

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	SACV 18-01571 JVS (DFMx)	Date	December 23, 2019
Title	Polaris PowerLED Tech., LLC v. VIZIO, Inc.		

Present: The Honorable **James V. Selna, U.S. District Court Judge**

Lisa Bredahl

Not Reported

Deputy Clerk

Court Reporter

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

Not Present

Not Present

Proceedings: [IN CHAMBERS] Order re Supplemental Claim Construction Disputes

Plaintiff Polaris PowerLED Technologies, LLC (“Polaris” or “Plaintiff”) and Defendant VIZIO, Inc. (“VIZIO” or “Defendant”) previously submitted their claim constructions for nine terms in U.S. Patent No. 8,223,117 (“the ’117 Patent”). The parties’ claim construction disputes were fully briefed, a hearing was held, and a claim construction order was issued. See Joint Claim Construction and Prehearing Statement, Docket No. 78; Polaris Op. Br., Docket No. 106; VIZIO Op. Br., Docket No. 105; Polaris Resp. Br., Docket No. 140; VIZIO Resp. Br., Docket No. 139; Minutes of Claim Construction Hearing, Docket No. 204; Claim Construction Order, Docket No. 212.

In the Claim Construction Order, the Court deferred construction of the claim terms “first input configured to . . .” and “second input configured to . . .” pending the submission of supplemental briefing by the parties. Those supplemental briefs have now been submitted. See Polaris Op. Supp. Br., Docket No. 237; VIZIO Op. Supp. Br., Docket No. 236; Polaris Resp. Supp. Br., Docket No. 243; VIZIO Resp. Supp. Br., Docket No. 242.

Having considered the parties’ supplemental filings, the Court provides supplemental claim constructions for the terms “first input configured to . . .” and “second input configured to . . .” as provided herein.

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I. BACKGROUND

Two patents are asserted in this case, but the two remaining disputed claim terms both appear in the '117 Patent, which generally relates to a method and apparatus for adjusting the brightness of a display screen.

The disputed claim terms appear in asserted Claims 1, 2, 4, 5, 9, 13, 14, 15, and 18 of the '117 Patent.¹ See *generally* Joint Claim Construction Statement (“Joint Statement”), Docket No. 78; VIZIO Op. Br.; Third Amended Complaint (“TAC”), Docket No. 95. The language of the two asserted independent claims are included below.

Claim 1 recites:

1. A brightness control circuit with selective ambient light correction comprising:
 - a first input configured to receive a user signal indicative of a user selectable brightness setting;
 - a light sensor configured to sense ambient light and to output a sensing signal indicative of the ambient light level;
 - a multiplier configured to selectively generate a combined signal based on both the user signal and the sensing signal; and
 - a dark level bias configured to adjust the combined signal to generate a brightness control signal that is used to control a brightness level of a visible display such that the brightness control signal is maintained above a predetermined level when the ambient light level decreases to approximately zero.

¹ In its opening brief, VIZIO lists independent Claims 1 and 15 and dependent Claims 2, 4, 5, 6, 7, 9, 13, 16, and 18 as asserted claims. VIZIO Op. Br. at 1. However, Claim 14, not included in VIZIO’s list, is listed as a claim with a disputed term in both the Joint Statement and elsewhere in VIZIO’s briefs. *Id.* at 3; Joint Statement at 1; VIZIO Resp. Br. at 5. Additionally, the Third Amended Complaint lists Claim 14 as one of the asserted claims. Docket No. 95 ¶ 26. As also later discussed, although identified as asserted claims, Claims 9 and 13 were not listed in the Joint Statement Disputed Terms Table for the smaller disputed phrase “configured to,” even though it appears in both of those claims. See Joint Statement; '117 Patent, Claims 9, 13.

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Claim 15 recites:

15. A method to selectively provide ambient light correction, said method comprising:
- receiving a user input signal indicative of a user selectable brightness setting;
 - selectively multiplying the input signal with a sense signal to generate a combined signal, wherein the sense signal indicates an ambient light level; and
 - adjusting the combined signal with a dark level bias to generate a brightness control signal for controlling brightness of a visible display such that the brightness control signal is maintained above a predetermined level when the ambient light level decreases to approximately zero.

II. LEGAL STANDARD

Claim construction is “exclusively within the province of the court.” Markman v. W. Instruments, Inc., 517 U.S. 370, 372 (1996). Such construction “must begin and remain centered on” 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) (en banc) (internal quotation marks omitted). 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

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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 (internal citation omitted). 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. Then “the court looks 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.” Id. (internal quotation marks omitted). 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).

But 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) (“[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.”) (quoting Phillips, 415 F.3d at 1312). A court does “not import limitations into claims from examples or embodiments appearing only in a patent’s written description, even when a specification describes very specific embodiments of the invention or even describes only a single embodiment, unless the specification makes clear that ‘the patentee . . . intends for the claims and the embodiments in the specification to be strictly coextensive.’” JVW Enters., Inc. v. Interact Accessories, Inc., 424 F.3d 1324, 1335 (Fed. Cir. 2005) (internal citations omitted) (emphasis added).

III. ANALYSIS

Term	Polaris’ Construction	VIZIO’s Construction	Court’s Construction
“a first input configured to	“first input actually programmed or	“configured to” is understood by its	“first input actually programmed or

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receive a user signal indicative of a user selectable brightness setting” (’117 Patent, Claim 1)	implemented with hardware or software to receive a user signal indicative of a user selectable brightness setting”	plain and ordinary meaning, which is “designed to receive a signal” (see Polaris Op. Supp. Br. at 1)	implemented with hardware or software to receive a user signal indicative of a user selectable brightness setting”
“second input configured to receive a selection signal to selectively operate the brightness control circuit in an auto mode or a manual mode” (’117 Patent, Claim 9)	“second input actually programmed or implemented with hardware or software to receive a selection signal to selectively operate the brightness control circuit in an auto mode or a manual mode”	“configured to” is understood by its plain and ordinary meaning, which is “designed to receive a signal” (see Polaris Op. Supp. Br. at 1)	“second input actually programmed or implemented with hardware or software to receive a selection signal to selectively operate the brightness control circuit in an auto mode or a manual mode”

In supplemental briefing, Polaris maintains that the term “configured to” in the “first input configured to . . .” and “second input configured to . . .” claim limitations should be interpreted as meaning “actually programmed or implemented” “in hardware, software, or a combination of both.” See, e.g. Polaris Resp. Supp. Br. at 1. Although not directly addressed in its opening supplemental brief, VIZIO’s responsive supplemental brief maintains that these claim phrases do not cover implementations in software. VIZIO Resp. Supp. Br. at 1.

VIZIO’s position continues to be primarily based on the fact that “[t]he specification does not . . . disclose corresponding software implementations for the ‘first

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input’ or second input.’” Id. at 1. However, in the Claim Construction Order, the Court stated, inter alia,

As a general matter . . . the Court rejects VIZIO’s arguments to the extent that they de facto exclude software implementations of certain claim limitations simply because such an embodiment is not specifically described in the ’117 Patent’s specification The Federal Circuit has “repeatedly cautioned against limiting claims to a preferred embodiment.” Comaper Corp. v. Antec, Inc., 596 F.3d 1343, 1348 (Fed. Cir. 2010) (citing Linear Tech. Corp. v. Int’l Trade Comm’n, 566 F.3d 1049, 1058 (Fed. Cir. 2009); Comark Commc’ns, Inc. v. Harris Corp., 156 F.3d 1182, 1187 (Fed. Cir. 1998)). VIZIO does not argue that the patent has disclaimed embodiments where the components are software-implemented. Instead, it merely points to the absence of descriptions of these embodiments in the specification [T]he relevant inquiry is not whether software implementations of each limitation are described as a preferred embodiment, but whether a person of ordinary skill in the art would read the claims and specification of the ’117 Patent and understand the claim limitation as something that could be implemented in software. See Comaper, 596 F.3d at 1348.

Docket No. 212 at 10–11. The same conclusion continues to apply here. VIZIO’s other arguments in its responsive supplemental claim construction brief are premised on its assertion about the scope of the patent specification, including based on rejecting Polaris’ interpretation of the specification by relying on citations to extrinsic evidence. But VIZIO does not identify intrinsic or extrinsic evidence for either (1) the proposition that the patent applicant clearly demonstrated an intent to limit the scope of the claim term, or (2) the proposition that a person of skill in the art at the time of the invention would not have understood the phrases “first input” and “second input” to implicate software-based implementations.

VIZIO cites to older Federal Circuit cases for the proposition that interpreting the claims to cover both hardware and software implementations “would run afoul of the

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enablement and written description standards set forth by 35 U.S.C. § 112.” VIZIO Resp. Supp. Br. at 1–2. But as explained in Phillips, which was decided after each of VIZIO’s cited cases,

[w]hile we have acknowledged the maxim that claims should be construed to preserve their validity, we have not applied that principle broadly, and we have certainly not endorsed a regime in which validity analysis is a regular component of claim construction. Instead, we have limited the maxim to cases in which the court concludes, after applying all the available tools of claim construction, that the claim is still ambiguous.

Phillips, 415 F.3d at 1327 (citations and quotations omitted). VIZIO has not argued, and the Court does not find, that the circumstances here support such an inquiry.

The Court finds Polaris’ cited intrinsic and extrinsic evidence persuasive regarding the meaning of the terms “first input configured to . . .” and “second input configured to . . .” Because VIZIO has not shown a basis to limit the meaning of the terms, they are construed consistent with Polaris’ proposed constructions.

IV. CONCLUSION

The previously-deferred disputed claim terms are construed as follows:

Claim Term	Court’s Construction
“a first input configured to receive a user signal indicative of a user selectable brightness setting” (’117 Patent, Claim 1)	“first input actually programmed or implemented with hardware or software to receive a user signal indicative of a user selectable brightness setting”
“second input configured to receive a selection signal to selectively operate the brightness control circuit	“second input actually programmed or implemented with hardware or software to receive a selection signal

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in an auto mode or a manual mode” (’117 Patent, Claim 9)	to selectively operate the brightness control circuit in an auto mode or a manual mode”
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IT IS SO ORDERED.

Initials of _____ : _____
Preparer lmb
