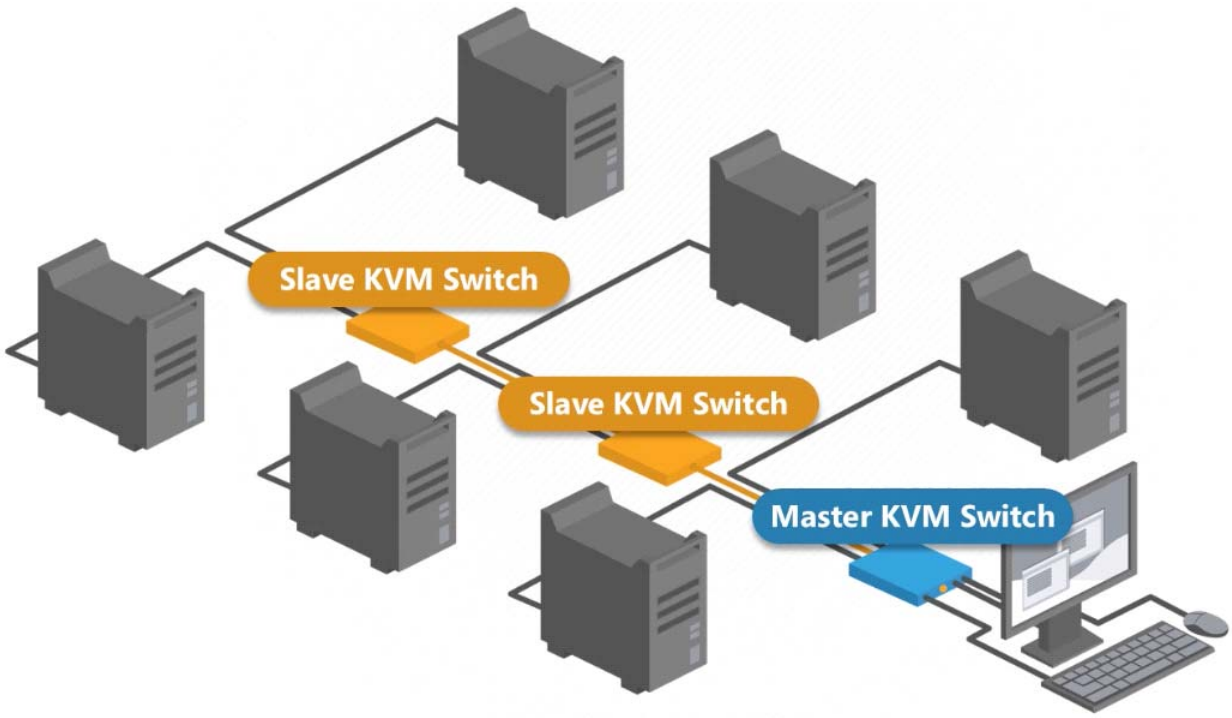
2.2 The Patents

There are five patents at issue. The Court briefly describes each solely to provide context for the rest of this order. The Court does not intend for these simplified summaries of the

patents to have any legal effect, nor does the Court intend in this section to adopt one party's position over another's where there is a dispute.

2.2.1 The '289 Patent

U.S. Patent No. 7,640,289 ("the daisy chain patent") deals with stringing several KVM switches together. A user of just a single KVM switch is typically limited to switching between the computers physically attached to that one switch. To increase the number of computers that can be controlled using the same single keyboard, monitor, and mouse, KVM switches can be connected together. One KVM switch becomes the master switch, and the rest become slaves. The following picture shows this arrangement. The invention of the '289 patent provides that each KVM switch can detect whether it is a master or slave. The switch does this by detecting whether the port on the device used to connect other KVM switches is occupied. So, for example, a master might became a slave if a new master is plugged into it.



2.2.2 The ’217 and ’287 Patents

U.S. Patent Nos. 7,472,217 and 6,957,287 (“the asynchronous switching patents”) relate to KVMP switches. As noted, KVMP switches allow a person to use a peripheral, like a printer or scanner, with more than one computer, much as a KVM switch allows a person to use a keyboard, monitor, and mouse with more than one computer. Previously, when a person switched from one computer to another, the peripheral also had to switch. This is known as synchronous switching. The inventions of the ’217 and ’287 patents allow for asynchronous switching. This type of switching allows the person using the KVMP switch to decide whether the peripheral switches to the second computer along with the keyboard, monitor, and mouse, or whether it remains with the first computer. This may be useful, for example, to allow a printer to finish a printing job associated with one computer while beginning work on another computer.

2.2.3 The ’141 Patent

U.S. Patent No. 8,589,141 (“the hot key patent”) deals with switching between computers that are sharing a keyboard, monitor, and mouse through a KVM switch. Previously, a person had to push a button on the KVM switch itself to switch between computers. The invention of the ’141 patent allows someone to use a keyboard shortcut (or an analogous function on some other input device) to switch between computers.

2.2.4 The ’112 Patent

U.S. Patent 7,035,112 (“the fixed cable patent”) deals with the cables attaching the KVM switch to other devices. Previously, KVM switches included open ports for attaching other devices. The invention of the ’112 patent incorporates at least some integrated, permanently attached cabling, along with a few other improvements. The following picture illustrates ATEN’s comparison of the ’112 invention with previous KVM switches.

2.3 The Claim Construction Briefing

The parties have taken a slightly unconventional approach to the briefing for this claim construction. As noted, this case was originally filed in the U.S. District Court for the Eastern District of Texas. Uniclass successfully moved to have the case transferred to this Court. But ATEN asked the Texas court to let the parties complete claim construction briefing on the then-disputed patents (including U.S. Patent 6,564,275, which is no longer part of this case). The Texas court agreed. After the case was transferred here, Uniclass filed an answer and counterclaims to ATEN's complaint. The counterclaims brought another patent into the case, the '112 patent.

The parties have agreed that the Texas briefing suffices on all but the '112 patent that was added after the case was transferred. The parties filed claim construction briefing on the '112 patent here. Thus, there is a set of briefs related to the '289, '217, '287, and '141 (and now-irrelevant '275) patents, and a set of briefs related to the '112 patent.

3. ANALYSIS

3.1 Agreed-On Constructions

The two agreed-on constructions relate to the two asynchronous switching patents, the '217 and '287 patents.

The parties agree that the structure of "means for switching the selected console device between the first channel and the third channel without interruption of the data flow through the second channel between the first selected computer system and the selected peripheral device" is the structure(s) recited on lines 5:1–41 and the corresponding portions of Figure 4 of the '287 patent. (*See* Joint Claim Construction and Prehearing Statement, Dkt. No. 190 at 2:16–22.)

The parties also agree that the structure of "means for switching the selected console device between the first channel and the third channel without changing the second channel between the first selected computer system and the selected peripheral device" is the structure recited on lines 4:64–5:36 and the corresponding portions of Figure 4 of the '217 patent. (*See id.* at 2:21–3:5.)

The Court agrees that these constructions are appropriate and adopts these constructions. Now on to the disputed constructions.

3.2 Disputed Constructions

This Court's Standing Patent Rules requires patent litigants to identify

> up to 10 terms whose construction will be most significant to the case. If the parties cannot agree on the 10 most significant terms, the parties shall identify the ones they agree are most significant and then they may evenly divide the remainder. While the Court may in its discretion construe more than 10 terms, the total terms identified by all parties as most significant cannot exceed 10.

> For example, in a case involving two parties, if the parties agree upon the identification of five terms as most significant, each may only identify two additional terms as most significant. A failure to make a good faith effort to narrow the instances of disputed terms or otherwise participate in the meet and confer process of any of the provisions in S.P.R. 3 may expose counsel to sanctions, including under 28 U.S.C. § 1927.

S.P.R. 3.43

Despite this rule, the parties have identified 20 terms for construction. (*See* Joint Claim Construction and Prehearing Statement, Dkt. No. 190 at 3:21–5:23.) The two sides have agreed on six claim terms that are "among the most significant" claim terms in this case. (*Id.* at 3:25–28.) Under the Standing Patent Rules, that leaves four for the two sides to split between them. ATEN identified its two. (*See id.* at 3:27–4:2.) Uniclass identified four instead of two. (*See id.* at 4:2–5.) Accordingly, the Court takes the first two terms from Uniclass's proposed terms. Putting this all together yields the following ten terms for construction. They are listed by relevant patent, and numbered using the numbers from the parties' joint claim construction statement. (*See id.* at 3:21–5:23.)

'289 patent:

1. "repeatedly" ["repeatedly detecting" / "repeatedly determining"]. Since the filing of its claim construction briefing on these terms in the Eastern District of Texas, the parties have agreed to consolidate these two terms into a single term for construction: "repeatedly."

'217/'287 patents:

2. "wherein the console devices can be switched either synchronously or asynchronously with the one or more than one peripheral device to the same one of the plurality of computer systems or to different ones of the plurality of computer systems"

3. "without interruption of the signal to the one or more than one peripheral device"

4. "means for switching the selected console device between the first channel and the third channel without interruption of the data flow through the second channel between the first selected computer system and the selected peripheral device"

5. "means for switching the selected console device between the first channel and the third channel without changing the second channel between the first selected computer system and the selected peripheral device."

7. "such that a signal passing from the hub switch module to the one or more than one peripheral device emulates origination from a computer"

'141 patent:

12. "standby indication"

13. "disconnecting the input device from the first host without connecting the input device to any other host and starting emulating the input device to the first host"

17. "determining whether the first input signal comprises a standby indication of a switch command"

'112 patent:

18. "body"

The Court notes that the parties' failure to narrow the disputed issues likely hurt their ability to thoroughly brief the terms now before the Court. This is in part responsible for some of the Court's analysis, which generally does not stray far from the textualist presumptions underlying claim construction.

3.2.1 Previous Constructions

There is some déjà vu here. In *ATEN International Co., Ltd. et al. v. Emine Technology Co., Ltd. et al.*, SACV 09-0843 AG (MLGx), the Court construed many of these terms as they relate to the '287 and '112 patents. Specifically, the Court construed terms 2, 3, 4, 5, 7, and 18. (*See* Joint Claim Construction and Prehearing Statement, Dkt. No. 190 at 3:21–5:24 (listing previously construed terms).) The *Emine* parties settled shortly after the Court issued its claim construction order. They filed a stipulation asking the Court to vacate its claim construction order. (*See* Order, Dkt. No. 319, *ATEN International Co., Ltd. et al. v. Emine Technology Co., Ltd. et al.*, SACV 09-0843 AG (MLGx).) The Court did so. Nonetheless, the Court's previous order still casts a long shadow over this case.

Uniclass asks the Court to adopt at least some of its previous construction of the terms in question—particularly term 18, "body." To support this argument, Uniclass notes that ATEN's proposed construction of "body" has changed between the previous litigation and this case. Uniclass says this discrepancy weakens ATEN's arguments. Uniclass also argues that ATEN is estopped from arguing for a different construction of the same patent language. In particular, Uniclass notes that the Court's order vacating the claim construction order in Emine noted that "by settling the case, ATEN International Co., Ltd. and ATEN Technology, Inc. [were] foregoing their opportunity to appeal the Claim Construction Order." (*Id.* at 1:24–27.)

Of course, ATEN disagrees. It argues that it can't be estopped by a vacated, interlocutory order. ATEN then spends significant ink attempting to relitigate the construction of "body."

ATEN's arguments miss the mark. Certainly, it appears unlikely that a vacated order can have legally preclusive effect. But in any case, for better or worse, the reasoning of the *Emine* court is extraordinarily persuasive to this Court. There doesn't appear to be any good reason for the Court's earlier analysis to apply differently now. As Uniclass notes, "nothing has occurred that would change the scope or construction of the claims." (Defs.' Opening Brief for '112 Patent, Dkt. No. 195 at 8:19–20.) Unpersuasive is the only argument ATEN appears to make to the contrary—that the Federal Circuit has since clarified the "stringent" standard for finding disclaimer through its decision in *Aventis Pharma S.A. v. Hospira, Inc. See Aventis Pharma S.A. v. Hospira, Inc.*, 675 F.3d 1324 (Fed. Cir. 2012). As ATEN itself notes, *Aventis*

didn't create a new standard. It instead "reiterated" the existing stringent standard. *See id.* at 1330. *Aventis* doesn't effectively provide ATEN with new arguments now that it couldn't have made in the previous litigation.

Accordingly, the Court adopts its previous constructions of terms 2, 3, 4, 5, 7, and 18, and references the parties to its prior rulings in *ATEN Technology Co., Ltd. et al. v. Emine Technology Co., Ltd. et al.*, SACV 09-0843 AG (MLGx).

3.2.2 Remaining Construction

This leaves the following 4 terms to be construed.

'289 patent:

1. "repeatedly" ["repeatedly detecting" / "repeatedly determining"]. Since the filing of its claim construction briefing on these terms in the Eastern District of Texas, the parties have agreed to consolidate these two terms into a single term for construction: "repeatedly."

'141 patent:

12. "standby indication"

13. "disconnecting the input device from the first host without connecting the input device to any other host and starting emulating the input device to the first host"

17. "determining whether the first input signal comprises a standby indication of a switch command"

The Court addresses each in turn.

3.2.2.1 "Repeatedly"

"Repeatedly" is used, well, repeatedly throughout the 20 claims in the '289 patent. Since the filing of their claim construction briefing in the Eastern District of Texas, the parties have agreed to roll the terms "repeatedly detecting" and "repeatedly determining," into this single "repeatedly" term for construction purposes.

The parties disagree on the correct construction. ATEN urges the Court to adopt the "plain and ordinary meaning." It argues that the meaning is facially plain and its use in the claims is clear. Uniclass urges the Court to construe the term as "automatically and continuously."

"Repeatedly" is properly construed using the word's plain and ordinary meaning. The Court begins its analysis with the "heavy presumption that claim terms carry their full ordinary and customary meaning, unless the patentee unequivocally imparted a novel meaning to those terms or expressly relinquished claim scope during prosecution." *Omega Eng'g, Inc, v. Raytek Corp.*, 334 F.3d 1314, 1323 (Fed. Cir. 2003) (quotation marks and citation omitted) (quoting *CCS Fitness, Inc. v. Brunswick Corp.*, 288 F.3d 1359, 1366 (Fed. Cir. 2002)).

Uniclass argues that " automatic " falls within the meaning of "repeated," and "continuosly" falls within the meaning of "repeatedly." But even if true, the fact that a narrower definition is possible by itself doesn't justify imposing a new construction on "repeatedly." Uniclass hasn't persuaded the Court that ATEN "unequivocally imparted a novel meaning to ["repeatedly "] or expressly relinquished claim scope during prosecution." *Omega Eng' g*, 334 F.3d at 1323. Nor has Uniclass presented adequate support from the specification—"the single best guide to the meaning of a disputed term"—for its position. *Phillips*, 415 F.3d at 1315 (quotation marks omitted) (quoting *Vitronics*, 90 F.3d at 1582).

Uniclass also argues that the plain and ordinary meaning of "repeatedly" does not, on its face, make it known that the action is continuous, and so adding "continuous" is helpful. But this addition creates problems, as Uniclass' s own expert acknowledged during his deposition.

> Attorney: So there are multiple ways to interpret continuous, correct?
> Expert: Yes.

> Attorney: One of which is all the time and one of which is on a loop? . . .
> Expert: Yes.
> Attorney: And here you meant on a loop, correct?
> Expert: Correct.

(*See* Wirthlin Dep., at 118:23 – 119:7.)

These answers suggest that "continuous" doesn 't add the clarity Uniclass says it does.

For these reasons and others, "repeatedly" is properly construed using the word' s plain and ordinary meaning. The Court now turns to the remaining three terms and the '141 patent.

3.2.2.2 "Standby Indication"

"Standby indication" appears in claims 1, 9, 18, 26, and 27 of the '141 patent. As an example of the term's use, here' s claim 1 of the '141 patent, with the term emphasized.

> 1. A method for controlling a resource sharing apparatus coupling at least one input device to a plurality of hosts including a first host, the method comprising: connecting the input device to the first host; while the input device is connected to the first host, acquiring a first input signal from the input device and determining whether the first input signal comprises a **standby indication** of a switch command and wherein the **standby indication** is for indicating that connection between the input device and the first host can be changed; and in response to a determination that the first input signal comprises the **standby indication**, disconnecting the input device from the first host without connecting the input device to any other host and starting emulating the input device to the first host; and acquiring a second input signal from the input device, wherein the second input signal is not transferred to the hosts when it is inputted to the resource sharing apparatus.

The parties disagree on the correct construction. ATEN again urges the Court to adopt the "plain and ordinary meaning." It argues that the meaning is facially plain and its use in the claims is clear. Uniclass urges the Court to construe the term as "[a]n input signal that directs

the breaking of the direct communication pathway between the input device and host and then the connecting of the host to the emulator."

"Standby indication" is properly construed using using the word's plain and ordinary meaning, particularly given the surrounding claim language. The term relates to the hotkey patent, which relates to technology that allows someone using a KVM switch to switch computers from their keyboard (or other input device) using a series of hotkeys, instead of having to push a button on the KVM switch itself. ATEN explained both the problem and the solution in the following prosecution history.

> However, the inventor discovered a potential problem with such switching command. If such keystrokes are used as switching command without the special handling method described and claimed in the instant application, undesirable result may occur. Without the special handling method, the resource sharing apparatus would keep the host H1 connected while waiting for the entire switching command Ctrl+Ctrl=2 to be received, and at the time, disconnect host H1 and connect host H2. The potential problem with this method is discussed in paragraph [0018]: 'Because the host H1 is still coupled to the keyboard KB when the keyboard KB inputs the number 1 or 2 to the resource sharing apparatus 100, the number 1 or 2, i.e., the rest of the switching command for the resource sharing apparatus 100, may serve as input data and be transferred to the host H1 and/or a malfunction operation may be executed …'
>
> Accordingly, the switching command (e.g. Ctrl+Ctrl+2) is handled in a two-step process. In the first step, after receiving the standby indication part of the switching command (e.g. Ctrl+Ctrl), the resource sharing apparatus disconnects the currently connected host (e.g. H1). At this time, no host is connected to the resource sharing apparatus, and therefore, the identifier part of the switching command (e.g. "2") will not be inadvertently transmitted to the host H1. Then when the identifier part of the switching command is received, the resource sharing apparatus connects the new host which is identified by the identifier.

(*See* Prosecution History of '141 patent, at ATEN0000139.)

The Court again begins its analysis with the "heavy presumption that claim terms carry their full ordinary and customary meaning, unless the patentee unequivocally imparted a novel meaning to those terms or expressly relinquished claim scope during prosecution." *Omega Eng'g*, 334 F.3d at 1323 (quotation marks and citation omitted) (quoting *CCS Fitness, Inc.*, 288 F.3d at 1366). And again, there doesn' t appear to be sufficient reason to move away from this presumed meaning.

"Standby indication" is perhaps more vague than ideal when viewed in isolation, but when the term is viewed within the context of the surrounding language and the specification, a person of ordinary skill in the art in question would understand the term carries its plain and ordinary meaning and would understand what that plain and ordinary meaning is in the context of the claim language and specification. Because the surrounding language in particular is enough, there is no need to import new language into the construction. *See U.S. Surgical Corp. v. Ethicon, Inc.*, 103 F.3d 1554, 1568 (Fed. Cir. 1997) ("Claim construction is a matter of resolution of disputed meanings and technical scope, to clarify and when necessary to explain what the patentee covered by the claims, for use in the determination of infringement. It is not an obligatory exercise in redundancy.")

On the flip side, there are problems with Uniclass's proposal. As ATEN notes, Uniclass's construction injects limitations and language absent from the intrinsic record. For example, it adds "breaking of the direct communication pathway," a term that doesn't seem to show up anywhere in the patent. Uniclass's construction also renders claim language redundant. For example, it adds "connecting . . . the host to the emulator" even though the claim already separately states "starting emulating the input device to the first host."

For these reasons and others, "standby indication" is properly construed using the term' s plain and ordinary meaning.

3.2.2.3 "Disconnecting . . . "

"[D]isconnecting the input device from the first host without connecting the input device to any other host and starting emulating the input device to the first host" appears in claims 1, 9, 18, 26, and 27 of the '141 patent. Like the previous term, this term also relates to the hotkey patent. As an example of the term's use, here's claim 1 of the '141 patent again, this

time with this term emphasized.

> 1. A method for controlling a resource sharing apparatus coupling at least one input device to a plurality of hosts including a first host, the method comprising: connecting the input device to the first host; while the input device is connected to the first host, acquiring a first input signal from the input device and determining whether the first input signal comprises a standby indication of a switch command and wherein the standby indication is for indicating that connection between the input device and the first host can be changed; and in response to a determination that the first input signal comprises the standby indication, **disconnecting the input device from the first host without connecting the input device to any other host and starting emulating the input device to the first host**; and acquiring a second input signal from the input device, wherein the second input signal is not transferred to the hosts when it is inputted to the resource sharing apparatus.

The parties disagree on the correct construction. ATEN again urges the Court to adopt the "plain and ordinary meaning." Uniclass urges the Court to construe the term as "[b]reaking the direct communication pathway between the input device and the host and then establishing a direct communication pathway between the host and the emulator."

"[D]isconnecting the input device from the first host without connecting the input device to any other host and starting emulating the input device to the first host" is properly construed using using the word's plain and ordinary meaning. There are a variety of reasons for this conclusion.

First, there isn't sufficient evidence that ATEN "unequivocally imparted a novel meaning to [this term] or expressly relinquished claim scope during prosecution." *Omega Eng'g, Inc, v. Raytek Corp.*, 334 F.3d 1314, 1323 (Fed. Cir. 2003) (quotation marks and citation omitted) (quoting *CCS Fitness, Inc. v. Brunswick Corp.*, 288 F.3d 1359, 1366 (Fed. Cir. 2002)). Similarly, there isn't any relevant lexicography in the record where ATEN changed the ordinary meaning of the term.

Second, a person of ordinary skill in the relevant art would understand that this claim term carries its plain and ordinary meaning, particularly given the surrounding claim language. A person of ordinary skill in the relevant art would understand what this plain and ordinary meaning is in the context of the claim language and specification. The term refers to disconnecting a keyboard (or other input device) from a computer after receiving the standby indication discussed in the previous section, then emulating the keyboard so that the computer operates as if it is still connected to the keyboard, and then receiving the second half of the switch command, which is directed to the KVM switch.

Third, Uniclass's proposal again introduces terms that appear nowhere in the '141 patent. These terms include "breaking," "direct," and "communication pathway."

For these reasons and others, "disconnecting the input device from the first host without connecting the input device to any other host and starting emulating the input device to the first host" is properly construed using the word's plain and ordinary meaning.

3.2.2.4 "Determining . . . "

"[D]etermining whether the first input signal comprises a standby indication of a switch command" appears in claims 1, 26, and 27 of the '141 patent (although the parties seem to state that it appears only in claim 5, which does not contain the term.). Like the previous term, this term also relates to the hotkey patent. As an example of the term's use, here's claim 1 of the '141 patent again, this time with this term emphasized.

> 1. A method for controlling a resource sharing apparatus coupling at least one input device to a plurality of hosts including a first host, the method comprising: connecting the input device to the first host; while the input device is connected to the first host, acquiring a first input signal from the input device and **determining whether the first input signal comprises a standby indication of a switch command** and wherein the standby indication is for indicating that connection between the input device and the first host can be changed; and in response to a determination that the first input signal comprises the standby indication, disconnecting the input device from the first host without connecting the input device to any other host and starting emulating the input device to the

> first host; and acquiring a second input signal from the input device, wherein the second input signal is not transferred to the hosts when it is inputted to the resource sharing apparatus.

The parties disagree on the correct construction. ATEN again urges the Court to adopt the "plain and ordinary meaning." Uniclass urges the Court to construe the term as "[t]he monitor actively observing the signals from the input device to detect that the connection between the input device and the host may be changed."

"[D]etermining whether the first input signal comprises a standby indication of a switch command" is properly construed using using the word's plain and ordinary meaning. There are again a variety of reasons for this conclusion. Chief among them, though, is Uniclass's failure to provide much of a reason for the Court to stray from "the heavy presumption that claim terms carry their full ordinary and customary meaning." *Omega Eng'g*, 334 F.3d at 1323. (quotation marks and citation omitted) (quoting *CCS Fitness, Inc.*, 288 F.3d at 1366). Uniclass's response to ATEN's opening brief, filed in the Eastern District of Texas, appear to provide only the following argument supporting Uniclass's contentions that the term should be construed as something other than its plain and ordinary meaning.

> The specification support Defendants' construction explaining that "[t]he monitoring unit 230 is coupled between the input device 50 and the control unit 210, acquires signals from the host H1/H2 and the input device 50, decodes the acquired signals and outputs corresponding signals (interrupts) to the control unit 210 . . . ." 141 3:50-63 (emphasis added).

There simply isn't enough here. *See Abbott Labs. v. Sandoz, Inc.*, 566 F.3d 1282, 1288 (Fed. Cir. 2009) ("When consulting the specification to clarify the meaning of claim terms, courts must take care not to import limitations into the claims from the specification."). This is perhaps the best example of a problem already noted by the Court—by laying out so many terms, the parties at times robbed themselves of an opportunity to more fully flesh out their arguments for the key terms.

For these reasons and others, "determining whether the first input signal comprises a standby indication of a switch command" is properly construed using the word's plain and ordinary meaning.

4. DISPOSITION

These claim constructions shall govern in this case.

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