IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

FINANCIAL SYSTEMS TECHNOLOGY	§	
(INTELLECTUAL PROPERTY)	§	
PTY. LTD. and FINANCIAL SYSTEMS	§	
TECHNOLOGY PTY. LTD.,	§	
	§	**CIVIL ACTION 2:08-CV-371 (TJW)**
Plaintiffs,	§	
	§	
v.	§	**JURY TRIAL**
	§	
ORACLE CORPORATION,	§	
	§	
Defendant.	§	

FST'S REPLY IN SUPPORT OF ITS
OPENING CLAIM CONSTRUCTION BRIEF [DOC. #77]

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STATUTES

Oracle's brief [Doc. 80] does not justify the low-level details it seeks to add to the claims. Here FST responds to Oracle's arguments. FST also refers back to its opening brief [Doc. 77].

A.   relational database / data processing system preamble terms

FST's brief (*id.* at 4) explained why it is wrong to read into these preamble terms the limitations sought by Oracle, and that instead the ordinary meaning should be adopted.[1] Ex. A at 1. Oracle's brief has not justified its definitions by which it seeks the extraneous limitations that "all relations in the relational database are explicit" and that "the relational database does not require the addition of columns for updating."[2] Ex. A at 1. It is well-settled that "claims are not to be interpreted by adding limitations appearing only in the specification."[3] But Oracle cannot even point to these purported "all"/"not" features in the intrinsic record. Rather, Oracle has to make a chained argument—*viz.*, that a benefit of the patents is the ability to avoid recompiling, that allegedly this is only possible through the use of "all"/"only" explicit relations and "not"/"without" adding columns, and therefore the preambles should be read to have these "all"/"not" requirements. Oracle Br. at 4-5. This is no basis to narrow the claim preambles.[4]

Oracle argues that its proposed "all"/"not" restrictions must be read in because otherwise the preambles would purportedly "describe *every* relational database." Oracle Br. at 3 (emphasis

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[1] Contrary to Oracle's suggestion in a footnote (Oracle Br. at 11 n.14), FST has not waived any argument for ordinary meaning constructions. The two cases cited by Oracle do not support this assertion. Rather, in those two cases (*Seoul* and *Ariba*) the court merely held that a party cannot dispute the level of one of ordinary skill in the art if the party does not timely raise the issue. For the present purposes here, FST does not dispute the level of ordinary skill proposed by Oracle. Ex. 4 at 5 ("A person of ordinary skill in the art relevant to this case in 1990 is a person with either a Bachelor of Science degree in Computer Science and two years of industry experience in database design, or a Master of Science degree in Computer Science.").

[2] All emphasis herein added unless otherwise indicated.

[3] *Acumed LLC v. Stryker Corp.*, 483 F.3d 800, 805-806 (Fed. Cir. 2007). Contrary to Oracle's suggestions (Oracle Br. at 3 n.3, 15 n.2, 17), this well-settled rule is not trumped by any concerns about the written description requirement under 35 U.S.C. § 112 ¶ 1. Oracle should not even be heard to raise written description arguments in this cursory fashion with respect to claim construction. Oracle never raised any such issue in the Joint Claim Construction Statement under P.R. 4-3, and the written description requirement is a detailed factual inquiry. *See Laryngeal Mask Company v. Ambu A/S*, 2010 WL 3633180, at *5 (Fed. Cir. Sept. 21, 2010) (Noting that "[c]ompliance with the written description requirement is a question of fact"; reversing the grant of summary judgment of invalidity for an alleged written description violation). Regardless, FST's proposed constructions are supported by the specification, as FST has explained. Contrary to Oracle's proposals, the terms should not be limited to the details of the preferred embodiments in the specification.

[4] *See, e.g., Trading Techs. Int'l, Inc. v. Espeed, Inc.*, 595 F.3d 1340, 1352 (Fed. Cir. 2010) (explaining that courts should not narrow claim language "unless the patentee has demonstrated a clear intention to limit the claim scope using words or expressions of manifest exclusion or restriction").

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