

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

Patent Owner Demonstratives

"DEMONSTRATIVE EXHIBIT - NOT EVIDENCE"

DECISION
Granting Institution of *Inter Partes* Review
35 U.S.C. § 314

Upon reviewing the specification of the '845 patent, it provides an explicit definition of the claim term “unbanked subscriber.” That is, the specification states that “[a]n ‘unbanked subscriber’ is a subscriber that does not have (or does not have access to) a bank account or credit union account.” Ex. 1001, 12:25–27. By using the verb “is” following “unbanked subscriber,” the specification sets forth an explicit definition for this claim term with reasonable clarity, deliberateness, and precision. At first glance,

Institution Decision, at 11

Petitioner **does not dispute** the Board's finding that the specification included a definition of "unbanked subscriber" was *clear and precise*.⁵

⁵ The Reply (at 10) asserts that "there is a dispute ... over the meaning of 'have access to a bank account or credit union account.'" However, **Petitioner does not identify any aspect of the quoted phrase as ambiguous.**

Sur-Reply, at 9-10

Simply put, once the Board found as it did that the Specification of the '845 Patent set forth an express definition of “unbanked subscriber” with “reasonable, clarity, deliberateness, and precision,” it should not have searched for further meaning of the term, or relied on extrinsic evidence to alter the express definition. *Vitronics*, 90 F.3d 1576, 1583 (“[i]n those cases where the public record unambiguously describes the scope of the patented invention, reliance on any extrinsic evidence is improper. ... The same holds true whether it is the patentee or the alleged infringer who seeks to alter the scope of the claims”); *Sinorgchem Co. v. ITC*, 511 F.3d 1132, 1138 (Fed. Cir. 2007) (“When the specification explains and defines a term used in the claims, without ambiguity or incompleteness, there is no need to search further for the meaning of the term.”)

POR, at 19-20.

When a patentee explicitly defines a claim term in the patent specification, the patentee's definition controls. *See, Phillips v. AWH Corp.*, 415 F.3d 1303, 1321 (Fed. Cir. 2005) (en banc) (“[T]he specification’ acts as a dictionary when it expressly defines terms used in the claims” (quoting *Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1582 (Fed. Cir. 1996)); *id.* at 1316 (“[O]ur cases recognize that the specification may reveal a special definition given to a claim term by the patentee that differs from the meaning it would otherwise possess. In such cases, the inventor’s lexicography governs.”); see also *Honeywell Int’l, Inc. v. Universal Avionics Sys. Corp.*, 493 F.3d 1358, 1361 (Fed. Cir. 2007) (“When a patentee defines a claim term, the patentee’s definition governs, even if it is contrary to the conventional meaning of the term.”); *3M Innovative Props. Co. v. Avery Dennison Corp.*, 350 F.3d 1365, 1374 (Fed. Cir. 2003) (“Because 3M expressly acted as its own lexicographer by providing a definition of embossed in the specification, the definition in the specification controls the meaning of embossed, regardless of any potential conflict with the term’s ordinary meaning as reflected in technical dictionaries.”). *Martek Biosciences Corp. v. Nutrinova*, 570 F.3d 1363, 1380 (Fed. Cir. 2009) (emphasis added).

POR, at 19.

... To the extent the Board reasoned that it needed to limit an unbanked subscriber to one lacking a “traditional” bank account in order to arrive at a construction that covered *all* of the embodiments (e.g., *both banked and non-banked subscribers*) disclosed in the Specification, such reasoning was erroneous.

POR, at 21.

Where, as here, multiple embodiments are disclosed, we have previously interpreted claims to exclude embodiments where those embodiments are inconsistent with unambiguous language in the patent’s specification or prosecution history.

POR, at 21 (citing, *Sinorgchem Co. v. ITC*, 511 F.3d 1132, 1138 (Fed. Cir. 2007))

... contrary to Petitioner's assertion, the express definition identified in the Institution Decision (*see* note 3, *supra*) does not exclude every embodiment in the '845 Patent specification, because the specification includes numerous embodiments (some of which were described in the POR at 4-10) where *an unbanked subscriber neither has, nor has access to, the agent company's bank account at the partner bank.* Petitioner's characterization of the agent company's bank account as one that "*holds*" subscriber funds in no way diminishes the fact that the subscriber *neither has, nor has access to, the agent company's bank account.*

Sur-Reply, at 7.

... the extrinsic evidence relied on in the Institution Decision makes *no* mention of *traditional bank accounts*. In attempting to distinguish “traditional” bank accounts from “non-traditional” bank accounts, the Institution Decision relied on a statement from Petitioner’s expert that “unbanked” refers to “individuals that cannot get accounts at *traditional financial institutions*” (*Id.* at 23). This statement uses the adjective “*traditional*” to describe *traditional financial institutions*. It does not even suggest that, *within a traditional financial institution* (like the bank in Tuminnaro), there are “traditional” and “non-traditional” *bank accounts*.

POR, at 18-19.

It is *undisputed* that the *intrinsic record* is devoid of *any evidence* that would support limiting an “unbanked subscriber” to one that does not have (or does not have access to) a “*traditional*” bank or credit union account. With respect to extrinsic evidence, Petitioner has offered no expert testimony to support limiting an “unbanked subscriber” to one lacking a “*traditional*” bank or credit union account.

Sur-Reply, at 11.

As a prerequisite, Petitioner would have needed to specify what the term “traditional” bank account meant to a POSITA at the time of the ’845 Patent. Patent Owner's expert -- the only expert who offered testimony on the topic -- testified that terms like “traditional financial services” and “conventional banking products” are *ambiguous* and *lack any precise definition*. Ex. 1037, 240:23-241:4; *see also id.*, 138:24-139:4.

Sur-Reply, at 14, note 5.

Without support from its expert or any intrinsic evidence, Petitioner seeks to import the adjective “traditional” into the construction of “unbanked subscriber” based on citations to several articles. Reply, 11. **None of these articles support limiting the claimed “unbanked subscriber” to someone lacking a “traditional” bank account:** Exs. 1031 and 1049 are dated in 2019 and 2017, respectively, years after the ’845 Patent; Exs. 1020 and 1022 do not refer to unbanked persons in the context of “traditional” bank accounts; Ex. 1025 refers to “formal financial *institutions*” and fails to distinguish between “traditional” and “untraditional” *accounts* at such institutions; Ex. 1043, 2 (MoneyCard) states “This Card is issued by GE Money *Bank*” which means it is a bank account; and Ex. 1047 is a white paper written by CGAP -- not US law.

Sur-Reply, at 12.

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above, Tumminaro's unbanked user is capable of accessing both a pooled account and a reloadable prepaid debit account. *See supra* Section II.B.4.a.

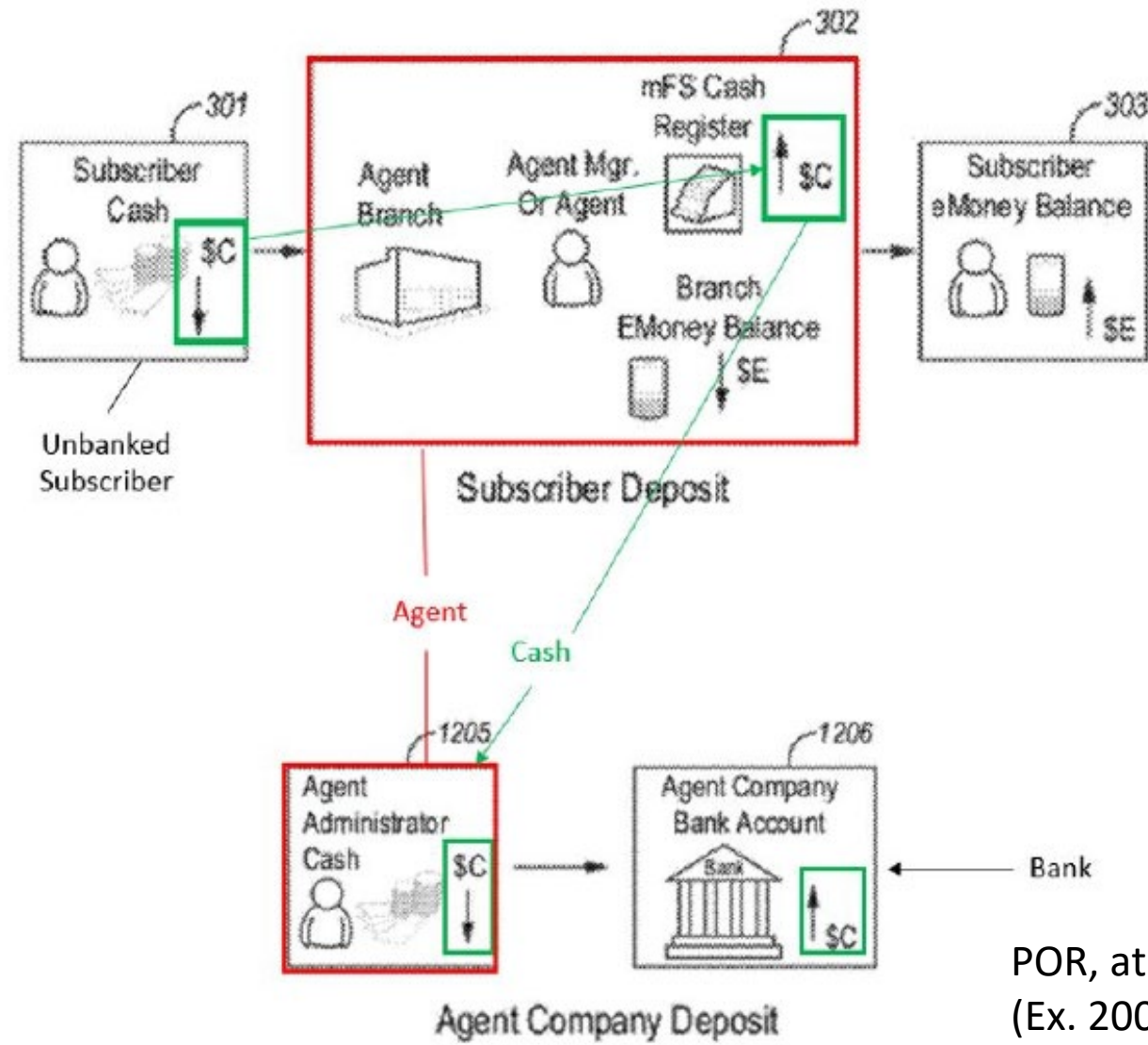
Institution Decision, at 27.

In the Institution Decision, the Board found that “Tumminaro's unbanked subscriber is *capable of accessing both a pooled account ...*.” ID, 27. This finding is *undisputed* by the Reply. Also *undisputed* is the fact that Tumminaro's pooled account is a *bank account*. *See, e.g.,* Ex. 1005, [0242] (“[i]n an embodiment of the invention, a mobile device is associated to one or more *bank accounts* (checking, savings, credit, prepaid, or a *pooled account*, and the like)”) and [0183] (“The transactional databases 308 integrate directly with a *pooled bank account* 306 maintained at a partner bank. *All funds stay within this account.*”)

Sur-Reply, at 13.

... the testimony of Patent Owner's expert that Tumminaro "allows subscribers (including Tumminaro's so-called "unbanked subscribers") to make deposits to and withdrawals from their bank accounts (including pooled bank accounts) using ATMs" stands *unrebutted* - as Petitioner's expert chose not to submit a Reply declaration in these proceedings. Ex. 2007, *e.g.*, ¶¶ 57-60 and 63-65.

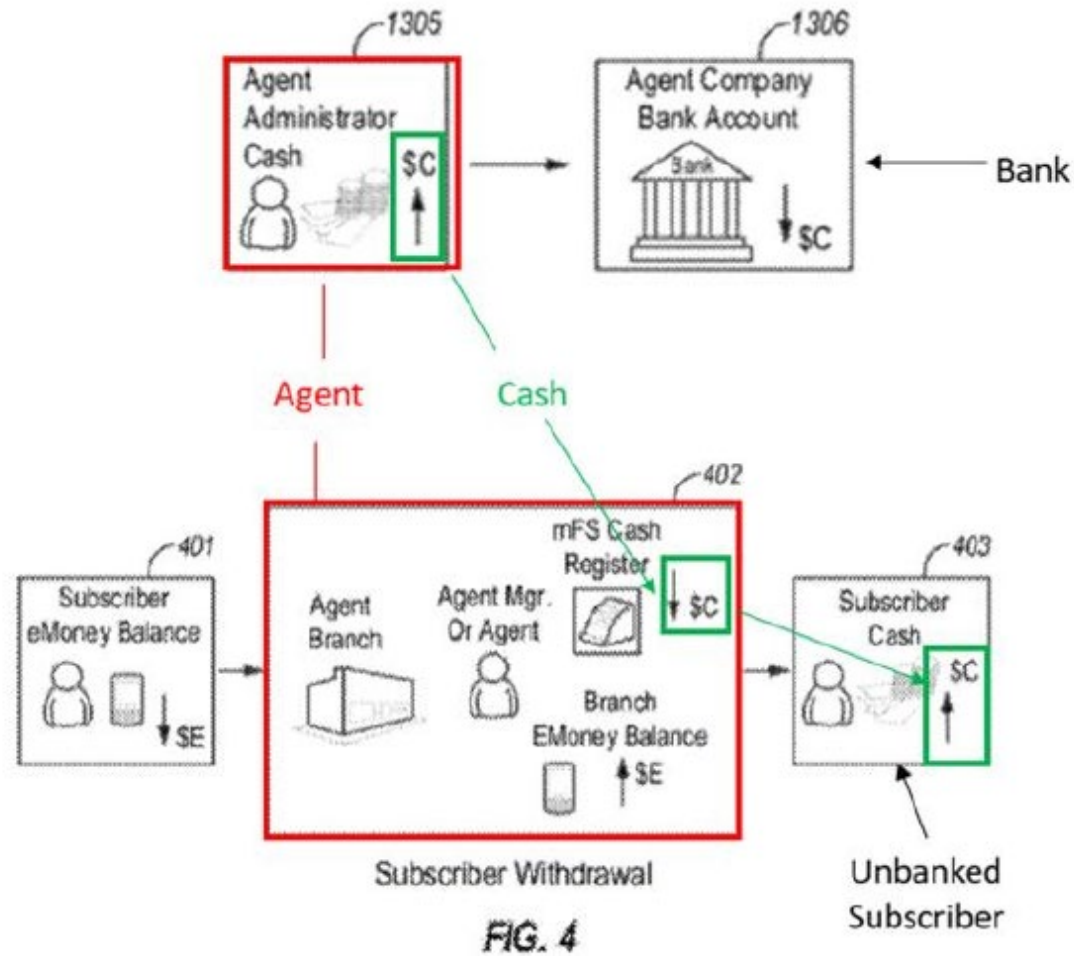
Sur-Reply, at 8.



POR, at 7 (citing expert declaration (Ex. 2007) at ¶41)

Agent Company Withdrawal

FIG. 13



POR, at 7 (citing expert declaration (Ex. 2007) at ¶47)

Under The Federal Circuit's Decision In Superguide, Claim 1 Requires A Limit Check And A Velocity Check

As explained by the Federal Circuit in *SuperGuide Corp. v. DirecTV Enters.*, 358 F.3d 870, 885-86 (Fed. Cir. 2004) where, as here, the phrase “one or more of” precedes a series of categories of criteria, **and the claim uses the term “and” to separate the categories, the claim requires at least one instance from each category in the list be present.** As explained by the Court:

DirecTV, on the other hand, argues that the phrase “at least one of” modifies each category in the criteria list, i.e., one or more values in each category are required. We agree with DirecTV. The phrase “at least one of” precedes a series of categories of criteria, and the patentee used the term “and” to separate the categories of criteria, which connotes a conjunctive list. A common treatise on grammar teaches that “an article of a preposition applying to all the members of the series must either be used only before the first term or else be repeated before each term.” Thus, “in spring, summer, or winter” means “in spring, in summer, or in winter.” Applying this grammatical principle here, the phrase “at least one of” modifies each member of the list, i.e., each category in the list. Therefore, the district court correctly interpreted this phrase as requiring that the user select at least one value for each category; that is, at least one of a desired program start time, a desired program end time, a desired program service, and a desired program type. *Id.* (emphasis added) (citations omitted).

The combination of Tumminaro and Keena renders obvious this limitation. Ex-1003, ¶¶ 201-202. Tumminaro and Keena disclose performing a limit check to determine whether sufficient funds are available to make the deposit amount. A merchant load agent will only deposit or top off the amount of cash physically received from the unbanked subscriber. Ex-1003, ¶ 202. Kenna also describes performing a limit check to determine whether the vendor has sufficient funds to perform the top-up operation. Ex-1006 at [0052]. **Both these operations satisfy the “limit check” requirement of this limitation, and the claim only requires at least one of a limit check and a velocity check.** Ex-1003, ¶ 202.

Petition, at 65

Thus, the language in claim 1 reciting “performing one or more of a limit check and a velocity check on the unbanked subscriber’s mobile wallet account,” requires performing at least one limit check **and** at least one velocity check. With respect to claim 1, **the Petition states that “the claim only requires at least one of a limit check and a velocity check.”** (Pet. at 65). **To the extent the Petition is suggesting that the requirements of claim 1 can be met by either a limit or a velocity check, it is incorrect as a matter of law.**

A Limit Check Is One Instance From A Category Of Limit Checks

The specification teaches the transaction limits are “fully configurable” for different use cases. Clearly, “a limit check” (as recited in Claim 1) represents one instance from a category of “fully configurable” checks rather than “an individual parameter having only one value” as was the case in *Apple, Inc. v. Evolved Wireless LLC*, No. IPR2016-01177, 2017 WL 6543970, at *4 (P.T.A.B. Dec. 20, 2017) (finding that “a size of information to be transmitted by the specific UE” is limited to one individual parameter “having only one value” because “[a]t the time a UE initiates a transmission, there is only ... one size of information to be transmitted that is relevant to that particular UE.”) The Reply cites out of context Patent Owner’s

Embodiments of the invention can perform Anti-Money Laundering (AML) and Combating the Financing of Terrorism (CFT) checks. ... Transaction limits can be placed on user accounts. The transaction limits are fully configurable for each particular use case, channel and payment method that allows maximum flexibility to restrict higher risk use cases. Ex. 1001, 29:8-19 (emphasis added).

Sur-Reply, at 15

Sur-Reply, at 15

A Velocity Check Is One Instance From A Category Of Velocity Checks

Relevant to our inquiry, therefore, is whether the items that follow "at least one of" in the challenged claims of the '965 patent are categories that may have multiple values (such as in *SuperGuide*) or individual parameters having only one value. Both independent claims recite "considering at least one of a size of information to be transmitted by the specific UE and a degree of a path loss." According to Petitioners, these items are individual parameters, because:

With respect to "velocity checks," the specification explicitly refers to this category of checks in the *plural*:

Velocity checks can also be performed. Velocity Checks ensure that subscribers are not abusing the mobile wallet platform within the allowable limits. Ex. 1001, 29:20-22 (emphasis added).

It could not be more clear from the specification that "a velocity check" (as recited in Claim 1) represents one instance from a category of "velocity checks" (plural) rather than "an individual parameter having only one value" as in *Evolved Wireless*.

Apple, Inc. v. Evolved Wireless LLC, No. IPR2016-01177, 2017 Pat. App. 2017 WL 6543970, *13

Sur-Reply, at 16

Petitioner Has Failed To Carry Its Burden Of Demonstrating That SuperGuide Is Inapplicable

In *SIMO Holdings, Inc. v. H.K. uCloudlink Network Tech., Ltd.*, 983 F.3d 1367 (Fed. Cir. 2021), the Court found that “as a matter of ordinary and customary meaning,” the phrase “at least one of” followed by a list of items joined together by “and” applied to each item in the list, not to the list considered as a whole.” *Id.* at 1376-1377 (emphasis added), citing *SuperGuide Corporation v. DirecTV Enterprises, Inc.*, 358 F.3d 870, 886 (Fed. Cir. 2004). The Petition did not set forth any construction for “performing one or more of a limit check and a velocity check on the unbanked subscriber’s mobile wallet account” in Claim 1, and the Reply lacks any evidence (e.g., no expert declaration or intrinsic evidence) that “a velocity check” and a “limit check” are something other than categories of criteria. Petitioner has thus failed to demonstrate that the Board should deviate from the ordinary and customary meaning of “performing one or more of a limit check and a velocity check on” which requires both a limit check and a velocity check.⁹

Sur-Reply, at 17

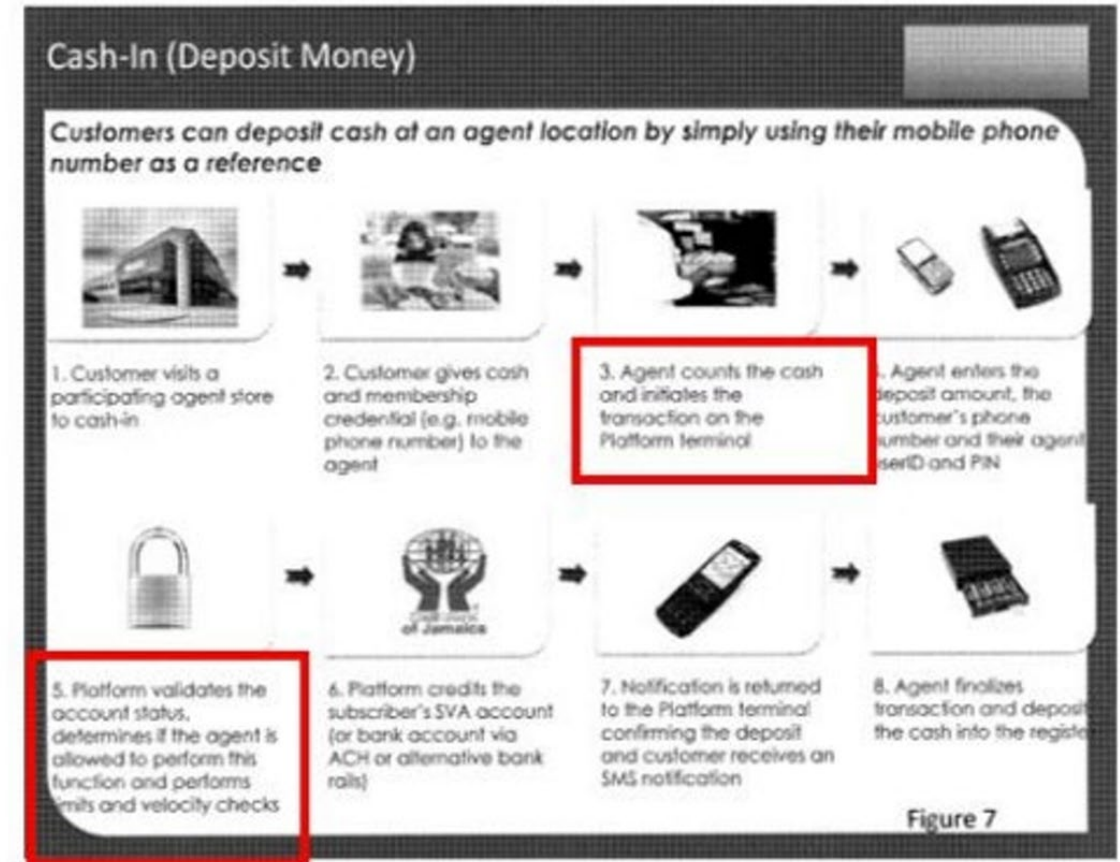
⁹ In *Power-One, Inc. v. Artesyn Techs., Inc.*, No. CIV.A. 2:05CV463, 2007 WL 896093, at *41 (E.D. Tex. Mar. 22, 2007), the claim recited “a control unit adapted to determine at least one timing parameter” and elsewhere set forth a list of possible “output data” that recited, *inter alia*, both “turn-on” data and “turn-off” data. Since the claim elsewhere required only one timing parameter, the trial court found it inconsistent to interpret the list to require multiple timing parameters (*i.e.*, “turn on” and “turn off” data). Claim 1 of the ’845 Patent contains no such inconsistency.

Sur-Reply, at 17

Counting Cash Is Not A Limit Check “On The Unbanked Subscriber’s Mobile Wallet Account”

With respect to the first argument, the counting by a merchant load agent of physically received cash is not a limit check “on the unbanked subscriber’s mobile wallet account,” as claimed. **There is no check whatsoever on the unbanked subscriber’s mobile wallet account when a merchant agent counts physically received cash.** Ex. 2007, ¶ 146. Moreover, the intrinsic record makes clear that an agent simply counting cash is not a limit check within the context of the ’845 Patent. *Id.*

POR, at 54



POR, at 50

Counting Cash Is Not A Limit Check “On The Unbanked Subscriber’s Mobile Wallet Account”

Patent Owner’s expert testified:

There is no check whatsoever on the unbanked subscriber’s mobile wallet account when a merchant agent counts physically received cash. Ex. 2007, ¶ 146.

Petitioner’s expert did not respond to this testimony. **Instead, the Reply advances an attorney argument that “[b]ecause the limit check is performed on funds deposited by an unbanked subscriber *into* his mobile wallet *account* (i.e., by the load agent counting the cash), it is necessarily performed on that user’s mobile wallet account.” Reply, 25-26 (emphasis in original).** Petitioner does not explain why this is “necessarily” the case. The Petition alleged that “[a] merchant load agent will only deposit or top off the amount of cash physically received from the unbanked subscriber.” Pet., 65. Thus, according to the Petition, the agent’s counting of the cash is simply a *prerequisite* to the agent’s initiation of a deposit transaction. **Petitioner has failed to explain why the agent needs to check any information on the mobile wallet account (e.g., information stored about the account in the MFS Platform) in order to count the cash.** Thus, Petitioner has failed to carry its burden to demonstrate

Sur-Reply, at 18

Petitioner explored the meaning of a limit check performed “*on the unbanked subscriber’s mobile wallet account*” during the deposition of Patent Owner’s expert, and asked him to provide an example of such a limit check (which he did):

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?

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.

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.” Ex. 1037, 188:10-189:5 (emphasis added).

Sur-Reply, at 19

Determining Available Vendor Funds Is Not A Limit Check “On The Unbanked Subscriber’s Mobile Wallet Account”

With respect to the second argument, Kenna’s alleged disclosure of “a limit check to determine *whether the vendor has sufficient funds* to perform the top-up operation” is also deficient. The claimed “limit check” is performed “on the unbanked *subscriber’s* mobile wallet *account*.” Determining the sufficiency of funds of the *vendor* is not a “limit check” performed “on the unbanked *subscriber’s* mobile wallet *account*,” as claimed. Ex. 2007, ¶ 147.

POR, at 54-55

The Limit Check/ Velocity Check In Claims 1 And 5 Are Different

Claim 1

performing one or more of a limit check and a velocity check **on the unbanked subscriber's mobile wallet account**, the limit check determining whether sufficient funds are available to make the deposit amount, the velocity check determining whether the unbanked subscriber has exceeded a specified number of transactions within a specified time period;

Claim 5

performing at least one of a limit check and a velocity check **on the selected payment method**, the limit check determining whether sufficient funds are available to make the deposit amount, the velocity check determining whether the unbanked subscriber has exceeded a specified number of transactions within a specified time period;

¹⁶ In Claim 5, the limit check is for “determining whether sufficient funds are available to make the deposit amount.” In the context of Claim 5, the “deposit amount” is the amount that an unbanked subscriber is transferring from his account and depositing in the account of the recipient. In addition, while Claim 1 recites that the claimed limit check is performed “on the unbanked subscriber's mobile wallet account,” Claim 5 contains no parallel language.

POR, at 56

Petitioner Never Addressed Differences Between Claim 1 & 5

⁸ Fintiv also contends that PayPal’s reliance on its arguments and evidence explaining how Tumminaro discloses the limit and velocity checks required by independent claim 5 to teach the limit and velocity checks required by independent claim 1 fails to consider that independent claim 5 is directed to transferring funds from the unbanked subscriber’s account to a specified recipient, whereas independent claim 1 is directed to depositing funds into the unbanked subscriber’s own account. Prelim. Resp. 32–33. **At this stage of the proceeding, PayPal’s reliance on its arguments and evidence explaining how Tumminaro discloses the limit and velocity checks required by independent claim 5 to teach the limit and velocity checks required by independent claim 1 appears to be problematic because PayPal does not account for how independent claims 1 and 5 differ in scope. We encourage the parties to develop this issue further during the course of trial.**

Institution Decision, at 49

C. Ground 3: Tumminaro and Keena Renders Obvious a Limit Check and a Velocity Check

Even if both limit and velocity checks are required, this limitation is satisfied.

Fintiv argues that an agent counting money cannot be a limit check “on the unbanked subscriber’s mobile wallet account,” but disregards the limitation, “wherein the limit check determines whether sufficient funds are available to *make* the deposit.” Because the limit check is performed on funds deposited by an unbanked subscriber *into* his mobile wallet *account* (*i.e.*, by the load agent counting the cash), it is necessarily performed on that user’s mobile wallet account.

Finally, Fintiv does not rebut the obviousness of implementing both a limit and velocity check. Johnson confirmed he did not opine on the obviousness of Ground 3. Ex-1037, 222:3-8. Tumminaro describes limit and velocity checks. Pet., pp.45-47. Fintiv complains that claim 1 is directed to a deposit rather than a transfer, but Tumminaro’s checks are applicable to all transactions. For example, “setting a per transaction limit” during a deposit is setting a maximum amount that is possible per deposit. Ex-1005, [0598], *see also* [0298] (“examples on limits of an account are how many transactions a day a user may perform [“velocity check”] or amount of money that may be transferred in a transaction [“limit check”].”). Johnson confirmed that others were performing precisely the type of deposit limit checks that allegedly satisfy this limitation. Ex-1037, 188:10-25.

Reply, at 25-26

The Petition Fails To Demonstrate That Tumminaro Teaches Selecting A Payment Method As Recited In Claim 5

Even more importantly, as explained in detail by Patent Owner's expert, *Tumminaro does not show that an unbanked subscriber can specify a payment method from the subscriber's mobile wallet to be used for the transfer.* Ex. 2007, ¶¶ 103-121. Tumminaro never shows a source of funds for a transfer other than the subscriber's account at a partner bank and never shows any step where an unbanked subscriber could *specify* a payment method other than the account at the partner bank. Ex. 2007, ¶ 121.

POR, at 43

Petitioners' expert further alleges that "[w]here a given user has two or more accounts associated, for example, a pooled account and a separate prepaid account such as a gift card or prepaid debit card, the user would typically pick one of the multiple accounts to use as a funding source." (Ex. 1003, ¶ 157). This assertion has no supporting citation to Tumminaro, and the term "gift card" does not appear anywhere in Tumminaro. Ex. 2007, ¶ 130. As explained above, the other two payment options identified by Petitioners' expert – the pooled account or prepaid debit account – are financial institution/bank accounts that, even if available to the subscriber, would nullify a subscriber's status as an "unbanked subscriber." Ex. 2007, ¶ 130.

POR, at 43

Fintiv does not address whether Tumminaro renders the "[specified/selected] payment method" obvious.¹⁶ Instead, Fintiv simply argues that Tumminaro does not recite a "gift card." POR, p.43. But a POSA would have known of gift cards at the time of invention. Ex-1037, 238:25-239:5. Various gift cards, including reloadable, were available before the invention. Exs-1017-1018, Ex-1043. Fintiv also provides no evidence of secondary indicia. Ex-1037, 26:6-10. Dr. Chatterjee's obviousness opinion is therefore un rebutted.

Reply, at 24

Petitioner does not dispute the absence of a "gift card" in Tumminaro (POR, 43), but seeks to fill this gap with citations to Exs. 1017-1018 and 1043 for the proposition that "[various] gift cards, including reloadable" were known. Reply at 25. Significantly, Exs. 1017-1018 and 1043 were not part of the grounds set forth in the Petition or the Institution Decision. *EmeraChem v. Volkswagen Grp.*, 859 F.3d 1341, 1352 (Fed. Cir. 2017) (finding APA violation when reference relied upon in final written decision was not a part of the grounds in petition or institution decision.)

Sur-Reply, at 23

Claim 5 Requires A User Selection

Claim Language	Petitioner's Incomplete Quotation Of Claim Language
receiving subscriber communication ... <u>the subscriber communication indicating that an unbanked subscriber desires to transfer</u> a specified amount of funds to specified recipient <u>using a specified payment method from the subscriber's mobile wallet;</u>	Claim 5 merely requires "receiving subscriber communication... indicating ...a specified payment method." Reply 13 (emphasis added).

Sur-Reply, at 21

A POSITA would have understood the limitations in claim 5, reciting "a specified payment method" and "the selected payment method," to require the unbanked subscriber to specify/select a payment method from the mobile wallet. Ex. 2007, ¶ 102. The plain meaning of these limitations dictates that there must be more than one potential payment method available for selection in the unbanked subscriber's mobile wallet. Otherwise, the limitations requiring the subscriber to specify/select a payment method would be superfluous. Ex. 2007, ¶¶ 126-127; Ex. 2004, *Collins English Dictionary*, definition of "select" ("If you select something, you choose it from a number of things of the same kind) (emphasis added); Ex. 2005, *American Heritage Dictionary*, Fifth Edition, definition of "select" ("selected, selecting, selects, *v.tr.* To take as a choice from among several") (emphasis added); Ex. 2006, Merriam-Webster Dictionary, definition of "select" ("selected, selecting, selects, *transitive verb*: to choose (as by fitness or excellence) from a number or group.")

POR, at 41

In the claim language, the "indicating" performed by the "subscriber communication" is that of the unbanked subscriber's desire to transfer a specified amount of funds ... using a specified payment method." This makes clear that the "specified payment method" is the one that the subscriber desires.

Uniloc 2017 LLC v. Netflix, No. 2021-2085, 2022 WL 17688150, at *16 (Fed. Cir. Dec. 15, 2022) is distinguishable. There, the claim language did not connect the "selected known coding technique" with the user's desire.¹⁰ Moreover, in *Uniloc*, the Court did not read "selected" out of the claim, finding that "[t]he known coding technique must have been selected at some point-- just not as part of the coding method." *Id.* By contrast, Petitioner's position is that no user selection is ever required. Ex. 1003, ¶ 177 ("To the extent that Fintiv argues limitation 5[f] requires that the user specify or select a particular payment method for the transfer, there is nothing in the claim that requires that functionality under the plain and ordinary meaning of its terms.")

Further, unlike *Uniloc*, Claim 5 performs additional operations on the "selected payment method" that are rendered superfluous by Petitioner's proposed construction. Specifically, following the recitation of the subscriber communication, Claim 5 recites "validating the status of the selected payment method." If there were not a selection made by the user, the validating step would be superfluous as the same payment method would always be used.

Sur-Reply, at 21-22

Claim 1

1. A monetary transaction system for conducting monetary transactions between unbanked subscribers and other entities, the system comprising: a mobile device configured to run a monetary transaction system application;

an unbanked monetary transaction system subscriber that has a profile with the monetary transaction system, wherein the unbanked subscriber indicates, via the monetary transaction system application, one or more specified transactions that are to be performed using the monetary transaction system;

a monetary transaction system processor that performs the one or more transactions specified by the unbanked subscriber, wherein performing the specified transactions includes communicating with a monetary transaction database to determine whether the transaction is permissible based on data indicated in the unbanked subscriber's profile;

at least one entity that is to be involved in the specified transaction, the at least one entity having a profile with the monetary transaction system; and

wherein the monetary transaction system is implemented to deposit funds at an agent branch through a mobile wallet, including performing the following steps:

receiving communication from an agent branch over one of a plurality of channels connected to the monetary transaction system, the agent communication indicating that the unbanked subscriber desires to deposit a specified amount of funds into the unbanked subscriber's mobile wallet account;

validating the status of the unbanked subscriber's mobile wallet account; determining if the agent branch is authorized to receive deposited money;

performing one or more of a limit check and a velocity check on the unbanked subscriber's mobile wallet account, the limit check determining whether sufficient funds are available to make the deposit amount, the velocity check determining whether the unbanked subscriber has exceeded a specified number of transactions within a specified time period;

crediting the unbanked subscriber's mobile wallet account with the specified amount of funds when the agent bank is authorized to receive the deposited money;

returning a notification to the agent branch confirming the deposit; and

notifying the subscriber that the specified amount of funds was deposited in the unbanked subscriber's mobile wallet account over at least one of the plurality of channels connected to the monetary transaction system.

Claim 5

5. A monetary transaction system for conducting monetary transactions between unbanked subscribers and other entities, the system comprising:

a mobile device configured to run a monetary transaction system application;

a monetary transaction system subscriber that has a profile with the monetary transaction system, wherein the subscriber indicates, via the monetary transaction system application, one or more specified transactions that are to be performed using the monetary transaction system;

a monetary transaction system processor that performs the one or more transactions specified by the subscriber, wherein performing the specified transactions includes communicating with a monetary transaction database to determine whether the transaction is permissible based on data indicated in the subscriber's profile;

at least one entity that is to be involved in the specified transaction, the at least one entity having a profile with the monetary transaction system; and

wherein the monetary transaction system is implemented to transfer money between mobile wallets, including performing the following steps:

receiving subscriber communication over one of a plurality of channels connected to the monetary transaction system, the subscriber communication indicating that an unbanked subscriber desires to transfer a specified amount of funds to specified recipient using a specified payment method from the subscriber's mobile wallet;

validating the status of the selected payment method;

performing at least one of a limit check and a velocity check on the selected payment method, the limit check determining whether sufficient funds are available to make the deposit amount, the velocity check determining whether the unbanked subscriber has exceeded a specified number of transactions within a specified time period;

validating the status of the specified recipient to ensure the specified recipient has a valid mobile wallet account;

debiting the specified payment method by the specified amount of funds;

transferring the specified amount of funds to the specified recipient over at least one of the plurality of channels connected to the monetary transaction system;

notifying the unbanked subscriber that the specified amount of funds was transferred to the specified recipient over at least one of the plurality of channels connected to the monetary transaction system.