

Federal Circuit Patent Bulletin: *Hill-Rom Servs., Inc. v. Stryker Corp.*

June 27, 2014

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On June 27, 2014, in *Hill-Rom Servs., Inc. v. Stryker Corp.*, the U.S. Court of Appeals for the Federal Circuit (Moore,* Schall, Reyna) reversed and remanded the district court’s summary judgment that Stryker did not infringe U.S. Patents No. 5,699,038, No. 6,147,592, and No. 7,538,659, which related to systems and methods for enabling hospital personnel to remotely monitor the status of hospital beds. The Federal Circuit stated:

Claim terms are generally given their plain and ordinary meanings to one of skill in the art when read in the context of the specification and prosecution history. “There are only two exceptions to this general rule: 1) when a patentee sets out a definition and acts as his own lexicographer, or 2) when the patentee disavows the full scope of the claim term either in the specification or during prosecution.” . . . The standards for finding lexicography and disavowal are exacting. “To act as its own lexicographer, a patentee must clearly set forth a definition of the disputed claim term other than its plain and ordinary meaning” and must “clearly express an intent to redefine the term.” “[T]his court has expressly rejected the contention that if a patent describes only a single embodiment, the claims of the patent must be construed as being limited to that embodiment.” “Even when the specification describes only a single embodiment, the claims of the patent will not be read restrictively unless the patentee has demonstrated a clear intention to limit the claim scope using ‘words or expressions of manifest exclusion or restriction.’”

Disavowal requires that “the specification [or prosecution history] make[] clear that the invention does not include a particular feature,” or is clearly limited to a particular form of the invention. For example, we have held that disclaimer applies when the patentee makes statements such as “the present invention requires . . .” or “the present invention is . . .” or “all embodiments of the present invention are . . .” We have also found disclaimer when the specification indicated that for “successful manufacture” a particular step was

“require[d].” We found disclaimer when the specification indicated that the invention operated by “pushing (as opposed to pulling) forces,” and then characterized the “pushing forces” as “an important feature of the present invention.” We found disclaimer when the patent repeatedly disparaged an embodiment as “antiquated,” having “inherent inadequacies,” and then detailed the “deficiencies [that] make it difficult” to use. Likewise, we found disclaimer limiting a claim element to a feature of the preferred embodiment when the specification described that feature as a “very important feature . . . in an aspect of the present invention” and disparaged alternatives to that feature.

There is no such disclaimer or lexicography here. There are no words of manifest exclusion or restriction. The patents-in-suit do not describe the invention as limited to a wired datalink. There is no disclosure that, for example, the present invention “is,” “includes,” or “refers to” a wired datalink and there is nothing expressing the advantages, importance, or essentiality of using a wired as opposed to wireless datalink. Nor is there language of limitation or restriction of the datalink. Nothing in the specification or prosecution history makes clear that the invention is limited to use of a cable as a datalink. Absent such language, we do not import limitations from the specification into the claims. . . .

Stryker does not dispute that wireless datalinks were known at the time the patent was filed, nor does it suggest that the plain meaning of datalink at the relevant time was a cable. Instead, Stryker insists that “datalink” ought to be given its plain and ordinary meaning in the context of the specification. We agree. This is not, however, a license to read limitations from the embodiments in the specification into the claims. The plain and ordinary meaning of datalink at the relevant time is a connection that carries data. And neither the specification nor the prosecution history gives reason to limit the term to a wired connection.

This construction—a datalink is a link that carries data and can be wired or wireless—is supported by the claims of the patent. The ‘659 patent contains several dependent claims that expressly recite the requirement of a wired datalink, and they depend from independent claims that do not contain such a requirement. . . . “[T]he 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.” This presumption is especially strong where the limitation in dispute is the only meaningful difference between an independent and dependent claim. Of course, claim differentiation is not a hard and fast rule, and the presumption can be overcome by a contrary construction required by the specification or prosecution history. However, nothing in this specification or prosecution history rebuts the presumption established by the doctrine of claim differentiation.

The district court explained that if datalink was not limited to a wired link, and in particular, if the term were construed to “include wireless communication,” the claim would not be enabled. Enablement concerns do not justify departing from the plain and ordinary meaning of “datalink.” Where the meaning of a claim term is clear, as it is here, we do not rewrite the claim to preserve its validity. Moreover, the parties point to no evidence in this record that establishes an enablement problem and the district court did not cite to any. Courts should be cautious not to allow claim construction to morph into a mini-trial on validity. Claim terms should be given their plain and ordinary meaning to one of skill in the art at the relevant time and cannot be rewritten by the courts to save their validity. We hold that “datalink” in the claims at issue is any link over which data is transferred and can be wired or wireless. . . .