

UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE PATENT TRIAL AND APPEAL BOARD

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CISCO SYSTEMS, INC.,

Petitioner,

v.

Case IPR2023-00553

Patent 9,210,254

ZILKR CLOUD TECHNOLOGIES, LLC,

Patent Owner.

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DEPOSITION OF DR. HENRY HOUH

Conducted Remotely

15 Ballard Terrace

Lexington, Massachusetts

April 17, 2024

10:04 a.m. to 12:38 p.m.

Reporter: Laurie J. Berg, CCR, RPR, CRR



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5

6 EXAMINATION PAGE

7 (BY ATTORNEY STEPHENS) 6

8

9 E X H I B I T S

10 NO. PAGE

11 Exhibit 1 Patent Owner's Response (77 pages) 82

12 Exhibit 1001 United States Patent, Patent No.:

13 US 9,210,254 B2, Dec. 8, 2015

14 (21 pages) 58

15 Exhibit 1003 Declaration of Henry Houh, Ph.D.,

16 Under 37 C.F.R. § 1.68 in Support of

17 Petition for Inter Partes Review

18 (124 pages) 10

19 Exhibit 1030 Supplemental Declaration of

20 Dr. Henry Houh in Support of

21 Petitioner's Reply (26 pages) 11

22

23 (Original exhibits marked electronically

24 and retained with the transcript.)

P R O C E E D I N G S

MADAM COURT REPORTER: This is Laurie Berg. I am a Registered Professional Reporter and a Certified Realtime Reporter with the National Court Reporters Association, as well as a Certified Court Reporter with the State of New Hampshire. I am a Notary Public in the State of New Hampshire and the Commonwealth of Massachusetts.

The attorneys participating in this proceeding acknowledge that I am not physically present in the proceeding room, nor am I physically present with the witness, and that I will be reporting this proceeding remotely via videoconference.

They further acknowledge that, in lieu of an oath administered in person, the witness will verbally declare his testimony in this matter under the penalty of perjury.

The parties and their counsel consent to this arrangement and waive any objections to this manner of reporting the proceeding.

Will the attorneys now please indicate your agreement by stating your name and your agreement on the record, after which I will swear in the witness

1 and we may begin.

2 MR. STEPHENS: This is Jeffrey Stephens,
3 I agree.

4 MR. GORYUNOV: Eugene Goryunov, I agree.

5 MR. BOSTROM: Brett Bostrom, I agree.

6 (Deponent sworn.)

7 MADAM COURT REPORTER: Thank you very
8 much. You may proceed.

9

10 DR. HENRY HOUH

11

12 having been satisfactorily identified and
13 duly sworn remotely by the Notary Public, was examined
14 and testified as follows:

15 CROSS EXAMINATION

16 BY MR. STEPHENS:

17 Q. All right. This is Jeffrey Stephens. I
18 represent Zilkr Cloud Technologies in this IPR.

19 MR. STEPHENS: Is there -- do we need to
20 read in the case or anything, or are we -- we're good
21 to go?

22 MADAM COURT REPORTER: (Nods head.)

23 MR. STEPHENS: Okay.

24

1 BY MR. STEPHENS:

2 Q. All right. Dr. Houh, if you could please
3 state your full name for the record.

4 A. My name is Henry H. Houh. That's spelled
5 H-O-U-H.

6 Q. And, Dr. Houh, you've been deposed many times
7 before, haven't you?

8 A. Sure. That's right.

9 Q. And you understand you're testifying under
10 oath today?

11 A. Yes.

12 Q. Is there any reason that you can't give
13 truthful and complete testimony today?

14 A. No.

15 Q. If you don't understand a question, please
16 let me know; otherwise, I'll assume you understand the
17 question.

18 Is that fair?

19 A. I'll do my best to, sure.

20 Q. All right. And if you need to take a break,
21 please let me know. But if there is a question
22 pending, please answer that question fully before
23 we're going to take a break.

24 Is that understood?

1 A. Yes.

2 Q. Okay. Dr. Houh, we're on Zoom today.

3 Do you have any other computer programs open
4 on your computer?

5 A. (Deponent viewing computer.) I have a folder
6 with some deposition docu -- case documents in it.

7 Q. Okay. Are those -- do those documents have
8 any other notes or annotations, or are they as filed
9 in the case?

10 A. They're clean, as filed.

11 Q. Okay. And that's the only other files or
12 programs you have open on your computer?

13 A. On this desktop, yes.

14 Q. Do you -- do you have any other information
15 displayed in the room or related to this IPR
16 proceeding?

17 A. I have some printouts.

18 Q. Okay. And are those clean copies as well, or
19 do those have notes and annotations?

20 A. Those are all clean as well.

21 Q. Okay. Is there anyone else in the room with
22 you today?

23 A. No.

24 Q. Do you have your phone in the room with you?

1 A. No.

2 Q. Okay. So that you understand, Dr. Houh,
3 communicating with counsel or anyone else regarding
4 your testimony today, whether it's electronic
5 messaging, text, or e-mail, during your deposition is
6 not permitted.

7 Is that understood?

8 A. Yes.

9 Q. So during today's deposition, you'll answer
10 questions regarding your supplemental declaration that
11 you submitted in IPR2023-00553 regarding U.S. Patent
12 Number 9,210,254.

13 If I refer to that patent as the '254 patent,
14 you'll understand what I'm referring to, right?

15 A. Yes. Sure.

16 Q. What did you do to prepare for your
17 deposition today, Dr. Houh?

18 A. I reviewed some documents and I met with the
19 attorneys.

20 Q. Okay. And when was it that you met with the
21 attorneys? I assume you're referring to the attorneys
22 for Cisco?

23 A. Yes, I met with them yesterday.

24 Q. Okay. And that was a telephone conversation

1 or a video conference?

2 A. It was a video conference.

3 Q. Do you know about how long that conference
4 lasted?

5 A. I think it was about two hours.

6 (Exhibit 1003 marked for identification.)

7 BY MR. STEPHENS:

8 Q. Okay. So let's look at our first exhibit for
9 this deposition, Dr. Houh. I'm going to be just
10 dropping it into the chat window here.

11 And if you could let me know when you're able
12 to open that up.

13 A. (Deponent viewing computer.)

14 MR. GORYUNOV: Counsel, I don't see
15 anything in the chat window.

16 MR. STEPHENS: Oh. Now, let's see. I
17 think the send button must be cut off. There it is.
18 Okay.

19 MR. GORYUNOV: There it is.

20 A. (Deponent viewing exhibit.) Okay. I have
21 mine open now.

22 Q. Okay. This is Exhibit 1003. This is the --
23 it's titled Declaration of Henry Houh, Ph.D., with
24 some additional language after that.

1 Do you -- do you recognize this document,
2 Dr. Houh?

3 A. (Deponent viewing exhibit.) Yes, I do.

4 Q. Okay. And is this the original declaration
5 that you submitted in connection with the petition in
6 this matter?

7 A. Yes.

8 (Exhibit 1030 marked for identification.)

9 BY MR. STEPHENS:

10 Q. All right. I'm going to be adding a second
11 exhibit here. If you could tell me when you're able
12 to open that up.

13 A. (Deponent viewing exhibit.) Okay. I have it
14 open.

15 Q. Okay. And this is Exhibit 1030, entitled
16 Supplemental Declaration of Dr. Henry Houh in Support
17 of Petitioner's Reply.

18 Do you recognize this document, Dr. Houh?

19 A. (Deponent viewing exhibit.) Yes, I do.

20 Q. And this is the supplemental declaration you
21 submitted in connection with petitioner's reply in
22 this matter; is that correct?

23 A. I believe that's correct.

24 Q. Okay. So if you could, Dr. Houh, I would

1 like you to go to Paragraph 10 of Exhibit 1030.

2 A. (Deponent viewing exhibit.) Okay.

3 Q. And I'm looking at the -- the second sentence
4 of this paragraph, which relates to the term
5 "activate." And in that sentence you state, Dr. Houh,
6 "But the described steps of that process do not
7 propose a definition or impose requirements on,"
8 quote/unquote, activate.

9 I'd like for you to tell me in your own
10 words, Dr. Houh, what you're looking for as you review
11 the '254 patent specification to understand the
12 meaning of the term "activate."

13 MR. GORYUNOV: Objection to form.

14 A. (Deponent viewing computer.) I'm --
15 I'm going to pull up a copy of a -- the patent,
16 the '254 patent.

17 Q. Well -- and if I could clarify, Dr. Houh, I'm
18 talking more about the process generally, so not
19 specific passages. But your sentence there descri --
20 talks about a definition or requirements, and I'm
21 wondering, you know, how -- what is the process for
22 reading the patent to understand the meaning of a term
23 like "activation."

24 Are you looking for only a specific

1 definition or requirements, or how do you go through
2 that process?

3 A. So, first of all, I review the patents from
4 -- generally speaking, I do this with -- this is how I
5 approach reviewing patents in cases I'm on. The
6 patents that are challenged are asserted in cases,
7 which is, I review the patent from the point of view
8 of a person of ordinary skill at the time of
9 invention, and I've laid that out, I believe, in my
10 declarations. And I -- I look for -- sometimes the
11 patents actually expressly define terms. I look for
12 things like that as I'm reviewing.

13 And then I look to see passages of the -- of
14 the patent that describe processes and things that are
15 -- that are re -- related or covered in -- or -- with
16 respect to what the claim language is. And so I kind
17 of go through a process like that, generally.

18 I also -- I also will review the file history
19 to see if there's anything in there that sheds light
20 on -- on meanings of claim terms or particular
21 instances where the patentee has made comments maybe
22 to get around prior art or things like that.

23 Q. So where there's not an expressed definition
24 of a term in a patent specification, what's your

1 understanding of how you're supposed to understand the
2 meaning of that term?

3 A. So I'm not a lawyer, but -- but generally,
4 what I've been -- what I generally do is I -- I use
5 the -- I'd look at the web -- a person of ordinary
6 skill in the art would've a -- understood the plain
7 and ordinary meaning of these terms to be.

8 Q. Well, if we could -- Dr. Houh, if we could
9 look at Paragraph 37 of Exhibit 1030, in the first
10 sentence there, you reference "this form of
11 activation."

12 So I gather from this paragraph that you're
13 saying there are potentially multiple forms of
14 activation, and I'm wondering if you could describe
15 for me your understanding of, you know, the different
16 forms of activation that are at issue here and what
17 you see as the discrepancy in interpreting that term,
18 "activation"?

19 MR. GORYUNOV: Objection; form.

20 BY MR. STEPHENS:

21 Q. You're welcome to start with just part of
22 that, Dr. Houh, and just the different forms of
23 activation that you see at issue here.

24 A. (Deponent viewing exhibit.) Well, I'm

1 referring to the -- the Patent Owner's arguments here,
2 and just using the word to say that it's -- you know,
3 Patent Owner's viewing this word as -- as, I believe,
4 very unnarrowly [phonetic] to exclude certain things
5 that I think I argue within this declaration that is
6 not merit -- warranted by a reading of the
7 specification.

8 I'm not saying that -- I'm not saying that,
9 you know, this is a form, that that's a form. I'm
10 just using that to describe what Patent Owner is
11 arguing, which is that -- it's -- Patent Owner's
12 arguing that this form of activation would -- would,
13 at most, be made available within Bodart's virtual
14 assistant and not activated with the second providers.

15 But -- but then I go on to describe why
16 that's wrong. And I'm referring to the Patent Owner
17 response there. If -- if you have a copy of it, I
18 could -- that's what I'm citing to.

19 Q. Yeah, we can put that in as an exhibit, if
20 that would be helpful.

21 (Pause.)

22 BY MR. STEPHENS:

23 Q. So I've put into the chat Paper 17, which is
24 the Patent Owner Response in this matter. And if --

1 if you would like to refer to that, you're welcome to,
2 Dr. Houh.

3 But I guess my question is, you know, could
4 you -- could you describe how it is that you
5 understand the term "activate" and how that differs
6 from your understanding of the Patent Owner's
7 arguments in this case?

8 (Pause.)

9 A. (Deponent viewing exhibit.) So if you look
10 at my supplemental declaration, in the paragraphs
11 previous to the one you're asking about, it provides
12 part of the context for this, which is that a POSITA
13 would've understood that activating a service includes
14 making that service available at or within a device,
15 including Bodart's virtual assistant, and that a
16 POSITA would have understood that the service is not
17 accessible or usable, and therefore, not activated
18 until the service provider -- and that's -- that's the
19 service provider of -- that provides the service,
20 that's the -- for the claim language there -- and is,
21 therefore, not activated until the service provider
22 accepts the login credentials and authorizes access to
23 the service.

24 And I cite back to my original declaration,

1 1003, in which I discuss, you know, if you're -- if
2 you're in a -- if you're trying to gain access to
3 communication services, such as e-mail or IM, it
4 typically involves gaining authenticated or secure
5 access to a remote server over the Internet.

6 And then I describe that -- that the -- that
7 the user will provide some security credentials, such
8 as a username and password. And if you get those
9 wrong, you're not -- you're not allowed access.

10 And so, in Bodart, that service is not --
11 that service with the second provider is not activated
12 until the Bodart virtual assistant logs into an e-mail
13 service when the user configures the virtual assistant
14 with an e-mail address and password. So that's what
15 I've laid out in my original declaration, which I've
16 cited to in Paragraph 36.

17 Q. Well, help me understand, Dr. Houh.

18 You're saying that service is not activated,
19 but if the user is able to access it, the e-mail
20 service that you referred to on some other platform,
21 is it true that the service has not been activated
22 with the e-mail provider?

23 A. Well, the service is with the second
24 provider. And within the system of Bodart, it's not

1 available or active to be used with the voice
2 assistant of Bodart until the user provides their
3 credentials to the Bodart system so that Bodart can
4 submit those credentials.

5 That's -- that's what is -- that's -- that's
6 what I've laid out in 30 -- Paragraphs 31, 32, and 139
7 to 140 of my original declaration, which is that --
8 that it would've been obvious to a POSITA that
9 Bodart's virtual assistant would log into the e-mail
10 service that's provided by the second provider when
11 the user configures the virtual assistant with the
12 e-mail address and password.

13 And so I understand that you're -- that
14 Patent Owner's position is that that is not
15 activating -- that you have to activate a brand new
16 account or something, I'm kind of paraphrasing, but
17 that's part of my understanding of what Patent Owner's
18 arguing. But it doesn't make any sense in this -- in
19 the voice assistant of Bodart to be forced to set up a
20 new account, because the point of Bodart is to
21 integrate with the systems -- a user's IM and e-mail
22 so they can -- they use it through the voice assistant
23 of Bodart.

24 And I lay this out in my declar -- I think in

1 my supplemental or one of them, that would make sense.
2 Your reading doesn't make sense, the Patent Owner's
3 reading is -- there's no -- there's no basis for it.
4 But it also doesn't make sense because it would force
5 the user to create a brand new e-mail, and no one
6 knows the username user's e-mail so they would have to
7 go through and tell everyone to send e-mail to this
8 new e-mail address of theirs, and that's -- that
9 doesn't make any sense.

10 And that's not how a POSITA would've
11 understood using services, such as IM and e-mails,
12 through a voice assistant, that -- that the user would
13 be required to create only brand new accounts for the
14 first time that -- and only those accounts can be
15 connected to a voice assistant.

16 Q. Okay. Dr. Houh, I'm going to ask, if you
17 could, to focus on the question that I ask and try and
18 answer that question. You're welcome to answer it
19 fully, as you see fit, but I am trying to understand.

20 My question was, you know, you referred to an
21 e-mail service and that -- you know, to Bodart's
22 system needing to authenticate by sending login
23 credentials to the provider of that e-mail service,
24 but if the user is able to access the e-mail service

1 prior to, you know, Bodart's system sending login
2 credentials, has -- hasn't that service been activated
3 with the e-mail provider?

4 A. So the -- the service within -- within the
5 voice assistant of Bodart, if you don't provide the
6 credentials to Bodart, you cannot access, and that
7 integration with e-mail's not activated in the system
8 of Bodart.

9 And so a person of ordinary skill would
10 understand that that includes this type of process to
11 -- for the user has now requests, you know, I want to
12 -- I want to integrate some e-mails with the voice
13 assistant of Bodart, I'm going to provide credentials,
14 and then the system -- Bodart will submit those
15 credentials to access the e-mail. And until that
16 happens, that -- that voice -- that e-mail's --
17 through the voice assistant, is not activated. It's
18 not able to be used by the Bodart voice assistant.

19 The point is that, what -- what Patent Owner
20 is saying is what I was just saying previously in the
21 previous answer, which is, you're saying that -- that
22 activation is limited only to setting up the e-mail
23 for the first time. But if I -- if I -- if I install
24 a brand new version of Microsoft Outlook, for example,

1 on a new computer, I might have an e-mail account, but
2 my Outlook is useless and not really active with my
3 account. It's not until I provide the credentials to
4 my e-mail program or, in this case, the Bodart
5 voicemail service, does that e-mail become accessible
6 and active within the system of Bodart.

7 And so, my point here is that that's --
8 that's -- there's no basis provided that I saw, either
9 in the patent or in any of -- arguments. I know
10 you're arguing that, to import that limitation in --
11 of the word "activate" into -- into the claim lang --
12 into the interpretation of the claims, and it's
13 incorrect.

14 Q. I understand the point that you're making,
15 Dr. Houh.

16 I don't believe it's answering my question,
17 which is, if a user sets up an e-mail address, for
18 example, registers an e-mail address or an account
19 with an e-mail service provider, however you want to
20 describe that process, and they are then able to
21 access that e-mail service through the provider's
22 platform, let's set aside Bodart for a minute, do you
23 agree or disagree that that process would be
24 activating the e-mail service with that provider?

1 A. That's not the --

2 Q. Is that --

3 A. -- not the -- oh, sorry. Go ahead.

4 Q. No, I'm sor -- no, go ahead. I'll follow up.

5 A. (Deponent viewing exhibit.) I understand
6 that's what Patent Owner's pointing to as what
7 activate should be limited to, but I think that's
8 incorrect.

9 I think a person of ordinary skill would
10 understand -- there's no -- no basis that I saw in the
11 -- in the specification for such a narrow reading of
12 -- of that term or that phrase, acti -- whatever the
13 phra -- activating a -- let me get make sure I get
14 this right -- activate the second service with the
15 second provider, utilizing the second ID as a user ID
16 for the first user and -- and there's nothing in the
17 specification that I saw that would lead a POSITA to
18 understand that -- that that's the correct reading of
19 "activate," which is, you can only activate something
20 once at the -- what -- at -- when it's -- when the
21 account is set up anew, because you haven't activated
22 -- you haven't -- if you aren't able to access the
23 e-mail through the system of Bodart and you -- it's
24 not active within the Bodart -- within Bodart.

1 And that's what I'm saying is that providing
2 the credentials within the system of Bodart is
3 activating the second service with a second provider
4 because it allows the Bodart now to access that
5 service with a second provider.

6 And -- and at a high level, that's what my
7 arguments are, but I'm just going to direct you to my
8 supplemental declaration and original declaration
9 where -- those sections that I pointed out earlier.
10 That is what a person of ordinary skill would
11 understand. It falls within the claim scope.

12 And partly because of the other reason I
13 gave, it doesn't make any sense for Bodart or any
14 voice assistant to require you to only set up new
15 accounts to use the voice assistant with. And you're
16 unable to use any voice -- such voice assistant with
17 any preexisting accounts. That's not what a person of
18 ordinary skill would've understood at the time.

19 Q. Okay. Dr. Houh, I hear you talking about
20 Bodart and sending authentication credentials to an
21 e-mail service provider and that you consider that to
22 be activating the service.

23 I'm asking the question of whether you would
24 consider -- consider the initial creation of an e-mail

1 account with that provider -- you know, directly with
2 that provider, to also be -- I'm not talking about it
3 being limited to that, but to also be an activation.
4 I'm trying to understand on which -- on which points
5 we agr -- we agree.

6 If a user is able to access an e-mail service
7 through the provider directly, would you also consider
8 that service to have been activated?

9 A. That's not the -- that -- that situation is
10 not what I'm pointing to in -- in Bodart.

11 Q. Well, that's the --

12 A. I understand that --

13 Q. -- question that --

14 A. -- Patent Owner's --

15 Q. -- I'm asking.

16 A. -- arguing -- I understand that Patent
17 Owner's arguing that activating the second service
18 with the second provider is limited to only that
19 situation, and -- and that's just -- that's just
20 incorrect.

21 Q. Dr. Houh, you -- you need to answer the
22 question that I'm asking, okay? I don't know -- I
23 don't know, you know, if it's some way -- the way I'm
24 phrasing it or if you're reading too much into it,

1 but, you know, I'm not asking you to admit that you're
2 wrong or anything.

3 I'm trying to understand on which points
4 Patent Owner's and -- you know, Patent Owner's
5 position and yours may overlap. You know, you talk
6 about the Patent Owner's understanding of activation
7 as being too limiting. So, as I understand it, you
8 have a broader understanding of the term "activation."

9 So my question is, you know, does a user's
10 registering an e-mail account with an e-mail service
11 provider and gaining access to that service through
12 the provider's platform, does that fall under your
13 umbrella of activating, as you understand that term?

14 MR. GORYUNOV: Objection; form.

15 (Pause.)

16 A. (Deponent viewing exhibit.) I mean, the
17 situation I analyzed was what was -- I laid out in my
18 declarations, which was that situation. It's -- it's
19 now a different situation that that Patent Owner has
20 raised.

21 But my point still is that activation
22 includes -- a person of ordinary skill would
23 understand that activation includes the situation that
24 I analyzed, which is in Bodart, which discloses --

1 that teaches a person of ordinary skill in the art and
2 -- and -- that what's taught in Bodart, which is
3 activating e-mail with a e-mail service provider is
4 met when -- when the user provides their credentials
5 to the voice assistant of Bodart. That's the
6 situation I did an analysis of.

7 I understand that you're now raising this new
8 other situation, but a person of ordinary skill would
9 understand that -- that the claim language covers the
10 situation that I -- that I analyzed within the prior
11 art and Bodart in, I think, the first challenge, the
12 first ground.

13 Q. So what I hear you saying, Dr. Houh, is that
14 you are unable to analyze the situation where a user
15 registers an e-mail account with a service provider
16 and gains access through the service provider's
17 platform.

18 Is that correct, you're unable to analyze
19 that situation in relation to the meaning of the term
20 "activate"?

21 A. I mean, I didn't say I was unable to, I'd
22 have to give that some thought, but I understand that
23 that's the argument that Patent Owner's making.

24 And -- and the -- that isn't the disagreement

1 whether that's covered or not covered by activation.
2 The disagreement is over whether setting up the
3 e-mail, by providing credentials and submitting them
4 to the second platform, activates the functionality of
5 that service of -- of -- with that second provider in
6 the system of Bodart.

7 And I think a person of ordinary skill would
8 understand that that is -- falls within the scope of
9 that claim, because that -- that capability within
10 Bodart to use the -- use that to -- to -- you know,
11 voice assistant -- to access the e-mails or send
12 e-mails in the voice assistant of Bodart is not active
13 until those credentials are submitted and accepted by
14 the -- by the -- by the server. And so, that falls
15 within the scope of what a person of ordinary skill
16 would understand that claim language to include.

17 Q. So you're unable to analyze the situation
18 where a user registers an e-mail account with a
19 service provider and gains access through the service
20 provider's platform at this time; is that correct?

21 MR. GORYUNOV: Objection; form.

22 A. I didn't say I'm unable to perform the
23 analysis to do that, but that's not the point in
24 the declaration. The declaration is with respect to

1 this other form. And it -- the other form is -- the
2 Patent Owner is saying does not fall within the scope,
3 because somehow the scope is very narrow to include
4 only the situation that you're describing right now.

5 But I'm saying that there's no reason in
6 this -- that a POSITA has to understand that that
7 phrase "activate" is -- is so narrow and limited to
8 only that particular case that you're raising right
9 now.

10 The case that I did analyze, with respect to
11 what's in the scope of activating -- activate the
12 second service with a second provider utilizing the
13 second ID as a user ID for the first user includes a
14 situation, as I've laid out in Bodart, where the user
15 provides their credentials, Bodart -- the system of
16 Bodart submits those credentials to the server, the
17 second provider, s -- and now, after that's been
18 verified and accepted by the -- by that provider, that
19 integration, that capability, use the -- the e-mail
20 features within the voice assistant are now active for
21 that account within the system of Bodart.

22 And so there's no -- there -- and that's --
23 that's how a person understands the plain and ordinary
24 meaning of these words. And I understand that you're

1 saying -- and -- and the Patent Owner and their --
2 and their expert are saying that -- that, no, a
3 POSITA would only understand setting up the account
4 for the first time to be activating, and that's --
5 that's wrong. And that's my -- I might be
6 paraphrasing a little bit, but the situation described
7 by Patent Owner, that "activate" should somehow be
8 limited to is -- is the only thing that's within this
9 -- within the scope.

10 But clearly, the capability to use the e-mail
11 provided by the second provider and access the e-mail
12 service, the integration features of a voice assistant
13 are not able to be used until the user provides the
14 credentials to the system of Bodart. And so that --
15 those features and -- are not active within the system
16 of Bodart until the credentials are accepted -- input
17 by the user and accepted by the second provider.

18 Q. I hear you using words such as "limited to,"
19 you know, to describe Patent Owner's position.

20 What I'm trying to understand is, do you
21 agree that what Patent Owner describes as "activating"
22 is included within your understanding of the term
23 "activated"?

24 A. Well, I disagree that the -- the meaning of

1 the term "activate" set forth by the Patent Owner is
2 -- is correct. It's -- it's not correct. And it --
3 nothing -- nothing should limit the scope of -- of --
4 activate the second service with the second provider
5 to only the situation of -- of setting up -- or -- or
6 signing up for e-mail the first time.

7 As I said, when you -- if you -- if you get a
8 new computer and you install Outlook, is -- is e-mail
9 active on that computer? You can't access your
10 e-mail, so Outlook cannot access your e-mail. And
11 until you put in your credentials, and the credentials
12 are sent to the -- the server and then accepted by the
13 server and -- now you can access your e-mail and that
14 Outlook is -- for your e-mail is -- is -- is
15 activated.

16 And that's the same situation in Bodart that
17 I'm saying a POSITA would understand is within the
18 scope of the claim term.

19 Q. Dr. Houh, I -- I'm not sure what to do with
20 you, I have to be honest. I -- I'm trying to -- you
21 know, what I think are very, very simple questions.

22 You know, when I say, do you agree that, you
23 know, this situation of act -- you know, setting up,
24 registering an e-mail account with a service and

1 gaining access to it through the service provider's
2 platform, is that included within your understanding
3 of "activated," I'm not saying with that question --
4 I'm not asking you to agree this it's limited to that.
5 I'm asking if you agree that it's included within.
6 And if -- if I could provide, I would like you to
7 answer that question without explaining Bodart again.
8 This really has nothing to do with Bodart in terms of
9 the question that I'm asking.

10 So I've asked it several times. I can repeat
11 it.

12 But do you agree that the situation of
13 registering an e-mail account with an e-mail service
14 and gaining access to the service through the
15 provider's platform is included within your
16 understanding of the term "activated," as used in
17 the '254 patent?

18 MR. GORYUNOV: Objection; form.

19 MR. STEPHENS: All right. Let me
20 withdraw the question.

21 BY MR. STEPHENS:

22 Q. I hear you suggesting that you do agree,
23 Dr. Houh, but for some reason, you are unable to bring
24 yourself to say that you agree.

1 Am I incorrect?

2 MR. GORYUNOV: Objection; form.

3 A. (Deponent viewing exhibit.)

4 Q. Let me rephrase.

5 Dr. Houh, in your answers, when you say that
6 you disagree that activating should be limited to
7 registering an e-mail address with a service provider
8 and gaining access through that service provider, I
9 hear you suggesting that you agree that is a form of
10 activation, is that correct or not?

11 MR. GORYUNOV: Objection; form.

12 A. The example I analyze in Bodart, with respect
13 to activating second service -- with the second
14 service provider, or whatever the exact language is,
15 is with respect to the situation in Bodart where a ser
16 -- a user does not have access to their -- their
17 e-mail, and the integration with the voice assistant
18 is not active because the user has not yet provided
19 the credentials and that a POSITA would've understood
20 that -- that activating a service includes making that
21 service available at or within the device, including
22 in Bodart's virtual assistant.

23 So I think that's what a POSITA would
24 understand, and that's -- that's the situation I've

1 laid out, with respect to Bodart, and how it meets and
2 -- or renders obvious, or whatever the -- you know,
3 the -- the challenged claims, you know, in combination
4 with a few other references. And so that's a
5 situation that I've laid out and analyzed.

6 I understand that Patent Owner now is saying
7 that -- that activation only be limited to this
8 situation where you've set up the account for the
9 first time. I think that's incorrect. I think that's
10 -- that's not correct.

11 And I haven't -- that's not -- I mean, I
12 think it'd be obvious that you could do that in the
13 system of Bodart, too, if you wanted to, but it really
14 doesn't make sense, because then you have no e-mail to
15 read. You could start sending e-mails from this brand
16 new address that's set up within the system of Bodart,
17 but you can't then receive e-mails -- I mean, you
18 wouldn't -- you wouldn't access your -- your existing
19 e-mail so that you could read any -- any prior --
20 previously-received e-mail on a different account.

21 And -- and that -- and in a voice assistant
22 system, it doesn't make any sense that, you know, text
23 messages, IM messages, can only be connected to brand
24 new -- or the integration with those services can only

1 be integrated with accounts that are set up right then
2 and there through the -- the platform as brand new IM
3 identities, for example. That doesn't make any sense,
4 because then you have no existing context from which
5 you could receive instant messages, for example, from.

6 And so the analysis I did was with respect to
7 the examples in Bodart, and those, a person of
8 ordinary skill would understand are within the scope
9 of activating the second service with a second
10 provider.

11 Q. So are you telling me that you did not
12 analyze whether setting up the service for the first
13 time with the provider would also be a form of
14 activation?

15 MR. GORYUNOV: Objection; form.

16 A. Within the system of Bodart, that's not the
17 example I pointed to. The -- the example that
18 Patent Owner now says is the only -- only -- what the
19 scope should be limited to, ca -- the -- the -- we --
20 we -- the disagreement is really over whether what
21 I've pointed to that meets activating the second
22 service with a second provider falls within the scope
23 of activate, not whether other things are within the
24 scope of activate.

1 Q. Are you --

2 A. That's not what the disagreement is a -- is
3 about. This disagreement is about whether -- whether
4 Bodart's -- what I've pointed to in the Bodart system
5 that discloses activation is within the scope. I say
6 it is. And Patent Owner is saying, oh, well,
7 conveniently, what we say the scope is -- is --
8 you know, excludes what you say. And -- and there's
9 no -- there's no reason that in -- in the spec of
10 the '254 patent that "activate" should have such a
11 narrow reading to exclude situations like this. It's
12 not defined. It's -- there's no express definitions.

13 But -- so -- so I interpret the
14 specification, as we talked about earlier, within --
15 within the -- the plain and ordinary meaning to a
16 POSITA at the time of the invention in -- in the
17 context of the specification and the prosecution
18 history.

19 Q. So, Dr. Houh, you've -- you said in your
20 answer that, the disagreement is really over whether
21 what I've pointed to that meets activating the second
22 service with a second provider falls within the scope
23 of activate, not whether other things are within the
24 scope of activate.

1 Is that the basis for refusing to answer the
2 question of what other things may fall within the
3 scope of activate --

4 MR. GORYUNOV: Objection; form.

5 BY MR. STEPHENS:

6 Q. -- is that your understanding of the
7 disagreement in this case?

8 MR. GORYUNOV: Objection; form.

9 A. I mean, what I'm saying, it's not that I
10 can't analyze it, it's that now to -- to look at your
11 specific proposed construction and why it should be
12 limited to -- and -- you know, I understood -- I don't
13 think you -- I don't recall whether it was explicitly
14 proposed in the construction or just discussed as a --
15 as the plain and ordinary meaning as understood by a
16 POSITA at the time, but I would -- I would want to
17 review the specification with that in mind, and that
18 could take some time.

19 And -- and it's not that I can't do it. It's
20 just that that wasn't the example that I used in my
21 initial analysis and -- and -- and discussed in my
22 supplemental declaration about -- about the situation
23 of activating within Bodart. And that's what I did
24 analyze, and that's what I do say a POSITA would

1 understand is within the scope of activating a second
2 service with a second provider.

3 Q. Are you familiar with the process of
4 obtaining a new Gmail account?

5 A. I -- I mean, I've probably gone through it a
6 few times myself, and other people have set up
7 accounts for me. So, I mean, I have some level of
8 familiarity, but I haven't discussed any of that with
9 respect to Gmail in my declaration.

10 Q. Well, you do talk about logging into an
11 e-mail service providing authentication records.

12 Is there a different example of an e-mail
13 service that you feel more comfortable talking about?

14 A. I -- if you want to use Gmail as a different
15 example, that's fine. I'll -- I'll do my best.

16 MR. STEPHENS: All right. Well, before
17 we get into that, let's go ahead and take a ten-minute
18 break, if everybody's okay with that. We've been
19 going close to an hour.

20 MR. GORYUNOV: Sounds good.

21 THE DEPONENT: Sure.

22 (Off the record at 10:58 a.m.)

23 (Recess taken.)

24 (Back on the record at 11:10 a.m.)

1 MR. STEPHENS: All right. So we're going
2 to go back on the record.

3 BY MR. STEPHENS:

4 Q. Okay. Dr. Houh, I believe you indicated that
5 you're at least somewhat familiar with the process of
6 signing up for a new e-mail address, such as through
7 Gmail?

8 A. I mean, I -- I'm as fam -- I've gone through
9 it a few times, both with my own accounts and other
10 accounts that people have set up for me.

11 Q. Okay. So can you tell me, just in a few
12 sentences, generally how that process works?

13 A. Well, I mean, one time, someone just set up
14 an account for me and told me what my e-mail address
15 was and how to log in. That just happened recently to
16 me.

17 Q. Okay. But the process of obtaining that
18 e-mail address, are you aware of any of the steps that
19 go into that?

20 A. That -- that process, I didn't do myself
21 because I was part of an organization that used the
22 Gmail platform, and they simply created an e-mail for
23 me and sent it to me, which I think can be done if
24 you're on the Gmail platform with, like, a company

1 account.

2 Q. Okay. So maybe that's not the best example
3 for you to be considering as part of my question,
4 since it sounds like you have other experience and
5 knowledge with Gmail.

6 Are you aware of the steps that a user would
7 take to obtain a Gmail address through a Gmail
8 website, for example?

9 A. I -- I think it -- I don't -- I'd have to do
10 this from memory. It's probably been a while since I
11 set up any Gmail account of my own directly, but I --
12 I think you can probably go to Gmail on a clean
13 browser and there probably was a sign-up button. I
14 don't -- I don't remember where it was. And then it
15 probably asks you for a few things.

16 And then, at some point, there's some -- I
17 don't remember if it has to send you another e-mail
18 through another account -- to another account or --
19 for you to verify. I don't remember if that's the
20 case, but at some point, you might be able to get into
21 your e-mail from a browser.

22 But that -- that e-mail wouldn't be active on
23 my phone, for example, but I can still -- I can access
24 it once it's set up through the browser that I set it

1 up on.

2 Q. Okay. And would you consider that e-mail
3 service to be activated once you're able to access it
4 through the browser? Would one of ordinary skill in
5 the art consider that to be activated --

6 A. It would --

7 Q. -- that service?

8 A. It would be set up, but again, it wouldn't be
9 active on my phone. I couldn't access that e-mail
10 from my -- from my phone, and it wouldn't be -- the
11 e-mail, which is a service from another provider,
12 wouldn't be active on my phone because I haven't
13 provided my phone credentials and it hasn't submitted
14 the credentials to Gmail.

15 Q. I'm trying to be courteous here, Dr. Houh,
16 but my question didn't ask anything about your phone,
17 so if you could listen carefully.

18 Would one of ordinary skill in the art
19 consider the e-mail service to be activated once
20 you're able to access it on the browser?

21 A. Well, I'm trying to provide you an analo --
22 analogous situation to -- to the situation I analyze
23 -- I did analyze in Bodart, which does meet activate
24 --

1 Q. But if I may, Dr. Houh, in doing so, you're

2 --

3 A. I --

4 Q. -- you're not answering my question.

5 So I understand that you would like to talk
6 about Bodart and your understanding of "activating" in
7 connection with your Bodart example, but that really
8 has absolutely nothing to do with my question.

9 A. Oh, I -- it has everything to do with this
10 case, though.

11 So the -- the problem is, here, that -- it --
12 I -- you've set up your e-mail, alright, is it active
13 on your phone? No, it's not active on your phone,
14 because I just set it up over a web browser on a -- on
15 a desktop. Is it active on my phone? I can't access
16 the e-mail from my phone. It's not active on my
17 phone. And so that process is very different.

18 It -- there's another activation process to
19 set up e-mail to integrate it with that second service
20 from a second provider on my phone. And that's --
21 that is analogous to the situation of Bodart where you
22 have to activate the e-mail within the voice assistant
23 of Bodart.

24 You're -- you're -- you know, it's set up.

1 And in this hypothetical Gmail situation, it's set up,
2 but the -- and this is a hypothetical, it's not what I
3 analyzed, it's not what I said was -- was prior art.
4 And I -- I -- you want to use the claim term in this
5 hypothetical, but you have set up your Gmail account
6 for the first time. It's -- it's not active on my
7 phone. It's not active on my tablet. I cannot access
8 e-mail that I just set up on any of those devices
9 until I provide it credentials. It sends them to the
10 Gmail server, they're accepted, and now it can sync
11 all the e-mail onto the device; my phone, my Android
12 phone, my -- my tablet.

13 Now, after I've done that, that e-mail with
14 -- with the second provider, Gmail, is active on my
15 phone. It's active on my tablet. That's the
16 situation that I'm analyzing.

17 And -- now, I understand you want to -- the
18 Patent Owner's saying, no, this is the only situation,
19 "activate" covers, but it doesn't matter what -- it
20 doesn't matter for my analysis what else it may cover,
21 because what I -- what I've done is show how Bodart
22 discloses activating the second service with a second
23 provider.

24 And, you know, Patent Owner could've said,

1 send -- "activate" means only sending credentials when
2 it's raining outside. Is that activating? Well, it
3 is because you said it was. You want to say it is, so
4 that's, by definition, your definition. Is it
5 activating a second servi -- would that be within what
6 I consider to be activating? Well, I didn't analyze
7 the patent to see if it says anything about whether
8 it's raining or not.

9 And whether it's raining, you say, well,
10 that's silly, the patent says nothing about whether
11 it's raining. Well, it doesn't say anything about how
12 it's limited only to setting up accounts for the very
13 first time either. That's -- that's my point.

14 And so we're here about my declaration and --
15 my declarations, which is what I did analyze, not the
16 world of everything else, which I didn't point to in
17 Bodart as to whether that falls within the scope.
18 That will not impact my analysis of Bodart, because
19 what -- the situation I analyzed in Bodart is the
20 situation I analyzed.

21 And -- and, conveniently, Patent Owner's
22 saying, it should be only in the midst of this
23 situation, which I think is not supported, and I argue
24 in my supplemental declaration why it's not supported

1 by the specification. There's no -- no reason to
2 limit, you know, activation to only submitting
3 credentials when it's raining, for example. I know
4 that's not the example, but it might as well be the
5 example, because the spec says also nothing about
6 doing it when it's raining, yet, somehow Patent Owner
7 would want to limit it to only when it's raining.

8 And so the situation in Bodart is -- is what
9 impacts the case. And -- and I agree that -- that you
10 disagree that that's activating, but only because
11 you're defining it to be something that I'm not -- I
12 haven't analyzed.

13 Q. So you are unable, or unwilling, sitting here
14 today, to answer the question of whether one of
15 ordinary skill in the art, after having set up a Gmail
16 account for example, and accessing that e-mail account
17 through the Gmail website on a browser would be
18 considered activating -- one form of activating?

19 MR. GORYUNOV: Objection; form.

20 A. Well, n -- I mean, I -- I could take the time
21 to analyze it in the context of the specification, but
22 that's not the analysis I did with respect to the
23 challenge. The challenge has -- there's no ground
24 whatsoever that is -- Gmail anticipates or renders

1 obvious the -- the challenged claims. There's no
2 ground whatsoever about that.

3 So whether -- whether your situation --
4 you're sit -- you're only asking about the situation
5 because you're defining "activation" to only be that
6 situation. And -- and -- and now you're saying, well,
7 can we agree on that? Well, I don't agree that that
8 activation should be so limited in the manner that
9 Patent Owner's proposing, and it's because there's --
10 I haven't seen any support in the -- in the
11 specification for limiting it in that manner. There's
12 no definition of activation that says, activation
13 should mean only doing something for the first time in
14 the situation that Patent Owner describes. There's
15 nothing like that.

16 And what I'm saying is that a person of
17 ordinary skill would understand what -- what Bodart is
18 disclosing -- is disclosing, activating the second
19 service with a second provider, just like I described
20 with -- the parallel situation in e-mail, which I
21 think is parallel, which is, you -- you set up your --
22 I go to my desktop, I set up Gmail account for the
23 very first time from my browser, and I access -- is --
24 is -- is that account active on my phone yet? No,

1 because the phone has no idea that I have an account.

2 When -- when I provide my Google credentials
3 to my phone, it submits them to the Gmail service.

4 Let's say I want to connect the phone to Gmail. Now,
5 my -- that new -- that account is active on my phone
6 and -- and that -- the second service with the second
7 provider has been activated on my phone. Just like in
8 Bodart, when I do the same thing, I provide the
9 credentials, it's submitted to the server and
10 accepted. Now, that -- that e-mail integration with
11 the second provider, the e-mail, is now active within
12 the voice assistant of Bodart. That's the situation I
13 analyzed.

14 Q. So you did not analyzing [sic] activating
15 under any other circumstance, only under the way you
16 used it in Bodart; is that correct?

17 A. In my initial declaration, I had no idea that
18 -- that Patent Owner would come back and have this
19 very narrow, limited reading of -- of this claim
20 element, this claim phrase, and so I didn't
21 preemptively analyze all the possible things that
22 Patent Owner could have come back with. So, in my
23 initial declaration, I had no -- no knowledge of -- of
24 Patent Owner's position about the narrowness of -- of

1 it. And in the supplemental, I did say why I believe
2 Patent Owner's wrong in this regard.

3 Q. So, as part of your supplemental declaration,
4 did you consider whether Patent Owner's understanding
5 of activation falls within or is narrower in, but
6 included in your understanding of activating?

7 A. I considered where -- whether the
8 Patent Owner's interpretation was supported or
9 merited by what was in the specification and file
10 history. I don't believe it was. And I provided
11 those reasons in my supplemental declaration.

12 You know, just -- just as -- you know, if --
13 if Patent Owner's position was, submit credentials
14 only when it's raining, that's the only thing that --
15 that -- that activate could mean, I would s -- I
16 would -- you know, there's -- there's no discussion in
17 the '254 patent of doing things only when it's raining
18 or -- or the way Patent Owner is now reading this.

19 And it's really for the same reason, but it
20 doesn't change my analysis of Bodart and -- at -- at
21 least for the Ground 1 challenge, which is that Bodart
22 does disclose "activating," because a person of
23 ordinary skill using the plain and ordinary meaning of
24 "activate," when activating a second service with a

1 second provider, would understand that giving the
2 credentials to the system of Bodart, the system of
3 Bodart submitting them, realizing that you didn't make
4 a typo in your username or password and now you've
5 gotten an affirmative confirmation, the credentials
6 have been accepted, that now the integration with the
7 e-mail service with a second provider is activated
8 within the system of Bodart, that that falls within
9 the scope of -- of the claim phrase, the claim
10 element, and within the scope of the claim itself.

11 Q. So if someone said to you, I signed up for a
12 new Gmail account, and it's -- that e-mail address is
13 now activated, would you ask them about whether or not
14 they could access it through their phone? I mean,
15 would that -- would that statement make sense to you
16 or --

17 MR. GORYUNOV: Objec --

18 BY MR. STEPHENS:

19 Q. -- to one of ordinary skill in the art?

20 MR. GORYUNOV: Objection; form.

21 A. I don't think that someone would say that to
22 me. That's a weird way to say it all.

23 And I know you're trying to use the language
24 of the claims, but claim language is not ordinary

1 people speak; it's lawyer speak. And what you just
2 said a friend of mine would say, I don't see a person
3 -- a friend of mine saying that to me. That's just
4 really a strange way to -- to phrase it.

5 I mean, I can tell you what someone said -- I
6 -- I joined this organization on the executive council
7 and they were already using a Gmail platform for their
8 e-mail services, so I'm pretty sure that the e-mail
9 that -- that I got wasn't -- well, I mean, I can look,
10 but I don't think it used the word "activate." It's
11 kind of weird.

12 I -- you know, that's -- when people set up
13 an e-mail account, they set up an e-mail account. But
14 if I want to use that e-mail account -- so by the way,
15 when that was set up, I still couldn't access that
16 e-mail on my phone. I actually had to put in my
17 credentials, my username and password, into my phone,
18 and only then could I access e-mail from the phone,
19 and only then did e-mail -- that e-mail become active
20 on my phone.

21 Q. Are you telling me that one of ordinary skill
22 in the art would not understand by -- what is meant
23 by, for example, the statement that, I have activated
24 a new texting service?

1 A. I'm not saying that they wouldn't -- what I'm
2 saying is that that's a weird thing to say, is that,
3 you know -- first of all, I mean, when you get a new
4 phone or a phone number, you kind of -- it comes with
5 text. I don't think people would somehow -- like, my
6 friends would say to me, somehow separately, oh, well,
7 I just activated a new text messaging service. That
8 -- it's just a weird thing to say.

9 Someone might say, hey, I -- I have a new
10 phone number, please send texts to me at this number.
11 I mean, that's more people speak or -- you know, than
12 -- than using lawyer speak when you're just talking to
13 normal people in -- over normal things that you do.

14 Q. But my question is about how one of ordinary
15 skill in the art would understand that phrase.

16 So can you answer how one of ordinary still
17 skill -- if someone says to a person of ordinary skill
18 in the art, I have activated a new texting service,
19 would -- what would one of ordinary skill in the art
20 understand from that?

21 A. I -- I mean, if the -- with no context, I
22 mean, if it was one of my friends who'd done a lot of
23 start-ups, maybe he set up and he had started a new
24 company providing text messaging services. Maybe he

1 -- maybe he's working a platform for text messaging
2 and -- and revamped it and it's a brand new platform.
3 I mean, there's a lot of things that could mean in --
4 with no context whatsoever, you know, someone's just
5 telling me about their life, or -- or says that to me.

6 I mean, the context of a person saying
7 something to me includes what I know about that
8 person, which is not -- which is not the patent
9 specification. They didn't -- you know, it -- so
10 using these words in real life, it's a different
11 context. You know, if an -- you know, it might be
12 different if an entrepreneur friend said that to me
13 versus whe -- whether a, you know, a nontechy-person
14 friend said that to me. And even so, I would find
15 that a bit odd phraseology. I don't --

16 Q. So --

17 A. I mean, I don't --

18 Q. -- if you were signing up for a Gmail account
19 and you submitted the required information, and you
20 received -- in response, a page loads and says,
21 success, you have activated your new Gmail account,
22 would that be understandable to one of ordinary skill
23 in the art, what that means, the term "activated"
24 there?

1 A. Well, I mean, I -- I might ask a few further
2 clarification questions, but eventually, in this
3 hypothetical, in no context whatsoever, just the
4 context of that -- that friend, I could probably come
5 to an understanding, but -- of what that person did.
6 But, you know, I -- it -- I would probably have to
7 ask, even in that context, some -- some questions to
8 -- just to understand what -- what actually happened.

9 Q. Well, in my example it's you, Dr. Houh.

10 As someone of skill in the art, you sign up
11 for a Gmail account, you submit the required
12 information in an online form in a browser, you
13 receive a response page that says, success, you have
14 activated your new Gmail account, would one of
15 ordinary skill in the art understand what that means?

16 A. Well -- I mean, that's a hypothetical. I
17 don't know that when you sign up it says, success, you
18 have actively -- uses those words that you asked in
19 your question.

20 I would still say, if I did that in a
21 browser, the e-mail is still not active on my phone
22 because I did it on a browser in my desktop. And my
23 phone has no idea about this e-mail account until I
24 tell it. And then only after I tell it -- you know,

1 the credentials that I used on -- initially signing up
2 in my web browser, only when I tell my phone and give
3 my phone these credentials can my phone then submit
4 them to the Gmail server, verify that I typed them in
5 correctly, and now -- and then I would say, now e-mail
6 is active on my phone.

7 And so -- so -- and then I might get a new
8 phone, and it's not active on that phone. So just
9 because I activated it once on my old phone doesn't
10 mean I couldn't activate it again on my new phone.
11 Because I get a new phone and, you know, if it -- if I
12 -- if I just want to set up my existing e-mail with my
13 new phone, I have to tell it the credentials. And
14 only after I type them in correctly and have submitted
15 to Gmail does now that -- that e-mail become active on
16 my new phone. So just because I did it on my old
17 phone doesn't mean I can't do it again on my new
18 phone.

19 Q. So, Dr. Houh, when I give you an example of,
20 you know, someone, whether a friend, a layperson or
21 somebody who -- else who may qualify as one of
22 ordinary skill in the art, when I give you an example
23 of them saying, you know, I signed up for a new Gmail
24 address, it's been activated, then you say, that's a

1 -- that's a -- you know, I'm paraphrasing, but you
2 say, that's kind of a weird way to say it, it's not
3 how someone would talk, is that the case also in your
4 examples when you say, it's not active on my phone and
5 I need to activate it on another phone? Is that a
6 typical usage of "activate" that's more understandable
7 than the other, or is that also not an understandable
8 usage of the term "activate?"

9 A. In this example, I'm -- I'm using the lawyer
10 speak, I'm using the claim terms, because my analysis
11 for Bodart is that when you give the Bodart voice --
12 voice platform your credentials for e-mail, and
13 they're submitted to the -- the second-party e-mail
14 service, second service with a second provider, that
15 integration on that voice platform does become active
16 in -- in Bodart.

17 But before then, there's no active e-mail --
18 and I'm using that in the -- in the sense of this
19 proceeding as the claim is used -- as the term
20 "activate" is used in the claim term, and I am doing
21 that.

22 I'm saying -- would I say that normally? I
23 mean, I probably wouldn't choose the word "activate,"
24 but -- but the plain -- a person of ordinary skill

1 reading the claim of the '254 would understand -- you
2 know, have an understanding of what's within the scope
3 of "activate." And that example I give is within the
4 scope of activate.

5 Where you give your credentials to the system
6 of Bodart, they're submitted to the second party --
7 second service provider, because, you know, the e-mail
8 is not -- does not have to be provided by the -- by
9 the -- by the same party -- the voice platform,
10 because the whole point is to integrate with any
11 user's e-mail, IM, those types of services that are --
12 are described within Bodart.

13 And -- and so I am using the term because
14 that's the analysis I performed with respect to the
15 claim language. I'm just saying it's kind of a weird
16 thing for people to just throw about that way of
17 describing it.

18 I probably -- I don't think I've heard that
19 used outside of this legal proceeding, like, I
20 activated by Gmail account. I mean, I signed up for a
21 new Gmail, here it is. You know, I set up a new
22 Gmail -- I set up a new e-mail account, can you please
23 use that? Or, I left RCN, can you please use this new
24 e-mail address for me? They don't say the word --

1 they don't say -- they don't describe them the way
2 lawyers write claims.

3 Q. So, in the same way that you're -- in your
4 words, you're using lawyer speak to say that a service
5 is not active on your phone or in a particular
6 platform, does it make sense in the same way for
7 someone to say, I have -- you know, I signed up for a
8 new Gmail account, it's now activated? Is that a
9 different usage? Like, is that one not
10 understandable, but the way you've been using it is
11 understandable?

12 MR. GORYUNOV: Objection; form.

13 A. I mean, I'm using it with respect to this
14 proceeding, because that's what the claim term is.
15 And -- and I'm -- I'm taking the perspective of, what
16 does a person of ordinary skill understand the plain
17 and ordinary meaning of cla -- of things in the claims
18 and -- and that a person of ordinary skill would
19 understand that activate a second service with a
20 second provider or whatever the exact language is.

21 An example of that is the example that I
22 provided with respect to -- at least in Ground 1, with
23 respect to Bodart, and that's what I'm saying.
24 Because -- because a person understands -- now your --

1 your new phone, if you can't -- you can't access your
2 e-mail, in the context of this proceeding, it wouldn't
3 be active on that phone or on the platform of Bodart,
4 that -- that e-mail, the second service with a second
5 provider, because how -- how's the -- how's the phone
6 going to get -- get your e-mail? Like, you need a
7 username and password.

8 And so, once those have been provided and the
9 -- and the system of Bodart submits those and they've
10 been accepted, so you know you typed them correctly,
11 then now, that integration with the e-mail, that
12 service, the e-mail service, is -- is now ac -- that
13 service with the second provider is now active within
14 the platform of Bodart.

15 Just like on your phone, within the context
16 of this proceeding, in -- in this hypothetical
17 situation, you know, if I -- if I -- you know, I got a
18 new phone, there's no -- there's -- your e-mail's not
19 active on it. It's not available to be accessed
20 through -- through your phone until you provide your
21 phone with the credentials and they're submitted, and
22 only then.

23 And -- and, now, you know, with an Android
24 phone, I just provide my Gmail credentials or the same

1 as the Google credentials, the Google account
2 credentials, and -- and I get my -- all my Google
3 services because I provided my phone -- my
4 credentials, they've been accepted by Google and
5 Gmail, and now my phone can sync my contacts, my
6 e-mail, my -- my Google Voice stuff, my Google
7 contacts. All of that stuff is now available and
8 active on my phone, in the sense of the way it's being
9 understood by a person of ordinary skill at -- as part
10 of Claim 1, just like in Bodart.

11 And I'm saying, you know, the Gmail situation
12 is -- I see as a -- very parallel to what's disclosed
13 in Bodart. There's a voice platform. It can
14 integrate and -- and you can access e-mails and send
15 and -- and read e-mails -- or have them read, rather,
16 through the voice platform of Bodart, but you can't do
17 any of that until you provide the system of Bodart
18 your credentials for the e-mails you want to have this
19 -- this second service from a second provider
20 integrated and active within the system of Bodart.

21 (Pause.)

22 (Exhibit 1001 marked for identification.)

23 BY MR. STEPHENS:

24 Q. Dr. Houh, I've dropped into the chat window

1 Exhibit 1001, which is the '254 patent.

2 If you could let me know when you're able to
3 open that?

4 A. (Deponent viewing exhibit.) Okay.

5 Q. If you could look at paragraph -- or -- yeah,
6 Column 13. It should be Page 19 of the PDF.

7 A. (Deponent viewing exhibit.) Okay. What
8 line?

9 Q. Okay. So, about Line 53, there's a paragraph
10 that begins with the word "Additionally."

11 Do you see that?

12 A. (Deponent viewing exhibit.) Yes.

13 Q. So that sentence states, "Additionally,
14 activation data may be sent to the third party
15 provider so that an account is created for the
16 customer by the third party provider to use the
17 SMS messaging application (block 1130)."

18 Do you see that sentence?

19 A. (Deponent viewing exhibit.) Yes.

20 Q. In your opinion, would one of ordinary skill
21 in the art understand the activation data there to
22 relate to the account that's being created with the
23 third-party provider?

24 A. (Deponent viewing exhibit.)

1 MR. GORYUNOV: (Clears throat.)

2 MR. STEPHENS: Counsel, I hope that's not
3 any kind of a signal to the witness.

4 MR. GORYUNOV: That was me clearing my
5 throat, Counsel, I'm sure as the recording would show.

6 A. (Deponent viewing exhibit.)

7 MR. GORYUNOV: (Clears throat.) Also
8 clearing my throat.

9 A. (Deponent viewing exhibit.)

10 MR. GORYUNOV: (Clears throat.)

11 A. (Deponent viewing exhibit.)

12 MR. GORYUNOV: (Clears throat.)

13 A. (Deponent viewing exhibit.) So if you look
14 at the context of this passage, it starts -- it's
15 describing Figure 11, which starts at the bottom of
16 Column 12. But line thir -- Column 13, around Line 13
17 through 15, this example makes it clear that this is
18 what is creating a new account when a new customer
19 subscribes to their SMS application with a telephone
20 number. So this is clear that this example given is
21 for creating new accounts and setting up new -- a new
22 account.

23 Now it does -- and it does -- does use the
24 word "activation" or -- or "activation data" with

1 respect to this -- this. But -- but if you look
2 at Line 19, it says, you know, there's -- there's in
3 -- 20, "interworking data is provided to the primary
4 provider to enable them to make the SMS application
5 work within their network in order to get SMS messages
6 to the SMS application."

7 And, you know, it's clear that that's --
8 information is -- is required to get the application
9 to work within the -- the primary provider's platform.
10 And I think this example is not limited -- limiting
11 activation to only new account creation and that --
12 that is the context of this -- this figure. It's
13 talking about new users, new accounts.

14 But a person of ordinary skill would
15 understand that if you had an existing account with an
16 existing third party, that you would still need to
17 provide it the kind of information necessary to get it
18 to work.

19 And -- and I think that further supports why
20 Bodart's system -- you have an existing account, you
21 don't need a new account. You have an existing e-mail
22 account that you want to get the platform of Bodart to
23 work with, you're going to need to provide the
24 platform of Bodart the right credentials, and then the

1 -- then the -- that -- that second service from a
2 second provider would now become -- that is, e-mail,
3 would now be active within the platform of Bodart.

4 Q. So this particular example, in the patent in
5 Column 13 that we've been discussing, this does use
6 the term "activation" as it relates to creating a new
7 account, but what you're saying is, that's not the
8 only possible use of the term "activation"; is that --
9 is that correct?

10 A. (Deponent viewing exhibit.) You know,
11 Figure 11 is just one embodiment. If you look at
12 Column 12, Line 62, "Referring now to Figure 11, an
13 embodiment of a method 1100 for activating a
14 third-party application is shown." But it's clear
15 from this context of Figure 11 that it's for a new
16 account and a new subscriber.

17 But, you know, a person of ordinary skill
18 would understand that this is not limiting, this is
19 just one embodiment that's disclosed. It's not
20 limiting this to only the creation of new accounts
21 with respect to activation data.

22 Activation data could easily -- for an
23 existing account, would include the -- the activation
24 could include sending the username and password to the

1 platform to verify that that was -- it was indeed
2 correct. And that's what I talk about within the
3 system of Bodart, a person of ordinary skill would
4 recognize that activating a second account or a second
5 service with a second provider includes.

6 Q. Could you share an example from the
7 '254 patent of the term "activating" being used more
8 in line with how you understand it in terms of
9 providing access to a service within a particular
10 platform or on a particular device?

11 A. (Deponent viewing exhibit.)

12 Q. And just to be clear, my question was, could
13 you. I'm asking if you are able to provide such an
14 example.

15 A. (Deponent viewing exhibit.)

16 MR. GORYUNOV: (Clears throat.)

17 A. (Deponent viewing exhibit.) So if you look
18 at Column 10, in the description of Figure 8, what it
19 talks about here, it's -- it's "an embodiment of a
20 method 800 for activating a service for a first user
21 is shown."

22 And we can go through these, and let's go
23 through them, because I think Bodart is consistent
24 with this description here. And what it says here,

1 actually, is -- at the end of that paragraph, around
2 Line 7 -- "It should be noted that in various
3 embodiments of the method described below, one or more
4 of the elements described may be performed
5 concurrently, in a different order than shown, or may
6 be in -- omitted entirely. Other additional elements
7 may also be performed as desired." So that's --
8 that's the description of Figure 8.

9 And if you look at the description -- so
10 there's a request to activate the service for a
11 user -- this is Line 12 -- "and associate the service
12 with the user's telephone number may be received by a
13 first provider." And so that's -- that's the user of
14 Bodart wanting to associate their -- their existing
15 e-mail account with the system of the voice platform
16 of Bodart.

17 Q. Well, if I may, Dr. Houh, is this paragraph
18 discussing Bodart?

19 A. Well, this is the -- this is the '254 patent,
20 I'm --

21 Q. Right.

22 A. I'm --

23 Q. Well, you're -- you're talking about --

24 A. A person of --

1 (Whereupon, parties speaking at the same
2 time.)

3 (Reporter interruption.)

4 A. This -- this would be recognized -- like you
5 said, is this discussing what I am pointing to in
6 Bodart. And I said, a person of ordinary skill would
7 recognize that this is covering the situation that I'm
8 -- and I'll tell you how right -- right now, if you'll
9 let me finish.

10 But no, it doesn't use the word "Bodart."
11 It's not referring to Bodart. It doesn't directly
12 reference the Bodart reference. What I'm saying is, a
13 person of ordinary skill -- you -- you asked me if --
14 if something in the '254 -- well -- you know, and --
15 and I'm showing you where in the '254 this -- this
16 situation I pointed to in Bodart, is parallel to this
17 description.

18 And so the service may be provided by a
19 second provider, and the second provider may be
20 different than the first provider. So that, in
21 Bodart, if you're running the voice platform and your
22 e-mail platform is different, that's -- that's
23 matching the situation.

24 And there's another embodiment where the --

1 it's -- it's the same -- so that -- that's clearly not
2 applicable. And it's that the -- the uni -- the
3 unified storefront may allow the user to select these
4 services and applications for activation. So that's
5 like the system of Bodart allowing the user to select
6 between IM and e-mail and the different types of
7 integration services it has.

8 "Next, the first provider may forward the
9 request to activate the service to the unified
10 services [sic] platform." And that's just getting
11 the -- the -- you know, the platf -- the platform
12 of Bodart is the -- is like that -- that platform.
13 In these embodiments, the method 800 may skip
14 block 810. Well, we already established -- and the
15 spec of the '254 already establishes that you can omit
16 any of these steps.

17 "Next, the unified service enabler platform
18 may extract the appropriate information from the
19 request [sic]. The extracted information may include
20 the user's telephone number and other information
21 needed to activate the service." So, just like that,
22 it's saying, you know, in Bodart, the username and
23 password is needed to activate the service.

24 "Next, using the extracted information, the

1 unified service enabled platform may send the user's
2 telephone number and other relevant data to the second
3 provider to activate the service and associate the
4 service with the user's telephone number." And so,
5 that's just like what I'm saying in Bodart, which is
6 that the system of Bodart sends the username/password
7 to the e-mail platform, which is used to activate the
8 service. And, again, it -- you know, it says here,
9 you can send the telephone number, but clearly, that
10 can be omitted as well. It's just this other data is
11 necessary to activate the service.

12 And then it goes on to say, "The unified
13 service enabler plat" -- this is Line 38 -- "may
14 provide the user's telephone number to the second
15 provider as an ID of the user." Well, it can do that,
16 but, you know, we already have a username.

17 Then it goes to -- it goes on to talk about
18 this separate API. And -- and I would say there, that
19 -- that's a parallel to what's disclosed in Bodart,
20 which is, it's about activating this other service by
21 sending relevant data to the service for activation.
22 That's what Figure 8 is -- and this description of
23 Figure 8 is describing. I think that's -- Bodart is
24 an example of this very process that's being outlined

1 here in Figure 8, and it's talking about for
2 activating a service.

3 Q. So I read -- I read along with you, Dr. Houh,
4 and all of the language that I see is at least as
5 consistent with creating a new account as it is with,
6 say, configuring a particular device or platform to
7 access a service.

8 What, in the language of this example that
9 you gave, tells you that it's more in line with the
10 example that -- that you provide from Bodart as
11 opposed to creating a new account for a new service?

12 A. Well, I'm glad you say that -- asked the
13 question the way you asked it, because it provides
14 evidence that it shouldn't be -- activating shouldn't
15 be limited to only creating new accounts. As you just
16 said, it's consistent with the example of either one.

17 And so -- and this is consistent with the
18 teaching of -- of Bodart as well, in terms of this --
19 this flow and the description of Figure 8. So it is
20 consis -- it is why there's no basis for limiting the
21 construction of activating a second service with a
22 second provider, or whatever the language is, to only
23 the first time you set it up creating a new account.
24 This is consistent with both. It could be both. It

1 doesn't say one way or the other whether it's a new
2 account or not, like the -- like in the description of
3 Figure 11, at least I don't see the word "new" here.

4 (Deponent viewing exhibit.) Let me take a
5 look. Sorry, the Figure 11, where were we looking? I
6 don't think that was -- I don't remember what column
7 that Figure 11 was.

8 Q. I believe it was Column 13.

9 A. (Deponent viewing exhibit.) Okay. But
10 anyway, I mean, I think that does talk about a new --
11 a new subscriber and a new account. But this one only
12 -- well, it talks about a new telephone number, but
13 clearly, it also says that all these, you know,
14 certain steps may be omitted.

15 And so, this is consistent, like you said in
16 your question, with -- with -- with an existing
17 account or a new account. And this is how you
18 activate the service within the platform when you have
19 an existing account with another -- a second provider.
20 And --

21 Q. Well, I think you may have misheard --

22 A. -- what -- this outlines exactly -- I showed
23 you how Bodart parallels with this disclosure of
24 Figure 8.

1 Q. Well, I think you may have misheard my --
2 that phrasing in my question, Dr. Houh, but that's not
3 important here.

4 The -- my question was, what language in this
5 example do you consider to be more consistent with the
6 example of providing access through a particular
7 platform as opposed to creating a new account? And I
8 -- I didn't hear any particular language from this
9 example. Did I miss something?

10 A. Well, I mean, this example is not limited to
11 a -- only the creation of a new account.

12 (Deponent viewing exhibit.) And this talks
13 about the data necessary -- let me see. What was
14 that? You know, we read it. Let me find it again.

15 You know, it's extracting the appropriate
16 information from the request. That's Line 31 of
17 Column 10. "The extracted information may include the
18 user's telephone number" -- sorry, line 32 -- "and
19 other information needed to activate the service."

20 So it's clearly that, in order to activate
21 the service of -- of having access to your e-mail
22 through the platform -- the voice platform of Bodart,
23 you need a username and password, and that's other
24 data. So this is consistent with -- with -- with the

1 -- the -- what I describe in Bodart as meaning
2 activating the second service with a second provider.

3 Q. If you could, Dr. Houh, if you look at
4 Line 40 of Paragraph 10 in the '254 patent, it starts
5 with the sentence, you know, towards the end of that
6 Line 40, "In one embodiment, traditional customers who
7 are not connected to the unified service enabler
8 platform may utilize a first API for interfacing to
9 the second provider when activating the service."

10 Do you see that sentence?

11 A. (Deponent viewing exhibit.) Yeah.

12 Q. So that's one that you skipped over in your
13 explanation of the example, and I just -- I want to
14 come back to it and understand, is -- is -- the
15 unified service enabler platform, is that what you are
16 mapping to the -- to Bodart's virtual assistant in
17 your, you know, explanation of how Bodart would apply
18 to the claims? Is that correct?

19 A. (Deponent viewing exhibit.) Well, I mean, as
20 -- as the description of this Figure 8, this whole
21 section says, you can omit certain steps. So some
22 steps may not be relevant. And this is -- is clearly
23 saying that it's in one embodiment. It doesn't say,
24 in every single embodiment, right, it doesn't say

1 that. So --

2 Q. If I may, Dr. Houh, that did not answer my
3 question.

4 A. Yeah, give me a second. I will -- I'm trying
5 to answer your question.

6 Q. Oh, okay.

7 A. I have to look it up.

8 Q. I thought you were done. Thank you.

9 A. (Deponent viewing exhibit.) Yeah.

10 MR. GORYUNOV: (Clears throat.)

11 A. (Deponent viewing exhibit.) I'm not sure
12 exactly what mapping you're -- the unified services
13 platform, but the -- the claim recites a server.

14 And so, if you look at the -- my original
15 Exhibit 1003, starting at line -- at Paragraph 88 and
16 then also Paragraph 97, those sections talk about the
17 virtual assistant, how they can run on remote servers,
18 and that would be the servers, and that they provide
19 -- they're utilized by a first provider to provide
20 first services. So I discuss all those things. So
21 it's -- the server is not the virt -- the virtual
22 assistant 101 running on, that I'm mapping the se --
23 servers to.

24 And then the -- and that's consistent -- and

1 it's the same set of servers where -- where later
2 recitations of ser -- of the server in Claim 1 are.
3 And I discuss those sections in my initial
4 declaration, that mapping and how it satisfies the
5 server and the function around -- performed by the
6 server. And -- and that's, for example, at --
7 starting at Paragraph 97 in Exhibit 1003.

8 Q. Okay. Well, this example that starts at
9 Line 4 in Column 10 of the patent that you pointed me
10 to, you were saying that it is similar to or
11 consistent with how you're reading Bodart and the term
12 "activate" in the claim.

13 So I'm trying to understand -- you know, the
14 unified services platform is referenced many times in
15 this example, and you're saying -- I'm trying to
16 understand how it is that you're saying it's -- it's
17 similar -- that this example is similar to Bodart.

18 So where do we have, you know, a server
19 sending login credentials to a separate service, and
20 how does the unified services platform fit into that?

21 A. Are you asking about Bodart or what the '254
22 is saying here?

23 Q. Well, I'm asking about the '254, but you
24 brought up Bodart saying it was consistent with --

1 with this example, so I'm trying to, you know, align
2 those in my head so I can understand, when you say
3 it's consistent, you know, what is the -- the unified
4 services platform.

5 A. Yeah, it's -- well, if you look at the --
6 what I'm focusing on here is the -- it's the other
7 information you need to activate the service, and that
8 the extracted information is sent to the second
9 provider to activate the service and associate the
10 service with the user's telephone number, it's -- it's
11 that that I'm focusing on. And it's -- and that --
12 that certainly is consistent with it. This doesn't
13 require the creation of a new account.

14 You know, it's clear that this description is
15 consistent with both, and it's certainly not limited
16 to only the ca -- description of creating new account,
17 as Patent Owner is arguing.

18 And, I mean, I think the -- hopefully the
19 record will show that your question earlier, you even
20 said that it's consistent with both, why should it be
21 -- both interpretations, I'm pretty sure that's what I
22 heard. We can let the record speak for itself.

23 (Deponent viewing exhibit.) But, I -- I
24 mean, I do talk about that in Paragraphs 31, 32

1 and 139 and 140 here, right. So -- so it would've
2 been obvious to a POSITA that the virtual assistant
3 would log into the e-mail service -- this is -- sorry,
4 this is Paragraph 139 in the middle -- "to verify that
5 the email address and password are correct, or to
6 confirm that a connection with the email server can be
7 established."

8 And that's just -- that's -- that is an
9 example of the -- the extracted information and -- and
10 that other information needed to activate the service.
11 You need the username and password to log into your
12 e-mail service to activate it in the platform of
13 Bodart. That is consistent with what this description
14 of Figure 8 is saying.

15 Q. Okay. So what is -- when you say, "to
16 activate it within the platform of Bodart," and you're
17 saying that's consistent with the use of the term
18 "activation" in this example, in the '254 patent,
19 Column 10, what is a corresponding platform that
20 you're activating the application in, in your
21 understanding?

22 A. (Deponent viewing exhibit.) Well, I mean,
23 the description in Column 10 of Figure 8 is not
24 limited to new accounts only. It doesn't say that

1 anywhere. And so this is -- is the voice -- the
2 virtual assistant running on a server is sending the
3 login information. It's obvious that the -- that
4 the -- to the POSITA, that the virtual assistant would
5 log into the e-mail service to verify that the e-mail
6 address and the password are correct, or to confirm
7 that a connection with the e-mail server can be
8 established.

9 And then I go on to talk about Dharmarajan --
10 I hope I'm saying that correctly -- that a POSITA
11 would've found it obvious to incorporate Dha --
12 Dhamar -- Dhamar -- Dharmarajan teachings related to
13 initiating an authenticated session with a server
14 computer with Bodart's virtual assistant. "In this
15 way, the virtual assistant would be able to gain
16 repeated access to the email service without having to
17 provide the email address and password each time."
18 So, "Establishing the authenticated session would
19 'activate' the email service." So that's another
20 example, too.

21 But certainly, just providing that and -- and
22 now allowing the voice platform -- I mean, Bodart is
23 about this virtual assistant that you can call into to
24 perform all these services, including, you know, read

1 -- have your e-mail read to you and things like that.
2 That's -- that's what a person of ordinary skill would
3 understand that -- that Bodart's about.

4 And it's about integrating -- and these were
5 -- these were what people were working on in -- around
6 the late '90s/early 2000s where these unified --
7 unified services platforms that brought together --
8 they were phone, but brought together a e-mail chat,
9 and that's what -- what Bodart is generally about,
10 it's about this virtual assistant that can access your
11 calendar, your contacts, your e-mail, thing -- various
12 information services.

13 Q. So, Dr. Houh, in Column 10, Lines 40 to 43 of
14 the '254 patent, Exhibit 1001, it seems to be talking
15 about a process that's happening separate and apart
16 from the unified service enabler platform that's
17 discussed earlier in this embodiment, and it's
18 referencing the APIs. And it says that, "traditional
19 customers who are not connected to the unified service
20 enabler platform," so I understand that to say, those
21 customers who aren't using the platform, as it's
22 described in this example, they would utilize the
23 first API for interfacing to the second provider when
24 activating the service.

1 How do you understand the term "activating"
2 there? What does it mean in that sentence?

3 A. (Deponent viewing exhibit.) Well, I think
4 it's the same sense that's being described above, but
5 instead of from within the unified services platform,
6 you're now talking about traditional customers who are
7 not connected to the unified services platform.
8 That's all it's saying.

9 And, you know, with respect to what's
10 described in Figure 8, this description, any of these
11 steps may be omitted. And it certainly says it may
12 use it. It doesn't require the usage of this, but
13 it's to activate the service.

14 And to activate the service would be to, then
15 -- you know, it -- like the example in Bodart, you
16 activate the service of the integration in the e-mail
17 within the voice platform, voice assistant of Bodart
18 by providing its credentials.

19 And, you know, if -- if you could do that
20 with a configuration website and an API in Bodart,
21 then -- then -- then I think you're not going through
22 the plat -- the voice assistant itself to set it up
23 and -- and there may -- but that -- that it's -- it's
24 in one embodiment. It said that's in one embodiment.

1 It doesn't say it's -- every embodiment you have to do
2 this. It doesn't require this one way or the other.
3 And the step may be omitted. It could -- it could be
4 done, but it's simply an example of another
5 embodiment.

6 So, I mean, nothing in this description of
7 Figure 8 limits it to only new accounts. And, again,
8 it's consistent with -- you could do this with, you
9 know, new accounts, new subscribers, or you could do
10 this with existing accounts and -- and you activate
11 the -- the service of the e-mail within the voice
12 platform or the unified services platform here by
13 providing the necessary information to activate the
14 service with the platform, which is consistent with
15 what Bodart's teaching about providing username and
16 password.

17 Q. So you're saying that Column 10, Lines 40
18 to 43, that relates only to one embodiment and could
19 be omitted.

20 But do you agree that the term "activating"
21 there, as it's used, is discussing creating a -- you
22 know, implies creation of a new account, not a
23 particular platform, since those users are not
24 connected to the unified service enabler platform?

1 A. (Deponent viewing exhibit.) No, I don't see
2 anything, even in that, that limits it to the creation
3 of a new account. If you want to activate the
4 service, you could be providing your credentials
5 through this API, just like you can send the extracted
6 information and other necessary -- and other
7 information needed to activate the service. This is
8 just saying you're using an API to do it rather than
9 through the platform while you're connected to the
10 platform itself.

11 Q. So you're suggesting that those users --
12 where -- you know, in your understanding of what
13 that's describing, where are those users, then, going
14 to access the -- the service from, what platform?

15 (Pause.)

16 A. (Deponent viewing exhibit.) If you look at
17 Figure 1, Figure 1 has the Unified Services Enabler
18 Platform labeled as 140. And if you look at the
19 description of Figure 1 at Column 3, Line, about, 33,
20 it talks about how, "one embodiment of an end user
21 client connecting to a communications network is
22 shown," and that, at Line 45, "In one embodiment,
23 client 110 may be connected to provider 120 via a
24 landline." And, in another embodiment, client 110 may

1 be connected to provider 120 via a wireless connection
2 or -- or through the PSTN and Internet.

3 And I think, in all those examples, there's
4 no -- it doesn't talk about a connection to the
5 unified services provider enabler platform. And so
6 those are some examples.

7 And in some cases, you could use the API, so
8 you could be connected to the -- to the Internet and
9 something in the Internet could -- what you're
10 connected to could use the API to send the necessary
11 data to activate the service that is -- allow, for
12 example, in Bodart, that -- the integration of your --
13 your existing e-mail account with the platform --
14 voice assistant platform of Bodart. I think that's
15 all consistent with what I've analyzed in Bodart.

16 MR. STEPHENS: Okay. Thank you. I have
17 no further questions on initial cross. Let's go off
18 the record and discuss where to go from here.

19 Is that agreeable?

20 MR. GORYUNOV: Sure. Let's take a
21 ten-minute break.

22 (Off the record at 12:26 p.m.)

23 (Recess taken.)

24 (Back on the record at 12:36 p.m.)

1 MR. GORYUNOV: All right. Back on the
2 record.

3 I have no questions. Dr. Houh will reserve
4 and sign. I'm sorry, review and sign. Whoops.

5 MADAM COURT REPORTER: Okay. So this is
6 Laurie Berg, the court reporter. I'm just going to
7 confirm the orders on the record.

8 I know that I've been given your order
9 already, Attorney Stephens.

10 And I'm going to say your name wrong,
11 Attorney Goryunov, what format would you like to
12 receive your transcript in, is the ten-day turnaround
13 time okay and would you like a rough draft of this
14 transcript?

15 MR. GORYUNOV: I don't need a transcript.
16 I'll just wait for Dr. Houh to receive his copy.

17 MADAM COURT REPORTER: So are -- you're
18 ordering a copy of the transcript, though; meaning,
19 you don't need a rough draft?

20 MR. GORYUNOV: I don't need a rough. I
21 don't need to ord -- I don't need to order anything,
22 but we're reserving the right for Dr. Houh to sign, so
23 he needs to be provided a copy.

24 (Exhibit 1 marked for identification.)

1 (DEPOSITION OF DR. HENRY HOUH concluded
2 at 12:38 p.m.)

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1 COMMONWEALTH OF MASSACHUSETTS

2 MIDDLESEX, SS.

3

4 I, Laurie J. Berg, Certified Court Reporter,
 5 Registered Professional Reporter, Certified Realtime
 6 Reporter, and Notary Public, in and for the
 7 Commonwealth of Massachusetts, do hereby certify that
 8 pursuant to appropriate notice of taking deposition,
 9 there remotely appeared before me the following named
 10 person, to wit: DR. HENRY HOUH, who was by me duly
 11 sworn; that he was thereupon examined upon his oath
 12 and his examination reduced to writing by me; and that
 13 the deposition is a true record of the testimony given
 14 by the witness.

15 IN WITNESS WHEREOF, I have hereunto set my
 16 hand and seal this 22nd day of April, 2024.

17

18 My commission expires:

19 August 30, 2030

20

21

22

23

24

Laurie J. Berg

Notary Public

1 ERRATA SHEET DISTRIBUTION INFORMATION

2 DEPONENT'S ERRATA AND SIGNATURE INFORMATION

3

4 ERRATA SHEET DISTRIBUTION INFORMATION

5 The original of the errata sheet has been
6 delivered to Eugene Goryunov, Esquire.

7 When the errata sheet has been completed by
8 the deponent and signed, a copy thereof should be
9 delivered to each party of record and the ORIGINAL
10 delivered to Jeffrey A. Stephens, Esquire, to whom the
11 original deposition transcript was delivered.

12

13 INSTRUCTIONS TO DEPONENT:

14 After reading this volume of your deposition,
15 indicate any corrections or changes to your testimony
16 and the reasons therefor on the errata sheet supplied
17 to you and sign it. DO NOT make marks or notations on
18 the transcript volume itself. Add additional sheets
19 if necessary. Please refer to the above instructions
20 for errata sheet distribution information.

21

22

23

24

1 PLEASE ATTACH TO THE DEPOSITION OF DR. HENRY HOUH

2 CASE: Cisco Systems, Inc. V.

3 Zilkr Cloud Technologies, LLC

4 DATE TAKEN: April 17, 2024

5

6 ERRATA SHEET

7 Please refer to Page 85 for errata sheet instructions

8 and distribution instructions.

9 PAGE LINE CHANGE/REASON

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1 ERRATA SHEET

2 (continued)

3 PAGE LINE CHANGE/REASON

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13

14 I have read the foregoing transcript of my deposition
 15 and except for any corrections or changes noted above,
 16 I hereby subscribe to the transcript as an accurate
 17 record of the statements made by me.

18 Executed this ____ day of _____, 2024.

19

20

21

22 -----

23 DR. HENRY HOUH

24



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