

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. SACV 11-01056-JVS(ANx) Date May 9, 2012

Title Universal Electronics Inc. v. Logitech, Inc., et al.

Present: The Honorable James V. Selna

Karla J. Tunis

Not Present

Deputy Clerk

Court Reporter

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

Not Present

Not Present

**Proceedings: (IN CHAMBERS)  
Order Granting Defendants Logitech, Inc., Logitech International S.A.,  
and Logitech Europe S.A.’s Motion for Summary Judgment of Non-  
Infringement of U.S. Patent No. 7,106,209 (fld 4-9-12)**

Defendants and counter-claimants Logitech, Inc.; Logitech International S.A.; and Logitech Europe S.A. (collectively “Logitech”) move the Court pursuant to Federal Rule of Civil Procedure 56 for summary judgment of non-infringement on one of the patents asserted by plaintiff and counter-defendant Universal Electronics, Inc. (“UEI”). UEI opposes. For the following reasons the motion is GRANTED.

**I. PROCEDURAL BACKGROUND**

UEI commenced this action on July 15, 2011. (Compl., Docket No.1.) It alleges seventeen counts of direct, induced, and contributory infringement of seventeen of its patents relating to remote control technology.<sup>1</sup> (Compl. ¶¶ 16-96.) Furthermore, UEI alleges that the infringement of thirteen of the seventeen patents in suit is “willful and deliberate.” (Compl. ¶¶ 20, 25, 30, 35, 56, 61, 66, 71, 76, 81, 86, 91, 96.) On November 3, 2011, Logitech answered and counterclaimed against UEI. (Logitech Ans., Docket

<sup>1</sup>UEI’s patents in suit include: U.S. Patent No. 5,552,917; U.S. Patent No. RE 39,059; U.S. Patent No. 7,218,243; U.S. Patent No. 7,093,003; U.S. Patent No. 7,831,930; U.S. Patent No. 7,782,309; U.S. Patent No. 7,821,504; U.S. Patent No. 7,821,505; U.S. Patent No. 7,106,209; U.S. Patent No. 7,259,696; U.S. Patent No. 5,255,313; U.S. Patent No. 5,228,077; U.S. Patent No. 5,414,761; U.S. Patent No. 7,589,642; U.S. Patent No. 7,126,468; U.S. Patent No. 6,097,309; and U.S. Patent No. 6,522,262.

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No. 31.) Logitech's counterclaims included claims for declaratory judgment of non-infringement, declaratory judgment of invalidity, infringement of five patents,<sup>2</sup> abuse of process,<sup>3</sup> and unfair competition in violation of Cal. Bus. & Pro. Code § 17200. (*Id.* at ¶¶ 124-96.)

Logitech now moves for summary judgment of non-infringement as to the '209 Patent because it believes the asserted claims, properly construed, are indisputably not infringed by the accused products. (Mot. Br. 1, Docket No. 113-1.) It contends the asserted claims must be construed to require a code database on or in the patented device. (*Id.*) UEI opposes, arguing the claims are properly construed to only require the database to be associated with the device. (Opp. Br. 1, Docket No. 121.) It contends all the accused products meet this requirement. (*Id.*) Logitech argues this is incorrect and its products do not meet that construction either. (Rep. Br. 1, Docket No. 137.)

## II. LEGAL STANDARD

Summary judgment is appropriate only where the record, read in the light most favorable to the nonmoving party, indicates that "there is no genuine issue as to any material fact and . . . the moving party is entitled to a judgment as a matter of law." Fed. R. Civ. P. 56(c); *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 323-24 (1986).

In the context of patent infringement, summary judgment is appropriate where "upon construction of the claims and with all reasonable factual inferences drawn in favor of the non-movant, it is apparent that only one conclusion as to infringement could be reached by a reasonable jury." *ATD Corp. v. Lydall, Inc.*, 159 F.3d 534, 540 (Fed. Cir. 1998). While "[a] district court should approach a motion for summary judgment on the fact issue of infringement with great care," *Cole v. Kimberly-Clark Corp.*, 102 F.3d 524, 528 (Fed. Cir. 1996), this does not foreclose summary judgment and the patentee must

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<sup>2</sup>Logitech's asserted patents include: U.S. Patent No. 5,410,326; U.S. Patent No. 6,130,726; U.S. Patent No. 6,504,580; U.S. Patent No. 6,784,805; and U.S. Patent No. 7,889,095. All Patents are referred to as "the 'XXX Patent" where XXX is the last three digits of the U.S. Patent Number.

<sup>3</sup>The Court has dismissed this claim. (*See* Docket No.72.)

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come forward with specific facts to show there is a genuine issue for trial. Chemical Engineering Corp. v. Esfef Industries, Inc., 795 F.2d 1565, 1571 (Fed. Cir. 1986).

The burden initially is on the moving party to demonstrate an absence of a genuine issue of material fact. MEMC Elec. Materials, Inc. v. Mitsubishi Materials Silicon Corp., 420 F.3d 1369, 1373 (Fed. Cir. 2005). If, and only if, the moving party meets its burden, then the non-moving party must produce enough evidence to rebut the moving party's claim and create a genuine issue of material fact. Id. If the non-moving party meets this burden, then the motion will be denied. Bose Corp. v. JBL, Inc., 274 F.3d 1354, 1360 (Fed. Cir. 2001). The Court will view the evidence in the light most favorable to the non-moving party. MEMC Elec. Materials, Inc., 420 F.3d at 1373.

### III. FACTUAL BACKGROUND

The parties have presented evidence, purportedly uncontroverted facts supported by that evidence, and alleged factual disputes presented by the evidence. To the extent any disputed facts or evidence are material to the Court's decision, the disputes are resolved as stated herein. Disputes over evidence the Court does not rely on are immaterial, and the Court does not rule on them. The facts discussed herein are uncontroverted, except as may be noted below.

#### A. The '209 Patent

The '209 Patent was issued to ZiLOG, Inc. ("ZiLOG") on September 12, 2006. (Statement of Uncontroverted Facts ("SUF") ¶ 2, Docket No. 114.)<sup>4</sup> ZiLOG applied under U.S. Patent Application No. 10/361,281 (the "'209 Patent Application"). (Id. at ¶ 15.) The patent is titled "Programming A Universal Remote Control." (Id. at ¶ 1.)

#### 1. Claim Language

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<sup>4</sup>UEI expressly acknowledges many facts proffered by Logitech are uncontroverted. (See e.g., Statement of Genuine Disputes ("SGD") ¶ 2, Docket No. 124.) As to these facts, the Court cites to Logitech's SUF by paragraph number. More detailed citations to the record are found therein.

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UEI has asserted the '209 Patent against Logitech, specifically claims 1, 5, 7, 9, and 10. (Id. at ¶ 45.) Claims 5, 7, 9, and 10 are dependent on claim 1. '209 Patent 10:14-31 (see Docket No. 115-1). Claim 1 relevantly claims:

A method for programming a universal remote control, comprising:  
(a) receiving at least one signal from a source remote control;  
(b) determining characteristic information based on said signal;  
(c) comparing said characteristic information to a database of said universal remote control;  
(d) determining a matching code set for said source remote control based on said comparison; and  
(e) configuring said universal remote control to mimic control features of said source remote control based on said matching code set, wherein said determining in said (b) includes . . . .

Id. at 9:46-60. Claim 7 adds the additional steps of “(f) connecting to a network; and (g) updating said database via said network.” Id. at 10:21-23.

Several other claims of the '209 Patent not asserted here include relevant language. Claim 11, an independent claim, also claims a method for programming a universal remote control (“URC”) including steps “(c) comparing said characteristic information to a database of said universal remote control;” and “(d) determining a matching code set for said source remote control based on said comparison” Id. at 10:32-43. It also requires “(f) performing one or more troubleshooting techniques if no matching code set is determined at said (d), wherein said performing further comprises: (1) connecting to a remote computer.” Id. at 10:49-52. Finally, claim 13, another independent claim, claims a:

computer readable medium for executing a computer method,  
comprising logic instructions that, if executed:

. . .  
(c) compare said characteristic information to a local database;  
(d) determine a matching code set for said source remote control based on said comparison;  
. . .

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(f) connect to a remote computer if no matching code set is determined at said (d)

Id. at 10:63-11:14.

2. Specification Language

The '209 Patent specification includes several passages relevant to the disputed database location. The specification discloses several embodiments of the claimed invention including an exemplary remote control and exemplary processes. Id. at 2:36-49. The summary of the invention states the exemplary method involves “comparing the characteristic information to a database of the universal remote control.” Id. at 2:4-8. The exemplary remote control involves “comparing the characteristic information to a local database.” Id. at 2:13-18. Later, in the more detailed description of the exemplary remote control, the specification states the database is stored in one of two memory components included as part of the URC, the RAM portion of the microprocessing unit or an optional EEPROM. Id. at 3:22-26, 36-38. Even later, when describing the exemplary method, the specification states that at the comparison step “one or more types of characteristic information determined at step 320 are compared to a database in the RAM 138 and/or the EEPROM to find a matching code set.” Id. at 4:61-64.

In a section entitled “Other Exemplary Aspects and Embodiments” the specification goes on to describe an exemplary implementation where “the database . . . in the URC may be periodically updated. For example, the URC may include a USB port (and/or other ports/interfaces known in the art) for connecting to an external computing device . . . to download data to upgrade the database stored in the URC.” Id. at 8:34-36. It also states that “[i]n another exemplary implementation, if the URC remembers the characteristic information for the SRC (which the URC determined but was unable to match), the URC can provide this to the remote computing device.” Id. at 8:54-57.

B. Prosecution History

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During the prosecution of the '209 patent, the U.S. Patent and Trademark Office ("PTO") rejected the claims several times for reasons including obviousness and anticipation. In response to two of these rejections, the patent applicant made several remarks discussing the database limitation. (SUF ¶¶ 16-18.)<sup>5</sup>

The first relevant amendment and response was sent March 7, 2005 in response to the PTO's December 7, 2004 office action. (Artuz Decl. Ex. 2 p. 1, Docket No. 115-2.) Several of the claims were rejected because they were anticipated pursuant to 35 U.S.C. §102(e) by prior art U.S. Patent No. 6,633,281 ("Lin") or obvious in light of Lin and other prior art. (*Id.* at p. 9.) The applicant responded by arguing that Lin did not disclose multiple steps recited in the claims. (*Id.* at 10.) Specifically, it stated that the procedure for programming a URC in Lin "does not require the universal remote control to have any pre-stored default codes corresponding to different source controls." (*Id.*) Thus, the applicant continued, Lin did not disclose claim elements (b) or (c), (c) being the "database of said universal remote control" element. (*Id.* at 11.) While Lin possibly analyzed a certain characteristic of a source remote control ("SRC") signal, it did not compare it "to any database in the universal remote control as recited in element (c) of claim 1." (*Id.* at 12.) The applicant further requested the PTO provide documentation of any information that it might have of this signal characteristic in Lin "being compared to a database in the universal remote control to find a matching code set as recited in claim 1." (*Id.*)

In another response sent January 3, 2006 in response to the PTO's December 14, 2005 office action, the applicant sought to overcome certain obviousness rejections. (Artuz Decl. Ex. 3 p. 11, Docket No. 115-3.) In doing so, it made several statements characterizing the database limitation. (*Id.* at p. 12-14.) Several obviousness rejections were based on two prior art patents referred to as Hayes and Tsui. (*Id.* at p. 11.) It argued that neither reference "teaches or suggests a matching code set stored in the database of the universal remote control or in a

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<sup>5</sup>UEI does not dispute these facts; it disputes whether they support Logitech's motion. (SGD ¶¶ 16-18.) It additionally seeks to provide context facts as part of its disputes. (*Id.*) The facts are thus uncontroverted. To the extent any provided context is relevant, the Court will discuss it.



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local database.” (*Id.* at p. 12.) The applicant elaborated stating “Hayes does not teach determining a matching code set that is already stored in the universal remote control” and that Hayes relates to a URC that learns a code as opposed to a URC “that determines a matching code set stored on the universal remote control.” (*Id.*) Similarly, it stated that “Tsui does not teach a matching code set stored on a universal remote control.” (*Id.* at p. 13.) Finally, the applicant summarized saying “neither Hayes no Tsui determines a matching codes set stored in a local database or in a database on a universal remote control.” (*Id.* at p. 13.)

C. Accused Products

UEI has asserted the '209 Patent against the Logitech products Harmony H300, H650, H700, H900, One, H1 100, and Logitech Revue remote controls, associated software and hardware, programming and data available on cd, Logitech’s website and/or from Logitech’s database, and any similar products and related technology. (SUF ¶ 45.) In UEI’s infringement contentions, it states that the accused products access a Logitech database via a computer or internet connection. (*Id.* at ¶ 46.) Thus, it is uncontroverted that the Logitech products use a database that is not located on or in the remote control product itself.

IV. DISCUSSION

A determination of “[p]atent infringement requires a two-step analysis.” *CCS Fitness v. Brunswick Corp.*, 288 F.3d 1359, 1365 (Fed. Cir. 2002). First, the Court must construe the disputed claims. *Id.* Then, the Court must compare the “properly construed claims to the accused device, to see whether that device contains all the limitations, either literally or by equivalents, in the claimed invention.” *Id.* The Court has not yet construed any claim terms so it first turns to that matter.

A. Claim Construction

It is well settled that claim construction is “exclusively within the province of the court.” *Markman v. Westview Instruments, Inc.*, 517 U.S. 370, 372 (1996).

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Such construction “begins and ends” with the claim language itself, Interactive Gift Express, Inc. v. CompuServe, Inc., 256 F.3d 1323, 1331 (Fed. Cir. 2001), but extrinsic evidence may also be consulted “if needed to assist in determining the meaning or scope of technical terms in the claims.” Pall Corp. v. Micron Separations, Inc., 66 F.3d 1211, 1216 (Fed. Cir. 1995).

In construing the claim language, the Court begins with the principle that “the words of a claim are generally given their ordinary and customary meaning.” Phillips v. AWH Corp., 415 F.3d 1303, 1312 (Fed. Cir. 2005) (internal quotation marks omitted). Further, this ordinary and customary meaning “is the meaning that the [claim] term would have to a person of ordinary skill in the art in question at the time of the invention, *i.e.*, as of the effective filing date of the patent application.” Id. at 1313. “[T]he person of ordinary skill in the art is deemed to read the claim term not only in the context of the particular claim in which the disputed term appears, but in the context of the entire patent, including the specification.” Id.

“In some cases, the ordinary meaning of claim language as understood by a person of skill in the art may be readily apparent even to lay judges, and claim construction in such cases involves little more than the application of the widely accepted meaning of commonly understood words. In such circumstances general purpose dictionaries may be helpful.” Id. at 1314. In other cases, “determining the ordinary and customary meaning of the claim requires examination of terms that have a particular meaning in a field of art.” Id. In those cases, “the court looks to those sources available to the public that show what a person of skill in the art would have understood the disputed claim language to mean.” Id. These 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.” Id. (internal quotation marks omitted).

The claim terms are not presumed to have the meaning that a person of ordinary skill in the relevant art would ordinarily attribute to them if (1) the patentee acts as his own lexicographer, or (2) the claim term is too vague for an accurate meaning to be ascertained from the language used. Novartis Pharms.



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Corp. v. Abbott Labs., 375 F.3d 1328, 1334 (Fed. Cir. 2004). To act as his own lexicographer a patentee must merely set out a different meaning in the specification in a manner sufficient to provide notice of the meaning to a person of ordinary skill in the art. In re Paulsen, 30 F.3d 1475, 1480 (Fed. Cir. 1994).

It is improper to read limitations from the specification into the claim. Callicrate v. Wadsworth Mfg., Inc., 427 F.3d 1361, 1368 (Fed. Cir. 2005) (citing Phillips, 415 F.3d at 1312 “[I]f we once begin to include elements not mentioned in the claim, in order to limit such claim. . . . we should never know where to stop.”) Although a specification may be relevant, the “written description part of the specification itself does not delimit the right to exclude. That is the function and the purpose of the claims.” Markman, 52 F.3d at 980.

With these principles in mind, the Court now turns to the construction of the claim language at issue.

| Claim Language  | Logitech’s Construction                           | UEI’s Construction                                       |
|---|---|--|
| “a database of said universal remote control”<br>(Claims 1, 5, 7, 10) | A database in or on said universal remote control | A database associated with said universal remote control |

1. Ordinary and Customary Meaning

As stated above, words are normally given their ordinary and customary meaning. UEI argues in part that it does not believe the term needs to be construed, seemingly because it believes the key word “of” has only one ordinary meaning and it would resolve the dispute. (Opp. Br. 9 n. 1.) Alternatively, it contends that the ordinary meaning of “of” in this term is readily apparent and nothing other than application of this meaning is required. (Id. at 9-10.) Specifically, it argues its construction, “associated with,” accords with the plain and ordinary meaning of “of” while “of” does not ordinarily mean “in or on” as Logitech seeks to construe it. (Id. at 9.) It supports this argument by stating that “[o]f” is a preposition that expresses a relationship between two things” and that “associated with” reflects its plain and ordinary meaning. UEI provides a general

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purpose dictionary entry for “of” indicating it is a preposition and providing several definitions for the word, but does not appear to rely on any definition for its “associated with” language. (Id. at 9-10.)

The Court is unconvinced. UEI provides no support to show why the ordinary meaning of “of” as understood by a person of skill in the art is readily apparent as “associated with.” The Court is unsure how the fact that “of” is a preposition that expresses a relationship between two objects in any way supports this construction. Both “on” and “in” also function as prepositions expressing a relationship between two objects. Merriam-Webster Online Dictionary, available at <http://www.merriam-webster.com>. If analysis of what part of speech the term and construction is was somehow determinative or deeply relevant, it would appear that “on” or “in” are more closely related than “associated with.”

Additionally, looking at UEI’s provided general purpose dictionary entry, it is clear that “of” has multiple ordinary meanings. (Lukas Decl. Ex. 4, Docket No. 123-3.) It lists 20 meanings and, as Logitech points out, none are “associated with.” (Id.; Rep. Br. 3.) Further, at least one ordinary meaning in this entry appears to support Logitech’s construction as does another meaning listed in the same dictionary’s online version. (See Lukas Decl. Ex. 5, ¶ 17(a); Merriam-Webster Online Dictionary, “of” ¶ 4 available at <http://www.merriam-webster.com/dictionary/of>. And while not pointed to, at least one meaning would appear to support UEI’s construction. (Lukas Decl. Ex. 5, ¶ 11.) Accordingly, the Court finds the term has more than one ordinary meaning and thus the appropriate meaning to the term is not readily apparent. See O2 Micro Int’l Ltd. v. Beyond Innovation Tech. Co., 521 F.3d 1351, 1361 (Fed. Cir. 2008); Phillips, 415 F.3d at 1314.

Because the term “of” is susceptible to multiple “ordinary” meanings, including meanings similar to both proposed constructions, the Court turns next to see if the term has acquired meaning from the intrinsic evidence. Phillips, 415 F.3d at 1314, 1317.

2. Claim Language

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The Court first examines the language of the claims, both asserted and unasserted, to determine the acquired meaning. *Id.* at 1314. Logitech argues that the language of the claims taken all together show that its proposed meaning indicates the acquired meaning of the term “of” as used in this instance. (Mot. Br. 9.) It contends that of the three independent claims in the patent all specify the location of the database similarly. (*Id.*) Where claims 1 and 11 speak of comparing information “to a database of said universal remote control,” claim 13 speaks of a logic instruction that when executed will compare information “to a local database.” Thus, Logitech argues, similar meaning should be ascribed to the terms because they go to similar inventions and the variation of using “local” instead of “of said” is due to claim 1 and 11 claiming methods while claim 13 claims a “computer readable medium.” (Rep. Br. 5.)

Additionally, Logitech points to limitations in claims 11 and 13 that require the URC to connect to a remote computer when a matching code set cannot be found in the “database of said [URC]” or the “local database,” respectively. (Mot. Br. 9; Rep. Br. 6.) By disclosing an additional step in the method or set of instructions that specifically contemplates connecting to an external device when codes cannot be found in the subject database, Logitech argues, the claims imply that the database of step(c) cannot normally be accessed that way. (*Id.*)

UEI argues that the use of “local” instead of “of said” in claim 13 shows that “of” cannot mean “in or on” because that construction would violate a fundamental tenet of claim construction. (Opp. Br. 10.) UEI argues Logitech’s construction would go against the presumption that different claim terms have different meanings as spelled out in *Agilent Technologies, Inc. v. Affymetrix, inc.* 567 F.3d 1366, 1377-78 (Fed. Cir. 2009) and *Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc.*, 381 F.3d 1111, 1119 (Fed. Cir. 2004). (*Id.*) UEI then argues that the “troubleshooting technique” steps that Logitech points out do not compel Logitech’s construction since those optional steps are just steps that may be taken “irrespective of whether the database of said universal remote control is a local or remote database.”

The Court first addresses UEI’s canon of claim construction argument. The presumption or “fundamental tenet of claim construction” that UEI is referring to is

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inapplicable to the language it attempts to apply it to. The presumption cited to in Agilent and Innova that UEI describes as “the presumption that claim terms have different meanings” is actually more accurately stated as a presumption that all terms in a claim have meaning. 567 F.3d at 1377-78; 381 F.3d at 1119 (“While not an absolute rule, all claim terms are presumed to have meaning in a claim.”) The goal is to prevent claim terms from being rendered superfluous or meaningless. Bicon, Inc. v. Straumann Co., 441 F.3d 945, 950 (Fed. Cir. 2006); Innova, 381 F.3d at 1119 (finding error in construction because it rendered a claim term “unnecessary and superfluous”). It does function to ensure terms in the same claim are not construed to mean the same thing, because that would render one of the terms unnecessary. Such a concern is not present when dealing with independent claims. The fact that “of” is construed to mean “local” does not render “local” unnecessary or superfluous because it still must exist in claim 13 to accurately indicate the claimed invention there.

There is a more limited presumption that “when different words or phrases are used in separate claims, a difference in meaning is presumed.” Nystrom v. Trex Co., 424 F.3d 1136, 1143 (Fed. Cir. 2005), cert. denied, 547 U.S. 1055 (2006). However, these cases generally deal with the existence of an additional word in one claim and not in the other and constructions that would interpret a word in the other claim to include the meaning of that additional word. See e.g., Id. (discussing construction of “board” in one claim to mean in part an item made of wood where another claim explicitly referred to a “wood decking board”). Additionally, this statement from Nystrom appears to be derived from the doctrine of claim differentiation. Id. (relying on Tandon Corp. v. U.S. Int’l Trade Comm’n, 831 F.2d 1017, 1023-224 (Fed. Cir. 1987) (“There is presumed to be a difference in meaning and scope when different words or phrases are used in separate claims. To the extent that the absence of such difference in meaning and scope would make a claim superfluous, the doctrine of claim differentiation states the presumption that the difference between claims is significant.”)). However, “[d]ifferent terms or phrases in separate claims may be construed to cover the same subject matter where the written description and prosecution history indicate that such a reading of the terms or phrases is proper.” Nystrom, 424 F.3d at 1143. Finally, courts have recognized that “claims may be multiplied ... to define the metes and bounds of the invention in a variety of different ways.” Bourns, Inc. v.

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United States, 537 F.2d 486, 492 (Ct.Cl. 1976).

UEI has not alleged that constructing “of” to mean “on or in” would somehow make claim 13 superfluous. It is apparent that doing so would not because there are numerous other differences between it and claim 1. Further, an additional term is not at issue but rather a replacement term in an independent claim. The Court finds that the difference in claim type is a viable reason for why the patentee may have varied his terminology, considering that claim 13 was describing a computer readable medium not a method. ’209 Patent 10:63-11:7. As a result, the fact “of said” could have the same effective meaning as “local” does not compel UEI’s construction and will not prevent Logitech’s.

Instead, considered all together the language of the patent claims supports Logitech’s construction. The “troubleshooting technique” language of claim 11 shows that “if no matching code set is determined” from the “database of said universal remote control” the claimed method must then connect to a remote computer, transmit characteristic data to that computer, allow the remote computer to find a match, and then receive the matching code set. *Id.* at 10:33-57. These additional steps would appear to be identical to what would occur in steps (c) and (d) if the “database of said universal remote control” was located remotely. Therefore, a construction of “of” allowing a remotely located database would render this language superfluous, violating the tenet of claim construction UEI attempts to assert. UEI’s argument about the troubleshooting technique steps being irrelevant because they do not foreclose the possibility of a remote database falls in the face of this. However, the influence of this fact over the construction at issue is somewhat attenuated because claim 11 is not asserted, only claim 1 and its derivatives. It does still influence the construction of claim 1, but only through another canon of claim construction, that the same word in a patent should have the same meaning. *See Phillips*, 415 F.3d at 1314.

This is not the only other claim language that supports the construction of “of” as “on or in.” Dependent claim 7 claims the method of claim 1 with the additional steps of “(f)connecting to a network” and “(g)updating said database via said network.” This would also appear incongruous with already using a remote database, accessed presumably through a network. The additional step (f) would

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be completely superfluous. What need is there to connect to a network in step (f) if the URC has already been doing so per step (c)? Accordingly, the Court finds the context of the claim language itself indicates the database utilized in the claimed method should be located on or in the URC practicing the method.

3. Specification

The specification contains a written description of the invention, the manner and process of making and using it, and the best mode contemplated by the inventor of carrying it out. 35 U.S.C. § 112. “It is always necessary to review the specification to determine whether the inventor has used any terms in a manner inconsistent with their ordinary meaning.” Vitronics, 90 F.3d at 1582; see also Phillips, 415 F.3d at 1315. However, there is a distinction between using the specification to analyze claim terms and incorporating limitations from the specification into the claim language. Phillips, 415 F.3d at 1323; see also Liebel-Flarsheim Co. v. Medrad, Inc., 358 F.3d 898, 904 (Fed.Cir. 2004).

When describing the exemplary method or embodiment, the specification repeatedly states that the database is on or in the URC. See Section III. A. 2. supra p. 5. It does not appear that any disclosed exemplary method or embodiment involves using a remote database for this initial comparison step.<sup>6</sup> However, as UEI points out, this is insufficient to dictate the creation of a limitation because the scope of the claims are not limited to the disclosed preferred embodiments. Gemstar-TV Guide Int’l, Inc. v. Int’l Trade Comm’n, 383 F.3d 1352, 1366 (Fed. Cir. 2004).

More helpful in analyzing the claim terms is the specification’s pattern of language usage which can help show what meaning of “of” one of ordinary skill in

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<sup>6</sup>UEI contends that it does disclose such an example where the specification states “In another exemplary implementation, if the URC remembers the characteristic information for the SRC (which the URC determined but was unable to match), the URC can provide this to the remote computing device.” (Opp. Br. 12.) However, UEI ignores the parenthetical that speaks to the URC being unable to match the code, thus prompting the need to look elsewhere by connecting to a remote computing device. This clearly corresponds to the “troubleshooting technique” step previously discussed the claims.



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the art would have read the patent to be using. In this context, the Court finds the interaction of the “Summary” and “Detailed Descriptions” sections of the specification telling. In the “Summary,” the patent states that “[v]arious exemplary simplified programming processes are described herein” and gives a brief description of the following detailed embodiment descriptions. ’209 Patent 1:62-2:25. It states that the herein disclosed “exemplary method for programming a universal remote control comprises . . . comparing the characteristic information to a database of the universal remote control.” *Id.* at 2:4-8. The detailed description section then states that Section III “describes an exemplary process for programming a universal remote control.” *Id.* at 2:39-40. Section III in turn refers to Section IV for the detailed description of the “recognition process.” *Id.* at 4:20-23. Section IV states in part that “one or more types of characteristic information determined at step 320 are compared to a database in the RAM 138 and/or the EEPROM 140 to find a matching code set for the SRC.” *Id.* at 4:61-64. Thus, the only “method for programming a universal remote” disclosed in the specification uses a database located on or in the URC. In summarizing this specific later disclosed method, the patent refers to a database “of” the remote, thus “of” is used to summarize “database in the RAM 138 and/or the EEPROM 140.” What this means is that the patent equates “a database of the” URC to a database located on or in the URC. Accordingly, the Court finds that in light of the specification, the ordinary meaning of “of” that a person of ordinary skill in the art would have relied on would be equivalent to “in or on.”

#### 4. Prosecution History

The prosecution history also shows that “database of said universal remote control” should be construed to mean “database in or on said universal remote control.” The prosecution history of a patent “provides evidence of how the PTO and the inventor understood the patent.” *Phillips*, 415 F.3d at 1317. It can “inform the meaning of the claim language by demonstrating how the inventor understood the invention and whether the inventor limited the invention in the course of prosecution.” *Id.*

In two responses to office actions, the applicant made several statements about how prior art patents did not involve comparing to a database in or on the

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URC. See Section III. B. supra p. 5-6. Logitech argues that these statements show how the inventor understood the invention and what a claim of a “database of said universal remote control” meant. (Mot. Br. 11.)

UEI argues that the prosecution history supports its construction. (Op. Br. 13.) It contends that the applicant statements Logitech relies on “do not constitute ‘clear and unmistakable’ disavowal of claim scope.” (Id.) UEI asserts that the prior art patents that the applicant was attempting to overcome did not disclose using any database, thus arguing they didn’t have a database on or in the URC was unnecessary. (Id.) Further, UEI believes a statement made in the January, 2006, response shows the applicant’s recognition and delineation of this fact. (Id.) There, the application stated that “[n]either Hayes nor Tsui teaches or suggests a matching code set stored in the database of the universal remote control or in a local database.” (Artuz Decl. Ex. 3 p. 12.) This, it argues, shows that the applicant was arguing that these prior art patents did not have local databases or any associated databases. (Id.)

As stated in Phillips, the prosecution history can both inform the meaning of claim language by showing inventor understanding and by showing if the inventor limited the invention. 415 F.3d at 1317. Therefore, UEI’s argument that the statements do not amount to a disavowal of claim scope only goes to one way the prosecution history could be relevant. The prosecution history statements repeatedly refer to prior art as not having a database in or on the URC when describing why they do not disclose the elements of the applicant’s invention. While the prior art patents may not disclose any database usage, that does not change the clear language used by the applicant. UEI’s point is that it was unnecessary to point to an onboard database to overcome these references. If this is true, all that shows is that use of this language did not come from considerations about these references, but from the applicant’s understanding of its invention.

The Court also finds the statements in the January, 2006, response show the applicant generally conflated “of” with “on” or “in.” The inclusion of “of” and “local” together is more likely explained as the applicant applying the argument made to both its method claim and the computer readable medium claim. After the applicant stated that Hayes and Tsui did not teach or suggest a code set stored in

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the database of the URC or in a local database, it then discussed each reference separately. (Artuz Decl. Ex. 3 p. 12-13.) It stated “Hayes does not teach determining a matching code set that is already stored in the universal remote control” and its method was in opposition to “a universal remote control that determines a matching code set stored on the universal remote control.” (*Id.* at 12.) The applicant went to point out that “Tsui does not teach a matching code set stored on a universal remote control.” (*Id.* at 13.) Finally, in summation, it stated “neither Hayes nor Tsui determines a matching code set stored in a local database or in a database **on** a universal remote control.” (*Id.*) The nearly identical phrasing of the summation and introduction statement show the applicant conflated and equated “of” and “on” as does the specific descriptions of the elements the prior art was missing. The Court thus finds the prosecution history shows that the appropriate meaning of “a database of said universal remote control” is “a database on or in said universal remote control.” Accordingly, the Court construes the disputed term as such.

B. Accused Product Analysis

An accused product must have each limitation of a claim either literally or by equivalent, in order to infringe. Thus, where there is no genuine issue of fact whether a product is missing a limitation, summary judgment of non-infringement can be appropriate. Genzyme Corp v. Transkaryotic Therapies, Inc., 346 F.3d 1094, 1106 (Fed. Cir. 2003). UEI has asserted both literal and equivalency theories of infringement. (SUF ¶¶ 45-48.)

Logitech argues that there is no genuine issue of material fact about whether the accused products infringe the asserted ’209 Patent claims because it is uncontroverted that the products do not use a database on or in the URC product. (Mot. Br. 13.) Further, it argues that the products cannot infringe under the doctrine of equivalents and that UEI has not articulated or pointed to any evidence of equivalency. (*Id.* at 13-14.)

UEI does not argue that the accused products would infringe either directly or indirectly under Logitech’s proposed construction. (Opp. Br. 14-15.) It relies only on its proposed construction. (*Id.*) The Court finds that there is no genuine

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issue of material fact over whether the accused products infringe either literally or under the doctrine of equivalents. Accordingly, Logitech is entitled to summary judgment of non-infringement of the '209 Patent on all accused products.

V. CONCLUSION

For the foregoing reasons, summary judgment on non-infringement of the '209 Patent is GRANTED.

IT IS SO ORDERED.

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