IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

PAYPAL HOLDINGS, INC., AND PAYPAL, INC.

Petitioners,

v.

FINTIV, INC.

Patent Owner.

Case No. IPR2023-00744

U.S. Patent No. 8,538,845

VIDEO-RECORDED DEPOSITION OF KAI JOHNSON

REDWOOD CITY, CALIFORNIA

Stenographically Reported By:

Hanna Kim, CLR, CSR 13083

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PayPal - Exhibit 1037
PayPal v. Fintiv - IPR2023-00744
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U.S. Patent No. 8,538,845

Video-recorded deposition of KAI JOHNSON taken on behalf of the Petitioner, at 255 Shoreline Drive, Suite 520, Redwood City, California 94065, upon the stipulation of counsel thereof, on Thursday, March 7, 2024, before Hanna Kim, CLR, Certified Shorthand Reporter, No. 13083.

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Redwood City, California

Thursday, March 7, 2024

9:23 a.m., Pacific Standard Time

--o0o--

THE VIDEOGRAPHER: Good morning. We are going on the record at 9:23 a.m., on March 7th, 2024. 09:23:18

Audio and video recording will continue to take place unless all parties agree to go off the record. 09:24:11

This is Media Unit 1 of the video-recorded deposition of Kai Johnson, taken by counsel for Petitioner, in the matter of PayPal Holdings, Inc., et al., versus Fintiv, Inc., filed in the United States Patent and Trademark Office, before the Patent Trial and Appeal Board, IPR Number 2023-00744. 09:24:32

The location of the deposition is 255 Shoreline Drive, Suite 520, Redwood City, California 94065. 09:24:46

My name is Shawna Hynes, representing Veritext Legal Solutions, and I am the videographer.

The court reporter is Hanna Kim, from the firm Veritext Legal Solutions.

I am not related to any party in this action, nor am I financially interested in the outcome. 09:25:03

If there are any objections to proceeding, please state them at the time of your appearance.

Counsel and all present will now state their appearances and affiliations for the record, beginning with the noticing attorney. 09:25:15

MR. KANG: Rob Kang with Winston & Strawn on behalf of Petitioner.

Also with me is Chris Gresalfi, also with Winston & Strawn, on behalf of Petitioner, and Travis Jensen, with Orrick, also on behalf of Petitioner. 09:25:29

MR. THEISS: Brandon Theiss, Volpe and Konig, for the Patent Owner. 09:25:45

THE VIDEOGRAPHER: Thank you.

Will the court reporter please swear in the witness.

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KAI JOHNSON,
having been duly administered an oath,
was examined and testified as follows:

EXAMINATION

BY MR. KANG:

Q. Good morning, Mr. Johnson.

A. Good morning.

Q. And I took your deposition in 2022.
Do you recall that? 09:26:16

A. I do.

Q. Yeah. And how many times have you been deposed before?

A. Before today?

Q. Correct. 09:26:22

A. I don't remember if it's three or four. I don't recall off the top of my head.

Q. Okay. And were those District Court litigations or PTAB proceedings?

A. I believe they were all District Court 09:26:39 proceedings, yeah.

Q. And so since you've been deposed before, I'll very briefly go over the reg- -- the rules.
Now, you understand you're under oath?

A. Yes. 09:26:52

Q. And you understand that oath is the same oath that you would take if testifying in a court before the judge and jury?

A. Yes.

Q. All right. 09:26:59
And you understand that unless your attorney asks -- or instructs you not to answer, you do have to answer my questions?

A. Yes.

Q. All right. 09:27:10
And if you don't understand my question, please stop me. Otherwise, I will assume you understood.
Is that fair?

A. Sure. 09:27:17

Q. Okay. And you understand that -- well, you can take breaks during this deposition. And all I ask is that you do not take a break while a question is pending.
Is that fair? 09:27:29

A. Okay.

Q. All right.
Now, did you prepare for this deposition?

A. Yeah.
Before I answer that question, let me 09:27:37

correct something. I think one of the depositions was in a -- a PTAB proceeding.

Q. Okay.

A. Thank you.
Did I prepare? Yes. 09:27:45

Q. How did you prepare for this deposition?

A. I reviewed the materials and --

Q. When you say "the materials," what do you mean?

A. Well, I was not quite done answering the 09:27:55 question. I would be happy to answer that.
I re- -- reviewed the materials that are referenced in -- in my declaration.

Q. Okay. You reviewed the materials cited by Petitioner in this case? 09:28:08

A. Which materials are you referring to?

Q. You reviewed the petition?

A. Yes.

Q. Okay. Did you review the expert declaration attached to the petition? 09:28:16

A. Yes.

Q. You reviewed the '845 patent?

A. Yes.

Q. And did you review any other Fintiv patents? 09:28:26

A. No.

Q. Okay. Did you review the file history of the '845 patent?

A. Yes.

Q. Okay. Now, did you meet with anyone to 09:28:33 prepare for your deposition today?

A. Yes.

Q. Who did you meet with?

A. Brandon here.

Q. Anyone else? 09:28:40

A. Dan as well.

THE COURT REPORTER: I'm sorry, can you say that again?

THE WITNESS: Sorry. It was "Dan as well." Dan's last name is -- 09:28:50

MR. THEISS: Golub. He's also with Volpe and Konig.

THE WITNESS: Thank you.

BY MR. KANG:

Q. Did you speak to anyone other than 09:28:58 attorneys at Volpe Konig in preparation for your deposition today?

A. No.

Q. And how long did you meet with the attorneys at Volpe Kon- -- Volpe Konig in 09:29:07

preparation for your deposition?
A. Maybe six or seven hours.
Q. And when did you meet with those attorneys?
A. Yesterday. 09:29:17
Q. Okay. And that was here in Northern California?
A. Yeah, just across the street.
Q. All right.
MR. KANG: All right. I'd like to mark as 09:29:30
Exhibit Number 1 the "DECLARATION OF KAI JOHNSON IN SUPPORT OF PATENT OWNER'S RESPONSE," which has been marked as Fintiv Exhibit 2007.
(Johnson Deposition Exhibit 1 was marked electronically.) 09:29:58
MR. GRESALFI: Here's a copy -- extra copy for you.
THE COURT REPORTER: I will hand it to the witness.
MR. THEISS: I have it electronically. 09:29:59
We're good.
Thank you.
BY MR. KANG:
Q. Now, Mr. Johnson, do you recognize this declaration? 09:30:04

A. I do.
Q. All right.
And that's your signature on the last page?
A. Yes, it is. 09:30:12
Q. And it was executed in San Diego, California?
A. Correct.
Q. And that's where you reside?
A. Yes. 09:30:19
Q. Okay. And how long -- well, let me just back up.
Did you write this declaration?
A. Yes.
Q. And how long did you spend writing this 09:30:25
declaration?
A. Oh, I don't recall exactly.
Q. Did you physically type the words of this declaration?
A. Yes. 09:30:35
Q. Every word?
A. Yes.
Q. Okay. And had you reviewed PayPal source code at the time you formed your opinions on the -- this declaration? 09:30:49

MR. THEISS: Objection. Form. Relevance.
THE WITNESS: I had reviewed some of PayPal's source code.
BY MR. KANG:
Q. Now, can you estimate how long you spent 09:31:00
on this declaration?
A. I -- yeah, I just said I didn't recall exactly.
Q. Yeah. Can you estimate?
A. Yeah, I don't know. It was a few days. 09:31:08
Maybe a week or two. I -- somewhere in there.
Q. And you had also put in a declaration in support of the patent on this preliminary response in this proceeding; correct?
A. Correct. 09:31:28
Q. And how long did you spend on that declaration?
A. I -- yeah, I don't recall exactly how long I spent on that one either.
Q. Okay. Let's turn to -- 09:31:41
THE COURT REPORTER: Counsel, could you move your mic over a little closer?
MR. KANG: I can -- I can adjust it if you want.
Here? Okay. 09:32:09

BY MR. KANG:
Q. Let's turn to your background section of your declaration starting with "QUALIFICATIONS" at Paragraph 7.
Are you there? 09:32:38
A. Sorry?
Q. Are you there?
A. Yes, I am.
Q. Okay.
A. Yes, I'm there. 09:32:43
Q. All right.
Now, you're currently the president of Sutton Abinger; is that right?
A. Correct.
Q. And is that a company you own? 09:32:49
A. Yes, it is.
Q. Okay. And it's a consulting company?
A. Yes.
Q. And it says you "provide services to U.S. and international clients in the areas of payment 09:32:57
systems, infor-" -- "information security, cryptography, and mobile applications."
Do you see that?
A. Yes.
Q. What kind of services does Sutton Abinger 09:33:06

provide?
A. It's a variety of consultant ser- -- consulting services ranging from technology architecture, to strategy, to standards compliance, alignment with PCI specifications and standards, 09:33:28
advice on implementation of cryptography and associated protocols, some advice for startups.
So it really depends on the -- the clients.
Q. Does Sutton Abinger provide software 09:33:46
development services?
A. No.
Q. Okay. And how long have you been president of Sutton Abinger?
A. Since 2014. 09:33:54
Q. Okay. And previously you were at Softcard, which is formerly known as Isis; correct?
A. Yes.
Q. Okay. And when did you work at Isis?
A. That was at -- at roughly between 2009 and 09:34:08
2014.
Q. As part of your work on Softcard or Isis, did you -- did your work require that you're familiar with financial regulations?
A. Not directly, but there were some cases 09:34:41

where it came up.
Q. And what kind of cases are you thinking of?
A. Well, in particular -- well, what Softcard was doing was -- was implementing contactless 09:35:02
payments from mobile phones, sort of what you see today in Apple Pay and Google Pay. So we were implementing that before those companies had managed to get there.
And part of the -- the original business 09:35:15
plans for that relied on some form of revenue from Interchange.
And then about the -- and so early time that -- that Softcard was being set up, the -- I forget the -- I forget the act. The German 09:35:37
amendment was passed, whichever act that's -- that applies to, changed the regulations for Interchange, particularly for debit cards, and that caused us to rework some of our product plans.
So, you know, that's sort of the context 09:35:53
in which financial regulations came up.
Q. And were you considered the subject matter expert on financial regulations at Softcard?
A. No.
Q. And aside from the Interchange regulations 09:36:06

that you just mentioned, can you recall any other financial regulations that you worked on while -- or, I'm sorry, that you dealt with in your work at Softcard?
A. Occasionally the banks that we -- that we 09:36:28
worked with, so that was Chase or American Express or Bank of America or Wells Fargo, they would ask us for compliance with various requirements of theirs, including some compliance with regulatory requirements that they felt were imposed. 09:36:46
So there were some cases where we had to deal with those things. I don't recall the specifics of it at this point. It was a while ago.
Q. Okay. And can you tell me any other experience that you have even outside of your work 09:37:00
at Softcard in financial regulations?
A. No, not specifically regulations. A lot of what I do is compliance with PCI, which is -- I don't believe is specifically a regulatory standard.
Q. And what is PCI? 09:37:22
A. Payment Card Industry Standard, and it's a -- a -- it's a body that sets standards for security within the -- the payment card ecosystem, primarily for credit and debit cards and -- so the likes of Visa and Mastercard will require 09:37:42

participants in those ecosystems to comply with various aspects of those requirements.
Q. Okay. And that's a private standard; correct?
A. I believe so. 09:37:54
Q. Okay. And have you ever worked -- or, sorry, in your work did you have to gain any knowledge of U.S. financial regulations aside from the ones that we've talked about?
A. Occasionally clients will ask me to align 09:38:10
certain security requirements, for example, with FFIEC regulations.
THE COURT REPORTER: FFIC?
THE WITNESS: FFIEC, yes.
That's something I've done for them in the 09:38:23
past. It's merely a matter of comparing requirements and aligning them so that they can be -- so that compliance with one set of requirements can be checked against compliance of a second set of requirements. 09:38:36
BY MR. KANG:
Q. And if you'll indulge -- indulge me, what is the FFIEC?
A. Oh, man. Do I remember off the top of my head? It is one of the regulatory bodies of the 09:38:44

U.S. Government that -- that covers financial institutions.

Q. Okay. And so if you turn to Paragraph 29 of Exhibit 1 --

A. Mm-hmm. 09:39:20

Q. -- starting with the sentence you say -- starting with the quotation you wrote, "'A POSITA would have had a bachelor's degree in electrical engineering, computer science, or equivalent training'" --

THE COURT REPORTER: Could you slow down if you're reading, please.

BY MR. KANG:

Q. -- "'and approximately two years of work experience in software development with a working 09:39:37 knowledge of mobile payment systems, regulations, and techniques.'"

Did I read that correctly?

A. Yes.

Q. And so why is it important that a person 09:39:47 of ordinary skill in the art of the '845 patent has a working knowledge of regulations?

A. In order to understand whether the -- whether the invention and -- that's disclosed in the '845 patent may be subject to certain regulations. 09:40:11

Q. And what regulations would the invention disclose in the '845 be subject to?

A. Perhaps banking regulations, if the subject of the '845 patent were a bank, which it is not. 09:40:26

Q. Okay. So -- so -- sorry, let me unpack that.

So the subject of the '845 -- 5 patent is not a bank; correct?

A. Correct. 09:40:36

Q. And so, it would not be subject to banking regulations?

A. Correct.

Q. Okay. So my question was, what regulations would the invention disclosed in the 09:40:48 '845 patent be subject to?

A. I don't know of any.

Q. Okay. And does the '845 patent cite any regulations?

A. Not that I recall. 09:41:00

Q. Okay. Now, very briefly, I want you to turn to Paragraph 152 of your declaration, Exhibit 1.

And, Mr. Johnson, you rendered some opinions about the validity of the '845 patent in 09:41:39

this declaration; correct?

A. No.

Q. Did you render any opinions on the -- wait. Let me back up.

You did not render opinions on the 09:41:57 validity of the '845 patent?

A. Well, so my opinions are in the declaration. You can see them there.

I have an overview of the patent. I have a discussion of the Petitioner's construction of 09:42:11 unbanked subscriber and a discussion of how that construction is not met by Tumminaro, which is what's alleged in the petition. And also, a discussion of how Tumminaro also meet -- does not meet the -- the Board's construction of unbanked 09:42:35 subscriber.

That Tumminaro does not teach that an unbanked subscriber can specify a payment method. That the petition does not demonstrate that Tumminaro teaches selecting a payment method. And 09:42:59 that the petition does not demonstrate that Tumminaro teaches a limit check, as recited specifically in Claim 1. So those are opinions in relation to the petition and the Board's institution decision. 09:43:17

Q. Okay. And so, is it your testimony here that you're not reaching an ultimate conclusion on the validity of the challenged claim in this -- in the petition?

A. Correct. That's not my -- that's not 09:43:29 the -- an opinion I've offered in the declaration.

Q. Okay. And so, your opinion is just whether the prior art satisfies particular claim constructions; is that fair?

A. My opinion's in relation to the specific 09:43:46 arguments that were mentioned.

Q. Right. And so, your ultimate opinion is that the Tumminaro reference does not invalidate the patent claims; correct?

A. Not as it's been argued in the petition. 09:43:57

Q. Okay. And so, based off the petition and the boards's construction, you are offering an opinion on the validity under those constructions; fair?

A. No. I'm just offering my opinion in 09:44:13 relation to the specific arguments.

Q. And so, you're not opining on the validity of the patents?

A. No, not specifically.

Q. Okay. You're not opining on the novelty 09:44:21

or nonobviousness of the patents?
A. Not other than as has been mentioned in here (indicating). There are some arguments in relation to obviousness, but not other -- not other than that. 09:44:36
Q. Well, you're not, for example, offering any opinions on the secondary indicia of nonobviousness; fair?
A. I don't believe I've made any arguments in relation to that. 09:44:46
Q. Okay. And so, turning back to Paragraph 52, which is -- or, sorry, 152, where this is -- where we all got started. Paragraph 152 of Exhibit 1 reads, "The Petition has not established a reasonable likelihood of success on the merits with 09:45:01 respect to Grounds 3." [As read]
Do you see that?
A. Yes.
Q. And is this the standard you applied in forming your opinions on this case? 09:45:10
A. Is what the standard?
Q. The reasonable likelihood of success --
A. I --
Q. -- is that the standard you applied?
A. Yes. 09:45:19

Q. Okay. And that's true for the -- sorry. Let me...
And so, is that true for all of the grounds of the petition?
A. Hmm. 09:45:42
Q. And I can direct you to Paragraph 18. It's not a trick question.
A. No, okay. I suppose so. Yeah. I don't recall --
Q. Well, you can go ahead and read Paragraph 09:45:51 18.
A. Yeah, I don't recall what I wrote, but I believe that's what I did.
Q. But you recall writing it; right?
A. I did write the petition, yes. 09:46:03
Q. Okay.
A. Sorry, what were you -- were you referring to in Paragraph 18?
Q. So you applied the stand- -- the legal standard that the Petitioner has not shown a 09:46:17 reasonable likelihood of success on all of the grounds of the petition; correct?
A. Correct.
MR. KANG: Now, I'd like to mark as Exhibit 2, U.S. Patent 8,538,845, which has been 09:46:36

stamped as Exhibit 1001 in this proceeding.
(Johnson Deposition Exhibit 2 was marked electronically.)
BY MR. KANG:
Q. Now, Mr. Johnson, you're familiar with 09:47:05 this patent, Exhibit 2?
A. Yes, I am.
Q. Okay. And this is the subject of your declaration that we've been reading, Exhibit 2007; right? 09:47:16
A. Sorry, was that a question?
Q. Yes.
A. Yeah. Yes, it is the subject of the deposition -- or the declaration.
Q. Okay. Now, you'd agree that all the 09:47:24 claims of the '845 patent are -- let me start over.
If I refer to this patent, Exhibit 2, as the '845 patent, will you understand that I'm referring to Exhibit 2?
A. Yes. 09:47:42
Q. Okay. Now, you'd agree that all the claims of the '845 patent required an unbanked subscriber; correct?
A. Yes.
Q. Okay. And just so that we're clear on the 09:48:11

nomenclature used in the '845 patent, the patent describes the component of a -- what's called an mFS program; right?
A. I believe so. Let me just have a look. Hold on. 09:48:33
Yes, mFS platform, is that the term you used?
Q. Program.
A. It might.
Q. And I can direct you to -- 09:48:58
A. Sure.
Q. -- Column 11, Line --
A. Okay. Thank you.
Q. -- 9.
A. Yes. 09:49:07
THE COURT REPORTER: If we can speak one at a time, please.
THE WITNESS: Oh.
MR. KANG: Apologies.
THE WITNESS: Sorry. 09:49:12
Column 11, 9 -- Line 9, yes, thank you.
The mFS program.
BY MR. KANG:
Q. Okay. And the mFS program is the same as the mFS platform; right? 09:49:19

A. I think the '845 patent makes some minor distinctions, but the two are related.
Q. Okay. And so, what's the distinction between the program and the platform?
A. I think you can see the distinctions in that paragraph that you were referring to in Column 11, that's Lines 9 through 16. Particularly, the last sentence, that "Each program" -- that's referring to the mFS program -- "includes a program owner" -- sorry -- "program owner and operator, a program platform" -- that's the mFS platform -- "a wireless partner services provider or MNO, and a partner bank." [As read] 09:49:33 09:50:04
So the sentence is making this distinction between the -- the program itself and the program platform, that's the mFS program and the mFS platform. 09:50:19
Q. And so, what is the mFS platform?
A. The '845 patent describes it in Column 9, starting at Line 14, as "an overall platform or ecosystem of different components that work together to provide the various functions described herein on a global scale." 09:50:43
And then I would look to the rest of the specification to confirm that and augment that 09:51:01

definition.
Q. Okay. And so, is it fair to say that the platform is kind of the hardware infrastructure or the software infrastructure that is part of the program? 09:51:15
A. Presumably one aspect of it.
Q. One aspect of it being --
A. Of the hardware and software infrastructure that the program includes.
Q. Okay. And so, the platform can include more than just the hardware and software infrastructure; is that your testimony? 09:51:34
A. Well, indeed it is. It says right here, "Each program includes a program owner and operator, a program platform, a partner wireless services provider or MNO, and a partner bank." 09:51:47
So there's more there than just the hardware and software infrastructure.
Q. Oh, yeah, so my question was about the platform, not the program. My question, Mr. Johnson, is, is it your testimony that the platform includes more than just the hardware and software infrastructure for the program? 09:52:01
A. Oh, I haven't looked at that in detail. I'd be happy to take a closer look at the '845 patent to determine that. 09:52:15

Q. Okay. Well, we -- we might have time to come back to that.
Would you agree that the term "program" refers to the mFS program? 09:52:27
A. If you would like to use that as a shorthand today, then --
Q. I'm just asking, when the patent uses the word "program," it's referring to the mFS program or the mFS system? 09:52:42
A. I would -- I think I'd look at each reference in context.
Q. Okay. So I could direct you to one instance of this.
A. Sure. 09:52:54
Q. If you could go to Column 6, Line 4.
A. Okay.
Q. Oh, I'm sorry. It's Line 13.
Do you see that the sentence reads, "Agents are representatives of the mFS transaction system or 'program.'" 09:53:28
Did I read that correctly?
A. Yes.
Q. Okay. And so, in this instance at least, is the '845 patent treating the term "program" 09:53:39

synonymously with mFS program?
A. (Witness reviews.)
After I've looked at this, I may ask you to repeat the question, but give me just a couple minutes here. 09:55:00
(Witness reviews.)
Can I ask you to repeat that question again?
Q. Sure.
The specification at Column 6, Line 13 uses the term "program" synonymously with mFS program; correct? 09:56:27
A. Well, no. Not even in -- in the literal sense, since Column 6, Line 13 says, "Agents are representatives of the mFS transaction system or 'program,'" it's not referring to the mFS -- sorry, you said mFS -- 09:56:50
Q. Program.
A. Okay. Yeah, no, it's not referring to that specifically. 09:57:02
Q. Is there a difference between the mFS system and the mFS program?
A. There may be a definition in here of mFS system. I'm not sure where it would be. But we already talked about the differences between the mFS 09:57:22

platform and the mFS program.
Q. And so, is the mFS system the same as the mFS platform?
A. Yeah, I just said there may be a definition of that in here. I'm not sure where it would be. I'd have to go have a look and check to make sure that they're being used in the same way. 09:57:35
Q. Okay. So you had pointed me to the -- the definition previously, so I thought you might know.
But it's at Column 9, Line -- Line 14. 09:57:47
A. The definition for mFS platform?
Q. And which also talks about monetary transaction system, which is that the same as mFS system?
A. I -- I don't know. I'd have to have a closer look on how those terms are used. 09:58:03
Q. All right. So, let's go back to what we were looking at previously, Column 11, Lines 9 through 16.
A. Okay. 09:58:22
Q. And so, the line you had written -- or sorry.
The last sentence reads, "Each program includes a program owner and operator, a program platform, a partner wireless services provider or 09:58:35

MNO, and a partner bank."
Did I read that correctly?
A. Yes.
Q. All right.
And so, what this says in the specification is that each mFS program requires at least one of each of these entities or components; right? 09:58:48
A. I'm not entirely sure that that applies on -- consistently throughout the specification because the paragraph -- or sorry, the sentence before that is referring to some specific embodiments. This sentence may be referring -- may be in that context. I'd have to go back and have a look at the rest of the specification to confirm that. 09:59:15 09:59:27
Q. Okay. And so, does -- you referenced the line before that line reads, "In some embodiments, there may be one mFS program implementation per country." 09:59:45
A. Indeed.
Q. Okay. And so, in context, this says that there may be one program per country, but each of those programs requires these -- a program owner and operator, a program platform, a program -- a partner 09:59:55

wireless service provider, and a partner bank; correct?
A. As you paraphrased it, I guess that's roughly about right. It -- you know, with the caveat that that's specific to some embodiments. 10:00:08
Q. Okay. And so, are there any embodiments in the specification of the '845 patent that do not include a partner bank?
A. I don't know. I'd have to have a closer look at that one again. I don't recall whether there might be some. It's possible, but I'd have to have a look. 10:00:29
Q. Okay. Are you prepared to answer that question today?
A. Sorry, I don't -- I don't think that's something I've written about in the declaration. 10:00:45
Q. You have no opinion on whether there are embodiments in the specification of the '845 patent that do not utilize a partner bank?
A. No. I'd have to go check at the -- I'd have to go look at the specification to answer that. 10:01:03
Q. So sitting here today, you have an opinion, but you don't know what it is; is that fair?
MR. THEISS: Objection. Form. 10:01:17

THE WITNESS: No. What I've said is, if you want to know whether or not the -- there are some embodiments in the '845 patent that might not require a partner bank, I -- my answer is, I'd have to go look at the specification to tell you that. 10:01:31
BY MR. KANG:
Q. All right.
It's not your declaration; fair?
A. I don't recall that it is.
Q. Okay. Why -- okay. 10:01:36
And so, how long would you need to answer my question as to whether there are any embodiments in the specification that do not utilize a partner bank?
A. Oh, I don't know. I guess I'd have to spend some time with that patent. 10:01:56
Q. And I'm asking how much time you would need?
A. Well, I forget how many pages the specification we actually have here. All right. 10:02:14
I don't know. If I had -- if I had maybe 45 minutes, I might have a start on it. Depending on what I find during that time, I don't know, it might take a little bit more.
Q. Okay. Now, in the '845 patent, the 10:02:36

"partner bank" refers to the primary bank participating in the mFS program; fair?
A. I don't recall where that's specifically defined.
Q. Okay. So if I could direct you to Column 11, 56 to 59. 10:02:58
A. Okay.
Q. The specification reads, "The term, quote, 'partner bank,' end quote, refers to the primary bank participating in the mFS program." [As read] 10:03:19
Did I read that correctly?
A. Yes.
Q. And so, what does it mean to be the primary bank participating in the mFS program?
A. (Witness reviews.) 10:03:31
Q. Mr. Johnson, it's been about five minutes.
If I might speed this along a bit, are you able to my question after your review?
A. Not after five minutes, no.
Q. Okay. So let's -- let's go back to where we were previously looking, Column 11, Line 56. 10:09:48
Now, the specification states, "The partner bank is responsible for holding the mFS program master accounts that hold the funds for all mFS services and transactions." 10:10:15

Did I read that correctly?
A. Yes.
Q. Okay. And so the specification says that there's a partner bank that holds what are called "mFS program master accounts"; correct? 10:10:27
A. Yes.
Q. And those are bank accounts?
A. Yes, they are.
Q. Okay. And they hold the funds for all mFS services and transactions; fair? 10:10:48
A. Yes.
Q. Okay. And so the mFS program master accounts provide -- well, let me -- let me ask it this way.
Do you -- are you familiar with a term called "float" in the context of the '845 patent? 10:11:06
A. Yes, I suppose so.
Q. Okay. And what is "float" in the context of the '845 patent? 10:11:19
A. I'm not sure that the '845 patent uses the term either consistently or correctly.
Float would be commonly understood to be funds that are -- funds related to a transaction that are held between the authorization of the 10:11:47

transaction and the settlement of the transaction.
So the -- the funds are still in the original account and have not been moved -- moved from that original account. So that's the -- the float. 10:12:02
I know the '845 patent uses that term. I'm not sure that it uses that term in that manner. But if you'd like to look at some specific instances, we could.
Q. Okay. Sure. 10:12:18
Can we turn to Column 11, Line 17.
A. Sorry, which line?
Q. 17.
A. 17?
Q. Yeah. 10:12:29
And so the first sentence reads, "The term," quote, "'mFS program master account,'" end quote, "refers to a bank account maintained by the mFS program partner bank to provide funds and float for the operation of the mFS platform." 10:12:47
Did I read that correctly?
A. Yes.
Q. All right.
And so what does providing "funds and float for the operation of the mFS platform" mean in 10:12:55

this -- in this paragraph?
A. Yeah, as I've said, I'm not sure about the use of the word "float" in this particular patent, but I think it's clear that what the sentence is saying is that the mFS program partner bank is holding funds -- this is in the mFS program master account -- that are used for the operation of the mFS platform. 10:13:14
Q. Okay. And is it fair to say that all the funds associated with the subscribers and agent companies' accounts held as eMoney are held as float in the mFS program master bank account at the partner bank? 10:13:29
A. Well, as I've said, I'm not really sure that the -- the usage of the word "float" in this patent is particularly clear. So I -- yeah. 10:13:51
Q. Well, let's set aside the term "float," then.
A. Okay.
Q. Is it fair to say that all the funds associated with the subscribers and agent company accounts held as eMoney are held as float -- or, sorry, held as funds in the mFS program master bank account at the partner bank? 10:14:02
MR. THEISS: Objection. Form. 10:14:18

THE WITNESS: Yeah, I'm not sure that the -- I'm not sure the '845 patent requires that.
BY MR. KANG:
Q. Well, it says here that the "'mFS program master account' refers to a bank account." 10:14:35
You agree it's a bank account?
A. Yeah. Yes, it's a bank account.
Q. And it's "maintained by the mFS program partner bank."
You agree that's a bank? 10:14:44
A. It's held by the mFS program partner bank.
Q. And when we say "held," that means the mFS program master account is an account at that partner bank --
A. Yes. 10:14:59
Q. -- fair?
A. Yes.
Q. Okay.
A. It's a bank account at that bank.
Q. Okay. And it provides -- setting aside 10:15:01 the term "float," it provides funds for the operation of the mFS platform; fair?
A. It does, yes.
Q. All right.
And so your opinion is that certain 10:15:12

embodiments of the patent may not require a partner bank and, therefore, may not require this mFS program master account.
Is that a fair characterization?
A. No, I haven't -- I haven't been able to 10:15:26 determine whether certain implementations require the -- the -- would always require the partner bank account.
I -- like I said, I could look through the patent and tell you that. 10:15:40
Q. Okay. But you'd agree that there are certain implementations of the '845 patent that use a partner bank; correct?
A. Yes.
Q. And you'd agree that certain 10:15:48 implementations of the '845 patent use a partner bank with an mFS program master account?
A. Mm-hmm.
THE COURT REPORTER: "Yes"?
THE WITNESS: Yes. 10:15:57
BY MR. KANG:
Q. And in those implementations, the mFS program master account provides funds for the operation of the mFS platform; fair?
A. Yes. 10:16:16

Q. And in those implementations, the mFS program master accounts hold the funds for all mFS services and transactions; true?
A. Yes.
Q. Okay. Now, let's go to your opinion -- 10:16:39 sorry, you -- the term "float." If we go to the '845 patent, Column 8, Line 38.
A. Column 8, Line 38.
Q. And could you read that paragraph from Line 38 to line 46 to yourself and let me know when 10:17:09 you've read it?
A. (Witness reviews.)
Okay.
Q. Okay. And so you see the last sentence says, "This balance is sometime re-" -- "sometimes 10:17:34 referred to as the 'agent company float.'"
Do you see that?
A. Yes.
Q. And when they say "this balance," it's referring to the balance at the beginning of the 10:17:45 paragraph, the term, quote, "agent company account balance"; right?
A. I believe so.
Q. Okay. And that refers to the sum of funds deposited at a partner bank by the agent company to 10:17:57

fund the agent company's daily transactions; fair?
A. Yes.
Q. All right.
And so going back to the concept you talked about, the -- the way float is used in -- by 10:18:09 one of skill such as yourself, that's the funds held in an account to kind of provide -- sorry, let me -- let me go back. Let me go back to what you had said. Let me withdraw that question.
Okay. So you said that float would be 10:18:30 commonly understood to be funds related to a transaction that are held through the authorization of the transaction and the settlement of the transaction; right?
A. If that's what I said, I should correct it 10:18:57 and say between authorization and settlement.
Q. Okay. And so you said the funds are still in the original account and have not been moved from that original account?
A. Correct. 10:19:11
Q. Okay. And so the -- the float is the -- the funds at the bank account; correct?
A. Well, in common usage, you know, all the funds will be at a bank account. But the float is specifically a set of funds that's related to a 10:19:28

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transaction that has not settled.
Q. Okay. And so in the context -- well, let me ask it this way.
This paragraph we're looking at in Column 8, Line 38 to 46, is that consistent with your understanding of the common usage of the term "float?
A. No.
Q. Okay. And what's inconsistent about it?
A. It's not as I've described. It's not funds held in anticipation of settlement. It's -- this is a -- this is a working account that's holding funds for -- let's see how it says it here -- the funds used "to conduct everyday business."
Q. And how is that different than funds in anticipation of settlement?
A. Those not necessarily are -- there's -- there's no presumption that there's a -- a pending transaction on these funds.
Q. Okay. And so when there are funds involving an agent's -- sorry. Let me start over.
When there are transactions involving an agent company's eMon- -- -Money balance, are the dollars backing that eMoney held as float in the

agent company account balance?
A. I'm going to have to look at some things, and then I'll have to ask you to repeat the question in a few minutes.
Give me just a second.
(Witness reviews.)
Well, that's lucky.
I guess that's it.
Q. And so, Mr. Johnson, are you --
A. I'll -- I'll answer your first question. Give me just a second.
Q. All right.
A. No, that's not it.
Okay. Could you repeat that last question?
Q. When there are transactions involving an agent company's eMoney balance, are the equivalent dollars backing that eMoney held as float in the agent company account balance?
A. Sorry, one more time.
Q. When there are transactions involving an agent company's eMoney balance, are the equivalent dollars backing that eMoney held as float in the agent company account balance?
A. Mm-hmm. Mm-hmm.

(Witness reviews.)
Okay. Sorry, I'm going to have to -- repeat the question one more time. Let me see if I've got it right. When there are transactions involving -- sorry, one more time.
MR. KANG: Would you mind reading it back?
Thank you, Ms. Kim.
THE COURT REPORTER: Question: "When there are transactions involving an agent company's eMoney balance, are the equivalent dollars backing that eMoney held as float in the agent company account balance?"
THE WITNESS: I believe the answer is no.
BY MR. KANG:
Q. And you're looking at --
A. I'm looking at Figures 12B and 13 in the '845 patent.
Q. And those are the figures that you combined into one figure in your declaration; is that correct?
A. No, that's not correct.
Q. Okay. So we'll get to -- we'll come back to that in a moment, but let me -- let me ask this: Would you agree that where a [verbatim] mFS program

master account is used, that the funds relating to any transaction are held in those accounts?
A. No.
Q. And so, can you point to any transactions where eMoney is transferred and there's not a corresponding amount of dollars transferred in mFS -- or, I'm sorry.
Can you point me to any transactions where eMoney is transferred, but there is not a corresponding amount of dollars held in a [verbatim] mFS program master account?
A. Mm-hmm. Yes.
If you'd like to look at Figure 3 in the '845 patent.
Q. Okay. Okay.
A. This is a subscriber deposit. The subscriber arrives at the agent branch with cash, presents the cash to the agent. The agent puts the cash in the cash register, and the agent transfers eMoney from the agent's branch balance, eMoney branch balance, to the subscriber's eMoney branch -- or, sorry, eMoney balance. And the funds remain in the cash register. They are not in the agent company's bank account.
Q. Okay. And so, you combined Figure 3 with

Figure 12B at Paragraph 40 -- or, I'm sorry, the patent owner combined Figures 3 and 12B at Paragraph 41 of your declaration; right?
A. Yeah, I believe that's correct.
Q. Okay. And so, you didn't create this combined image? 10:27:31
A. I -- I -- I may have reproduced it, but the original was from the patent owner.
Q. Okay. And the patent owner is the -- the attorneys you're working with? 10:27:46
A. Yes.
MR. THEISS: Objection.
BY MR. KANG:
Q. Okay. And so, what -- what you have is Figure 3 at top, that you directed me to in your previous answer, combined with Figure 12B; right? 10:27:53
A. Yes.
Q. And you said this "illustrates the flow of cash when an unbanked subscriber makes a cash deposit with an agent, and the agent administrator takes the cash to deposit it in the agent company's bank account." [As read] 10:28:14
Right?
A. Was that a quote?
Q. Yes. I'm reading from Paragraph 41 -- 10:28:26

A. Okay.
Q. -- of your declaration.
A. Well, correct.
Q. Right. And so, your previous answer said that the cash just sits in the cash register; right? 10:28:43
A. Yes.
Q. All right.
But eventually, the agent takes it and puts it in the agent company bank account, according to this combined figure; fair? 10:28:56
A. When the agent administrator takes the cash deposit it [verbatim], yes.
Q. Okay. And so, for the cash that was deposited, eMoney goes up in the depositor's mobile wallet account; right? 10:29:15
A. Yes.
Q. And the equivalent amount of cash is put in the agent company bank account?
A. No.
Q. Why? 10:29:25
A. Ah, because if you look at Figure 3 in the '845 patent, consider that case. This is the subscriber making a deposit at an agent branch. And follow that immediately with Figure 4 in the '845 patent. 10:29:45

This is in a particular case, a second subscriber making a withdrawal at the agent branch. Say the first subscriber deposits $20, the second subscriber withdraws $10. There's only $10 of new cash remaining in the mFS cash register. 10:30:07
Q. Okay. And so, you're talking about the case where somebody deposits cash, the agent does not deposit it into their bank account yet, and then someone withdraws cash. That's the situation in which the eMoney is not reflected in a bank account; correct? 10:30:23
A. Correct.
Q. And there's a situation -- but the eMoney is reflected in cash in the cash register; fair?
A. The value of eMoney is -- is the same as the cash that's been transferred. 10:30:33
Q. Correct. Okay.
And so, here -- let's talk about the situation you talk about in Paragraph 41; right?
A. Mm-hmm. 10:30:49
Q. Where an unbanked subscriber makes a cash deposit with the agent, and the agent administrator takes the cash to deposit at the agent company's bank account.
A. Okay. 10:31:02

Q. Let's assume that there are no intervening withdrawals from that same agent. Can you do that?
A. Okay.
Q. All right.
A. It seems like an unusual case, but sure. 10:31:09
Q. Why is that unusual, Mr. Johnson?
A. Well, would an agent administrator make a deposit immediately after each transaction? Seems unlikely. It seems likely that that happens daily or perhaps weekly, and there are likely to be several transactions in -- in between. 10:31:25
Q. Okay. And you understand that this was once a system; right, the '845 patent claimed to be embodied by a system called Mozido?
A. Oh, I -- I haven't looked specifically at what Mozido may have implemented. 10:31:42
Q. And are you familiar with Mozido?
A. I've heard the name.
Q. Was it popular?
A. I don't recall. 10:31:53
Q. Okay. So, let's assume in my scenario -- or actually, the scenario you wrote in Paragraph 41, a deposit is made into the agent cash register. The agent administrator takes the cash to put in the agent company's bank account with no intervening 10:32:13

withdrawals.
Are you with me?
A. Well, I can work with those assumptions, if you'd like.
Q. Okay. And so, the process of an agent company deposit doesn't stop at 12 -- Step 1206 in your combined figure; correct? 10:32:20
A. Sorry, what are you asking?
Q. Well, your figure only shows Figure 12, which stops at Step 1206; right? 10:32:45
A. Okay. Yes.
Q. But the specification states that in the context of Figure 12, in particular, 12B, once cash has been deposited into the bank account at 1206, it is transferred to an mFS platform master account 1208; is that correct? 10:33:12
A. Sorry. You're -- you're quoting from the '845 patent. Let me have a look at that in context --
Q. Yeah, I'll direct you to Column 22, Lines 21 to 24. 10:33:31
A. Column 22, Lines 21 to 24.
Okay. Give me a minute to just have a look at this.
(Witness reviews.) 10:33:53

Q. Actually, Mr. Johnson, even before we get to the spec, if you could compare Figure 12B of the '845 patent to the figure you have on -- under Paragraph 41 or on page 17, the combined figure.
A. Okay. Yes. 10:34:28
Q. Your combined figure doesn't include the entirety of Figure 12B; fair?
A. Correct.
Q. Right. It cuts off the right side of the figure; right? 10:34:37
A. Yes.
Q. That includes Steps 1208 and 1210?
A. What -- yes.
Q. And why did you cut off Figure 12B in this -- you know, putting together this flow, this combined figure, in your declaration? 10:34:49
A. (Witness reviews.)
These figures are presented in this section to illustrate -- and the 12B in particular, the portion of 12B is -- is selected in this section to illustrate the difference between the cash balance and the eMoney balance. And the highlight -- excuse me, highlight that the -- the eMoney in the -- either the branch balance or the subscriber's balance is different from exchange for 10:36:22 10:36:49

the cash that's deposited.
And so, the remaining part of Figure 12 is not necessarily relevant to that part of the -- the illustration.
Q. Okay. So let's talk about the subscriber balance in the illustration you've created here. 10:37:05
You say that the eMoney in the subscriber's balance is different from exchange for cash that's deposited; correct?
A. Sorry, say that again. 10:37:29
Q. Well, your previous answer, you said you were trying to highlight that the eMoney in the subscriber's balance is different from the exchange for the cash that's deposited; right?
A. It's different -- it's exchange for the cash that's deposited. Sorry, let me rephrase that. 10:37:45
I sort -- I sort of -- you might have my -- you might have the rephrasing not quite right there.
The eMoney that's in the subscriber's balance is exchanged for the cash that's provided to the merchant. 10:38:01
Q. Okay. And so, if there's some -- do you have a -- yeah, we call dollars, dollars. Is there a currency for eMoney, a unit of eMoney?
A. Yeah, it's eMoney, and it has a value 10:38:18

that's -- that is related to dollars.
Q. Okay. And so, for every dollar that the subscriber brings to the agent and the agent puts in his cash register, there is an equivalent amount of eMonies [verbatim] deposited into the subscriber's mobile wallet account; fair? 10:38:39
A. Correct.
Q. Okay. And at some point in this figure that you've created under Paragraph 41, the agent administrator takes all the cash from its cash register and deposits it into the agent company bank account; correct? 10:38:59
A. Well, presumably, yes.
Q. Okay. And my point is that the figure keeps on going; right, that's not where the -- the funds stop as it were; correct? 10:39:15
A. There are -- yeah, there are other aspects to how funds are managed in the '845 patent.
Q. Okay. And so, Step 1208 is where the -- once the -- and we can go back to Column 22, Lines 21 to 24. 10:39:37
THE WITNESS: I'm sorry. Brandon, can I ask you for the paper clips?
MR. THEISS: Yeah.
THE VIDEOGRAPHER: Your mic. 10:39:52

THE WITNESS: Sorry.
BY MR. KANG:
Q. And, Mr. Johnson, if you want flags -- the -- if you're just trying to mark pages --
A. Oh, yeah, sure. Yeah, that's great. 10:40:04
MR. THEISS: You want the flags, or you want the paper clips?
THE WITNESS: Flags will work.
MR. THEISS: Okay. Well, here's the paper clips. 10:40:10
THE WITNESS: Oh, thank you.
Yeah, that helps. I wasn't expecting you would have those.
MR. KANG: We are well stocked here.
THE WITNESS: Great. 10:40:20
Sorry, 12B and the column you wanted to look at was?
BY MR. KANG:
Q. Column 22, Line 21.
A. Okay. 10:40:28
Q. All right. And so, that portion of the specification reads, "As Figure 12B shows, once cash (1205) has been deposited into the bank account (1206), it is transferred to a mFS platform master account (1208) that includes all or part of the mFS 10:40:48

platform's funds." [As read]
Did I read that correctly?
A. Yes.
Q. All right.
And so, what happens in Figure 12 after 10:40:57 the part that you pro- -- reproduced is, after the funds are deposited or the cash is deposited into the agent company's bank account, it is then transferred to an mFS platform master account; fair?
A. (Witness reviews.) 10:41:31
Sorry, ask me that question one more time.
Q. What happens in the rest of Figure 12, after the part that you re- -- reproduced are, after the funds are deposited into the agent company's bank account, it is there -- then transferred to the 10:41:58 mFS program master account; right?
A. The way that the patent describes it -- and this is depicted in Figure 12B where the label says "Automated Sweep." Here we go. 10:42:26
That's Column 22, Line 28.
"The agent company's bank facilitates a physical cash deposit into the agent bank account and performs an automated sweep" -- that's 1209, I guess that -- that label refers to the box in 12B -- 10:42:48

"of recent deposits from the agent company's bank into the mFS pla-" -- "platform's master bank account." [As read] So --
Q. And so that happened -- oh, I'm sorry, were you finished? 10:43:05
A. Yeah, so give me just a sec, because that automated sweep happens eventually. I'm not sure if it says how frequently that happens. I'd have to go back and look.
And I'm not sure if it says exactly 10:43:24 whether that takes into account any subsequent transactions in the bank account.
So the amount of that automated sweep may or may not be exactly the same as the deposit that the agent administrator has made in 1205 -- 1205 10:43:43 to --
Q. Your --
A. -- 1206.
Q. So -- so, I'm sorry, your pos- -- your testimony is that the agent administrator deposits 10:43:53 cash in 1205 that's "dollar C" [as read] of Figure 12?
A. Yes.
Q. And the amount swept in the automated sweep 1209 may be different than dollar C that is 10:44:10

depicted in Figure 12B?
A. It may or may not be different from that.
Q. And why would it be different?
A. If, for example, there were intervening deposits between the time that that first deposit 10:44:27 was made and the automated sweep occurs.
Q. Intervening deposits by the agent administrator; fair?
A. Indeed, or indeed withdrawals as depicted in Figure 13. 10:44:41
Q. Okay. So my -- if you recall my -- my hypotheticals, let's assume that there are no subsequent withdrawals from customers; right?
And so what you're saying to me now is that the agent administrator at 1205 could have put 10:45:00 in dollar C into the agent company bank account, and then there's an automated sweep.
And your testimony sitting here today is that Figure 12 may not be the reality; dollar C is not transferred to the mFS program master account. 10:45:17
Correct?
A. Well, so working with this very simplistic assumption that there is exactly one deposit and no other deposits and those numbers add all up.
Q. Right. 10:45:34

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And the automated sweep, what does "automated sweep" mean?

A. You know, I guess I would understand it as a -- an automated process where either a certain amount of funds or a certain amount of funds above a particular balance are moved from one account to another account.

Q. Okay. And so, you know, the automated sweep in Figure 12, 1209, that's between two bank accounts; right? 10:45:59

A. Yes.

Q. Is that typically an ACH transaction?

A. It could be, but it -- it doesn't have to be.

Q. All right. 10:46:06

And so an automated sweep could be -- could it be based off frequency, like once a day?

A. It could be.

Q. Right.

A. Again, it does not necessarily have to be. 10:46:17

Q. And it could be, as you said, when the agent company bank account reaches a certain balance; correct?

A. It could be.

Q. Right. 10:46:26

A. It could be.

Q. Okay.

THE COURT REPORTER: Counsel, whenever you get to a good breaking point, if we could take like a -- 10:47:44

MR. KANG: Yeah, I just have few more questions.

Thanks.

BY MR. KANG:

Q. And so keeping with my example, where 10:47:47 there's not any subsequent withdrawals by subscribers and not any subsequent deposits by agent administrators, in the example of a cash-in deposit, with those caveats of C dollars, the net result is that the unbanked subscriber's mobile wallet balance 10:47:59 is -- is increased by a corresponding amount of eMoney, and the mFS program master account is increased by C dollars.

Correct?

A. I'd have to have a look and see if there 10:48:13 is a little bit more specification about the automated sweep in here, whether there are any other conditions on it.

But if we add the assumption that the automated sweep always sweeps the exact amount of 10:48:26

And it could be instantaneous; right? As soon as the agent com- -- administrator deposits cash into the agent company bank account, there could be an automated sweep to move the money to the mFS master program account; fair? 10:46:41

A. Yeah. Well, so -- I mean, those are sort of hypothetical considerations about automated sweeps in general.

I don't recall -- I haven't looked specifically to see what's in the '845 patent in 10:46:49 relation to that, so I'd have to have a look to see what '845 says.

Q. In the context of Column 22 that we've been looking at, it doesn't describe the timing of the automated sweep; fair? 10:47:00

A. Correct. Yeah, that's why I'm saying I'm not sure whether that happens immediately or at another time. I'd have to go have a look.

Q. Okay. And so your testimony is that an agent could make -- an agent administrator could 10:47:11 make a deposit dollar C, and then before the automated sweep, make another deposit dollar C.

And in that situation, depending on the timing of the automated sweep, the automated sweep might be dollar 2C; correct? 10:47:30

new deposits, that's -- I'm not sure if '845 supports that or not.

But under that very stringent set of constraints, then I guess the number -- the -- the dollar C and the mFS -- sorry, in the mWallet owner 10:48:44 master bank account -- that's 1208 -- ends up being the same as the amount of cash that the subscriber deposited originally at the agent branch.

Q. Okay. Now, I want to turn to your opinions on Paragraph 47 of Exhibit 1. 10:49:05

A. Sorry, Exhibit 1 is --

Q. Dec- -- your declaration.

A. Oh.

Q. So in Paragraph 47 you wrote, "A diagram prepared by Patent Owner combining parts of Figures 10:49:28 4 and 13 illustrates the flow of cash withdrawn from the agent company bank by an agent administrator, distributed to the agent, and then withdrawn by an unbanked subscriber:"

Did I read that correctly? 10:49:45

A. Yes.

Q. Okay. And, again, your figure at the bottom of page 13 [verbatim] starts at Numeral 1305; correct?

A. Yes. 10:50:00

Q. All right.
And Figure -- it omits Steps 1301 to 1304 of Figure 13; right?
A. Yes.
Q. Okay. And so your declaration doesn't discuss how the money first got into the agent company bank account; correct?
A. Correct.
Q. Right.
You start with the agent administrator withdrawing the cash from the bank account; fair?
A. Yes.
Q. Okay. And so the process actually begins in Figure 13 with an -- when the agent administrator requests a withdrawal; right?
I can direct you to the specifications.
A. Oh, I'm there.
Q. Okay.
A. Thank you.
Q. Okay.
A. And so your question was does the process begin with the agent administrator requesting a withdrawal?
Q. Correct.
A. Yes.

aligns with this -- the agent administrator is withdrawing a dollar C amount in cash, and the agent company's eMoney balance is reduced by a corresponding dollar E in eMoney.
Q. And the agent administrator withdraws that dollar C amount of cash from the mFS program master bank account; fair?
A. No.
Q. Where is that dollar C coming from?
A. The dollar C -- well -- that dollar C.
The agent administrator is withdrawing money from the agent company's bank account -- well, hold on. Let's have a look at Figure 13.
There it is.
"When the money is in the agent company bank account, the agent administrator can withdraw the cash" --
THE COURT REPORTER: Sir --
THE WITNESS: Sorry.
THE COURT REPORTER: -- could you slow down if you're reading into the record, please.
THE WITNESS: Oh, sorry. Let me start again.
That's Column 22, Line 46. "When the money is in the agent company bank account, the

Q. Okay. And the specification at Column 22, Lines 40 to 46, then continues, "The monetary transaction system 210 then notifies the bank that a certain amount of eMoney is to be transferred from the master mFS account (1302) to the agent company bank account (1303)."
Do you see that?
A. Yes.
Q. Okay. And then the specification continues that "The mFS master bank performs an automated sweep from the mFS platform's master bank account to reflect the recent withdrawal request from the agent company." [As read]
Do you see that?
A. Yes.
Q. Okay. And so, again, assume that there are no additional agent company withdrawal requests.
Can you do that?
A. Okay.
Q. All right.
When C dollars of cash leaves the mFS system, it is actually leaving the mFS program master bank account; right?
A. Let's be clear about it. In Figure 13 -- and I suppose the description in the specification

agent administrator can withdraw the cash by traditional withdrawal means."
BY MR. KANG:
Q. Okay. And so the money starts from -- and so where did that money come from, from the a- -- sorry, let me start over.
The sentence that precedes the -- the two sentences that precede the -- the one you just read, starting at line 40, reads, "To make a cash withdrawal for an agent company, the agent administrator requests a withdrawal using the agent admini-" -- "administrator mobile wallet application"; right?
A. Mm-hmm.
THE COURT REPORTER: "Yes"?
THE WITNESS: Yes.
BY MR. KANG:
Q. And the specification continues, "The monetary transaction system then notifies the bank that a certain amount of eMoney is to be transferred from the master mFS account to the agent company bank account." [As read]
Do you see that?
A. Yes.
Q. And so it's going to be transferring cash

from an mFS account -- I'm sorry, let me start over.
What this says is that there will be dollars transferred from a master mFS account to the agent company bank account; correct?
A. Yes. 10:55:43
Q. Okay. And that transfer is performed by an automated sweep, 1304; correct?
A. Yes.
Q. Okay. And so the specification continues at Column 22, Line 51, "The mFS master bank performs 10:56:02 an automated sweep (1304) of the mFS platform's master bank account to reflect the recent withdrawal request from" -- "from agent the agent company (1301)." [As written]
Did I read that correctly? 10:56:21
A. You did.
Q. Okay. And so what this means is that the -- the money that is ultimately maintained in the agent administrator's cash with- -- cash register that they -- they withdrew, started out 10:56:38 from the mWallet owner master bank account; correct?
A. Not necessarily, no.
Q. Assuming no additional withdrawal -- okay. Let me ask -- let me ask you, why not necessarily?
A. Well, the agent could have bank -- the 10:57:00

agent -- so the agent's cash register can have cash from a variety of sources, from any other transactions from previous day's transactions.
Q. Okay. So I'm not going -- let me re- -- change my question a little bit. 10:57:17
When the agent withdraws cash from the agent bank account, that cash -- those funds initially started from the mWallet owner master bank account; fair?
A. In the process described in Figure 13, 10:57:28 yes.
Q. All right. And are you aware sitting here today of any ability for an agent to withdraw funds from the mFS program where the funds are not reflected or held in the mFS program master account? 10:57:45
A. Let me have a quick look.
(Witness reviews.)
Okay. Can you ask me that question one more time.
Q. Sitting here today, are you aware of any 10:58:57 ability of an agent to withdraw funds from the mFS program where the funds are not held in the mFS program master account?
A. I would have to go back and review the specification in some more detail. 10:59:15

Q. Okay.
A. It's possible that there might be some alternatives.
Q. But sitting here right now, you can't name off the top of your head one example; fair? 10:59:25
A. Not without spending some time to look at the specification.
Q. Okay. And would you agree that ultimately each dollar that's deposited in the mFS system as a cash deposit is reflected by a dollar increase in 10:59:37 the balance of the mFS program master account?
A. No.
Q. After settlement, your opinion is that dollars can enter the mFS system as cash, but are not reflected as an increase in the mFS program 11:00:01 master account?
A. Hold on. I want to look more at this.
(Witness reviews.)
Can you just repeat the question one more time? 11:00:30
Q. After settlement, is it your opinion that dollars can enter the mFS system as cash, but are not reflected as an increase in the mFS program master account?
A. Absolutely. 11:00:41

Q. And why is that?
A. We were talking about it before. Dollars can enter the system as a, for example, a subscriber deposit at a -- at an agent branch and remain in the agent's cash register, and therefore, not in the -- 11:00:58 what's the name of that bank account again -- mFS -- I'm going to fudge it up, mFS master program bank account, whatever that is, because they remain in the cash register.
Q. And my question was related to after 11:01:16 settlement, which I mean -- by that I mean, after the automated sweep or the agent deposits the cash into the agent company bank.
A. Well, your question was unclear. That's not what settlement means. 11:01:35
Q. Okay. Why don't you tell me what settlement means.
A. Settlement is the -- is the transfer of funds to complete the transaction. And in the case of a subscriber deposit, the transaction is complete 11:01:44 when the subscriber's provided the cash to the -- to the agent branch. And in response, the agent branch has provided eMoney back to the subscriber.
Q. And does the patent envision settlement between agent companies and the mFS program itself? 11:02:00

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A. I don't know if the patent uses the term. Hold on. I'd have to look, which would take a while --
Q. Okay. So we can move on. So let me rephrase my question to not use settlement. 11:02:29
A. Sure.
Q. You'd agree that each dollar that's deposited in the mFS system as a cash deposit after the agent administrator deposits the money from the cash register to the agent company bank, is 11:02:42 reflected by a dollar increase in the balance of the mFS program master account; fair?
A. Well, so we've been going around on this for a while. And in order to get to that conclusion, we had to make a very limiting set of 11:02:57 assumptions about how this program was being used. Under those very limiting set of assumptions, you might come to that conclusion, but I don't believe that's how this -- this invention was intended to be used. 11:03:11
Q. And how do you believe this invention was intended to be used?
A. So that each of these transactions, we're talking about, subscriber deposit, the agent's deposit of cash into the agent company bank account, 11:03:25

or -- or likewise, the withdraw of agent bank account and the corresponding adjustments in eMoney balance, those transactions could happen independent -- independently and as needed to address the balances. And, in fact, the -- the 11:03:45 patent specifically considers this.
Those transactions can happened independently and as necessary to adjust the balances of cash and eMoney, particularly so that each agent branch has an appropriate amount of cash 11:04:03 and eMoney for their subsequent transact- -- transactions.
Q. Okay. All right. So I have just a few more questions on this topic.
eMoney is the electronic representation of 11:04:15 real currency; right?
A. eMoney is not a direct representation of real currency. eMoney, as I've said in my declaration, is a form of scrip.
THE COURT REPORTER: A form of what? 11:05:17
THE WITNESS: Scrip, S-C-R-I-P, which is an alternative to currency. It could be used for transactions and as an exchange of value. But it does not have all the attributes of -- of legal tender or common currency. 11:05:31

MR. KANG: Okay. We'll take a break.
THE VIDEOGRAPHER: Thank you.
MR. THEISS: We can go off the record.
THE VIDEOGRAPHER: This marks -- this marks the end of Media Number 1. Off the record. 11:05:40 The time is 11:05.
(Short recess taken.)
THE VIDEOGRAPHER: This marks the beginning of Media Number 2 in the deposition of Kai Johnson. We're back on the record. The time is 11:20:19 11:20.
BY MR. KANG:
Q. Mr. Johnson, during the break, did you discuss the substance of your testimony with counsel? 11:20:26
A. Oh, no.
Q. And do you agree with the statement that eMoney is the electronic representation of real currency?
A. I think we were just discussing that 11:20:41 before the break. And let's go back here because I've said some things specifically in the declaration.
Your question is, is eMoney specifically the representation of real currency? 11:21:09

And the answer is no.
Q. Okay. So you disagree with the statement that eMoney is the electronic representation of real currency?
A. EMoney may be a representation but is not 11:21:22 the same as real currency.
Q. Okay. And so, I'm just trying to understand, do you agree or disagree with the statement that eMoney is electronic representation of real currency? 11:22:00
A. EMoney is not the same thing as real currency. Whether that -- whether a representation satisfies that, I don't know.
Q. Okay. So sitting here today, you -- let me start over. 11:22:17
I understand that eMoney is not the same as real currency. Do you agree with the statement that eMoney is an electronic representation of real currency?
A. EMoney may be a representation, but it is 11:22:38 not real currency.
Q. Okay. And so, it may be a representation of real currency is your opinion?
A. It's possible that it is.
Q. Are there any situations in which eMoney 11:22:48

is not an electronic representation of real currency?
A. Oh, I -- I don't know of anything specific.
Q. Sitting here today, can you think of any situations where eMoney is not an electronic representation of real currency? 11:22:58
A. As it's described in the '845 patent, I don't -- I'd have to have a look and see if there's anything particular in there. 11:23:10
Q. Okay. So sitting here, off the top of your head, you can't --
A. Not specifically.
Q. Okay. Now, we were talking about the relationship between cash deposits and bank accounts; correct, before the break? 11:23:19
A. Sorry, say again. We were talking about cash deposits and bank accounts?
Q. Correct.
A. Okay, yes. 11:23:35
Q. Yeah. Now, when eMoney is deposited into the system, it can be reflected as either cash in an agent cash register or some bank account balance; fair?
A. Sorry, say the question again. 11:24:08

enters the system, it's reflected as an eMoney increase; right?
A. That's generally probably true in the '845 patent.
Q. Okay. And that cash either stays in the cash register or gets deposited into some bank account; correct? 11:26:15
A. There might be some other cases, but those two cases are -- are possible.
Q. What's the other case? 11:26:36
A. Oh. Let's see if there are some.
This might take a little bit because it might not be in the -- it might not be in the figures. I might have to take a look at some parts of the spec. 11:26:57
(Witness reviews.)
Okay.
Okay. So to give you an example, we could look to see if there are additional examples.
Q. Okay. 11:28:27
A. But -- so to start with, a -- a deposit into the system that's reflected and an increase in the eMoney balance could be matched by a corresponding -- by corresponding cash that is held at an ATM. 11:28:46

Q. When eMoney is deposit -- sorry, let me -- let me start over.
When a user's eMoney balance increases, that increase is reflected in one of two places, an agent cash register or a bank account; fair? 11:24:25
A. That's not eMoney anyway.
(Witness reviews.)
Q. I'm sorry, was that your answer? You just -- I saw something on the record.
A. No. No. 11:25:06
Q. All right. Let me -- let me ask it one more time for the clarity of the record.
When a user's eMoney balance increases, that increase is reflected in one of two places, an agent cash register or a bank account; fair? 11:24:25
A. It can be reflected in those two places. I'd have to take a closer look to see if there might be others where it might be reflected, but it's fair that those two places can reflect that.
Q. Can you name any other mechanism by which an eMoney balance increase is reflected? 11:25:34
A. Yes. An eMoney balance increase could be reflected in an eMoney balance decrease in a corresponding separate account.
Q. Let's talk about deposit. When cash 11:26:03

Q. Okay. And so is it fair to say that for every dollar of eMoney held in the mFS system, there is a corresponding dollar in either cash or a bank account balance?
A. Hold -- hold on. 11:29:12
So the question was -- I guess you could read it back to me. That's probably easiest.
Q. Is it fair to say that for every dollar of eMoney held in the mFS system, there is a corresponding dollar in either cash or a bank account balance? 11:29:54
A. Not necessarily, because if you look at Column 22, and we were reading this previously, Line -- let's start at 21. I'll read this one for you slowly. "As Figure 12B shows, once cash has been deposited into the bank account, it is transferred to a mFS platform master account that includes all or a part of the mFS platform's funds." [As read] 11:30:19
What that's apparently saying is that the mFS platform funds are not all within the mFS platform master bank account, that some of those funds maybe -- may have been withdrawn and they may not be in a bank account. 11:30:41
Q. Well, it could also mean that there are 11:30:56

multiple mFS platform master accounts; correct?
A. It doesn't say that there.
Q. Well, the specification does talk about having one mFS platform partner bank for each country; correct? 11:31:11
A. Does it? You're quoting somewhere. Could we have a look at that?
Q. Sitting here today, you don't know whether you can have multiple mFS platform partner banks?
A. It sounds familiar, but I would like to take a look at that in context to confirm what you're suggesting. 11:31:30
Q. Yeah, so that was the -- Column 11, Lines 12 through 14.
A. 11, 12 through 14. 11:31:48
(Witness reviews.)
And your assertion is what?
Q. It says there might -- there -- "In some embodiments, there may be one mFS program implementation per country." And "Each program includes a partner bank." [As read] 11:32:13
A. Okay. That's what it says.
Q. Okay. And so when it talks about all or some of the funds being hold -- held in a mFS program master account, it could be split across 11:32:38

multiple program banks; fair?
A. That's one possible interpretation, but not the only interpretation. And the specification at the -- the quote that we're looking at -- what was that, Column 22? -- yeah, it's not being specific about that. 11:32:57
Q. Okay. And so fundamentally does the patent describe kind of creating eMoney untethered from cash or real currency?
A. Oh. I'm not sure if there's any case of that. I'd have to go have a look. 11:33:17
Q. There's nothing like mining Bitcoin where you just create eMoney that -- without a corresponding deposit of cash or transfer of funds from another account; fair? 11:33:33
A. '845 is not mining cryptocurrency.
Q. All right.
My -- my question's slightly different, Mr. Johnson.
Is there any example in the specification where eMoney is created in the system that it did not originate from a cash deposit or another bank account? 11:33:41
A. Yeah, as I've said, I'd have to go double-check and make sure that the -- whether there 11:33:58

is or is not any specific reference to that.
Q. Sitting here today, you can't think of any examples; fair?
MR. THEISS: Objection to form.
THE WITNESS: Yeah, I don't recall anything, but I would have to go have a look to see if there might be something. 11:34:06
BY MR. KANG:
Q. Okay. And so when eMoney enters the system -- I'm sorry, let me start over. 11:34:19
When a user's eMoney balance increases, that eMoney could be reflected as cash, an increase in currency at a bank account, or a withdrawal from the system; fair?
A. Those are ways to represent the eMoney balance changes. 11:34:37
Q. All right.
And any other ways?
A. You know, I guess it's possible there are some other things in here. I'd have to go review the specification to see what else it says. 11:34:48
Q. You can't tell me without reviewing the specification; fair?
A. Yeah, not off the top of my head. I'd have to have a look at it. 11:35:01

Q. Okay. Now, the specification of the '845 patent states that the partner bank of the '845 patent has two options. The first is it "may elect to maintain separate banks account for each subscriber" [as read]; right? 11:35:18
A. You're quoting from somewhere?
Q. So I can direct you to Column 12, Line 3.
And it actually starts at Line 5.
A. (Witness reviews.)
Okay. So you're looking at Column 12, Line 5. You -- you had a quote from there? 11:35:54
Q. Right.
And so my question is, the partner bank has two options; right? The first is that they can "elect to maintain a separate bank account for each subscriber and/or agent branch"; right? 11:36:21
A. That looks like Option 1.
Q. Right.
And Option 2 is the partner bank can maintain "a single master account that may be established that contains the funds for all of the subscriber mobile wallet and agent branch accounts (at least within a country or other geographical region)" [as read]; right? 11:36:33
A. Right. 11:36:48

Q. Okay. And so in the first option, each subscriber has access to funds held by the partner bank in the bank account for that subscriber; fair?
A. Yeah, so there are -- here we go.
There are a couple different cases here in the '845 patent. And this is one specific case where the subscribers have bank accounts, but there are other cases in the '845 patents [verbatim] where the subscribers do not, because the '845 patent serves both unbanked and banked subscribers. 11:37:27 11:37:59
Q. Okay. So let me unpack that a little bit, Mr. Johnson.
Oh, I'm sorry, were you finished?
A. We can go on.
Q. Okay. 11:38:06
A. Carry on.
Q. All right.
Now, when the partner bank elects to maintain a separate bank account for each subscriber, your opinion is those subscribers are now banked; correct? 11:38:15
A. Correct.
Q. And that opinion is true under your interpretation of the Board's construction?
A. I suppose that fits. 11:38:25

Q. Okay. You haven't provided an opinion on what an unbanked subscriber is?
A. Not in the -- this IPR matter.
Q. Right. And you are not providing an opinion of that here in this proceeding? 11:39:45
A. Correct.
Q. Okay. Okay.
And so, your opinion is that when a partner bank maintains a separate bank account for each subscriber, that sub- -- subscriber has a bank account? 11:40:00
A. Correct.
Q. Does he also have access to a bank account?
A. I believe so. 11:40:07
Q. Okay. And the other alternative that we're looking at here in the '845 patent Column 12, Lines 3 to 11, is that the partner bank may create a single master account that contains the funds for all of the subscriber mobile wallet accounts; right? 11:40:24
A. So that's another alternative that you're looking at under Column 12. It's not the only other alternative under the '845 patent.
Q. I understand that's your opinion, but I'm just focusing on that alternative; all right? 11:40:39

Q. And under the plain and ordinary meaning of unbanked, are these subscribers where -- who have -- I'm sorry.
Start -- let me start over.
Under the plain and ordinary meaning of unbanked, the claims do not cover this embodiment of the '845 patent where a partner bank maintains a separate bank account for each subscriber; fair? 11:38:43
A. Oh, I don't have an opinion about what the claims are covering specifically. 11:38:57
Q. Do you have any opinion on the plain and ordinary meaning of the term "unbanked subscriber"?
A. Just as it's defined in the '845 patent, but not anything specific other than that.
Q. How is it defined in the '845 patent? 11:39:09
A. Just as the -- as it's used in the claim terms and the specification.
Q. Okay. And so what is the plain and ordinary meaning of the term "unbanked subscriber"?
A. Just as I've said, it's just as in the claim terms and specification in the '845 patent. 11:39:23
Q. Okay. Can you provide me a definition of what that is?
A. No. I'm not providing a definition specifically. 11:39:35

A. Okay.
Q. That is one the alternative that the partner bank can --
A. Sure.
Q. -- elect to -- 11:40:47
THE COURT REPORTER: Oh, one second. One person at a time. Can you start that over, please.
BY MR. KANG:
Q. Sorry, I'll start over.
The other alternative is that the partner bank may create a single master account that contains the funds for all of the subscriber mobile wallet accounts; fair? 11:40:49
A. As it's described specifically in -- in the lines we're referring to in Column 12. 11:41:05
Q. All right.
And so, in that scenario, where all the funds for subscribers are held in a single master account at the partner bank, are the subscribers banked? 11:41:20
A. Yes. Those subscribers have access to a bank account.
Q. All right. And do they have a bank account?
A. Yes. 11:41:25

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Q. Okay. Do they have a bank account in their name?
A. Not necess- -- well, that's an interesting question. I have to have a look at some specifics in the '845 patent. 11:41:37
Q. Are they the account holders in that situation?
A. Again, I'd have to have a closer look at some specifics in some of the -- the -- the other cases in the patent. 11:41:45
Q. What other cases are you referring to?
A. '845 patent considers subscribers who are issued debit cards that are linked to a bank account, and they have access to funds through those debit cards, in which case they're -- that's 11:42:02 essentially the subscriber's bank account. Whether that means that the account is in their name, I'd have to have a look and see if the '845 patent is specific on that point.
Q. Okay. And is it your opinion that the 11:42:17 subscribers described in this Column 12, Line 3 -- 3 to 11 all have debit card -- debit cards?
A. It's not specific in that section.
Q. All right.
This section doesn't say they have debit 11:42:33

cards; fair?
A. No, it does not.
Q. Okay. Now, the last sentence of this paragraph reads, "The balance of each individual user may be managed by the mFS transaction process." 11:42:47
Do you see that?
A. Yes.
Q. Okay. And so, in this situation, where the partner bank maintains a single master account for all subscribers, the mFS system maintains the 11:42:59 balances of those individual subscribers with a transaction processor; right?
A. Right.
Q. And so, what this means is the mFS system is keeping track of each user's share of that master 11:43:14 account; fair?
A. In that scenario that we're talking about, where the -- all right, let me just get it correct for you, where the partner bank maintains a single master account that contains funds for all the 11:43:35 subscriber's mobile wallet and agent bran- -- branch accounts, then yes.
Q. Okay. And so, the balance of each individual user is maintained by the mFS system even though the funds are held at a partner bank; fair? 11:43:48

A. In that particular scenario, yes.
Q. Okay. And so, when the -- the system's using this master account, does the mFS system keep a ledger or record of what kind of share each subscriber has in the master account? 11:44:19
A. I think what you're saying is really a restatement of that sentence in Column 12, Lines 9 through 11, that the balance of each individual user may be managed by the mFS transaction processor. Was -- was there a distinction you were trying to 11:44:38 make?
Q. Not quite. I'm -- I'm asking how the mFS transaction processor would manage it. Would it be a ledger? Would it be a database? I'm -- I'm asking you as a person who's opined on these 11:44:47 patents.
A. Oh, I -- I don't recall what the patent says specifically about that. I haven't looked at that recently, so I'd have to -- I'd have to go back and have a -- have a look. 11:45:02
Q. And so, you'd agree, Mr. Johnson, that under your interpretation of the Board's construction of unbanked subscriber, these subscribers whose funds are held in a master bank account are not unbanked; correct? 11:45:22

A. Correct. Yes.
Q. Okay. And that's because they have access to funds held at a partner bank in a master account; right?
A. Right. 11:45:40
Q. Okay. And you would say they have bank accounts; fair?
A. Sure.
Q. Now, the patent continues that cash-in and cash-out transactions include a deposit or 11:46:02 withdrawal from the master account; right?
I'm reading from Column 12, Line 12 to 21.
A. (Witness reviews.)
Okay. Yes. I'm with you.
Q. Okay. And so, Claim 1 relates to a 11:46:32 deposit; correct?
A. It does relate to a deposit.
Q. Right. And that deposit could be cash; right?
A. It could be cash. 11:46:47
Q. Right. And so, is it fair to say that Claim 1 could cover a cash-in operation?
A. Under this paragraph in Column 12?
Q. No, I'm just asking about the claims. Could the claims cover a cash-in operation? 11:47:03

A. Yes. Claim -- Claim 1 could cover a cash-in operation.
Q. And based off this portion of the specification, a cash-in operation would consequently include a deposit into the master account; right? 11:47:19
A. Yes, it would. I have to say, though, when we're talking about these paragraphs in Column 12, we're talking about bank subscribers, and, you know, a deposit under Claim 1 is -- is performed by an unbanked subscriber. 11:47:34
Q. So Column 12 doesn't use the term "bank subscriber"; right?
A. It does not use the term -- I don't know if it uses the term "bank subscriber." It does use the term "unbanked subscriber" a little further down. 11:47:48
Q. Where are you reading?
A. Line 25.
Q. Okay. And that provides the definition of an unbanked subscriber? 11:47:58
A. Yes.
Q. Okay.
A. Yeah, that's the --
Q. And so, this -- this passage we're reading 11:48:04

about the master account, there's nothing in that passage that says the subscribers here are not unbanked; right?
A. Sorry, say again.
Q. The passage we've been reading in Column 12 from Lines 12 to 21, don't mention banked or unbanked subscribers; right? 11:48:17
A. No, not specifically.
Q. Okay. And Claim 4 of the '845 patent covers a withdrawal; fair? 11:48:38
A. If I recall -- let me just refresh my memory on Claim 4.
Okay. Yes, Claim 4 is directed to a withdrawal.
Q. Okay. And that could include a cash-out operation; right? 11:49:02
A. Yeah, presumably so.
Q. Okay. And in Claim 12, the specif- -- I'm sorry, let me start over.
In Claim 12, the specification states a cash-out transaction or removal of cash would include a withdrawal from the master account; right? 11:49:15
A. I think what you meant to say is, in Column 12, the cash-out transaction would include a withdrawal from the master account. 11:49:39

Q. Thank you.
And I take it, your opinion is that Claim 4 does not include what's being described here in Column 12, Lines 12 through 21; fair?
A. Claim 4 is directed to an unbanked subscriber withdrawing a specified amount of funds. And as we were discussing, the paragraphs relating to the accounts at partner banks in Column 12 do not relate to subscribers -- pardon me, do not relate to unbanked subscribers. 11:50:00 11:50:59
Q. All right.
And so, Claim 4 would exclude what's described in Column 12, Lines 12 through 21; correct?
A. (Witness reviews.) 11:51:08
Correct.
Q. Okay. Now, you opined that an unbanked subscriber's mobile wallet account is a stored value account in the '845 patent; right?
A. Is that a quote from the declaration? 11:51:41
Q. Is that your opinion?
A. Sorry. I -- I -- you've said that I've opined it. Did I say that --
Q. Yeah, you --
A. -- in the declaration? 11:51:57

Q. You can't tell me whether you've opined that without looking at your declaration?
A. Oh, I don't remember every word of the declaration.
Q. Is the mobile wallet account a stored value account in the '845 patent? 11:52:03
A. I'm -- I'll have to look and see if --
Q. All right. I'll direct you to your declaration.
A. Okay. 11:52:14
Q. It's Paragraph 35.
A. Okay.
Q. So, Mr. Johnson, is it your opinion that the sub- -- unbanked subscriber's mobile account is a stored value account in the '845 patent? 11:52:43
A. Yes.
Q. Okay. And you contrast -- or, I'm sorry.
Your -- your opinion is that the '845 patent contrasts a stored value account with a prepaid value account; right? 11:52:56
A. Yes.
Q. Okay. What is a prepaid value account?
A. This is something of a sort of a -- a -- sorry, let me try and say that again.
This is an account of a -- of a type 11:53:15

similar to a demand deposit account or -- let me see what other options there are. But similar to demand deposit, I guess, is a good way to describe it.
Q. What's a demand deposit account?
A. It's an account where the funds are 11:53:33
available upon demand without prior notice.
Q. Like a checking -- is a checking account a demand deposit account?
A. Yes, typically, yes.
Q. Is a savings account a demand deposit 11:53:42
account?
A. Typically, yes.
Q. Okay. So what kind of account is not a demand deposit account?
A. A CD, for example. 11:53:52
Q. Okay. Now, does the patent actually use the term "prepaid value account"?
A. I don't know.
Q. Well, you don't include a citation here in your -- in Paragraph 35. 11:54:14
A. No, I don't.
Q. Okay.
A. But, yeah, I don't know if that term is in the patent. We --
Q. Okay. 11:54:22

-- you know, you can do a keyword search, I'm sure.
Q. And so, is a pre- -- prepaid value account different than a prepaid access account?
A. Oh, sorry. I've been flipping around in 11:54:33
pages. Can you remind me again where we are?
Q. We're at Paragraph 35 of your declaration. You use the term "prepaid value account."
Do you see that?
A. Right. 11:54:52
Q. Okay. And I'm asking, is that different than a prepaid access account, or is it the same thing?
A. I -- I think it's the same thing in the context of the '845 account -- patent. 11:55:05
Q. Okay. And so, what -- so -- okay, so if I -- if I turn your attention to Column 11, Line 32 of the '845 patent.
A. Okay.
Q. Your -- the first sentence reads, "The 11:55:25
term quote, 'mobile wallet,' end quote or quote, 'mobile wallet account,' end quote refers to a stored value account or prepaid access account that allows the owner to pay for goods and services on the mFS platform from his or her mobile wallet 11:55:41

account." [As read]
Do you see that?
A. Mm-hmm.
THE COURT REPORTER: Yes?
THE WITNESS: Yes. Sorry. 11:55:49
BY MR. KANG:
Q. And so, if I understand your position correctly, is that in the context of the '845 patent, the mobile wallet is the stored value account and not the prepaid access account; right? 11:56:01
A. No. I think what I'm saying here is that the subscriber's mobile wallet can be a stored value account, or, as the patent says, a prepaid access account, which, to me, is the same thing as a prepaid value account. 11:56:35
Q. Right. And so -- but if you go to your opinion in Paragraph 35, the patent says -- oh, I'm sorry, in Paragraph 35, you write that "the Patent describes an unbanked subscriber's 'mobile wallet account' as a 'stored value account' that contains 11:56:58
money" -- "eMoney and contrasts this with a banked subscriber's 'prepaid value account.'" [As read]
Do you see that?
A. Yes.
Q. Okay. So maybe I can ask the question a 11:57:09

little bit differently.
Are you limiting an unbanked subscriber's mobile wallet account to a stored value account?
A. I believe that's the contrast that the '845 patent makes, is that the unbanked subscribers 11:57:27
have stored value accounts that contain eMoney. And the banked subscribers have prepaid value accounts or prepaid access accounts that are linked to -- linked directly to bank accounts -- sorry, accounts held by banks, same thing, as we were discussing in 11:57:48
the paragraphs in Column 12.
Q. Okay. And so, your definition of mobile wallet for an unbanked subscriber excludes a prepaid access account; right?
A. Yes. 11:58:14
Q. Okay. And in your previous answer, you said accounts held by banks are the same thing as linked bank accounts; right?
A. Sorry, say that again.
Q. Your previous answer -- I'm sorry, two 11:58:30
answers ago -- yeah. You wrote -- or, I'm sorry, you said, "The banked subscribers have prepaid value accounts or prepaid access accounts that are linked to -- linked directly to bank accounts -- sorry, accounts held by banks, same thing, as we were 11:58:51

describing in the paragraphs in Column 12." [As read]

That was your testimony; right?

A. Okay. Yeah, that sounds like we've repeated it. Yeah. 11:59:01

Q. Okay. And so, are you equating a linked bank account and an account held by a bank?

A. A -- well, I guess they're not exactly the thing -- the same thing. In both cases, we're referring to an account held by a bank. 11:59:20

Q. Fair. And so, there are accounts held by banks that may not be linked bank accounts; fair?

A. Correct. If the bank is -- if the bank account is not linked, then it's not a linked bank account. 11:59:34

Q. And the -- linking a bank account in the parlance of the '845 patent would be adding a bank account to a mobile wallet account; fair?

A. I'd have to look at the patent to see if that term's used consistently. 11:59:50

Q. Okay. Would you agree that if I add a bank account to my mobile wallet account in the '845 patent, I've linked that account?

A. Well, so I think we have to be careful with the term "linked," as I've used it casually in 12:00:07

my response to you previously, to indicate that -- let me get the right terms, the prepaid access account or prepaid value account is the account that's held at the partner bank. I can say that without using the word "linked." 12:00:32

There are other cases where the word "linked" is used. I don't know if it's used in the '845 patent this way. We'd have to look.

Q. Okay.

A. To refer to an external bank account that 12:00:44 is merely used to either deposit or withdraw funds into the system. And we'd have -- I'd have to look to see if the '845 patent uses the term "linked" in that context.

Q. But in common usage in the field, if I 12:01:03 link a bank account to my mobile wallet, it means I've added that bank account to my mobile wallet; fair?

A. Well, it depends on the context.

Q. If I add my checking account to my Google 12:01:16 Pay wallet, have I linked my checking account and Google Pay wallet?

A. You could say that.

Q. It is -- is it inaccurate to say that I've linked my checking account and Google Pay wallet in 12:01:33

that circumstance?

A. In that circumstance, in that, you know, sort of casual communications, that would be fine.

Q. And so, from a technical perspective, have I not linked my checking account and Google wallet 12:01:45 account?

A. There's a whole bunch of different ways you could look at it from a technical perspective. And the term "linked" may or may not be the correct way to say it in that context. 12:02:07

Q. What would be the correct way to say it from a technical perspective?

A. I forget what Google Wallet's done recently. They've changed up their service offering so frequently. And just recently, they sent me a 12:02:19 note saying they've switched it up again. I try not to keep track of it.

But at some point, you might have been able to make a deposit from your checking account into Google Wallet. In fact, I think they just took 12:02:32 that away.

And so, they may have referred to that as adding an account or linking an account in their documentation.

In the technical implementation, what 12:02:45

you've done is, you've stored the account credentials and depending on how you're actually going to make the transaction, perhaps some other additional information, so that, at some point, the transaction could be made. There's not a -- there's 12:03:03 not a link, per se, from a technical perspective. But the information's present so that you could make a transaction in the future.

Q. Okay.

A. I ought to say, I think Google stopped 12:03:18 doing that, though.

Q. All right. Thank you.

Is a prepaid debit card a prepaid access account or a prepaid value account?

A. Well, a debit card is an access instrument 12:03:33 or an access device. It's not an account, per se.

Q. Okay. And so, if a user has a prepaid debit card, is it necessarily true that they also have a prepaid access account?

A. Assuming the card's valid, perhaps they 12:03:56 do.

Q. So assuming the card is valid, does a user with a prepaid debit card necessarily also have a prepaid access account?

A. Thinking about it some more, I guess there 12:04:15

are some cases with prepaid cards where that might not be true.
Q. And what cases are you thinking of?
A. Specifically, a non-reloadable prepaid card, such as a gift card, where the funds in that card don't -- aren't typically considered to be an account. 12:04:27
Q. Okay. And so, if you have a non-reloadable gift card, like a Visa gift card, those are typically issued by a bank; right? 12:04:47
A. Yes, they are.
Q. All right. And the funds for those -- for that gift card are held in an account at the issuing bank; correct?
A. Yes, they are. 12:05:00
Q. Okay. And you would not consider the account holding those funds to be a prepaid access account; fair?
A. I'm not sure if that term applies specifically to a gift card. 12:05:27
Q. Okay. And so, let's go back.
Assuming a card is valid, does a user with a prepaid debit card necessarily also have a prepaid access account?
A. Assuming the card is valid, a prepaid 12:05:44

debit card -- shall we say a reloadable prepaid debit card?
Q. Okay. So let's -- I'll ask it again. Assuming the user has a non-reloadable prepaid debit card, do they also have a prepaid access account? 12:06:03
A. Not necessarily.
Q. And in what cases would they have one? If you have a Visa gift card that's not reloadable, in what cases does a user have a prepaid access account? 12:06:25
A. Hmm. Some non-reloadable gift cards are convertible to reloadable gift card -- reloadable prepaid cards, and -- and those accounts could be individualized. A gift card that's not reloadable, you know, merely accessing funds that are stored 12:06:47 in -- in the gift card sponsor's account, that's not -- that's not enough to consider it that -- that's a prepaid access account.
Q. And because you need -- well, let me ask.
Why is that not enough? 12:07:03
A. Because all you have is the ability to spend a certain amount of money, and you don't have any other options to do things with that account.
Q. All right.
But you have access to funds held in a 12:07:15

bank account; fair?
A. You do have access to funds that are held in the sponsor's account.
Q. The sponsor's bank account?
A. Mm-hmm. 12:07:26
Q. All right. Okay.
Now, would you agree that the patent differentiates between prepaid debit cards and prepaid access accounts?
A. I don't know. I'd have to take a closer look at that. 12:07:44
Q. Okay. If you could look at Column 8, starting at Line 9.
A. Okay.
Q. And so, the specification reads, "In some embodiments, in countries with more developed economies, it may be beneficial to use program-issued pre-paid debit cards, pre-paid access accounts, stored value accounts or gift cards to conduct business" -- and it continues. [As read] 12:07:58 12:08:15
Do you see that?
A. Yes.
Q. Okay. And so, the specification lists four different options here; right?
A. Yes. 12:08:26

Q. Okay. There's program issued prepaid debit cards; right?
A. Okay.
Q. Prepaid access accounts; right?
A. Mm-hmm. 12:08:34
THE COURT REPORTER: Yes?
THE WITNESS: Yes.
BY MR. KANG:
Q. Stored value accounts?
A. Yes. 12:08:39
Q. And gift cards; correct?
A. Yes.
Q. Okay.
A. Mm-hmm.
Q. And the specification doesn't equate 12:08:42 prepaid debit cards and prepaid access accounts; right?
A. It does not equate program-issued prepaid debit cards and prepaid access accounts.
Q. And so, what's the difference between just 12:08:56 a prepaid debit card and a program-issued prepaid debit card?
A. Well, in the context of the '845 patent, a program-issued prepaid debit card is one that's issued by the program, which I'm just going to read 12:09:12

as referring to the mFS program. I'd have to look at the way that's used elsewhere in the -- in the patent. But I'd guess that that has something to do with the issuing cards in relation to accounts held by the partner banks. 12:09:39

Q. Okay. And so, does the '845 patent contemplate unbanked subscribers having a prepaid debit card?

A. Oh, I don't recall. There might be a reference to that, but I'd have to look. 12:10:04

Q. Okay. And so, here in, you know, Column 8, when a [verbatim] unbanked user has a prepaid debit card, he could be banked or unbanked; is that fair?

A. In Column 8 -- sorry, can you repeat the question just so I've got it. 12:10:20

Q. So you have an unbanked user --

A. Mm-hmm.

Q. -- and then they receive a program-issued debit card. Are you with me? 12:10:37

A. Mm-hmm.

Q. Is that user unbanked or banked?

A. I'd have to go back and have a look at -- sort of more closely at what "program-issued" means here. And what I would find would -- would inform 12:10:50

my interpretation of that.

Q. And does the issuer of the prepaid debit card inform your answer on whether that renders a user banked or unbanked?

A. That would certainly have some impact on it. 12:11:10

Q. Right. And is it fair to say that if the -- if the debit card is issued by a bank within the program, you would consider the holder of that card to be banked? 12:11:29

A. I would look at it in context. I'd have to take a closer look at how that's actually being used in the invention.

Q. Okay. So let's talk about the -- the example we talked about earlier. A non-reloadable Visa prepaid debit card. When a user purchases one of those cards, do they become banked? 12:11:42

A. Generally, no.

Q. Are there situations where they could become banked? 12:12:00

A. If they were to convert that to a reloadable prepaid card, sure.

Q. Okay. And so, having a reloadable prepaid card renders a user banked in your opinion?

A. Yes. 12:12:15

Q. Okay. And so, if I have -- does it apply to gift cards? If I have a reloadable Starbucks gift card, am I banked?

A. No.

Q. And why not? 12:12:35

A. 'Cause the gift card is scrip. The gift card is usable only at a certain set of merchants, and what you have there is essentially credit at that merchant, and it's not usable more broadly.

Q. And how many merchants does it need to be before -- how many merchants need to accept the scrip before it becomes enough to render someone banked? 12:12:57

A. Well, all of them.

Q. And when you say "all of them," you mean every merchant on Earth? 12:13:15

A. Well, every merchant that would, for example, accept U.S. currency, that's a -- that's a question. It -- so long as it's limited to within specific part- -- participation within the program, then, you know, then it's a -- of limited scope. There are other aspects of it that would make it scrip, but that's certainly one of the aspects that's important to consider. 12:13:30

Q. Now, your opinion is that a person of 12:14:21

ordinary skill in the art would have understood a stored value account for an unba- -- banked subscriber to store scrip rather than legal tender; right? Still at Paragraph 35.

A. Yeah, we have to put that in context. And specifically in the context of the '845 patent, a stored value account from an unbanked subscriber stores eMoney, which is scrip. 12:14:45

Q. Rather than legal tender?

A. Correct. 12:15:11

Q. Now, the claims of the '845 patent do not inter -- include the term "scrip"; right?

A. No, I don't believe so.

Q. Okay. The claims of the '845 patent do not recite eMoney; is that fair? 12:15:25

A. Well, the claims -- I don't recall off the top of my head.

I don't see it here. It's possible I overlooked it, but I -- it's probably not there.

Q. Okay. And the claims of the '845 patent don't even include the term "stored value"; right? 12:16:08

A. Oh, again, I don't know. I'd have to have a look. That one's going to take me a little while to read a little bit more closely.

Would you like me to do that? 12:16:22

Q. Yes.
A. Okay.
(Witness reviews.)
Okay. I don't see the term "stored value" in the claims of the '845 patent. 12:18:56
Q. Okay. And are you limiting the claims of the '845 patent to require eMoney?
A. No. I haven't provided an opinion on that.
Q. Are you limiting the claims of the '845 patent to re- -- to require stored value accounts? 12:19:09
A. No. Again, I haven't provided an opinion on that.
Q. But a mobile wallet for an unbanked subscriber, in your opinion, is a stored value account; right? 12:19:25
A. Yes.
Q. Okay. And so, your construction -- your understanding of mobile wallet in the context of these claims, which all require unbanked subscribers, is that they are stored value accounts and not prepaid access accounts; fair? 12:19:42
A. I'm going to ask you to restate that or repeat the question.
Q. The definition of mobile wallet that you 12:20:06

applied --
A. Mm-hmm.
Q. -- in the context of these claims, which all require an unbanked subscriber, is that they are stored value accounts and not prepaid access accounts; correct? 12:20:18
A. (Witness reviews.)
Hmm.
MR. KANG: Counsel, if your witness is going to take on upwards of five minutes to answer a single question numerous times through this deposition, we're going to ask for more time and hold it open. 12:22:55
MR. THEISS: He's taking as much time as he needs to answer a question. 12:23:07
MR. KANG: We've tried to be reasonable about this, but every question he's taking upwards of three to five minutes.
BY MR. KANG:
Q. Mr. Johnson, do you have an answer for our question? 12:23:15
A. Yeah, I think so. But could I ask you just to repeat the question so I'm really clear on what we're talking about?
Q. The definition of mobile wallet that you 12:23:26

applied in the context of these claims, which all require an unbanked subscriber, is stored value accounts, not prepaid access accounts; correct?
A. Yes.
Q. Okay. And are you aware that the district court has construed the term "mobile wallet"? 12:23:39
A. Oh, I forget. Maybe they did.
MR. KANG: Okay. I'd like to mark as Exhibit 3, a final constructions of the Court in Fintiv, Inc. v. PayPal Holdings, Inc., 6:22-cv-00288-ADA. 12:23:58
MR. THEISS: Counsel, has this been filed in the IPR?
MR. KANG: It has not. Actually, it may have been part of Mr. -- or Dr. Chatterjee's declaration. 12:24:26
(Johnson Deposition Exhibit 3 was marked electronically.)
BY MR. KANG:
Q. Mr. Johnson, do you recognize this document, Exhibit Number 3? 12:24:41
A. Oh...
(Witness reviews.)
MR. KANG: And, Counsel, for the record, it's Exhibit 1012. 12:25:05

MR. THEISS: Thank you.
THE WITNESS: Yeah, I think I've seen this one before.
BY MR. KANG:
Q. Okay. And in this document, the district court construed the term "mobile wallet"; correct? 12:25:12
A. Yes.
Q. And the district court's construction is, quote, "A stored value account or prepaid access account (PPA) that allows the owner (or 'subscriber') to pay for goods and services of the mFS platform from his or her mobile wallet account." 12:25:25
Did I read that correctly?
A. Yes.
Q. And so, your opinion is that with respect to the '845 patent, this construction is not correct? 12:25:38
A. Oh, I don't have an opinion on it.
Q. Your opinion -- well, you just confirmed that the definition you applied for mobile wallet for the '845 patent is a stored value account and not a prepaid access account. 12:26:05
Do you remember that?
A. Yeah.
Q. All right. And so, your interpretation of 12:26:17

mobile wallet for the '845 patent is different than the Court's; fair?
A. In this context, in the matter of the IPR, yes.
Q. And so, you interpreted the '845 patent to require a mobile wallet for unbanked subscribers as a stored value account; fair? 12:26:31
A. Yes.
Q. And does that change based off Petitioner -- whether Petitioner's construction or the Board's construction of unbanked subscriber applies? 12:27:06
A. I don't believe so, but let me just double check it.
No. No, I don't believe that changes. 12:27:43
Q. Okay. Now, turning back to the '845 patent claims, the claims actually recite transferring money; right?
A. Are you referring to Claim 5?
Q. Yes. Let's start with Claim 5. 12:28:02
A. The claim refers to transferring a specified amount of funds.
Q. It also includes the limitation wherein the monetary transaction system is implemented to transfer money between mobile wallets; right? 12:28:28

A. Sorry, remind me where that is. I'm looking as well. Yeah --
Q. So it's Column 30, Line 40 -- I'm sorry.
A. Column 31, Line 32?
Q. Yes. Thank you. 12:29:12
A. Mm-hmm.
Q. So the -- the -- Claim 5 of the '845 patent actually talks about -- or recites transferring money; right?
A. Mm-hmm. 12:29:22
THE COURT REPORTER: Yes?
BY MR. KANG:
Q. And you pointed us --
A. Sorry, my apologies while I was taking a sip of tea. Yes. 12:29:32
Q. I'll reask -- I'll reask.
Claim 5 of the '845 patent actually recites transferring money; right?
A. Yes.
Q. And it also recites debiting the specified payment method by the specified amount of funds; right? 12:29:38
A. Yes.
Q. And it recites transferring the specified amount of funds to the specified recipient; fair? 12:29:49

A. Yes.
Q. And so, the claims recite transferring money and funds; correct?
A. Yes.
Q. And not scrip? 12:30:00
A. Correct.
Q. Not eMoney?
A. Correct.
Q. Not stored value?
A. Correct. 12:30:08
Q. All right. But you're interpreting the claims to require transferring stored value; fair?
A. (Witness reviews.)
Oh. The way I'd read Claim 5 in relation to unbanked subscribers is that the transfer is of eMoney. 12:30:58
Q. And so, you're requiring that Claim 5 trans- -- be limited to transferring eMoney?
A. In relation to unbanked subscribers, yes.
Q. And Claim 5 doesn't describe transactions between bank subscribers; right? 12:31:15
A. I believe the limitation is between unbanked subscribers, yes.
Q. Okay. And so, you're limiting Claim 5 to transferring eMoney; fair? 12:31:31

A. Correct.
Q. Okay. Now, we touched upon this earlier, but you would agree that companies such as Visa and Mastercard provided reloadable prepaid debit cards in the 2007 timeframe; right? 12:31:46
A. Well, Visa and Mastercard provide the networks that those cards operate on. Does Visa actually sell the cards? I don't know. I think they're issued by a bank.
Q. Okay. But you'd agree that prepaid debit cards that were reloadable existed in the 2007 timeframe; right? 12:32:00
A. I don't recall specifically, but I -- I think they may have been.
Q. Okay. 12:32:18
MR. KANG: I'd like to mark as Exhibit 4, a printout of a website cap- -- capture from The WayBack Machine.
(Johnson Deposition Exhibit 4 was marked electronically.) 12:32:43
MR. THEISS: Counsel, same question, has this one been filed?
MR. KANG: This one has not.
MR. THEISS: Okay.
THE COURT REPORTER: One second. 12:32:55

BY MR. KANG:
Q. Now, Mr. Johnson, are you familiar with The WayBack Machine?
A. Yes.
Q. All right. 12:33:02
And you're familiar with -- it's also referred to as "The Internet Archive"?
A. Yes.
Q. All right. Are you familiar with the URL format of -- at the header of this Exhibit 4? 12:33:09
A. Yes.
Q. And the numbers, 20110106, do you understand that to be the capture date of this website as January 6th, 2011?
MR. THEISS: I'm going to object. Form. 12:33:30
THE WITNESS: I -- I don't recall if that's exactly correct. But it seems reasonable.
BY MR. KANG:
Q. Okay. And the title of this document is "Visa Prepaid Card - Reloadable." 12:33:45
Do you see that?
A. Mm-hmm.
Q. Are you familiar with this product?
A. Not specifically.
Q. Were you aware of this product before? 12:33:52

A. Not specifically.
Q. And do you see the first bullet point on this document, Exhibit 4, reads "No credit check"?
A. With an asterisk, yes.
Q. Right. And that asterisk says that, 12:34:13
"Federal law requires us to comp-" -- "obtain, verify and record information that identifies you when you open up a Walmart MoneyCard." [As read]
Do you see that?
A. Yes. 12:34:31
Q. And so, this -- the second bullet of this Exhibit 4 also reads, "No bank account required."
Do you see that?
A. Yes.
Q. And this -- the fourth bullet says, "Use 12:34:36
it everywhere Visa debit cards are accepted worldwide."
Do you see that?
A. Yes.
Q. And the sixth bullet reads, "Get cash from 12:34:47
millions of ATMs worldwide."
Do you see that?
A. Yeah, with two asterisks.
Q. And let's take a look.
A. Yeah. 12:34:58

Q. And the asterisk reads, "Use at ATMs displaying the Visa logo."
Do you see that?
A. Yes.
Q. Okay. And under the heading "Reloadable," 12:35:08
the document reads, "You can reload your personalized Walmart MoneyCard over and over again."
Do you see that?
A. Yes.
Q. And under there -- under that sentence, 12:35:23
there's a bullet that reads in part, "You can go straight to the cashier and swipe your Card to load with cash or you can cash a payroll or government check and load part or all of that check onto your MoneyCard." [As read] 12:35:38
Do you see that?
A. Yes.
Q. Okay. And so, so this card supports reloading?
A. Yes. 12:35:45
Q. It supports ATM withdrawal; right?
A. Mm-hmm --
Q. It was available before --
A. -- yes.
Q. It was available before the priority date 12:35:52

of the '845 patent; right?
A. Oh, I don't know about that.
Q. Okay. Well, on Exhibit 2, do you see a -- on the front cover, it says -- well, let me -- let me just put it this way: 12:36:10
This card des- -- depicted in Exhibit 4 was available before June 3rd, 2011; right?
MR. THEISS: Objection. Form.
THE WITNESS: Yeah. I -- I don't know that that's the case. 12:36:24
MR. THEISS: I would actually instruct the witness not to answer that question.
MR. KANG: You're going to instruct the witness not to answer?
MR. THEISS: Get the Board on the phone. 12:36:30
This is not in the record. You're grazing a ground of invalidity that was not in the petition. Get the Board on the phone if you have to. I'm going to instruct the witness not to answer.
MR. KANG: All right. 12:36:38
I'm asking his opinion on unbanked, which we'll get to now.
MR. THEISS: I -- I -- I --
BY MR. KANG:
Q. Mr. Johnson, applying your interpretation 12:36:46

of the Petitioner's construction, when a user purchases and activates the card depicted here in Exhibit 4, are they now banked?

MR. THEISS: I'm going to object.

You can answer. 12:36:57

THE WITNESS: Oh, I can answer?

MR. THEISS: You can.

THE WITNESS: Okay.

Sorry, with the back and forth, can I just ask you to repeat the question. 12:37:07

MR. KANG: Do you mind reading it back?

THE COURT REPORTER: Can you -- there was speaking over, can you please repeat.

BY MR. KANG:

Q. Okay. Applying your interpretation of 12:37:15
Petitioner's construction, when a person who does not have a bank account activates a Walmart reloadable Visa prepaid card, are they now banked?

A. Oh, I don't have an opinion on this.

Q. And so, does the user of a Visa prepaid 12:37:30
card that's reloadable have access to a bank account?

A. A card of this type, I don't have an opinion on.

Q. You see the back of Exhibit 4, at the very 12:37:43

bottom, it reads, "This Card is issued by GE Money Bank, member FDIC." [As read]

Do you read -- do you see that?

A. Yes.

Q. And so, does a user of this type of -- 12:37:57
this type of card have access to funds held at a bank account?

A. Yeah, I don't have an opinion on this.

Q. And applying your interpretation of the Board's construction, if a person doesn't have a 12:38:24
bank account and they purchase and activate a type of card like that depicted in Exhibit 4, are they now banked?

A. I don't have an opinion on that.

Q. Okay. 12:38:40

MR. KANG: All right. This -- this is a good time for lunch, if everyone wants to take a lunch break.

THE WITNESS: Yeah, sure.

MR. KANG: All right. 12:39:00

THE VIDEOGRAPHER: This marks the end of Media Number 2. Off the record. The time is 12:38.

(Lunch recess taken.)

THE VIDEOGRAPHER: This marks the beginning of Media Number 3 in the deposition of Kai 01:23:06

Johnson.

We're back on the record. The time is 1:23.

BY MR. KANG:

Q. Mr. Johnson, if I could direct you to 01:23:15
Paragraph 61 of your declaration, Exhibit 1.

A. Sure.

Q. Now, you opine that the Asserted Claims of the '845 patent do not encompass the ATM embodiment depicted in Figure 17A under Petitioner's 01:23:38
construction; is that right?

A. That was a complicated sentence. Give me a second to just refresh my memory on 61, and then I'll ask you to repeat it.

(Witness reviews.) 01:24:06

Okay. One more time?

Q. Sure.

You opine that the Asserted Claims of the '845 patent do not encompass the ATM embodiment depicted in Figure 17A under the Petitioner's 01:24:51
construction; is that right?

A. Yes.

Q. Okay. And so, your opinion is that the subscriber's depicted in Figure 17A are banked; right? 01:25:04

A. Yes.

Q. And that is because they have a plastic debit card; is that right?

A. When they have a plastic debit card that is issued by a bank, and so they have a bank account 01:25:20
and therefore, they are not unbanked.

Q. Okay. Now, is it your opinion the '845 patent, when they have a plastic debit card, that's always issued by a bank?

A. Oh, I don't know if it's always, but '845 01:25:46
patent certainly does include cases where there are debit cards issued by banks.

Q. Okay. Now, I want to your direction -- or, sorry -- I want to direct you to the '845 patent Column 22, Lines 65 to 23 -- 3. 01:26:11

A. 60 -- sorry, 22?

Q. 65, just at the very bottom.

A. Okay. Great.

Q. Yeah. And so, the specification reads, "Attention now will be turned to embodiments in 01:26:29
which the subscribers have bank accounts associated with their mobile wallets." [As read]

Do you see that?

A. Yes.

Q. And so, these -- these subscribers are 01:26:38

banked; right?
A. Yes.
Q. All right.
And they're banked under the Board's construction of unbanked; right? 01:26:47
A. Yes.
Q. Okay. And they're banked under the Petitioner's construction of unbanked; right?
A. Yes.
Q. And can you tell me whether they're banked under the plain and ordinary meaning of unbanked? 01:26:55
A. I don't have a particular opinion on that.
Q. Okay. And so, the specification continues, "The monetary transaction system 210 provides similar functionality to consumers that have bank or credit union accounts." 01:27:24
Do you see that?
A. Yes.
Q. And so, some of the embodiments that follow this line apply to those users that have bank or credit union accounts; right? 01:27:39
A. Yes.
Q. And would it be fair to say that in the figures that follow, anything that describes using a prepaid debit card in the '845 patent relates to 01:28:01

customers that have bank or credit union accounts?
A. Well, I -- I don't know about all the figures. But in certain figures -- let's be specific. In certain figures, the '845 patent uses dollar DC to represent the customer with a debit card. 01:28:21
Q. And so, is it fair to say that in those figures where dollar DC is used, that is describing banked users under your interpretation?
A. Yes. 01:28:39
Q. Okay. And so, the claims exclude those embodiments that use dollar DC under the Board's construction; is -- is that your opinion?
A. Oh, I don't have an opinion about the scope of the claims. 01:28:57
Q. But you do have an opinion, at least for Figure 17A; right?
A. About what?
Q. Well, you wrote that -- in Paragraph 61, "Although the '845 Patent discusses that in some embodiments, subscribers can use ATMs and plastic debit cards with the mFS platform, the subscribers in these instances are no longer 'unbanked' under the Petitioner's proposed construction." 01:29:16
Do you see that? 01:29:31

A. Yes.
Q. And so, the ATM embodiment of Figure 17A is excluded from the scope of the claims requiring unbanked subscribers; right?
A. Under Petitioner's proposed construction, specifically. 01:29:48
Q. Okay. And what about under the Board's construction?
A. Yes, also under the Board's construction.
Q. And you have no opinion of whether they're excluded under the plain and ordinary meaning of unbanked; is that fair? 01:30:01
A. Correct.
Q. Okay. And I want to turn to one figure in particular, it's Figure 14. 01:30:20
And that is described at the -- at Column 23, Lines 8 through 34 of the '845 patent.
A. Okay. Give me just a second --
Q. Sure.
A. -- to get both of those references. 01:30:38
Q. Sure.
A. What was the column reference again?
Q. 23, Lines 8 through 34.
A. Okay. Thank you.
Q. Now, the specification describes a 01:30:49

subscriber deposit as an agent bank and states that "the subscriber has a registered and activated (prepaid) debit card at an agent branch location." [As read]
Do you see that? 01:31:06
A. Mm-hmm, yes.
Q. And would you agree that Figure 14 relates to a banked subscriber?
A. Yes.
Q. And is that your opinion with respect to both the Board's construction and the Petitioner's construction of unbanked? 01:31:19
A. Yes, it is.
Q. Okay. Now, I want to turn your attention to Figure 18A, which is described at Column 26, Lines 9 through 40. 01:31:34
A. Okay.
Q. Now, this relates to a subscriber-to-subscriber international money transfer; is that correct? 01:32:06
A. Yes.
Q. Okay. And I'll direct you to Line 18, where the specification reads, "Subscriber A's debit card account is decremented by the transfer amount (1801)." 01:32:24

Do you see that?
A. Yes.
Q. And does Figure 18A and the associated description in the specification relate to bank subscribers? 01:32:36
A. In relation to Subscriber A, yes.
Q. Okay. And is that your opinion with respect to both the Petitioner and the Board's construction of unbanked subscriber?
A. Yes. 01:32:51
Q. And so, I'd like to turn your attention to Column 1, Line 56 to 66.
A. Okay. Okay.
Q. And I'm not going to read the whole paragraph, but can you read it to yourself and let me know when you're done. 01:33:24
A. Sure.
(Witness reviews)
Okay.
Q. Okay. And so, this outlines various tasks that can be performed using the monetary transaction system of the '845 patent; is that fair? 01:33:57
A. Mm-hmm, yes.
Q. And am I understanding your position correctly that the task of adding a bank or credit 01:34:16

union account to a mobile wallet and adding a debit or credit card account to a mobile wallet is not available to unbanked subscribers?
A. Presumably, if a subscriber had a bank account or a credit union account to add, they would not be an unbanked subscriber. Depending on the type of debit card, they may or may not be an unbanked subscriber. 01:34:37
Q. And we kind of went over this before. The debit card that cannot be reloaded could still -- could still relate to an unbanked subscriber; is that correct? 01:34:54
A. Correct.
Q. All right.
Are there any other types of debit cards that you can think of that would not render an unbanked subscriber banked? 01:35:04
A. I think that's the important distinction to make.
Q. Okay. And your opinion is that having a credit card would render an unbanked subscriber banked; fair? 01:35:14
A. Yes.
Q. Okay. Now, is it fair to say that conducting a direct person-to-person transaction 01:35:38

through funding sources such as debit and credit cards and bank accounts is not within the scope of the '845 patent?
A. Conducting a direct person-to-person transaction using credit and debit cards? 01:35:58
Q. Mm-hmm.
A. Hold on. Oh, sorry, looking in the wrong place.
So there are several places where the '845 patent discusses using specifically debit cards for subscriber-to-subscriber transfers, including specifically Figure 17B, which is a subscriber-to-subscriber transfer from Subscriber A's debit card to Subscriber's B debit card. 01:36:32
Q. And in 17B, are the subscribers baked or unbanked? 01:36:57
A. They are banked.
Q. Okay. And so, we agreed, you know, at the outset of this deposition that all the claims of the '845 patent require unbanked subscribers. Do you recall that? 01:37:11
A. Yes.
Q. Okay. And so, is it fair to say that, you know, conduct -- that kind of direct person-to-person transaction through funding sources 01:37:17

such as debit cards and bank accounts is not within the scope of the '845 claims?
A. I don't have an opinion on the scope of the '845 claims.
Q. But the '845 claims require an unbanked subscriber; right? 01:37:29
A. They do.
Q. And your opinion is conducting those transactions using debit cards and bank accounts as funding sources renders them not unbanked; right? 01:37:38
A. Right.
Q. Okay. And so, is it also your opinion, Mr. Johnson, the mobile wallet of the '845 patent for unbanked subscribers cannot have accounts connected to credit cards, debit cards, or bank accounts? 01:38:05
A. Presumably not, since that would make the subscriber a banked subscriber.
Q. Okay. All right.
So, Mr. Johnson, I think we've gone through a couple of variations of this, but what does it mean to have a bank account? 01:38:42
A. It's a bank account that the subscriber has in their name.
Q. Okay. And so, you know, if I -- if I go 01:38:58

to a checking account and I, you know -- oh, I'm sorry.

If I go to a bank and I open up a checking account in my name, I have a bank account; right?

A. Yes. 01:39:19

Q. All right.

And that's what we would consider as a conventional bank account; right?

A. I -- I'm not sure that I know what the term "conventional" means in that context. 01:39:27

Q. Okay. Fair enough.

When people think about bank accounts outside of the fin-tech industry, they're thinking about brick and mortar bank accounts, right, associated with the -- well, let me -- let me start 01:39:43 over.

Outside of the fin-tech industry, what is the, kind of, conventional bank account?

A. You know, different people have different ideas of what that is, even outside the fin-tech 01:39:57 industry.

Q. And so, do you have any -- well, let me ask it this way:

Does the term "conventional bank account" have any meaning to you? 01:40:14

A. Conventional bank account is a -- it's -- it's not a specific term. It's a generic term, and it might be used to mean a variety of different things.

Q. Okay. Now, if I'm unbanked, and I'm the 01:40:32 treasurer of a nonprofit, and I open up a bank account for that nonprofit, do I have a bank account?

A. Well, I suppose it depends on the circumstances under which you opened that account. 01:40:50

Q. And what would it depend on?

A. Well, are you the primary signatory for that account?

Q. All right.

And so, the accountholder would be the 01:41:00 nonprofit; right?

A. Well, I suppose it -- that depends on how the nonprofit is organized.

Q. Okay. So if I were the primary signatory for that account, would I have a bank account? 01:41:12

A. I suppose so.

Q. And if I did not have a -- I'm sorry.

If I were not the primary signatory for that bank account, is it fair to say I would not have a bank account? 01:41:30

A. If you had no other bank accounts, okay, yes.

Q. Okay. Now, what is the difference between having a bank account and having access to a bank account? 01:41:40

A. Oh. We've just spoken about exactly one of those examples, where your nonprofit owner opens a bank account that's held by the nonprofit, and the owner presumably has access to that account.

Q. Okay. And so, the -- the bank account's 01:41:57 not in my name, but I can access the funds, that means I do not have a bank account, but I have access to a bank account; is that fair?

A. Sure.

Q. All right. 01:42:10

And so, if a user has access to a bank account but doesn't have a bank account, you still consider that user banked?

A. Oh. Under the Petitioner's construction and under the Board's construction, yes. 01:42:27

Q. Okay. And do you have an opinion under the plain and ordinary meaning of the term "unbanked"?

A. Not specifically.

Q. Okay. Generally, do you have an opinion 01:42:36

under the plain and ordinary meaning of unbanked?

A. Is that the same question, or are you asking something different?

Q. Well, you answered "not specifically." I'm asking do you generally have an opinion of 01:42:48 whether...

A. No.

Q. Okay. Now, would you agree that an un- -- the unbanked are those who do not have access to the banking system? 01:43:03

A. No, I don't -- I -- that's not a -- you know, someone might say that colloquially, but that's not necessarily an accurate consideration.

Q. Now, if I go to the bank where you have an account and I know your account number, I can 01:43:36 deposit funds into your bank account; right?

A. Oh. That's an interesting question. I -- I don't know whether my bank would allow you to do that.

Q. Okay. If I'm able to deposit funds into 01:43:49 someone else's checking account, and I do not have another bank account, do I have access to that person's bank account?

A. It could be considered a form of access.

Q. Okay. In that situation, would I become 01:44:13

banked because I can deposit money into someone else's checking account?
A. If we consider that to -- if we consider that to be having access to an account under the Petitioner's construction or the Board's construction.
Q. Well, that's what I'm asking you.
A. Yeah.
Q. Do you consider being able to deposit into someone else's checking account, having access to that account?
A. Yeah, that's -- it's just on the cusp of whether you may or may not, you know, decide whether that -- that fits the definition. Maybe, maybe not.
Q. And if I could withdraw funds from that account, would I have access to that account?
A. If you could both deposit and withdraw funds, then yes.
Q. And would I become banked under the Board's construction?
A. Yes.
Q. Okay. And so, if I'm an illegal immigrant and I'm on -- I have no Social Security Number, I can't open up a bank account in my name, and a relative gives me their ATM card, am I now banked?

MR. THEISS: Objection. Form.
THE WITNESS: That's someone who has access to a bank account, so under the Board's construction and Petitioner's construction, that would be a banked person.
BY MR. KANG:
Q. Okay. I want to turn -- oh, actually, can I get -- sorry.
MR. KANG: I'd like to mark as Exhibit Number 5, a U.S. Patent Application Publication, U.S. 2007/0255620, to Tumminaro, previously marked as Exhibit 1005.
(Johnson Deposition Exhibit 5 was marked electronically.)
MR. THEISS: Okay. It just looks impressive printed out.
BY MR. KANG:
Q. Mr. Johnson, you're familiar with Exhibit 5?
A. Yes.
Q. Okay. And if I refer to this as Tumminaro, will you understand that I'm talking about Exhibit 5?
A. Yes.
Q. Okay. Now, on page 36 of your

declaration, that's Exhibit 1, you provide an overview of the types of subscribers in Tumminaro; is that right?
A. Yes.
Q. You use the term "subscriber" and "user" in Tumminaro interchangeably; is that fair?
A. Gosh, I hadn't looked at that. I suppose that's probably the case.
Q. Well, I mean, your bullet point says "Types of Subscribers," and then in Paragraph 77, you say Tu- -- "Tumminaro has at least three types of users."
Do you see that?
A. Yeah, yeah.
Q. Is it fair to say when you -- when you're talking about "users" and "subscribers" in Tumminaro, you're talking about the same people?
A. I -- I think so. I probably would have been more careful to use the com- -- the same word throughout if I'd noticed the difference.
Q. Okay. Now, Tumminaro describes no-card users and carded users. Right?
A. Yes.
Q. Okay. And the no-card user doesn't have a credit or debit card associated with their account;

is that fair?
A. Well, a no-card user does not have a credit or debit card that is linked to the account in Tumminaro.
Q. Okay. So I'm just reading what you wrote in Paragraph 79.
A. Sure.
Q. You wrote, "As the name suggests, Tumminaro's 'no-card' user does not have a credit or debit card associated with their account in Tumminaro."
Do you see that?
A. Yes.
Q. And so, is the answer -- so I'll ask the question again.
So a no-card user does not have a debit or credit card account associated with their account; right?
A. Yeah. It -- it says that. I'd just like to clarify to -- because the -- you know, it's a statement that's made in context that -- what that's referring to is the -- the credit or debit card that is issued from one of Tumminaro's partner banks.
Q. Okay. And so, your opinion is that a no-card user could have a separate debit or credit

PayPal - Exhibit 1037
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card that is not issued from Tumminaro's partner bank --
A. Correct.
Q. -- correct?
A. Yes. 01:50:41
Q. And they could also not have those; right?
A. Correct.
Q. Okay. Now, I want to turn to your opinions in Paragraph 80.
A. Okay. 01:51:11
Q. And you write that, "After requesting a credit or debit card from Tumminaro's partner bank and activating the card, the no-card user becomes carded." [As read]
Do you see that? 01:51:21
A. Yes.
Q. And you opine that the users share in the pool account is closed and the new individual card account for the user is opened, and the user's funds are moved from the pooled account to the new 01:51:39 individual card account; right?
A. Correct.
Q. All right.
And it's this individual card account that you say is a bank account in every sense and form; 01:51:50

right?
A. Yes.
Q. Okay. Now, does Tumminaro describe the act of closing the user's share in the pooled account? 01:52:11
A. It does.
Q. Okay. Well, actually, if you could turn to Paragraph 603 in Tumminaro.
A. Okay.
Q. Now, did you consider Paragraph 603 in 01:52:36 forming your opinions on Tumminaro?
A. Yes.
Q. Okay. And so, the second sentence of Paragraph 603 says, "Rather than maintain a separate prepaid debit account for each account holder, the 01:52:54 present embodiment utilizes a pooled prepaid debit account (5300)."
Do you see that?
A. Yes.
Q. And so, Tumminaro discloses an embodiment 01:53:05 where a separate prepaid debit account is not established for each carded user; is that fair?
A. Hold on. I want to look at this one in context. In particular, that's referring to Figure 53. So let me just have a quick look. 01:53:39

Hmm, okay.
(Witness reviews.)
Okay. Sorry. Let me ask you to repeat your question.
Q. All right. Tumminaro discloses an 01:54:33 embodiment where separate prepaid debit accounts are not established for each carded user; is that fair?
A. No. What -- what Tumminaro says is, "Rather than maintain a separate prepaid debit account for each account holder" -- that's not 01:54:54 carded user -- "the present embodiment uses a pooled prepaid debit account." [As read]
Q. But the prepaid debit accounts are for carded users; fair?
A. Sorry, the -- no. The individual prepaid 01:55:10 debit accounts are for carded users.
Q. And so, what is a -- so there -- you -- you understand there's something called a pooled account in Tumminaro; right?
A. Well, Tumminaro has several different 01:55:23 interpretations of a pooled account, but yes.
Q. Right. And so, there's something different called a pooled prepaid debit account in Paragraph 603; right?
A. Oh. This is a separate embodiment 01:55:38

referring to Paragraph 603 to 606.
Q. And so, your testimony here today is that the pool- -- pooled prepaid debit account does not hold funds for carded users; fair?
A. I don't know that that's clear here. And 01:55:58 in particular, in Paragraph 604, it refers to the account holder using their plastic debit card at an ATM to deposit cash, which would imply there are carded users here. At the -- again, 603 to 606 are referring to the same embodiment. 01:56:30
Q. And so, Paragraph 603 in the context of Paragraph 604, suggests that the pooled prepaid debit account can hold funds for carded users in Tumminaro; is that fair?
A. It doesn't look like this is particularly 01:56:51 specific about it, but that might be one way to interpret it.
Q. Okay. Now, turning back to Paragraph 71 of your declaration -- and I'm just trying to understand the nomenclature you're using, 01:57:30 Mr. Johnson. "A general purpose prepaid card of this type is certainly a financial institution account."
Do you see that?
A. Yes. 01:57:40

Q. And so, what do you mean by "general purpose prepaid card"?
A. I'm -- well, I probably should have added the term "reloadable" to that. But it's in the context of the -- the remaining discussion. And you 01:58:00
can see previously above, in Paragraph 69, referring to a reloadable prepaid account. So the reloadable prepaid account in Paragraph 69 is what's associated with the -- the debit card, a general purpose reloadable prepaid card is a financial institution 01:58:24
account.
Q. And so, the general purpose prepaid card must be re- -- reloadable, right, to be a financial institution account?
A. Oh. I -- I don't know if it must be, but 01:58:38
that was the intention here.
Q. Okay. And the general purpose prepaid card is not something like a gift card; right?
A. Correct.
Q. Okay. It's not something like a stored 01:58:49
value card?
A. You'd have to be more specific.
Q. Well, so I'm just trying to understand what you mean by this. Like, when you say "general purpose prepaid card," right, a general purpose 01:59:09

subscriber funds held in a pooled account." [As read]
Do you see that?
A. Yes.
Q. Okay. And you're citing Tumminaro 02:01:36
Paragraph 198 here to support that proposition; right?
A. Yes.
Q. If you turn to Tumminaro 198 -- and let me know when you're there. 02:01:54
A. Oh, sure.
Okay.
Q. This is talking about another embodiment where "an account holder may set up a prepaid debit card at any financial institution and access the 02:02:10
account indirectly to transfer funds"; right? [As read]
A. That's what it says.
Q. Right. And so, the specification continues, "Thus, the account holders are not 02:02:21
limited to debit card" -- "a debit card with funds maintained in the pooled account at a particular financial institution"; right? [As read]
A. That's what it says.
Q. And so, this is the instance where a user 02:02:33

prepaid card that is reloadable is not a gift card. We've established that; fair?
A. Sure, yeah.
Q. And is a general purpose -- sorry. Let me start over. 01:59:18
Does a -- a general purpose prepaid card that is reloadable include stored value cards?
A. Someone might consider a stored value card to be a type of general purpose reloadable prepaid card. You could consider those two things to be 01:59:36
similar in a way.
Q. Okay. And so, does a general purpose prepaid card store legal tender or scrip?
A. Legal tender.
Q. Okay. And your opinion of stored value 01:59:58
account in the context of these claims is that they store eMoney; right?
A. In the context of the '845 patent.
Q. Okay. Now, going back to Paragraph 70 of your declaration, you wrote, "Each" -- "In another 02:01:03
embodiment, each account holder may set up a prepaid" -- I'm sorry.
You wrote, "Tumminaro makes it clear that the mobile payment" -- sorry, I lost it -- "service provides debit cards with direct access to the 02:01:29

of Tumminaro can link an existing bank account or debit card to his -- his or her Tumminaro account; fair?
A. No. That's not how I'd describe it. This is a debit card that's issued by the partner bank or 02:02:56
by the operator of Tumminaro itself with the funds for that debit card maintained in the pooled account.
Q. Well, the -- the specification says they're not limited to the debit card with funds 02:03:13
maintained in the pooled account; right, rather account holders may access a debit card account at a financial institution of their choosing; right?
A. Yes, it sounds like either/or to me.
Q. Right. And so, they don't have to link an 02:03:28
external account, right, that's not a required operation; right?
A. Right. They're not required to link an external -- they're not required to use an -- a debit card account at a financial institution of 02:03:48
their choosing --
Q. Okay.
A. -- they can instead use the debit card with funds maintained in the pooled account.
Q. And so, a debit card user in Tumminaro can 02:03:57

have funds maintained in a pooled account?
A. Yeah, that's what 198 says.
Q. Okay. Now, you opine that the term "financial institution" is broader than banks and credit unions; right? 02:04:19
A. Yes. Somewhere in here.
Q. And so, could you tell me what kind of financial institutions that are not banks there are? Or give me some examples of some nonbank financial institutions. 02:04:37
A. Sure. How about a brokerage?
Q. Like a stock brokerage?
A. Yeah.
Q. Okay.
A. Yep. 02:04:42
Q. And so, a -- some entity that holds investment accounts would be a financial institution that's not a bank?
A. Yeah, that could be.
Q. All right. Or investment funds? 02:04:51
A. Well, if they're holding accounts, yes.
Q. Okay. And what about credit card companies?
A. Credit card companies -- well, okay, what do you mean by "credit card companies"? 02:05:06

Q. The company that runs a card processing network.
A. So like a Visa or a Mastercard?
Q. Right.
A. Some people might consider those to be financial institutions in some contexts. 02:05:17
Q. Would you consider them to be financial institutions?
A. Oh. Well, I haven't considered whether it -- that would -- that -- that either Visa or Mastercard would meet the definition of -- would -- would fit in the definition of a financial institution in the context of Petitioner's construction of unbanked subscriber, if that's what you're asking about. 02:05:34 02:05:49
Q. Have you considered whether Visa or Mastercard would fit the definition of financial institution as you have applied it here, you -- relying on the section of the -- the United States Code? 02:06:04
A. I don't believe it does because I believe that reference requires the -- the institution to hold an account. And Visa and Mastercard do not hold accounts.
Q. Okay. Would you consider credit reporting 02:06:18

agencies to be financial institutions?
A. Golly. I don't know if some people consider that in certain cases. There might be cases where someone would apply that term broadly and include credit institutions. I don't know whether -- well, I don't think it -- it would fit the definition as we've described it here in the context of the Petitioner's construction of unbanked subscribers. 02:06:36
Q. Okay. And so, your opinion, if I understand it correctly, is that the mobile wallet account on Tumminaro is itself a financial institution account; fair? 02:06:56
A. In some embodiments, Tumminaro -- the operator of Tumminaro is a bank. And so, the account is a financial institution account. It's a bank account. 02:07:21
Q. Okay. And in some embodiments, is -- the operator of the Tumminaro system is not a bank; right? 02:07:35
A. I'm not sure if that's entirely the case. I'd have to go back and look because Tumminaro's got a lot of embodiments.
Q. And so, maybe -- if Tumminaro is not -- if the -- sorry, let me start over. Here's a question: 02:07:51

If the operator of the Tumminaro system is not a bank, does the -- is the mobile wallet account provided by Tumminaro nonetheless a financial institution account?
A. Well, the mobile wallet account provided by Tumminaro is either an account with access to funds in the pooled account, which is a bank account, or a direct access to an individual card account, which is, again, a bank account. So it's a financial institution account regardless. 02:08:08 02:08:25
Q. Okay. So whether the -- the operator of Tumminaro's a bank or not is irrelevant to your opinion, the -- the Tumminaro account is a financial institution account, full stop. Fair?
A. Yeah, under every circumstance in Tumminaro. 02:08:40
Q. Okay. And so, whether the Tumminaro system is itself -- or the Tumminaro operator is itself a financial institution isn't relevant; right? 02:08:58
A. To what?
Q. To the inquiry of whether the Tumminaro mobile wallet accounts are financial institution accounts?
A. Well, the -- the Tum- -- well, okay. The 02:09:11

Tumminaro accounts are financial institution accounts, regardless of whether Tumminaro itself is a bank or not.

Q. Okay. Now, if you could turn your attention to Paragraph 41 of Tumminaro. 02:09:24

A. Okay.

Q. And the last sentence of this paragraph reads, "A number of the clients may not have an account in the pooled account but instead have an account at a financial institution, which has access 02:09:45 to the system."

Did I read that correctly?

A. Yes.

Q. And so, at a minimum, the author of Tumminaro did not consider the pooled account to be 02:09:55 a financial institution account; fair?

A. Excuse me.

No, because Tumminaro is actually very clear that the pooled account is a bank account.

I'd like to give you the reference, but Tumminaro is 02:10:29 pretty thick, and I'm not sure I could find it for you quickly.

Q. But I'm just saying, in the context of this sentence, he's contrasting a pooled account and a financial institution account; is that fair? 02:10:27

A. Well, Tumminaro is hard to read if you take a sentence out of context. You really do need to look at the entire specification as a whole.

Q. And you've done so?

A. I have. 02:10:42

Q. You've read the entire specification of Tumminaro?

A. I -- I have. I can't say I've memorized it, but I have read it.

Q. Okay. So going back to your definition of 02:10:50 the financial institution, the '845 patent doesn't define the term "financial institution"; correct?

A. Oh, I don't know, one way or the other.

Q. Okay. I will represent to you that the only time "financial institution" comes up with is 02:11:12 with respect to the micro lending?

A. In the '845 patent?

Q. Correct.

A. Okay. I'll accept that.

Q. All right. 02:11:23

Now, you derive your definition of financial institute -- institution from Title 15 of the United States Code; correct?

A. Yes, in the context of interpreting Petitioner's proposed construction of unbanked 02:11:35

subscriber.

Q. Right. And so, you're in -- you're -- what you're doing is, you're taking the Petitioner's construction of unbanked subscriber that uses the word "financial institution" and providing the 02:11:46 United States Code to define financial institution; right?

A. Yeah to provide some clarity to that, yes.

Q. And Petitioner didn't cite the U.S. Code; right? 02:12:00

A. No.

Q. Okay. You agree that the patent didn't cite this section of the U.S. Code that you relied upon; right?

A. Yeah, I -- correct. 02:12:11

Q. All right. And you agree that the file history doesn't either?

A. Correct.

Q. All right.

And so, your opinion is that a person of 02:12:18 ordinary skill in the art would understand the term "financial institution" to be consistent with Title 15 of the United States Code, Section 6827; is that fair?

A. In the context of in- -- the 02:12:32

interpretation of the Petitioner's proposed construction of unbanked subscriber, yes.

Q. Right. So some -- a person of ordinary skill in the art reading the Petitioner's construction of unbanked subscriber would understand 02:12:45 that financial institution is consistent with that term in Title 15, Section 6827 of the United States Code; is that your testimony?

A. Yeah, that's my understanding.

Q. Okay. Is it your opinion that a person of 02:13:01 ordinary skill in the art, at the time of invention, would have been aware of 15 U.S.C. 6827?

A. Yeah. I think a -- a person of ordinary skill in the art would have known that there were regulations of that sort. And if they needed to, 02:13:18 they could go and find those definitions in those -- in the regulations.

Q. And your testimony, as a person of ordinary skill in the art in 2011, would have looked to 15 U.S.C. 6827 for the definition of financial 02:13:32 institution; right?

A. That would be a good place to find it.

Q. Were you aware of 15 U.S.C. 6827 in 2011?

A. Oh, I don't recall.

Q. When's the last time you -- or, sorry, let 02:13:47

me ask it the other way.
When's the first time you read 15 U.S.C. 6827?
A. I don't recall.
Q. Did you identify it to be used in your declaration in this proceeding? 02:13:57
A. Yes.
Q. Okay. And so, you read it at that point presumably?
A. Oh, yeah. 02:14:08
Q. All right. And how did you find 15 U.S.C. 6827?
A. Oh, I was looking for a definition of financial institution.
Q. How were you looking? 02:14:19
A. Oh, I don't recall, but it was probably a number of online searches.
Q. Had you used 15 U.S.C. 6827 in your work at Softcard?
A. Oh. I don't recall whether that would have come up at all. 02:14:34
Q. Okay. And so -- so what is Title 15 of the U.S. Code?
A. Oh. Well, I did look at that, and I don't recall. 02:15:02

Q. Okay. Have you ever read Title 15 outside of your work on this case?
A. I may have. In fact, there are a number of occa- -- occasions where I sort of browse those things for relevant information, so it's possible. 02:15:19
Q. And by "relevant information," -- all right. Let me -- let me start over.
Were you browsing the -- the U.S. Code for relevant information in connection with litigation?
A. Oh. Not that I recall, other than this case. 02:15:38
Q. Okay. And so, you cite Section 6827 of Title 15; correct?
A. I believe that's the citation.
Q. Do you know what Section 6827 pertains to? 02:15:59
A. Sorry, let me get the -- let me pull up the quote in the declaration, if you don't mind.
Q. Okay.
A. Can you remind me where it is?
Q. It is at page 22. 02:16:18
A. Oh, thank you.
Okay. And your question was?
Q. Do you know what Section 6827 pertains to?
A. I don't recall, but I do recall that there's some -- there's a specific definition of 02:16:45

financial institution, which is quoted here.
Q. And so, I'd like to mark as Exhibit 6, the chapter listing of Title 15 of the United States Code.
(Johnson Deposition Exhibit 6 was marked electronically.) 02:17:31
MR. THEISS: Thanks.
THE WITNESS: Thank you.
BY MR. KANG:
Q. Mr. Johnson, does this look familiar to you? 02:17:44
A. Yes.
Q. All right.
And can you find the section under which -- or the chapter under which Section 6827 falls? 02:17:54
A. Looks like Chapter 94.
Q. And what does Chapter 94 pertain to?
A. Privacy.
MR. KANG: And I will now mark as Exhibit Number 7 the table of contents for Subchapter 2 of Title 15. 02:18:31
(Johnson Deposition Exhibit 7 was marked electronically.)
BY MR. KANG: 02:18:59

Q. This is -- sorry.
Mr. Johnson, does this document, Exhibit 7, look familiar to you?
A. Yes.
Q. All right. 02:19:08
And so, this -- 6827 is listed as definitions under this Subchapter 2; right?
A. Mm-hmm.
Q. And that's the -- the def- -- the section that you cited in your declaration; right? 02:19:18
A. Yes.
Q. And the title of Subchapter 2 is "Acc-" -- "Fraudulent Access to Financial Information." [As read] Is that right?
A. That's the title on this page. 02:19:31
Q. Okay.
A. Yes.
Q. And so, your opinion is that a person of ordinary skill in the art, in the field of mobile wallets, would have applied the definition of financial institution from this section on privacy and fraudulent access to financial information from the U.S. Code? 02:19:38
A. That's the definition that I've used in interpreting the -- the Petitioner's construction of 02:19:54

unbanked subscriber.
Q. I understand that's the definition that you used.
A. Yeah.
Q. Is it your testimony that a person of 02:20:02
ordinary skill in the art, in the field of mobile wallets, would have looked to this section to determine the definition of a financial -- financial institution?
A. I think that a person of ordinary skill in 02:20:13
the art could have looked to this section.
Q. I understand they could have.
A. Yeah.
Q. My -- my question is, do you think they would have? 02:20:24
A. Oh, they might have chosen a different reference, I don't know.
Q. So you don't know?
A. They could have chosen something else, yes. 02:20:33
Q. Would they have, is my question. You were a person of ordinary skill in the art in 2011, in the field of mobile wallets; right?
A. Mm-hmm, yes.
Q. When you wanted to determine what a 02:20:42

financial institution is, is it your testimony in 2011, a person of ordinary skill in the art, in the field of mobile wallets, would have looked to this section of the U.S. Code?
A. It's what I would do, it's what I would 02:20:58
have done in 2011 as a person of ordinary skill in the art. And so, I think that anyone else as a per- -- person of ordinary skill in the art could have done the same thing.
Q. I understand that they could have, 02:21:10
Mr. Johnson. I'm asking you right now, would they have?
MR. THEISS: Objection. Form.
THE WITNESS: Yeah.
BY MR. KANG: 02:21:17
Q. Is it your op- -- opinion that they would have?
MR. THEISS: Objection. Form.
THE WITNESS: So as I've said, it's what I would have done. It's what I've done in this case. 02:21:24
I think that someone that -- a person of ordinary skill in the art could do the same.
BY MR. KANG:
Q. And you're not offering an opinion then that you think a person of ordinary skill in the art 02:21:36

of mobile wallets in 2011 would have looked to this specific title, section of the U.S. Code for the definition of financial institution; fair?
MR. THEISS: Objection. Form.
THE WITNESS: You know, a person of 02:21:51
ordinary skill in the art could look to a number of different references, and this is one of the ones that they could have looked to.
BY MR. KANG:
Q. So it's just possible. It's possible that 02:22:00
they could have looked at this; right?
A. Possible and likely that they could have looked at this.
Q. Right. And so, your -- your testimony is they would have looked at this; right? 02:22:08
A. Well, I'm not saying that they absolutely must have.
Q. They -- they likely would have, is your testimony; right?
A. I think it's reasonable that they could 02:22:17
have, yes.
Q. I'm not asking if they could have, Mr. Johnson. I understand you like to answer that word.
My question is, are you offering an 02:22:24

opinion, sitting here today, that a person of ordinary skill in the art would have looked at this section of the U.S. Code?
MR. THEISS: Objection. Form.
THE WITNESS: You don't need to raise your 02:22:35
voice.
BY MR. KANG:
Q. Is that your opinion?
A. I think I've -- I think I've answered your question. 02:22:40
Q. You have not. It's yes or no. Would they have looked --
MR. THEISS: Objection. Form.
THE WITNESS: Sorry, I think I've already answered your question here. 02:22:49
MR. THEISS: Counsel, if you want to object to his response, put it on the record, and please move on.
BY MR. KANG:
Q. Are you offering that opinion, 02:22:57
Mr. Johnson?
A. Sorry, what?
Q. That a person of ordinary skill in the art would have looked to this section of the U.S. Code to determine this definition of financial 02:23:03

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institution?
MR. THEISS: Objection. Form.
THE WITNESS: I -- I believe we've answered that.
BY MR. KANG: 02:23:10
Q. We haven't. Are you offering that opinion?
MR. THEISS: Counsel, if you don't like his answer, put the objection on the record and move on. 02:23:15
MR. KANG: Please limit your speaking objections, Counsel.
BY MR. KANG:
Q. Are you offering that opinion?
A. We have already discussed this. 02:23:20
Q. All right. You're refusing to answer?
A. No. I have already answered.
Q. All right. We disagree. We will see where this goes with the Board. All right.
Now, let's discuss what the patent says 02:23:50 about a deposit transaction for an unbanked subscriber. Figure 3 depicts an unbanked subscriber making a deposit; right?
A. Sorry, we're looking at Tumminaro?
Figure -- 02:24:12

Q. No, I'm sorry. Of the '845 patent.
A. Oh, sorry. Give me just a second.
Figure 3, "Subscriber Deposit," yes.
Your question was?
Q. At Step 340, the monetary transaction 02:24:28 system --
THE COURT REPORTER: Can you start that over, please.
BY MR. KANG:
Q. At Step 340, the monetary transaction 02:24:35 system can perform a velocity and/or a limit check when depositing the funds; right?
A. Oh. Give me a second to switch to the text here.
Q. And I'll direct you to Column 15, Line 60 02:24:49 to 65.
A. Thank you. 15, 60 to 65.
Okay. And your question was?
Q. At Step 340, the monetary transaction system can perform a velocity check and/or a limit 02:25:16 check when depositing funds; right?
A. Yes.
Q. Okay. This sentence means that a system could perform both a limit check and a velocity check when depositing funds; fair? 02:25:33

A. At Step 340, yes.
Q. All right. It also means the system could perform just a limit check; right?
A. At Step 340, yes.
Q. It also means the system could -- could -- 02:25:46 could perform only a velocity check; right?
A. At Step 340, yes.
Q. In Figure 3, are there other places that a limit or velocity check could be performed?
A. Oh, um... 02:26:08
Q. Well, let me rephrase that, Mr. Johnson.
Does -- the specification described in Figure 3, any other place where the limit or velocity check could be performed?
A. I'd have to double check the text here. 02:26:29 Would you like me to do that?
Q. Yes.
A. Okay.
(Witness reviews.)
Q. Let me ask a slightly different question, 02:27:26 Mr. Johnson.
Does the specification describe in any other part of Figure 3, where a limit or velocity check must be performed, other than Step 340?
A. Okay. That -- it seems to me that's 02:27:40

essentially the same question.
And I did not see it here in the specification. It looks to be the only place that it's referenced in relation to -- let me say that the limit check and the velocity check are 02:27:54 referenced in Figure 3.
Q. Okay. So in Figure 3, the system could perform just a -- a limit check; right?
A. In Figure 3 at Step 340, yes.
Q. Well, does Figure 3 require a velocity 02:28:10 check in addition to anything in Step 340?
A. No.
Q. Okay. And so, Figure 3 as a whole, not just Step 340, Mr. Johnson --
A. Mm-hmm. 02:28:26
Q. -- the patent describes you could perform just a limit check; fair?
A. Yes.
Q. Okay. And similarly, Figure 3 as a whole, not just Step 340, the patent describes you could 02:28:40 perform just a velocity check; right?
A. Yes.
Q. Okay. But your interpretation of Claim 1 requires both a limit check and a velocity check to be form- -- performed; right? And I'll direct you 02:28:55

to Exhibit 2007, your -- sorry, your dec- -- declaration, Exhibit 1, Paragraphs 132 to 133.

A. Yeah. And so, as it says in the declaration, "I've been advised that that language requires performing at least one limit check" -- and 02:29:22 that language being the language in Claim 1 -- "requires performing at least one limit check and at least one velocity check." [As read]

And I'll just note that Claim 1 is the claim and not the specification. 02:29:34

Q. Okay. And so, in the -- the Claim 1 embodiment, is it -- it's related to a deposit operation; right?

A. Yes, it is.

Q. All right. 02:29:46

And your interpretation of Claim 1 is that it requires both a limit check and a velocity check; right?

A. Correct.

Q. And you rely on instruction from counsel 02:29:53 for your opinions on the construction of one or more in Claim 1; fair?

A. Yes.

Q. Do you have any independent basis for this opinion in Paragraph 132 and 3 -- 133? 02:30:03

A. No.

Q. Okay. And so, it's Fintiv's interpretation of Claim 1 that it excludes the embodiment where only a limit check is performed during a deposit transaction; fair? 02:30:19

A. I don't know about Fintiv's opinion, but that's the -- that's the interpretation that I've been advised to use.

Q. Okay. And you've been advise -- advised to use the interpretation that Claim 1 excludes the 02:30:33 embodiment of the '845 patent where only a velocity check is performed during a deposit transaction; fair?

A. I suppose so, to the extent that the other claim language -- language in Claim 1 requires both 02:30:52 a limit check and velocity check.

Q. Does the specification describe performing multiple velocity checks for a single deposit transaction?

A. Oh. I don't recall if there's a -- if 02:31:14 there's a place where it might specify multiple velocity checks.

Q. Okay. So in Figure 3 --

A. Yes.

Q. -- does the specification state that 02:31:30

multiple velocity checks are performed?

A. Could you help me with the reference in the specification again?

Q. It was Column 15, Line 60.

A. Thank you. 02:31:49

Okay. In Figure 3, the system is performing a limit check and/or a velocity check.

Q. All right.

And so, does the specification described in Figure 3 talk about performing multiple velocity 02:32:15 checks for a single deposit transaction?

A. Not in the context of Figure 3.

Q. Okay. And this is an important point for us, so can you identify anywhere else in the specification where multiple velocity checks are 02:32:29 performed in a single deposit transaction?

A. Oh, I -- I don't know. I haven't looked to see if there's multiple velocity checks in a single deposit transaction.

Q. Okay. All right. 02:32:46

So Claim 1 is directed to an unbanked subscriber making a deposit into his or her own mobile wallet account; right?

A. Yes.

Q. Okay. And in the case of an unbanked 02:32:58

subscriber, the user is depositing cash with an agent; is that fair?

A. Oh. Let me have a look.

Q. Sure.

A. Not specifically. The user is depositing 02:33:20 funds. Cash would certainly be one way to do that, but there might be other ways to do that.

Q. Okay. And so, what are the other ways that an unbanked subscriber can deposit funds into his or her own mobile wallet account in the context 02:33:37 of the '845 patent?

A. Hold on. Let's have a look.

(Witness reviews.)

If you look at Figure 15 and the accompanying text in '845 patent at Column 23, 02:35:20 Line 56 through 24, Line -- the numbering's not quite straight. We'll say, line 13-ish. What this is showing is a -- a subscriber using a PIN card, which, for example, is a prepaid debit card to make a deposit into a mobile wallet. So the subscriber 02:35:51 is not using cash at that point.

And although Figure 15 shows the balance of a debit card account increasing, the specification describes it more generally as the subscriber's mobile wallet balance. And I would 02:36:11

understand that to include the eMoney balance as well.
Q. Let me unpack that a little bit, Mr. Johnson.
The specification state -- states that "$DC refers to a debit card (prepaid balance)"; right? [As read]
A. Correct.
Q. And we previously talked about the use of DC suggesting that -- or I'm sorry. 02:36:42
We previously talked about the use of DC indicating that a user has a debit card; right?
A. Yes.
Q. All right.
And so, Figure 15 depicts a user with a debit card; right? 02:36:54
A. In the depiction of Figure 15, yes.
Q. Mm-hmm. And so, the -- the actual Figure 15 depicts a user with a debit card; right?
A. Yes. That's what I said. 02:37:17
Q. Okay. And your opinion is that Figure 15 is not limited to a user with a debit card; fair?
A. Correct.
Q. And so, why is it not limited to a user with a debit card despite using DC in the 02:37:45

me, is re- -- is redeemed for the value of the card.
Q. And so, your opinion, Mr. Johnson, is that a PIN card is not a prepaid debit card?
A. Apparently not in this context. Apparently this is a particular type of rec- -- 02:40:16 recharge card that has a specific value.
Q. If I -- if I could direct your attention to Column 24, Line 4. The specification reads, "In some cases, an agent may provide the PIN card (i.e., the prepaid debit card) to the subscriber." [As written] 02:40:36
Do you see that?
A. I -- I do see that. You know, and --
Q. Do you know what i.e. stands for?
A. I do, but I -- 02:40:45
Q. What does it stand for, Mr. Johnson?
A. Well, let me explain here.
Q. No, I'm asking -- before you explain, Mr. Johnson, what does i.e., stand for?
A. Okay. I'm happy to answer your second question in a minute. 02:40:53
So this PIN card, you know --
Q. Mr. Johnson, why are you smiling? Is something funny --
A. Why are you interrupting me? 02:41:06

description?
A. In the depiction it uses DC. In the description, it says Column 24 at about Line 10, that the card processor -- that -- well, the card processor "decreases the subscriber's PIN card 02:38:09 balance and increments the mobile wallet balance and sends reports to the mFS platform bank for settlement." [As read]
So in Step 1505, that's an increment to the mobile wallet balance, which could be -- it's 02:38:27 not specific to debit card in the text -- could be a debit card or could be eMoney account. And --
Q. What is a PIN card?
A. Well, I think what '845 is referring to here is essentially a non-reloadable prepaid card, 02:38:55 you know, of the type where you -- you purchased the card and there's a PIN associated with it to use it, but you don't set up a specific account associated with the card.
Actually, let me correct that because 02:39:24 there is a little bit clearer definition of it here.
Column 23, Line 59.
Where -- what the -- what the -- subscribers purchases [verbatim] a card with a PIN on it, and the PIN is used then to -- PIN, excuse 02:39:58

Q. Is something funny to you?
MR. THEISS: Counsel --
BY MR. KANG:
Q. I'm asking, why are you smiling? Is there something funny about my question? 02:41:15
So, Mr. Johnson, what does i.e., mean?
A. All right. I'll be happy to answer that question when I finish providing my explanation to the previous topic, which is, the specification's got a couple of descriptions here which are not 02:41:36 particularly consistent even internally within the specification.
You know, on one side in Column 23, it says this is a PIN card that can be used to -- the subscriber purchases a PIN worth the deposit value, 02:41:53 the PIN can be redeemed via an IVR system. In Column 24, it says a PIN card could be a -- a -- is, which is i.e., the prepaid debit card.
I would look at all of this in context rather than trying to look at a single sentence and 02:42:10 try to make sense of it.
And if I look at the use of the PIN card throughout Columns 23 and 24, the most consistent definition is the one that's at 23, from Lines 59 through 63. 02:42:30

Q. Mr. Johnson, why is that the most consistent definition? Consistent with what?
A. Consistent with the rest of the specification here in Columns 23 and 24.
Q. Mr. Johnson, does fifth -- para -- sorry. 02:42:45
Mr. Johnson, does para- -- Figure 15 relate to unbanked subscribers?
A. I believe it could, based on the description here in Columns 23 and 24.
Q. Okay. And this description for Figure 15 02:43:01 comes after Column 22, Line 65 that says, "Attention will now be turned to embodiments in which subscribers have bank accounts associated with their mobile wallets"; right?
A. Yes. 02:43:19
Q. And so, one reading of the specification is that the embodiments that follow that line relate to embodiments in which subscribers have bank accounts associated with their mobile wallets; right? 02:43:31
A. Indeed. However, at Line 35, Column 23, we start another embodiment. And, you know, '845 patent has a lot of different options in it, and this is one of those options.
Q. Well, you'd agree that Figure 17A comes 02:43:55

after the description for Figure 15, and that relates to bank subscribers; right?
A. Hold on.
Yes.
Q. Okay. And we had talked about Figure 14, 02:44:23 that -- previously, and you agreed that that relates to bank subscribers; right?
A. Yes.
Q. And Figure 16 talks about withdrawing cash at an -- from -- at an agent branch from a prepaid 02:44:53 debit card. So that relates to bank subscribers; right?
A. Yes.
Q. And so, your testimony sitting here today is that, the bottom of Column 22 says, "Attention 02:45:03 now will be turned to embodiments in which subscribers have bank accounts associated with their mobile wallets." And Figure 14 deals with banked subscribers. 15 deals with unbanked subscribers. 16 deals with banked subscribers. And 17A deals 02:45:19 with banked subscribers. Right?
A. That was a lot. Can you run that one by me one more time?
MR. KANG: Do you mind reading back my question, Ms. Kim. 02:45:33

THE COURT REPORTER: Question: "And so, your testimony sitting here today is that, the bottom of Column 22 says, "Attention now will be turned to embodiments in which subscribers have bank accounts associated 02:45:09 with their mobile wallets." And Figure 14 deals with banked subscribers. 15 deals with unbanked subscribers. 16 deals with banked subscribers. And 17A deals with banked subscribers. Right?" 02:45:24
THE WITNESS: No.
BY MR. KANG:
Q. What was inaccurate about that question?
A. Actually, almost all of it's inaccurate because Figure 15 does depict a transaction with a 02:46:24 banked describer -- banked subscriber, but the text describing it is written in a way that could include unbanked subscribers.
That may be the case for some of these other figures as well. We've talked to them in the 02:46:46 context -- talked about them in the context of implementation for bank subscribers. But the '845 patent does support unbanked subscribers as well.
And I'd have to go back and look at the 02:46:58

figures. Some of those may be appropriate for unbanked subscribers. Some of them may not.
Q. So your testimony now is that Figures 14, 16, and 17A might also pertain to unbanked subscribers? 02:47:34
A. Let's have a look.
(Witness reviews.)
Q. Actually, Mr. Johnson, why don't we strike that question, and I'll let you -- your counsel ask you that on redirect, if necessary. 02:48:03
You'd agree that Claim 1 covers a cash deposit transaction from an unbanked subscriber; right?
A. Yes, that's one of the possible ways to interpret Claim 1. 02:48:18
Q. Okay. And Claim 1 requires the limit check determining whether sufficient funds are available to make the deposit amount; right?
A. Yes.
Q. Okay. And so, in the context of a cash 02:48:36 deposit, what does that limitation mean?
A. In the context of a cash deposit, and as we have in the declaration and shown in the -- the '064 patent provisional application, if I can reference that, the limit and velocity checks are 02:49:29

performed by the platform, here in Step 5. And as described in Claim 1, the limit check is a check on the unbanked subscriber's mobile wallet, which is consistent with the depiction in Figure 6 -- 06 -- or sorry, in the figure from the provisional patent application. 02:49:55

And the limit check is performing a -- is making a determination as to whether sufficient funds are available to make the deposit amount. That could have a couple of different interpretations. But it's a check on some aspect of the mobile wallet account to determine whether the -- the deposit can be made. And I don't know if the '845 patent is more specific than that. 02:50:10

Q. All right. 02:50:31

So the requirement is that the limit check determining whether sufficient funds are available to make the deposit amount; right?

A. Yes.

Q. All right. 02:50:48

And so, when I'm bringing in cash to an agent and the platform performs this claimed limit check, what is it doing?

A. It's checking against the mobile wallet account to see if there is a limit in place to 02:51:02

determine whether or not there are sufficient funds available to make the deposit am- -- amount.

Q. What does that mean?

A. Well, as I said, I don't know if there's anything more specific in the specification about that. 02:51:14

Q. So you just read to me the claim limitation; right? I'm asking what it means to perform a limit check to determine whether sufficient funds are available to make the deposit amount in the context of a cash deposit? 02:51:29

A. Again, it's a check on the subscriber's mobile wallet account.

Q. Can you give me an example?

A. Well, yeah, I don't know that this is particularly in the '845 patent. But, you know, just off the top of my head, something that might satisfy this claim would be looking at the mobile wallet account to determine whether the account balance is already over or whether the account balance would be over a specified limit if the deposit were accepted. And making a determination to accept or decline the deposit based on that. 02:51:43 02:52:02

Q. And how does that meet the limitation determining whether sufficient funds are available 02:52:18

to make the deposit amount?

A. Yeah, that would be sufficient funds available within the subscriber's deposit limit to be able to make the deposit.

Q. Sufficient funds available within a deposit limit. 02:52:32

And so, you're saying that -- and this is not in the patent, to be clear; right?

A. Yeah, I don't know that it is.

Q. Okay. Can you -- maybe before we go down this rabbit hole, can you give me an example of a limit check that determines whether sufficient funds are available to make the deposit amount in a cash deposit in the '845 patent? 02:52:45

A. Well, if we broaden that a little bit, I can give you a specific real world example, because we were talking about Google Wallet accounts before. Google Wallet has a deposit limit of $10,000. You're not allowed to have an account in the U.S. of more than that. Now, I don't know that Google Wallet accepts cash deposits, but Google Wallet certainly accepts deposits of funds as required by Claim 1. There is a limit, there is a limit check, and that would be used to determine whether or not the deposit could be made. 02:53:04 02:53:23 02:53:38

Q. And so, when you said "let's broaden that out a little bit," you broadened it to outside of the '845 patent; fair?

A. No. I was merely replacing with your word "cash" with the word "funds." 02:53:51

Q. Is there a description of a deposit limit in the '845 patent?

A. I don't recall whether there is one.

Q. And so, sitting here today, can you point me to a specific example in the '845 patent that describes a limit check determining whether sufficient funds are available to make the deposit amount for a cash deposit? 02:54:08

A. There are some limit checks in the '845 patent, particularly Column 29, we'll just take the whole paragraph, from Line 8 through 22, that include limits on transactions being performed. And I would presume that would include deposits. 02:54:30

Q. And is there anything within that range that you cited that describes de- -- a limit check determining whether there are sufficient funds available to make the deposit amount in the context of a cash deposit? 02:54:57

A. Not that phrase. But it does say the transaction limits are fully configurable for each 02:55:17

particular use case, which would include that use case.
Q. Okay. And so, leaving the bounds of the '845 patent, other than a deposit limit amount, can you think of anything else that would satisfy this limitation in the context of a cash deposit? 02:55:33
A. Okay. I have to ask you to rephrase -- or sorry, repeat the question.
Q. So not being limited to what's actually disclosed in the '845 patent -- 02:55:51
A. Mm-hmm.
Q. -- can you give me another example or any other example of perf- -- a limit check determining whether there are sufficient funds available to make the deposit amount in the context of a cash deposit other than a deposit limit? 02:56:03
A. It sounds like your question's a little circular. You're asking me if there are other examples of a deposit limit other than a deposit limit. 02:56:24
Q. No. That's not what I'm asking, Mr. Johnson. I'm asking you, there's a limitation in the claim that says, the limit check determining whether sufficient funds are available to make the deposit amount. 02:56:32

Are you with me?
A. Okay.
Q. And I asked you, give me an example of that in the context of a cash deposit, and you gave me an example of a deposit limit. 02:56:41
Are you -- are you with me?
A. Okay.
Q. Can you think of anything else?
A. I think anything else that would be of that type is also a limit on a deposit. That's -- 02:56:54
that's the context in which we're talking. So a limit check would be performing a limit on deposits.
Q. Okay. And the limit check perf- -- holding a limit on deposits to you, it satisfies the claim language determining whether there are 02:57:12
sufficient funds to make a deposit; right?
A. Well, to the extent that that limit check is -- is looking at the funds that are available, under whatever criteria are appropriate, yes.
Q. And so, when you say "sufficient funds," 02:57:29
you're referring to the deposit limit; right, whether there's sufficient remaining deposit limit; right?
A. Yeah, that's --
Q. Not the actual money that's deposited into 02:57:40

the account; fair?
A. That's one way to look at it.
Q. Okay. Thank you.
THE COURT REPORTER: Counsel, whenever you get to a good breaking point, please. 02:57:51
MR. KANG: Yeah, we can take a break.
THE VIDEOGRAPHER: Going off?
MR. KANG: Yeah.
THE VIDEOGRAPHER: This marks the end of Media Number 3. Off the record. The time is 2:57. 02:57:59
(Short recess taken.)
THE VIDEOGRAPHER: This marks the beginning of Media Number 4 in the deposition of Kai Johnson.
We're back on the record. The time is 03:18:02
3:17.
BY MR. KANG:
Q. Mr. Johnson, if you could turn to Paragraph 125 of your declaration, Exhibit 1.
A. Okay. 03:18:19
Q. And your opinion is that Claim 5, specifically the limitations "'a specified payment method' and 'the selected payment method'" requires the unbanked subscriber to select one of multiple payment methods; right? 03:18:33

A. Correct.
Q. And so you'd agree that Claim 5 doesn't recite that an unbanked subscriber selects a payment method?
A. No. Hold on. 03:18:44
(Witness reviews.)
No, the unbanked subscriber is specifying the payment method.
Q. Well, the language says a subscriber communication indicates "that an unbanked subscriber 03:19:25
desires to transfer a specified amount of funds to a specified recipient using a specified payment method" [as read]; right?
A. That's what the language says, yes.
Q. Right. 03:19:39
And so the language -- something other than the subscriber could be specifying the payment method; right?
A. That really wouldn't make much sense in the context of Claim 5. The subscriber has a 03:19:49
specific desire, and that desire is to transfer a spe- -- a specified amount of funds. That's implying that the subscriber has specified the amount of funds.
And the parallel language is the 03:20:06

subscriber desires to transfer the funds to a specified recipient. That's, again, the subscriber has specified the recipient. And, again, the parallel language is that the subscriber desires to transfer a -- funds using a specified payment method that's, again, specified by the unbanked subscriber.

You know, if something else were specifying that, it would be really odd in the context of Claim 5. How does this unbanked subscriber have a desire to do something that someone else has specified? 03:20:21 03:20:40

Q. Okay. And so your -- your opinion is that this claim requires that the unbanked subscriber select the amount of funds, the recipient, and the payment method; right? 03:20:57

A. Yeah. And to -- to sort of clarify what you said there, because there's a difference in the terms specified or specify and select or selected, the claim uses both terms, and I -- I think I'd read them interchangeably here. 03:21:18

Q. Okay. And so the -- your interpretation of the claim is that the unbanked subscriber has to select three things: the recipient, the amount of funds, and the payment method; right?

A. Correct. 03:21:39

Q. All right.

And is it your opinion that they have to make the selection or that just the claim requires the capability to make the selection?

A. They have to make the selection. 03:21:48

Q. Okay. And so if I have two payment methods in my mobile wallet and one is selected by default and I didn't make the selection, does that satisfy this claim limitation under your interpretation? 03:22:05

A. I guess it's kind of a fine point. But in that case, the subscriber has approved that default selection and -- by not changing it. And so that is the selected payment method or the specified payment method of Claim 5. 03:22:27

Q. Okay. And so the subscriber has to have the ability to select between two payment methods; is that your testimony?

A. That's one aspect of these claims.

Q. Right. 03:22:46

And so if I have the ability to select between two -- two payment methods, but I don't do any selection, one selected by default, your opinion is that satisfies these claims; fair?

A. As the subscriber has already -- has 03:23:00

approved that preselected choice.

Q. Right.

And if there's a -- only one preselected choice -- I only have one account -- and I don't do anything, that's selected by default, have I satisfied your interpretation of this claim limitation? 03:23:11

A. The subscriber only has one account or the system only has one account?

Q. Let's start with the subscriber only having one account. 03:23:22

A. So -- it's a system claim. So the fact that one subscriber -- an in- -- an individual subscriber has only one account is not particularly relevant here. 03:23:43

What's relevant is that in the system unbanked subscribers who have more than one account are able to make that selection and that they are, in fact, able to have more than one account.

Q. Well, so you say it's a system claim, but it's -- it's -- it has a limitation that says, "wherein the monetary transaction system is implemented to transfer money between mobile wallets, including performing the following steps:" [As read] 03:23:57 03:24:11

Do you see that?

A. Yes.

Q. And so is it your opinion that the system does not actually need to perform these steps to satisfy the claim limitation? 03:24:22

MR. THEISS: Objection. Lack of personal knowledge.

THE WITNESS: So the -- the way I'm reading Claim 5 is that the system has to be able to receive a communication from the subscriber, that the subscriber desires to transfer the specified amount of funds spe- -- to the specified recipient, using the specified payment method, which implies that the subscriber is able to choose among more than one payment method. 03:24:41 03:25:01

And if a particular subscriber has only one, that's -- that's a specific case that's part of the -- the subscriber configuration and not a specific aspect of the system as a whole.

BY MR. KANG: 03:25:15

Q. Okay. And so all -- all the system requires is the capability to receive a subscriber communication where the subscriber has the option to select between multiple payment methods.

Is that your testimony sitting today -- 03:25:27

sitting here today?
A. Well, I mean, there's more to the claim than that.
Q. With respect to that limitation.
A. With respect to that limitation, that's one of the steps and I -- I mean, it's there. I could read it for you again.
But it -- it says that the monetary transaction system is receiving a communication that an unbanked sub- -- subscriber desires to transfer -- make a transfer using a specified payment method.
Q. Okay. Now, your opinion is that the available payment options that the unbanked subscriber could select from cannot render that subscriber banked; right?
A. Correct. Yeah. If a subscriber is banked, then that's -- that's not an aspect of the claim.
Q. Okay. And so an unbanked subscriber has to have multiple payment options -- oh, let me start over.
The system must enable an unbanked subscriber to select from multiple nonbank payment options; fair?

A. Right. Yeah.
Q. Okay. And so what kind of payment options does the patent describe that would satisfy this criteria?
A. Oh. Yeah. There are a few of them.
So there might be some other examples elsewhere in here, but there are some examples in Columns 27 and 28.
So in Column 27 at Line 28, starting at Line 28 is an example of a mobile wallet platform stored value account that has been added to the mobile wallet that could be a source of funds for a transaction under Claim 5.
And it continues that this "stored value account may include eMoney or other monetary credits." So it's not necessarily a bank account.
Let's see.
Okay. I think there is another example somewhere here. It might take me a little bit to find it.
Oh. Yes. Of course.
At Column 27, Line 51, starting at Line 51, the monetary transaction system allows the addition of a third-party stored value account added to the mobile wallet.

There's nothing particular in here that identifies that as a bank account. So that may not be a bank account, in which case it would be available to a [verbatim] unbanked subscriber. And, in fact, the specification describes it that way.
So those are a couple of examples.
Q. Okay. So there's the -- the first example you gave is a stored value account; right? That was at 31; right?
A. Yeah, that's a mobile wallet platform stored value account.
Q. Right.
And so that's kind of like the default payment method in this system; right? The eMoney mobile wallet; right?
A. No, that's a separate mobile wallet account.
Q. So you can have -- so when it says "mobile wallet platform stored value account," does that mean the platform is the mFS platform or a third-party platform?
A. Hold on. Let me have a closer look at that --
Q. Sure.
A. -- to make sure I'm reading that

correctly.
Because the second option is the third-party stored value, this one may be first-party stored value. That --
THE COURT REPORTER: Can you slow down a little bit, please.
THE WITNESS: Sorry.
The second option is third-party stored value. The first one, this may be first-party stored value, in which case this may be referring to -- I might have misspoken earlier. This may be referring to the eMoney account specifically that's part of the -- the monetary transaction system.
BY MR. KANG:
Q. Okay. And so at Line 30, am I correct to say that the stored value account would be what we call the first-party stored value account or mobile wallet?
A. Just -- yeah, as a point of discussion, yeah.
Q. Okay. And that's the one's that's kind of default eMoney account; right?
A. That is the eMoney account that's available for unbanked subscribers.
Q. Okay. And then the other example you

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pointed to at Line 51 is a "third party stored value account"; right?
A. Correct.
Q. Right.
And would that be like a third-party mobile wallet? 03:31:03
A. Yeah, something like that.
Q. Okay. And is there anything else, any other kinds of payment methods that a [verbatim] unbanked subscriber could select from that is disclosed in the specification? 03:31:20
A. I seem to recall that there might be. It might take me a while to find the examples of them, if that's what you're asking for.
Q. Okay. Please do. 03:31:43
A. Oh. Let me see what I can find for you.
So another example, in Column 8, Line, we'll say, 12 -- sorry, 13, is gift card, which, as we've discussed before, is something that could be available to an unbanked subscriber. 03:33:28
Q. If it's not reloadable; right?
A. Correct.
Q. Okay. Is there anything else?
A. Oh. There may be. Would you like me to keep looking? 03:33:39

Q. Yeah, just a few more minutes is fine.
A. Sure.
(Witness reviews.)
Okay. I think those are all the examples I'm seeing for you today in the '845 patent. 03:36:34
Q. Okay. And so to wrap up, there are the first-party stored value account, the gift card, and the third-party stored value account or a third-party mobile wallet; fair?
A. Yes, those are the examples we've discussed. 03:36:49
Q. Okay. Now, to withdraw funds from an ATM, you typically need an ATM or debit card; right?
A. Typically, yes.
Q. Okay. And what other ways are there to withdraw funds from an ATM without a card? 03:37:17
A. Well, some people have implemented cardless ATM withdrawals, which sometimes involve interactions with mobile phones or sometimes involve a -- a predelivered one-time use code to the customer. 03:37:39
I don't believe those things are discussed in either of the patents that we've looked at, but they are things that were -- that had been implemented at the time of the patents. 03:37:51

Q. Okay. And other than having a card and then cardless ATM, are there any other ways of withdrawing funds from an ATM?
A. Oh. Yeah, not that I can think of off the top of my head. There might be something, but... 03:38:13
Q. Okay. And so with respect to your opinions on the Tumminaro reference, you write that Tumminaro provides direct ATM access for its carded users; right?
A. Yeah, I believe I said something like that in the declaration. 03:38:32
Q. Okay. And so is it your opinion that if Tumminaro provides direct ATM access for its carded users, by virtue of that fact it's a financial institution, then Tumminaro cannot support unbanked subscribers? Is that the argument you're putting forward? 03:38:55
A. That's one aspect of -- well, hold on a second. That's not quite right because there's three parts to that. 03:39:17
Can you ask me the question one more time?
Q. Right. And so I'm trying to understand your opinion.
Is it that by virtue of providing direct ATM access to carded users, is it your opinion that 03:39:39

Tumminaro, therefore, is a financial institution and can never have unbanked subscribers?
A. So there's two parts to that. The first is by providing direct ATM access to carded users, which Tumminaro permits both for accounts in the pooled account and individual card accounts, those subscribers are no longer unbanked subscribers. 03:40:10
There's a different case for the no-card users. That's a slightly different consideration.
Q. Okay. And I think that's what I'm focused on. 03:40:33
If you had the system of Tumminaro and it only has no-card users, but it was capable of supporting carded users, are those no-card users banked? 03:40:48
A. Well, yes, they are because the no-card users have access to a bank account, which is the pooled account at the partner bank.
Q. Okay.
A. So, yeah. 03:41:07
Q. Okay. And so the fact that Tumminaro could, you know, in your opinion provide direct ATM access to carded users is not the reason why the -- you say the no-card users are banked; fair?
A. There are -- yes, there are reasons why 03:41:25

the no-card users are banked that are separate from that.
Q. Okay. And so as the name suggested, a no-card user does not have an ATM card in Tumminaro; fair? 03:42:01
A. Yeah, that's --
Q. Okay.
A. -- the interpretation.
Q. Okay. And so the only -- and your opinion is that -- so is it your opinion that a no-card user 03:42:09 in the Tumminaro system could nonetheless make an ATM withdrawal?
A. Only to the extent that Tumminaro chose to implement one of those cardless -- sorry, are we okay? 03:42:35
THE VIDEOGRAPHER: Yeah.
THE COURT REPORTER: Sorry about that.
THE WITNESS: Okay. No problem.
Yeah, only to the extent that Tumminaro implemented one of those cardless ATM withdrawal 03:42:44 methods which are not mentioned in Tumminaro.
BY MR. KANG:
Q. Okay. And so there's no disclosure of AT- -- a cardless ATM in Tumminaro; is that fair?
A. Yeah, I don't recall seeing that. 03:42:58

Q. Okay. Now, you understand that Petitioner in this proceeding has argued it would be obvious in Tumminaro to implement a user selecting from multiple payment methods, one of which would be a gift card? 03:44:02
A. Yes.
Q. Okay. And you don't offer any opinions why it would not be obvious beyond saying that "gift card" does not appear in Tumminaro; is that fair?
A. Well, act- -- actually, Tumminaro spends a 03:44:16 whole lot of time teaching away from that concept.
Q. Can you tell me where in your declaration you talk about teaching away in the context of the obviousness combination for Claim 5 of the '845 patent? 03:44:39
A. Yeah.
(Witness reviews.)
So I don't think I used that phrase, "teaching away," in relation to Claim 5. But it's my understanding that a claim is not obvious over a 03:45:07 combination of prior art references if the references do teach away from that -- from the subject of the claim and -- hold on. Let me find the right section.
46. Sorry. Oh. Oh. 03:45:26

(Witness reviews.)
MR. THEISS: Counsel, in the interest of time here, can I help him find it in -- in his declaration? It's -- it's just a quotation. I can do find and replace in my laptop. 03:47:43
MR. KANG: No.
MR. THEISS: Okay. I just wanted to be conscious of people's time.
BY MR. KANG:
Q. Mr. Johnson, can you tell me where in your 03:47:50 declaration you addressed the obviousness combination that Petitioner put forward as Ground 2?
A. Oh.
(Witness reviews.)
No, I don't think I'm providing an 03:48:46 opinion, if -- if I recall. I can't recall whether there's a -- an opinion in here regarding obviousness. I don't think so.
But regarding -- sorry, it was Ground 2?
Q. Yes. 03:49:03
A. Yeah. My opinion here is that Tumminaro does not teach and specifically teaches away from selecting a payment method by showing that there is only exactly one payment method available for transactions -- transfers in Tumminaro. 03:49:25

Q. When you say "here," where are you looking?
A. The declaration.
Q. Thank you.
A. And -- 03:49:37
Q. What paragraph of your declaration?
A. Yeah. So you can look at, in relation to Grounds 1 and 2, starting on page 56. That's Section XII.
And the fact that there are no -- there's 03:49:48 only one payment method available to -- on bank subscribers in Tumminaro, on page 46, that's Section XI.
And specifically that there is -- the only payment method available for transfers within 03:50:18 Tumminaro is always the subscriber's account at the partner bank, which is either the pooled account or the individual card account.
Q. Okay. So your testimony today is that starting on page 56, Paragraphs 122 through -- so 03:50:40 where is that section, your opinion on teaching away and --
A. I -- yeah, as I've said, I didn't use the phrase specifically in the declaration, but what Section XI makes clear is that there is only one 03:51:21

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payment method available in Tumminaro.
And Tumminaro spends a hundred and fifty pages teaching us that every time a payment is made within its system, the funds come directly from either the pooled account or the individual card account.
Q. Okay. And so Section XI, sorry.
A. XI.
Q. Yeah.
So that's your section that you say supports your opinion of teaching away without using the word [verbatim] "teaching away"; fair?
A. Yes.
Q. Okay. And what Section XI talks about is Tumminaro always disclosing one payment method; right? That's your opinion?
A. Correct.
Q. Okay. And does Tumminaro criticize the use of multiple payment methods?
A. Tumminaro does because Tumminaro says in several places that there are benefits to the closed-loop environment, which implies that all of the transactions are being performed within the partner banks. And so that is a criticism of the use of alternative payment methods for transactions.

Q. Alternative payment methods, but you're -- you're classifying that as multiple payment methods; correct?
A. Yeah, anything other than the one payment method that Tumminaro permits.
Q. Okay. And so your -- your testimony is because it talks about benefits of a closed-loop system, it criticizes the use of multiple payment options; fair?
A. Yeah. In fact, there are several places in Tumminaro where it talks about the disadvantages of existing payment systems, such as credit and debit accounts, as criticisms.
Q. And that, to you, is a criticism of being able to select between two payment methods?
A. In the context of Tumminaro where it's clearly taught that there is exactly one method -- payment method available, yes.
Q. Okay. Tumminaro discloses using multiple payment methods when paying a merchant, though; right? You'd agree that it talks about that?
A. There is one reference, but that's one of those references in Tumminaro you have to consider in context.
Do you want to talk about Paragraph 242?

Q. I do not.
Mr. Johnson -- and so there is one reference to talking -- I'm sorry, let me start.
Tu- -- Tumminaro includes a reference to using multiple payment methods when paying a merchant; fair?
A. In -- hold on. Let's do it this way.
Q. Actually, we can -- I can withdraw that question. Let's move on.
Now, in Paragraph 96 of your declaration, you write, "Anyone, including Tumminaro's 'no-card' users, who can walk into a bank branch and withdraw money from a bank account has access to a bank account."
Do you see that?
A. Yes.
Q. And so your opinion is that Tumminaro's no-card users can walk into a bank account and withdraw funds from the pooled account; fair?
A. What Tumminaro says is "'The user may withdraw funds'" -- I'll just paraphrase a little bit -- "'from a facility associated with a financial institution that manages the pooled funds.'" [As read]
That's if we say a no-card user going to a

facility associated with a financial institution and withdrawing funds from the pooled account.
Q. Right.
And you're paraphrasing Paragraph 25- -- -54 of Tumminaro; right?
A. Correct. Yeah.
Q. All right.
And so could you turn to Paragraph 254 --
A. Sure.
Q. -- of Tumminaro?
A. Okay.
Q. Can you let me know when you've read 254 to yourself?
A. Okay.
Q. And so the third sentence of this Paragraph 254 reads, "If the user of mobile device 402 is not an accountholder, a new account may be opened as indicated by reference arrow 410."
Do you see that?
A. Yes.
Q. All right.
And so when you're not an accountholder, you're not -- you're unregistered to use the Tumminaro parlance; right?
A. I suppose that might be correct. I'd

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double-check it, but that sounds reasonable in this context.
Q. Okay. And so the next sentence reads, "Alternatively, the user may withdraw funds from a designated ATM or other facility associated with financial institution that manages the pooled funds."
Do you see that?
A. Yes.
Q. And so what this is talking about is an unregistered or viral user receiving a payment and he can either start a new account and sign up for the Tumminaro system, or he can go to a bank and get the money that's sent to him; right?
A. Okay. That's one interpretation of this paragraph, yes.
Q. And what's -- what's your interpretation of this paragraph, Mr. Johnson?
A. Let me just double-check it for a sec. I was going have a look at Figure 4 to just confirm what this is referring to.
Hmm. (Witness reviews.)
Okay. So the interpretation is that an unregistered user could go to another facility and -- or withdraw funds from a designated ATM,

that's an interesting interpretation.
Since this unregistered user may withdraw funds from a designated ATM, that's -- an unregistered user can't have a card, so that's a -- an ATM withdrawal that's cardless, which I hadn't noticed before. That's interesting that Tumminaro does support cardless ATM withdrawals.
So -- but if I read further, this user may go to another facility associated with a financial institution that manages the pooled funds. So there's the pooled Account 405 in Figure 4.
And I guess it's still true that anyone who has access to that pooled account has access to the bank account. The pooled account is a bank account. That makes our unregistered user no longer unbanked, at least temporarily, to being able to withdraw those funds.
Q. Mr. Johnson, is it your opinion that the unregistered user described in Paragraph 254 is a no-card user of Tumminaro's system?
A. Looking at it now, it seems maybe not. It is not a no-card user.
Q. Okay. And so your statement paraphra- -phrasing Paragraph 254 that no-card users can go to a bank branch and take out money from the pooled

account is incorrect; right?
A. That might not be supported by this statement in 254.
Q. Okay.
A. Hmm. Cardless ATM withdrawals, though, that's new.
Q. Not for registered users, though; correct?
A. Oh, not in that paragraph.
Q. Mr. Johnson, are you aware of any other paragraph that talks about cardless ATM withdrawals with respect to no-card users?
A. I don't recall any other paragraph mentioning that in Tumminaro.
Q. Any with respect to carded users?
A. Sorry, say it again.
Q. Are you aware of any paragraphs in Tumminaro that describe cardless ATM withdrawal with respect to Tumminaro's carded users?
A. No --
Q. Okay.
A. -- not specifically.
Q. Now, you talk a bit about the ability for no-card users to establish direct deposits in Tumminaro at Paragraph 97 of Exhibit 1?
A. Yes.

Q. And you cite Paragraph 512 of Tumminaro to support this proposition; right?
A. Yes.
Q. And all this talks about is registered users in Paragraph 512; right?
A. Let me have a look.
Yeah, that's correct.
Q. All right.
And to you, registered means both no card and carded; right?
A. Yes.
Q. And so you don't inter- -- so you interpret this statement that because registered users may unload funds by direct deposit, that necessarily means no-card users can set up direct deposit?
A. Yeah, you got it a little garbled, but if I say it this way. Registered users may load and unload funds using ACH, I'd say they may load funds and unload funds using ACH or may load funds via direct deposit. And the registered users includes both carded and no-card users. So that implies directly that no-card users can perform those operations.
Q. Okay. And so I understand you say that it

implies that no-card users can perform direct deposit.

Does it necessarily follow up from this statement that because registered users can set up direct deposit, then no-card users must be able to set up direct deposit? 04:04:17

A. That seems clear to me because Tumminaro is reasonably consistent in its use of its description of its classes of users.

And if Tumminaro meant to say that only carded users could perform these operations, Tumminaro would have used that term instead of using the -- the broader term "registered users." 04:04:31

Q. And so you cite to Paragraph 21 of Tumminaro to say -- for your proposition that registered users refers collectively to no-card and carded users; right? Paragraph 81 of your declaration. 04:04:47

A. Sounds right, but I'll double-check it.

Thank you. Yes, 21. 04:05:05

Q. Okay.

A. Sorry, is there a question?

Q. Yeah.

You rely on Paragraph 21 to support that proposition; right? 04:05:42

A. Oh, sorry. I thought I had answered yes.

Q. Okay. And if you go to Paragraph 21 of Tumminaro, that doesn't mention no-card users or carded users; fair?

A. Correct, it does not. 04:05:52

Q. All right.

This paragraph distinguishes between members who have gone through registration and nonmembers who have not gone through registration; right? 04:06:01

A. Correct.

Q. And there's -- you don't rely on any other part of Tumminaro to support your proposition that registered users necessarily refers to both carded and no-card users; fair? 04:06:08

A. Oh. I don't know if I made another citation, but if you say so.

Q. Okay. Well, there's not one in Paragraph 81, at least; right?

A. Okay. Sure. 04:06:20

Q. All right.

Now, in Paragraph 97 of your declaration you opine that "The prerequisite information to establish direct deposit is the account holder's name, the routing number of the bank that holds the 04:06:31

account, the account number of the bank and the type of the account" [as read]; right?

A. Yes.

Q. All right.

And what's your -- your basis for this opinion? You don't provide any citation here; fair? 04:06:41

A. No. It's true, there's no citation. And that's both common practice in the industry, as well as the technical requirements for the establishment of the ACH transfers that are used for direct deposits. 04:06:59

Q. Okay. And Tumminaro doesn't disclose this detail, that the prerequisites are these pieces of information you outline here in Paragraph 97; right?

A. Not that I recall, no. 04:07:14

Q. Okay. And so your opinion is that direct deposits can only be made into bank accounts; right?

A. Correct.

Q. Okay. Now, the '845 patent allows direct deposit into a mobile wallet account; right? 04:07:31

A. Is there something you're referring to?

Q. Sure. You can turn to '845 patent, I think that's Exhibit 2, Column 10, Line [verbatim] 56 to 60.

A. Oh, sorry, I'm looking in the wrong place. 04:08:08

10, 56 to 60?

Q. Yes.

A. Yes.

Q. Okay. And so the '845 patent also allows for unbanked subscribers to set up direct deposit; right? 04:08:27

A. It does.

Q. Okay. And the novelty of the '845 patent is not the ability to set up direct deposit for unbanked subscribers; right? 04:08:47

A. Oh, I don't have any opinions on the novelty of the '845 patent.

Q. You're not offering any opinions on the novelty of the '845 patent --

A. No -- 04:08:53

Q. -- correct?

A. -- not specifically.

Q. All right.

You know I'm going to ask. Do you generally have any opinions on the novelty of the '845 patent? 04:08:58

A. No.

Q. All right.

A. Thank you.

Q. All right. 04:09:04

And you're not -- other than the -- sorry, let me start over.

Other than with respect to Ground 2 that we looked at previously for your purported teaching away opinions, you're not offering any other opinions on the obviousness of the '845 patent or nonobviousness of the '845 patent; fair?

A. Correct.

(Mr. Jensen leaves deposition room.)

BY MR. KANG: 04:09:38

Q. Okay. And so you previously just testified that direct deposit must be deposited into a bank account; right?

A. Yes.

Q. But the '845 patent describes direct 04:09:47 deposit into a mobile wallet account; right?

A. Yes.

Q. And how do you reconcile those two statements?

A. Well, the '845 patent supports both banked 04:09:56 and unbanked subscribers. And presumably in this case, the direct deposit would apply to bank subscribers where there is a bank account available.

Q. But if you turn your attention to '845 patent, Column 21, at Line 26 -- and let me know 04:10:11

when you're there?

A. 21, Line 26, okay.

Q. -- the specification reads, "The subscriber does not need to have a bank account to participate in direct deposit." 04:10:27

Do you see that?

A. Yes.

Q. Okay. And so on one hand you said direct deposit requires a bank account. And then on the other hand, the '845 patent says an unbanked 04:10:40 subscriber can participate in direct deposit.

Mr. Johnson, how do you square those two statements?

A. Well, that's an interesting question. Let me have a look at -- I think this is in relation to 04:10:54 Figure 11.

Oh. (Witness reviews.)

Well, this is not a standard direct deposit process. This is something different because there's additional steps in here, 04:11:49 intermediary steps, where instead of depositing the -- instead of making a direct deposit into the subscriber's bank account, this deposit is going to the employer bank account at the program bank. And then there's this automated sweep step, which is not 04:12:09

numbered, which moved the fund -- moves the funds from the employer bank account to the mFS program master bank account. That's similar to the agent administrator deposits that we discussed earlier.

And in -- in order to balance that 04:12:29 transfer, there is an increase in the eMoney balance of the subscriber.

So even though the '845 patent -- patent calls this direct deposit, if you will, this is not the conventional direct deposit that -- that most 04:12:48 people will be familiar with.

Q. And does Tumminaro refer to its direct deposit as conventional direct deposit?

A. Oh, I wouldn't necessarily use the word "conventional" as descriptive. I was just 04:13:06 using that as part of the explanation here.

But what does Tumminaro say about direct deposit?

Q. Actually, we can move on. I'll withdraw the question. 04:13:18

A. Oh, thank you.

Q. Now, you opine in Paragraph 94 "Tumminaro's system ultimately relies on funds that are deposited into accounts from external sources"; right? 04:13:38

A. Yes.

Q. And you conclude this Paragraph 94 with "Any 'no-card' user that would these methods has a bank account and so is not an 'unbanked subscriber'"; fair? 04:13:46

A. Yes.

Q. And so "these methods" that you refer to are ACH and credit or debit card charges; right?

A. Correct.

Q. All right. 04:13:57

Tumminaro also discloses that a user can deposit cash into her -- his or her mobile wallet account; right?

A. Yes.

Q. Okay. And so they -- Tumminaro also 04:14:08 discloses that he could -- sorry, a user could make a deposit using a check; right?

A. Oh, perhaps. I don't recall. It sounds reasonable.

Q. Okay. And so where a user deposits using 04:14:22 cash or a check, they are not necessarily banked; fair?

A. Correct.

Q. Okay. And another way a user could get money into his or her mobile wallet account is to 04:14:39

receive it from another user; right?
A. Yes.
Q. Okay. And in that case, the receiving user's not necessarily banked; fair?
A. Well, in Tumminaro, all the subscribers are banked. 04:14:54
Q. All right.
Let me rephrase my question.
In that scenario, when a user receives funds from another subscriber, that user is not using a credit, debit, or ACH transfer; fair? 04:15:04
A. Correct.
Q. Okay. Now, in Paragraph 64, you opine that Figure 5 of Tumminaro depicts a [verbatim] NYCE interface between a bank partner and the Tumminaro system; right? 04:15:33
A. Yes.
Q. Okay. And is it your opinion that the NYCE interface between the Tumminaro system and a banking partner is present in all embodiments of Tumminaro? 04:15:46
A. Oh. I don't know. Tumminaro has a lot of embodiments.
Q. Well, if I could direct you to Paragraph 259 of Tumminaro. 04:15:58

A. Sure. Hold on.
Okay.
Q. All right.
And so Paragraph 259 of Tumminaro describes Figure 5; right? 04:16:20
A. Yes.
Q. Okay. And if you go down to Paragraph 261, Tumminaro says, "Other services may include automated teller (ATM) network load and unload such as through NYCE, PLUS, or STAR ATM system." [As read] 04:16:37
Do you see that?
A. Yes.
Q. And so the specification gives the NYCE interface as one example of how to provide ATM access; is that fair? 04:16:48
A. Yes.
Q. And would you agree that not all embodiments of Tumminaro need the NYCE interface?
A. Let me just check one of these others. I think that's correct, but let me just double-check here. 04:17:01
(Witness reviews.)
Okay. I think it's correct that there may be embodiments in Tumminaro that don't require the 04:17:37

NYCE interface.
Q. Okay. And would you agree that based off Paragraph 261, the -- some embodiments of Tumminaro do not even include ATM network load and unload as one of the included services? 04:17:55
A. Oh. I don't know. Not necessarily based off of Paragraph 261.
Q. Well, Mr. Johnson it says, "Other services may include automated teller machine network load and unload" [as read]; right? 04:18:18
A. Yeah.
Q. Okay. And so would you agree that "may" is permissive?
A. Sure.
Q. Okay. And so is it a fair interpretation of Paragraph 261 that not all embodiments of Tumminaro include network load and unload through ATM as a service? 04:18:23
A. Okay. That's possible.
Q. All right. 04:18:56
Now, in your declaration at Paragraph 65 -- and I think this is repeated a few times in your declaration, but let's start with Paragraph 65.
A. Okay.
Q. You -- are you there? 04:19:24

A. Oh, yes.
Q. Okay. You write pooled accounts are held internally by the Tumminaro system itself; right?
A. Oh. I was quoting the Petition.
Q. Right. 04:19:43
And -- but do you believe that's an accurate statement?
A. Well, the entire statement I think is reasonable, which is that "'Pooled accounts are bank accounts held at a partner financial institution or internally by the closed loop system itself.'" [As read] 04:20:02
Q. And so when you interpret that last clause, "or internally by the closed loop system itself," are you saying that the Tumminaro program provider holds or provides the pooled bank accounts? 04:20:14
A. Well, I think that's what the petition said. And I think that is a reasonable interpretation, because if you look at Paragraph 606 in Tumminaro, at the bottom of page 44, it says that "The system operator," which is the operator of Tumminaro, "may be a bank, a financial institution." 04:20:35
Q. Okay. And so in the situation where the Tumminaro system operator is a bank, then that's when Tumminaro holds the pooled accounts itself; 04:20:58

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fair?
A. Yes.
Q. Okay. Are there any situations in which the Tumminaro operator is not a bank, but holds the pooled accounts itself? 04:21:17
A. No.
Q. Okay. And, in fact, if you turn to Paragraph 82, you opine, "Tumminaro consistently describes its 'pooled accounts' as accounts at partner banks"; right? 04:21:42
A. Indeed.
Q. All right.
And you conclude, "Tumminaro never describes its 'pooled accounts' in any other" -- "any way other than as accounts at partner banks"; 04:21:51 right?
A. Oh, immediately following the quote of Paragraph 606.
Q. Right.
And so I'm trying to reconcile these 04:22:04 paragraphs; right?
So what is it -- what is your opinion sitting here today? Does Tumminaro actually describe pooled accounts as something different than accounts at partner banks, or was the para- -- the 04:22:18

statement in 82 correct?
A. Oh. Maybe the conclusion in 82 could be a little clearer, that Tumminaro describes its pooled accounts as accounts at partner banks. And there's this one option in Paragraph 606 where Tumminaro 04:22:42 describes the pooled account being held by the system operator.
Q. And that is when the system operator is itself a bank?
A. Correct. 04:22:56
Q. Okay. Now, in Paragraph 62 of your declaration, you draw some distinctions between the '845 patent and the Tumminaro system.
Do you see that?
A. Sorry, say it again. 04:23:34
Q. Are you at Paragraph 62 of your declaration?
A. Sorry. I -- I mistakenly turned to page 62.
Q. Oh, no problem. 04:23:48
A. Give me a second.
Q. Yeah.
A. Excuse me. Yes --
Q. Okay.
A. -- Paragraph 62. 04:24:07

Q. And you write, "Notably, the bank," underlined, "not the mFS platform, in the '845 Patent issues the debit card to the subscriber. Then the bank," underlined, "not the mFS platform, performs settlement for the ATM transaction." [As 04:24:23 read]
Do you see that?
A. Correct.
Q. And is it your opinion that in Tumminaro, the Tumminaro system itself issues the debit card? 04:24:29
A. When Tumminaro is the bank holding the pooled accounts, yes.
Q. Okay. Are there any other situations in which Tumminaro issues the prepaid debit card other than when Tumminaro's operator itself is a bank? 04:24:47
A. Now, this -- this brings us back to our Figure 5 in Tumminaro.
Tumminaro has this idea -- well, so Tumminaro starts with this NYCE connection directly to -- let me get Figure 5; here we go -- NYCE 04:25:18 connection directly to the Obopay payment network --
THE COURT REPORTER: What payment?
THE WITNESS: Obopay. Here you go.
-- which is just an interesting thing to note. NYCE is a -- a network of -- a network that 04:25:47

provides ATM and debit card transaction processing.
And in order to participate in that network -- I haven't looked specifically at the NYCE rules, but for any debit network, the common criteria are that the participants are banks, 04:26:10 specifically -- or I should say financial institutions, like a -- a credit union could participate.
So even having this interface to NYCE here implies that Obopay is -- is a bank. And then -- 04:26:28 and then there are statements -- I don't know if I'm going to find you a good reference for them, but we'll -- we'll just roll with it. Here it is, actually. Let's use Figure 1.
Where the system of record for the pooled 04:26:50 accounts, 130 in Figure 1, is at the -- is at this box, which is apparently part of Tumminaro. So what you got here is Tumminaro with a direct NYCE connection.
Tumminaro with the system of record that 04:27:20 maintains balances and transactions for the pooled accounts, which Tumminaro says the partner banks do not maintain, that those are maintained within Tumminaro 's systems.
And then you have debit cards or ATM 04:27:37

cards.
To the extent that those are issued in this environment, the only way those transactions can be processed is if the Obopay payment network is the issuer; that is, the Obopay payment network is a 04:27:54
bank, and -- and the transactions are processed using the system of record that's held at Tumminaro.
So -- so to the extent that Tumminaro is issuing debit cards or ATM cards that are used -- that rely on these pooled accounts where the system 04:28:22
of record is held at Tumminaro and where Tumminaro's using a debit or ATM network such as NYCE, Tumminaro would be the issuer of those cards and, again, a bank.
And this would be kind of a common 04:28:45
relationship in sort of modern banking where, you know, a bank might -- might hold a small financial institution, let's say, might hold funds actually at a separate bank, and then have the processing performed in a different system on their behalf. 04:29:07
And then you have, you know, this type of separation between the -- the account holding the funds and the system of record that you see in Figure 1.
So that looks a lot like the Obopay payment network in Figure 5 is a bank. 04:29:33

BY MR. KANG:
Q. You have to read it very carefully.
A. I was just making sure I didn't have a bunch of different things.
Q. All right. 04:31:36
Now, Mr. Johnson, did you review this document, Exhibit 8, in forming your opinions in this case?
A. I'm not familiar with this document. I don't recall seeing it. 04:31:45
Q. Okay. Well, do -- are you familiar with Green Dot MoneyPak?
A. Yes.
Q. And what is Green Dot MoneyPak?
A. Oh. I heard the name. I'm familiar with 04:31:58
Green Dot. I don't remember the specifics of that product.
Q. Okay. Would you agree that the date on this document is October 18, 2007?
A. That's what the document says. 04:32:12
Q. All right.
Does that comport with your understanding of Green -- or I'll strike that question. Sorry.
Do you know what Chase Paymentech is?
A. Yes. 04:32:36

BY MR. KANG:
Q. All right.
And so the answer to my question is, no, you can't think of any other circumstance in which Tumminaro issues the debit card other than when the 04:29:42
operator is a bank or financial institution?
A. Oh. Yeah, so I guess the operator is always a bank or financial institution if it's issuing the debit card.
Q. Okay. Thank you. 04:29:58
Now, you reviewed the materials that the Petitioner included in its petition; fair?
A. Oh. I did review some. Is there something specific that you would like to know if I've reviewed? 04:30:44
Q. Sure.
I'd like to mark as Exhibit 8 a -- a document entitled "Green Dot and Chase Paymentech Offer Merchants an Alternative Cash Payment Solution." It was previously marked as Exhibit 1015 04:31:02
in this proceeding.
(Johnson Deposition Exhibit 8 was marked electronically.)
THE WITNESS: Oh. I seem to have three copies. Is there a reason for that? 04:31:27

Q. And what is Chase Paymentech?
A. Chase Paymentech is a card payments processor.
Q. Okay. And the second paragraph of this document on page 2 reads, "This agreement provides 04:32:44
merchants who process on Chase Paymentech's proprietary multi-channel payment platform the ability to accept cash transactions through their existing online and phone interfaces by accepting Green Dot's MoneyPak as a form of payment." 04:33:06
Do you see that?
A. I see that.
Q. And is MoneyPak a type of gift card?
A. I -- I don't recall the specifics of the MoneyPak product. 04:33:17
Q. Okay. It's a -- you see in -- on page 3, the first paragraph, second sentence reads, "It is the leading product for reloading cash onto prepaid cards, and is used to make payments and add cash to accounts." 04:33:35
A. Okay.
Q. And so is Green Dot a -- a way to reload cash onto prepaid cards?
A. Well, that's what the document says.
Q. Okay. You don't have any opinions or 04:33:51

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independent knowledge about MoneyPak sitting here today?
A. As I've said, I don't really recall the specifics of that product.
Q. Okay. And what is the -- so the next sentence starts, "Available at more than 40,000 retail outlets nationwide," then continues, "MoneyPak is a payment solution that empowers consumers who don't use conventional banking or credit card products to make purchases." 04:34:02 04:34:22
Do you see that?
A. I do.
Q. And what does that mean to you, cus- -- "consumers who don't use conventional banking or credit card products to make purchases"? 04:34:28
A. I -- I don't have an opinion about it other than what it says on its face, that this is for consumers who are not using conventional banking or credit card products.
Well, what is a conventional banking or credit card product I think is a little unclear. 04:34:49
Q. Do you think this statement is referring to unbanked consumers?
A. It's not clear that that's the case.
Q. Okay. Would you agree that gift cards 04:35:03

were known in 2007?
A. Yeah, I suppose so.
Q. Okay. Would you agree that reloadable gift cards were known before 2007?
A. Yes. 04:35:19
Q. Okay.
A. To my recollection, they should have been.
Q. And would you agree that gift cards that allow ATM withdrawals were known before 2007?
A. Oh, I -- I don't know when gift cards that 04:35:33 allowed ATM withdrawals were available.
Q. Okay. And if we could go back to this Exhibit 8, page 2, paragraph two.
A. Page 2, paragraph two, okay.
Q. The last sentence reads, "By accepting 04:35:52 MoneyPak, Chase Paymentech merchants can make their products and services available to the 80 million customers who are unbanked or prefer to transact in cash."
Do you see that? 04:36:05
A. I do.
Q. And does that change your opinion about the statement on consumers who don't use conventional bank or credit card products to make purchases is referring to unbanked consumers? 04:36:15

A. No, it doesn't change my opinion.
Q. Okay. And so you think it's ambiguous whether this statement "consumers who don't use conventional banking or credit card products" refer to unbanked consumers; fair? 04:36:28
A. Yeah, it's not -- that's not particularly clear, no.
Q. Okay. This paragraph two refers to making their products and services available to consumers who are unbanked, though; right? 04:36:42
A. Yes, that's what it refers to.
Q. Okay. And so what this is talking about is providing MoneyPak to unbanked consumers so that they can make purchases at merchants who accept Chase Paymentech's -- or use Chase Paymentech's 04:37:03 plat- -- platform; fair?
A. Yeah, that's -- that seems to be the gist of this paragraph.
Q. Okay. Thanks.
Would you agree that traditional financial 04:37:11 services prior to the '845 patent required participants to have conventional bank accounts?
A. Oh. You know, the -- you've got two terms in there that are really ambiguous, both "traditional financial services" and "conventional 04:37:42

banking products." You know, people might use those terms colloquially, but there's no real precise defi- -- definition for those terms that I could give to you.
Q. I'm just asking whether you agree with 04:37:54 that statement.
A. Yeah, so it just -- it sounds ambiguous to me. I'm not sure that it's clear.
Q. Okay. And so you -- sitting here today, you don't have an opinion on whether you agree or 04:38:03 disagree with that statement?
A. Correct.
Q. Okay. And the same thing, would you agree that the '845 patent provides an alternative banking method to traditional bank accounts and a technical 04:38:15 solution to meet the financial needs of individuals without ready access to a bank account?
A. Oh. That sounds like a quote from the '845 patent. But whether that specifically is true for the patent, I don't know. 04:38:39
Q. Okay. And so the same -- the same answer, you don't have an opinion on whether you agree with that statement?
A. No, not specifically.
Q. Okay. I'm not going to ask, but... 04:38:46

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A. Sorry.
Q. It's all right.
A. Yeah.
Q. All right.
MR. KANG: Can we take a little break? 04:38:56
THE VIDEOGRAPHER: This marks the end of Media Number 4.
Off the record. The time is 4:38.
(Short recess taken.)
THE VIDEOGRAPHER: This marks the 04:53:38
beginning of Media Number 5 in the deposition of Kai Johnson.
We're back on the record. The time is 4:53.
BY MR. KANG: 04:53:58
Q. Mr. Johnson, I have another question about the Tumminaro reference. If you could direct your attention to Paragraph 143 of Tumminaro.
A. Okay.
Q. Now, you'd agree that Tumminaro discloses 04:54:09
that the system may use stored value accounts; right?
A. Oh. Did we discuss that before?
Q. We did not.
A. We did not. 04:54:27

You can set that aside.
Now, on page 24 of your declaration, in Footnote 6 you write that you are not providing "an opinion about whether Petitioner's construction of 'unbanked subscriber' is correct, but merely provide 04:55:49
analysis of the Petitioner's chosen construction" [as read]; right?
A. Correct.
Q. And the "analysis of Petitioner's chosen construction" relates to you using the U.S. Code to 04:56:00
define financial institution; fair?
A. Well, that's an -- that's a -- that's an interpretation that's been applied to the construction, yes.
Q. Been applied by you; right? 04:56:15
A. Yes.
Q. Okay. And the net result of that analysis is that you have narrowed the construction of the term "unbanked subscriber" to exclude the Tumminaro prior art; right? 04:56:30
A. Oh. I don't know that I've narrowed the construction. That's just merely applying construction as it was -- as it's been proposed.
Q. Okay. So let me -- I'll re-ask it.
The -- the net result of your analysis is 04:56:44

I don't recall whether we've used that term in relation to Tumminaro before or not.
Q. Okay. So let's look at Paragraph 143.
A. Sure.
Q. The second sentence reads, "An embodiment 04:54:39
of the present invention encompasses a payment platform that provides a fast, easy way to make payments by individuals or merchants using their mobile device to access an account such as a debit account." [As read] 04:54:56
Did I read that correctly?
A. Oh, yes.
Q. In the second -- three sentences later, the paragraph reads, "The account may also be a stored value account without a card associated with 04:55:05
it."
Do you see that?
A. Yes.
Q. And so this portion of the specification states that the account that Tumminaro provides 04:55:12
could be a stored value account without a card associated with it; right?
A. Yeah. That sounds like the no-card accounts.
Q. Okay. Thank you. 04:55:24

that Tumminaro -- you conclude that Tumminaro doesn't disclose unbanked subscribers; right?
A. As they've been -- as they've been defined in Petitioner's construction of unbanked subscriber, yes. 04:57:00
Q. And you are not offering an opinion on what the correct construction of unbanked subscriber is; right?
A. Correct.
Q. And you're not offering an opinion on what 04:57:06
the meaning of unbanked subscriber is; right?
A. Correct.
Q. Okay. But you previously opined that the term "unbanked subscriber" should be given its plain and ordinary meaning; right? 04:57:23
A. In the -- in the District Court case? Is that what you're referring to?
Q. Correct.
A. Yes.
Q. Okay. And -- and you actually provided a 04:57:30
declaration in the District Court case.
Do you recall that?
A. Yes.
Q. Okay.
MR. THEISS: Objection. Form. 04:57:46

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MR. KANG: I'd like to mark as Exhibit Number 9 the declaration of Kai Johnson and exhibits dated November 9th, 2022.
(Johnson Deposition Exhibit 9 was marked electronically.) 04:59:06
THE WITNESS: I'll return that extra copy.
MR. THEISS: No, I actually need one.
THE WITNESS: Oh, that's yours. There you go.
BY MR. KANG: 04:59:12
Q. Mr. Johnson, do you recognize this declaration?
MR. THEISS: Objection to form.
MR. KANG: All right. Sorry.
BY MR. KANG: 04:59:17
Q. Do you recognize this Exhibit 9?
A. Yes.
Q. All right.
And what is Exhibit 9?
A. This is the declaration I provided in the District Court case. 04:59:20
Q. Okay. And is that your signature on the page -- at -- let me start over.
Is that your signature on page 31 of this Exhibit 9? 04:59:36

A. Yes.
Q. All right.
Now, I'd like to direct your attention to Paragraph 47 of this Exhibit 9. And if you could read Paragraph 47 to yourself and let me know when you're finished. 04:59:59
A. Okay.
(Witness reviews.)
Okay.
Q. Okay. Now, the last sentence of this Paragraph 47 reads, "Thus, Dr. Chatterjee's proposed construction is at odds with the '845 patent specification that indicates that an unbaked subscriber may have a bank account." [As written] 05:00:38
Did I read that correctly? 05:01:00
A. Sadly, yes.
Q. And "unbaked" there refers to "unbanked"; correct?
A. I'm sure it does.
Q. Okay. All right. 05:01:08
Now --
A. Wow.
Q. Do you agree with this statement in your previous declaration?
A. Yeah, I suppose so given that it's a 05:01:18

year-plus old and I don't recall the specifics, but I -- if I recall, there is a -- there's a point here that an unbanked subscriber in the context of the '845 patent could be one that has -- that has not disclosed whether they have a bank account; that is, from the point of view of the mobile financial system, it doesn't know that the subscriber has a bank account. 05:01:46
Q. Okay.
A. They'll -- 05:02:00
Q. And so will you agree that this statement, "an unbanked subscriber may have a bank account" [as read], contradicts the board's construction of unbanked subscriber?
A. I don't have a -- an opinion on that. 05:02:15
Q. So sitting here today, can you reconcile that you say in Paragraph 47 "an unbanked subscriber may have a bank account" [as read], and the board says an unbanked subscriber is one who does not have a bank account; right? 05:02:34
A. Right.
Q. Can you reconcile those two statements?
A. Well, just as I was saying, from the perspective of the mobile financial service, this could be a subscriber that has a bank account, but 05:02:45

that has not disclosed it, which is what this sentence was referring to. That doesn't seem to me to be particularly at odds with the board's construction.
Q. Okay. So if I'm -- I'm a subscriber and I have a bank account and then I sign up for the mFS platform as an unbanked user, your opinion is I satisfied the definition of unbanked that the board articulated; correct? 05:03:00
A. I don't know that I've got a particular opinion on that. 05:03:20
Q. Well, your opinion is from the perspective of the mFS system --
A. Yeah.
Q. -- I am unbanked because I have not disclosed or linked or added a bank account; correct? 05:03:36
A. Yeah, that's what -- that's what this sentence was saying in this -- this older declaration. 05:03:50
Q. Okay. And so the moment I use my bank account with the mFS system, the mFS system knows that I am banked, right, and the -- from the perspective of the mFS system, I am no longer unbanked; fair? 05:04:05

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A. Indeed.
Q. Okay.
MR. KANG: Now, I'd like to mark as Exhibit Number 10 the -- the videotaped deposition transcript of Kai Johnson, Thursday, November 17th, 2022. 05:04:18
(Johnson Deposition Exhibit 10 was marked electronically.)
THE WITNESS: Thank you.
MR. THEISS: And, yes, I actually need one. 05:04:46
THE WITNESS: Hold on.
MR. THEISS: Lots of dead trees.
THE WITNESS: Yeah, speaking of losing pages. Okay. 05:04:53
BY MR. KANG:
Q. Now, Mr. Johnson, do you recognize Exhibit 10?
A. I think I've seen this document, but I have not reviewed it. 05:05:00
Q. Okay. You did not review it after I deposed you in November of 2022?
A. No.
Q. Okay. And so you didn't sign the errata sheet for this deposition transcript? 05:05:10

A. Oh. I don't recall whether I did or did not.
Q. Okay.
A. I don't -- that doesn't --
Q. All right. 05:05:18
A. Yeah.
Q. And so you tes- -- if you could turn to page 287 of this deposition transcript.
A. Okay.
Q. Now, starting at Line 9, I ask you the question, "Okay. And so your opinion of unbanked subscriber is that a user that uses a bank account to deposit a specified amount of funds into its mobile wallet satisfies the limitation of unbanked subscriber in claim 1 of the '845 patent, correct?" 05:05:49 05:06:09
[As read]
Mr. Down- -- Downing objected.
And you answered, "Yeah, as I said, you want to look at not only all the claims, but the entire specification." 05:06:21
Do you see that?
A. Yes.
Q. And so what you were saying last -- two Novembers ago is that a user could have a bank account and then use it to deposit funds into his or 05:06:31

her mobile wallet account and still be unbanked as required by Claim 1 of the '845 patent; right?
A. Oh. I don't recall all the arguments that are made here.
Q. Well, is that your testimony, sir? 05:06:52
A. Well, what you've -- what you've read back is what it says in the document.
Q. And do you agree with this testimony?
A. Oh, I'd have to go back and -- and review it in detail. 05:07:08
Q. You haven't reviewed it?
When's the last time you saw this document?
A. Oh. I don't know. I might have seen a page of it in the last week, but I didn't look at the whole thing in -- 05:07:17
Q. Did you see a page of it yesterday in your review session?
MR. THEISS: Objection to form.
THE WITNESS: Possibly. I'm not sure. 05:07:25
BY MR. KANG:
Q. Which page did you see?
A. I have no idea.
Q. Was -- what was the page talking about?
A. I -- 05:07:33

MR. THEISS: Objection to form.
THE WITNESS: I don't recall at all.
BY MR. KANG:
Q. Okay.
Let's turn to your testimony on page 283. 05:07:39
A. Okay.
Yep.
Q. Now, at Line 1 to 9 I ask you the question, "So, Mr. Johnson, an unbanked subscriber, in your opinion, can have a bank account, fair?" 05:08:02
And you answered, "I think it's clear from the -- the way the term is used in the claims and specifications in the patents that there are particular use cases that refer to even unbanked subscribers performing operations with bank accounts." 05:08:19
Do you see that?
A. Yes.
Q. Do you agree with that testimony, Mr. Johnson? 05:08:26
A. Oh, I'd have to go back and review the rest of the arguments.
Q. Sitting here today, as of right now, you can't tell me whether you agree with this testimony; fair? 05:08:36

A. No.
Q. And you can't tell me whether this is inconsistent with the board's construction; fair?
A. No, I haven't considered that.
Q. So sitting here today, reading this testimony, you don't know, one way or another, whether this is inconsistent with the board's construction; am I correct? 05:08:43
A. Yeah, I'd have to spend some more time looking at it. 05:08:56
Q. How much time do you need?
A. A lot of time, apparently.
Q. Now, Mr. Johnson, I'd like to turn your attention to page 279.
A. Okay. 05:09:22
Q. Now, at Line 11 I asked you, "What does the term 'unbanked' add to the term 'subscriber'?"
Mr. Downing objects.
And you answer, "So I think you read this term in the context of the claim and the specifications where it's clear that even an unbanked subscriber may have a bank account and may use" it -- "may use a bank account with the services." [As read] 05:09:37
Is that your testimony? 05:09:51

bank accounts, such as credit or debit or prepaid access or other types of accounts being used by subscribers, including by unbanked subscribers, so it's clear throughout the patents that they -- that even an unbanked subscriber may have a bank account and may indeed use it with the services." 05:11:32
Do you see that?
A. I do.
Q. Do you recall giving that testimony?
A. No, not specifically. 05:11:41
Q. Do you have any reason to believe that this testimony was transcribed incorrectly?
A. No.
Q. Okay.
Do you agree with this statement? 05:11:50
A. I'd have to go back and take a look at the document, this transcript, and the associated documents to confirm that.
Q. And so I wanted to direct you to one more question and answer on page 278. 05:12:06
A. Okay.
Q. At Line 9 through 12 I asked you,
"Question: So at the end of paragraph 47, you opine that an unbanked subscriber may have a bank account, fair?" 05:12:25

A. That's what the document says.
Q. Do you recall giving that testimony?
A. Not specifically, no.
Q. Do you have any reason to believe that this document transcribed your testimony incorrectly? 05:10:03
A. No.
Q. Do you agree with that testimony?
A. I would have to go back and have a look at the rest of the document and the -- the associated materials. 05:10:15
Q. So sitting here today, you can't tell me anything about your testimony that you gave me two Novembers ago?
A. Yeah. Two years ago, not much, no. 05:10:28
Q. And so -- I'm not going to read the entire question and answer, but you can read it starting at 278, Line 13.
I want to direct you to your answer on page 279, starting at Line 5 -- actually, let's start with 278, pa- -- line 25 from -- to 279, Line 9. 05:10:52
A. Okay.
Q. You testified, quote, "There are quite a few places in the patents that refer to the use of 05:11:14

And you answer, "Yes."
Do you see that testimony?
A. Yes.
Q. Do you agree with that testimony?
A. I'd have to go back and have a look at the rest of the transcript and compare it to the other documents. 05:12:34
Q. Okay. So what I would like you to do, Mr. Johnson, is we have 45 minutes left.
Do you think you have enough time to answer questions about pages 277 to 288 of your deposition transcript? 05:12:48
A. No, not in 45 minutes.
Q. You can't answer questions about 11 pages of transcript of your own testimony -- your own sworn testimony on these same patents in 45 minutes? 05:13:24
A. Well, first off, I haven't looked at it in detail in two years.
And, second, this is on some points that are pretty particular about the patent. I'll be, you know, thumbing back and forth between this document and the patent trying to figure those things out. 05:13:39
And, you know, even though you've identified a limited number of pages, I would want 05:13:53

to take a look at the rest of the context to make sure I'm not missing something. And it's a big document. So, no.

Q. Mr. Johnson, are you willing to try in the 45 minutes we have remaining? 05:14:09

A. You know, if you'd like me to do that, I'm happy to sit here reading documents.

Q. Mr. Johnson, you understand that if you put in another declaration on your testimony in the District Court, we will depose you again? 05:14:28

A. I --

MR. THEISS: Objection to form.

THE WITNESS: Yeah, I don't know what the rules are; but, okay.

BY MR. KANG: 05:14:39

Q. So what I'm trying to do is I'm trying to give you an opportunity, Mr. Johnson, to save us all trouble of all the travel nightmares and the time.

If you have a way to reconcile your testimony from Exhibit 10 and the board's 05:14:50 construction, I'm giving you that opportunity to do that now rather than later in another deposition or in a declaration.

MR. THEISS: Objection to form.

THE WITNESS: Is there a question there? 05:15:20

BY MR. KANG:

Q. Do you want to try to understand these 11 pages of testimony that you provided in another District Court to answer some questions in the remaining 45 minutes we have? 05:15:34

A. Yeah, I really don't think I'm going to be able to do that for you in the time we have today.

Q. Are you willing to try?

A. I think it would be kind of pointless because I'll be spending 45 minutes and I won't have 05:15:47 any answers for you.

Q. You can tell already without reading the testimony that you won't have any answers?

A. Yeah, it's going to take me quite a while to figure that stuff out. 05:15:59

Q. Mr. Johnson, are you refusing to answer questions about your sworn testimony in the District Court on the term "unbanked subscriber"?

MR. THEISS: Objection to form.

THE WITNESS: Yeah, of course not. 05:16:08

BY MR. KANG:

Q. And so -- but you know already, without reading it, that you won't be able to answer questions about it; fair?

MR. THEISS: Objection to form. 05:16:16

THE WITNESS: I -- I'm happy to answer the questions. I don't think we're going to be able to do it in the time that we have today.

BY MR. KANG:

Q. Okay. Let's take it. Read. 05:16:23

A. Oh.

Q. Mr. Johnson, if you could start at 2- -- the part where we actually start talking about unbanked subscriber at page 277, I think that might increase the probability you can answer some 05:16:49 questions about it.

A. Well, no. As I've said, I'm interested in seeing the rest of the context of that discussion, so I'm starting from the beginning.

Q. Mr. Johnson, there is a word index, I 05:17:01 believe, at the back of the deposition transcript --

A. Okay.

Q. -- that will show you every instance of "unbanked subscriber."

A. Well -- okay. Let's -- 05:17:16

Q. Or "unbanked."

All right.

And you can see that page 54 of the word index, the first instance is at page 276 and the last one's at page 288. 05:17:26

Will you restrict your reading to those pages in an attempt to answer my questions about your sworn testimony?

MR. THEISS: Objection to form.

THE WITNESS: No. Even so -- you know, 05:17:38 even if I turn to 276, I still need to see the context that that's been used in.

BY MR. KANG:

Q. And so your testimony sitting here today is that you can't answer any questions about 05:17:52 unbanked subscriber from page 277 to 288 without reading the entire deposition transcript; is that your testimony?

MR. THEISS: Objection to form.

THE WITNESS: That's what would make sense 05:18:04 is making sure that I can understand the context in which this discussion happened.

BY MR. KANG:

Q. You recall that you gave a declaration on claim construction; right? We looked at it earlier. 05:18:15

A. Yes.

Q. Okay. What other context do you need to dis- -- to answer questions about page 276 to 288 of your deposition transcript?

MR. THEISS: Objection to form. 05:18:28

THE WITNESS: Sorry, I -- I think I've said that I wanted to look at the rest of the context in the transcript.
BY MR. KANG:
Q. Okay. And so you will not answer any questions without reviewing the entire transcript; is that fair?
MR. THEISS: Objection. Form.
THE WITNESS: I think that's -- given that we've got a big piece of paper here, I think that's the only thing that I could do with it.
MR. KANG: All right. We're going to hold this deposition open as the witness is refusing to answer questions about his own testimony in the District Court case on a term that is material to his argument in his current expert declaration.
MR. THEISS: We can schedule a conference with the board. I think they're gone for the day.
MR. KANG: All right.
With that, I pass the witness, holding open the deposition.
MR. THEISS: All right.
Can I have about ten minutes before -- before we move to our redirect? Is that okay?
MR. KANG: I'd prefer that, you know, you

don't have a chance to confer with your witness --
MR. THEISS: I'm not going to confer with him. I just need to go to the bathroom.
MR. KANG: Okay. Sure.
THE VIDEOGRAPHER: Off the record. The time is 5:19.
(Short recess taken.)
THE VIDEOGRAPHER: We're back on the record. The time is 5:26.
MR. THEISS: Great.
EXAMINATION
BY MR. THEISS:
Q. Kai, I'm just going to ask you some qual- -- some questions to clarify some of the things you've said.
Just to start, during the break just now, we didn't talk about anything regarding the case; right?
A. Correct.
MR. KANG: Objection. Leading.
BY MR. THEISS:
Q. When you talked to Petitioner's counsel, you talked about what's been marked as Exhibit 3, which in the IPR is marked as Exhibit 1012.
Can you -- do you have that access to that

still?
A. Okay. Exhibit 3.
Q. Can you read the first sentences under the heading "FINAL CLAIM CONSTRUCTION OF THE COURT"?
A. Oh.
Q. Can you read it out loud?
A. Yeah, let me make sure I'm referencing the right point. Right here --
Q. Correct.
A. -- at the top of page 1?
Q. Yes, the -- the -- the sentence that starts with "The Court provided preliminary claim construction." [As read]
A. Sure. "The Court provided preliminary claim constructions on December 19, 2022, for U.S. Patent Numbers 8,538,845," that's, quote, "'845 patent,'" "9,892,386," that's "'386 patent,'" "11,120,12-" -- sorry, let me say that again -- "11,120,413," that's the "'413 patent,'" "9,028,488," that's the "'488 patent,'" "and 10,438,196," the "'196 patent.'" [As read]
How far do you want me to go?
Q. If you can read the next sentence as well.
A. Okay. "Fintiv Asserted claims 1 through 3, 5 through 7 of the '845 patent; claims 1 through

3 of the '386 patent; claims 1 to 2 of the '413 patent; claims 1 to 4 of the '488 patent, and 1 to 2, 4 to 5 and 7 of the '196 patent." [As read]
Q. The '845 patent referenced in that sentence is the patent before us in this IPR; right?
A. Yes.
Q. Are the other patents referenced there a matter in this IPR?
A. No, not that I'm aware of.
Q. Okay. On the bottom of that page, there is a table that says "Claim Construction" [as read] and the "Court's Final Construction."
Can you read what is under the term "Claim Term"?
A. Yes.
Under the term "Claim Term" it says "'mobile wallet'
"All Claims."
[As written]
Q. Do you understand that to be all claims of all patents?
MR. KANG: Objection. Leading.
THE WITNESS: Yes.
BY MR. THEISS:
Q. So moving to the '845 patent specifically,

counsel asked you questions regarding the term "mobile wallet."

Does a bank subscriber in the '845 patent have a mobile wallet?

A. Yes. 05:30:37

Q. Does an unbanked subscriber have a mobile wallet?

A. Yes.

Q. Thank you.

Going specifically to the '845 patent, 05:30:50 counsel asked you several questions regarding Figure 3 with regard to velocity checks and limit checks.

Counsel asked you if Figure 3 described if multiple limit -- I'm sorry, multiple velocity checks were performed. 05:31:14

Do you remember when he asked you that?

MR. KANG: Objection --

THE WITNESS: Yes.

MR. KANG: -- form.

BY MR. THEISS: 05:31:20

Q. Give me one sec.

Can I direct you to Column 29, Line 19 through, I believe, 22 of the '845 patent?

A. 29, Lines 19 to 22. Okay.

Q. And can you read out loud the sentence 05:31:53

that begins with "Velocity checks"?

A. Yes.

It says, "Velocity checks can also be performed."

Q. And can you just read to the end of that 05:32:04 paragraph?

A. Oh, read to the end of the paragraph?

Q. Yeah.

A. "Velocity Checks ensure that subscribers are not abusing the mobile wallet platform within 05:32:11 the allowable limits."

Q. Is velocity check or checks used there? Is it singular or plural?

A. It appears to be plural.

Q. What's an example of a velocity check? 05:32:26

A. Oh.

MR. KANG: Objection. Scope.

BY MR. THEISS:

Q. What's -- what -- what is the mean- -- I'll rephrase. 05:32:37

What is the meaning -- what do you understand the meaning of velocity checks as used in Column 29, Line 19 of the patent?

MR. KANG: Objection. Scope.

THE WITNESS: Well, so the velocity checks 05:32:47

are described in the claims as, in Claim 1, determining whether the unbanked subscriber has exceeded a specified number of transactions within a specified time period.

It might say the same thing in Claim 5. I 05:33:09 believe so.

BY MR. THEISS:

Q. So I just want to -- counsel had asked you many questions about Figure 4.

MR. KANG: Objection to form. 05:33:35

BY MR. THEISS:

Q. Figure 4. Can you turn to Figure 4?

A. Yes.

Q. Specifically counsel had asked you questions with regard to Paragraph 254, so if you 05:33:43 can hold your finger on Paragraph 254, that would be helpful?

MR. KANG: Objection to form.

THE WITNESS: Sorry. Paragraph 254 in?

BY MR. THEISS: 05:33:54

Q. In -- in -- in Tumminaro. I'm sorry.

A. Sorry, is this Figure 4 in the '845 patent?

Q. No, Figure 4 in Tumminaro. I apologize.

A. Sorry. You got me confused there. 05:34:11

Q. I apologize.

A. Okay. Figure 4 in Tumminaro and the paragraph number again?

Q. 254.

A. Okay. 05:34:28

Q. In Figure 4, can you describe how the line under 410 appears?

MR. KANG: Object to form.

THE WITNESS: The line 410 in Figure 4 is a dotted line. Are you looking for something 05:34:49 specific?

BY MR. THEISS:

Q. Nope, that's fine.

A. Okay.

Q. In Paragraph 254 -- I apologize I don't 05:34:56 have the line numbers -- do you see the sentence that begins after "409"?

A. "If the user of mobile" --

Q. Correct.

A. Yes. 05:35:10

Q. Can -- can you read that out loud?

A. Okay. "If the user of mobile device 402 is not an account holder, a new account may be opened as indicated by reference arrow 410."

Q. That's the dotted arrow? 05:35:21

A. That's the dotted arrow in Figure 4.
Q. Can you continue reading?
A. "Alternatively, the user may withdraw funds from a designated ATM or other facility associated with financial institution that manages the pooled funds."
Q. You had said there were multiple interpretations for those two sentences. You explored one with counsel.
Can you -- what were the other interpretations?
MR. KANG: Objection. Misstates testimony.
THE WITNESS: Oh, I don't recall what we specifically discussed.
BY MR. THEISS:
Q. Okay. Let me re-ask the -- ask -- ask the question differently.
So the first part of that sentence, "If the user of the mobile device isn't an accountholder, a new account may be opened" [as read] corresponds to referencing both 410.
MR. KANG: Objection. Leading.
THE WITNESS: So is there a question there? I'm sorry.

BY MR. THEISS:
Q. Yeah, yeah. I'm just saying that the first sentence corresponds to 410. And then, "Alternatively, the user may withdraw funds designated ATM or facility associated with financial" [as read] -- that mentions the institution.
Sitting here today, how do you understand those two sentences?
A. So I'm looking at Figure 4. Let me just walk through some of this in Paragraph 254.
Server Platform 403 sends a notice of payment to -- notice of the payment to Mobile Device 402. That's -- okay. So those -- that's -- 403 is the server platform. Mobile Device 402 is apparently the recipient of the pavement -- payment as using that mobile device. That's indicated by Reference Arrow 408. It corresponds to that message.
A second message is sent indicating that the payment has been made. It is sent to mobile phone 401. That's apparently the sender of the payment indicated by Reference Arrow 409.
"If the user of the mobile device 402 is not an account holder, a new account may be opened"

--
THE COURT REPORTER: Can you slow down, please.
THE WITNESS: Oh.
THE COURT REPORTER: "If the user of the mobile device"?
THE WITNESS: Yes. I'll start that over. Sorry.
"If the user of mobile device 402 is not an accountholder, a new account may be opened as indicated by reference arrow 419."
So this is following the message 408 indicating that there's a notice of payment. There's an optional step here, 410, that may occur -- may occur if the user of the mobile device 402 is not an account holder. 410 is the dashed arrow. And that references opening a new account for the user who was previously not an account holder.
"Alternatively, the user may withdraw funds from a designated ATM or other facility associated with financial institution that manages the pooled funds."
The pooled account in this figure is 405. There's no reference for that sentence specifically

to an aspect of this figure, but I would interpret it as the user of mobile device 402 withdrawing funds from a designated ATM or other facility that's OC -- associated with the financial institution that's managing the pooled account, 405.
BY MR. THEISS:
Q. How do you understand Figure 4 to work if this subscriber is an account holder?
MR. KANG: Objection. Scope.
THE WITNESS: If the subscriber is an account holder, then -- well, this figure is showing the messaging in relation to these transactions.
Let me see. Hold on.
I have to continue on to -- to paragraph 255.
Give me a second to read.
BY MR. THEISS:
Q. That's fine.
A. (Witness reviews.)
Okay. Okay.
Continuing in Paragraph 255, "Server platform 403 then documents the transaction by sending the transaction amount and the description of the transaction to an accounting and record keeping service 411 as indicated by reference arrow

412." That's apparent in the diagram.
I would understand that that means that -- I think this is going to happen probably in either case, whether the subscriber is or is not an account holder, but the transaction is recorded in this account -- this accounting and record keeping service. If the user is an accountholder, then this is where the transaction records for both the sender and the recipient are updated. 05:41:14
Q. Thank you. 05:41:31
If I can have you turn back to the '845 patent. I have just one other issue I want to talk to you about.
A. Sure.
Q. Just give me one sec. 05:41:49
Can you please read from Column 10, Line 30 through 32, starting at the sentence -- the -- with the sentence that starts -- starts with "This value can be in the form of," and read until the end of the paragraph, please. 05:42:10
A. 10 -- Column 10, line 30?
Q. Yes.
A. Through to the end of that paragraph?
Q. Yes, the paragraph that ends on line 32.
A. Oh, okay. 05:42:20

"This value can be in the form of real currency or the electronic representation referred to herein as eMoney."
Q. What is the difference between eMoney and currency? 05:42:38
MR. KANG: Objection. Scope.
THE WITNESS: Well, as I've said in the declaration, eMoney is a form of scrip. And there are some distinctions between scrip and real currency. And particularly in the context of the '845 patent. 05:42:54
Scrip may be denominated in U.S. dollars, may be exchangeable for U.S. dollars, but it is not U.S. dollar currency. And that's apparent when you're comparing, for example, what happens if the operator of the eMoney account were to go bankrupt. 05:43:20
If -- in the case of a bank, holding U.S. dollars, deposits are insured by FDIC. In the case of the eMoney operator in the '845 patent, the holders of eMoney are out of luck. I think the best they can do is to -- is to get in line with the rest of the creditors and try to recover whatever value they can. And I doubt that the -- the value of eMoney at that point would be assessed at one to one versus U.S. dollars. 05:43:49 05:44:13

eMoney is also only usable in the context of the closed ecosystem. It's only available through participating subscribers and merchants that are involved in this eMoney system. And that's distinct from -- that's distinct from real currency. 05:44:35
MR. THEISS: Thank you.
I have no further questions.
MR. KANG: No questions.
We still continue to hold open this deposition. 05:44:49
MR. THEISS: Do you need us to make our requests for transcripts on the record?
Okay.
THE VIDEOGRAPHER: We are off the record at 5:44 p.m., and this concludes today's testimony given by Kai Johnson. 05:45:00
The total number of media used was five and will retained by Veritext Legal Solutions.
(Proceedings concluded, 5:44 p.m., March 7, 2024.)

JURAT

I, KAI JOHNSON, do hereby certify under penalty of perjury that I have read the foregoing transcript of my deposition taken on Thursday, March 7, 2024; that I have made such corrections as appear noted herein in ink, initialed by me; that my testimony as contained herein, as corrected, is true and correct.

Dated this _____ day of _____, 2024, at _____.

_____
KAI JOHNSON

CERTIFICATE OF REPORTER

I, Hanna Kim, a Certified Shorthand Reporter, do hereby certify:

That prior to being examined, the witness in the foregoing proceedings was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

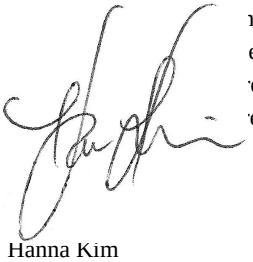
That said proceedings were taken before me at the time and place therein set forth and were taken down by me in shorthand and thereafter transcribed into typewriting under my direction and supervision;

I further certify that I am neither counsel for, nor related to, any party to said proceedings, not in anywise interested in the outcome thereof.

Further, that if the foregoing pertains to the origin[illegible] in a federal case, befo[illegible]edings, review of the tran[illegible]equested.

In v[illegible]eunto subscribe[illegible]

Dated: 3/1[illegible]



Hanna Kim

CLR, CSR No. 13083

ERRATA SHEET FOR THE TRANSCRIPT OF:

Case Name: IPR2023-00744

Dep. Date: MARCH 7, 2024

Deponent: KAI JOHNSON

CORRECTIONS:

Pg.	Ln.	Now Reads	Should Read	Reason
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Signature of Deponent

SUBSCRIBED AND SWORN BEFORE ME

THIS____DAY OF_____, 2024.

_____

(Notary Public) MY COMMISSION

EXPIRES:_____

BRANDON R. THEISS, ESQ.

btheiss@vklaw.com

March 12, 2024

RE: PAYPAL HOLDINGS, INC. vs. FINTIV, INC.

March 7, 2024-KAI JOHNSON-JOB NO.6489952

The above-referenced transcript has been completed by Veritext Legal Solutions and review of the transcript is being handled as follows:

__ Per CA State Code (CCP 2025.520 (a)-(e)) – Contact Veritext to schedule a time to review the original transcript at a Veritext office.

__ Per CA State Code (CCP 2025.520 (a)-(e)) – Locked .PDF Transcript - The witness should review the transcript and make any necessary corrections on the errata pages included below, notating the page and line number of the corrections. The witness should then sign and date the errata and penalty of perjury pages and return the completed pages to all appearing counsel within the period of time determined at the deposition or provided by the Code of Civil Procedure. Contact Veritext when the sealed original is required.

__ Waiving the CA Code of Civil Procedure per Stipulation of Counsel - Original transcript to be released for signature as determined at the deposition.

__ Signature Waived – Reading & Signature was waived at the time of the deposition.

_X_ Federal R&S Requested (FRCP 30(e)(1)(B)) – Locked .PDF Transcript - The witness should review the transcript and make any necessary corrections on the errata pages included below, notating the page and line number of the corrections. The witness should then sign and date the errata and penalty of perjury pages and return the completed pages to all appearing counsel within the period of time determined at the deposition or provided by the Federal Rules.

__ Federal R&S Not Requested - Reading & Signature was not requested before the completion of the deposition.

PAYPAL HOLDINGS, INC. vs. FINTIV, INC.
KAI JOHNSON-JOB NO.6489952

E R R A T A S H E E T

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

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VERITEXT LEGAL SOLUTIONS

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Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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