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EXAMINER

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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte DEBORAH LUCIA, JEFFREY GIUDICI, DAMON KHOURI,
HOANG NGUYEN, MICHAEL SCHROEDER, and STACI TELSEY

Appeal 2019-001673
Application 14/745,375¹
Technology Center 3600

Before ERIC B. CHEN, HUNG H. BUI, and MELISSA A. HAAPALA,
Administrative Patent Judges.

BUI, *Administrative Patent Judge.*

DECISION ON APPEAL

Appellant seeks our review under 35 U.S.C. § 134(a) from the Examiner’s final rejection of claims 1–20, which are all the claims pending in the application. Appeal Br. 21–29 (Claims App.). We have jurisdiction under 35 U.S.C. § 6(b).²

We AFFIRM.

¹ We use the word “Appellant” to refer to “applicants” as defined in 37 C.F.R. § 1.42. The real party in interest is Berkeley Point Capital LLC. Appeal Br. 3.

² Our Decision refers to Appellant’s Appeal Brief (“Appeal Br.”) filed July 30, 2018; Examiner’s Answer (“Ans.”) mailed October 19, 2018; Reply Brief (“Reply Br.”) filed December 18, 2018; Final Office Action (“Final Act.”) mailed March 2, 2018; and original Specification (“Spec.”) filed June 19, 2015.

STATEMENT OF THE CASE

Appellant’s invention relates to “electronic systems and methods for managing risk, such as insurance risk.” Spec. ¶ 2. According to Appellant, the “electronic data management system” (1) “tracks and displays [e.g., to users], for a plurality of different loans or other financial instruments, information related to the loans, such as information about the status of the loan or other financial instrument (e.g., whether a particular loan is in effect), availability and status of documentation related to the loan, payment information, and other information” and (2) “generate[s] communications such as auto-generated letters for communicating information (such as action items, status reports, deficiency notices, etc.) to various relevant parties such as a borrower, lender, insurance provider, mortgage holder or servicer, title holder, title company, bank, or other entity.” Spec. ¶¶ 4, 24–25; Abstract.

Claims 1, 19, and 20 are independent. Claim 1 is illustrative of the claimed subject matter, as reproduced below with disputed limitations in *italics*:

1. A method comprising:
for each of a plurality of properties that each comprise collateral for one or more loans each having insurance policy requirements, receiving, by at least one processor in electronic communication with at least one memory having at least one database, insurance information concerning each of one or more insurance policies associated with the respective property, in which the insurance information comprises compliance information indicative of whether one or more predetermined insurance policy requirements applicable to the respective one or more insurance policies associated with the respective property have been satisfied, the one or more predetermined insurance policy requirements comprising a first policy requirement applicable to a first insurance policy and a second policy requirement applicable to a second insurance policy;

based on the received compliance information, determining, by the at least one processor, for each of the one or more loans on each of the plurality of properties, whether each of the respective one or more predetermined insurance policy requirements have been satisfied, in which the act of determining whether each of the respective one or more predetermined insurance policy requirements have been satisfied comprises (1) determining that the first policy requirement associated with the first insurance policy has been satisfied and (2) determining that the second policy requirement associated with the second policy has not been satisfied;

populating, by the at least one processor, the at least one database based on the received insurance information, in which the act of populating the at least one database comprises (1) storing, in a first database entry associated with the first insurance policy, information indicating that the first policy requirement has been satisfied and (2) storing, in a second database entry associated with the second insurance policy, information indicating that the second policy requirement has not been satisfied;

[1] *receiving*, by the at least one processor, from a first workstation *a first request for information about whether the first policy requirement has been satisfied*;

responsive to the first request, querying, by the at least one processor, the first database entry;

responsive to querying the first database entry, causing, by the at least one processor, first indicia indicating that the first policy requirement has been satisfied to be displayed at a graphical user interface;

[2] *receiving*, by the at least one processor, *a second request for information about whether the second policy requirement has been satisfied*;

responsive to the second request, querying, by the at least one processor, the second database entry;

responsive to querying the second database entry, causing, by the at least one processor, second indicia indicating that the second policy requirement has not been satisfied to be displayed at a graphical user interface;

after causing the second indicia to be displayed, receiving, by the at least one processor, updated compliance information; determining, by the at least one processor, that the second policy requirement has been satisfied based on the updated compliance information;

[3] *receiving*, by the at least one processor, *a third request for information about whether the second policy requirement has been satisfied*; and

responsive to the third request, causing, by the at least one processor, third indicia indicating that the second policy requirement has been satisfied to be displayed at a graphical user interface.

Appeal Br. 21–22 (Claims App.) (bracketing added).

EXAMINER’S REJECTIONS & REFERENCES

(1) Claims 1–20 stand rejected under 35 U.S.C. § 101 because the claimed invention is directed to a patent-ineligible subject matter. Final Act. 14–45.

(2) Claims 1–9, 11–17, 19, and 20 stand rejected under 35 U.S.C. § 102(a)(1) as being anticipated by Dillard (US 2007/0233527 A1; published Oct. 4, 2007). Final Act. 46–62.

(3) Claim 10 stands rejected under 35 U.S.C. § 103(a) as being obvious over Dillard. Final Act. 63–64.

(4) Claim 18 stands rejected under 35 U.S.C. § 103(a) as being obvious over Dillard and Dillard (US 2005/0086084 A1; published Apr. 21, 2005; “Dillard II”). Final Act. 62–63.

DISCUSSION

35 U.S.C. § 101: Patent-Ineligible Subject Matter

In support of the § 101 rejection of claims 1–20, the Examiner determines that representative claim 1 recites “managing compliance for a plurality of insurance policies,” which is considered “a fundamental economic practice” as a certain “method of organizing human activity” because all steps recited relate to insurance services rendered to homeowners and/or a series of “mental processes” that can be performed in the human mind or by using pen and paper. Final Act. 14–17; Ans. 5–6.

The Examiner then determines additional elements (i.e., “processor,” “database” and “graphical user interface”), when analyzed individually and as an ordered combination, do not amount to significantly more than the abstract idea because these additional elements are (1) “[g]eneric computers performing generic computer functions,” (2) “do not provide improvements to another technology or technical field,” or “improvements to the functioning of the computer itself,” and (3) “do not provide meaningful limitations beyond general linking the use of an abstract idea to a particular technological environment.” Final Act. 21–22.

Legal Framework

To determine whether claims are patent eligible under § 101, we apply the Supreme Court’s two-step framework articulated in *Alice Corp. v. CLS Bank Int’l*, 573 U.S. 208 (2014). First, we determine whether the claims are directed to a patent-ineligible concept: laws of nature, natural phenomena, and abstract ideas. *Id.* at 216. If so, we then proceed to the second step to consider the elements of the claims “individually and ‘as an ordered combination’” to determine whether there are additional elements that

“‘transform the nature of the claim’ into a patent-eligible application.” *Id.* at 217. In other words, the second step is to “search for an ‘inventive concept’—*i.e.*, an element or combination of elements that is ‘sufficient to ensure that the patent in practice amounts to significantly more than a patent upon the [ineligible concept] itself.’” *Id.* at 218 (alteration in original, internal quotation marks omitted).

The Federal Circuit has described the *Alice* step-one inquiry as looking at the “focus” of the claims, their “character as a whole,” and the *Alice* step-two inquiry as looking more precisely at what the claim elements add—whether they identify an “inventive concept” in the application of the ineligible matter to which the claim is directed. *See Enfish, LLC v. Microsoft Corp.*, 822 F.3d 1327, 1335–36 (Fed. Cir. 2016); *Internet Patents Corp. v. Active Network, Inc.*, 790 F.3d 1343, 1346 (Fed. Cir. 2015).

In an effort to achieve clarity and consistency in how the U.S. Patent and Trademark Office (the “Office”) applies the Supreme Court’s two-step framework, the Office has published revised guidance interpreting governing case law and establishing a framework for all patent-eligibility analysis under *Alice* and § 101 effective as of January 7, 2019. *See 2019 Revised Patent Subject Matter Eligibility Guidance*, 84 Fed. Reg. 50–57 (Jan. 7, 2019) (“2019 Revised Guidance”) and October 2019 Patent Eligibility Guidance Update (October 2019 Update), as currently reflected in the Manual of Patent Examination Procedure (MPEP) §§ 2103, 2104, 2105, 2106 and 2106.03 through 2106.07(c).

2019 Revised Guidance

Under the 2019 Revised Guidance, we first look under *Alice* step 1 or “Step 2A” to whether the claim recites:

- (1) Prong One: any judicial exceptions, including certain groupings of abstract ideas (i.e., [i] mathematical concepts, [ii] mental processes—concepts performed in the human mind (including an observation, evaluation, judgment, opinion), or [iii] certain methods of organizing human activity such as a fundamental economic practice or managing personal behavior or relationships or interactions between people); and
- (2) Prong Two: additional elements that integrate the judicial exception into a practical application (*see* Manual of Patent Examining Procedure (“MPEP”) §§ 2106.05(a)–(c), (e)–(h)).³

See 2019 Revised Guidance, 84 Fed. Reg. at 51–52, 55, Revised Step 2A, Prong One (Abstract Idea) and Prong Two (Integration into A Practical Application). Only if a claim: (1) recites a judicial exception, and (2) does not integrate that exception into a practical application, do we then evaluate whether the claim provides an “inventive concept” under *Alice* step 2 or “Step 2B.” *See* 2019 Revised Guidance at 56; *Alice*, 573 U.S. at 217–18. For example, we look to whether the claim:

- 1) adds a specific limitation beyond the judicial exception that is not “well-understood, routine, conventional” in the field (*see* MPEP § 2106.05(d)); or
- 2) simply appends well-understood, routine, and conventional activities previously known to the industry, specified at a high level of generality, to the judicial exception.

See 2019 Revised Guidance, 84 Fed. Reg. at 56.

³ All references to the MPEP are to the Ninth Edition, Revision 08.2017 (rev. Jan. 2018).

Alice/Mayo—Step 1 (Abstract Idea)
Step 2A—Prongs 1 and 2 identified in the Revised Guidance

Step 2A—Prong 1

Turning now to the first step of the *Alice* inquiry, Appellant does not dispute the Examiner’s determination that claim 1 recites “managing compliance for a plurality of insurance policies” that are considered as (1) “mental processes” and/or (2) “a fundamental economic practice” as a certain “method of organizing human activity.” *See* Final Act. 14–17; Ans. 5–6. Instead, Appellant argues claim 1 is not directed to an abstract idea because (1) the Examiner “oversimplifies the claims by looking at them generally and failing to account for the specific requirements recited in the claims”; and (2) the Examiner fails to cite (i) “an appropriate court decision that supports the identification of the subject matter recited in the claim language as an abstract idea” and (ii) “a court decision that is ‘reasonably tied to the facts of the case.’” Appeal Br. 11 (emphasis omitted). Appellant asserts the Examiner instead relies “upon language taken out of context.” *Id.*

Appellant’s arguments are not persuasive. At the outset, we note Appellant’s Specification and claims describe “electronic systems and methods for managing risk, such as insurance risk.” Spec. ¶ 2. According to Appellant, the “electronic data management system” is used to (1) “track[] and display[] [e.g., to users], for a plurality of different loans or other financial instruments, information related to the loans, such as information about the status of the loan or other financial instrument (e.g., whether a particular loan is in effect), availability and status of documentation related to the loan, payment information, and other information” and (2) “generate communications such as auto-generated letters for communicating

information (such as action items, status reports, deficiency notices, etc.) to various relevant parties such as a borrower, lender, insurance provider, mortgage holder or servicer, title holder, title company, bank, or other entity.” Spec. ¶¶ 4, 24–25; Abstract.

For example, Appellant’s claim 1 recites a method comprising:

[1] . . . receiving . . . insurance information concerning each of one or more insurance policies associated with the respective property, in which the insurance information comprises compliance information indicative of whether one or more predetermined insurance policy requirements applicable to the respective one or more insurance policies associated with the respective property have been satisfied, the one or more predetermined insurance policy requirements comprising a first policy requirement applicable to a first insurance policy and a second policy requirement applicable to a second insurance policy;

[2] based on the received compliance information, determining . . . whether each of the respective one or more predetermined insurance policy requirements have been satisfied, in which the act of determining whether each of the respective one or more predetermined insurance policy requirements have been satisfied comprises (1) determining that the first policy requirement associated with the first insurance policy has been satisfied and (2) determining that the second policy requirement associated with the second policy has not been satisfied;

[3] populating . . . the at least one database based on the received insurance information, in which the act of populating the at least one database comprises (1) storing, in a first database entry associated with the first insurance policy, information indicating that the first policy requirement has been satisfied and (2) storing, in a second database entry associated with the second insurance policy, information indicating that the second policy requirement has not been satisfied;

[4] receiving . . . a first request for information about whether the first policy requirement has been satisfied;

[5] responsive to the first request, querying . . . the first database entry;

[6] responsive to querying the first database entry, causing . . . first indicia indicating that the first policy requirement has been satisfied to be displayed at a graphical user interface;

[7] receiving . . . a second request for information about whether the second policy requirement has been satisfied;

[8] responsive to the second request, querying . . . the second database entry;

[9] responsive to querying the second database entry, causing . . . second indicia indicating that the second policy requirement has not been satisfied to be displayed at a graphical user interface;

[10] after causing the second indicia to be displayed, receiving . . . updated compliance information;

[11] determining . . . that the second policy requirement has been satisfied based on the updated compliance information;

[12] receiving . . . a third request for information about whether the second policy requirement has been satisfied; and

[13] responsive to the third request, causing . . . third indicia indicating that the second policy requirement has been satisfied to be displayed at a graphical user interface.

Appeal Br. 21 (Claims App.) (bracketing added).

As correctly recognized by the Examiner, the limitations of Appellant’s claim 1, under their broadest reasonable interpretation, recite all the steps necessary for “managing compliance for a plurality of insurance policies [on real properties or other collaterals],” including “receiving . . . insurance information concerning each of one or more insurance policies associated with the respective property” and “determining . . . whether each of the respective one or more predetermined insurance policy requirements have been satisfied”—which are known business activities and a fundamental economic practice in our system of commerce, especially in the context of tracking, managing, and selling proper insurance policies to those companies that collateralize loans—one of the certain methods of organizing human activity identified in the Revised Guidance, and therefore an abstract idea. *See Revised Guidance (Revised Step 2A, Prong One)*, 84 Fed. Reg. at 52 (describing an abstract idea category of “[c]ertain methods of organizing human activity—fundamental economic principles or practices . . . commercial or legal interactions (including . . . advertising, marketing or sales activities or behaviors; business relations)”), 54. Final Act. 15–16 (citing Spec. ¶¶ 25–27).

Such activities are squarely within the realm of abstract ideas, like (1) the risk hedging in *Bilski v. Kappos*, 561 U.S. 593 (2010); (2) the intermediated settlement in *Alice*, 573 U.S. at 220; (3) verifying credit card transactions in *CyberSource*, 654 F.3d at 1370; (4) guaranteeing transactions in *buySAFE, Inc. v. Google, Inc.*, 765 F.3d 1350, 1354 (Fed. Cir. 2014); (5) distributing products over the Internet in *Ultramercial, Inc. v. Hulu, LLC*, 772 F.3d 709 (Fed. Cir. 2014); (6) determining a price of a product offered to a purchasing organization in *Versata Dev. Grp., Inc. v. SAP America, Inc.*,

793 F.3d 1306 (Fed. Cir. 2015); (7) pricing a product for sale in *OIP Techs., Inc. v. Amazon.com, Inc.*, 788 F.3d 1359 (Fed. Cir. 2015); and (8) delivering user-selected media content (i.e., targeted advertisement) to a portable device in *Affinity Labs of Texas, LLC v. Amazon.com*, 838 F.3d 1266, 1269, 1271 (Fed. Cir. 2016). Managing compliance for a plurality of insurance policies on real properties or other collaterals is also a building block of commerce and stock market and, like risk hedging and intermediated settlement, is an “abstract idea” beyond the scope of § 101. *See Alice*, 573 U.S. at 220.

Alternatively, these limitations of Appellant’s claim 1, under their broadest reasonable interpretation, recite nothing more than a series of steps of “managing compliance for a plurality of insurance policies [on real properties or other collaterals]” which are a series of “mental processes” that could also be performed in the human mind or by a human using a pen and paper (including an observation, evaluation, judgment, opinion), and therefore an abstract idea. Final Act. 5–6; *see CyberSource Corp. v. Retail Decisions, Inc.*, 654 F.3d 1366, 1372–73 (Fed. Cir. 2011) (“[A] method that can be performed by human thought alone is merely an abstract idea and is not patent-eligible under § 101.”); *see also In re Comiskey*, 554 F.3d 967, 979 (Fed. Cir. 2009) (“[M]ental processes—or processes of human thinking—standing alone are not patentable even if they have practical application.”); *Gottschalk v. Benson*, 409 U.S. 63, 67 (1972) (“Phenomena of nature, . . . *mental processes*, and abstract intellectual concepts are not patentable, as they are the basic tools of scientific and technological work.” (Emphasis added)). Additionally, mental processes remain unpatentable even when automated to reduce the burden on the user of what once could

have been done with pen and paper. *CyberSource*, 654 F.3d at 1375 (“That purely mental processes can be unpatentable, even when performed by a computer, were precisely the holding of the Supreme Court in *Gottschalk v. Benson*.”).

For example, limitations (1)–(3) in claim 1 describe several steps performed by an insurance administrator (person) who is tasked to “receiv[e] . . . insurance information concerning each of one or more insurance policies associated with the respective property” and “determin[e] . . . whether each of the respective one or more predetermined insurance policy requirements have been satisfied” and then store the same in a bookcase (database). *See* Spec. ¶¶ 25–27, 45–46.

Limitations (4)–(13) in claim 1 describe a series of steps performed by the same insurance administrator (person) who is tasked to review and observe various policy requirements, and provide a visual indication that these policy requirements have been satisfied using a pen and paper.

Thus, under Step 2A, Prong One, we agree with the Examiner that limitations (1)–(13) in Appellant’s claim 1 recite “managing compliance for a plurality of insurance policies [on real properties or other collaterals],” that are nothing more than a fundamental economic practice and/or a series of “mental processes” as identified in the Revised Guidance, and thus, an abstract idea. *See* 2019 Revised Guidance (*Revised Step 2A, Prong One*), 84 Fed. Reg. at 52, 54.

Step 2A—Prong 2 (Integration into Practical Application)

Under *Revised Step 2A, Prong Two* of the Revised Guidance, we must determine if the claim (i.e., additional limitations beyond the judicial exception) integrates the judicial exception into a practical application. We

discern no additional element (or combination of elements) recited in Appellant’s claim 1 that integrates the judicial exception into a practical application. *See* Revised Guidance, 84 Fed. Reg. at 54–55 (“Prong Two”).

For example, the additional elements (i.e., “processor,” “database” and “graphical user interface”) recited in claim 1 do not (1) improve the functioning of a computer or other technology, (2) are not applied with any particular machine (except for generic computer components), (3) do not effect a transformation of a particular article to a different state, and (4) are not applied in any meaningful way beyond generally linking the use of the judicial exception to a particular technological environment, such that the claim as a whole is more than a drafting effort designed to monopolize the exception. *See* MPEP §§ 2106.05(a)–(c), (e)–(h).

Appellant argues, like the claims in *Core Wireless S.A.R.L. v. LG Electronics, Inc.*, 880 F.3d 1356 (Fed. Cir. 2018), “the claims recite specific ways of rendering data on an improved graphical user interface” and, as such, provide “an improvement to the functioning of the computer.” Appeal Br. 11 (original emphasis omitted). According to Appellant,

the claims of the instant case [] recite an improved user interface with precise language delimiting the type of data to be displayed (*e.g.*, “responsive to querying the first database entry, causing ... first indicia indicating that the first policy requirement has been satisfied to be displayed at a graphical user interface . . . receiving . . . a second request for information about whether the second policy requirement has been satisfied . . . responsive to querying the second database entry, causing . . . second indicia indicating that the second policy requirement has not been satisfied to be displayed at a graphical user interface”).

Appeal Br. 13 (original emphasis omitted).

Appellant also argues, like the claims in *McRO, Inc. v. Bandai Namco Games America, Inc.*, 837 F.3d 1299 (Fed. Cir. 2016), “the claims recite rules that **improve the technological process through a specific implementation of content via graphical user interafces** [sic, interfaces].” Appeal Br. 14.

Appellant’s arguments are not persuasive. As correctly recognized by the Examiner, “[t]here is no improvement to the technology of the GUI (the graphical user interface) it is operating in exactly the same way it was designed to function, (functions of inputting and displaying insurance data).” Ans. 14. *Core Wireless* is not applicable because the claims in *Core Wireless* are directed to an improved user interface for computing devices, in which “an application summary that can be reached directly from the menu,” specify a particular manner by which the summary window must be accessed and a specific manner of displaying a limited set of information to the user, resulting in “an improved user interface for electronic devices,” whereas Appellant’s claims only use a generic user interface, as shown in Figure 2, to display various types of information (e.g., insurance, load, and compliance information) to allow an administrator to track, manage, and display (e.g., to users) information related to a plurality of different loans. Spec. ¶¶ 3–4, 24–25, Figures 10–54.

Contrary to Appellant’s argument, neither the “first indicia indicating that the first policy requirement has been satisfied” nor the “second indicia indicating that the second policy requirement has not been satisfied” improve the functionality or configuration of a graphical user interface (GUI) as recited in claim 1.

Appellant's reliance on *McRO* is also misplaced. *See* Appeal Br. 14. For example, *McRO's* '576 patent (U.S. Patent No. 6,307,576) describes computer software for matching audio to a 3D animated mouth movement to provide lip-synched animation. *McRO's* claims contain (i) specific limitations regarding a set of rules that “define[] a morph weight set stream as a function of phoneme sequence and times associated with said phoneme sequence” to enable computers to produce “accurate and realistic lip synchronization and facial expressions in animated characters” (*McRO*, 837 F.3d at 1313) and, when viewed as a whole, are directed to (ii) a “technological improvement over the existing, manual 3–D animation techniques” that uses “limited rules in a process specifically designed to achieve an improved technological result in conventional industry practice.” *Id.* at 1316.

In contrast to *McRO*, Appellant's Specification and claims do not describe “an improvement to the functioning of a computer.” Ans. 12. Rather, Appellant's Specification and claims describe an “electronic data management system” used to (1) “track[] and display[] [e.g., to users], for a plurality of different loans or other financial instruments, information related to the loans, such as information about the status of the loan or other financial instrument (e.g., whether a particular loan is in effect), availability and status of documentation related to the loan, payment information, and other information” and (2) “generate communications such as auto-generated letters for communicating information (such as action items, status reports, deficiency notices, etc.) to various relevant parties such as a borrower, lender, insurance provider, mortgage holder or servicer, title holder, title company, bank, or other entity.” Spec. ¶¶ 4, 24–25; Abstract.

For business-centric inventions such as Appellant’s invention involving “managing compliance for a plurality of insurance policies [on real properties or other collaterals],” including tracking, managing, and selling proper insurance policies to those companies that collateralize loans, the “integration into a practical application” prong requires consideration of whether the claims purport to provide “a technical solution to a technical problem” as required by the Federal Circuit’s precedential decisions in (1) *DDR Holdings, LLC v. Hotels.com, L.P.*, 773 F.3d 1245, 1257 (Fed. Cir. 2014) and (2) *Amdocs (Isr.) Ltd. v. Openet Telecom, Inc.*, 841 F.3d 1288 (Fed. Cir. 2016). *See* MPEP § 2106.05(a).

For example, the Federal Circuit found *DDR*’s claims are patent-eligible under 35 U.S.C. § 101 because *DDR*’s claims: (1) do not merely recite “the performance of some business practice known from the pre-Internet world” previously disclosed in *Bilski* and *Alice*; but instead (2) provide a technical solution to a technical problem unique to the Internet, *i.e.*, a “solution . . . necessarily rooted in computer technology in order to overcome a problem specifically arising in the realm of computer networks.” *DDR*, 773 F.3d at 1257. Likewise, the Federal Circuit also found *Amdocs*’ claims patent-eligible under 35 U.S.C. § 101 because like *DDR*, *Amdocs*’ claims “entail[] an unconventional technological solution (enhancing data in a distributed fashion) to a technological problem (massive record flows which previously required massive databases)” and “improve the performance of the system itself.” *Amdocs*, 841 F.3d at 1300, 1302.

In contrast, Appellant’s invention—involving “managing compliance for a plurality of insurance policies [on real properties or other

collaterals]”—does not provide any “technical solution to a technical problem.” *See* MPEP § 2106.05(a).

The focus of Appellant’s invention is not to improve the performance of computers or any underlying technology. Instead, there is no support from Appellant’s Specification for any feature that would improve any existing computer technology or would overcome any problem arising in the realm of computer networks. Instead, Appellant’s claims seek to utilize a generic computer as a tool to perform the recited abstract idea, i.e., to solve a business problem for identifying risks. Spec. ¶¶ 3–4, 25–27.

Contrary to Appellant’s arguments, using generic computer components does not provide any “technical solution to a technical problem” as contemplated by the Federal Circuit in *DDR* (*see* MPEP § 2106.05(a)), and is insufficient to show “integration into a practical application.” *See* MPEP § 2106.05(f). Instead, these generic computer components are simply the “automation of the fundamental economic concept.” *OIP Techs.*, 788 F.3d at 1362–63. “[M]erely requir[ing] generic computer implementation,” “does not move into [§] 101 eligibility territory.” *buySAFE*, 765 F.3d at 1354 (second alteration in original).

A claim for a new abstract idea is still an abstract idea. *See Synopsys, Inc. v. Mentor Graphics Corp.*, 839 F.3d 1138, 1151 (Fed. Cir. 2016). “No matter how much of an advance in the finance field the claims recite, the advance lies entirely in the realm of abstract ideas, with no plausibly alleged innovation in the non-abstract application realm.” *See SAP America, Inc. v. InvestPic, LLC*, 898 F.3d 1161, 1163 (Fed. Cir. 2018).

For these reasons, we are not persuaded that Appellant’s “additional elements” recited in claims 1–20 integrate the abstract idea into a practical

application. As such, we agree with the Examiner that the claims are “directed to” an abstract idea.

Alice/Mayo—Step 2 (Inventive Concept)
Step 2B identified in the Revised Guidance

Under the 2019 Revised Guidance, only if a claim: (1) recites a judicial exception, and (2) does not integrate that exception into a practical application, do we then look to whether the claim adds a specific limitation beyond the judicial exception that is not “well-understood, routine, conventional” in the field (*see* MPEP § 2106.05(d)); or, simply appends well-understood, routine, conventional activities previously known to the industry, specified at a high level of generality, to the judicial exception. *See* 2019 Revised Guidance, 84 Fed. Reg. at 56. However, we find no element or combination of elements recited in Appellant’s claim 1 that contain any “inventive concept” or add anything “significantly more” to transform the abstract concept into a patent-eligible application. *Alice*, 573 U.S. 208 at 221.

Appellant does not identify any specific limitation of claim 1 beyond the judicial exception that is not ‘well-understood, routine, conventional’ in the field” as per MPEP § 2106.05(d). As previously discussed, utilizing generic computer components (i.e., “processor,” “database” and “graphical user interface”) does not alone transform an otherwise abstract idea into patent-eligible subject matter. As our reviewing court has observed, “after *Alice*, there can remain no doubt: recitation of generic computer limitations does not make an otherwise ineligible claim patent-eligible.” *DDR*, 773 F.3d at 1256 (citing *Alice*, 573 U.S. at 222).

Pre-emption

Lastly, Appellant argues “**the claims do not pre-empt all processes for achieving the intended result**” because “**the claimed recitations are very specific and do not cover all possible approaches.**” Appeal Br. 14 (citing *McRO*, 837 F.3d at 1299). We disagree. The lack of preemption is a necessary clue for patent eligibility, but it is not sufficient for patent eligibility. As the *McRO* court explicitly recognized, “the absence of complete preemption does not demonstrate patent eligibility.” See *McRO*, 837 F.3d at 1315 (quoting *Ariosa Diagnostics, Inc. v. Sequenom, Inc.*, 788 F.3d 1371, 1379 (Fed. Cir. 2015)); see also Ans. 7–8. Furthermore, “[w]here a patent’s claims are deemed only to disclose patent ineligible subject matter” under the *Alice/Mayo* framework, “preemption concerns are fully addressed and made moot.” *Ariosa*, 788 F.3d at 1379.

Because Appellant’s claim 1 is directed to a patent-ineligible abstract concept and does not recite an “inventive concept” or provides a solution to a technical problem under the second step of the *Alice* analysis, we sustain the Examiner’s § 101 rejection of Appellant’s claim 1, and similarly, independent claims 19 and 20, and their respective dependent claims 2–18 not separately argued.

35 U.S.C. § 102((a)(1): Claims 1–9, 11–17, and 19–20

Claim 1 recites, *inter alia*:

[1] *receiving*, by the at least one processor, from a first workstation a first request for information about whether the first policy requirement has been satisfied;

...

[2] *receiving*, by the at least one processor, a second request for information about whether the second policy requirement has been satisfied;

...
[3] *receiving*, by the at least one processor, *a third request for information about whether the second policy requirement has been satisfied*.

Appeal Br. 21–22 (Claims App.) (bracketing added).

Appellant argues Dillard does not disclose these features, i.e., receiving (1) “**a first request for information about whether the first policy requirement has been satisfied**,” (2) “**a second request for information about whether the second policy requirement has been satisfied**,” and (3) “**a third request for information about whether the second policy requirement has been satisfied**,” as recited in claim 1.

Appeal Br. 15. According to Appellant,

Dillard is limited to merely a “request *to initiate* the builder's risk policy” and “request *for a* builder's risk *policy*,” where the builder's risk policy is later converted to a homeowner's policy. However, this request is different from the request in claim 1, which recites: “a request *for information about whether* the first policy requirement has been Satisfied” . . . a “request to initiate” or a “request for a builder's risk policy” is not one in the same as a “request for information about whether the first policy requirement has been satisfied,” recited in claim 1. That is, requesting a policy itself is very different from requesting information about whether policy requirements have been satisfied . . . communicating, by the insurance department, an approved insurance application without receiving any requests is very different from receiving, by the at least one processor, a second request for information about whether the second policy requirement has been satisfied before displaying the second indicia . . . [and likewise] the insurance department communicates the approved application without receiving any requests [is different from] a third request for information about whether the third policy requirement has been satisfied before displaying the third indicia . . .

Appeal Br. 16–17 (original emphasis omitted) (citing Dillard ¶¶ 9, 11, 33, 50).

Appellant’s arguments are not persuasive. Instead, we find the Examiner has provided a comprehensive response to Appellant’s arguments, supported by evidence. Ans. 18–23. As such, we adopt the Examiner’s findings and explanations provided therein, as discussed below. *Id.* For additional emphasis, we note claim terms are given their broadest reasonable interpretation consistent with the specification. *In re Am. Acad. of Sci. Tech Ctr.*, 367 F.3d 1359, 1369 (Fed. Cir. 2004). Under the broadest reasonable interpretation, claim terms are given their ordinary and customary meaning, as would be understood by one of ordinary skill in the art in the context of the entire disclosure. *In re Translogic Tech., Inc.*, 504 F.3d 1249, 1257 (Fed. Cir. 2007).

The disputed limitations: (1) “first request for information about whether the first policy requirement has been satisfied,” (2) “second request for information about whether the second policy requirement has been satisfied;” and (3) “third request for information about whether the second policy requirement has been satisfied” recited in Appellant’s claim 1 are not defined or even described in Appellant’s Specification. However, the policy requirements are described in Appellant’s Specification in the context of (1) “[s]upporting documents associated with compliance requirements [that] may be stored and displayed to users to facilitate compliance tracking and management” (Spec. ¶ 25) and (2) “compliance information indicative of whether one or more predetermined insurance requirements applicable to the respective one or more insurance policies associated with the respective property have been satisfied” (Spec. ¶ 26).

For example, Figure 45 shows a graphical user interface (GUI) of a policy checklist tab, as reproduced below:

IRMA Policy Checklist Screen

INSURANCE RISK MANAGEMENT

berkeley points

Search Dashboard To Be Reviewed Compliance Queue Reminders Policy Detail Policy Checklist

Import

Policy Number:	11782710SEP	Property Name:	Durango Apartments
Effective Date:	02/01/2014	Loan Number:	000001953
Document Type:	Acord 28	C1 Letter Sent:	3/31/2014 <input type="button" value="Generate C1 Letter"/>
Document Date:	2/4/2014	C2 Phone Call:	4/15/2014
Input Complete:	3/28/2014	C3 Letter:	<input type="text"/> <input type="button" value="Generate C3 Letter"/>
Analyst Reviewed:	3/31/2014	C4 Letter:	<input type="text"/> <input type="button" value="Generate C4 Letter"/>
Client Short Name:	Calvin Contreras	C5 Letter:	<input type="text"/> <input type="button" value="Generate C5 Letter"/>

+ Policy Level Exceptions No to All N/A to All

+ Property Coverage No to All N/A to All

+ Stand Alone Policies - Excluded from Property Policy No to All N/A to All

+ Liability Coverage No to All N/A to All

Export to PDF Save

Figure 45 shows a graphical user interface (GUI) of a policy checklist tab displaying various insurance requirements.

As shown in Figure 45, the “[p]olicy [c]hecklist tab may display information such as a comprehensive list of policy and coverage level data points to be reviewed for compliance against applicable insurance requirements” and “[i]n some embodiments, a policy checklist may be manually (or automatically) completed in the IRMA system.” Spec. ¶ 170.

Based on Appellant's Specification, we agree with the Examiner that the disputed limitations of claim 1 can be broadly, but reasonably interpreted to encompass Dillard's risk system 10, shown in Figure 1, for converting a builder's risk insurance policy to a homeowner's insurance policy, including: (1) a "request [] received from the builder [or insurer and 3rd party] along with relevant information if the additional payment is needed (the policy requirement is satisfied), the policy is issued" (Ans. 19 (citing Spec. ¶¶ 34–35)); 2) a "second request," shown in Figure 3A, 306, to initiate conversion of the builder's risk insurance policy (Ans. 23 (citing Spec. ¶ 45, Figure 3A)); and (3) if "the underwriting information is requested, then in Fig 3:312 (if all of the underwriting documents are received), the underwriting is completed (the second policy requirement) is satisfied" (Ans. 23 (citing Figure 3A, step 307)).

For these reasons, we are not persuaded of Examiner error. Accordingly, we sustain the Examiner's anticipation rejection of independent claim 1 and similarly, independent claims 19 and 20 and its respective dependent claims 2–9, 11–17, which Appellant does not argue separately.

35 U.S.C. § 103(a): Claim 10

Claim 10 depends from claim 1, and further recites "a third policy requirement" and "causing . . . information about the third insurance policy to be displayed" and "responsive to receiving the information indicating that the third policy requirement has been satisfied, causing . . . the third insurance policy to be updated to reflect that the third policy requirement has been satisfied."

The Examiner finds the “third insurance policy and third requirement [of the third insurance policy]” are “mere redundancy, duplicity, or repetition of existing structure or steps” that are “deemed obvious under § 103 analysis.” Final Act. 64 (citing MPEP § 2144.05 and *In re Harza*, 274 F.2d 669 (CCPA 1960) (holding that “mere duplication of parts has no patentable significance unless a new and unexpected result is produced”)).

Appellant argues the “third insurance policy and third requirement [of the third insurance policy]” as recited in claim 10 are not “duplication of parts and each claim feature is distinctive” but without explaining why these claim features are distinctive. Appeal Br. 18.

Although we agree with Appellant that the features recited in claim 10 are not “duplication of parts” within the meaning of *In re Harza*, we determine the limitations in claim 10 are rather repetitive steps that are within the knowledge level of those skilled in the art (i.e., an artisan could review as many different insurance policies and their requirements as needed) and, as such, are deemed obvious, as correctly recognized by the Examiner. *See* Final Act. 64.

For this reason, we are not persuaded of Examiner error. Accordingly, we sustain the Examiner’s obviousness rejection of claim 10 and similarly, claim 18, which Appellant does not argue separately. Appeal Br. 18.

CONCLUSION

On the record before us, we conclude Appellant has not demonstrated the Examiner erred in rejecting claims 1–20 under 35 U.S.C. §§ 101, 102(a)(1), and 103(a).

DECISION

As such, we AFFIRM the Examiner's final rejection of claims 1–20 under 35 U.S.C. §§ 101, 102(a)(1), and 103(a).

DECISION SUMMARY

Claims Rejected	35 U.S.C.§	Basis	Affirmed	Reversed
1–20	101	non-statutory	1–20	
1–9, 11–17, 19–20	102(a)(1)	anticipation	1–9, 11–17, 19–20	
10, 18	103	obviousness	10, 18	
Overall Outcome			1–20	

No time period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a)(1)(iv).

AFFIRMED