

**IN THE IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

|                              |   |                          |
|------------------------------|---|--------------------------|
| BLOCK FINANCIAL CORPORATION, | ) |                          |
|                              | ) |                          |
| Plaintiff,                   | ) |                          |
|                              | ) |                          |
| v.                           | ) | Case No. 02-0095-CV-W-DW |
|                              | ) |                          |
| YODLEE, INC.,                | ) |                          |
|                              | ) |                          |
| Defendant.                   | ) |                          |

**ORDER**

The parties in this patent case appeared before the Court for a Markman hearing on December 3, 2002. See Markman v. Westview Inst., Inc., 517 U.S. 370 (1996). After considering the parties’ oral arguments as well as their extensive briefs, the Court orders that the claims involved shall be constructed as follows.

**I. Background**

The Plaintiff Block Financial Corporation (“Block”) alleges that Defendant Yodlee, Inc., (“Yodlee”) is infringing upon U.S. Patent No. 5,706,442 (“442 patent”) and U.S. Patent No. 6,131,115 (“115 patent”). The invention involved here is a client/server system architecture for delivering financial services to customers of various financial institutions. The preferred embodiment of the ‘442 patent incorporated an object request broker, -or ORB, which acts as a connector to allow clients and servers to communicate through this common boundary. As a result, the parties’ arguments center on whether the claims should be narrowly construed to cover only ORB-based embodiments of the invention. Block argues that although the preferred embodiment

employs an ORB-based system, this is not the only possible embodiment of the invention. Yodlee suggests, however, that the use of ORBs is indeed critical to the invention.

## II. Legal Standards

Although there are several parts of a patent, the claims of a patent “particularly point out and distinctly claim the subject matter which the applicant regards as his invention.” Markman, 517 U.S. at 373. “Claim construction” is the judicial statement of what is and is not covered by the technical terms and other words of the claims. In performing this function, claims are to be construed from the vantage point of a person of ordinary skill in the art at the time of the invention. Vitronics Corp. v. Conceptoronic, Inc., 90 F.3d 1576, 1582 (Fed. Cir. 1996).

When construing a patent claim, deference must be given to intrinsic evidence, including (1) the language of the claim; (2) the specification contained in the patent; and (3) the prosecution history. Id. at 1582. Unless the intrinsic evidence is “genuinely ambiguous,” a court should not rely on extrinsic evidence, such as expert and inventor testimony, in construing claims. Robotic Vision Sys., Inc. v. View Eng'g, Inc., 189 F.3d 1370, 1375 (Fed. Cir. 1999).

“Even within the intrinsic evidence, however, there is a hierarchy of analytical tools. The actual words of the claim are the controlling focus.” Digital Biometrics, Inc. v. Identix, Inc., 149 F.3d 1335, 1344 (Fed. Cir. 1998). “[T]he claims of the patent, not its specifications, measure the invention.” Smith v. Snow, 294 U.S. 1, 11 (1935). If the claim is unambiguous and clear on its face, the Court need not consider the other intrinsic evidence. Renishaw PLC v. Marposs Societa per Azioni, 158 F.3d 1243, 1248-49 (Fed. Cir. 1998). The language of the claims is given their ordinary meaning. Indeed, the claims “bear a heavy presumption that they mean what they say and have the ordinary meaning that would be attributed to those words by persons skilled in the relevant art.” SCS Fitness, Inc. v. Brunswick Corp., 288 F.3d 1359, 1366 (Fed. Cir. 2002).

Assessing the ordinary meaning of a claim term is often determined by referring to its dictionary definition. See, e.g., National Recovery Techs., Inc. v. Magnetic Separation Sys., Inc., 166 F.3d 1190, 1195 (Fed. Cir. 1999); Texas Digital Sys. v. Telegenix, 308 F.3d 1193, 1204 (Fed. Cir. 2002) (finding dictionaries may be the most meaningful information to aiding judges in the claim construction process). Where a claim term has multiple dictionary definitions, some having no relation to the claimed invention, the intrinsic record must always be consulted to identify which of the different possible dictionary meanings of the claim terms in issue is most consistent with the use of the words by the inventor. Dow Chem. Co. v. Sumitomo Chem. Co., 257 F.3d 1364, 1372-73, (Fed. Cir. 2001). However, if more than one dictionary definition is consistent with the use of the words in the intrinsic record, the claim terms may be broadly construed to encompass all such consistent meanings. Rexnord Corp. v. Laitram Corp., 274 F.3d 1336, 1343 (Fed. Cir. 1999).

In some instances the definition of a claim term is defined by the patentee. "[A] common meaning, such as one expressed in a relevant dictionary, that flies in the face of the patent disclosure is undeserving of fealty." Renishaw PLC, 158 F.3d at 1250; Desper Prods., Inc. v. Osound Labs, Inc., 157 F.3d 1325, 1336-37 (Fed. Cir. 1998) (rejecting the common meaning of "prior to" as inconsistent with the specification and prosecution history). Accordingly, it is proper and often necessary to review the intrinsic evidence to determine whether the patentee has used the claim term in a manner inconsistent with the ordinary meaning or if the patentee, acting as his or her own lexicographer, has clearly set forth an explicit definition of the term different from its ordinary meaning. Texas Digital, 308 F.3d at 1204. However, if the intrinsic evidence is consistent with the dictionary definition, and if there is nothing in the record to suggest that a claim term has a meaning other than what its dictionary definition would suggest,

the dictionary definition will control. Id.

Claims must be read in light of the specification, but limitations from the specification should not be read into the claims. Comark Communs. v. Harris Corp., 156 F.3d 1182, 1186 (Fed. Cir. 1998). It is also improper to construe claims solely in view of the preferred embodiment. Texas Instruments, Inc. v. United States Int'l Trade Comm'n, 805 F.2d 1558, 1563 (Fed. Cir. 1986). "That a specification describes only one embodiment does not require that each claim be limited to that one embodiment." SRI Int'l, Inc. v. Matsushita Elec. Corp., 775 F.2d 1107, 1121 n.14 (Fed. Cir. 1985) (en banc). "The general rule, of course, is that the claims of a patent are not limited to the preferred embodiment, unless by their own language." Karlin Tech., Inc. v. Surgical Dynamics, Inc., 177 F.3d 968, 973 (Fed. Cir. 1999). If an invention is disclosed in the written description in only one exemplary form, the risk of starting with preferred embodiment is that the single form or embodiment so disclosed will be read to require that the claim terms be limited to that single form or embodiment. Texas Digital Sys., 308 F.3d at 1204 (citing Teleflex, Inc. v. Ficosa N. Am. Corp., 299 F.3d at 1328, 63 USPQ2d at 1383).

The final source of intrinsic evidence is a patent's prosecution history. A patent's prosecution history may contain express representations as to claim meanings or may contain limitations to the scope of the claims. Vitronics Corp. v. Conceptronic, Inc., 90 F.3d 1576, 1582 (Fed. Cir. 1996). In order to find that the prosecution history limits claim scope, the statements of the applicant during prosecution must evidence a clear disavowal of claim scope using words of manifest exclusion. Texas Digital, 308 F.3d at 1210. Absent a clear disavowal of claim scope the ordinary meaning of the terms controls the definitions.

A patentee is not entitled to claim the same invention more than once. Accordingly,

claims of issued patents are presumed to refer to separate and distinct inventions. The doctrine of claim differentiation states that there is a presumption that each claim in a patent has a different scope. Comark Communs. v. Harris Corp., 156 F.3d 1182, 1187 (Fed. Cir. 1998). Indeed, the Federal Circuit recently “made clear that when a patent claim ‘does not contain a certain limitation and another claim does, that limitation cannot be read into the former claim in determining either validity or infringement.’” Amgen, Inc. v. Hoechst Marion Roussel, Inc., 2003 U.S. App. LEXIS 118, \*23 (Fed. Cir. 2003) (citing SRI Int’l, 775 F.2d at 1122, 227 USPQ at 586).

### **III. General Discussion**

The Court will first address the major point of contention between the parties’ interpretation of the patent claims. Yodlee contends that object-oriented programming techniques and the use of an ORB are critical to the inventions described within the ‘115 and ‘442 patents. In support of this position, Yodlee offered testimony of an expert witness, Clive Boustred, who indicated that one skilled in the art, reading these patents in 1995, would have assumed that the patents describe ORB based architecture within an environment of object-oriented programming. In contrast, Block argues that the architecture is based upon client/server architecture which does not necessarily require an ORB layer. In support of its position, Block points out that ORBs are not mentioned in the Summary of the Invention portion or claims of either patent. In addition, Block offered the expert testimony of Dr. John T. Korb, who indicated that one skilled in the art would not necessarily view the patented system as requiring an ORB and that ORBs were not required to create the invention described by the claims. Furthermore, Block points out that only claims 4 of the ‘442 and 13 of the ‘115 patents specifically refer to objects.

The Court has reviewed all of the claims in both patents and finds that the architecture described in the specifications and claims is a client/server architecture. The Court notes that ORB architecture is a subset of client/server architecture and that the inventive system could be implemented without an ORB layer. With the exception of claim 13 of the '115 patent and claim 4 of the '442 patent, the claims reference clients and servers, not objects.<sup>1</sup> Therefore, the Court will not read the requirement of an Object Request Broker into the claims because the claims do not specifically reference an ORB.

Moreover, the Court finds that Yodlee's proposed definitions seek to impose specific technical details of the preferred embodiment into the claims. Yodlee improperly attempts to limit the claims of the patents-at-issue to ORBs, objects, binary synchronous procedure calls, and binary interfaces. As discussed, these technical details are merely one exemplary way of implementing the inventive distributed financial system of the patents-at-issue. Furthermore, the intrinsic evidence does not support Yodlee's proposed definitions: 1) neither Summary of the Invention section found in each patent mentions ORBs, objects, binary synchronous procedure calls, or binary interfaces; 2) the independent claims of the patents-at-issue do not recite limitations to ORBs, objects<sup>2</sup>, binary synchronous procedure calls, or binary interfaces; and 3) the prosecution histories of the patents-at-issue do not contain any disavowal of coverage of non-ORB

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<sup>1</sup> The patentee elected to insert a specific object claim into the '115 patent. This claim was accepted by the examiner and is presumed valid. This is a clear example of claim differentiation. The limitation to objects within claim 13 of the '115 patents should not be read into the other claims and this Court refuses the invitation to do so. Amgen, Inc., 2003 U.S. App. at LEXIS 118, \*23.

<sup>2</sup> Independent claim 13 of the '115 patent does claim "objects" but this reinforces Block's argument that "objects" should not be read into the other independent claims which do not recite limitations to "objects."

systems, nonobject systems, or non-binary systems. Accordingly, all of the intrinsic evidence indicates that Block did not intend to limit the invention to the specific technical details of the preferred embodiment. Yodlee has not rebutted the presumption of applying the ordinary meanings of the claim terms, and therefore Block's definitions, which are most consonant with the intrinsic evidence, the case precedent, and with the invention claimed in the patents-at-issue shall be adopted.

#### **IV. Definition of Disputed Claim Terms**

Block has asserted that it is asserting all of the Claims of the '442 patent and Claims 1, 2, 5, 8, 9, 11, 12 and 13 of the '115 patent against Yodlee.

##### **A. Client**

Block proposes the following definition of client:

A process that requests resources (e.g., information or services) from a server process.

In support of its definition Block cites to dictionary definitions and references in the prosecution history wherein client is defined. "[A] computer that receives services from another computer, or . . . a process that receives services from another process." Amendment to application dated May 14, 1997, '442 file history, p. 6.

Yodlee proposes the following definition of client:

The end-user's presentation tool or user interface, such as a Web Browser or Windows Application.

In support of its definition Yodlee agrees that in a general sense "client" is "any process or software application that requests the services of a server application."

After reviewing the claims and specification of the '442 patent, the Court finds that the

term “client” refers to end-user presentation tools such as Web Browsers and also to other processes that request services from servers. In addition, "client" can refer to a combination of processes such as a Web Browser working in concert with another process such as a Web Server to request services from a server. Yodlee’s proposed definition of the term "client" as only an “end- user’s presentation tool” is inconsistent with the all of the uses of the term “client” in the written description and claims of the patents-at-issue and is at odds with the explicit definition of “client” stated in the ‘442 file history.

In consideration of the framework of claim construction and with specific reference to the fact that “client” was specifically defined within the file history of the ‘442 patent, the Court adopts Block’s definition of client. Mycogen v. Agrigenetics, Inc., 243 F.3d 1316, 1327 (Fed. Cir. 2001). Therefore, a **client** is:

**A process that requests resources (e.g., information or services) from a server process.**

#### **B. Server**

Block proposes the following definition of server:

**A process running on a computer that provides resources (e.g., information or services) to a requesting client process.**

In support of its definition Block cites to dictionary definitions and references in the prosecution history wherein client is defined as “a computer or process that supplies the services [to a client].” Amendment dated May 14, 1997, ‘442 patent, p. 6.

Yodlee did not propose a definition of server apart from the definition of certain types of servers such as financial information servers and name servers.

The Court adopts Block’s definition of server because that term was specifically defined

during prosecution of the '442 patent. Therefore, **server** is defined as:

**A process running on a computer that provides resources (e.g., information or services) to a requesting client process.**

### **C. Name/Identification**

Block proposes the following definition of name/identification:

A string of letters, digits, and/or special symbols that are used to identify an entity.

In support of its proposed definition Block argues that the ordinary meaning of the word "name" constitutes a distinctive designation of a person or thing. Block cites to The Merriam Webster dictionary that defines "name" as a word or phrase that constitutes the distinctive designation of a person or thing." Block argues that a review of the intrinsic evidence indicates that name/identification is used in the patents-at-issue in a manner consistent with the ordinary meaning.

Yodlee proposes the following definition of name/identification:

A string of characters used to identify a financial object or financial object server.

Yodlee's definition differs from Block's proposed definition in two respects. First, Yodlee's definition is limited to characters. The parties appear to agree generally that a name is used to identify something, however Yodlee wants to limit "names" to identifiers for only financial objects or financial object servers.

There is no support in the file histories of the patents-in-suit supporting the limitation of name/identification to only characters. Accordingly, the Court will not limit names to strings of characters. With respect to what the name is identifying, the Court finds no support to limit the objects, names and identifications to financial objects or financial

object servers.

Yodlee also argues that because the preferred embodiment is based upon object-oriented programming principals, those elements being identified must inherently refer to objects. That construction, however, ignores the basic tenant of claim construction wherein words are first given their ordinary meaning. Furthermore, restricting the definition to that which is described in the preferred embodiment is clearly proscribed by precedent. Accordingly, the Court will not read a requirement of object-oriented programming into all of the claims.

For the foregoing reasons, the Court adopts Block's definition of name/identification.

Accordingly, **name/identification** is:

**A string of letters, digits, and/or special symbols that are used to identify an entity.**

#### **D. Name/Identification Server**

Block proposes the following definition for name/identification server:

A process that, given the name of a server or service, returns information for locating the requested service and/or for locating the Interface (operations or attributes) associated with the requested service.

Block argues that the definition of name server must be based upon a review of the intrinsic evidence, i.e., how the term "name server" is used in the disclosure and claims of patents-in-suit.

Yodlee proposes the following definition for name/identification server.

A software application that, when given the name of an object, provides the location, operations, and attributes of the object. The Domain Name Server (DNS) is not a "name server" within this definition.

Block's definition and Yodlee's definition agree on the point that name or identification servers return information about the location of something. Yodlee, however, argues that

object-oriented programming and ORB architectures dictate that name servers must return not only location information but also must return the operations and attributes of an object. Yodlee argues that operations and attributes are necessary to establish communication with the object.

The Court does not find that the claim language regarding name or identification servers is ambiguous. Rather, the elements of the claims specifically point out the functions of the name or identification servers and the nature of the information those name or identification servers return. Moreover, the Court finds no inconsistency between the specifications of the '442 and '115 patents and the claim language relating to name server.

Furthermore, the prosecution histories of the patents-at-issue do not support Yodlee's proposed definition. In responding to the Examiner's rejection of the '442 application, the applicant stated that the "name server then determines the location of the desired service... ." In the Notice of Allowability of the '442 patent, the Examiner acknowledged that domain name servers (DNS) were well known in the art but emphasized that "[t]he claimed specific plural components so named and for their specific functions and desired results are not seen in the prior art." Thus, the '442 patent was granted after the Examiner distinguished the name and identification server from a domain name server (DNS) based upon the way the patentee defined name server in the claims and specification. Yet, the prosecution history does not contain an express representation that a name server returns locations, operations, and attributes. Having reviewed the claims discussing name and identification servers above as well as the prosecution history and notice of allowability for the '442 patent, the Court does not agree that a name or identification server must return the location, operations and attributes of a named object as Yodlee argues. The Court therefore accepts Block's proposed definition. Accordingly, the Court finds that a **name/identification server** is:

**A process that, given the name of a server or service, returns information for locating the requested service and/or for locating the Interface (operations or attributes) associated with the requested service.**

#### **E. Financial Information Server**

Block proposes the following definition for financial information server:

A process running on a computer that provides financial services to a requesting client process.

Block argues that the term “server” was specifically defined during the prosecution of the ‘442 patent. During the prosecution of this patent, the patentee defined a server as “a computer or process that supplies the services [to a client].” Block argues that its definition of financial information server adheres to this explicit definition in the file history.

Yodlee proposes the following definition for financial information server:

A software application that manages a set of financial objects for use by clients on a network.

In support of its definition, Yodlee relies upon a statement in the description of the preferred embodiment wherein the patentee indicated that its system had “Financial Object Servers.” Yodlee further argues that documentation relating to CORBA architecture in 1995 discusses servers that manage a set of objects.

Upon review of the claims, the Court does not find the use of the terms “financial information servers” ambiguous. The intrinsic evidence is consistent with the explicit definition of “server” stated in the prosecution history, and the Court does not find support in the claims for Yodlee’s proposed definition that financial information servers manage objects. Because the Court has now adopted the definition of “server” as “a process running on a computer that provides resources (e.g., information or services) to a requesting client process,” it follows logically that a

financial information server is a server that provides financial information services to requesting clients. Accordingly, the Court will adopt the definition of financial information server proposed by Block. Therefore a **financial information server** is:

**A process running on a computer that provides financial services to a requesting client process.**

#### **F. Interface**

Block proposes the following definition of interface:

The set of operations and attributes a client uses to access distributed resources or services.

In support of its proposed definition, Block argues that the word interface is used in two different contexts within the patents-in-suit. Block explains that one use of the word "interface" is as a set of guidelines that define how to interact with a server or object. The other use of "interface" is as a common boundary between two components (i.e., the communication session between the client and server). Block also offers a dictionary definition from The Computer User High-Tech Dictionary which defines interface as “[1] a shared boundary where two or more systems meet; or [2] the means by which communication is achieved at this boundary.” Block's proposed definition is consistent with the second dictionary definition.

Yodlee proposes the following definition of "interface":

A binary piece of software code that specifies the operations and attributes of an object and which is used by a client to access that object.

Yodlee argues that in the world of object-oriented programming, an interface is a common boundary through which software components interact and communicate. Yodlee contends that “[i]t is this object-oriented context that the term “interface” is used in the patents.” Yodlee further argues that the interface must be binary because ORB based systems use binary interfaces.

Yodlee directs this Court to the description of the preferred embodiment wherein the patentees pointed out that the interface in the preferred embodiment was binary but did not offer a dictionary definition.

The Court finds that the patentee defined the claimed interface explicitly in the written descriptions of the patents-at-issue as the set of “operations and attributes” of the requested service. “Clients in a Conductor system have an object-oriented Application Programming Interface (API) to the distributed resources or services using a class- like construct called an 'Interface' which groups operations and attributes.” ‘442 patent, col. 3, ll. 47-51. Yodlee’s reference to objects is unavailing because the Court is not going to restrict the definitions to an object-oriented paradigm. In accordance with the framework of claim construction set forth by the Federal Circuit, Block has submitted an ordinary dictionary definition for “interface.” Yodlee relies on the description of the preferred embodiment. The Court refuses to limit the definition to that which is described in the preferred embodiment. Accordingly, the Court accepts Block’s definition of "interface."

Therefore, the claimed **interface** defined as:

**The set of operations and attributes a client uses to access distributed resources or services.**

#### **G. Communication Link**

Block proposes the following definition for communication link:

An information flow between a client and server for conveying information.

Block argues that its definition is supported by the terms of the claims and the

specification and is consistent with the ordinary definition found in appropriate dictionaries. Block cites to the English language American Heritage dictionary that defines communication as the “technology of the transmission of information (as by a printer or telecommunications).”

Yodlee proposes the following definition for communication link:

A binary synchronous procedure call.

Yodlee argues that according to the description of the preferred embodiment in the ‘442 patent, the communication link must be a synchronous procedure call.<sup>3</sup> Block counters Yodlee’s definition by arguing that procedure calls are but one mechanism to establish a communication link and that other forms of calls such as asynchronous procedure calls are supported in a distributed architecture environment.

The Court does not find support in the claims for Yodlee’s definition of communication link. None of the independent claims require a limitation to a binary synchronous procedure call, although dependent claim 6 of the ‘442 patent does claim a "synchronous procedure call." Based on principles of claim differentiation, it is improper to read in the limitation of a synchronous procedure call into the other claims that do not recite this limitation. The Court therefore finds that a communication link is an information flow, a definition that is consistent with the ordinary meaning of the terms and supported by the absence of intrinsic evidence showing an intent by the patentee to depart from the ordinary meanings of the claim terms. Moreover, one way of establishing such an information flow may be through a synchronous procedure call, however, the Court also recognizes that the experts opined that other means may be used to establish the

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<sup>3</sup> A synchronous procedure call in a client/server system is one in which the processing by the client is suspended until an answer from the server is received. A synchronous procedure call is distinguished from an asynchronous procedure call in a client/server system in which processing by the client continues while the server responds to the client request.

information flow. Accordingly, the Court will not define communication link to limit the manner in which the link is established. A **communication link** is defined as:

**An information flow between a client and server for conveying information.**

**H. Object-Oriented Application Programming Interface (API).**

Block proposed the following definition for object-oriented application programming interface (API):

An interface between the client and object or server, which includes the way the clients communicate with the object or server, and the services the object makes available to the clients.

Block argues that an object-oriented API is as its name suggests—an interface. In support of its definition Block refers to dictionary definitions as well as the specification of the ‘442 patent.

Yodlee proposes the following definition for object-oriented application programming interface (API):

A programming language that defines the interface to an object by specifying the associated operations and attributes using object-oriented constructs.

Yodlee resorts to extrinsic evidence in the form of the Expert Report of Clive Boustred to support its proposed definition and indicate that an API is a human-friendly representation of the machine interface actually used by clients to communicate with objects. In order to accept Yodlee’s proposed definition based upon extrinsic evidence, the Court must first determine that the intrinsic evidence is ambiguous and that the claim terms are being used in a manner inconsistent with their ordinary meaning.

Object-oriented API is found in only claim 4 of the ‘442 patent, which does not specifically define an object-oriented API. Rather, it states that the function of the object-oriented

API allows clients and servers to communicate through an object-oriented programming interface. Similarly, the Computer User High-Tech Dictionary referenced by Block indicates that an API is “An interface between the operating system and application programs, which includes the way the application programs communicate with the operating system, and the services the operating system make available to the programs.”

Yodlee argues that the object-oriented API is a programming language. But claim 4 of the ‘442 patent does not refer to an object-oriented application programming interface as a programming language, and Yodlee has not proposed definitions from dictionaries and treaties to support its proposed definition. Rather, Yodlee is relying upon extrinsic evidence of its expert. But there is no need to resort to extrinsic evidence as the use of the terms "object-oriented API" in the intrinsic evidence is unambiguous. Furthermore, Yodlee has not rebutted the presumption of applying the ordinary dictionary definition as proposed by Block. As a result, the Court finds that an **object-oriented application programming interface** is defined as:

**An interface between the client and object or server, which includes the way the clients communicate with the object or server, and the services the object makes available to the clients.**

### **I. Location**

Block proposes the following definition for location:

A place where something is located.

Block argues that the claims, specification, and files histories of the patents- in-suit do not require a departure from the ordinary meaning of the term “location” for which Block relies upon the Merriam Webster dictionary, a standard English dictionary.

Yodlee proposes the following definition for location:

The address of a financial object or financial object server.

Yodlee argues that since the claims and specification of the patent-in-suit must be read in the context of a object-oriented programming, locations must be the addresses of objects.

The Court has declined, however, to limit the claimed invention to "objects" or "object-oriented" systems as these are merely limitations of the preferred embodiment. Furthermore, upon review of the claims of the '442 patent, the Court notes that location is used in two contexts: 1) location of financial information servers; and 2) location of the claimed interface.

Furthermore, Yodlee has not shown that the patentee intended to depart from the ordinary meaning of the term for "location." There are no explicit definitions of "location" or statements in the prosecution histories of the patents-at-issue limiting the "location" to an address. Yodlee's definition of location is based upon a narrow view of the preferred embodiment. The Court will not accept Yodlee's limited definition of location based upon the description of the preferred embodiment. Accordingly, the Court adopts the following definition of location. **Location** is defined as:

**A place where something is located.**

#### **J. Binding**

Block proposes the following term for binding:

The act of associating a client process with a specific instance of a server.

Yodlee proposed no definition for binding.

In support of its definition, Block relies upon the English language Merriam Webster and Barron's Business Guides, Dictionary of Computer and Internet Terms, 5th Ed. (1996). Merriam Webster defines binding as "To combine with; to fasten together." Barron's Business

Guide defines binding as: “To start up and link together the different levels of device drivers that are necessary for network communication.”

Upon review the claims and descriptions in the patents-in-suit, the Court notes that clients “ask for and bind to services by name.” ‘442 patent, Col. 3, *ll.* 61-62. Independent Claim 5 of the ‘442 patent includes the step of “*binding said client to said financial information server at said location.*” In the context of the claims and description, “binding” is used in a manner consistent with the ordinary meaning of combining or associating. There is no evidence to suggest that the patentee expressly limited the scope of the term or otherwise used the term in a manner inconsistent with the ordinary meaning.

Accordingly, the Court accepts Block’s definition of the of “binding.” Binding is:

**The act of associating a client process with a specific instance of a server.**

IT IS SO ORDERED.

/s/ DEAN WHIPPLE

Dean Whipple  
United States District Judge

Date: February 18, 2003