

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

WINTHROP TACKLE, LLC,)	
<i>Plaintiff,</i>)	
)	
v.)	
)	3:21-CV-947 (OAW)
CARBON FISHING, LLC,)	
<i>Defendant.</i>)	
)	
)	

CLAIM CONSTRUCTION OF DISPUTED TERMS

Plaintiff is a Connecticut company that designs and manufactures sport-fishing equipment and parts. ECF No. 1 at 3. One of Plaintiff’s products is the “Terminator Adjusta-butt,” which is, in simple terms, a kind of handle, or butt, for fishing rods. *Id.* Usually, the butt of a fishing rod is in a fixed position, either straight or bent. *Id.* The Adjusta-Butt, however, was designed to be convertible such that it could be made straight or bent. *Id.* at 3–4.

Plaintiff¹ applied to patent the Adjusta-butt in February 2021, including 30 claims in its application. ECF No. 43-1. The examiner initially rejected all 30 claims and objected to all the drawings included in the application. *Id.* Plaintiff amended the application to address the deficiencies identified by the examiner and, in June 2021, was issued United States Patent No. 11,051,500 (the “500 Patent”) for its “Adjustable Butt and Reel Seat for a Fishing Rod.” ECF No. 1 at 4.

¹ Frederick Malcarne (who designed the Adjusta-butt for Plaintiff) is the applicant listed on the application, and the patentee listed on the patent. Thus, the court will use “Plaintiff” to refer to the patentee, as well.

Plaintiff alleges that Defendant has infringed upon the '500 Patent in producing its own adjustable butt.² The parties have submitted joint and independent claim construction briefs, see ECF Nos. 39, 42, and 43, which the court has reviewed along with all exhibits. The court held a hearing on the contested claims on November 16, 2022, and is thoroughly advised in the premises.

I. LEGAL STANDARD

It is a court's role to construe patent claims. *Markman v. Westview Instruments, Inc.*, 517 U.S. 370, 384 (1996). The meaning of a claim should be taken from the intrinsic evidence, that is, the patent itself, the specification, and the prosecution history (if in evidence). *Seoul Viosys Co. v. P3 Int'l Corp.*, No. 16CV06276AJNSN, 2017 WL 4011493, at *1–2 (S.D.N.Y. Sept. 11, 2017). Extrinsic evidence, including expert evidence, should be used only to resolve any ambiguities remaining after review of the intrinsic evidence. *Id.*; see also *Vitronics Corp. v. Conception, Inc.*, 90 F.3d 1576, 1583 (Fed. Cir. 1996).

In construing patent claims, courts give the words of a claim “their ordinary and customary meaning.” *Joao v. Sleepy Hollow Bank*, 348 F. Supp. 2d 120, 122 (S.D.N.Y. 2004). But, it is the “ordinary and customary meaning” that “the term would have to a person of ordinary skill in the art in question at the time of the invention” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1313 (Fed. Cir. 2005). Nevertheless, in some cases, even lay persons may understand what a person of ordinary skill in a particular art would understand from a particular term. *Id.* at 1314. And in those cases, reference to a

² Plaintiff also asserts unfair competition claims against Defendant which are irrelevant to this discussion.

general purpose dictionary may be instructive. *Id.* However, “a patentee may choose to be his own lexicographer and use terms in a manner other than their ordinary meaning, as long as the special definition of the term is clearly stated in the patent specification or file history.” *Vitronics Corp.*, 90 F.3d at 1582. The prosecution history also may clarify whether an inventor intends to give a term some special meaning. *Id.* at 1582.

Generally speaking, the specification is “the single best guide to the meaning of a disputed term.” *Phillips*, 415 F.3d at 1315. In fact, it is legal error to review a claim divorced from the specification. *Bell Commc’ns Rsch., Inc. v. Vitalink Commc’ns Corp.*, 55 F.3d 615, 621 (Fed. Cir. 1995). At the same time, courts “do not read limitations from the specification into claims” *Thorner v. Sony Computer Ent. Am. LLC*, 669 F.3d 1362, 1366 (Fed. Cir. 2012).

II. CLAIMS

There are two independent claims and six dependent claims at issue in this matter, each of which is reproduced below:³

Independent Claim 1

1. An adjustable fishing rod butt for use with a fishing reel and a rod blank, comprising:

a locking pin;

a first elongate member comprising an opening in a bottom surface thereof, wherein the opening in the bottom surface is defined by a continuous wall circumscribing the opening;

a second elongate member comprising an adjustable reel seat portion on an upper surface, and an arcuate shaped angle positioning arm externally extending

³ The court notes that the '500 Patent itself contains a few minor typographical errors (twice misspelling the word “arcuate”). '500 Patent col. 8 l. 30, 67 (filed Jul. 6, 2021). The parties ignore these errors in their briefs, and so the court will do the same.

away from the second elongate member and configured to slidably engage the opening in the bottom surface of the first elongate member, wherein the arcuate shaped angle positioning arm includes at least one opening configured to engage the locking pin to lock the first and second elongate members relative to one another in a linear-shape or curvilinear-shape, and wherein at least a portion of the arcuate shaped angle positioning arm extends into the opening in the bottom surface of the first elongate member; and

a hinge coupling the first elongate member to the second elongate member.

Dependent Claims 2-4

2. The adjustable fishing rod butt of claim 1, wherein the first and second elongate members comprise aluminum.

3. The adjustable fishing rod butt of claim 1, wherein the first and second elongate members are substantially cylindrical shaped.

4. The adjustable fishing rod butt of claim 1, wherein the first elongate member comprises a gimbal end distal to the hinge coupling the first elongate member to the second elongate member.

Independent Claim 6

6. An adjustable fishing rod butt for use with a fishing reel and a rod blank, comprising:

a locking pin;

a first elongate member comprising an opening in a bottom surface thereof, wherein the opening is defined by a continuous wall circumscribing the opening and the opening extends at least partly into the first elongate member;

a second elongate member comprising an adjustable reel seat portion on an upper surface, and an arcuate shaped angle positioning arm extending away from the second elongate member and configured to slidably engage the opening in the bottom surface of the first elongate member, wherein the arcuate shaped angle positioning arm includes at least one opening configured to engage the locking pin to lock the first and second elongate members relative to one another at an angle of 180° or less than 180°, wherein at least a portion of the arcuate shaped angle positioning arm extends into the opening in the bottom surface of the first elongate member; and

a hinge coupling the first elongate member to the second elongate member.

Dependent Claims 7–9

7. The adjustable fishing rod butt of claim 6, wherein the first and second elongate members comprise aluminum.
8. The adjustable fishing rod butt of claim 6, wherein the first elongate member comprises a gimbal end distal to the hinge coupling the first elongate member to the second elongate member.
9. The adjustable fishing rod butt of claim 6, wherein the angle less than 180° is within a range of about 130° to about 150°.

III. DISCUSSION

The parties have conferred among themselves and have agreed to the construction of three terms. ECF No. 39-1 at 20. At the hearing, the parties agreed to the construction of a fourth,⁴ leaving fifteen over which they disagree. The construction of the remaining terms will be more comprehensible if, before delving into the syntax of the claims themselves, the court briefly describes the Adjusta-butt. This description only serves to make the following discussion more comprehensible; nothing from the description below is part of the claim construction.

A. The Adjusta-Butt

The Adjusta-butt is comprised of two rods (“members” or “elongate members”) that fit into one another in a manner that allows them to hinge toward and away from each other. They can be set in several fixed positions: as one long stick, or bent toward one another. The bottom surface of each member is the surface that is closer to the other member when the members are in a bent position. There is a flat, curved protrusion (the “angle positioning arm”) between the two elongate members, near the

⁴ The parties agreed that the “hinge coupling the first elongate member to the second elongate member” referred to a simple hinging mechanism, but no specific type of hinging mechanism.

hinge-point.⁵ This angle positioning arm extends from the bottom surface of the “second elongate member” (near the hinge-point of the two members), and fits into a hole (the “opening”⁶) on the bottom surface of the “first elongate member.” The angle positioning arm has at least one hole punched through it, and when it is slid into the opening, a small pin⁷ fixes the elongate members at a certain angle to each other.

1. The Disputed Terms

- a. “Opening” (Claims 1 and 6)/ “wherein at least a portion of the arcuate shaped angle positioning arm extends into the opening in the bottom surface of the first elongate member” (Claims 1 and 6)/ “opening extends at least partly into the first elongate member” (Claim 6)***

These terms and phrases refer to the hole at the bottom of the first elongate member. The construction of these terms and phrases is relevant to the following section, and so the court will address these first. Plaintiff asserts that the “opening” is the aperture present only on the plane of the bottom surface of the first elongate member, which hole can be deeper than the surface, but need not be. Defendant asserts that the “opening” refers to the break in the surface of the first elongate member *and* whatever vacant space exists below that break in the surface, as noted in the figures appended to the patent application and specified with the number “70.”

The ordinary and customary meaning of the word “opening” leads the court to agree with Defendant’s construction of these terms. Plaintiff notes that the standard

⁵ If the two members (rods) in bent position were envisioned as the barrel (or the slide) and the grip of a pistol, then the angle positioning arm would be in the expected location of the pistol’s trigger guard.

⁶ The parties dispute the construction of this term.

⁷ There is dispute as to the exact parameters of the locking pin as well.

definition of the word “opening” from a general purpose dictionary is “an open place or part; hole; gap; aperture,” and asserts this is support for its proposition that the word here means “an aperture, void, or hole *in a surface*.” ECF No. 42 at 23 (emphasis added). But Plaintiff reads its own definition too narrowly; that definition does not indicate that an opening may only have two dimensions. Nor does the definition in conjunction with the claim language (“opening in the bottom surface”) necessitate Plaintiff’s narrow (and flat) reading of the term. The court finds that the better reading of “in the bottom surface” is that the phrase refers merely to the location of the opening, indicating that it is not on top of the member or the side of the member, but on the bottom. This is how Plaintiff uses references to the bottom surface generally in the ’500 Patent. The specification notes that an “alignment locking member” is secured *on the bottom surface* of the opening, and may even be seated “*within a recess in the bottom surface*,” thereby indicating that the phrase refers to a location, not a plane. ’500 Patent col. 6 l. 1 (filed Jul. 6, 2021).⁸ If the “bottom surface” referred only to the two dimensional space at the edge of the member, there could be no recess in it.

Further, it is unclear how the angle positioning arm would function if the “opening” did not include the vacant space within the bottom surface. Although Plaintiff points out that Claim 6 adds to the description of the opening that it “extends at least partly into the first elongate member,” which is absent from Claim 1, both Claims 1 and 6 state that the angle positioning arm is supposed to extend, at least partly, *into* the opening (and not simply *through* it). Even if the Adjusta-butt were hollow, the opening still would be as deep as the thickness of the material comprising that hollow member,

⁸ The ’500 Patent can be found on the docket at ECF No. 1-1.

but this limitation is not stated anywhere in the specification or in the claims, and the court cannot import limitations into the patent whole cloth. Further, having a “continuous wall circumscribing the opening” suggests that such wall surrounds the depth of the open space.⁹ A wall surrounding an opening necessarily gives it depth, otherwise Plaintiff would have described it as an opening or hole in a wall.

Furthermore, the specification shows that the '500 Patent contains no specific definition of opening, or if it does, that definition is Defendant's. The specification clearly states that the opening “extend[s] interiorly from [the] bottom surface” '500 Patent col. 5 l. 61 (filed Jul. 6, 2021). The specification goes on to state that “[i]n various embodiments, the opening may extend from the bottom surface to the top surface” *Id.* The “opening” therefore is not simply the vacant space in the plane of the bottom surface, but also the vacant space below the plane of the bottom surface and within the member itself. The word “opening” is used in this fashion with respect to another element, too: the locking pin. The specification notes that the shaft of the locking pin can be inserted in and out of an “opening” in the locking member such that the members can be held together by the angle positioning arm. The “opening” here clearly indicates all the vacant space within the locking member, since otherwise, if the opening were only the two-dimensional space at one end of the locking member, the shaft of the locking pin would go through the opening rather than engaging with it.

Finally, the prosecution history also supports Defendant's construction. In the initial rejection of the application, the examiner noted that the drawings failed to indicate that the opening on the bottom surface extends *through* the elongate member. ECF No.

⁹ This “continuous wall” language is discussed at page 9, *infra*.

43-1 at 2. While it is improper to rely on drawings to define claim terms, this comment from the examiner indicates that the examiner understood the term “opening” to refer to both the aperture on the plane of the bottom surface, and the vacant space below it.

Accordingly, the court adopts Defendant’s proposed construction of these terms.

b. “wherein the opening in the bottom surface is defined by a continuous wall circumscribing the opening” (Claims 1 and 6)/“continuous wall” (Claims 1 and 6)/“continuous wall circumscribing the opening” (Claims 1 and 6)

This language refers to the outer limit of the opening in the first elongate member. Plaintiff asserts that this language just refers to the outer boundary of the opening on the bottom surface itself (such as the lip or rim of a cup or glass), and not necessarily an *unbroken* plane circumscribing the hole. Defendant takes the position that this language refers to the interior of the hole inside the member; the “wall” is simply the unbroken edge of the material that comprises the elongate member, or the walls of the tunnel within the member. Thus, there are two points upon which the parties disagree: whether the wall refers to the matter forming the perimeter of the opening only on the plane of the bottom surface, and whether there can be other openings within this wall.

The court agrees with Defendant in both respects. The court already has concluded that the “opening” is not only a two-dimensional aperture in the plane of the bottom surface of the first elongate member, but a hole that extends into the first elongate member to some depth, however minute. Thus, the “*wall* circumscribing the *opening*” must be construed to refer to the matter defining the outer boundary of the

opening at all depths of the opening. In order to mean what Plaintiff suggests, the specification would have to state that the wall circumscribes the *mouth* of the opening, or something to that effect. Also, while the court should not rely upon the figures, the specification itself refers to the figures, stating “[a]s shown, the opening is defined by a continuous wall circumscribing the opening.” ’500 Patent col. 6 l. 5–7 (filed Jul. 6, 2021) (emphasis added). And what is shown is not the perimeter of the mouth of the opening, but a dotted line extending through the member itself. Thus, the specification, by incorporating the figures, supports Defendant’s construction on this point.

As to the other point of disagreement, the court construes the word “continuous” to have its normal meaning, that is, “unbroken.” The court is also persuaded by Defendant’s argument that the word “continuous” must be construed within the context of the prosecution history. When Plaintiff’s application was first rejected, the examiner questioned how the mechanism differed from that in another existing patent. That existing patent described a mechanism comprised of two members, one of which slides through an opening in the other. That other invention, though, used a pivoting mechanism to rotate the tongue of one member through a two-pronged opening in the other member. Its “opening” was not restricted on all sides, but was, by design, open at one end to receive the tongue. Plaintiff amended its application to clarify that, unlike the two-pronged opening in the existing patent, the opening in the Adjusta-butt was defined by a continuous wall. Thus, the language (which could not revise the substance of the Adjusta-butt, only the description thereof, see 37 C.F.R. § 1.121 (“No amendment may introduce new matter into the disclosure of an application.”)) was revised to indicate that the wall had no openings. To read “continuous” otherwise would be to read the revision

out of the prosecution history and make the '500 Patent too close to the already-extant patent the examiner cited.

Plaintiff's argument that the word "circumscribe" indicates that the wall merely establishes the outer boundary of the opening is unpersuasive. Plaintiff's own brief concedes that "circumscribe" can also mean "encircle" or "encompass." ECF No. 42 at 9. But Plaintiff fails to make a convincing argument as to why "to circumscribe" should instead be taken to mean only "to set the limits of." Reading the claim as a whole, the court concludes that an opening "defined by a *continuous* wall *circumscribing*" it indicates that the opening is enclosed on all sides at all depths by an unbroken wall.

Accordingly, the court adopts Defendant's proposed construction of these terms.

c. "Slidingly engage"/ "configured to slidingly engage the opening" (Claims 1 and 6)

These terms refer to the manner in which the angle positioning arm passes into and through the opening. Plaintiff asserts that the term means that the angle positioning arm passes through the opening, not necessarily touching any of the walls of the opening. Defendant asserts that the word "slide" connotes two objects moving against each other with constant friction, thus indicating that the angle positioning arm has contact with the opening.

Again, the court agrees with Defendant. Plaintiff acknowledges that there is little intrinsic evidence to support its position, but contends that the ordinary understanding of these phrases comports with its proposed construction. But the court disagrees. Had Plaintiff intended the claim to indicate that the angle positioning arm passed through the opening, it could have said just that. Instead, Plaintiff uses the word "slidingly," which

Plaintiff concedes derives from the verb “to slide.” ECF No. 42 at 10. And sliding, in ordinary conversation, generally connotes two objects moving past each other while in contact with one another. Indeed, Plaintiff appears to embrace this connotation in its description of the locking pin, which it describes as “slideably” engaging with openings in the angle positioning arm. It would be a poor locking mechanism if it did not fit so snugly within the opening so as to create friction upon insertion. And although Plaintiff points out that dictionaries define the word “slide” to denote a smooth motion, the court finds that smooth operation of a mechanism is distinct from contactless operation of a mechanism. Indeed, slides provide a smooth runway for whatever or whomever uses it (as with a slide at a playground, or into a swimming pool). Plaintiff even points out that Webster’s New World College Dictionary defines “sliding” as “operating or moving on a track or groove, as a door or panel.” This definition clearly conjures the image of two objects in smooth contact with one another (as socks across a freshly waxed floor, ballplayers in their low approach toward a base, outdated photograph projectors, or even microscope specimens), not two objects floating past one another in space.

Accordingly, the court adopts Defendant’s proposed construction of this term.

d. “locking pin” (Claims 1 and 6)

This phrase refers to the pin that goes through the angle positioning arm and locks the members into a fixed position relative to each other. Plaintiff asserts that the locking pin does not need to have any specific form, but only to be capable of fitting into the angle positioning arm such that the members remain in a fixed position. Defendant argues that the locking pin should be comprised of a head and a shaft and a channel running through the shaft that prevents the locking pin from being jostled out of position.

The court agrees with Plaintiff. The plain and ordinary meaning of a “pin” is simply a small, slender rod. Further, while the specification describes a pin with a head and shaft and a channel running its length as merely one embodiment of the locking pin, the specification also explicitly contemplates other embodiments of the invention. ’500 Patent col. 4 l. 37–40 (filed Jul. 6, 2021). Defendant points to one of the figures to suggest that the locking pin must include a channel, but as Plaintiff points out, another figure depicts a locking pin without one. ’500 Patent fig. 5 (filed Jul. 6, 2021).

The court also is persuaded by Plaintiff’s argument that the doctrine of claim differentiation supports its proposed construction. The doctrine of claim differentiation generally provides that differences between claims are significant, and that they suggest a limitation present in one claim but not another. *Phillips*, 415 F.3d at 1314–15. It is clear that Independent Claims 1 and 6 only state “a locking pin” as a limitation, while Dependent Claims 5 and 10 describe the locking pin with the additional details of the head and the shaft and the channel. From this, one may presume that a channeled pin may or may not be included within independent claims 1 and 6. And while the specification explains in detail how the channel operates in relation to the locking pin, this explanation does not indicate that Defendant’s is the better construction. To the contrary, while a specification may “set forth the best mode contemplated by the inventor of carrying out his invention,” 35 U.S.C. § 112, courts should not interpret this “best mode” as a limitation, but merely one embodiment of the element in question. *SRI Int’l v. Matsushita Elec. Corp. of Am.*, 775 F.2d 1107, 1122 (Fed. Cir. 1985). Defendant correctly points out that the presumption drawn from the claim differentiation doctrine is rebuttable, but then provides no rebuttal argument. Nor could there be any rebuttal;

were the court to adopt Defendant's construction, Dependent Claims 5 and 10 would be completely superfluous.

Accordingly, the court adopts Plaintiff's construction of this term.

e. "first elongate member" (Claims 1–4 and 6–8)/"second elongate member" (Claims 1–4 and 6–8)

These terms refer to the elongate members that comprise the Adjusta-butt. Plaintiff asserts that these terms refer to the members with their specific, distinct functionality, i.e., the first elongate member with its opening to receive the angle positioning arm, which is attached to the second elongate member. Defendant asserts that these terms have the customary meaning of a person with an ordinary understanding the art of fishing, which is to say, they are simply two rods.

The court agrees with Plaintiff's proposed construction of these terms. As Plaintiff points out, the first and second elongate members are described with an opening and an angle positioning arm (respectively) in each independent claim. In fact, throughout the '500 Patent, the members are consistently described as comprising the opening and the angle positioning arm, respectively. A fulsome reading of the entire patent makes clear that each reference to the elongate members necessarily includes the opening and the angle positioning arm.

Nor could the members be described differently; the specific elongate members *are* the invention. It is not clear to the court how the Adjusta-butt would be a patentable machine if the members were not as they are consistently described in the patent.

"[T]he interpretation to be given a term can only be determined and confirmed with a full understanding of what the inventors actually invented and intended to envelop with the

claim.” *Medrad, Inc. v. MRI Devices Corp.*, 401 F.3d 1313, 1319 (Fed. Cir. 2005) (quoting *Renishaw PLC v. Marposs Societa' per Azioni*, 158 F.3d 1243, 1250 (Fed.Cir.1998)). Accordingly, it is appropriate for courts to consider the function of an invention when construing claim language. *Id.* Here, the invention functions by locking in multiple positions, which function depends upon the first elongate member having an opening for the angle positioning arm of the second elongate member.

Accordingly, the court adopts Plaintiff's construction of these terms.

f. “aluminum” (Claims 2 and 7)

This term refers to the material out of which the Adjusta-butt is made. Plaintiff asserts that “aluminum” has an ordinary and customary meaning, which meaning includes any alloy predominately comprised of aluminum. Defendant asserts that the term means that the product must be made out of aluminum alone.

The court agrees with Plaintiff. Aluminum indisputably is an element, more specifically a metal,¹⁰ and on its own it clearly is not an alloy, since an alloy is a combination of metals. However, this apparently is not the ordinary and customary understanding of aluminum possessed by artisans skilled in the relevant art. Defendant's own inventor and fishing rod designer stated in a deposition that “aluminum is an alloy.” ECF No. 42 at 19. This indicates that within the field, references to “aluminum” actually are intended to refer to aluminum alloys.

This construction is further bolstered by the way “alloy” is used in the specification. When describing the material that may be used to construct the Adjusta-

¹⁰ See *American Chemical Society: Periodic Table of Elements*, available at https://www.acs.org/content/dam/acsorg/education/whatischemistry/periodic-table-of-elements/acs-periodic-table-poster_download.pdf (last visited Jan. 31, 2024); see also ECF No. 43 at 20 (noting the dictionary definition of “aluminum” is “a silver-white metallic chemical element with atomic number 13.”).

butt, the specification states that the invention is “formed of a high strength material, such as steel,” but allows that “a high strength but substantially lightweight material such as aluminum” is preferable. ECF No. 1-1 at 11. It then goes on to state that “[o]ther alloys can be employed.” *Id.* This indicates that both steel and aluminum are understood to be alloys, and, as Plaintiff notes, aluminum alone is not high-strength. The specification only makes sense if “aluminum” is understood to be an alloy.

Accordingly, the court adopts Plaintiff’s construction of this term.

g. “wherein the angle less than 180° is within a range of about 130° to about 150°” (Claim 9)/ “wherein the arcuate shaped angle positioning arm includes at least one opening configured to engage the locking pin to lock the first and second elongate members relative to one another” (Claims 1 and 6)¹¹

This term refers to the mechanism by which the first and second elongate members are locked into a fixed angle to each other. However, the disagreement between the parties’ positions with respect to the construction of this term is unclear. Plaintiff construes the phrase to mean that the hole(s) in the angle positioning arm, into which the locking pin is inserted, fixes the members into a specific angle (of which there may be one or several) relative to one another. Defendant’s proposed construction appears to agree, though more specifically stating that the fixed angles into which the

¹¹ Claims 1 and 6 read slightly differently; Claim 1 defines the invention to have members locked relative to one another “in a linear-shape or curvilinear shape,” while Claim 6 says the members are locked relative to one another “at an angle of 180° or less than 180°.” These differences are not the point in dispute, however, and so the court produces the disputed phrase only once, though it is relevant to two disputed terms.

members are locked are determined by the holes of the angle positioning arm. The court cannot discern any actual disagreement in these constructions. Defendant's construction merely appears to explain Plaintiff's construction.

Accordingly, the court adopts Plaintiff's construction of these terms.

h. "adjustable" (preamble)

This term refers to what it means when the patent describes the Adjusta-butt as "adjustable." Plaintiff asserts that this term need not be construed at all, as it only appears in the preamble, and the preamble generally does not serve to limit the claims. And even if the term does need construction, Plaintiff asserts that it has an ordinary, customary meaning. Defendant asserts that the term means that the product can be moved from one fixed position to a second fixed position.

The court agrees with Plaintiff that the term does not require construction. There is no bright-line rule for whether preamble language is limiting. *Bicon, Inc. v. Straumann Co.*, 441 F.3d 945, 952 (Fed. Cir. 2006). Whether to treat a preamble as limiting a claim is a fact-specific inquiry requiring review of the entire patent. *Catalina Mktg. Int'l, Inc. v. Coolsavings.com, Inc.*, 289 F.3d 801, 808 (Fed. Cir. 2002). Generally speaking, though, preamble language is not limiting where an invention is defined completely in the body of the claim and the preamble only states a "purpose or intended use for the invention." *Rowe v. Dror*, 112 F.3d 473, 478 (Fed.Cir.1997). However, a preamble may be limiting, where it "recites [an] essential structure that is important to the invention or necessary to give meaning to the claim." *Bicon*, 441 F.3d at 952.

Here, the word "adjustable" does not describe any structure, much less an essential one, nor is it necessary to give meaning to the claim. To the contrary, the

word can mean many different things, but it is the claims themselves that describe the actual invention and the specific ways in which the invention may be adjusted. If the word were deleted from the preamble, the patent would still have exactly the same information and validity as it does now.

And even if the word were limiting, Defendant's construction is too narrow. As explained in the previous section, the angle of the butt is determined in part by which hole receives the locking pin, of which, per the explicit language of the claims, there may be more than one. The obvious conclusion of these two limitations is that where the angle positioning arm has more than two holes, the butt can be locked into more than two angles. Thus, even if construction of this term is necessary, the court would adopt Plaintiff's proposed construction.

IV. CONCLUSION

For the reasons stated above, the court construes the disputed terms as follows:

1. In Claims 1 and 6, "opening"; "wherein at least a portion of the arcuate shaped angle positioning arm extends into the opening in the bottom surface of the first elongate member"; and "opening extends at least partly into the first elongate member" means the feature marked by the number "70" in the drawings accompanying the patent, and as such includes the aperture in the bottom surface of the first elongate member and any hole beneath the aperture. At least a portion of the angle positioning arm extends into this opening.

2. In Claims 1 and 6, “wherein the opening in the bottom surface is defined by a continuous wall circumscribing the opening”; “continuous wall”; and “continuous wall circumscribing the opening” mean the internal sides of the opening (as construed above) through the first elongate member, restricting the opening therethrough on all sides.
3. In Claims 1 and 6, “slidingly engage” and “configured to slidingly engage the opening” means that two surfaces (the angle positioning arm and the opening) move in constant frictional engagement with one another.
4. In Claims 1 and 6, “locking pin” means a slender elongated pin that fixes the relative position of two members.
5. In Claims 1–4 and 6–8, “first elongate member” means an elongate member comprising an opening in a bottom surface thereof, and “second elongate member” means an elongate member comprising an adjustable reel seat portion on an upper surface, and an arcuate shaped angle positioning arm.
6. In Claims 2 and 7, “aluminum” means an aluminum alloy where aluminum is the predominant metal.
7. In Claims 1, 6, and 9, “wherein the angle less than 180° is within a range of about 130° to about 150°” and “wherein the arcuate shaped angle positioning arm includes at least one opening configured to engage the locking pin to lock the first and second elongate members relative to one another at an angle of 180° or less than 180°” means that the Adjusta-butt

may be fixed into one of several angles using the locking pin placed into a hole in the angle positioning arm.

8. In the preamble, “adjustable” needs no construction.

IT IS SO ORDERED at Hartford, Connecticut, this 31st day of January, 2024.

/s/

OMAR A. WILLIAMS
UNITED STATES DISTRICT JUDGE