

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

_____)	
INVENSAS CORPORATION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 11-448-GMS
)	
RENASAS ELECTRONICS)	
CORPORATION,)	
)	
Defendant.)	
_____)	

**ORDER CONSTRUING THE TERMS OF U.S. PATENT NOS. 6,396,140, 6,777,802,
6,566,167, and 6,825,554**

After having considered the submissions of the parties and hearing oral argument on the matter, IT IS HEREBY ORDERED, ADJUDGED, and DECREED that, as used in the asserted claims of U.S. Patent Nos. 6,396,140 (the “’140 Patent”), 6,777,802 (the “’802 Patent”), 6,566,167 (the “’167 Patent”), and 6,825,554 (the “’554 Patent”):

A. The ’140 Patent

1. The term “a top surface” is construed to mean “the upper exterior portion.”¹

¹ The plaintiff, Invensas Corporation (“Invensas”), proposes the following constructions: “an upper surface” or “a top surface (*i.e.* plain and ordinary meaning).” (D.I. 77 at 4.) The defendant, Renesas Electronics Corporation (“Renesas”), asks that this term be defined as “the upper most exposed portion of the substrate.” (*Id.*) For the reasons that follow, the court adopts a variation of Renesas’ proposed construction.

The court agrees with Renesas that the words “top surface” convey the idea of an exterior or outermost portion. Yet, despite this plain meaning, the parties’ positions at the *Markman* hearing compel the court to offer further guidance through construction so as to avoid problems of the sort contemplated in *O2 Micro International Ltd. v. Beyond Innovation Technology Co., Ltd.*, 521 F.3d 1351 (Fed. Cir. 2008). *See id.* at 1362 (“When the parties present a fundamental dispute regarding the scope of a claim term, it is the court’s duty to resolve it.”).

While Renesas’ proposed construction of “the upper most exposed portion of the substrate” adequately captures the meaning of the term “a top surface,” the court is reluctant to fully adopt this definition, as the word “exposed” creates unnecessary ambiguity. For example, it is unclear to what the upper most portion must be exposed. To empty space? The air? A non-substrate object? Additionally, the court fears that the phrase “upper most” might create confusion in light of certain arguments made by Invensas at the *Markman* hearing. (D.I. 130 27–

2. The term “the second metal layer serves as a reference to” is construed to mean “the second metal layer serves as a ground to.”²

30.) The word “exterior” appropriately conveys the essence of the claim term “surface,” and the court is satisfied that its above construction gives full and correct meaning to the disputed phrase.

As noted above, the court rejects Invensas’ position that no construction is required—there is a clear dispute between the parties, and a “plain meaning” construction in this context likely would lead only to reargument of this claim term at some later date. Invensas’ alternative construction—“an upper surface”—is similarly unhelpful in that it also contains the word “surface,” the meaning of which is central to the parties’ dispute.

In support of its position, Invensas references U.S. Patent No. 5,808,873 (the “’873 Patent”), which was cited by the ’140 Patent. (D.I. 78 at 6–7.) In Invensas’ view, Claim 1 of the ’873 Patent distinguishes between the “substrate” and the “masking layer.” This might be relevant to the parties’ infringement positions, as the “top surface” at issue here is the top surface of the substrate, ’140 Patent at 3:24, and both Invensas and Renesas have acknowledged that the construction of this term relates to the infringement question of whether a solder mask layer covering the uppermost metal layer of the substrate represents “a top surface,” (D.I. 80 at 14–15; D.I. 91 at 15). The parties, however, have not asked the court to construe the term “substrate.” The court has addressed what represents a top surface, but any underlying dispute over what may be included in the “substrate” itself is not presently before the court.

² Invensas proposes that the term “the second metal layer serves as a reference to” be construed as “the second metal layer comprises a ground plane for.” (D.I. 77 at 5.) Renesas originally proposed that it be construed as “the second conductive layer is a voltage or ground plane between.” (*Id.*) Prior to oral argument, however, Renesas “agreed to omit reference to a ‘voltage plane’ in its construction.” (D.I. 120 at 2.) “Accordingly, the only remaining dispute is whether ‘the second metal layer serves as a reference to’ prohibits the presence of traces or other features on the second metal layer other than a ground plane.” (*Id.*) Renesas argues that it does and that the claimed layer is limited to a ground plane. Invensas suggests that the layer may contain elements in addition to a ground plane, such as traces or vias.

The court rejects Renesas’ proposed construction. As an initial matter, the ordinary meaning of the phrase “serves as” is not “is.” “Serves as” describes a function something may have rather than any structure to which it is limited. On its face, the present term says little about the structure of the second metal layer.

Though Renesas does not dispute that this is the ordinary meaning of “serves as,” it contends that the doctrine of prosecution disclaimer supports its construction. (D.I. 90 at 11–12.) An early version of what eventually issued as Claim 1 provided, in part:

wherein the second metal layer comprises a reference layer that serves as a reference to both traces on the first and third metal layers such that the reference layer substantially decreases the mutual inductance and capacitance between the signal traces on the first metal layer and substantially decreases the mutual inductance and capacitance between the signal traces on the third metal layer.

(D.I. 90, Ex. G, at 7.) During prosecution and in response to an Office Action, the applicants amended this language, and Claim 1 now reads:

such that the second metal layer serves as a reference to traces on routing metal layers associated with the first and third metal layers.

’140 Patent at 3:31–34. Renesas suggests that, by striking the phrase “the second metal layer comprises a reference layer that serves as a reference” and replacing it with “the second metal layer serves as a reference,” the applicants disclaimed a second metal layer with components beyond just a reference layer. (D.I. 90 at 12.)

The court cannot agree. The amendment does not evidence the “clear and unmistakable disavowal of scope” required for the court to give it the disclaiming effect urged by Renesas. *See Grober v. Mako Prods., Inc.*, 686 F.3d 1335, 1341 (Fed. Cir. 2012). The claim was substantially rewritten, and the removal of the “comprises a reference layer” language may have been due to nothing more than the deletion of the subsequent phrase “such that the reference layer substantially decreases the mutual inductance and capacitance between the signal traces on the

B. The '802 Patent

1. The court does not construe the term “an upper surface of the substrate.”³
2. The court does not construe the term “a signal voltage power ring.”⁴

C. The '167 Patent

1. The method steps of Claims 1, 6, 11, and 12 of the '167 Patent need not be performed in the order recited.⁵

first metal layer and substantially decreases the mutual inductance and capacitance between the signal traces on the third metal layer.” (D.I. 90, Ex. G, at 7.) Without that later dependent phrase, the applicants may have seen little reason to introduce the “reference layer” structure. It was not needed to describe the structure of the second metal layer, since the claim language already characterized that layer by its function. In other words, the decision to remove the “comprises” language might have been due not to its open-ended structural nature but to the fact that it was structural at all.

The court, however, is also hesitant to adopt Invensas’ proposed construction. As noted above, the present term describes the second metal layer in functional rather than structural language, making any structural definition imperfect. Fortunately, the court believes a jury is capable of understanding the ordinary phrase “serves as.” The only potentially confusing element of this term is the word “reference,” which the court construes as “ground,” in light of the specification’s likening of the two concepts. *See* '140 Patent at 31–33 (“[L]ayer 28 20 comprises a metal plane which serves as a reference (ground) to the traces on layer 26.”).

³ After submission of claim construction briefing but prior to oral argument, the parties reached agreement as to the meaning of this term. (D.I. 120 at 1.) In the absence of a genuine dispute, the court will not construe this term. *See O2 Micro Int’l.*, 521 F.3d at 1360; *U.S. Surgical Corp. v. Ethicon, Inc.*, 103 F.3d 1554, 1568 (Fed. Cir. 1997).

⁴ After submission of claim construction briefing but prior to oral argument, the parties reached agreement as to the meaning of this term. (D.I. 120 at 1.) In the absence of a genuine dispute, the court will not offer a construction. *See O2 Micro Int’l.*, 521 F.3d at 1360; *Ethicon, Inc.*, 103 F.3d at 1568.

⁵ The court rejects Renesas’ position that the method steps of these claims must be performed in the order recited. The Federal Circuit has indicated that “[u]nless the steps of a method actually recite an order, the steps are not ordinarily construed to require one.” Under the two-part analysis explained in *Altiris, Inc. v. Symantec Corp.*, 318 F.3d 1363 (Fed. Cir. 2003), the court first “look[s] to the claim language to determine if, as a matter of logic or grammar, [the steps] must be performed in the order written,” and, if the claim language does not require such order, the court then “look[s] to the rest of the specification to determine whether it ‘directly or implicitly requires such a narrow construction.’” *Id.* at 1369–70 (quoting *Interactive Gift Express, Inc. v. Compuserve, Inc.*, 256 F.3d 1323, 1343 (Fed. Cir. 2001)).

Despite Renesas’ arguments to the contrary, the court does not understand the claim language itself to require that each of the steps be performed in the recited order. For example, as Invensas points out, neither logic nor grammar requires steps (c) and (e) of Claim 1 to be performed after step (b). Rather, the identification of groups of signal traces to isolate and rows of solder balls to be grounded could occur during the design stage, before step (b)’s patterning of signal traces.

Likewise, the specification neither directly nor implicitly requires performance in the recited order. Renesas directs the court to Figure 2, a flowchart showing the steps of Claim 1 occurring in the claimed order. In

2. The term “layer” is construed to have its plain and ordinary meaning.⁶

3. The term “top layer” is construed to have its plain and ordinary meaning.⁷

relying on Figure 2, however, Renesas makes an argument similar to that rejected in *Altiris, Inc.* In that decision, the Federal Circuit found that the specification did not require the disputed steps to be performed sequentially simply because they appeared in that order in a preferred embodiment. *Altiris, Inc.*, 318 F.3d at 1369–71. While Figure 2 may teach performance in the recited order, as in *Altiris, Inc.* “[n]owhere . . . is there any statement that this order is important, any disclaimer of any other order of steps, or any prosecution history indicating a surrender of any other order of steps.” *Id.* at 1371. A finding that Figure 2 requires performance in the recited order would run afoul of the Federal Circuit’s “prohibition against importing a limitation from the specification into the claims—here the order of steps used by the sole, preferred embodiment.” *Id.* at 1369.

⁶ This term appears in both the ’167 and ’554 Patents. As made clear at oral argument, there exists a fundamental dispute as to whether “layer” represents an industry term of art. The court first notes that the intrinsic evidence presented by the ’167 Patent is not inconsistent with the specialized meaning offered by Invensas—that “layer,” standing on its own, means a metal layer and that, “in the art of semiconductor substrates, the standard practice when referring to a layer of non-conductive material is to modify the word ‘layer’ with an adjective.” (D.I. 91 at 5.) Additionally, the court is unconvinced by Renesas’ argument that Invensas’ position improperly presumes that the patentee intended to act as his own lexicographer. (D.I. 80 at 5.) Such a clear redefinition is only required where a patentee seeks to depart from the ordinary meaning that a term would have to a person of skill in the relevant art. See *Vitronics Corp. v. Conception, Inc.*, 90 F.3d 1576, 1582 (Fed. Cir. 1996). Here, Invensas does not claim there was a departure from the ordinary meaning—rather, it maintains that “metal layer” is the ordinary meaning of “layer” to one of skill in the art.

However, while Invensas’ construction may not conflict with the claim language or specification, it also fails to draw any real support from the intrinsic evidence. Invensas maintains that the “usage of ‘layer’ as a metal layer is clearly employed throughout the patents and their prosecution histories,” (D.I. 78 at 11–12), but the cited prosecution statements do not clearly equate “layer” and “metal layer,” (D.I. 78 Ex I at 9). Likewise, the cited passages from the ’167 Patent do not provide a definition of the lone term “layer.” Rather, they simply suggest that the terms “4-layer substrate” and “2-layer . . . substrate” refer to substrates having four and two metal layers respectively, a proposition that is undisputed. Renesas acknowledges that these phrases are terms of art representing a “shorthand way of identifying a particular type of substrate by focusing on the number of metal layers,” but it contends that “those terms of art do not alter the ordinary meaning of the term ‘layer.’” (D.I. 90 at 4.)

Invensas now argues that the meaning of “4-layer substrate” and “2-layer . . . substrate” should inform the court’s construction of “layer,” as claim terms are normally used consistently throughout the patent.” (D.I. 91 at 4 (quoting *Phillips v. AWH Corp.*, 415 F.3d 1303, 1314 (Fed. Cir. 2005)).) Invensas, however, fails to appreciate that one circumstance in which a claim term might have an inconsistent meaning within a patent is where variations on that term represent specialized terms of art. In fact, Invensas’ own position that “in the art of semiconductor substrates, the standard practice when referring to a layer of non-conductive material is to modify the word ‘layer’ with an adjective” depends on this very recognition to avoid a similar inconsistency problem. (D.I. 91 at 5–6.)

The court does not believe the specification statements relating to the “4-layer substrate” and “2-layer . . . substrate” are controlling. While the specification clearly indicates that, for example, a 4-layer substrate has four metal layers, it neither tells the reader how many total “layers” such a substrate has nor how a “layer” is defined. Put simply, the statements and figures referenced do not label the non-metal planes—they could be “layers” or they could be something else. Invensas fails to provide sufficient evidence in support of its position that the term “layer” has a specialized meaning in the art. Accordingly, the court finds that this basic term should be accorded its plain and ordinary meaning. See *Phillips*, 415 F.3d at 1314.

⁷ In light of the court’s above discussion of the term “layer,” no further construction is required for this term.

4. The term “bottom layer” is construed to have its plain and ordinary meaning.⁸
5. The term “isolating ground trace” is construed to mean “shielding trace that can be grounded to achieve noise reduction.”⁹
6. The term “to isolate the signal traces and thereby provide noise shielding” is construed to mean “for the purpose of providing a shield between the signal traces in order to reduce electrical noise.”¹⁰

⁸ In light of the court’s above discussion of the term “layer,” no further construction is required for this term.

⁹ The parties dispute whether the “isolating ground trace” must always be connected to ground. The court believes the answer to that question is “no” and thus adopts Invensas’ proposed construction for this term.

In support of its argument that an “isolating ground trace” must already be grounded, Renesas points to the statement in the specification that “[i]n a further aspect of the present invention a row of solder balls is connected together and to ground to create a bottom-layer isolating ground trace to further reduce noise.” (D.I. 80 at 6–7 (quoting ’167 Patent at 2:2–5).) Renesas also references Figure 2 of the ’167 Patent. (*Id.* at 7.) The court, however, is unconvinced. Figure 2 actually cuts against Renesas’ position. As Invensas notes, Figure 2 first describes the formation of an “isolating ground trace” and only in a later step describes the connection of the isolating ground trace to ground. ’167 Patent at Fig. 2. The Federal Circuit has made clear that “[a] claim interpretation that excludes a preferred embodiment from the scope of the claim ‘is rarely, if ever, correct.’” *Globetrotter Software, Inc. v. Elan Computer Grp., Inc.*, 362 F.3d 1367, 1381 (Fed. Cir. 2004) (quoting *Vitronics Corp.*, 90 F.3d at 1583). Further, the contrary teaching of this preferred embodiment highlights the impropriety of Renesas’ reliance on the other disclosed embodiment recited in the above-quoted language. It is well settled that the court must avoid importing limitations from the specification into the claim. *See Phillips*, 415 F.3d at 1323.

Additionally, the court notes that Renesas’ proposed construction runs afoul of the presumption that different claim terms carry different meaning. *See Applied Med. Res. Corp. v. U.S. Surgical Corp.*, 448 F.3d 1324, 1333 n.3 (Fed. Cir. 2006). The term “grounded isolation trace” also appears in Claims 1 and 11 of the ’167 Patent, and the parties apparently agree that such an isolation trace must already be connected to ground. (D.I. 120 at 17.) Renesas’ proposed construction effectively would equate the past-tense “grounded isolation trace” with an “isolating ground trace.”

¹⁰ The parties dispute two issues via their proposed constructions. The primary disagreement is whether this phrase requires one to “pattern[] a grounded isolation trace adjacent to one of the groups of traces” with the intent “to isolate the signal traces and thereby provide noise shielding.” Renesas believes the claim language supports such an intent requirement. Invensas, on the other hand, reads this step as simply requiring that the patterning of the grounded isolation trace result in isolation of the signal traces.

The court agrees with Renesas on this issue. There is no rule barring a patentee from including an intent requirement in its claims, *see Jansen v. Rexall Sundown, Inc.*, 342 F.3d 1329, 1333 (Fed. Cir. 2003) (finding that a phrase in the preamble of a method claim served as “a statement of the intentional purpose for which the method must be performed”); *3M Co. v. Avery Dennison Corp.*, No. 10-2630-MJD-FLN, 2013 WL 673838, at *3 (D. Minn. Feb. 25, 2013) (“[T]here is no binding authority for the position that an apparatus claim may not include an intent element.”), and Invensas’ reliance on *Hilton Davis Chem. Co. v. Warner-Jenkinson Co., Inc.*, 62 F.3d 1512 (Fed. Cir. 1995), is misplaced. While the *Hilton Davis* court did note that “[i]ntent is not an element of infringement,” 62 F.3d at 1519, this observation merely reflects the uncontroversial proposition that “[i]nfringement itself . . . is a strict

7. The term “to isolate the two groups of signals” is construed to mean “for the purpose of providing a shield between the two groups of signals.”¹¹

liability offense,” *Jurgens v. CBK, Ltd.*, 80 F.3d 1566, 1570 n.2 (Fed. Cir. 1996). The motive of an accused infringer when performing a claimed method clearly is irrelevant to the ultimate infringement question. *See Dow Chem. Co. v. Mee Indus., Inc.*, 341 F.3d 1370, 1380 (Fed. Cir. 2003). Renesas, however, makes a claim construction rather than an infringement argument—it contends the claimed method itself cannot be performed absent intent “to isolate the signal traces and thereby provide noise shielding.”

The claim language provides support for Renesas’ interpretation. The disputed language appears in several claims of the ’167 Patent, including Claim 1, which provides: “A method for fabricating a semiconductor package, the method including the steps of . . . (d) patterning a grounded isolation trace adjacent to one of the groups of traces to isolate the signal traces and thereby provide noise shielding” ’167 Patent at 3:52–64. First, the word “to” is consistent with an intent requirement—in ordinary usage, it functions as a synonym for phrases like “in order to” or “for the purpose of.” *See Whirlpool Corp. v. LG Elecs., Inc.*, 423 F. Supp. 2d 730, 753 (W.D. Mich. 2004) (finding that the words “to cool said fabric” constituted a “purpose clause” in the longer phrase “prior to draining said lesser concentrated detergent solution from said wash chamber, fresh water is added to cool said fabric”).

While this language might also be reconciled with Invensas’ construction, the court notes that, if the patentee had wished to convey only that the patterning resulted in isolation of the signal traces, it easily could have employed clear “effect” language. The use of the word “to” to signal a result is odd, and the various dictionary definitions included in Invensas’ *Markman* presentation are unavailing. (D.I. 130 at 86–87.) None address the situation presented here, where the word “to” is followed by a verb. When used in such a manner, “to” generally signals a purpose or introduces an infinitive.

At the *Markman* hearing, Invensas pointed out several problems that might arise by construing this term as having an intent requirement. (D.I. 130 at 88–89.) For example, it noted that, under this construction, a party that patterned a grounded isolation trace that had the effect of isolating signal traces and providing noise shielding would not infringe so long as the party did not pattern the trace with the intent to isolate. *Id.* While the court appreciates these concerns, it agrees with Judge Fogel’s conclusion in *C&C Jewelry Mfg., Inc. v. West*, No. 09-1303-JF-HRL, 2010 WL 2681921 (N.D. Cal. July 6, 2010), that “while these concerns may well be appropriate in an infringement or validity analysis, they do not preclude claim construction.” *Id.* at *12.

Invensas also takes issue with Renesas’ suggestion that isolating the signal traces means “separating the signal traces.” In Invensas’ view, the disputed phrase requires that the patterning of an isolation trace reduce electrical interference between signal traces by actively shielding the signal traces from each other. (D.I. 78 at 15.) It regards “separating” as improperly broad, and notes that, “[i]n theory, one could ‘separate’ two signals in many ways, such as by locating them far apart from each other.” (*Id.*) Read in light of the specification, the court does not believe that “isolating” is synonymous with “separating.” The ’167 Patent consistently teaches noise reduction through the shielding effect of a grounded trace. *See* ’167 Patent at 2:51–54, 3:3–4. Within this context, “to isolate” means to shield, and the court thus adopts that portion of Invensas’ proposed construction.

¹¹ For the reasons discussed above, the court draws from both parties’ proposals in construing this term. While the court agrees with Renesas on the intent requirement issue, it believes Invensas is correct regarding the specific meaning of “isolating” in the ’167 Patent.

The court, however, omits the second half of Invensas’ proposed construction. Invensas offers the same construction for this term as for the above term “to isolate the signal traces and thereby provide noise shielding.” Given the additional “and thereby provide noise shielding language” in that prior term, identical constructions are improper. *See Merck & Co., Inc. v. Teva Pharm. USA, Inc.*, 395 F.3d 1364, 1372 (Fed. Cir. 2005) (“A claim construction that gives meaning to all the terms of the claim is preferred over one that does not do so.”); *Advanced Commc’ns Design, Inc. v. Premier Retail Networks, Inc.*, 46 F. App’x 964, 980–81 (Fed. Cir. 2002). The court’s construction recognizes and accounts for the absence of this language in the present term.

8. The term “to create a bottom-layer isolating ground trace” is construed to mean “for the purpose of creating a bottom-layer isolating ground trace.”¹²
9. The term “identifying one or more groups of signals that need to be isolated due to noise” is construed to have its plain and ordinary meaning.¹³

D. The '554 Patent

1. The term “layer(s)” is construed to have its plain and ordinary meaning.¹⁴
2. The term “isolating ground trace” is construed to mean “shielding trace that can be grounded to achieve noise reduction.”¹⁵

¹² For the reasons discussed above, the court agrees with Renesas on the intent requirement issue and thus includes the “for the purpose of” language in its construction. The court, however, offers no additional definition at this time, as it has already separately construed the remaining terms within this phrase—“bottom-layer” and “isolating ground trace.”

¹³ When the parties raise an actual dispute regarding the proper scope of [claims asserted to be infringed], the court, not the jury, must resolve that dispute.” *O2 Micro Int'l.*, 521 F.3d at 1360; *see also Ethicon, Inc.*, 103 F.3d at 1568 (“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. It is not an obligatory exercise in redundancy.”). There no longer exists a genuine dispute regarding this term, as the parties agreed at oral argument that it should be given its plain and ordinary meaning. (D.I. 130 at 115.) The court agrees that the plain and ordinary meaning is proper and, in the absence of an actual dispute, offers no further construction of this term.

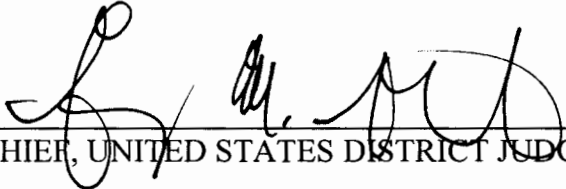
¹⁴ The court has already construed the term “layer” as it appears in the '167 Patent. For the reasons discussed above and because the court finds the '554 Patent prosecution history evidence offered by Invensas to be ambiguous, (D.I. 78 at 11–12), it also accords this term its plain and ordinary meaning.

¹⁵ The parties dispute whether the “isolating ground trace” must always be connected to ground. The court has already construed this term as it appears in the '167 Patent, and, for some of the same reasons discussed above, the court also adopts Invensas' proposed construction here. While the term “grounded isolation trace” does not appear in the '554 Patent to cause the interpretative problems it created for Renesas in the '167 Patent context, Figure 2 of the '554 Patent is nearly identical to Figure 2 of the '167 Patent. As explained above, the preferred embodiment taught in Figure 2 undermines Renesas' position while offering support for Invensas'.

The court's interpretation of this term as it appears in the '554 Patent is further supported by its conclusion that Renesas' construction would violate the doctrine of claim differentiation. Claim 1 of the '554 Patent provides: “A package substrate having noise control, comprising . . . at least one isolating ground trace on the first layer” '554 Patent at 4:16–25. Dependent Claim 2 then provides: “The package of claim 1 wherein the isolating ground trace is connected to a ground.” *Id.* at 4:26–27. Renesas proposed construction, which requires that the “isolating ground trace” of Claim 1 already be grounded, would render Claim 2 superfluous. *Phillips*, 415 F.3d at 1315

3. The term “to provide noise shielding” is construed to mean “in order to provide a shield that reduces electrical noise.”¹⁶
4. The term “to create a second-layer isolating ground trace” is construed to mean “for the purpose of creating a second-layer isolating ground trace.”¹⁷

Dated: July 15, 2013


CHIEF, UNITED STATES DISTRICT JUDGE

(“[T]he presence of a dependent claim that adds a particular limitation gives rise to a presumption that the limitation in question is not present in the independent claim.”).

¹⁶ For the reasons discussed above, the court agrees with Renesas on the intent requirement issue and thus includes its proposed “in order to” language. The court, however, rejects Renesas’ suggestion that “noise shielding” must involve protection against “cross talk.” While the specification does teach that “a local shield” can protect signals from cross talk, there is no indication that noise shielding necessarily involves such protection. ’554 Patent at 3:6–10. It is improper to “import limitations into claims from examples or embodiments appearing only in a patent’s written description, even when a specification describes very specific embodiments of the invention or even describes only a single embodiment, unless the specification makes clear that ‘the patentee . . . intends for the claims and the embodiments in the specification to be strictly coextensive.’” *JVW Enters., Inc. v. Interact Accessories, Inc.*, 424 F.3d 1324, 1335 (Fed. Cir. 2005) (quoting *Phillips*, 415 F.3d at 1323). As such, the court will not read this requirement into the claim language.

¹⁷ For the reasons discussed above, the court agrees with Renesas on the intent requirement issue and includes the “for the purpose of” language in its construction. The court, however, does not believe any additional clarification is necessary, given its above constructions of the terms “layer” and “isolating ground trace.”