

Ming-Tao Yang (SBN 221295)
ming.yang@finnegan.com
Jeffrey D. Smyth (SBN 280665)
jeffrey.smyth@finnegan.com
**FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP**
3300 Hillview Avenue
Palo Alto, California 94304
Telephone: (650) 849-6600
Facsimile: (650) 849-6666

Kai Rajan (*pro hac vice*)
Kai.Rajan@finnegan.com
**FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP**
901 New York Avenue NW
Washington, D.C. 20001
Telephone: (202) 408-4000
Facsimile: (202) 408-4400

*Attorneys for Defendants
BizLink Technology, Inc., BizLink
Holding Inc., and BizLink International Corp.*

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

ANDERSON POWER PRODUCTS, INC.,

Plaintiff,

v.

BIZLINK TECHNOLOGY, INC., BIZLINK
HOLDING INC., and
BIZLINK INTERNATIONAL CORP.,

Defendants.

CASE NO. 3:23-cv-05436-AMO

**DEFENDANTS' RESPONSIVE CLAIM
CONSTRUCTION BRIEF PURSUANT TO
PATENT L.R. 4-5(b)**

Date/Time: To be scheduled
Location: Courtroom 10, 19th Floor
Judge: Honorable Araceli Martínez-Olguín

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1 **I. INTRODUCTION**

2 The asserted patent relates to electrical connectors with features to suppress electrical arcing.
3 The scientific knowledge of arcing has been around since Benjamin Franklin flew his kite in a
4 lightning storm in 1752 and Thomas Edison first distributed electricity in 1882. Electric arcing through
5 air can occur between two nearby conductors with a high voltage differential. As a practical example,
6 sometime arcing may occur when someone unplugs a running hair dryer or other electrical appliance.

7 Although insulating barriers had long been used in designs for electrical connectors, the
8 patentee claims to have improved arc suppression by “closing off *all* through-air arcing paths.” See
9 Dkt. 52-1 (’017 patent), at 2:1-2 (Summary of the Invention). Specifically, the ’017 patent describes
10 mechanisms for pressing the connectors and the barriers closer to each other to close off the through-
11 air arcing paths. See *id.*, at 3:10-12, 3:37-40. Plaintiff has asserted claims in this case—claims 1-4, 7,
12 and 9—which concern shielding or covering the leading ends of the conductive contacts with barriers
13 to block “substantially all through-air arcing paths” to suppress arcing when the connectors are
14 separated.

15 There are three claim-construction disputes before the Court, and they are neither complex nor
16 controversial. The disputed terms are (1) “blocking” of through-air arcing paths; (2) “insulating” in
17 describing a housing or barrier; and (3) the “mechanism” for contact and barrier tensioning.
18 Defendants propose construing the claims consistent with the ’017 patent’s intrinsic evidence—the
19 claims, the specification, and the prosecution history—so that the claims mean what the inventors
20 disclosed and claimed. Accordingly, “blocking” means “closing off”; “insulating” means “protecting”;
21 and “mechanism” means one or more structure.

22 Plaintiff Anderson takes three drastically different approaches among these three terms,
23 applying a different standard for each of Anderson’s proposed construction. For “blocking,” Anderson
24 wants no definition to keep the claims broad, and has relied heavily on no disavowal of claim scope.
25 Anderson argues “blocking” just means “blocking,” and does not mean “closing off,” despite the
26 inventors’ clear and unequivocal characterization of the term as such. For “insulating,” Anderson
27 limits it to “electrically insulating” despite the lack of such characterization or limitation in the
28 specification. For the “mechanism” terms appearing in separate claims, Anderson nevertheless asks

the Court to find that they require different structures, despite the intrinsic record showing that they can be one structure. Claim construction should adhere to the well-established caselaw applied consistently, not Anderson’s whack-a-mole approach of self-conflicting arguments.

The Court should adopt BizLink’s proposed constructions, which follow the correct claim construction standards and are supported by the intrinsic evidence.

II. CLAIM CONSTRUCTION PRINCIPLES

Claim construction “is a question of law, to be determined by the court.” *Markman v. Westview Instruments, Inc.*, 517 U.S. 370, 385 (1996). To begin a claim construction analysis, the Court must first consult the intrinsic record, which includes “the words of the claims themselves, the remainder of the specification, [and] the prosecution history.” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1314 (Fed. Cir. 2005). As a fundamental principle, claims must be construed as one of ordinary skill in the art in the relevant field of the invention would construe the claims, and not as a layperson. *Id.*, 415 F.3d at 1313.¹ The “words of a claim ‘are generally given their ordinary and customary meaning.’” *Id.* at 1312-13. “[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.” *Id.* at 1313.

The patent specification, which includes description and context of the invention, “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.” *Id.* at 1315. By maintaining consistency between the specification and the claim construction, the Court ensures that the inventor’s intended meaning of claim terms will be honored, and the claims, as interpreted, will cover disclosed embodiments of the invention. *See Rexnord Corp. v. Laitram Corp.*, 274 F.3d 1336, 1342-43 (Fed. Cir. 2001). When the intrinsic record is silent as to the plain meaning of a term, it is appropriate for the Court to seek guidance as to the

¹ The parties do not dispute the level of ordinary skill in the art, which is at least a bachelor’s degree in electrical engineering or a similar field and at least two years of experience working with electrical circuits or electrical connectors, including power connectors. *See BizLink Technology, Inc. v. Anderson Power Products, Inc.*, IPR2024-00687 Paper 1 at 19 (PTAB May 13, 2024); *BizLink Technology, Inc. v. Anderson Power Products, Inc.*, IPR2024-00687 Paper 6 at 7 (PTAB August 29, 2024).

claim term's scope from dictionaries or other extrinsic evidence. *Helmsderfer v. Bobrick Washroom Equip., Inc.*, 527 F.3d 1379, 1382 (Fed. Cir. 2008).

III. BIZLINK'S PROPOSED CONSTRUCTIONS SHOULD BE ADOPTED

A. The '017 Patent and Anderson's Asserted Claims

The '017 patent relates to "electrical connector that suppresses [through-air] arcing if connected or disconnected while current is flowing." Dkt. 52-1 ['017 patent], at 1:6-8. Arcing through air occurs between two conductors when they come near each other with a high voltage differential, resulting in an electrical arc. Anderson asserted six patent claims—claim 1 is the only independent claim, and claims 2-4, 7, and 9 all depend from claim 1.

Claim 1 is directed to using insulating barriers to cover electrical contacts to block arcing paths, because closing off air paths suppresses arcing. Claim 1 recites "[a]n electrical connector pair, comprising," among other things, "a first insulating barrier" and "a second insulating barrier" "being configured so as to be in close proximity . . . , thereby blocking substantially all through-air arcing paths between the first and second electrical contacts." *Id.*, at 4:20-44. Claim 1 is reproduced below, with the disputed claim terms bolded.

1. An electrical connector pair, comprising:
a first connector having **a first insulating housing**;
a first electrical contact supported within **the first insulating housing**, the first electrical contact having a connecting surface that is substantially parallel with a longitudinal axis of **the insulating housing** and terminates in a leading end of the first electrical contact;
a second connector having **a second insulating housing**; a second electrical contact supported within **the second insulating housing**, the second electrical contact being configured to laterally engage with the connecting surface of the first electrical contact when the first connector is mated with the second connector;
a first insulating barrier within the first connector extending beyond and covering the leading end of the first electrical contact; and
a second insulating barrier extending beyond the second electrical contact within the second connector, **the second insulating barrier** being configured so as to be in close proximity with **the first insulating barrier** when the first and second connectors are partially disconnected and the first and second electrical contacts are separated by a short distance, **thereby blocking substantially all through-air arcing paths between the first and second electrical contacts.**

Id., at 4:20-44.²

On October 29, 2024, more than one year after filing its complaint, Anderson filed a Motion for Leave to Amend its Infringement Contentions to add eight additional patent claims—claims 5-6 and 13-18—which claim different electrical arcing features from those in the asserted claims. Dkt. 49. The Court has scheduled a hearing for the motion on February 27, 2025. Dkt. 59. Those additional claims are not yet in the case and were not included in the Joint Claim Construction and Prehearing Statement. Dkt. 47-1. The additional claims are also likely to raise additional claim construction issues, which the parties have not discussed because such discussions are premature. BizLink will address claim construction issues relating to the later-added claims if and when those claims are added to the case following the Court’s decision on Anderson’s motion for leave.

B. “Thereby *blocking* substantially all through-air arcing paths between the first and second electrical contacts” (Claim 1)

Plaintiff’s Proposed Construction	Defendants’ Proposed Construction
Plain and ordinary meaning (no specific construction offered)	“thereby <i>closing off</i> substantially all through-air arcing paths between the first and second electrical contacts”

The parties appear to have a dispute over the meaning of “blocking,” although Anderson’s brief identified no meaning of its own, and instead appears closer to agreement with BizLink’s proposed construction. Dkt. 52, at 12³ (Anderson acknowledging that “the terms ‘blocking’ and ‘closing off’ appear to be used synonymously in the ’017 patent”; “To the extent . . . the terms mean the same thing, then the Court should reject Defendants’ proposed construction.”).

BizLink proposes the plain and ordinary meaning of “blocking” as “closing off,” consistent with the specification and with several dictionary definitions which “provide evidence of the claim term’s ‘ordinary meaning’” to a person of ordinary skill in the art. *See Abbott Lab’ys. v. Syntron Bioresearch, Inc.*, 334 F.3d 1343, 1350, 67 U.S.P.Q.2d 1337 (Fed. Cir. 2003). The language of claim

² All emphases are added unless otherwise indicated.

³ All citations to Anderson’s Opening Brief refer to the page number at the bottom of the document.

1 1 supports BizLink’s proposed construction. Claim 1 requires the first and second insulating barriers
 2 configured to be in “close proximity” “when the first and second connectors are partially
 3 disconnected.” Dkt. 52-1, at 4:37-40. This “close proximity” results in “blocking substantially all
 4 through-air arcing paths between the first and second electrical contacts,” as signaled by the word
 5 “thereby.” *See id.*, at 4:42. In other words, by the language of the claim, the two insulating barriers are
 6 so close to one another as to close off substantially all through-air arcing paths.

7 The specification similarly describes the claimed “blocking” as “closing off” through-air
 8 arcing paths. The “Summary of the Invention” states that “[t]he male and female barriers engage with
 9 each other when the contacts are separated, thereby **closing off** all through-air arcing paths.” *Id.*, at
 10 2:67-2:3. The barriers engage and are in close proximity when “the male insulating barrier 200 is **very**
 11 **near to or physically in contact with** the femail [sic] insulating barrier 202, thereby blocking
 12 substantially all through-air arcing paths between the contacts 100, 102.” *Id.*, at 3:33-36. The abstract
 13 also confirms that the ’017 patent is directed to “**closing off** substantially all through-air arcing paths
 14 between [the barriers].” *Id.*, Abstract.

15 As the inventors explained, “blocking substantially all through-air arcing paths between the
 16 first and second electrical contacts,” as claimed, simply means “**closing off** substantially all through-
 17 air arcing paths between the first and second electrical contacts.” The “Background of the Invention”
 18 explains that “cover[ing] the leading end of one of the electrical contacts” with “an insulating barrier”
 19 was a known solution. Dkt. 52-1, at 1:42-45. But “arcing can still occur through an indirect path that
 20 by-passes the insulating barrier.” *Id.*, at 1:45-47. In other words, and in the inventors’ own words, the
 21 invention’s blocking air paths is about closing the direct and indirect air paths. *Id.*, at 1:42-52.
 22 Anything less than closing off all air paths—such as merely blocking direct air paths but not indirect
 23 air paths—would fail to suppress electrical arcing and would fall within the prior art.

24 Oddly, Anderson has been completely silent about the meaning of “blocking” in asserting its
 25 claim construction here, and yet was vocal in its Preliminary Response to BizLink’s *Inter Partes*
 26 Review Petition, which is part of the intrinsic record of the ’017 patent. Anderson itself argued to the
 27 PTAB that closing off—i.e., lacking “any gaps between”—is key to the ’017 patent. *See Ex. 6 at 23.*
 28 *BizLink Technology, Inc. v. Anderson Power Products, Inc.*, IPR2024-00687 Paper 6 at 23 (PTAB

August 29, 2024) (“Petitioner’s manufactured diagram is at best ambiguous as to whether the alleged first and second insulating barriers are configured to “block substantially all through-air arcing paths” between the first and second electrical contacts, *as claimed*”; “Petitioner’s manufactured diagram is ambiguous as to *whether there are any gaps between, or discontinuities in, the alleged insulating barriers* at other locations . . . that would provide through-air arcing paths.”)(emphases added). In Anderson’s own words, “blocking” is “closing off” because there must not be “*any gaps between, or discontinuities in, the alleged insulating barriers.*” Because Anderson’s own Patent Owner’s Preliminary Response is intrinsic evidence to the ’017 patent, is part of Patent Office records, and provides Anderson’s unequivocal statement in seeking to overcome prior art, Anderson cannot now take a contrary position and assert a broad, unanchored view of “blocking” after taking the contrary position before the PTAB.

In addition to the abundant support from the intrinsic evidence, BizLink’s proposed construction also comes from the plain and ordinary meaning of “blocking,” as evidenced by several dictionary definitions. Several dictionaries define the verb “block[ing]” as “closing off” or “shut off from view,” “to stop or impede the passage of or movement through,” and “to obstruct by placing obstacles in the way.” *See, e.g.,* Ex. 1 at 133; Ex. 2 at 7-8; Ex. 3 at 154; Ex. 5 at 132.

BizLink’s approach stays true to the claim and the specification of the ’017 patent, whereas Anderson’s opening brief meanders without ever proposing any meaning of “blocking.” According to Anderson, “blocking” means “blocking” and cannot mean anything else. But saying “blocking” means “blocking” does not aid the jurors, especially when the intrinsic evidence provides clarity over Anderson’s insisted ambiguity.

Anderson questions whether “blocking” and “closing off” mean the same thing, but never once explained what its “blocking” means. Dkt. 52, 11. Applying the broadest sense to these two terms, they may be cousins, but not identical twins: “closing off” involves “blocking,” but the opposite may not always be true. For example, a traffic cone or detour sign could “block” a road lane yet leave plenty of space for vehicles to pass around. Similarly, the ’017 patent cautions against generic or partial blocking that leaves indirect air paths for electrical arcing. *See* Dkt. 52-1, at 1:42-52. The inventors made it clear that a blocking of a lesser degree does not work; the ’017 patent requires

1 closing off substantially air paths—both direct and indirect—to suppress arcing. *Id.*, at 1:45-47. (“arcing
2 can still occur through an indirect path that by-passes the insulating barrier.”). Applying the plain and
3 ordinary meaning of “closing off” resolves any ambiguity that the term “blocking” alone may create,
4 and clearly describes the “blocking” the inventors of the ’017 patent delineated with clarity.

5 Anderson, however, suggests that this “injects unnecessary complexity and ambiguity into the
6 claims.” Dkt. 52, at 11. Not so. Indeed, it is Anderson who favors ambiguity here: Anderson asks the
7 Court to reject BizLink’s proposal as either identical to the claim language or overly narrow, without
8 taking any position on what the plain and ordinary meaning should be, how its lack of construction
9 would aid the jurors, or how the jurors would apply it. *Id.* In the same breath, Anderson concedes that
10 “the terms ‘blocking’ and ‘closing off’ appear to be used synonymously in the ’017 patent,” Dkt. 52,
11 at 11, and Anderson cannot dispute that when the specification discusses electrical arc suppression, it
12 discusses “closing off” both direct and indirect air paths, as explained above. Because Anderson
13 provides no meaning, clarity, or context to its alleged plain and ordinary meaning, the Court should
14 reject it as offering no aid to construe the ’017 patent.

15 When the parties disagree about the scope of the claims, as is the case here, the Court must
16 resolve that dispute. *O2 Micro Int’l Ltd. v. Beyond Innovation Tech. Co.*, 521 F.3d 1351, 1361 (Fed.
17 Cir. 2008). Indeed, the Federal Circuit has found that “‘plain and ordinary meaning’ may be inadequate
18 when [the claim] term has more than one ‘ordinary meaning.’” *Id.*, at 1362. Here, “blocking” could be
19 misinterpreted as partial blocking, which the ’017 patent inventors informed everyone to avoid.
20 Anderson provides no alternative construction or explanation for why the claim language should
21 remain ambiguous. Therefore, the Court should construe “thereby blocking substantially all through-
22 air arcing paths between the first and second electrical contacts” as “thereby closing off substantially
23 all through-air arcing paths between the first and second electrical contacts.”

C. “Insulating [housing / barrier / barriers]” (Claims 1, 4)

Plaintiff’s Proposed Construction	Defendants’ Proposed Construction
“electrically insulating [housing / barrier / barriers]”	Plain and ordinary meaning, such as “protecting [housing / barrier / barriers]”

The plain and ordinary meaning of “insulating” as claimed is apparent and can be easily understood by jurors when applying the claimed limitations to the accused products. If any construction or clarity is needed, BizLink identified “protecting” as the plain and ordinary meaning, which flows directly from the intrinsic evidence. Dkt. 52-1, at 3:2-6 (“insulating housing” for “shield[ing] the contacts” and for “providing some protection”; “insulating barrier” “covers” or “is in front of” the corresponding contact.”).

Rejecting the plain and ordinary meaning, Anderson urges construction of “insulating” as “electrically insulating,” asking the Court to insert an additional limitation of “electrically” when none is claimed. But neither the claim language itself nor the inventors’ description of the alleged invention introduces or requires such limitation. Anderson selectively argues in the “blocking” section of its brief that “[t]here are only two exceptions to the general rule that claim terms must be given their plain and ordinary meanings: lexicography and disavowal.” Dkt. 52, at 11 (citing *Hill-Rom Services, Inc. v. Stryker Corp.*, 755 F.3d 1367, 1371, 111 U.S.P.Q.2d 1501 (Fed. Cir. 2014)). If that is true, Anderson itself has made no showing to justify its construction—an admission that the patentee has not acted as a lexicographer or disavowed what is “insulating.”

Starting with the claim language, claim 1 itself recites the word “electrical” 11 times, using “electrical” to describe “connector pair,” “connector,” “contact[s].” Dkt. 52-1, at 4:20-44 (also reproduced above on page 5). But not once did the inventors use “electrical” or “electrically,” the word Anderson now wishes to add without support, to describe “insulating.” *Id.* Moreover, claims 1 and 4 recite “insulating” in two different contexts: “insulating housing” and “insulating barrier(s).” These are two different parts of the claimed electrical connectors—both “insulating”—and the word “electrical” was only used for describing other elements in claim 1.

Describing the claimed “insulating” “housing” or “barrier[s],” the ’017 patent specification describes them as “insulating housing” to “*shield* the contacts” and for “*providing some protection*” and the “insulating barrier” that “extends beyond” and “covers” or “is in front of” the corresponding contact. Dkt. 52-1, at 3:2-6. The inventor used “insulating” in its plain and ordinary meaning of “protecting.” Specifically, the ’017 patent describes “[i]nsulated housings 104, 106” that “surround the male and female contacts, and *shield* the contacts from environmental hazards, as well as *providing some protection* to a user in case arcing occurs.” *Id.* (emphasis added). Because the specification discloses multiple ways that the insulating housings are “protecting,” including protecting against environmental hazards such as water or dust or protecting against arcing, it would be improper to rewrite the claims so that the housings are “electrically insulating.”

Figure 2B of the ’017 patent, reproduced below, illustrates a partial cross-sectional illustration of the connector pair in a partially disconnected configuration. Dkt. 52-1, Fig. 2. The ’017 patent describes “insulating barrier structures 200 and 202” as “similar to the prior art design”; “the male insulating barrier structure 200 *extends beyond* the male contact 100, and *covers* the leading end of the male contact 100”; and “the female insulating barrier 202 *extends beyond* the female contact 102” and “*is in front of* the leading end of the female contact.” Dkt. 52-1, at 3:19-26.

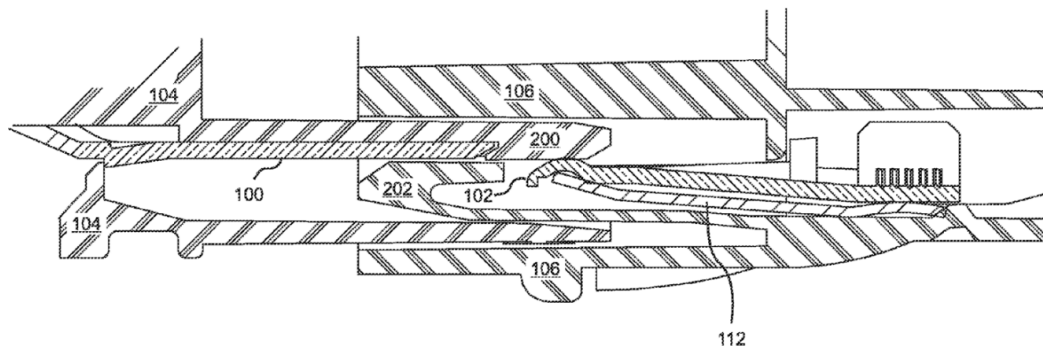


Figure 2B

Contrary to these disclosures by the inventors, Anderson asserts that the claimed “insulating” must be redefined as, is limited to, and can only mean “electrically insulating.” But the inventors never redefined or limited the claimed “insulating” as “*electrically* insulating.” Nor did the inventors suggested that “insulating” can only mean “electrically insulating.” Even Anderson’s reliance on the

specification supports “protecting” rather than “electrically insulating.” For example, the specification discloses the insulating barriers “**protect**[ing] users from electrical burns.” Dkt. 52, at 8 (quoting Dkt. 52-1, at 1:61-63). This inventor disclosure suggests that insulating means *both* electrical and thermal (heat) protection, not only “electrically insulating.” Therefore, Anderson’s construction would require reading limitations from one, but not both, of the two embodiments of the specification into the claims, in violation of another canon of claim construction. *See GE Lighting Solutions, LLC v. AgiLight, Inc.*, 750 F.3d 1304, 1308-10, 110 U.S.P.Q.2d 1800 (Fed. Cir. 2014); *see also Hill-Rom*, 755 F.3d at 1371-74 (reversing the district court for reading a wired connection limitation into a claim term and excluding wireless connections without evidence of disavowal).

It is a longstanding principle of Federal Circuit law that claim construction “is not an obligatory exercise in redundancy.” *U.S. Surgical Corp. v. Ethicon, Inc.*, 103 F.3d 1554, 1568 (Fed. Cir. 1997). The Court can reject unwarranted narrowing constructions and find that terms should be given their plain and ordinary meaning. *See Finjan, Inc. v. Secure Computing Corp.*, 626 F.3d 1197, 1206-07 (Fed. Cir. 2010) (“The district court . . . observed that ‘the defendant’s proposed construction would unjustifiably narrow the term’s broad scope, which was not explicitly limited or redefined by the specification.’”). Accordingly, the Court can and should reject Anderson’s proposed construction.

If the Court is inclined to provide a construction for “insulating,” the plain and ordinary meaning of “insulating” in the context of the ’017 patent is “protecting.” Indeed, the inventors treated “insulating” simply as “insulating” or “protecting,” as outlined above.

In addition to intrinsic evidence, extrinsic evidence also supports that the plain and ordinary meaning of “insulating” is “protecting” rather than narrowly limited to “electrically insulating.” For example, the Merriam-Webster dictionary defines the verb “insulate” as “. . . to prevent transfer of electricity, heat, or sound.” Ex. 1 at 649. Webster’s College Dictionary defines “insulate” as “to place in an isolated or protected situation.” Ex. 4 at 685-6; Ex. 5 at 643. Anderson’s own definition of “insulator” from the Merriam-Webster dictionary is “a material or body that is a poor conductor of electricity, heat, or sound.” Dkt. 52-4. These definitions confirm the ’017 patent’s use of “insulating” is broader than just “electrically insulating.”

In summary, there is no basis for narrowing “insulating” to “electrically insulating” in every recitation of the word in claims 1 and 4. The patentee chose the broader term “insulating” and never limited it to “electrically insulating.” *See Thorner v. Sony Computer Entertainment America LLC*, 669 F.3d 1362, 1367, 101 U.S.P.Q.2d 1457 (Fed. Cir. 2012) (“The patentee is free to choose a broad term and expect to obtain the full scope of its plain and ordinary meaning unless the patentee explicitly redefines the term or disavows its full scope.”). Accordingly, the Court should reject Anderson’s proposed construction.⁴

D. “Contact tensioning mechanism” (Claims 2 and 3) and “barrier tensioning mechanism” (Claim 4)

Plaintiff’s Proposed Construction	Defendants’ Proposed Construction
Plain and ordinary meanings, with the clarification that the “contact tensioning mechanism” and the “barrier tensioning mechanism” must be separate structures	No construction necessary. Plain and ordinary meaning. Defendants disagree with Plaintiff’s position that the “contact tensioning mechanism” and the “barrier tensioning mechanism” must be separate structures

There is no dispute over these terms’ meanings, the dispute concerns whether they must be separate structures. These terms separately appear in different dependent claims, claim 2, 3, and 4, as reproduced and below.

2. The connector pair of claim 1, further comprising **a contact tensioning mechanism** that presses the second electrical contact against the engaging surface of the first electrical contact when the first and second connectors are connected.

3. The connector pair of claim 2, wherein **the contact tensioning mechanism** includes a spring.

4. The connector pair of claim 1, further comprising **a barrier tensioning mechanism** that presses the first and second insulating barriers against each other when the first and second connectors are partially disconnected and the first and second electrical contacts are separated by a short distance.

⁴ On November 22, 2024, the day this brief is being filed, the Patent Trial and Appeal Board (PTAB) instituted *inter partes* review of the ’017 patent of all BizLink-challenged claims. *See* Ex. 7. In its decision, the PTAB preliminarily adopted Anderson’s proposed construction of “insulating” as “electrically insulating.” The PTAB’s preliminary view is not binding here, and its final written decision regarding the construction and validity of the challenged claims is not due until late 2025. BizLink expects that the parties will brief the PTAB on this claim construction issue before the PTAB’s issues its final written decision.

(emphasis added). Because these two terms appear in separate claims and are never in the same claims, they should be interpreted as one or more structures. Anderson proposed separate or exclusive structures, but articulated no basis in law or fact. Indeed, none of these dependent claims recites a “contact tensioning mechanism” that must be separate and distinct from a “barrier tensioning mechanism.” Contradicting Anderson’s assertion, the specification of the ’017 patent actually discloses only one spring structure capable of serving as either of the claimed mechanisms.

The terms “*contact tensioning*” and “*barrier tensioning*” are functional characterization of each claimed “mechanism” in these dependent claims. They claim functional purposes without reciting any particular, physical configurations. Claims 2 and 3 recite a “*contact tensioning mechanism*.” Claim 4, as a separate claim not dependent on claim 2 or 3, recites a “*barrier tensioning mechanism*.” They appear in separate claims, and no claim recites or require *both* mechanisms. These claims therefore provide no basis for Anderson to assert that the two tensioning mechanisms must have different or separate structures.

Moreover, the specification similarly refutes Anderson’s construction. The specification discloses a spring that provides a pressing tension between the contacts. Dkt. 52-1, at 3:10-12. The specification also discloses “a spring or other tensioning mechanism that presses the male and female insulating barriers against each other.” *Id.*, at 3:37-40.⁵ Thus, a spring can serve both functions, press the contacts, the barriers, or both. Nowhere in the specification does it ever suggest using two different springs. No disclosure offers two separate and distinct mechanisms to perform these functions. In fact, the ’017 patent does not label anything in the figures as being the “barrier tensioning mechanism,” let alone identifying a different structure than the “contact tensioning mechanism.”

The Federal Circuit has held that two elements within a single claim could be met by a single element in the prior art, because the specification of the patent at issue contained no restrictive language and did not explicitly require that the claim elements be separate. *Google LLC v. Ecolfactor*,

⁵ Anderson argues that the barrier tensioning mechanism must be “other tensioning mechanism” from the contact tensioning mechanism, but it carefully omits the full phrase as used in the ’017 patent, which actually describes “a spring or other tensioning mechanism that presses the male and female insulating barriers against each other.” Dkt. 52, 13; Dkt. 52-1, at 3:37-40.

1 *Inc.*, 92 F.4th 1049, 1058 (Fed. Cir. 2024). There is no *per se* rule that separately listed claim elements
 2 be distinct components, regardless of the intrinsic record. *Id.* To the contrary, the Federal Circuit has
 3 held that “two claims with different terminology can define the same subject matter,” refuting
 4 Anderson’s position that different terms in different claims *must* be directed to different structures.
 5 *Curtiss-Wright Flow Control Corp. v. Velan Inc.*, 438 F.3d 1374, 1380 (Fed. Cir. 2006). Anderson’s
 6 reliance on the *MicroStrategy*⁶ and *CAE Screenplates*⁷ cases is misplaced because those cases
 7 addressed two different claim terms within the *same claim*, or different terms in claims that depend
 8 from one another. *See* Dkt. 52, at 15. None of the Anderson-cited cases addresses the situation of two
 9 separate claim elements in two separate claims that have no relationship with each other. Although
 10 claims in a patent are generally presumed to have different scope, the claim differentiation principle
 11 Anderson relied on applies to elements within the same claim or between independent and dependent
 12 claims. *Curtiss-Wright*, 438 at 1380. Neither situation is present here—“contact tensioning
 13 mechanism” are only recited in claims 2 and 3 and “barrier tensioning mechanism” is only recited in
 14 claim 4.

15 **IV. CONCLUSION**

16 The Court should construe the disputed claim terms under BizLink’s proposed constructions
 17 because they are supported by the intrinsic evidence of the ’017 patent—including the claim language
 18 itself and the specification. Anderson’s proposed constructions, on the other hand, diverges among
 19 themselves to drastically different directions and positions and find no support in the claim language
 20 or the specification of the ’017 patent. Anderson’s proposed constructions should be denied.

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⁶ *MicroStrategy Inc. v. Bus. Objects Ams.*, 238 Fed. Appx. 605 (Fed. Cir. 2007).

28 ⁷ *CAE Screenplates Inc. v. Heinrich Fiedler GmbH & Co. KG*, 224 F.3d 1308 (Fed. Cir. 2000).

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FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP

By: /s/ Jeffrey D. Smyth
Jeffrey D. Smyth
Attorneys for Defendants
BizLink Technology, Inc., BizLink
Holding Inc., and BizLink International Corp.