

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

APPLE INC.,
Petitioner,

v.

FINTIV, INC.,
Patent Owner

IPR2023-00398 (Patent 10,438,196 B2)
IPR2023-00399 (Patent 9,208,488 B2)

Held: April 10, 2024

BEFORE: MICHAEL R. ZECHER, GEORGE R. HOSKINS, and
JULIET MITCHELL DIRBA, *Administrative Patent Judges*.

IPR2023-00398 (Patent 10,438,196 B2)

IPR2023-00399 (Patent 9,208,488 B2)

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P R O C E E D I N G S

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JUDGE HOSKINS: Good afternoon, or good morning as the case may be in your particular location. My name is George Hoskins and I'm an Administrative Patent Judge with the U.S. Patent and Trademark Office. We're here today for oral argument in two related proceedings. They are *Inter Partes* Review Number 2023-00398, which is challenging U.S. Patent Number 10,438,196. And the second proceeding is IPR2023-00399, which is challenging U.S. Patent Number 9,208,488.

Our Petitioner in these cases is Apple Inc., and our Patent Owner is Fintiv, Inc., and I'm joined today by my two colleagues on the panel for these cases, and they are Michael Zecher and Juliet Dirba. So, with that brief introduction, let me get some appearances from counsel please, and we'll start with counsel for Petitioner.

MR. BOWSER: Your Honors, this is Jonathan Bowser. I am counsel for Petitioner. Lead counsel, Andrew Ehmke, is unable to make this particular hearing. He had a health procedure, and he emailed the Board and let the Board know that he was unable to make it. With me is Jordan Maucotel, also counsel for Petitioner.

JUDGE HOSKINS: Thank you, Mr. Bowser, and welcome to the Board today. Can we have an appearance from counsel for Patent Owner, please?

MR. THEISS: Yes. Brandon Theiss, lead counsel for the Patent Owner, and also with me is Dan Golub.

JUDGE HOSKINS: Thank you, and welcome also today to the

1 Board, Mr. Theiss. Before we turn to the argument, there's a preliminary
2 issue that we need to address, and that is the late filing of Patent Owner's
3 demonstrative exhibits yesterday afternoon. We had an order in place for
4 this hearing that required the demonstrative exhibits to be filed by Thursday
5 of last week, and so the filing yesterday was untimely. So, let me just ask
6 Mr. Bowser for Petitioner whether you have anything you want to say in this
7 regard.

8 MR. BOWSER: So, Your Honor, counsel for Patent Owner
9 reached out to us today earlier and asked if we would object to them using
10 the demonstratives. I asked them to confirm that the demonstratives that
11 they served to us were identical, they've confirmed that, and so Petitioner
12 does not object to using the demonstratives -- for Patent Owner using the
13 demonstratives, despite their late filing.

14 JUDGE HOSKINS: Thank you, Mr. Bowser. And, Mr. Theiss, do
15 you have anything you would like to say?

16 MR. THEISS: We apologize for the oversight of the Board. It
17 was a clerical error on our behalf. We're prepared to present either way. I
18 think having the demonstratives will make some of the issues clearer to the
19 Board, but we do understand that we missed the deadline.

20 JUDGE HOSKINS: Thank you for that. We're going to go ahead
21 and let you use your demonstratives today. But given kind of a short time
22 that Petitioner had to take a look at them before the hearing, we're going to
23 give them a little bit of time to file any objections that they might want to
24 file that might be new argument in your -- in the Patent Owner
25 demonstratives. So, Mr. Bowser, you have until Friday to file any of those

1 kinds of objections if you want to do so. And follow the format. There's in
2 our order, it kind of talks about the format that those objections should take.
3 So, follow that format, and if you do file an objections, we're not going to
4 give Patent Owner an opportunity to respond. It'll just be the objections.
5 Then they'll be in the record, and we'll consider that when it comes time to
6 issue our final written decision.

7 So, are there any questions about the demonstrative exhibit issue
8 before we turn to the arguments?

9 MR. THEISS: Your Honor, can I just make one point of
10 clarification there? We did exchange demonstratives of opposing counsel
11 pursuant to the scheduling order. So, I think we're in agreement as to that.

12 JUDGE HOSKINS: Okay. So, they've had them. So, then
13 Petitioners had the exhibits for a week or so then?

14 MR. THEISS: That's correct. Well, we exchanged last Monday.

15 JUDGE HOSKINS: Okay. So, the only thing that was late was
16 the filing with the Board. Yes, sir.

17 MR. THEISS: That's correct, Your Honor. It was merely just a
18 ministerial clerical filing error. Again, we apologize, and if opposing
19 counsel wants to object, we have no problem with that, but we did we did
20 exchange.

21 JUDGE HOSKINS: Okay. Well, thank you for that. So, with that
22 information, you know, I guess there's really no need then for the
23 opportunity to file more objections. So, we'll just take the demonstratives.
24 Both parties can use their demonstratives today, and then we'll go forward
25 on that basis. Thank you for that.

1 Okay. So, then I can turn to my general introductory remarks that
2 we use for all hearings. So, the first one is, please remember to mute your
3 microphone when you are not speaking. The second one is when are making
4 your argument, please remember to talk about the slide numbers that you are
5 presenting. Even if you're using the little window where you can point us to
6 the exhibit, the demonstrative exhibits directly, please go ahead and refer to
7 those slide numbers. It's important for the record that gets generated when
8 we're done here today. The third point is please do not interrupt the
9 opposing counsel when they're making their argument. You'll have a chance
10 to make your argument when your turn comes around. The one exception to
11 that is if you're having connectivity issues. So, if you have trouble hearing,
12 if you have trouble seeing, please raise that as soon as possible even if your
13 opposing counsel is making their presentation. We are familiar with the
14 issues and the record in this case, so there's not a huge need to go over kind
15 of background issues, feel free if you think it helps your argument to do so,
16 but there's no need to do so.

17 According to the order that we previously entered, the arguments
18 will proceed in four stages. Petitioner makes their case-in-chief, Patent
19 Owner then makes their case-in-chief and whatever rebuttal that they want to
20 make from what Petitioner said, then Petitioner will have an opportunity for
21 rebuttal of what Patent Owner says, and then finally Patent Owner will have
22 an opportunity for sur-rebuttal. So, at the beginning of each of your
23 principal arguments, I will ask for a reservation for those rebuttal periods of
24 time. We've given both sides 70 total minutes. You can reserve up to half
25 of that for rebuttal if you want. Just so you understand how that works, the

1 reservation is not set in stone. So, what happens is when you reach that
2 point in your clock, we will give you as gentle a reminder as we can.
3 Sometimes it's a little bit before the reservation, sometimes it is a little bit
4 after, depending on how the argument is going. And then you'll have the
5 option then to continue arguing in your principal case, and kind of eating
6 into your rebuttal time if that's what you choose to do, or you can just at that
7 time choose to stop your argument and reserve the remainder for rebuttal.

8 So, it's not set in stone. It's just kind of a when we ask for your
9 reservation, it is just an opportunity for us to stop it at the time and see
10 where we are. So, with those brief introduction remarks, let me just ask, are
11 there any questions about the procedure today, and I'll start with Mr.
12 Bowser, please.

13 MR. BOWSER: None from Petitioner, Your Honor.

14 JUDGE HOSKINS: Thank you. And Mr. Theiss?

15 MR. THEISS: No, Your Honor.

16 JUDGE HOSKINS: Okay. Then, Mr. Bowser, we're ready to go.
17 So, would you like to reserve any of your time for the rebuttal?

18 MR. BOWSER: Yes, Your Honor. I would like reserve 20
19 minutes, and if I may, I would like to also just share the demonstratives on
20 the screen.

21 JUDGE HOSKINS: Sharing the demonstratives would be great.
22 That's your election. We do have everything here in front of us, and I can
23 see then now the demonstratives. So, with your reservation of 20 minutes,
24 you may begin with your argument when you are ready, and when we do
25 begin we'll start your 70 minute clock and try to give you a reminder when

1 you're 50 minutes in. Thank you very much.

2 MR. BOWSER: Okay. Thank you very much, Your Honor. So,
3 this is Jonathan Bowser, and I will be presenting for Petitioner Apple Inc. In
4 this particular case, as you indicated before, this is two consolidated
5 proceedings. I will be focusing mainly in terms of discussions on the '488
6 patent, the parent, because there are claim elements in '488 that are unique to
7 the '196. Moving to slide 2, just giving a very brief overview. So, what we
8 have on the righthand side is Figure 2. We have a subscriber with a mobile
9 wallet, and it can conduct transactions with an agent terminal, which is
10 indicated in red. And the agent terminal often can have a point-of-sale
11 system. Now, the transaction is conducted through a cloud-based
12 transaction system, so the cloud-based transaction system in the claims, it's
13 referred to as a computing system, and we're going to talk about Figure 1
14 today, and that's an embodiment of the computing system.

15 So, just real quickly, I moved on to slide 3. We can see that both
16 claims have 20 -- sorry, both patents have 22 claims, and the challenges for
17 both of the IPRs are the same, Dill, Vadhri, and Akashika. So, what's in
18 dispute between the parties is only the disclosure of Dill. Patent Owner has
19 not contested any of the teachings with respect to the Vadhri, Akashika, or
20 why a POSITA would have been motivated to modify the references.

21 Moving to slide 4, we can see here I've reproduced the disputed
22 claim limitations amongst the different patents, and the limitations are
23 generally very similar to each other, and I tried to denote that here with the
24 color-coded annotations. The one difference between the two claims is that
25 in the '488 patent, on the lefthand side, we can see that the mobile wallet

1 application is installed on a SIM card. So, I'm going to as I go through my
2 presentation, Your Honors, I'm going to focus sort of in modules where I
3 talk about specific claim construction issues and then turn to why the prior
4 art teaches those specific limitations. I am going to skip ahead because the
5 mobile wallet and mobile wallet application and mobile device, those
6 constructions are really not in dispute. And it doesn't seem like there's too
7 much of a dispute between the parties.

8 So, I'm going to move to slide 11, which discusses why Dill
9 teaches both the mobile wallets and a mobile device that executes the mobile
10 wallet. So, on the righthand side of slide 11, we see Dill's figure 9. This is
11 cited throughout the petition, and this is the main drawing of Dill that we've
12 referred to. So, in the money transfer facilitator 140, you'll see there's a
13 transfer option module. And we're going to talk later about -- but all
14 throughout the petition, that corresponds to the integration tier that's recited
15 in the claims. Now, we can also see that the integration tier is for
16 conducting transactions with mobile wallets. We have both a sender's
17 mobile wallet on the bottom of Figure 9, it's 125, and that's a mobile wallet
18 for the sender, 105.

19 And then we have a mobile wallet 130 for the recipient. And the
20 money transfer facilitator we can see in paragraph 100 on the lefthand side
21 of slide 11, it's for receiving transaction information from mobile wallet
22 applications. And right there, Patent Owner has sort of focused on this about
23 the use of the 121, the element 121. What this really refers to is the fact that
24 mobile wallet application 121 it's encompassing the overall mobile wallets
25 within the same mobile device, sorry, within like the sender's mobile wallet

1 and the recipient's model wallet. But when Dill is talking about the mobile
2 wallet application, it is referring to the sender's mobile wallet or to
3 recipient's mobile wallet.

4 Moving to slide 12, we can see here in paragraph 57, Dill is very
5 clear that the idea behind, you know, one of the concepts behind Dill is to
6 have a structured settlement between the sender's mobile wallet, 125, and the
7 receiving -- the recipient's, mobile wallet, 130. So, we have transactions that
8 can be conducted between two different individuals, each having their own
9 respective mobile wallet. The other point is the fact that one of things Patent
10 Owner has raised is that the mobile wallets are not actually stored on mobile
11 devices. Well, that's incorrect, that argument the Patent Owner has had,
12 because Dill is very clear that the mobile device, each instance of a mobile
13 device is executing a mobile wallet application. We can see in paragraph 10
14 and Claim 13. So, on the mobile device is stored a mobile wallet
15 application.

16 I want to next move to probably the most contentious issue
17 between the parties, and that is the construction of integration tier including
18 web services communications mechanisms. Now, this is the issue I think
19 that is probably the most dispositive and I'm going to show why you should
20 not adopt Patent Owner's construction. So, I'm moving to slide 14, Your
21 Honors, and we can see in the top of slide 14 where there's the claim
22 language and it's essentially identical between the '488 patent and the '196
23 patent, right, for purposes of what we're going to talk about.

24 Now, first off, the Board, you don't have to actually construe this
25 particular claim term, because the prior art teaches it, and I'm going to show

1 you how it teaches it. But I am going to address Patent Owner's specific
2 construction, alright? So, before I do that, I think a little bit of background
3 is helpful in terms of the integration tier. So, if you look at the '488 patent,
4 the term integration tier is mentioned three times in one short paragraph. It's
5 mentioned in column 9, lines 48, sorry, 45 to 63 of the '488 patent. And the
6 integration tier is simply described as being configured to manage mobile
7 wallet sessions and maintain the integrity of financial transactions. And it's
8 not shown on Figure 1, but if you look, I'm sorry on slide 14, but if you look
9 at Figure 1 in the patents, the '488 and '196 patents, it's very clearly shown
10 what's described in Figure 1 is a quote, platform functional architecture.

11 So, what we see really in Figure 1 is the block diagram of a
12 software configuration of what is happening inside the server, the cloud-
13 based server. So, the reason that that's important is because what Patent
14 Owner has tried to do is, because of the word including in the claims, they've
15 tried essentially to draw a box inside the integration tier, inside this software
16 component, and say that the web services communication mechanisms has to
17 be part of the integration tier. If you can kind of follow my mouse, basically
18 what Patent Owner is doing is they're trying to draw a box where one doesn't
19 appear, and it says inside the integration tier. But the word include does not
20 require part of.

21 So, a more appropriate construction would be that the integration
22 tier interfaces with web services. And the reason for that, there's a couple
23 reasons. Number one is, so I just want to point out, the specification doesn't
24 use the term web services communication mechanisms. This was a term that
25 was added during prosecution. There's no instance of this particular term in

1 the specification at all. The only instance that we have is web services API.
2 And I've reproduced the only two instances where that's disclosed or
3 described in the '488 and '196 patents. We see a web services API, the
4 integration tier can include a communication web services API, same thing
5 as notification services, 102.

6 Now, I should point out that Patent Owner hasn't contested that the
7 web services API is what corresponds to the claimed web services
8 communication mechanisms. In fact, Patent Owner, when they refer to the
9 specification, they refer the -- the Web Services API. Well, what is a Web
10 Services API? It's simply an interface. That's it. API stands for interface,
11 right? So that's important to keep in mind. The other reason is that we have
12 here in Figure 1 on the righthand side of slide 14, we had two instances
13 where there's a web services API, and I've reproduced those portions of the
14 specification. The web services API can be in the notification services, or it
15 can be -- and it can in the integration tier. So, when you have a web services
16 API, for example, inside the integration tier, as Patent Owner, you know,
17 wants to argue, then the notification services would have to go outside into
18 the integration tier. But that's not shown in Figure 1.

19 So, the more appropriate construction, Your Honors, if you do
20 construe this particular term, is simply that the integration tier interfaces
21 with the web services communication mechanism. And what I mean by that,
22 Your Honors, is so when we talked earlier about Patent Owner is trying to
23 draw a box inside the integration tier, if you're going to draw a box, what
24 you should draw a box around is the integration tier to include that at the
25 top, but also the interface lines that are between the web and the integration

1 tier. That is the more appropriate construction.

2 So, I want to move to slide 15, Your Honors. And here we see Dr.
3 Shamos. This is Patent Owner's expert saying simply because of the word
4 including, it has to be part of. Well, that's not shown in the specification.
5 That's not shown on the drawings. So, we have Dr. Houh explaining simply
6 that the web services communication mechanism interfaces with the
7 integration tier. And what's also important, I think it's helpful to me at least
8 to see, let's look at the '488 patent on the left. I'm on slide 16. And then let
9 us look at Dill on the righthand side. Other than the way that there is a
10 different characterization in terms of how it is illustrated, this other
11 configuration is identical to each other. We can see the integration tier, a
12 software component, there's an interface, a line between it, the integration
13 tier, and the web. Same thing as in Dill. We can see the transfer options
14 module 145. It's connected through the double-edged arrow to the web
15 interface. That's the same thing. It is the same configuration.

16 So that's why we believe that no construction is necessary because
17 Dill teaches this feature and it's unnecessary to resolve this. And just to be --
18 sorry, excuse me. I'm on slide 16 again. Just to clear, in the reply in
19 response to Patent Owner's arguments, we've pointed out that while the
20 Petition draws this web interface here, it's the arrows as well that partly
21 encompasses the interface. So that's on page 11 of the '488 reply, and on
22 page 9 of the '196 reply. But if we can see, if this is really what Patent
23 Owner wants to do in terms of having a box drawing exercise, the box
24 drawing exercise should also encompass the actual interfaces. So, moving to
25 slide 18, it's related here. This is why Dill teaches the integration tier,

1 including the web services communication mechanisms. So, what we see --

2 JUDGE DIRBA: Counsel?

3 MR. BOWSER: Yes?

4 JUDGE DIRBA: This Judge Dirba. Apologies for interrupting
5 with a question. But you mentioned that you -- so you said that in your
6 reply, you made the argument that -- actually, let me ask a question this way.
7 So, you're saying that the integration tier is the transfer options module 145.
8 Is that correct?

9 MR. BOWSER: Yeah, I'm going back to slide 16 to answer your
10 question. Yes, that is correct.

11 JUDGE DIRBA: Perfect. And does -- are there any alternative
12 contentions about what the integration tier can be or would be that Petitioner
13 presented in one of its briefs?

14 MR. BOWSER: No, Your Honor. All throughout we have argued
15 that the integration tier in the claims is the transfer options module 145.

16 JUDGE DIRBA: Okay. And then for the web services
17 communication mechanisms, that was mapped to Web 137, correct?

18 MR. BOWSER: Yes.

19 JUDGE DIRBA: Were there alternative contentions for what the
20 web service communication mechanism could be?

21 MR. BOWSER: Well, yes. In our reply, which is what I was
22 referring to, I'll just read this. We pointed out that the communication
23 channel, so if you follow my mouse, between Dill's transfer option module
24 145 and the web interface is how those two components interface with each
25 other. We have not changed the overall construct or the interpretation as

1 what constitutes the web services, but we've just pointed it out, if you're
2 going to get in this box drawing exercise, it's really these two components
3 together that are interfaced between each other.

4 JUDGE DIRBA: And I think I understand that piece. I looked at
5 page 9 for what it's worth of the reply, in the 399, and I didn't see where you
6 had had this argument, but I'll double check the transcript and go look at the
7 right portion. But just to make sure that I'm understanding, are you saying
8 that even under -- so there's a dispute between the parties about the
9 construction of this claim language that you have highlighted in purple on
10 the slide that you have up right now. And you're saying that, in short,
11 including doesn't necessarily mean including, it could mean just interfacing
12 with. Patent Owner disagrees with that. Are you also now saying, that even
13 under Patent Owner's construction, Dill teaches this claim limitation, or are
14 you making a different argument right now?

15 MR. BOWSER: What we're saying -- so let me correct the record
16 here. Just so what you referred to on page 9 of the reply, that is in the '196
17 reply. I was referring to page 11 in the '488 reply.

18 JUDGE DIRBA: Okay. Thank you.

19 MR. BOWSER: Okay. Sure. And then so under Patent Owner's
20 construction about having the -- it being part of. Now, it's unclear whether
21 Patent Owner actually means that it is entirely -- the web services
22 communication mechanism has to be entirely part of, but even if that's the
23 case, all that is required is an interface. And that interface would then be
24 part of the transfer options module 145. And what we've pointed out is
25 simply that this is just the line. It's an interface. Let me go back to slide 14,

1 and we can see the language. What does Patent Owner refer to for the web
2 service communication mechanism? They refer very clearly to the Web
3 services API. What's an API? It is an interface. So, what we're saying is
4 that even if you are going to construe according to Patent Owner's incorrect
5 construction, the interface would still be part of it. And I'm going to show
6 you here what we mean by that in terms of slide 18.

7 So here, the transfer options module 145, there's an interface
8 between that and the Web interface 137. And we can see on the lefthand
9 side, in paragraph 101, it's very clear that Dill says that the transfer options
10 module can communicate with any of these types of interfaces, and one of
11 which is a Web interface. So, we have Web services communication
12 mechanisms. Yes, we've labeled it outside the box of the transfer options
13 module 145. But if you are going to interpret this claim other than it's plain
14 and ordinary meaning, you should interpret it as simply being where the
15 integration tier interfaces with the Web services, where the Web services,
16 may in part, be external to the integration tier.

17 JUDGE DIRBA: Okay. And can you real quick, just to make sure
18 the record is clear, can you read to me briefly from the portion of your reply
19 that made this argument?

20 MR. BOWSER: So, we said --

21 JUDGE DIRBA: You said it's on page 11 of the 399 IPR?

22 MR. BOWSER: Yes. So, there's one sentence, one, two, three,
23 four, five lines down. It says the communication channel between Dill's
24 transfer option module 145 and Web interface 137 is how the two
25 components interface with one another.

1 JUDGE DIRBA: Okay. So, and just to make sure that I'm 100
2 percent clear on it, you're still, even in here, you are still saying that Web
3 interface 137 is the web services communication mechanism, you're
4 showing that it meets the claim limitation under your construction because,
5 as shown by that line that you have highlighted here, there is an interface
6 between web 137 and transfer option 145?

7 MR. BOWSER: That's correct.

8 JUDGE ZECHER: Mr. Bowser, this is Judge Zecher. Can I
9 follow up on this argument? So, I guess what I struggled with here is the
10 way you kind of want us to read this disputed limitation. I don't know how
11 to phrase this, but I feel like a canon of claim construction is that we need to
12 give effect to all claims, all words in the claim, right? And in this particular
13 disputed limitation, you go back, I think, to slide 12. I don't remember
14 where you have a ... right.

15 MR. BOWSER: It's slide 14.

16 JUDGE ZECHER: Yeah. You have the word "including." So,
17 what do you suggest we do with that word in this context? Because I think
18 if we were to just say it gets its plain and ordinary meaning, an integration
19 tier, including a web service communication mechanism, would mean that it
20 needs to be part of the integration tier. That is the web services
21 communication mechanism needs to be at least part of, or somehow included
22 within something like that. I think that is Patent Owner's argument
23 regarding the integration tier. So, you seem to be suggesting that we don't
24 even consider this word "including." So, I'm just, maybe you can add some
25 clarity here because I am just struggling with that aspect of it.

1 MR. BOWSER: So, we're not saying that you shouldn't consider
2 the word including, we are saying that it doesn't mean, including does not
3 mean that the web services communication mechanism has to be entirely
4 within the integration tier. What we've shown, and I think you also need
5 to -- and you pointed out, Your Honor, as being what's referred to in the
6 spec. But what does the spec say? It says the integration tier can include a
7 web services API. What is an API? It's an interface. And that's all that's
8 required, right? It doesn't -- I mean, what our argument all along has been is
9 simply that Patent Owner wants to get in this box drawing exercise where
10 they say that the web service communication mechanism has to be entirely
11 within the integration tier.

12 And we're saying it doesn't have to be entirely integration tier.
13 There are interfaces. In fact, the integration tier, again, like let me just point
14 out to remind you that this is a software configuration. These are not
15 hardware discrete components. These are interfaces. So how does the
16 integration tier interface with the web? It does so because there's an
17 interface. This line right here between the web and the integration tier. It's
18 exactly what Dill discloses. We have a line going between the transfer
19 options module and the web, and we can show this on slide 16. Same thing.
20 It is an identical configuration. We are talking essentially about a wire for
21 interfacing and a software and wire. That's what we are referring to, Your
22 Honor. So, we're not saying you shouldn't consider include, but we're saying
23 that include does not require part of or entirely part of it, which is effectively
24 what Patent Owner is arguing.

25 JUDGE ZECHER: So, can I ask another question? I think the

1 focus of what we've looked at on this slide 16 is really the Figure 9 of Dill
2 here and what it illustrates to us. I did read the specification, or excuse me,
3 Dill's disclosure, not specification. And I looked a paragraph 101, and in
4 that paragraph it talks about the transfer options module and how it's
5 communicatively coupled with the one or more interfaces, 136 through 138,
6 which of course includes web interface 137. What do you think it means by
7 communicatively coupled? Do you think that's sufficient language to kind
8 of latch on to encompass the "including" language in these claims?

9 MR. BOWSER: Yes, Your Honor, because that means that the
10 transfer options module can communicate because it's coupled with the web
11 interface, right. There is the ability to communicate, which is essentially an
12 API. You have an interface between the transfer options module 145 and
13 the web interface, and that's exactly what we have as well in the
14 specification. So, yes, communicatively coupled effectively means an
15 interface.

16 JUDGE ZECHER: So, there's some interdependency between a
17 web interface and a transfer options module, such that maybe I always
18 thought of communicatively coupled as they share a communication
19 mechanism of some sort. But they may be part of each other is kind of what
20 your argument is, but it's not necessarily requiring that the integration tier
21 wholly encompass the web interface.

22 MR. BOWSER: That's correct. So, if I could draw an analogy,
23 and this is not in our briefing, but I think it's appropriate here. You
24 remember back in the days when you have like ethernet cables? Right now,
25 we mostly use Wi-Fi. But you had an ethernet cable -- you had a port on the

1 back of your computer, and you could stick an ethernet wire into it, right?
2 That entire ethernet wire was not, you know, that was not completely part of
3 your computer, but you still had an interface with the ethernet connection.
4 It's the same thing here. We can see an integration tier. There's some way
5 that the integration tier interfaces with the web, and it does so as disclosed in
6 the specification, and the '488 and '196 patents, via an interface. And what
7 do we see in Dill? It's the same thing. It is an interface.

8 JUDGE ZECHER: Okay. Thank you. I don't have any further
9 questions on this issue.

10 MR. BOWSER: Sure. Okay. So, I want to move on to slide 20.
11 And this is about how this is the construction of web services
12 communication mechanisms itself, right? So, remember that the
13 specification never uses the term web services communication mechanisms.
14 The only thing it uses is web services API. But Patent Owner has proposed
15 to read in all these limitations. That's incorrect. So we can see a couple of
16 the limitations, machine-machine interaction, and a computer-to-computer
17 function invoked automatically and not at the request of a user. None of this
18 is in the specification. None of this is in claims. And I think it's pretty easy
19 for the Board to decide not to import those unrequired limitations.

20 So, what we can see on slide 21 is this is how the Board should just
21 interpret web service communication mechanisms. If the Board, in fact,
22 does construe it, it's just simply an interface with a mobile wallet application
23 that resides on a mobile device. So, what we can see, this is Dr. Houh's
24 testimony. I'm on Slide 21. I apologize for not calling it out. But so, we
25 could see here, including web services communication mechanism for

1 interfacing with the mobile wallet application. That's all that's required. It's
2 a web services interface, and that's all that the Board needs to reach.

3 Let me move to slide 23, which I'm going to talk next address the
4 issue of how Dill teaches how a mobile wallet application interfaces with the
5 web services. Now, before I get started, I want to actually point out, too,
6 this is something that seems to have been lost in Patent Owner's briefing, is
7 they're arguing things about Dill that are not required by the claims. For
8 example, Patent Owner has been arguing, well, there's no disclosure in Dill
9 that the mobile wallet application logs into a website. Well, we don't see
10 that. All that's required in the claims is that is a web services
11 communication mechanism, i.e., an interface, so, well sorry, an API for
12 interfacing with a mobile wallet application. And what we have in Dill is
13 multiple different ways that the mobile wallet can communicate. So, we see
14 in paragraph 100, Dill says very clearly that you can -- that the money
15 transfer facilitator receives transaction information from the mobile wallet
16 application. So, it can be from a sender's mobile wallet. It can be from the
17 recipient's mobile wallet. There's another way they can do that. So, the
18 sender can access the services of the money transfer facilitator. So, you go
19 through the web interface. We also see that the transfer options module 145
20 on slide 23 is shown as being connected to interface 137, right? So, there's a
21 number of different ways in which the mobile wallet application can
22 communicate with the money transfer facilitator. And again, the claim only
23 requires that the web services interface with a mobile wallet. And we have
24 that very clearly because there's a number of different communication
25 mechanisms.

1 Let me move to slide 24, and we can see that clearly. And I'm on
2 slide 24, paragraph 51, Dill says that the sender can access the services via
3 website, right? So, we know that this server can actually access it through
4 the Web. We know that the server in paragraph 100 says that it can access it
5 through the mobile wallet. And then in paragraph 54, it says there's all these
6 different ways in which the money, sorry, the sender can access it. It can
7 access it through the mobile wallet, through the website.

8 There's a number of different ways. And I think we need to keep
9 in mind, too, again, if you looked at paragraph 90, it's also very clear that, of
10 Dill, that the intention of Dill is to have a wide variety of channels. It uses
11 the words wired or wireless, and it can use a variety channels. So, there's all
12 different ways in which the mobile wallet application can communicate with
13 the money transfer facilitator. Now, I want to just keep in mind, too, that,
14 again, Patent Owner has said, well, there is no explicit disclosure that the
15 mobile application logs into a website. But again, that's not a requirement of
16 the claims.

17 Moving to slide 26, this is another claim construction issue in
18 terms of different communication channels. And we have here that the
19 integration tier, if you skip ahead a little bit, it interfaces with a plurality --
20 sorry, the web services communication mechanism interfaces with a
21 plurality of different device types over a plurality of different
22 communication channels. Well, what Patent Owner has done, and we can
23 see on slide 26, is they've read in a few additional limitations that are simply
24 not required. Patent Rule number one is that we just have to look at the
25 claims and what they actually require. It just says an interfacing with a

1 plurality of different device types over a plurality of different
2 communication channels. Nothing more is required.

3 And I want to point out too that the claims do not exclude is
4 something Patent Owner has argued, and they're trying to set up an argument
5 for when the agent communicates with the integration tier, is that all of the
6 communication channels have to go through the web. But that's not
7 required, right? So, all we can see is a plurality of different device types.
8 That language by itself does not include other channels. So, we can see, just
9 as an example from Dr. Houh's testimony on slide 27, and we've highlighted
10 in blue, there can be other channels where you can communicate. It can be
11 the channels of the notification that go through the notification services.

12 JUDGE HOSKINS: Mr. Bowser?

13 MR. BOWSER: Yes?

14 JUDGE HOSKINS: This is Judge Hoskins. Can you go back to
15 slide 26, please?

16 MR. BOWSER: Yes.

17 JUDGE HOSKINS: So, I just want to make sure I understand your
18 position. So, when I'm looking at, for example, the '488 patent that you've
19 highlighted here for us in purple and blue, and you said it a couple of times,
20 but I do think that in the blue when it talks about a plurality of different
21 communication channels, that is being tied back to the web services
22 communication mechanisms for interfacing. Would you agree with that?

23 MR. BOWSER: It is, yes, it's tied back to, but there's --

24 JUDGE HOSKINS: And you've identified very clearly, I think, in
25 Dill, the thing that is the web services communication mechanisms is that

1 web interface, 137. So, help me understand how it is that that web interface
2 137 interfaces with a plurality of different device types over a plurality of
3 different communication channels.

4 MR. BOWSER: Okay. So that is on slide 28, and we can see all
5 these different communications channels, right? So, there are multiple
6 different ways in which the integration tier, which is 145, can communicate
7 with the various communication channels. What we see, Your Honor, is the
8 fact that there's not -- I mean, yes, there is one communication channel
9 between the transfer options module and the Web interface. But there're
10 other ways in which the transfer option module can be communicated. So,
11 we see --

12 JUDGE HOSKINS: You haven't mapped those to the web
13 services communication mechanisms, have you?

14 MR. BOWSER: We've shown, Your Honor, that the -- that there
15 are multiple communication channels. No, we have not mapped all those
16 communication to all the Web services, but we've show that there's a number
17 of different ways that that the integration tier can interface with other
18 devices over different channels.

19 JUDGE HOSKINS: So, but -- so I go back to my question. Have
20 you established that web interface 137 interfaces specifically, which is what
21 you said is the web services communication mechanisms in the claims, how
22 that web interface 137 specifically interfaces with a plurality of different
23 device types over a plurality of communication channels?

24 MR. BOWSER: Yes. So, Your Honor, we have shown this
25 because the -- you have to keep in mind that this is the web services. So

1 Web 137, it's interfacing with multiple different device types, and it can do
2 so directly or indirectly, right? So, we can have the web service, so
3 something through the web services interface with the transfer options
4 module, and it can communicate with an agent, right? We also see in
5 paragraph 90 that the -- of Dill where different devices can communicate in
6 different ways, right, over a channel that's appropriate to that specific either
7 sender or recipient.

8 Well, what's not shown that is that you have multiple different
9 channels going into the web. Your Honor, going into the Web on the
10 lefthand side. But what we can see is that the web interface can
11 communicate with many different channels, right? We can see
12 communication channels going from the money transfer facilitator to the
13 agent. We can see there's a communication channel to the other interfaces.
14 There's the interactive voice response. All of these are able to communicate
15 with the transfer options module, which at least partially includes the
16 interface, right? So that's what's actually required by the claim, Your Honor.

17 We move to slide 30.

18 JUDGE DIRBA: Mr. Bowser?

19 MR. BOWSER: Yes?

20 JUDGE DIRBA: If I could follow up on my colleague's question,
21 just to make sure that I understood what your answer was, and to make sure
22 to put a fine point on this. So, what I hear you to be saying is you're
23 explaining why transfer options module 145 communicates or interfaces
24 with those different communications channels. And what I had understood
25 the question to be is why does the web interface 137 interface with those

1 different -- with devices over those different communication channels?

2 MR. BOWSER: Well, --

3 JUDGE DIRBA: You say that -- you explained how the transfer
4 options module did it and you said, well the -- the web interface is part of
5 transfer options module or sort of connected to transfer options module, but
6 I'm not sure that I am getting all the dots connected in my head.

7 MR. BOWSER: Okay. So, Your Honor, the reason you have this
8 is simply that there's not shown here on slide 28 that there is multiple
9 different channels going into the web interface, but there are other ways that
10 you can communicate through, let me back up. So, the claims don't require
11 a direct connection between the web interface and other device types, right?
12 We can see that the agent is connected to the web interface via the money
13 transfer facilitator, right? So, also the agent may communicate. It's not
14 shown here in slide 28, but if you look in paragraph 90, that Dill envisions
15 multiple different types of ways to communicate through, or sorry, to the
16 money transfer facilitator. So, in other words, the agent can communicate
17 through the web. That's disclosed in Dill. We also see that the mobile
18 wallets and the mobile devices can communicate throughout the web, right?
19 It's not specifically shown as having arrows in the annotation on slide 28, but
20 there are multiple different ways that the different devices can communicate
21 through the web into the transfer options module 145.

22 So, I'll just point out here, this, and in paragraph 90, for example, it
23 says either the sender, the recipient, or both can use any variety of channels
24 to initiate a transfer, receive notification of the transfer and/or direct funds in
25 the transfer. We also see in paragraph 101 that there a number of different

1 ways that the devices can communicate, one of which is the web. So, I
2 think, Your Honor, I mean, there isn't a line going into the web on the left.
3 But Dill is very clear that there are a number of ways to get into the Web
4 interface 137.

5 JUDGE DIRBA: So, are you saying, I guess, are you saying that
6 sort of the sender would be connected or would be sort of interfacing with
7 the money transfer facilitator through the web, and the recipient would be
8 sort of interfacing through agent or vice versa? Is that how the web and the
9 agents are being connected in this way, or is it, and I guess this is sort of
10 secondarily, so first there's that question. And also going back to the claim
11 language, the claim language requires web services communication
12 mechanisms for interfacing with these particular things. And are you saying
13 that that web interface 137 is for interfacing with the agent? And if so, can
14 you explain that to me?

15 MR. BOWSER: Yes. So, Your Honor, there are a number of
16 which different ways that the devices can go through the web. So, we can
17 see, if you're looking simply at the web, but there's a number ways that
18 different device types can get into the web, right? One of which is the agent
19 is disclosed as being able to communicate with the web. And then also,
20 we've mentioned earlier about how the mobile devices can communicate
21 with the web. Now, there's another way that which we can see that we've
22 referred to in paragraph 54, it's not on this particular slide, but there the user
23 can log into a website of the money transfer facilitator. So, these are three
24 different examples where different devices can communicate through that
25 web interface.

1 JUDGE DIRBA: And you're saying that Dill discloses that the
2 agent would go to the website to -- I guess the last part of what you were
3 saying confused me. I thought I had understood it before that. Are you
4 saying that Dill discloses that the agent uses that web interface 137 to access
5 the money transfer facilitator?

6 MR. BOWSER: That's one way, but, you know, keep in mind, too
7 that, Your Honor, that this limitation does not require that all of the
8 communication channels are routed through the web interface, right? It just
9 means that the web interface can communicate with different devices, with a
10 plurality of different devices. Okay? And we have instances where the user
11 can log in, for example, on a computer on a website. That's one type of
12 device. We have another instance where the mobile wallet application can
13 access interface with the web. What we have is just a general teaching,
14 Your Honor, of just simply a web interface. And there are multiple different
15 ways in which the user can go and can access through that web. And that's
16 all that the claims required. I just want to be clear that the claim doesn't, you
17 know, this is what Patent Owner has been arguing, is that all of the
18 communication channels have to be routed through the web, but that's not --
19 you don't see the word all.

20 JUDGE DIRBA: Yeah. I take your point about it not needing to
21 be all. My question was not, and to the degree that I implied that I was
22 looking for all, let me clarify that I'm not. My question is, where is it
23 disclosed in Dill? And maybe one way that it sort of accesses -- and so that I
24 can go and take it offline is -- what passages of Dill or what paragraphs of
25 Dill do you believe provide this teaching? You mentioned paragraph 90,

1 you mentioned paragraph 101. Are there other paragraphs of Dill that talk
2 about multiple different devices using that web interface 137 or something
3 like it?

4 MR. BOWSER: Well, there's multiple ways that you can access
5 through the web. Paragraph 54, I mentioned. So, it says here, the money
6 transfer facilitator 140 can receive the request to initiate the money transfer
7 transaction from the mobile application, from a website, from the agent,
8 from telephone money transfer service. So, we have disclosures about going
9 through web, Your Honor. That's one instance. Paragraph 51 as well,
10 mentions that the channels that are accessed that can go through the
11 particular -- to get to the money transfer facilitator is also the web. I would
12 point out paragraph 33, Your Honor, also mentions about how different
13 devices can access the money transfer facilitator through the web. And
14 what's apparent from Dill, Your Honor, is when we see the web, that's how
15 they would access it through, is going through there. So, there's different
16 devices that can access through the Web. And so that is why Dill teaches
17 having Web services, again, an interface that can interface with a different
18 device types over different communication channels.

19 JUDGE DIRBA: Okay. And just to put a fine point on it, one of
20 the paragraphs that you pointed out talked about using the website as being
21 one way that a user can access money transfer facilitator, and other ways
22 being they could go to a kiosk. They could go to an agent. They could use
23 an interactive voice response. Are you saying that that means that each one
24 of those -- in other words, even though Dill is making them sound like
25 alternatives, you're saying that the web interface would be used for each of

1 alternatives, or are you saying that there's a disclosure in Dill of, hey, a
2 person could use their computer to access the web, or they could use their
3 mobile phone to assess the web?

4 MR. BOWSER: Well, there are alternatives, Your Honor. I mean,
5 it's not meant to be that they always have to go through the web. But you
6 can see at the bottom of paragraph 33, where it starts, let me get the exact
7 sentence, sorry, where it talks about -- I'll just probably read it. It's easier if I
8 do this. A sender may stage a transaction by paying for it and by providing
9 the transaction information via the website, right, or webpage. There are
10 different ways in which the various parties -- so you can have the recipient
11 go through the webpage. You can also have the sender go through, and
12 those are different devices. So, you have plurality of different
13 communication channels, because you have different communications
14 between the sender and the recipient. Any further questions on this point?

15 JUDGE DIRBA: No, not from me.

16 MR. BOWSER: Okay. So, I'll move to slide 30. This deals with
17 the hardware SIM card. Patent Owner has tried to read in a bunch of
18 unsupported limitations. We see the word hardware SIM card in slide 30
19 just in the middle of the slide. And that's, excuse me, that's all that is
20 required is hardware SIM card. Let's look through the specification, and we
21 can see that there's only three, you know, instances where the words SIM
22 card is mentioned. There's no definition of what a SIM card is. There is no
23 discussion. There's an example given that is a GSM SIM card. Now, a SIM
24 card, just as known in the art, it's a hardware component that is inserted.
25 Well, they're no longer. But in mobile phones, you would have a SIM card

1 which would allow the user to be able to access the mobile network because
2 it would just, you know, for example, the user's identification information on
3 it. That's it. Now, Patent Owner has argued that there's all these limitations
4 that need to be required, but they're just simply not required by the claims.

5 Now I want to move to slide 32 and show how Dill itself teaches
6 the SIM card. And what we see is that Dill uses this concept of machine
7 readable mediums, right? Dill doesn't specifically mention the word SIM
8 card, but what was shown in the Petition is that, especially for mobile wallet
9 applications, is you would -- a POSITA would understand that to mean a
10 SIM card. And we've shown here this Bykov reference as an example. So,
11 in the mobile application context, when you have a machine readable
12 medium, it would be known to have as a SIM card, right? We have, and
13 we've shown in Bykov, and so I'm on slide 33.

14 This is just is a background reference. We have a SIM card, and
15 it's a module. It's in the SIM form. And we even have Dr. Shamos, which is
16 Patent Owner's expert, saying, so if a device has cellular capability, it has a
17 SIM card. So, what Patent Owner has argued is that the mobile wallet
18 application isn't installed in Dill as a hardware SIM card. But what we've
19 shown is that a POSITA would understand that the hardware components in
20 Dill would encompass a hardware SIM card. I want to move to slide 35, and
21 this gets a little bit as well to the other plurality of communication channels.
22 So, we -- sorry, let me -- I misspoke there. I'm going to first touch on the
23 notification services engine. So, one of the things that Patent Owner has
24 argued all throughout is the fact that, well, integration tier can't be the
25 notification services because you've said, or the Petitioner has said that the

1 transfer options module 145 is the integration tier.

2 Well, one of the things that we can see was very clear in the
3 Petition is that we mapped both the notification services to -- we mapped the
4 notification services to both, the mobile application 145, and the transfer
5 options module 145, right? So, we can see in paragraph 69 that the mobile
6 application, I'm sorry, the notification services is disclosed by the mobile
7 application 145 because the mobile application can send notifications. So,
8 Patent Owner's focus on the transfer option module 145 doesn't actually
9 address the arguments that are raised in the Petition. And we've shown in
10 paragraph 36 as well about the -- how a POSITA would understand the fact
11 that these are integrated components, that both of them can provide
12 notification. So, because they're all within the money transfer facilitator.

13 I'm going to move last to slide 38, and I jumped ahead before when
14 I said that this is the different communication channels. And the reason for
15 this is that Patent Owner has argued that the agent communication has to go
16 through the channel that goes through the web interface, but that's not what's
17 required by the claim. We can see here on slide 38 that when it talks about
18 the channels, it's the channels connected to the cloud based transaction
19 platform. It's not the channels that are connected to the web interface.
20 That's what was required. Dill discloses many different types of, oops,
21 sorry. What happened there? Dill discloses many different types of -- what
22 happened. Somehow my slide got deleted. Anyway, the point is that the --
23 there are multiple different communication channels in which you can go
24 through. I don't know why on my slide. I must have deleted that. Let me
25 see if I can do this. Here we go. Sorry. Here, it's back again. Slide 38, we

1 have multiple communication channels. So, what the claim requires is just
2 to receive communication from the agent terminal over at least one of the
3 channels connected to the computing system. And that's what's taught very
4 clearly in Dill.

5 So, with that, I --

6 JUDGE HOSKINS: So, Mr. Bowser, this is Judge Hoskins. I
7 have a follow up on that. With respect to the '196 patent specifically, and
8 this may be an issue where, or an area where the claims may differ, when it
9 says, what you've -- your snippet here on slide 38 refers back to the plurality
10 of channels. And when we go back up to the integration tier limitation,
11 which introduces the plurality of different communication channels, it ties
12 those channels in with the web services communication mechanisms. So,
13 and Patent Owner says, you know, that provides the antecedent basis. So
14 those two limitations are tied together in that regard. So, do you have a
15 response to that?

16 MR. BOWSER: Yes, Your Honor. So, we can see -- let me
17 reproduce the language here. I'm on slide 4. And you're referring to the
18 antecedent basis issue. So, let's look at the actual claim language that says,
19 so there's an interface with a plurality -- or over a plurality of different
20 communication channels. And I'm on the righthand side referring to the '196
21 patent. And then we say, receiving communication from the agent terminal
22 over at least one of those channels, right? Well, it doesn't exclude there
23 being other channels. What Patent Owner is arguing is essentially saying is
24 because of antecedent basis, it has to be only those channels that go through
25 the web interface or the Web service.

1 JUDGE HOSKINS: I don't know if that's Patent Owner's
2 argument. Isn't Patent Owner's argument that we have to have at least one
3 channel that meets both of those limitations? That is, it's interfacing with the
4 web services communication mechanisms as according to the purple and
5 blue here on slide 4? And then also that that one channel also is configured
6 to receive communication from the agent terminal. Certainly, there may be
7 other channels out there, but we've got to have at least one channel that does
8 both of those things, don't we?

9 MR. BOWSER: Well, we see, Your Honor, that and we've talked
10 earlier, I'm going to move back to slide 38. We've shown here multiple
11 different types of channels, and one of which is the fact that the agent 135,
12 and you go to paragraph 90 they can communicate over any of the channels.
13 So, the agent in paragraph 1 -- sorry, paragraph 90 says that you can
14 communicate over wired or wireless communication mediums, right? So, it
15 can use a variety of channels, and one of those can be going through the
16 web. That's what that's -- so we have at least one those channels going
17 through the web.

18 JUDGE HOSKINS: Well, what's your best disclosure for saying
19 that the agent 135 communicates with the transfer options module 145
20 through the web?

21 MR. BOWSER: Well, Your Honor, the best disclosure is in
22 paragraph 90, where we say that the agent can communicate with any variety
23 of channels. And then, but you have to take that in context of how the agent
24 can communicate via wired or wireless communication channels, so one of
25 which could be the mobile network. Another could be through a wired

1 connection, for example, through the web.

2 JUDGE HOSKINS: Thank you.

3 JUDGE ZECHER: Mr. Bowser, this is Judge Zecher. Can we
4 take a step back to the SIM card limitation that's only present in the '488
5 patent? I think it's slide 32. Did I understand you to argue that Dill doesn't
6 explicitly disclose the SIM card, correct?

7 MR. BOWSER: That's correct. Dill discloses the concept of
8 machine readable mediums. And what we've pointed out is what was well-
9 known in the art is that in the context of mobile applications, as we can see
10 in slide 33 is Bykov. It has -- it was well-known in the mobile wallet
11 context to use that in a SIM card. And we have Dr. Shamos saying very
12 clearly if a device has cellular capabilities, the questions I asked him just
13 generally speaking about if it's a cellular device, he says yes, if it's a cellular
14 device it has to have a SIM card. So, that's what we've pointed out.

15 JUDGE ZECHER: So, it's not explicit in Dill, it is not inherent,
16 and we're kind of what? It would have been obvious to put a SIM card in a
17 Dill in light of Bykov, is that what you're saying?

18 MR. BOWSER: What we're saying, Your Honor, is that a
19 POSITA would understand that in Dill's implementation, it would include a
20 hardware SIM card because it uses the more general term, machine readable
21 medium. But in the context of a mobile device, it would have a SIM card.

22 JUDGE ZECHER: I see what you're saying now. I guess I'm just
23 struggling to see where you said that in the Petition. And I'll reference you
24 back to the '488 Petition, I think where the SIM card comes up is on -- let me
25 see here if I can find the correct spot.

1 MR. BOWSER: 23 to 24.

2 JUDGE ZECHER: 23 to 24. Thank you.

3 MR. BOWSER: So, we say, at the bottom of page 23, that a
4 POSITA would have understood machine readable mediums suitable for
5 storing electronic instructions. That a POSITA would've understood that to
6 include a hardware SIM card, based on what was known in the art, as
7 evidenced by Bykov.

8 JUDGE ZECHER: So that's, those two sentences there, which
9 you're kind of latching onto to make kind of this obvious type argument.
10 Because there are some sentences there that are a little bit loose on the
11 bottom of 24, or the paragraph that bleeds into 24 says, thus Dill still teaches
12 it. So, it's not really, you seem to be suggesting that Dill's disclosing it to us,
13 but that is really not the case, correct?

14 MR. BOWSER: Well, no, Dill doesn't expressly use the terms
15 hardware SIM card, but what we've shown is -- you're right, it is a little bit
16 loose there in the sense of we say Dill teaches 1.3B. But in a preceding
17 sentence, we made very clear that a POSITA would understand Dill's
18 teachings of the medium to be a hardware SIM card.

19 JUDGE ZECHER: Okay. Thank you.

20 JUDGE HOSKINS: So, Mr. Bowser, you're a little bit beyond
21 your -- your 50 minute reservation. So, it's been kind of, we've been
22 pestering you. If you choose to stop now we'll give you your full 20 minutes
23 on rebuttal. But if you want to keep on going, now we're going to start
24 eating into your rebuttal time.

25 MR. BOWSER: So, I'm going reserve the rest for rebuttal. Thank

1 you.

2 JUDGE HOSKINS: Thank you very much. So then, Mr. Theiss,
3 you're up. You can (INDISCERNIBLE).

4 MR. THEISS: Yes. I just want to confirm that the Board can hear
5 me. Is there any problems with my audio?

6 JUDGE HOSKINS: We can hear you just fine. Thank you.

7 MR. THEISS: Absolutely great. Technology is great when it
8 works. So, if I can reserve 20 minutes and also share my screen as well.

9 JUDGE HOSKINS: That would be great.

10 MR. THEISS: Thank you. Hopefully, you can see my screen.

11 JUDGE HOSKINS: Yes, we can. Thank you.

12 MR. THEISS: I would like to start on slide 14 of Petitioner's
13 demonstratives. A lot of time was spent on this particular slide.
14 Specifically, I would like to highlight the section that Petitioner has
15 highlighted. And note how selective the highlighting is. Specifically,
16 reading the integration tier 101 can also include a communication, e.g., web
17 services API, and/or other communications mechanisms to accept messages
18 from channels 111. And we see on Figure 1, there is the integration tier 101
19 is labeled, and then there are many channels that are enumerated. I'm
20 reading from right to left. We start with the J2ME, so that's the Java
21 environment, and we have Blackberry, Android, et cetera. Web is one of
22 those, and there is, Your Honor, a difference between a web interface and a
23 web services interface.

24 Petitioner also said that the notification services also somehow
25 implicate web services, and we completely agree. However, if we look at

1 what Petitioner has highlighted here, it says the notification services 102 can
2 be configured through a web services interface. It's not saying that the
3 communications here that we're talking about, the integration tier and the
4 plurality of channels that we're talking about with regard to the 111, we are
5 talking about you can use a web interface to program how the notifications
6 services work.

7 So specifically, the web services here that we're talking about as it
8 says are going to just accept messages from the channels 111. Also want to
9 point out, moving to slide 18 of Petitioner's demonstratives, there is a
10 highlighting here of interface that Your Honors had asked questions about
11 where this appears in the Petition or in their replies. It's not there, Your
12 Honor, besides that one sentence. It was not briefed. It is not in the expert
13 testimony. It is not in the record. And this is more than a box drawing
14 exercise, as Petitioner has attempted to characterize it. They specifically
15 identified what the web interface is and what their respective channels are.

16 Then going to slide 24 of Petitioner's demonstratives. There was a
17 very lengthy conversation here about how the web interface works, and
18 Petitioner said that there's a teaching that the agent 135 can communicate
19 with the web services 137 because paragraph 90 teaches that the agent can
20 communicate via wired or wireless. There's lots of communication that is
21 wired or wireless. There's lots of types of communication that don't go over
22 a web interface, let alone a web services interface, that go over a wired or
23 wireless interface. They're just different things. And it's not what Petitioner
24 has pointed to as being the communication channels. And nowhere in Dill
25 does it teach, suggest, imply, that the agent communicates with the Web 137

1 over the wired or wireless mechanisms that it can connect to.

2 Then going to, again, to Petitioner's slide 32. Your Honors asked
3 questions about this, and I think it's important to note that in Dill we have a
4 disclosure of a broad genus. It's basically saying that the application can run
5 somewhere. And Petitioner is asking you based on a broad disclosure of a
6 genus to find obvious a very specific species. And to get to that conclusion,
7 they're relying upon a teaching in Bykov and the testimony of Dr. Houh.
8 Now, Dr. Houh has never designed a SIM card. He's never worked with
9 wireless networks. We asked him many questions about his exposure to
10 wireless networks, and it was pretty much limited to he might have
11 overheard some conversations in his lab at MIT.

12 But let's go look at what Bykov actually teaches, and I showed on
13 paragraph 33, I'm sorry, page 33 of Petitioner's demonstratives. A user, I'm
14 going to read the highlights -- highlighting from paragraph 28 as highlighted
15 by Petitioner, a user may obtain this module in the SIM module from their
16 financial institution and plug it in a SIM card slot, if the module is in SIM
17 form, of their cellular phone and use the phone for financial transactions
18 transparent to the main functionality of the phone. And, Your Honors, this
19 is a very important distinction. Just because something can fit in a SIM card
20 slot does not make it a SIM card. Specifically, Dr. Shamos introduces the
21 GSM standard that the patent discusses that it could be a GSM SIM card,
22 specifically exhibits 2000 to 2025 is the GSM standard that goes into very
23 great detail as to what constitutes a SIM card in relation to the SIM card slot.
24 Mr. Bowser disagreed, and I think everyone is in agreement that the critical
25 aspect of what makes a SIM card a SIM card is that it can authenticate a

1 mobile device to a wireless network. All parties are in agree agreement with
2 that. What Bykov is teaching is that -- oh, it's kind of convenient, my slide
3 here popped up. What Bykov is nearly teaching is that you can remove the
4 SIM card, remove your connection to the wireless network, and instead
5 insert a different card that happens to use the same form factor, but doesn't
6 allow you to connect to the wireless network to have a secure computing
7 platform that is your phone.

8 JUDGE DIRBA: Mr. Theiss, this is Judge Dirba, and I apologize.
9 So, you proposed a particular construction of hardware SIM card that was
10 fairly specific or used lots of words. Is your position premised on that
11 construction, or would you say that the Petitioner hasn't shown that Dill
12 discloses or that it would have been obvious in light of Dill to put this
13 mobile application on a hardware SIM card, even if you don't construe the
14 claim in that way, to have your particular construction of a SIM card?

15 MR. THEISS: Yes, Your Honor, I think your observation that we
16 used a lot of words to describe something that in retrospect should have used
17 fewer words to describe, but what we're trying to describe is what is in our
18 references. We're actually basically quoting from the mobile application
19 development with SMS and SIM toolkit, the way they described it. We were
20 trying to ground our understanding of this term as it's instructed in *Phillips*
21 in something other than Dr. Shamos's testimony. We showed that it's
22 consistent with the GSM standard. It's consistent with a textbook on how
23 you develop things for the SIM card. So yes, Your Honor, the key elements
24 of the SIM card is that it allows the user's device to be able to authenticate to
25 the wireless network to make phone calls and send to SMSs. The hardware

1 aspect and what the real verbiage comes in is to differentiate it from a
2 software SIM card, or other memory that is in the device. A SIM card is a
3 discrete memory component. So that's what we were trying to capture in the
4 first part, the wordy part of our definition is that it's something discrete from
5 the other memories and the processors in your phone. Do you have a follow
6 up question on that, Your Honor?

7 JUDGE DIRBA: No, I don't. Thank you.

8 MR. THEISS: Great, just give me one second. So, I just wanted,
9 so I wanted to start with web services and there is -- Petitioner, can you
10 show me a picture?

11 JUDGE HOSKINS: You're on Patent Owner's slide number 6 at
12 this point. Is that right?

13 MR. THEISS: That is correct, Your Honor. Yes, I'm on Patent
14 Owner's slide number 6. I apologize for not putting it on record. Yes. On
15 Patent Owner's slide 6, we are looking at the opposition of the Petitioner.
16 And the Petitioner is effectively taking umbrage to the fact that web services
17 is not expressly defined and, Your Honor, our patent law does not require
18 you to teach everything that is commonly known by a POSITA. It would
19 make our patents completely unintelligible if you had to explain how a
20 screw worked every time you recited a screw. However, as is held in
21 *Phillips*, is that we start with what the claims say. We start with, then we go
22 to the prosecution, we go to the document itself. We go into the prosecution
23 history. And then, we look at that through the lens of a person of ordinary
24 skill in the art. And then if that doesn't resolve the matter, we then start to
25 look to the type of documents that a person of ordinary skill in the art would

1 have looked to at the time to discern the meaning of the terms. And we have
2 provided numerous citations to buttress Dr. Shamos's statements about what
3 web services are and how critically different web services are from a
4 website. They are fundamentally different things. And Petitioner hasn't
5 offered any citations, anything to explain how our treatises are wrong, our
6 textbooks are wrong, but the only thing they've offered is conclusory
7 statements that Dr. Shamos's statements are incorrect. They haven't
8 provided anything else to say that, no, here is a learned treatise that says that
9 web services means something else.

10 The reason that I believe they didn't provide such a thing because it
11 is such a standard term on its in dictionaries that web services very
12 specifically relate to machine to machine communications. And it's
13 fundamentally different than a website. Our patent uses a different term for
14 that. And Dill absolutely teaches that you can log into a website. And --

15 JUDGE HOSKINS: Mr. Theiss?

16 MR. THEISS: What? Yes, I'm sorry?

17 JUDGE HOSKINS: It's okay. This is Judge Hoskins. I just want
18 to make sure I understand exactly what your construction for web services
19 is. And as I understood it, it is what you've highlighted here on your slide
20 number 6. So, there are two components to what you think defines a web
21 service. The first is that it involves a machine to machine interaction using
22 internet web protocols. That's number one. And then number two is we also
23 have to have a computer-to-computer function invoked automatically, and
24 not at the request of a user, and that's the second part. Do I have that
25 correct?

1 MR. THEISS: Well, we don't think it's really a two-part. We
2 would more characterize it as the second part is explanatory to the first part.
3 And what we're trying to do there is to reconcile the language that was used
4 in the standard document with, well a single sentence, for lack of better
5 terms. The key element of a Web service is it is not a website and it's
6 machine to machine. So, clicking on a hyperlink would be an example of a
7 not machine to machine because it's displaying a web page.

8 JUDGE HOSKINS: Where do you -- I understand where you get
9 from your extrinsic evidence, the machine-to-machine interaction. I see that.
10 Where do you get in your intrinsic evidence the exclusion of a website? So,
11 I mean, isn't a website a machine-to-machine interaction, to put it in a
12 different way?

13 MR. THEISS: Yes. No, it is not, Your Honor. The key difference
14 between the two is in the case of a website, there is a graphic user interface.
15 There is something, the intent of the communication is to display something
16 to a user. In the case of web service, at most, it's going to respond with
17 something like a JSON request or XML that is not in a human intelligible
18 form. It can only be interpreted and understood and interacted with by
19 calling a specific function and getting back a specific result in a specific
20 computer understood format.

21 JUDGE HOSKINS: So why isn't, you know, the HTML language
22 sufficient for that?

23 MR. THEISS: Because the intent of the HTML language is for it
24 to be rendered and displayed. We're not disputing that there are some
25 websites that will implement web services functionality. However, it is not

1 inherent in every website that it includes a web service. And further,
2 Petitioner has not attempted to even offer that argument that there is
3 inherently a web service in Dill's sort of broad disclosure that you can log
4 into a website and perform a transaction.

5 JUDGE HOSKINS: Okay. Thank you.

6 JUDGE ZECHER: Mr. Theiss, this is Judge Zecher. Can we just
7 take a step back? I'm struggling to understand why we need to go outside
8 the intrinsic record to construe this term. I read through, let's say, for
9 example, the '488 patent. It looks like Web Services appears twice outside
10 the claims, both in the context of APIs. So why do we need to -- what leads
11 us to go outside this specification and the claim language to get to your
12 extrinsic record to construe this term? Why do we need to do that?

13 MR. THEISS: Well, I don't you just, sir, have to go outside the
14 extrinsic record to get to what the meaning of a person of ordinary skill in
15 the art would have understood the term to mean. I think what's very
16 important and is demonstrative of how this is a common term among
17 POSITA is appears on column 9 of the '196 patent, specifically at line 66, 65
18 and 66 where it says the integration tier 101 can also include a
19 communication and then in parenthesis it says, e.g., web services. By
20 putting an e.g., example given, it is using it in the context that a person of
21 ordinary skill in the art would know this is a type of thing, and that known
22 thing would have a known structure and would operate in a certain way.

23 JUDGE ZECHER: Okay.

24 MR. THEISS: So, based on the intrinsic -- I'm sorry.

25 JUDGE ZECHER: Yeah, the '488 has the exact same language,

1 but why do I need to go outside this intrinsic record here, then? That's my
2 question. Why do I need to go to these standards documents that you
3 produce to get what Web Services is?

4 MR. THEISS: Oh, Your Honor, I don't think you have to go that
5 far. I think you can go into what it actually says in that specific paragraph
6 where the communications channel, I'm sorry, the integration tier can also
7 include a communication, API, and/or other communication messages and to
8 accept messages from channels 111. So, Your Honor, I think you can go
9 right from that is that if you look at Figure 1 of our patent, where you have
10 various things like J2ME, Blackberry, Android, et cetera, you're seeing that
11 you had fundamentally machines and different types of machines in different
12 types of operating systems that are interfacing with each other. So yes, Your
13 Honor, I don't think you need to get to the extrinsic evidence. And when
14 you do get the extrinsic evidence, it's consistent with what is described in
15 both patents.

16 JUDGE ZECHER: Well, to be fair, if I go to Figure 1 of your
17 patent, I look at it and I look at these connections to integration tier 101, it
18 just says Web. It doesn't say Web Services. And you seem to be
19 emphasizing that the term web services has a specific meaning in light of --

20 MR. THEISS: Your Honor, I actually think you've highlighted a
21 very important point there. The Web being highlighted there is a website. If
22 we go back to what column 9 says, the integration tier is configured to
23 manage mobile wallet sessions and maintain integrative financial
24 transactions. Integration tier can include a communication, e.g., web
25 services, API, or other communication mechanisms to accept messages from

1 channels 111. The Web that you've highlighted in Figure 1 is just one way,
2 a website that you could interact with the integration tier. It is not a web
3 services -- it by itself is a not web service, it's just a website. The web
4 service comes in, and this is a very important distinction that you asked
5 opposing counsel on is the web service is the connection between the
6 various channels and the integration tier. That's what's reflected in the claim
7 language and explained in column 9.

8 JUDGE ZECHER: Okay. Thank you. I don't have any follow up
9 question.

10 MR. THEISS: So moving on, looking at slide 7 of Petitioner's
11 demonstratives, I'm sorry, Patent Owner's demonstratives. Fundamentally,
12 web services are different than websites and web pages. So, going to slide
13 10 of Patent Owner's demonstratives, there's a great discussion about
14 including and as laid out in the Petition, the web interface is external to the
15 integration tier. And I'd like to point out that Petitioner has played a little
16 fast and loose with regarding what is the integration tier in the proposed
17 mapping to Dill. Is it 142? Is it 145? It's a bit unclear as to which
18 functionality they're pointing to, but clearly as identified by the Petitioner in
19 the Petition, as master of the complaint, they identified the Web interface
20 137 that is external to what they've alleged is the integration tier, it's outside.
21 And there's no dispute about it.

22 Now, there was no discussion about anywhere in Dill that the
23 mobile wallet application interface with the Web interface 137. It is Patent
24 Owner's position that a website or web browser is not a mobile wallet
25 application. There is no teaching or suggestion or anything in the record that

1 says that a mobile wallet application or its analog in Dill communicates with
2 the web. As Your Honors have asked Petitioner -- it's listed as an
3 alternative. You can either access the system through the mobile wallet
4 application, a website, or through IVR. There just is not any teaching,
5 suggestion, anything that the mobile wallet application accesses anything via
6 the web interface.

7 And going to slide 12 of Patent Owner's demonstratives.
8 Specifically, on the right we are showing what Petitioner has alleged are the
9 plurality of communication channels. None of those are connecting to the
10 web interface with the exception of the one that now Petitioner is potentially
11 arguing is the interface itself. There's no discussion or no anything in the
12 record of how a channel can interface with itself, there's just nothing in a
13 record about that. So, Petitioner doesn't attempt to identify anything that
14 interfaces with the web. And we agree with your position, Your Honor.
15 Your Honor had said, does the claim require at least one of the plurality of
16 channels to meet the claims limitation? Yes, Your Honor, that is Patent
17 Owner's position is that at least one of the channels needs to be there for the
18 claim limitation to the met.

19 Going to slide --

20 JUDGE ZECHER: Mr. Theiss, could you respond to what I
21 understood Petitioner to argue that in Dill at paragraph 90, it's kind of open-
22 ended. You could have a variety of different channels that each of the
23 entities involved could use, such as the mobile device or the agent. And I
24 think I understood him to argue, that you could have an instance where
25 maybe the sender, 105, uses his mobile device to access the system over the

1 web. And then on the back end of it, the agent does the same. They access
2 the systems over the web. So, can you just respond to his point about
3 paragraph 90 of Dill?

4 MR. THEISS: Yeah. Your Honor, I'd first like to note that that is
5 not testimony that was offered by their expert. We haven't had an -- it wasn't
6 proffered in the Petition. It just isn't in record currently. To the extent that
7 they're saying hypothetically about how Dill potentially could be re-adapted
8 or modified, that's beyond the scope of what we have had an opportunity to
9 respond to. However, what you're seeing there is sort of a broad disclosure.
10 Again, about a wired or wireless connection. That doesn't necessarily mean
11 that you get to the Web interface. And further, even if the agent in the
12 hypothetical situation where the agents were to log into a website, that
13 doesn't meet the claim limitations either because we're talking about a web
14 service, and a web service is not a website. There's nothing in Dill about
15 this potential hypothetical situation. And even if the hypothetical situation
16 were there, it still doesn't meet the claim limitations.

17 JUDGE ZECHER: So, you're saying that the open-ended nature of
18 it it's so vague it doesn't mean that two different entities involved in the same
19 transaction are both using the Web service 137 in Dill?

20 MR. THEISS: Well, Your Honor, in one of the potential
21 hypotheticals that I believe Petitioner laid out is that the sender accesses the
22 website, and the receiver also accesses to the websites. In neither of those
23 instances is the mobile wallet application implicated or utilized, so it's sort
24 of an irrelevant hypothetical. In another hypothetical that was discussed,
25 which isn't discussed in Dill, was the agent logging into a website and

1 potentially the user -- the receiver logging into the same website. Again,
2 there's no mobile application being used in that situation. It's not disclosed
3 in Dill, and in that case, it's just not disclosed. It's unclear how that would
4 even work under Petitioner's proposed construction about what the interface
5 is, what the channels are, because it's just is not taught.

6 JUDGE ZECHER: Well, putting aside this whole notion of
7 logging into a website, do you think Dill contemplates that sender 105 can
8 use its mobile wallet to access the system through Web interface 137, and
9 then on the flip side that the recipient could use their mobile wallet to access
10 the system through the Web interface 137? Or is it just a one-way street?
11 You can't have both of these guys accessing the system through 137.

12 MR. THEISS: Well, Your Honor, I think I first need to clarify one
13 point that you made. I do not believe that the mobile wallet application is
14 ever interfacing with the website.

15 JUDGE ZECHER: When you say ever interface, are you saying
16 directly, indirectly? What do you mean?

17 MR. THEISS: There is nothing in Dill that teaches that the mobile
18 wallet application is a web browser, has a web browser. And that definitely
19 would not be in keeping with our claim construction, about what the mobile
20 wallet application is, it would be a security vulnerability if the mobile wallet
21 application were a browser, a mobile application is not made in that browser.

22 So, if the user were to log into a website, I do believe Dill
23 contemplates that the user can log into a website using a standard web
24 browser. Yes, Your Honor.

25 JUDGE ZECHER: No, no, no. I'm saying putting aside that.

1 There's multiple ways they can access the system. It's not necessarily
2 through a website. I'm asking whether or not Dill contemplates that the
3 sender 105 can use the mobile wallet executing on its mobile phone to
4 access the systems through interface 137. And then on the flip side, can the
5 recipient do the same thing? That's what I'm asking.

6 MR. THEISS: Yes, Your Honor. I do not believe there is any
7 teaching in Dill that suggests the mobile wallet application running on the
8 mobile device accesses the web services 137. At most, Dill teaches that a
9 web browser running on a user device, be it a laptop or a PDA or whatever,
10 can access a website.

11 JUDGE ZECHER: Feel free to move on.

12 MR. THEISS: Yeah. So, I just wanted to highlight that in the
13 institution decision, the Board noted that Petitioner does not appear to
14 substantiate, I'm reading from slide 13, a contention that Dill's transfer
15 options module 145 interfaces with itself. Though Petitioner was afforded
16 multiple opportunities to address this issue, Petitioner did not. You can see
17 we produced there is Dr. Houh's supplemental declaration. He does not
18 offer any testimony onto it. There is no additional evidence of how Dill's
19 transfer module interfaces with itself in the record.

20 JUDGE DIRBA: Mr. Theiss, a question on that. So, also in the
21 institution decision, it noted that Petitioner's contention was that the
22 notification services engine was taught by transfer options module 145
23 and/or mobile application 145. Did you address the mobile applications
24 145, or did you address that aspect of Petitioner's contention at all in your
25 briefs?

1 MR. THEISS: Just give me one second to fully appreciate what
2 Petitioner's position was there. So, when it comes to the notification's
3 module, it's not relevant to what we're talking about here because the
4 notifications are analogous to the notifications that are taught in our patent
5 with regard to reference to number 112. The channels 111 are not the
6 notifications 112. They're just fundamentally different things. And to
7 conflate the two is problematic.

8 JUDGE DIRBA: I'm not sure I heard an answer to my question
9 there. So, I have understood and as you noted in the DI, or you noted the
10 passage of the DI there that made that reference to part of Petitioner's
11 contention. But Petitioner contended in the Petition that the notification
12 services engine was taught by transfer options module 145 and/or mobile
13 application 145. And in your Patent Owner response, you point out that
14 Petitioner didn't substantiate its contention that transfer options module 145
15 teaches the notification services. My question is, did you address the other
16 aspect of Petitioner's contention? In other words, Petitioner said this
17 limitation was taught by A and/or B. You explained why A doesn't meet the
18 limitation. Did you also address B?

19 MR. THEISS: I believe we didn't in our paper specifically.

20 JUDGE DIRBA: Okay. Thank you.

21 MR. THEISS: So, this was a point of contention with regards to
22 the questions that Your Honors asked of the antecedent basis issue. I believe
23 the slide highlights it very well, and I believe your question -- your questions
24 to Petitioner highlight the issue here. And specifically, we are talking about
25 the plurality of channels and the particular channel. That's the antecedent

1 basis for it. So, our claim specifically requires that at least one of the
2 plurality needs to meet the claim elements.

3 JUDGE DIRBA: And one addition, this is Judge Dirba again.
4 One follow up question on that. That argument applies -- the argument that
5 you have on your slide 14 applies to the 398 IPR, but not the 399 IPR. Is
6 that correct?

7 MR. THEISS: Yes. Yes, that is one of the instances where there's
8 slightly different claim language, Your Honor. However, conceptually, the
9 same concept is there, where we maintain that in both cases. The
10 communication needs to go over through the web interface, well, the web
11 services interface specifically. This is what we were talking about before,
12 where in the reply brief Petitioner is saying that Dill disclosed that the agent
13 135 may communicate with money transfer facilitator 140 through a wired
14 or wireless communications channel to direct funds in the transfer.

15 However, there is no teaching or suggestion or anything that
16 teaches that there's a communication to 137, which is what Petitioner has
17 identified as the Web interface. This is just further highlighting that. We
18 are on slide 16 I believe, and we're just going to conclude on this slide.
19 We're reproducing on the left portion our sur-reply that's showing that 137 is
20 mapped to the Web services communication mechanism. The
21 communication channels are mapped separately. There's just no -- there is
22 no connection between the Web services and what Petitioner has alleged is
23 the integration tier, let alone a connection between web 137 and what
24 Petitioner identified as the mobile wallet application. There just is not any
25 teaching, suggestion, or anything in Dill that suggests that. And unless Your

1 Honors have any further questions, I'll save the remainder of my time for
2 sur-reply.

3 JUDGE HOSKINS: Okay. So, this is Judge Hoskins. Hearing
4 none, I clocked you at 30 minutes for your -- what we just went through.
5 We don't allow you to reserve more than half of your time for rebuttal. So
6 that means you've got 35 minutes per your rebuttal when we come back to
7 you.

8 MR. THEISS: That's perfectly fine. Thank you, Your Honor.

9 JUDGE HOSKINS: Okay. Thank you. So then, Mr. Bowser, you
10 have 20 minutes for your rebuttal period, and feel free to begin when you are
11 ready. Thank you.

12 MR. BOWSER: Okay. Thank you. I'm just, I am ready here. Let
13 me see if I can share something. So, okay. So, this is a -- there was a
14 question before about how the agent, whether or not that communicates
15 through the web. And I want to just point this out here in the '488 Petition.
16 We talk about how there's a number of different communication channels
17 going through the agent, and this deals with the limitation about the agent
18 terminal. All right? One of which is referring to the agent over particular
19 communication channels such as a website. And it's paragraph 51 and 52 of
20 Dill, right.

21 Now, let's go to paragraphs 51 and 52 of Dill, and, sorry, I want to
22 highlight a particular portion here. It says here, it should be noted the agent
23 and/or money transfer facilitator can also provide other channels for
24 accessing the services of the money transfer facility or 140. For example,
25 such channels can include but are not limited to a website. So, we have here

1 a very clear disclosure that the agent can communicate with the money
2 transfer facilitator 140 through a website. And we've pointed that out in the
3 Petition. So, it's very clear that that's taught that the agent can communicate
4 through the website of the money transfer facilitator. I'm going to go back
5 here. Just one point with respect to the -- you know what, that's the only
6 thing I wanted to raise on rebuttal. So, I have no more arguments unless the
7 Board has any questions.

8 JUDGE HOSKINS: Hearing none, thank you, Mr. Bowser. We
9 appreciate the presentation. So then, Mr. Theiss, you can begin your sur-
10 rebuttal when you are ready. Thank you.

11 MR. THEISS: So, there's just two very fundamental things. Mr.
12 Bowser highlighted that Dill teaches that the agent may access a website.
13 As we've said repeatedly, a website and a web service are different things.
14 Further, just because there's a website doesn't mean it's going through 137.
15 There are many implementations where it wouldn't go through a 137 and the
16 agent would have their own website. These things are not in the record. The
17 only thing that we have in the record is that Dill at most teaches a website,
18 which fundamentally is not a web -- which does not fundamentally include
19 web services. Further, accessing a website, via browser, is not a
20 communication mechanism for communicating with a mobile wallet
21 application.

22 Thank you, Your Honors.

23 JUDGE HOSKINS: Thank you, Mr. Theiss. So let me just pause
24 to make sure my colleagues don't have any questions for you. Okay. I see
25 them shaking their heads. Thank you. So, this case is submitted. I want to

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1 thank both counsel for their presentation today. I think this is very helpful to
2 the panel one way or another. So, we are going to adjourn.

3 (Whereupon the above-entitled matter went off the record at 3:08
4 p.m.)

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