

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

FINTIV, INC.,

Plaintiff,

v.

PAYPAL HOLDINGS, INC.,

Defendant.

Civil Action No. 6:22-cv-00288-ADA

JURY TRIAL DEMANDED

PLAINTIFF FINTIV, INC.'S PROPOSED TERMS FOR CONSTRUCTION

Pursuant to the Joint Motion to Enter Agreed Scheduling Order (Dkt. 28), Plaintiff Fintiv, Inc. ("Plaintiff" or "Fintiv") states the following:

Fintiv hereby identifies the following list of claim terms to be construed by the Court. Unless otherwise specified below, where a claim term or phrase is identified, Fintiv's position is that each claim term of the asserted patents, U.S. Patent Nos. 8, 538,845 (the "'845 Patent"), 9,892,386 (the "'386 Patent"), 11,120,413 (the "'413 Patent"), 9,208,488 (the "'488 Patent"), and the 10,438,196 (the "'196 Patent") (collectively, the "Asserted Patents" or "Patents-in-Suit") requires no construction and should be given its plain and ordinary meaning as read by a person of ordinary skill in the art at the time of the invention, in the context of the entire patent, including the specification and drawings. *See Phillips v. AWH Corp.*, 415 F.3d 1303, 1313 (Fed. Cir. 2005) (*en banc*); *Golden Bridge Tech., Inc. v. Apple Inc.*, 758 F.3d 1362, 1365 (Fed. Cir. 2014).

Fintiv reserves the right to amend the foregoing statement in the event further discovery or development of the evidence warrants such an amendment. Fintiv also reserves the right to amend or supplement this disclosure as may be appropriate, particularly in response to or in consideration of

Defendants PayPal Holdings, Inc.'s ("Defendant" or "PayPal") proposals and positions concerning claim construction, validity, and/or infringement, and/or in response to the meet and confer process concerning claim construction. Further, Fintiv reserves the right to contend that terms or phrases might be in need of construction or construe the terms or phrases identified by PayPal, as well as those that are subsumed within the terms and phrases identified by PayPal, after review and consideration of PayPal's disclosures, though such a reservation of rights is not an admission that any terms or phrases identified by PayPal require construction.

Dated: September 1, 2022

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served or delivered electronically to all counsel of record, on this 1st day of September, 2022.

/s/ Jonathan K. Waldrop
Jonathan K. Waldrop