

2. The term “generating a data field” is construed to have its plain and ordinary meaning.²
3. The term “the enhanced directory service sought by the customer” is construed to mean “service supplemental to standard telephone number directory assistance to be provided to the calling party.”³

B. The ‘371 Patent

1. The term “ordered as a function of” is construed to have its plain and ordinary meaning.⁴

C. The ‘569 Patent

1. The term “establishing a communication” is construed to mean “enabling the exchange of signals.”⁵
2. The term “event record” is construed to mean “one or more data fields used to memorialize an aspect of an information assistance call for purposes of billing.”⁶

² Id. Further, the court rejects Jingle’s construction because it attempts to read an example from the specification into the limitation. *See Comarck Communications, Inc. v. Harris Corp.*, 156 F.3d 1182, 1186 (Fed. Cir. 1998) (“[w]hile . . . claims are to be interpreted in light of the specification and with a view to ascertaining the invention, it does not follow that limitations from the specification may be read into the claims.”).

³ See Footnote 1.

⁴ Id.

⁵ Id.

⁶ In making its ruling, the court rejects Jingle’s contention that the patentee disavowed claim scope during prosecution. Specifically, the patentee stated: “[T]he invention is directed to a technique for billing a user of a telecommunications service. To facilitate a user’s review of, e.g., a telephone bill, it is desirable to include in each billing record the name of the party which the user called.” (D.I. 45 at A110.) Jingle argues that the cited language requires the calling party to receive the telephone bill. The court disagrees and finds that the above-cited language does not demonstrate a clear disavowal of claim scope regarding who may receive the bill. *See Home Diagnostics, Inc. v. LifeScan, Inc.*, 381 F.3d 1352, 1358 (Fed. Cir. 2004) (“Absent a clear disavowal or contrary definition in the specification or the prosecution history, the patentee is

3. The terms “during the communication” and “during the communications connection” are construed to mean “while the signals are enabled to be exchanged.”⁷
4. The term “interface to receive signals to establish a communication” is construed to mean “hardware, software, or a combination thereof that accepts incoming information assistance requests.”⁸

D. The ‘969 Patent

1. The term “subscriber” is construed to mean “any individual or business entry whose information is stored for retrieval by the communication assistance system.”⁹
2. The terms “information corresponding to a plurality of subscribers,” “information corresponding to subscribers,” and “information corresponding to each of said subscribers” are construed to mean “data associated with subscribers.”¹⁰
3. The term “a subscriber information other than the subscriber information requested by said

entitled to the full scope of its claim language.”).

⁷ See Footnote 1.

⁸ Id.

⁹ Although words in a claim are generally given their ordinary and customary meaning, 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. v. Conceptronic, Inc.*, 90 F.3d 1576, 1582 (Fed. Cir. 1996) (citations omitted). The ‘969 patent specifically defines a subscriber, noting “[s]ubscribers referenced throughout the application refer to any individual or business entry whose information is stored for retrieval by the system.” col. 2, ll. 54-56.

¹⁰ See Footnote 1.

requester” is construed to have its plain and ordinary meaning.¹¹

4. The term “telephone switch” is construed to have its plain and ordinary meaning.¹²
5. The term “a first database” is construed to have its plain and ordinary meaning.¹³
6. The term “closing prompt message” is construed to mean “a message provided to a calling party upon completion of the information assistance call but prior to connecting to the subscriber.”¹⁴
7. The terms “select(ing) a closing prompt code from a plurality of available closing prompt codes,” “selects said closing prompt code from any one of said available closing prompt codes,” and “selection of said closing prompt code by said closing prompt module is from any one of said available closing prompt codes . . . relating to a subscriber information other than the subscriber information requested by said requester” are construed to have their plain

¹¹ Id. Further, the court rejects Jingle’s proffered construction because – among other reasons – its construction forecloses third party advertising, which is specifically contemplated by the patent. See ‘969 patent col. 20, ll. 46-52.

¹² See Footnote 1. Further, in making its ruling, the court rejects Jingle’s proffered construction as unduly limiting. See Footnote 2.

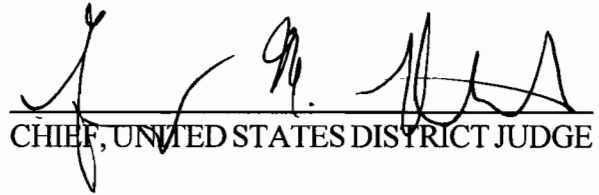
¹³ Id. Further, in making its ruling, the court rejects Jingle’s proffered construction as unduly limiting. See Footnote 2.

¹⁴ Patent claims are part of “a fully integrated written instrument,” *Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 978 (Fed. Cir. 1995), consisting primarily of a specification that “concludes with the claims. *Phillips*, 415 F.3d at 1315. “For that reason, claims ‘must be read in view of the specification, of which they are a part.’” *Id.* (quoting *Markman*, 52 F.3d at 979). Indeed, “the specification ‘is always highly relevant to the claim construction analysis. Usually, it is dispositive; it is the single best guide to the meaning of a disputed term.’” *Phillips*, 415 F.3d at 1315 (quoting *Vitronics*, 90 F.3 at 1582). Here, the specification of the ‘969 patent guides the court to the meaning of the term “closing prompt message.” See ‘969 patent, col. 10, ll. 10-19; *id.* at col. 27, ll. 1-10.

and ordinary meanings.¹⁵

8. The term “available closing prompt codes” is construed to have its plain and ordinary meaning.¹⁶
9. The term “desired closing prompt message” is construed to mean “a closing prompt message identified by a specific closing prompt code.”¹⁷
10. The term “available closing prompt messages” is construed to have its plain and ordinary meaning.¹⁸

Dated: January 25, 2010



CHIEF, UNITED STATES DISTRICT JUDGE

¹⁵ See Footnote 1.

¹⁶ The court rejects Jingle’s proffered construction, which appears to define the word “available.” The ‘969 patent claims, however, use the term “available” in its ordinary and customary meaning. See Footnote 1.

¹⁷ See Footnote 1.

¹⁸ See Footnote 16.