United States District Court,
C.D. California.

FORT PROPERTIES, INC,
Plaintiff.
v.
AMERICAN MASTER LEASE LLC,
Defendant.

No. SACV 07-0365 AG (JCx)

June 17, 2008.

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ORDER RULING ON CLAIM CONSTRUCTION ARGUMENTS

ANDREW J. GUILFORD**, District Judge.**

Before the Court are the claim construction arguments of the parties. Each party has filed an Opening Claim Construction Brief and a Rebuttal Claim Construction Brief. A hearing on these matters was conducted on January 3, 2008. After considering the papers and oral argument, the Court has determined the proper claim constructions of each disputed term.

BACKGROUND

This case involves claims for patent infringement. Defendant American Master Lease, LLC ("AML") contends that Plaintiff Fort Properties ("Fort") has infringed U.S. Patent 6,292.788B1 ("'788 Patent"). Fort filed this case seeking a declaration that it has not infringed.

The '788 Patent, which is owned by AML, discusses a business method for creating an investment instrument out of real property. One goal of the patent was to create a better way to invest in real property by providing "safety, a steady income stream, divisibility, ready liquidity, and no involvement in management of the property." ('788 Patent, 3:54-58.) Another goal of the patent was to ensure that the invented investment instrument was eligible for tax-deferred treatment under s. 1031 of the Internal Revenue Code. (*Id*. at 64-65.) To accomplish these goals, the inventors created a "deedshare," which "represents both a tenant-in-common interest in real estate, and provides the divisibility and liquidity of a

traditional security, such as a bond ." (*Id*. at 4:8-12.) According to the Abstract:

[H]olders of the deedshares receive a guaranteed income stream from [a] master lease and yearly depreciation, without having to maintain or manage the real estate. The holders of the deedshares are subject, under the master agreement, to a mechanism that enables the master tenant to purchase, or arrange for the purchase of the deedshares at fair market value (or some other calculable value) at the end of a specified term.

Fort is a real estate company that specializes in the sponsorship of tenancy-incommon tax-deferred ownership offerings. (Fort's Opening Claim Construction Brief 2:7-9.) It claims that it has changed its business methods to ensure that it did not infringe the '788 Patent.

LEGAL STANDARD

Claim construction is an issue of law "exclusively within the province of the court." Markman v. Westview Instruments, Inc. 517 U.S. 370, 372 (1996). Such construction begins with an analysis of the claim language itself, Interactive Gift Express, Inc. v. Compuserve, Inc., 256 F.3d 1323, 1331 (Fed.Cir.2001), since the claims define the scope of the claimed invention. Phillips v. AWH Corp., 415 F.3d 1303, 1312 (Fed.Cir.2005). In construing claim language, the Court begins with the principle that "the words of a claim are generally given their ordinary and customary meaning." Phillips v. AWH Corp., 415 F.3d 1303, 1312 (Fed.Cir.2005) (internal quotation marks omitted).

The ordinary and customary meaning "is the meaning that the [claim] term would have to a person of ordinary skill in the art in question at the time of the invention." Id. at 1313. "[T]he person of ordinary skill in the art is deemed to read the claim term not only in the context of the particular claim in which the disputed term appears, but in the context of the entire patent, including the specification." *Id*. Thus, in determining the ordinary meaning of a claim term, courts must also read the claim term in the context of the entire patent. Where the patent itself does not make clear the meaning of a claim term, courts may look to "those sources available to the public that show what a person of skill in the art would have understood the disputed claim language to mean," including the prosecution history and "extrinsic evidence concerning relevant scientific principles, the meaning of technical terms, and the state of the art." *Id*. at 1314.

"In some cases, the ordinary meaning of claim language as understood by a person of skill in the art may be readily apparent even to lay judges, and claim construction in such cases involves little more than the application of the widely accepted meaning of commonly understood words. In such circumstances general purpose dictionaries may be helpful." *Id*. at 1314. In other cases, claim terms will not be given their ordinary meaning because the specification defines the term to mean something else. Novartis Pharms. Corp. v. Abbott Labs., 375 F.3d 1328, 1334 (Fed.Cir.2004); Kumar v. Ovonic Battery Co., Inc., 351 F.3d 1364, 1368 (Fed.Cir.2003). For a specification to define a term to mean something other than its ordinary meaning, it must set out its definition in a manner sufficient to provide notice of the meaning to a person of ordinary skill in the art. In re Paulsen, 30 F.3d 1475, 1480 (Fed.Cir.1994).

CLAIM CONSTRUCTION

1. "MASTER AGREEMENT"

Fort's Construction: "an agreement superior to any other agreements affecting the real property, having terms imposed upon each of the tenant-in-common 'deedshares' of the property, and including a provision

that ensures reaggregation of all of the tenant-incommon deedshares after a specified interval or at a specified time."

AML's Construction: "a collection of one or more agreements controlling and affecting the real estate."

Fort claims that AML's proposed construction is too vague. In response, AML claims that Fort's construction is too specific, and creates limitations not supported by the patent. Both arguments have merit.

1.1 AML's Construction

Fort argues that AML's construction ignores two explicit definitions of the claim term in the prosecution history. Two times during the prosecution history, the patentees defined "master agreement" for the patent examiner. The patent examiner had determined that the patentee's claims were unpatentable as anticipated by a previous patent. To overcome that determination, the patentees explained that a " 'master agreement' in the present invention, is an agreement that is present in each of the tenantin-common 'deedshares' of the property, that includes terms that ensure that all of the tenant-in-common deedshares can be reaggregated after a specified interval." (Frankl Declaration, Exhibit 2, p. 159.) They emphasized that argument again later, stating that a " 'master agreement' as recited in the pending claims, is an agreement having terms which are imposed upon each of the tenant-in-common 'deedshares' of the property, and includes a provision for reaggregating all of the tenant-in-common deedshares after a specified interval." (*Id*. at 191.)

A court must examine the prosecution history "to determine whether the patentee has relinquished a potential claim construction in an amendment to the claim or in an argument to overcome or distinguish a reference." Bell Atlantic Network Services, Inc. v. Covad Communications Group, Inc., 262 F.3d 1258, 1268 (Fed.Cir.2001). That is exactly the case here. The patentee expressly defined "Master Agreement" in a limited manner to distinguish the prior art. The patentee also amended the first claim to clarify that the "master agreement" contains a term providing that all of the tenant-in-common deedshares can be reaggregated after a specified interval. (Frankl Declaration, Exhibit 2, p. 159.) AML's current argument that the definition of "master agreement" should be more general goes against explicit representations in the prosecution history. The proper construction cannot be more general than the explicit definition given by the patentees during the prosecution history. *See* Southwall Technologies, Inc. v. Cardinal IG Co., 54 F.3d 1570, 1576 (Fed.Cir .1995) ("Claims may not be construed one way in order to obtain their allowance and in a different way against accused infringers.").

1.2 Fort's Construction

Fort's proposed construction, in contrast to AML's, is based on the definitional language in the prosecution history, but is more specific. Fort has added or changed certain phrases in the prosecution history definition. The Court will address those changes in turn.

Fort's construction includes the phrase "an agreement superior to any other agreements" affecting the real property." Fort argues that this phrase is necessary to give meaning to the word "master" in the term "master agreement." *See* Merck & Co. v. Teva Pharms. USA, Inc., 395 F.3d 1364, 1372 (Fed.Cir.2005) ("A claim construction that gives meaning to all the terms of the claim is preferred over one that does not do so."). Fort cites *Merriam-Webster's Dictionary* to show that the ordinary meaning of "master" is "superior." (Fort's Opening Claim Construction Brief 9:20-21.)

Although the term "master agreement" appears in multiple places throughout the patent, the patent never

mentions that the "master agreement" is superior to all the other agreements affecting the real property. The patent does make clear, however, that the holder of each deedshare is "subject" to the master agreement. ('788 Patent, Abstract; 4:31-32; 6:42-44.) Thus, it appears that the agreement is a "master agreement" in that it is one uniform agreement that controls all of the deedshares. This definition gives adequate meaning to the word "master," complies with the specification, and complies with the definition given by the patentees during the prosecution history. Accordingly, Fort's addition of the phrase "an agreement superior to any other agreements" is inappropriate.

Fort's construction also states that a "master agreement" "includ[es] a provision that ensures reaggregation of all of the tenant-in-common deedshares after a specified interval or at a specified time." Fort's use of the word "ensures" makes the reaggregation appear to be absolutely required at the end of the specified interval or at the specified time. AML argues that the reaggregation is not required. AML cites the definitions given in the prosecution history, providing that the master agreement: (1) includes a provision that "ensure[s]" that the deedshares "can be reaggregated;" and (2) "includes a provision for reaggregating." These definitions are similar to definitions in the patent, which state that the master agreement "comprises an agreement that ensures that all of the deedshares ... *can be* reaggregated after a specified interval." ('788 Patent, 6:66-7:3 (emphasis added).) This language is less mandatory than the definition proposed by Fort, and indicates that the reaggregation provision enables the reaggregation, but does not require it.

Fort argues that the specification makes clear that reaggregation must be required. Fort points out that one of the main goals of the patent was to create a relatively liquid investment, and that only a mandatory reaggregation of the deedshares at the end of a specified interval can achieve that goal. The Court disagrees. The specification provides that a preferred embodiment of the master agreement performs the reaggregation through a "put/call" mechanism. Through that mechanism, the master tenant can exercise a call to purchase the deedshares from the individual deedshare holders, or a deedshare holder can exercise a put to force the master tenant to purchase the deedshares at fair market value. ('788 Patent, 9:29-33; 43-46.) If the call is exercised, "each of the individual owners of the deedshares has ... an obligation to sell." (*Id*. at 7:8-14.) Finally, "if neither the put nor the call are exercised, the master tenant continues to pay rent to the deedshare holder to the end of the term of the master lease." (*Id*. at 9:48-53.) Thus, the preferred embodiment shows that reaggregation after a specified interval is not mandatory. Reaggregation is mandatory only if the master tenant exercises a call or if a deedshare owner exercises a put, but neither side is forced to do so.

This interpretation is consistent with the entire specification. For instance, the Abstract provides that "[t]he holders of the deedshares are subject, under the master agreement, to a mechanism that enables the master tenant to purchase, or arrange for the purchase of the deedshares at fair market value (or some other calculable value) at the end of a specified term." ('788 Patent, Abstract.) The specification provides that "any agreement whereby ownership of ... deedshares is conditioned upon an agreement to sell the deedshares, at a specified time (or maturity date), or under specified conditions, is expected to accomplish the goal of reaggregating the tenant-in-common interests represented by deedshares." (*Id*. at 7:18-24.) These quotes show that reaggregation must be required if one side wants it, but that it does not have to occur. This interpretation is also consistent with the patent's stated goal of allowing the created property to be liquid and with the definitions provided by the patentees during the prosecution of the patent. Accordingly, the mandatory language in Fort's proposed construction is incorrect.

Finally, Fort's construction provides that the reaggregation occurs "after a specified interval or at a specified time." This language is consistent with the specification. The specification provides alternatively that the reaggregation will occur "after a specified interval," "at a specified time," or "under specified conditions." (

Id. at 14:60; 13:64; 7:21.)

1.3 Proper Construction

Under these principles, the Court finds that the proper construction of "master agreement" is: "an agreement controlling the real property, having terms imposed upon each of the tenant-in-common 'deedshares' of the property, and including a provision that ensures that of all of the tenant-in-common deedshares can be reaggregated after a specified interval, at a specified time, or under specified conditions."

2. "ENCUMBERING THE PROPERTY IN THE REAL ESTATE PORTFOLIO WITH A MASTER AGREEMENT; ENCUMBERING THE REAL PROPERTY WITH A MASTER AGREEMENT"

During oral argument, the parties agreed upon the proper construction of these terms. That proper construction is: "subjecting the property in the real estate portfolio to a master agreement; subjecting the real property to a master agreement."

3. "DEEDSHARES"

Fort's Construction: "an investment interest representing tenant-in-common partial title interests in real property previously aggregated in unified title, each having a term and at least one predetermined denomination."

AML's Construction: "an investment instrument representing a tenant-in-common interest in real estate."

"Deedshares" is a term that was coined by the inventors of the '788 patent to describe a new type of investment instrument. Because of this, the term has no ordinary meaning, and this Court must look primarily to the specification to determine the meaning. Honeywell Intern. Inc. v. Universal Avionics Systems Corp., 488 F.3d 982, 991 (Fed.Cir.2007) ("Without a customary meaning of a term within the art, the specification usually supplies the best context for deciphering claim meaning.")

AML's construction, again, is too general. The specification of the patent explicitly states that "deedshares" are more than simply "tenant-in-common interests in real estate." The specification states that "deedshares" are "a new type of investment instrument" that "represents both a tenant-in-common interest in real estate, and provides the divisibility and liquidity of a traditional security, such as a bond." ('788 Patent, 4:7-11 .) Accordingly, any construction of the term "deedshare" must take into account that it is more than simply a "tenant-in-common interest in real estate."

Fort's construction attempts to do just that, and to account for the "divisibility and liquidity" of the deedshares by saying that each has "a term and at least one predetermined denomination." The '788 patent specification supports Fort's construction. The specification describes in multiple places how "deedshares" are created. The Abstract explains that they are created by dividing real estate into "a plurality of tenant-in-common deeds of predetermined denominations, and which are subject to a master agreement and master lease." ('788 Patent, Abstract.) The Summary of the Invention explains in more detail the "series of steps involved in creating and managing this new type of real estate investment." (*Id*. at 4:27-28.) In one step, "[t]itle to the property is ... divided into tenant-in-common deeds of at least one predetermined denomination." (*Id*. at 4:32-34.) In another, "[t]he aggregated properties are ... made subject to at least one master agreement." (*Id*. at 4:31-32.) "The master agreements include a provision by which the tenant-in-common deeds may be 'reaggregated' after a specified interval." (*Id*. at 4:34-37.)

These explanations of how deedshares are created reveal what deedshares are. First, they must have at least one predetermined denomination. Second, they must be subject to at least one master agreement that includes a provision by which the deeds may be reaggregated after a specified interval. Fort's construction accounts for these two requirements.

AML objects to Fort's use of the word "term" to indicate the interval of time before deeds may be reaggregated. AML argues that the word "term" wrongly implies that the deedshares expire. Accordingly, the Court's construction will follow the spirit of the Fort construction, but will use language taken directly from the '788 Patent.

The proper construction of "deedshare" is: "an investment interest representing a tenant-in-common partial title interest in real property previously aggregated in unified title, having at least one predetermined denomination and subject to a provision by which it may be reaggregated after a specified interval."

4. "A PROVISION [IN THE MASTER AGREEMENT] FOR REAGGREGATING THE PLURALITY OF TENANT-IN-COMMON DEEDS"

Fort's Construction: "a provision in the master agreement which requires every deedshare owner to sell all interests in the real property such that title in the real property is reunified."

AML's Construction: "a feature contained in the governing agreement(s) for the real property that enables the tenant-in-common deeds to be aggregated."

Fort contends, once more, that AML's construction is too broad. AML responds that Fort has added two restrictions to its construction that are not supported by the specification. First, AML argues that Fort's construction improperly makes reaggregation "required," instead of just "enabled." As discussed in Section 1 of this opinion, the Court agrees.

Second, AML argues that the specification does not require that every deedshare owner sell his or her interest in the real property for reaggregation to occur. AML argues that all the deedshare owners but one could sell to that one deedshare owner, thereby reaggregating the property. (AML's Rebuttal Claim Construction Brief 12:1-12.) The Court agrees. Fort's second limitation is not supported by the specification.

Accordingly, the Court finds that the proper construction is: "a provision in the master agreement that ensures that of all of the tenant-in-common deedshares can be reaggregated."

5. "AFTER A SPECIFIED INTERVAL"

Fort's Construction: "after a period of time having explicit beginning and end dates."

AML's Construction: "after the passing of a specified period of time meeting specified conditions."

AML contends that Fort's definition unnecessarily limits the term, while Fort contends that AML's definition is too broad, improperly expands the term to include "specified conditions," and fails even to construe the word "specified." Both arguments have merit. First, Fort's contention that the "specified interval" must have explicit beginning and end dates is wrong. The patent itself specifies the interval as "10 years" in multiple places. (*See* ' 788 Patent, 6:67-7:1; 8:14-15.) The patent thus specifies the interval by the length of the

interval, without stating beginning and ending dates. This method of specifying the interval works with the goals of the invention. The agreement to sell deedshares could state that reaggregation must occur five years after the last deedshare is bought. This would be a specified interval without explicit beginning and end dates.

Second, AML's addition of the clause "meeting specified conditions" to its definition is improper. Claim terms are to be given their "ordinary and customary meaning," unless a patentee chooses to define them otherwise. Vitronics Corp. v. Conceptronic, Inc. 90 F.3d 1576, 1582 (Fed.Cir.1996). The term "meeting specified conditions" does not arise from the "ordinary and customary" meaning of either the word "specified" or the word "interval."

Applying these principles, taking the parties's proposed definitions into account, and considering the dictionary definitions provided by the parties, the Court finds that the proper construction is: "after an explicitly stated period of time."

6. "AT A SPECIFIED TIME"

Fort's Construction: "at an explicit date."

AML's Construction: "at a particular point in time, or at a point of time meeting specified conditions."

AML again claims that Fort's construction is too limiting, while Fort claims that AML's construction is too vague. Again, both parties are right. Here, the words used are simple. The ordinary meaning is "readily apparent even to lay judges," and claim construction "involves little more than the application of the widely accepted meaning of commonly understood words." Phillips, 415 F.3d at 1314. Accordingly, the Court finds that the proper construction is: "at an explicitly stated point in time."

7. "PREDETERMINED DENOMINATION"

Fort's Construction: "a fixed monetary face value determined in advance of sale of the deedshares."

AML's Construction: "one or more established units or values for tenant-in-common interests, or alternatively defined undivided part interest in real property, represented by a deedshare."

The ordinary meaning of this claim term is clear. The ordinary meaning of "predetermined" is "determined beforehand." Merriam-Webster Dictionary (1997). The ordinary meaning of "denomination" is "face value of currency units, coins and securities," *see* Dictionary of Finance and Investment Terms (1991), which parallels Fort's proposed construction. These ordinary meanings are consistent with the use of the term in the specification. The specification consistently refers to the "predetermined denomination" of a deedshare as a specific monetary amount. For example, the specification states that in a preferred embodiment, each deedshare "has a specified denomination of $100,000 per deedshare." ('788 Patent, 6:51-52.) Later, the specification states that a deedshare has a "predetermined denomination ($100,000 in this case)." (*Id*. at 8:35-36.)

AML argues that a "predetermined denomination" need not be a monetary amount. To support that argument, AML cites a sentence in the specification that states: "Each of the deedshares is a tenant-in-common deed to a proportional (0.1 %) undivided part interest in [a] real estate porfolio." (*Id*. at 6:54-55.) AML argues that this sentence shows that the specification "contemplates alternative methods of valuing the

deedshares." (AML's Rebuttal Claim Construction Brief 14:20-21.) AML is wrong. The sentence quoted by AML directly follows a sentence that reads: "[E]ach of [the] deedshares illustratively has a specified denomination of $100,000 per deedshare, so that the $100 million values of [the] real estate portfolio is divided into one thousand $100,000 deedshares." AML's cited sentence, then, merely explains the effect of valuing each deedshare at $100,000. It does not give an alternate meaning for the term "predetermined denomination."

The Court finds that the proper construction is: "a fixed monetary face value determined before sale of the deedshares."

8. "MASTER TENANT"

Fort's Construction: "an entity, other than a deedshare owner, that leases the real property from the deedshare owners and manages the real property for the term of the master lease."

AML's Construction: "the entity which has the authority to manage the property as per the master lease."

The parties agree that the master tenant manages the property under the master lease. However, AML takes issue with three clauses in Fort's proposed construction: (1) "other than a deedshare owner," (2) "leases the real property from the deedshare owners," and (3) "for the term of the master lease."

As to the first disputed clause, Fort argues that a master tenant should be someone other than a deedshare owner because '788 Patent provides that the master tenant leases the property from and pays rent to the deedshare holders. Fort argues that "different terms in the claims connotes different meanings," and that the '788 Patent refers to master tenants and to deedshare owners separately. (Fort's Opening Claim Construction Brief 19:2-3 (quoting Applied Med. Res. Corp. v. United States Surgical Corp., 448 F.3d 1324, 1333 n. 3 (Fed.Cir.2006)).) Fort further argues that a deedshare owner could not, consistent with the goals of the patent, manage the property as a master tenant would be required to do. Fort points out that a goal of the patent is to gain tax-deferred treatment for deedshare owners by preventing the deedshare owners "from acquiring the attributes of a partnership." (*Id*. at 19:15-18 (quoting '788 Patent, 7:34-37).) Fort argues that allowing a deedshare owner to become the master tenant would cause the deedshare owner to aquire the attributes of a partnership, and to lose tax-deferred status.

AML responds that the requirement that the master tenant be an entity other than a deedshare owner would render the patent claims impossible to achieve. AML points to a part of the patent that allows the master tenant to reaggregate the deedshares by buying them all. AML argues that during the reaggregation process, the master tenant must necessarily own deedshares, thus becoming a deedshare owner.

The Court agrees with Fort. A master tenant buying deedshares from deedshare owners in order to reaggregate the interests in a piece of property does not become a deedshare owner as that term is understood in the patent. The deedshares disappear as they are purchased by the master tenant seeking to reunify title. Accordingly, Fort is correct that the master tenant must be an entity other than a deedshare owner.

As to the second disputed clause, AML argues that the master tenant does not necessarily lease the real property from the deedshare owners. AML argues that "the master tenant may simply be a manager who collects rent from the entities who are leasing the real estate." (AML's Opening Claim Construction Brief

19:26-20:2.) The Court disagrees. The ordinary meaning of "tenant" is "[o]ne who pays rent to use or occupy land, a building, or other property owned by another." The American Heritage Dictionary (1985). The ordinary meaning of "tenant" is *not* "a manager who collects rent from other people who occupy the land." There is no indication in the patent that the patentees intended "tenant" to take on a new meaning. Thus, Fort is correct that the master tenant leases the property from the deedshare owners.

As to the third disputed clause, AML argues that a master tenant will not necessarily manage the property throughout the term of the lease. AML points out that the master tenant might be terminated or replaced. Fort does not respond to this argument. Thus, the Court finds that the third limitation imposed by Fort is unnecessary.

Accordingly, the Court finds that the proper construction is: "an entity, other than a deedshare owner, that leases the real property from the deedshare owners and manages the real property per the master lease."

9. "MASTER LEASE"

Fort's Construction: "an agreement with a specified lease term under which the real property is leased to the master tenant, superior to any other leases affecting the real property, and setting forth the rights and obligations of the master tenant for the term of the master lease."

AML's Construction: "the agreement(s) between the master tenant and the deedshare holders."

According to the ordinary meaning of the claim term, the specification, and the earlier discussion of the meaning of "master," the Court finds that the proper construction is: "an agreement with a specified lease term under which the real property is leased to the master tenant, controlling the real property, and setting forth the rights and obligations of the master tenant for the term of the master lease."

10. "A SUBLEASE PROVISION IN THE MASTER LEASE, ENABLING THE MASTER TENANT TO SUBLEASE THE REAL ESTATE/PROPERTY; INCLUDING A PROVISION ENABLING THE MASTER TENANT TO SUBLEASE THE REAL ESTATE"

Fort's Construction: "a provision in the master lease explicitly stating that the master tenant may sublease the real estate/property."

AML's Construction: "any provision in the agreement(s) between the master tenant and the deedshare holders, which enable the master tenant to enter into subleases with others."

Fort's construction is correct. The ordinary meaning of the claim term supports Fort's construction, and nothing in the patent indicates that it should be otherwise. The Court finds that the proper construction is: "a provision in the master lease explicitly stating that the master tenant may sublease the real estate/property ."

11. "INCLUDING AN EXTENDED TERM PROVISION IN THE MASTER LEASE, DESIGNATING THAT THE MASTER LEASE EXTENDS BEYOND THE SPECIFIED INTERVAL; A PROVISION THAT THE MASTER LEASE EXTENDS BEYOND THE SPECIFIED INTERVAL"

Fort's Construction: "a provision in the master lease explicitly stating that the term of the master lease will extend beyond the specified interval in the master agreement."

AML's Construction: "any arrangement in the contractual agreement(s) between the master tenant and the deedshare holders that enables the term of the master lease to be extended beyond the time when deedshares may be reaggregated."

Fort's construction is correct. The ordinary meaning of the claim term supports Fort's construction, and nothing in the patent indicates that it should be otherwise. The Court finds that the proper construction is: "a provision in the master lease explicitly stating that the term of the master lease will extend beyond the specified interval in the master agreement."

12. "USING A COMPUTER"

During oral argument, the parties agreed upon the proper construction of this term. That proper construction is: "operating an electronic device that features a central processing unit."

CONCLUSION

The above claim constructions shall govern this case.

IT IS SO ORDERED.

C.D.Cal.,2008.
Fort Properties, Inc. v. American Master Lease LLC