

Nicholas A. Brown (SBN CA 198210)
GREENBERG TRAURIG, LLP
Four Embarcadero Center, Suite 3000
San Francisco, California 94111
Telephone: 415.655.1300
Facsimile: 415.520.5609
brownnn@gtlaw.com

James J. Lukas, Jr. (*pro hac vice*)
Benjamin P. Gilford (*pro hac vice*)
Patrick J. Owens (*pro hac vice*)
GREENBERG TRAURIG, LLP
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601
Telephone: 312.456.8400
Facsimile: 312.456.8435
lukasj@gtlaw.com
gilfordb@gtlaw.com
patrick.owens@gtlaw.com

Attorneys for Plaintiff
ANDERSON POWER PRODUCTS, INC.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

ANDERSON POWER PRODUCTS,
INC.,

Plaintiffs,

v.

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

Defendants.

CASE NO. 3:23-cv-05436

**PLAINTIFF'S OPENING CLAIM
CONSTRUCTION BRIEF**

Judge: Hon. Araceli Martínez-Olguín

Hearing Date: January 23, 2025

JURY TRIAL DEMANDED

CASE NO. 3:23-cv-05436

PLAINTIFF'S OPENING CLAIM CONSTRUCTION BRIEF

BIZLINK EXHIBIT 1023

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I. BACKGROUND

A. U.S. Patent No. 8,808,017.

Plaintiff Anderson Power Products, Inc. (“Plaintiff” or “Anderson”) has accused Defendants BizLink Technology, Inc., BizLink Holding Inc., and BizLink International Corp.’s (collectively, “Defendants” or “BizLink”) of infringement of U.S. Patent No. 8,808,017 (“the ‘017 patent”). (*See generally* Complaint, Dkt. No. 1.)

The ‘017 patent is entitled “Electrical Connector with Anti-Arcing Feature” and was duly issued on August 19, 2014, from U.S. Patent Application No. 13/734,025 (filed January 4, 2013). (‘017 patent, **Exhibit 1**, at [21], [22], [45], [54], [73].)

The ‘017 patent is generally directed to a novel electrical connector pair that suppresses electrical arcing during connection and disconnection. (*Id.* at Abstract, 1:6-8, claim 1.) Electrical arcing occurs when an electrical current jumps the gap between two conductors. According to the ‘017 patent, “[e]lectrical connectors generally should not be connected or disconnected while the electrical load is turned on.” (*Id.* at 1:12-13.) “Electrical arcing between the separated contacts of a live electrical connector presents a hazard of fire and of burns to the user, and any such arcing tends to reduce the useful life of the connector.” (*Id.* at 1:13-17.) “Nevertheless, due to the fallibility of human nature, it remains true that electrical connectors may at times be inadvertently connected or disconnected while the electrical load is turned on.” (*Id.* at 1:18-21.)

The ‘017 patent describes a prior art electrical connector pair having a typical “male and female connector” that includes a male contact 100 and a female contact 102. (*Id.* at 2:62-64.) As shown in FIG. 1B below, when the prior art connector pair has “been partially disconnected while a voltage is still being applied” the “leading ends of the two contacts 100, 102 are separated by a short gap” and “through-air electrical arcing 114 is taking place between them.” (*Id.* at 3:13-17.)

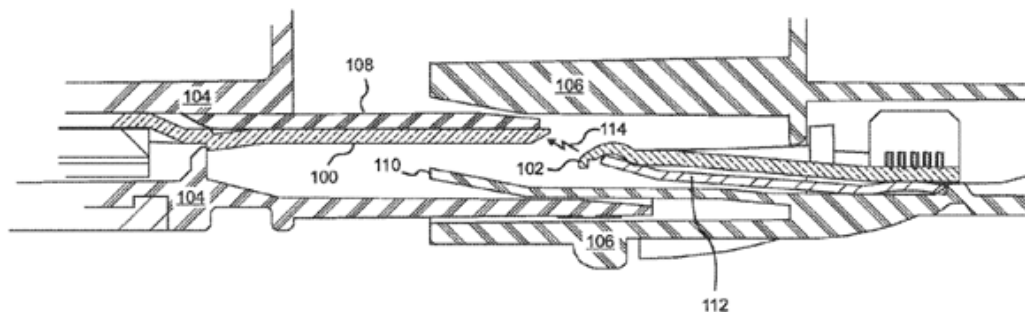


Figure 1B
Prior Art

(*Id.* at FIG. 1B (depicting through-air electrical arcing 114).)

To rectify this issue in the prior art, the inventors of the '017 patent developed a "novel connector pair [that] suppresses electrical arcing between separated contacts during mating and un-mating of the connectors, without including an additional connection or switching device." (*Id.* at 1:55-58.) The novel connector pair "includes an insulating barrier that suppresses arcing between separated contacts during connection and disconnection of the electrical contacts ... thereby protect[ing] users from electrical burns and extend[ing] the useful life of the connector." (*Id.* at 1:58-63.) "The insulating barrier includes both a male and a female barrier, at least one of which is configured so that it extends beyond at least one of the contacts and covers the leading edge of the contact." (*Id.* at 1:64-67.) "The male and female barriers engage with each other when the contacts are separated, thereby closing off all through-air paths between the contacts and suppressing arcing." (*Id.* at 1:67-2:3; *see also id.* at Abstract.)

Unlike the prior art connector pair shown in FIG. 1B above, when the "ends of the two contacts 100, 102 [in the novel connector pair of the '017 patent] are not separated by a large distance, the male insulating barrier 200 is very near to or physically in contact with the [female] insulating barrier 202, thereby blocking substantially all through-air arcing paths between the contacts 100, 102." (*Id.* at 3:30-36.)

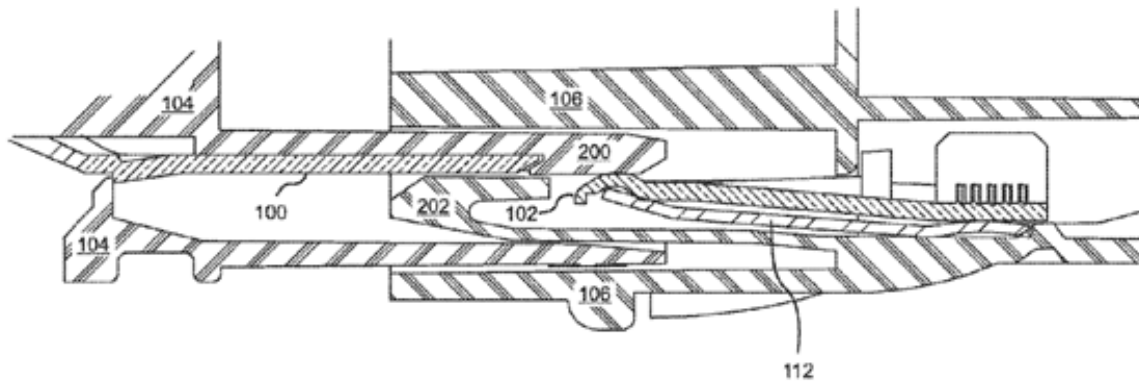


Figure 2B

(*Id.* at FIG. 2B.)

The '017 patent also discloses that “at least one electrical contact in [the] connector pair is a bimetal contact having a transitional segment made from high resistivity metal.” (*Id.* at Abstract.) “The transitional segment is configured to make first and last contact during the initial phases of mating and un-mating, thereby increasing electrical resistance and significantly lowering the electrical current and the energy available for electrical arcing.” (*Id.*)

B. The Asserted Claims Of The '017 Patent.

Plaintiff has accused Defendants of infringing claims 1-7, 9, and 13-18 (collectively, the “Asserted Claims”) of the '017 patent.¹ Independent claim 1 of the '017 patent is

¹ On October 29, 2024, Plaintiff moved the Court for leave to amend its infringement contentions to add allegations of infringement of claims 5-6 and 13-18 of the '017 patent. (*See generally* Motion for Leave, Dkt. No. 49.) Claims 5-6 depend on originally asserted claim 1; claims 5-6 and 13-18 are substantially similar to originally asserted claims 1-4, 7, and 9 and share many of the same limitations/terms as originally asserted claims 1-4, 7, and 9 (including the limitations/terms the parties have asked the Court to construe); Plaintiff does not seek to construe any additional limitations/terms from claims 5-6 and 13-18; and Defendants have failed to identify any additional limitations/terms from claims 5-6 and 13-

reproduced below:

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.

(‘017 patent, Exhibit 1, at claim 1.)

Independent claim 13 of the ‘017 patent is reproduced below:

13. An electrical connector pair, comprising:
 - a first connector having a first insulating housing;
 - a first electrical contact supported within the first insulating housing;
 - a second connector having a second insulating housing; and
 - a second electrical contact supported within the second insulating housing, the second electrical contact being a bi-metal contact having an operating segment through which current flows when the connectors are fully mated, and a transitional segment through which electrical current flows exclusively during an initial phase of mating and a final stage of un-mating of the connectors, the transitional segment having a metallic composition, the transitional segment being higher in resistivity than the operating segment.

18 that they believe require construction. Accordingly, for the sake of judicial and party efficiency, Plaintiff also discusses claims 5-6 and 13-18 in its Opening Brief.

1 ('017 patent, Exhibit 1, at claim 13.)

2 As shown above, claim 1 of the '017 patent is directed to an electrical connector pair
3 comprising a first connector having a first insulating housing and a second connector having
4 a second insulating housing. (*Id.*) The first connector has a first insulating barrier extending
5 beyond and covering a leading end of a first electrical contact supported within the first
6 insulating housing, and the second connector has a second insulating barrier extending
7 beyond a second electrical contact supported within the second insulating housing. (*Id.*)
8 The second insulating barrier is configured to be in close proximity with the first insulating
9 barrier when the first and second connectors are partially disconnected and the first and
10 second electrical contacts are separated by a short distance. (*Id.*) In that claimed
11 configuration, substantially all through-air arcing paths between the first and second
12 electrical contacts are blocked. (*Id.*)

13 As further shown above, claim 13 of the '017 is very similar to claim 1 of the '017
14 patent, with the limited exception that claim 13 additionally recites a “bi-metal” contact
15 having a higher resistivity transitional segment. (*Id.*)

16 C. The Parties' Agreed Constructions.

17 The parties exchanged several claim terms and agreed that no claim construction is
18 necessary except for the disputed ones identified in Section III, *infra*. (See Prehearing
19 Statement, Dkt. No. 47, at 2.)

20 II. LEGAL STANDARDS

21 Patent claims function to delineate the precise scope of the claimed invention and to
22 give notice to the public, including potential competitors, of the patentee's right to exclude.
23 *Markman v. Westview Instruments, Inc.*, 517 U.S. 370, 373-74 (1996). The claims of a
24 patent are construed from the viewpoint of a person having ordinary skill in the art in light
25 of the entire patent. *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312-13 (Fed. Cir. 2005) (en
26 banc). The Federal Circuit “indulge[s] a ‘heavy presumption’ that claim terms carry their
27 full ordinary and customary meaning.” *Omega Eng'g v. Raytek Corp.*, 334 F.3d 1314, 1323
28 (Fed. Cir. 2003). The specification is usually “dispositive” and is “the single best guide to

the meaning of a disputed term” because it acts as a dictionary defining terms either explicitly or by implication. *Phillips*, 415 F.3d at 1320-21. The prosecution history “is often of critical significance in determining the meaning of the claims.” *Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1582 (Fed. Cir. 1996). The prosecution history may guide the Court’s construction of claims because “[c]laims may not be construed one way in order to obtain their allowance and in a different way against accused infringers.” *Southwall Tech. v. Cardinal IG Co.*, 54 F.3d 1570, 1576 (Fed. Cir. 1995).

III. THE PROPER CONSTRUCTION OF THE LIMITATIONS AND TERMS OF THE ‘017 PATENT.

A. “insulating [housing / barrier / barriers]” [‘017 patent, Claims 1, 4, 13, 17, and 18].²

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

The Court should adopt Plaintiff’s proposed construction of the term “insulating [housing / barrier / barriers]” because it is consistent with the intrinsic and extrinsic evidence.

First, the claims support Plaintiff’s proposed construction. Claims 1, 4, 13, and 17 of the ‘017 patent recite four “Insulating Structures”: “a first insulating housing,” “a second insulating housing,” “a first insulating barrier,” and “a second insulating barrier.” (‘017 patent, Exhibit 1, at claims 1, 4, 13, and 17.)

The claims of the ‘017 patent support that these Insulating Structures are “electrically insulating” because the claims are expressly directed to an “**electrical** connector pair” comprising first and second connectors each having an “**electrical** contact” supported therein. (*Id.* at claims 1 and 13 (emphases added).) The second connector includes a “second insulating barrier” that is configured “to be in close proximity with [a] first

² Underlining indicates that the claim is independent.

1 insulating barrier [in the first connector] when the first and second connectors are partially
2 disconnected and the first and second **electrical** contacts are separated by a short distance.”
3 (*Id.* at claims 1 and 17 (emphasis added).)

4 The claims also support that the Insulating Structures are “electrically insulating”
5 because the claims expressly recite that the first and second insulating barriers “block[]
6 substantially all through-air arcing paths between the first and second electrical contacts.”
7 (*Id.*) Arcing in the claims refers to **electrical** arcing, which occurs when an electrical current
8 jumps the gap between two conductors (*e.g.*, the gap between the first and second electrical
9 contacts). (*Id.* at Abstract (“The transitional segment is configured to make first and last
10 contact during the initial phases of mating and un-mating, thereby increasing electrical
11 resistance and significantly lowering the electrical current and the energy available for
12 **electrical arcing**.”), 1:6-8 (“The invention relates to electrical connectors, and more
13 particularly, to an electrical connector that suppresses **arcing** if connected or disconnected
14 while **current is flowing**.”) (emphases added); *see also id.* at 1:14-15, 1:27-28, 1:49-50,
15 1:55-56, 2:10-11 (referring to electrical arcing).) To block substantially all through-air
16 electrical arcing between the claimed first and second electrical contacts, the claimed first
17 and second insulating barriers must be electrically insulating.

18 Thus, the claims are clear that the term “insulating” means “electrically insulating.”
19 In accordance with well-settled principles of claim construction, this construction should be
20 applied to all instances of the term “insulating” in the claims of the ‘017 patent (*i.e.*, to all
21 Insulating Structures). *See Digital Biometrics, Inc. v. Identix, Inc.*, 149 F.3d 1335, 1345
22 (Fed. Cir. 1998) (“the same word appearing in the same claim should be interpreted
23 consistently.”); *see also Pitney Bowes, Inc. v. Hewlett-Packard Co.*, 182 F.3d 1298, 1310
24 (Fed. Cir. 1999) (same).

25 **Second**, the specification supports that the Insulating Structures are “electrically
26 insulating” because the specification teaches that the Insulating Structures block
27 substantially all through-air arcing paths and protect a user from electrical burns and other
28 detrimental effects of arcing. To do that, the Insulating Structures must be electrically

1 insulating.

2 The specification supports that the Insulating Structures are electrically insulating
3 because it teaches that the connector pair (which includes first and second insulating barriers
4 that are configured to engage with each other when the connectors' electrical contacts are
5 partially disconnected and separated by a small gap)³ suppresses electrical arcing during
6 connection and disconnection by substantially blocking or resisting the flow of electrical
7 current. ('017 patent, Exhibit 1, at Abstract, 1:6-8, 1:48-51, 1:55-58.) In that claimed
8 configuration, substantially all through-air electrical arcing paths between the first and
9 second electrical contacts are blocked. (*Id.*) The specification also distinguishes the
10 claimed novel connector pair from prior art connector pairs that allowed through-air
11 electrical arcing to take place between the electrical contacts as the connectors were mated
12 and un-mated. (*Id.* at 3:13-17; *see also id.* at 1:42-47; *id.* at FIG. 1B (showing electrical
13 arcing 114 between contacts 100, 102).) The specification teaches that the Insulating
14 Structures block the tendency of electrical current to arc from the female contact 102 to the
15 male contact 100 by having high (or even "near-infinite") electrical resistance. (*Id.* at 3:63-
16 4:5; *see also id.* at Abstract, 4:6-10.) That is, the Insulating Structures block or resist the
17 flow of electrical current (*i.e.*, are electrically insulating), thus preventing electrical arcing.

18 The specification also supports that the Insulating Structures are electrically
19 insulating because it teaches that the Insulating Structures protect a user from electrical
20 burns and other detrimental effects of arcing. To protect a user from those effects, the
21 Insulating Structures must be electrically insulating. The specification states that the
22 insulating barriers "**protect[]** users from **electrical** burns and extend[] the useful life of the
23 connector." (*Id.* at 1:61-63 (emphasis added).) The connector pair of the '017 patent also
24 includes insulating housings 104, 106 that surround the male and female electrical contacts
25 100, 102. (*Id.* at 3:2-3, FIGS. 2A-B.) Like the first and second insulating barriers, the
26 insulating housings 104, 106 are configured to "provid[e] **some protection to a user in case**
27

28 ³ *Id.* at Abstract, 1:58-61, 1:64-2:3, 2:42-44, 3:30-40.

1 *arcing occurs when the user is handling the connector pair.”* (*Id.* at 3:2-6 (emphasis
2 added).)

3 *Third*, the prosecution history of the ‘017 patent—particularly, Defendants’
4 representations in their petition for *inter partes* review (“IPR”) of the ‘017 patent
5 (“Petition”)—supports that the Insulating Structures are electrically insulating. In their
6 Petition, Defendants assert that: (i) the Insulating Structures must be made of **non-**
7 **conductive** material (Petition, **Exhibit 2**, at 64, 75)—which means that the material does
8 not conduct electricity and is, therefore, electrically insulating⁴; (ii) insulating materials
9 prevent electrical arcing because electrical current does not travel through the insulating
10 material (*id.* at 7); and (iii) insulating barriers are designed to prevent electric shock to a
11 user’s hand or finger (*id.* at 16). Thus, Defendants’ IPR statements support that the proper
12 construction of “insulating” is electrically insulating. (*Id.*)

13 For example, Defendants state that the Kataoka reference’s “[i]nsulating member 43a
14 of insulator 8a is an ‘insulating barrier’ *because it is formed of non-conductive material*
15 and because it ‘ensure[s] insulation between the contact points (or between a contact point
16 and the first terminal housing).’” (Petition, Exhibit 2, at 75 (emphasis added); *see also id.*
17 at 74 (“insulators 8a-8d formed of a non-conductive resin...”).) Defendants also state that
18 the Kataoka reference’s “[h]ousing 5 is an ‘insulating housing,’ *because it is formed of*
19 **non-conductive resin.**” (*Id.* at 64 (emphasis added).) Defendants further state: “In the ‘017
20 patent, ‘insulated housings’ have the same functionality and purpose as in Kataoka.” (*Id.*
21 at 65.)⁵ Defendants also state that insulating materials prevent electrical arcing because
22 electrical current does not travel through the insulating material. (*Id.* at 7.) Likewise,
23

24 ⁴ The dictionary defines “non-conductive” as “not having the quality or power of
25 **conducting electricity.**” (Merriam-Webster’s Unabridged Dictionary, “non-conductive,”
26 **Exhibit 3** (emphasis added).)

27 ⁵ Defendants similarly discuss displacing insulation to enable “conductive coupling to a
28 wire.” (*Id.* at 50.)

Defendants assert that insulating barriers are designed to prevent electric shock to a user's hand or finger. (*Id.* at 16.) In other words, Defendants agree that the insulators of the claims of the '017 patent prevent electrical conductivity and that the proper construction of the term "insulating" is electrically insulating.

Fourth, the extrinsic evidence supports that the Insulating Structures are electrically insulating. Consistent with the '017 patent's description of the various "insulating" structures, the dictionary defines an "insulator" as "a body of *electrically nonconducting material* for keeping charged conductors from contact with each other or from grounding and often also for supporting them." (Merriam-Webster's Unabridged Dictionary, "insulator," **Exhibit 4** (emphasis added); *see also* Merriam-Webster's Unabridged Dictionary, "non-conductive," Exhibit 3.)

Accordingly, the intrinsic evidence and the extrinsic evidence support that the proper construction of the term "insulating [housing / barrier / barriers]" is "electrically insulating [housing / barrier / barriers]."

B. "thereby blocking substantially all through-air arcing paths between the first and second electrical contacts" ['017 patent, Claims 1 and 17].⁶

Plaintiff's Proposed Construction	Defendants' Proposed Construction
Plain and ordinary meaning	"thereby closing off substantially all through-air arcing paths between the first and second electrical contact"

The Court should find that no construction is necessary and give the limitation "thereby blocking substantially all through-air arcing paths between the first and second electrical contacts" its plain and ordinary meaning.

Defendants' proposed construction merely replaces the term "blocking" with the term

⁶ Claim 17 has the same language as claim 1 but substitutes the term "connectors" for the term "contacts" used in claim 1. ('017 patent, Exhibit 1, at claims 1 and 17.)

1 “closing off.”⁷ While the terms “blocking” and “closing off” appear to be used
2 synonymously in the ‘017 patent (*see, e.g.*, ‘017 patent, Exhibit 1, at Abstract, 2:1-3), simply
3 swapping an easily understandable claim term for a synonymous (and arguably more
4 ambiguous) term is unhelpful to the trier of fact, does not provide a meaningful construction,
5 and injects unnecessary complexity and ambiguity into the claims—particularly where
6 Defendants’ construction replaces one word with two words. “Blocking” is a common word
7 with a well-understood meaning, and one of skill in the art would have had no difficulty
8 understanding the scope of the claims. *See Hill-Rom Servs., Inc. v. Stryker Corp.*, 755 F.3d
9 1367, 1373 (Fed. Cir. 2014).

10 Importantly, Defendants have not explained whether they believe the terms
11 “blocking” and “closing off” mean the same thing. To the extent Defendants believe that
12 the terms mean the same thing, then the Court should reject Defendants’ proposed
13 construction for the reasons discussed above. To the extent Defendants believe the terms
14 “blocking” and “closing off” have different meanings, then the Court should reject
15 Defendants’ proposed construction because it improperly narrows the plain and ordinary
16 meaning. There are only two exceptions to the general rule that claim terms must be given
17 their plain and ordinary meanings: lexicography and disavowal. *Hill-Rom*, 755 F.3d at
18 1371. Neither exception is applicable here.

27 ⁷ Defendants’ proposed construction also incorrectly replaces the phrase “electrical contacts
28 [plural]” with the phrase “electrical contact [singular].”

C. “contact tensioning mechanism” and “barrier tensioning mechanism”
[‘017 patent, Claims 2-4, 15-16, and 18].

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

The Court should adopt Plaintiff’s proposed construction because it is consistent with the intrinsic evidence.

First, the claims support Plaintiff’s proposed construction that the “barrier tensioning mechanism” must be separate structures. The Federal Circuit’s caselaw “instructs that different claim terms are presumed to have different meanings.” *MicroStrategy Inc. v. Bus. Objects Ams.*, 238 Fed. Appx. 605, 609 (Fed. Cir. 2007); *see also CAE Screenplates Inc. v. Heinrich Fiedler GmbH & Co. KG*, 224 F.3d 1308, 1317 (Fed. Cir. 2000) (“In the absence of any evidence to the contrary, we must presume that the use of these different terms in the claims connotes different meanings.”). Here, the terms “contact tensioning mechanism” and “barrier tensioning mechanism” are clearly different claim terms and thus are presumed to be different things. (‘017 patent, Exhibit 1, at claims 2-4, 15-16, and 18.)

The claims themselves are clear that the “contact tensioning mechanism” and the “barrier tensioning mechanism” are separate structures with different functions. According to the claims, the “contact tensioning mechanism” “presses the second electrical contact against the engaging surface of the first electrical contact when the first and second connectors are connected.” (*Id.* at claim 2; *see also id.* at claim 15.) The “barrier tensioning mechanism,” on the other hand, “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.” (*Id.* at claim 4; *see also id.* at

1 claim 18.)

2 **Second**, the specification supports Plaintiff’s proposed construction that the “contact
3 tensioning mechanism” and the “barrier tensioning mechanism” are separate structures.
4 The ‘017 patent describes the “contact tensioning mechanism” as, for example, a “spring
5 112” that is “included to provide a pressing tension between the flexible female contact 102
6 and the fixed male electrical contact 100.” (*Id.* at 3:10-12; *see also id.* at 2:62-3:2.) The
7 “barrier tensioning mechanism,” on the other hand, is described as an “other tensioning
8 mechanism that presses the male and female insulating barriers against each other when the
9 connectors are partially disconnected.” (*Id.* at 3:30-40.)

10 Thus, the intrinsic evidence confirms that the claimed “contact tensioning
11 mechanism” and the claimed “barrier tensioning mechanism” are separate structures.

12 **IV. CONCLUSION**

13 For the reasons set forth above, Plaintiff respectfully requests that the Court adopt its
14 proposed claim constructions and reject Defendants’ proposed constructions.

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GREENBERG TRAURIG, LLP

2
3 By /s/ Benjamin P. Gilford

4 Nicholas A. Brown (SBN CA 198210)
5 GREENBERG TRAURIG, LLP
6 Four Embarcadero Center, Suite 3000
7 San Francisco, California 94111
8 Telephone: 415.655.1300
9 Facsimile: 415.520.5609
10 brownn@gtlaw.com

11 James J. Lukas, Jr. (*pro hac vice*)
12 Benjamin P. Gilford (*pro hac vice*)
13 Patrick J. Owens (*pro hac vice*)
14 GREENBERG TRAURIG, LLP
15 77 West Wacker Drive, Suite 3100
16 Chicago, Illinois 60601
17 Telephone: 312.456.8400
18 Facsimile: 312.456.8435
19 lukasj@gtlaw.com
20 gilfordb@gtlaw.com
21 patrick.owens@gtlaw.com

22 *Attorneys for Plaintiff*
23 *ANDERSON POWER PRODUCTS, INC.*
24
25
26
27
28

CERTIFICATE OF SERVICE

I, Benjamin P. Gilford, hereby certify that on November 8, 2024, a true and correct copy of Plaintiff's Opening Claim Construction Brief was served via email upon the following counsel:

Ming-Tao Yang
Jeffrey Smyth
ming.yang@finnegan.com
jeffrey.smyth@finnegan.com
FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP
3300 Hillview Ave.
Palo Alto, CA 94304
Telephone: (650) 849-6783

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

/s/ Benjamin P. Gilford