

United States District Court,
C.D. California, Southern Division.

MEDIA TECHNOLOGIES LICENSING, LLC, a California limited liability company,
Plaintiff.

v.
The UPPER DECK COMPANY, a corporation, et al,
Defendants.

And Related Counterclaims and Crossclaim,
And Related Counterclaims and Crossclaims.

Nos. SA CV 01-1198 AHS (ANx), SA CV 03-897 AHS (ANx)

Oct. 6, 2008.

Gregory S. Dovel, Sean A. Luner, John Jeffrey Eichmann, Dovel & Luner, Santa Monica, CA, Robert Pressman, Bramson and Pressman, Conshohocken, PA, for Plaintiff.

Joseph R. Taylor, Michael M. Carlson, Tuneen E. Chisolm, Liner Yankelevitz Sunshine and Regenstreif, Los Angeles, CA, Glen A Rothstein, Rosenfeld Meyer and Susman LLP, Beverly Hills, CA, for Defendants.

ORDER CONSTRUING CLAIMS

ALICEMARIE H. STOTLER, District Judge.

The Court, having considered all papers regarding claim construction of United States Patent No. 5,803,501 and United States Patent No. 6,142,532 and the arguments of counsel, and good cause appearing therefore, the following claim terms of the patents are construed to have the following meanings:

Claim Term	Claim Construction
"A memorabilia article" and "an article of memorabilia"	Means an article relating to memorabilia.
"A memorabilia card"	No construction necessary.
"adjacent to where the image of the actual item normally would appear"	Means next to, but not necessarily touching, where the actual item would typically appear in an image depicting the items' relationship to the famous figure.
"near where an image of the implement normally would appear" and "near where an image of the authentic item normally would appear"	Means within a short distance to where the implement would typically appear in an image depicting the implement's relationship to the popular personality or event.
"memorabilia"	Means an object valued for its connection with historical events, culture, or entertainment.

"famous figure"	Means a widely known, prominent personality.
"first member"	Means a photograph or likeness of a famous figure.
"attached"	Means directly joined to the exterior surface (and not incorporated into).
"affixed"	Means directly joined to the exterior surface (and not incorporated into).
"adhered"	Means "attached to" (as defined above) by glue or other adhesive material.
"card"	Means a trading card, which is a card that typically has at least one photograph or likeness on the front and statistical or biographical information about the subject on the back, is part of a set of trading cards for collecting, and which is typically about 2 1/2 by 3 1/2 inches in size. ^[FN1]

FN1. Plaintiff used a different definition at oral argument. Its construction here is that debated by the parties in their briefs. See also footnote 1 in Statement of Uncontroverted Facts and Conclusions of Law in Support of Defendants' Summary Judgment Motion No. 3 (Patents Invalid on Obviousness Grounds).

"sports trading card" Means a trading card relating to sports.

There is a balance to be achieved between what the claims describe and defining a claim term so that it comports with the whole of the document. *Phillips v. AWH Corp.*, 415 F.3d 1303, 1373 (2005) (explaining that "the construction that stays true to the claim language and most naturally aligns with the patent's description will be, in the end, the correct construction"). "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." *Computer Docking Station Corp. v. Dell, Inc.*, 519 F.3d 1366 (Fed.Cir.2008) (*quoting* *Phillips*, 415 F.3d at 1315). "It is always necessary to review the specification to determine whether the inventor has used any terms in a manner inconsistent with their ordinary meaning." *Cat Tech LLC v. Tubemaster, Inc.*, 528 F.3d 871, 886-87 (Fed.Cir.2008) (internal quotations omitted). The Court should not interpret claims to have a broader reach than the claims intend. *Asyst Techs., Inc. v. Emtrak, Inc.*, 402 F.3d 1188, 1193 (Fed.Cir.2005). "As between the patentee who had a clear opportunity to negotiate broader claims but did not do so, and the public at large, it is the patentee who must bear the cost of its failure to seek protection for this foreseeable alteration of its claimed structure." *TIP Sys., LLC v. Phillips & Brooks/Gladwin, Inc.*, 529 F.3d 1364, 1380 (Fed.Cir.2008); *see also* *Nystrom v. Trex Co., Inc.*, 424 F.3d 1136, 1143-44 (Fed.Cir.2005) (limiting claims to context maintained throughout their descriptions).

IT IS SO ORDERED.

C.D.Cal.,2008.
Media Technologies Licensing LLC v. Upper Deck Co.

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