

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

CERTAIN TABLE SAWS INCORPORATING
ACTIVE INJURY MITIGATION TECHNOLOGY
AND COMPONENTS THEREOF

Inv. No. 337-TA-965

ORDER No. 7: Construing Terms of the Asserted Patents

(February 9, 2016)

The claim terms construed in this Order are done so for the purposes of this Investigation. Hereafter, discovery and briefing in this Investigation shall be governed by the construction of the claim terms in this Order. Those terms not in dispute need not be construed. *See Vanderlande Indus. Nederland BV v. Int'l Trade Comm'n*, 366 F.3d 1311, 1323 (Fed. Cir. 2004) (noting that the administrative law judge need only construe disputed claim terms).

Table of Abbreviations

CMIB	Complainants' Initial Markman Brief
CMRB	Complainants' Reply Markman Brief
RMIB	Respondents' Initial Markman Brief
RMRB	Respondents' Reply Markman Brief
Tr.	Transcript of the Markman Hearing

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I. INTRODUCTION

By publication of a notice in the Federal Register on September 1, 2015, the U.S.

International Trade Commission ordered that:

Pursuant to subsection (b) of section 337 of the Tariff Act of 1930, as amended, an investigation be instituted to determine whether there is a violation of subsection (a)(1)(B) of section 337 in the importation into the United States, the sale for importation, or the sale within the United States after importation of certain table saws incorporating active injury mitigation technology and components thereof by reason of infringement of one or more of claims 8, 9, 11, 15, 18, and 20 of the '712 patent; claims 1, 5, 7, 10, 13-16, and 18-20 of the '455 patent; claims 1, 5, and 16 of the '836 patent; claims 7, 8, and 10-12 of the '927 patent; claims 1, 5, 6, 10-14, 16, and 17 of the '279 patent; and claims 1, 2, 4, 6, 9, and 11 of the '450 patent, and whether an industry in the United States exists as required by subsection (a)(2) of section 337;

80 F.R. 52791-2 (Sept. 1, 2015). The Complainants in this Investigation are SawStop, LLC and SD3, LLC, ("SawStop" or "Complainants") and the Respondents are Robert Bosch Tool Corporation and Robert Bosch GmbH ("Bosch" or "Respondents"). On October 1, 2015, I issued the procedural schedule for this investigation. (*See* Order No. 4 (October 1, 2015).) In accordance with that schedule, the parties exchanged: (i) on October 23, 2015, their lists of proposed terms for construction, as required by G.R. 8.1; and (ii) on October 30, 2015 their preliminary constructions for those terms, as required by G.R. 8.2. After meeting and conferring to narrow the issues, the parties filed their Joint Claim Construction Chart on November 6, 2015. Thereafter, on November 20, 2015, the parties filed their initial claim construction briefs and on December 4, 2015, the parties filed their rebuttal claim construction briefs. On December 14, 2015, in accordance with the procedural schedule, I held a technology tutorial and Markman hearing.

II. RELEVANT LAW

“An infringement analysis entails two steps. The first step is determining the meaning and scope of the patent claims asserted to be infringed. The second step is comparing the properly construed claims to the device accused of infringing.” *Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 976 (Fed. Cir. 1995) (*en banc*) (internal citations omitted), *aff'd*, 517 U.S. 370 (1996). Claim construction is a “matter of law exclusively for the court.” *Id.* at 970-71. “The construction of claims is simply a way of elaborating the normally terse claim language in order to understand and explain, but not to change, the scope of the claims.” *Embrex, Inc. v. Serv. Eng'g Corp.*, 216 F.3d 1343, 1347 (Fed. Cir. 2000).

Claim construction focuses on the intrinsic evidence, which consists of the claims themselves, the specification, and the prosecution history. *See Phillips v. AWH Corp.*, 415 F.3d 1303, 1314 (Fed. Cir. 2005) (*en banc*); *see also Markman*, 52 F.3d at 979. As the Federal Circuit in *Phillips* explained, courts must analyze each of these components to determine the “ordinary and customary meaning of a claim term” as understood by a person of ordinary skill in art at the time of the invention. 415 F.3d at 1313. “Such intrinsic evidence is the most significant source of the legally operative meaning of disputed claim language.” *Bell Atl. Network Servs., Inc. v. Covad Commc'ns Grp., Inc.*, 262 F.3d 1258, 1267 (Fed. Cir. 2001).

“It is a ‘bedrock principle’ of patent law that ‘the claims of a patent define the invention to which the patentee is entitled the right to exclude.’” *Phillips*, 415 F.3d at 1312 (quoting *Innova/Pure Water, Inc. v. Safari Water Filtration Sys., Inc.*, 381 F.3d 1111, 1115 (Fed. Cir. 2004)). “Quite apart from the written description and the prosecution history, the claims themselves provide substantial guidance as to the meaning of particular claims terms.” *Id.* at 1314; *see also Interactive Gift Express, Inc. v. Compuserve Inc.*, 256 F.3d 1323, 1331 (Fed. Cir. 2001) (“In construing claims, the analytical focus must begin and remain centered on the

language of the claims themselves, for it is that language that the patentee chose to use to “particularly point [] out and distinctly claim [] the subject matter which the patentee regards as his invention.”). The context in which a term is used in an asserted claim can be ““highly instructive.” *Phillips*, 415 F.3d at 1314. Additionally, other claims in the same patent, asserted or unasserted, may also provide guidance as to the meaning of a claim term. *Id.*

The specification “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 (quoting *Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1582 (Fed. Cir. 1996)). “[T]he specification may reveal a special definition given to a claim term by the patentee that differs from the meaning it would otherwise possess. In such cases, the inventor’s lexicography governs.” *Id.* at 1316. “In other cases, the specification may reveal an intentional disclaimer, or disavowal, of claim scope by the inventor.” *Id.* As a general rule, however, the particular examples or embodiments discussed in the specification are not to be read into the claims as limitations. *Id.* at 1323. In the end, “[t]he construction that stays true to the claim language and most naturally aligns with the patent’s description of the invention will be ... the correct construction.” *Id.* at 1316 (quoting *Renishaw PLC v. Marposs Societa' per Azioni*, 158 F.3d 1243, 1250 (Fed. Cir. 1998)).

In addition to the claims and the specification, the prosecution history should be examined, if in evidence. *Id.* at 1317; *see also Liebel-Flarsheim Co. v. Medrad, Inc.*, 358 F.3d 898, 913 (Fed. Cir. 2004). The prosecution history can “often 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, making the claim scope narrower than it would otherwise be.” *Phillips*, 415 F.3d at 1317; *see also Chimie v. PPG Indus. Inc.*, 402 F.3d

1371, 1384 (Fed. Cir. 2005) (“The purpose of consulting the prosecution history in construing a claim is to exclude any interpretation that was disclaimed during prosecution.”).

When the intrinsic evidence does not establish the meaning of a claim, then extrinsic evidence (*i.e.*, all evidence external to the patent and the prosecution history, including dictionaries, inventor testimony, expert testimony, and learned treatises) may be considered. *Phillips*, 415 F.3d at 1317. Extrinsic evidence is generally viewed as less reliable than the patent itself and its prosecution history in determining how to define claim terms. *Id.* at 1317. “The court may receive extrinsic evidence to educate itself about the invention and the relevant technology, but the court may not use extrinsic evidence to arrive at a claim construction that is clearly at odds with the construction mandated by the intrinsic evidence.” *Elkay Mfg. Co. v. Ebco Mfg. Co.*, 192 F.3d 973, 977 (Fed. Cir. 1999).

III. LEVEL OF ORDINARY SKILL

Bosch argued that:

A person of ordinary skill in the art to which the asserted patents relate would have either an undergraduate degree in mechanical engineering and substantial coursework in electrical engineering, or vice versa, an undergraduate degree in electrical engineering and substantial coursework in mechanical engineering, plus three to five years of professional experience in mechatronics. Mechatronics is a multidisciplinary field of engineering that can include a combination of systems engineering, mechanical engineering, electrical engineering, control systems, and computer engineering.

SawStop generally agrees with Respondents’ proposed level of skill in the art but adds that “the person of ordinary skill in the art would have had familiarity and experience with woodworking machines, including a basic understanding of how the machines operate.” (*See* CMRB at 4.)

The parties’ proposals for one of ordinary skill in the art at the time of the invention are decidedly similar. In fact, at the Markman hearing the parties confirmed that any differences

between the parties' proposals were inconsequential to any substantive dispute in this investigation. Having reviewed the parties proposals, I find one of ordinary skill in the art at the time of the invention would have had either an undergraduate degree in mechanical engineering and substantial coursework in electrical engineering, or vice versa, an undergraduate degree in electrical engineering and substantial coursework in mechanical engineering, plus three to five years of professional experience in mechatronics and familiarity and experience with woodworking machines, including a basic understanding of how the machines operate.

IV. AGREED CONSTRUCTIONS

The parties have reached agreement concerning the construction of the following claim terms:

Claim Term	Agreed Construction
"a working portion adapted to work when moving" ('712 patent, claim 8)	"mechanical portion of the woodworking machine adapted to perform operations such as cutting"
"deactivate the reaction system after coast down" ('712 patent, claim 18)	"disable the reaction system after coast down"
"re-activate the reaction system" ('712 patent, claim 20)	"re-enable the reaction system"

Additionally, the parties have agreed that the following terms listed in their *Joint Claim Construction Chart* require no construction: "actuation of the reaction system"; "trigger the reaction system"; "an actuator..."; and "stored energy."

V. DISPUTED CONSTRUCTIONS

A. “detection system,” “reaction system . . .,” “control system . . .,” “self-test system . . .,” and “safety system . . .”

Term	SawStop	Bosch
“detection system” (’712 patent, claims 8 and 18; ’455 patent, claims 1, 14, and 19; ’927 patent, claim 7; ’279 patent, claims 1, 13, and 16; ’450 patent, claim 1)	No construction is necessary. The terms should receive their plain and ordinary meaning in the context of the specification.	Any system capable of performing the recited function . . .
“reaction system” (’712 patent, claims 8 and 18; ’455 patent, claims 1, 14, and 19; ’927 patent, claim 7; ’450 patent, claim 1)	No construction is necessary. The terms should receive their plain and ordinary meaning in the context of the specification.	Any system capable of performing the recited function . . .
“control system” (’712 patent, claims 18 and 20; ’455 patent, claims 1 and 14; ’836 patent, claim 5)	No construction is necessary. The terms should receive their plain and ordinary meaning in the context of the specification.	Any system capable of performing the recited function . . .
“self-test system” (’455 patent, claims 19 and 20)	No construction is necessary. The terms should receive their plain and ordinary meaning in the context of the specification.	Any system capable of performing the recited function . . .
“safety system” (’836 patent, claim 1)	No construction is necessary. The terms should receive their plain and ordinary meaning in the context of the specification.	Any system capable of performing the recited function . . .

Neither party’s construction makes any meaningful difference with respect to claim scope. Bosch argues that SawStop does not explain what the plain and ordinary meaning is, whether it is referring to a plain and ordinary technical-English meaning, which one of skill in the art would recognize but a layperson would not, or a plain and ordinary lay-English meaning. (See RMRB at 1.) But claim terms are construed from the perspective of a person of ordinary

skill in the art in view of the specification and prosecution history. *See Thorner v. Sony Computer Entm't Am. LLC*, 669 F.3d 1362, 1365 (Fed. Cir. 2012).

Courts are not required to construe every claim limitation of an asserted patent. *See U.S. Surgical Corp. v. Ethicon, Inc.*, 103 F.3d 1554, 1568 (Fed. Cir. 1997) (stating that claim construction “is not an obligatory exercise in redundancy.”). Rather, “claim construction is a matter of resolution of disputed meanings and technical scope, to clarify and when necessary to explain what the patentee covered by the claims, for use in the determination of infringement.” *See O2 Micro Intern. Ltd. v. Beyond Innovation Technology Co.*, 521 F.3d 1351, 1362 (Fed. Cir. 2008) (citations omitted). Thus, “[a] determination that a claim term ‘needs no construction’ or has the ‘plain and ordinary meaning’ may be inadequate when a term has more than one ‘ordinary’ meaning or when reliance on a term’s ‘ordinary’ meaning does not resolve the parties’ dispute.” *O2 Micro*, 521 F.3d at 1361. Here, if the disputed terms have more than one ordinary meaning, no party has come forth to explain what those meanings are.

Accordingly, I construe each term to have its plain and ordinary meaning as understood by one of skill in the art in view of the specification and prosecution history (*See Tr.* at 6-7, 13, 16, 17.)

B. “motion detection system”

Term	SawStop	Bosch
“motion detection system” (’712 patent, claims 8, 9, 10, and 11)	No construction is necessary. The terms should receive their plain and ordinary meaning in the context of the specification.	The embodiment of Fig. 5 described as: “[s]ensor assembly 1005 includes an EMF detection circuit 1006 disposed in the power supply path between motor assembly 16 and power source 20. Circuit 1006 is adapted to monitor power cables 1007 which extend between the power source and the motor assembly, and to detect the presence of EMF pulses on the cables....Circuit 1006 is also coupled to logic controller 50, and adapted to convey a signal to the logic controller indicating the presence and/or absence of EMF pulses on cables 1007.”

Bosch argues that the disputed term “motion detection system” is limited to the embodiment of Fig. 5, which was selected for prosecution by the patentee in response to an election requirement. But Bosch admits that the patent examiner allowed the patentee to rejoin the non-elected species in the dependent claims. (See RMRB a 4 (citing ’712 patent file history, November 3, 2005, notice of allowability at 2).) Thus, it appears the Examiner understood independent claim 8 of the ’712 patent to be broader than the embodiment of Fig. 5.

The standard for deviating from the plain and ordinary meaning is “exacting” and requires “a clear and unmistakable disclaimer.” See *Thorner v. Sony Computer Entm’t Am. LLC*, 669 F.3d 1362, 1366-67 (Fed. Cir. 2012). See also *Epistar Corp. v. Int’l Trade Comm’n*, 566 F.3d 1321, 1334 (Fed. Cir. 2009) (requiring “expressions of manifest exclusion or restriction, representing a clear disavowal of claim scope” to deviate from the ordinary meaning) (citation omitted). Here, I find there is no clear and unmistakable disclaimer to justify narrowing the claim term. (See Tr. at 29 (“Complainants are absolutely correct, that the legal effect of that restriction requirement in the context of this prosecution is not definitive, because they certainly did come back at the end of the prosecution and introduce dependent claims that – you know, that say that motion detector – motion detector system covers a multitude of things.”).)

Accordingly, I construe the term “motion detection system” to have its plain and ordinary meaning as understood by one of ordinary skill in the art in view of the specification and prosecution history.

C. “predetermined action” and “specified action”

Term	SawStop	Bosch
“predetermined action” (’712 patent, claims 8 and 18; ’836 patent, claim 1)	No construction is necessary. The terms should receive their plain and ordinary meaning in the context of the specification.	No construction is necessary. (Plain English meaning.) Indefinite under 35 U.S.C. § 112, ¶ 2.
“specified action” (’455 patent, claim 19)	No construction is necessary. The terms should receive their plain and ordinary meaning in the context of the specification.	No construction is necessary. (Plain English meaning.) Indefinite under 35 U.S.C. § 112, ¶ 2.

I agree with Complainants that the claim language and the patent specification provide examples of predetermined actions and specified actions such that a person of ordinary skill in the art may ascertain the scope of the claims with reasonable certainty. For example, claim 1 of the ‘836 patent specifies that the “predetermined action” is performed by a cartridge and requires a single-use component to be expended. (’836 patent, claim 1.) Additionally, dependent claims 16 and 19 of the ‘712 patent, which depend from claims 8 and 18, respectively, explain that the “predetermined action” is “to engage and stop the cutting tool.” (’712 patent, claims 16 and 19.) Likewise, the specification states:

Once activated in response to a dangerous condition, reaction subsystem 24 is configured to engage operative structure 12 quickly to prevent serious injury to the user. It will be appreciated that the particular action to be taken by reaction subsystem 24 will vary depending on the type of machine 10 and/or the dangerous condition that is detected. For example, reaction subsystem 24 may be configured to do one or more of the following: stop the movement of cutting tool 14, disconnect motor assembly 16 from power source 20, place a barrier between the cutting tool and the user, or retract the cutting tool from its operating position, etc.

(See '712 patent at 4:4-14.) Accordingly, I do not find these terms to be indefinite under 35 U.S.C. § 112, ¶ 2.

Bosch argues that if the terms are not found indefinite that they should be given their plain English meaning. But that is not the standard. It is black letter law that claim terms are to be construed from the perspective of a person of ordinary skill in the art in view of the specification and prosecution history. See *Thorner v. Sony Computer Entm't Am. LLC*, 669 F.3d 1362, 1365 (Fed. Cir. 2012). Accordingly, I find Bosch's argument not persuasive.

If the disputed terms have more than one ordinary meaning, neither party explains what those meanings are. Accordingly, I construe the terms "predetermined action" and "specified action" to have their plain and ordinary meaning as understood by one of ordinary skill in the art in view of the specification and prosecution history.

D. "cartridge"

Term	SawStop	Bosch
"cartridge" (836 patent, claim 1)	No construction is necessary. The terms should receive their plain and ordinary meaning in the context of the specification.	A removable, replaceable housing including brake mechanism having a pawl, a biasing mechanism such as a spring, and a restraining mechanism such as a fusible member.

I find Bosch's proposed construction improperly narrows the scope of the claims by importing limitations from the embodiments disclosed in the specification into the claims. See *SuperGuide Corp. v. DirecTV Enterprises, Inc.*, 358 F.3d 870 (Fed. Cir. 2004) ("Though understanding the claim language may be aided by the explanations contained in the written description, it is important not to import into a claim, limitations that are not a part of the claim."). Bosch's proposed construction is also inconsistent with the language of claim 1 of

the '836 patent. While the language of claim 1 requires "one or more single-use components configured to be expended when the cartridge performs the predetermined action," Bosch's proposed construction requires three specific single-use components that are expended when the cartridge performs the predetermined action: a brake mechanism having a pawl, a biasing mechanism, and a restraining mechanism. Thus Bosch's proposed construction would vitiate the express language of claim 1 requiring "one or more single-use components." (*See* Tr. at 45-46.) Further, Bosch's proposed construction is inconsistent with the language of dependent claims 2, 3, and 11 of the '836 patent which recite "a brake pawl" and/or "a biasing mechanism." *See Liebel-Flarsheim Co. v. Medrad, Inc.*, 358 F.3d 898, 910 (Fed. Cir. 2004) ("As this court has frequently stated, the presence of a dependent claim that adds a particular limitation raises a presumption that the limitation in question is not found in the independent claim.").

The standard for deviating from the plain and ordinary meaning is "exacting" and requires "a clear and unmistakable disclaimer." *See Thorner v. Sony Computer Entm't Am. LLC*, 669 F.3d 1362, 1366-67 (Fed. Cir. 2012). *See also Epistar Corp. v. Int'l Trade Comm'n*, 566 F.3d 1321, 1334 (Fed. Cir. 2009) (requiring "expressions of manifest exclusion or restriction, representing a clear disavowal of claim scope" to deviate from the ordinary meaning) (citation omitted). While Respondent is able to point to a few instances whether the applicant refers to the invention as a brake mechanism, I do not find the intrinsic record, as a whole, indicates a clear and unmistakable intent to provide a special meaning for the term "cartridge" or to disclaim part of its scope. This is especially true, as discussed above, in light of the language of the claims indicating the contrary. Accordingly, I find Bosch's argument not persuasive.

No party has shown the disputed term to have more than one ordinary meaning. Thus, I find the term “cartridge” is properly construed to have its plain and ordinary meaning as understood by one of ordinary skill in the art in view of the specification and prosecution history.

E. “moveable component”

Term	SawStop	Bosch
“moveable component” (’279 patent, claims 1, 11, 13, and 16)	No construction is necessary. The terms should receive their plain and ordinary meaning in the context of the specification.	A brake mechanism having a pawl adapted to move upon detection of the dangerous condition by the detection system.

Respondents’ proposed construction improperly narrows the scope of the claims and imports limitations from the embodiments disclosed in the specification into the claims. *See SuperGuide Corp. v. DirecTV Enterprises, Inc.*, 358 F.3d 870 (Fed. Cir. 2004) (“Though understanding the claim language may be aided by the explanations contained in the written description, it is important not to import into a claim, limitations that are not a part of the claim.”). Bosch’s proposed construction is also inconsistent with the language of dependent claim 8 of the ’279 patent, which recites that “the moveable component is a brake.” *See Liebel-Flarsheim Co. v. Medrad, Inc.*, 358 F.3d 898, 910 (Fed. Cir. 2004) (“As this court has frequently stated, the presence of a dependent claim that adds a particular limitation raises a presumption that the limitation in question is not found in the independent claim.”).

The standard for deviating from the plain and ordinary meaning is “exacting” and requires “a clear and unmistakable disclaimer.” *See Thorner v. Sony Computer Entm’t Am. LLC*, 669 F.3d 1362, 1366-67 (Fed. Cir. 2012). *See also Epistar Corp. v. Int’l Trade Comm’n*, 566 F.3d 1321, 1334 (Fed. Cir. 2009) (requiring “expressions of manifest exclusion or restriction, representing a clear disavowal of claim scope” to deviate from the ordinary meaning) (citation

omitted). At a minimum, there is no clear and unmistakable disclaimer to justify narrowing the claim term.

Accordingly, I find the term “moveable component” is entitled to its plain and ordinary meaning as understood by one of ordinary skill in the art in view of the specification and prosecution history.

VI. CONCLUSION

I find that the following terms of the asserted patents shall be construed as follows:

- The terms “detection system,” “reaction system . . .,” “control system . . .,” “self-test system . . .,” and “safety system . . .” shall each be construed to have its plain and ordinary meaning.
- The term “motion detection system” shall be construed to have its plain and ordinary meaning.
- The terms “predetermined action” and “specified action” shall each be construed that have its plain and ordinary meaning.
- The term “cartridge” shall be construed to have its plain and ordinary meaning.
- The term “moveable component” shall be construed to have its plain and ordinary meaning.

SO ORDERED.



Thomas B. Pender
Administrative Law Judge

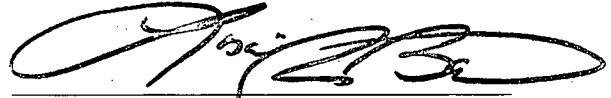
**IN THE MATTER OF CERTAIN TABLE SAWS,
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AND COMPONENTS THEREOF**

337-TA-965

CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **PUBLIC ORDER NO. 07** has been served upon the following parties via first class mail and air mail where necessary on

FEB 10 2016



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