

United States District Court,
W.D. Texas, San Antonio Division.

KINETIC CONCEPTS, INC., KCI Licensing, Inc., KCI USA, Inc., and Wake Forest University Health Sciences,
Plaintiffs.

v.

BLUESKY MEDICAL CORPORATION, Medela AG, Medela, Inc., and Patient Care Systems, Inc,
Defendants.

Civil Action No. SA-03-CA-0832-RF

May 12, 2005.

Alan Michael Ferrill, Cox Smith Matthews Incorporated, Kirt S. O'Neill, R. Laurence Macon, Akin Gump Strauss Hauer & Feld LLP, San Antonio, TX, for Plaintiffs.

Randy McClanahan, McClanahan Myers Espey, LLP, Trang Quoc Tran, Tran Law Firm, LLP, Houston, TX, Thad Harkins, Harkins, Latimer & Dahl PC, San Antonio, TX, for Bluesky Medical Corporation, Bluesky Medical Corporation.

David M. Rodi, Elizabeth L. Durham, Lisa Kelly, Mitchell D. Lukin, R. William Beard, Jr., Scott F. Partridge, Baker Botts LLP, James R. Robinson, King & Spalding, LLP, Houston, TX, Kevin M. Sadler, Scott D. Powers, Baker Botts, LLP, Austin, TX, for Medela AG, Medela, Inc.

ORDER ADOPTING STIPULATIONS OF PARTIES REGARDING CLAIM TERM CONSTRUCTION

ROYAL FURGESON, District Judge.

Before the court is the Stipulations of the Parties regarding claim term construction filed May 12, 2005. Based on the evidence and the arguments of counsel, the Court is of the opinion that the Stipulations of the Parties should be adopted.

It is therefore ORDERED that the Court adopts the following claim term construction as stipulated to by the Parties:

TERMS ('880 PATENT)	AGREED CONSTRUCTION
"means for releasably attaching"	a semi-permeable adhesive coating and equivalents thereof
"interior portion with an opening extending between and open at the	Portion of the wound covering means that covers the wound site and is surrounded by a perimeter portion, where the perimeter portion is attached to the healthy skin surrounding the wound site. The interior portion has a passage extending between

skin contact and outer surfaces thereof"	the skin contact surface and the outer surface, and further has an opening at the skin contact surface and outer surface.
"semi-permeable material"	a material that will pass moisture vapors, and is impervious to liquids
"fluidically communicating"	capable of introducing liquid to and/or evacuating liquid from said skin contact surface
"connected to said covering means at said opening"	fastened to the covering means at the passage
"fastening means"	Subject to Defendants' indefiniteness argument: a semi-permeable adhesive coating and equivalents thereof
"perimeter portion"	Subject to Defendants' indefiniteness argument: The portion of the wound covering means that contacts the healthy skin surrounding the wound site. The perimeter portion surrounds the interior portion.
"semi-permeable plastic"	a plastic that will pass moisture vapors, and is impervious to liquids
"an intermediate material layer adapted for placement"	a thickness of material that is sized and shaped to fit [between the cover means interior portion and the wound]
"non-absorbent"	a material that does not tend to absorb fluid
"suction means"	a bulb, bellows, or motorized pump and equivalents thereof for removing fluid
"flexible, collapsible material"	material that, [when formed into the tubular connection,] is bendable and capable of being folded flat

TERMS ('643 PATENT)	AGREED CONSTRUCTION
"alternating intervals"	alternating periods of time
"alternating periods"	alternating periods of time

"applying a reduced pressure" (as used in claims 29 and 32)	applying pressure that is below ambient atmospheric pressure
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W.D.Tex.,2005.
Kinetic Concepts, Inc. v. Bluesky Medical Corp.

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