

A. Claim Language

“Universal” use in preamble to describe “spacer” found to be limiting where the preamble also describes the “spacer” as including a “cage” and “[t]he claim’s limitations, in describing “the intervertebral cage” and “the” first and second integral screw guides, depend on the preamble for antecedent basis—those terms are first introduced in the preamble.” Moskowitz Family LLC v. Globus Med., Inc., 2024-1696, 9/11/26.

“In the few places that the specification mentions size, the language is permissive.” “This language is insufficient to support lexicography or disavowal.” NCS Multistage Inc. v. Nine Energy Serv., Inc., 2025-1000, 9/14/26.

“Whether the non-function term (here, “executable program code”) identifies sufficient structure has two aspects that are of particular importance for the present case. First: We have often asked whether the non-function term would be understood by relevant artisans to name something identified by structural (not just functional) properties at all (a necessary predicate to being a structure that suffices for the claimed function(s)).” “Second: Not just extra-patent usage in the field on its own, but, consistent with the importance of context to claim construction generally, the claim language may suffice to make clear whether certain claim words name sufficient structure in the understanding of the relevant artisan.” TrackTime, LLC v. Amazon.com Services LLC, 2024-1102, 7/2/26.

“It is true, as the district court said, that a “definition of ‘executable program’” to mean a “‘program that is ready to run on a given computer’ . . . gives no indication that ‘executable program code’ is a specific code with definite structure.” It is also true that even if the “executable program code” limitations refer to “logic,” the term “logic” “[b]y itself” is similarly unstructured and generic.” TrackTime, LLC v. Amazon.com Services LLC, 2024-1102, 7/2/26.

“One way to establish that condition is to show that the phrase “refers only to a general category of whatever may perform specified functions,” as when the relevant non-function term in the phrase is as devoid of specificity of structure as the word “means” (hence is, in that way, a “nonce” term)—as can be true of, e.g., “module,” “mechanism,” “element,” or “device” if viewed in isolation.” TrackTime, LLC v. Amazon.com Services LLC, 2024-1102, 7/2/26 (citations omitted).

“We do not find this argument persuasive. By its plain terms, the relevant claim language contains two separate requirements . . . The Ridge plaintiffs’ proposed interpretation reads the first requirement out of the claims.” Ridge Corp. v. Kirk National Lease Co., 2025-1254, 7/13/26.

“[Patentee] fails to appreciate and give meaning to other relevant claim terms—namely, that the claimed “unit dosage” must be “administer[ed] daily” to a human “patient.” Each of those terms should be afforded meaning.” Wyeth LLC v. Astrazeneca Pharms. LP, 2024-2325, 7/9/26 (citation omitted).

“[T]he prosecution history statements, like the specification and claim language, are consistent with a definition of “internal diameter” that includes only a measured diameter.

Because the intrinsic record was not clear that “internal diameter” should carry different meanings in different portions of the claims of the ’445 patent, the district court erred by holding that the term “can refer to both an inner surface and a measured diameter.”” NCS Multistage Inc. v. Nine Energy Serv., Inc., 2025-1000, 9/14/26.

“On appeal, the Ridge plaintiffs attempt to bring the accused door within the scope of claim 1 by pointing to the language of unasserted dependent claim 9, which adds to the insulated overhead door of claim 1 [the element of the accused product]. According to the Ridge plaintiffs, [the element of the accused product] falls within the scope of claim 1 because dependent claim 9 recites [that element]. “[H]owever, “the language of a dependent claim cannot change the scope of an independent claim whose meaning is clear on its face.” We have no warrant, at this juncture, to address whether unasserted dependent claim 9 is invalid.” Ridge Corp. v. Kirk National Lease Co., 2025-1254, 7/13/26 (citing *Multilayer Stretch Cling Film Holdings, Inc. v. Berry Plastics Corp.*, 831 F.3d 1350, 1360 (Fed. Cir. 2016)) (additional citation omitted).

“Because the dependent claims include administration of those compounds in salt form, the references to “dextromethorphan” and “quinidine” in the independent claim from which those claims depend must also be understood to include the salt forms of the two compounds.” Otsuka Am. Pharm., Inc. v. Hetero Labs Ltd., 2025-2016, 7/1/26.

“That outcome would be contrary to the basic principle that a dependent claim may not be broader than the claim from which it depends.” Otsuka Am. Pharm., Inc. v. Hetero Labs Ltd., 2025-2016, 7/1/26.

B. Written Description

Construction based on term’s use in definition of another term. “Here, the written description explicitly defines “cover” thickness in relation to the “backplate.”” Socket Sols., LLC v. Imp. Glob., LLC, 2025-1121, 8/4/26.

Written description “specifically defines the active ingredients as including not only the free base forms of dextromethorphan and quinidine, but also their salt forms” when it “state[s], with respect to all 16 embodiments, that “the quinidine includes quinidine sulfate and the dextromethorphan includes dextromethorphan hydrobromide.”” Otsuka Am. Pharm., Inc. v. Hetero Labs Ltd., 2025-2016, 7/1/26.

“In discussing a series of clinical studies conducted to test the performance of the claimed formulations, the specification uses the terms “dextromethorphan” and “quinidine” to refer to both the free base and the salt forms of those compounds, and frequently as a shorthand for the respective salt forms of the compounds.” Otsuka Am. Pharm., Inc. v. Hetero Labs Ltd., 2025-2016, 7/1/26.

“Together, these disclosures support the interpretation that the claimed “unit dosage” contemplates a dosage regimen tailored for practical administration to a human patient, not merely any concentration capable of producing anti-cancer effects in vitro.” Wyeth LLC v. Astrazeneca Pharms. LP, 2024-2325, 7/9/26.

C. Extrinsic Evidence

“The use of the terms “dextromethorphan” and “quinidine” in the European label as a shorthand for the active moiety in the administered drugs does not speak to the proper construction of the terms “dextromethorphan” and “quinidine” in the ’282 patent.” Otsuka Am. Pharm., Inc. v. Hetero Labs Ltd., 2025-2016, 7/1/26.

“It is highly improbable that Avanir would have drafted or amended the ’282 patent claims in a manner that would exclude the very product that the patent was intended to protect.” Otsuka Am. Pharm., Inc. v. Hetero Labs Ltd., 2025-2016, 7/1/26.

Problem with expert’s “construction is that it requires that the [disputed] terms [] be understood to refer to [construction], a conclusion that is inconsistent with much of the specification and pertinent portions of the prosecution history, as discussed above. [The expert]’s report thus constitutes extrinsic evidence that is at odds with the intrinsic evidence in this case; as such, we give greater weight to the intrinsic evidence.” Otsuka Am. Pharm., Inc. v. Hetero Labs Ltd., 2025-2016, 7/1/26.

D. Timing of Construction and Parties’ Positions

“the court simply reinforced its prior construction of the claims, explaining that they require the administration of a unit dosage “calculated to produce the desired therapeutic effect” in a patient. That the court, in part, framed the bounds of this limitation in terms of “toxicity” concerns simply reflects a recognition that the requirement of “administering daily to the patient” must have some operative meaning, i.e., a repeatable dosing regimen in human patients.” “The district court’s “elaboration” on its construction of “unit dosage” post-verdict was permissible to “clarif[y] what was inherent in the construction.”” Wyeth LLC v. Astrazeneca Pharms. LP, 2024-2325, 7/9/26.

E. Limited, Technical, and Ordinary Meaning Constructions

Reversing construction with which district court “did not define the scope of the ’445 patent but instead hinted to the jury how to resolve the factual question.” NCS Multistage Inc. v. Nine Energy Serv., Inc., 2025-1000, 9/14/26.