

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

CISCO SYSTEMS, INC.,

v.

ZILKR CLOUD TECHNOLOGIES, LLC.

IPR2023-00822

Patent 9,883,047 B1

Record of Oral Hearing
Held: September 10, 2024

Before: KRISTEN L. DROESCH, KEVIN C. TROCK, and
MICHAEL T. CYGAN, *Administrative Patent Judges*.

APPEARANCES:

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The above-entitled matter came on for hearing on September 10, 2024, commencing at 1:00 p.m., via video teleconference.

P R O C E E D I N G S

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COURT REPORTER: We are now on record with IPR number 2023-00822.

JUDGE CYGAN: Thank you. And good afternoon or morning, depending on your location. This is Judge Cygan. Judges Droesch and Trock are also present. Counsel for the parties starting with the Petitioner, please introduce yourself.

MR. FOSTER: Hello. This is Theo Foster with Haynes and Boone for Petitioner, Cisco Systems. I'm lead counsel. Also, appearing today is my colleague, Eugene Goryunov. Mr. Goryunov will be presenting for Petitioner today.

MR. POMEROY: Good afternoon. Michael Pomeroy of Carter Arnett on behalf of Patent Owner. And also with me, who is presenting as lead counsel, Jeffrey Stephens.

JUDGE CYGAN: Thank you, and welcome to the Board. Per our order, dated August 12th of this year, each party is provided with 45 minutes of oral argument. Parties need not use the entirety of that time. Petitioner will argue first and may reserve time for rebuttal. Patent Owner will respond to Petitioner's arguments and may reserve time for sur-rebuttal. We have the demonstratives for each party. Please remember to identify yourself when speaking, and please mute yourself when not speaking. If you encounter any issues with connectivity, please let us and the hearing staff know as soon as possible. Petitioner, how much time would you like to reserve for rebuttal?

1 MR. GORYUNOV: Your Honor, Eugene Goryunov on behalf of
2 Petitioner. I'd like to reserve 20 minutes.

3 JUDGE CYGAN: Okay. Thank you. Petitioner, you may begin.

4 MR. GORYUNOV: Good afternoon, everyone. My name is
5 Eugene Goryunov on behalf of Petitioner.

6 Video conferencing, text messaging, interactive texting, voicemail
7 systems, they're all examples of digital services. These services were not
8 new when the '047 patent was filed. There's also nothing inventive about
9 providing these services to a group plan like those consisting of employees
10 of a company or members of a family. What allegedly sets the '047 patent
11 apart is that its use of the unified services platform. This platform receives
12 service subscription requests and facilitates service activation with multiple
13 third-party service providers. But the use of such a unified services platform
14 was also not new when the '047 patent was filed, and the combination of
15 steps recited in the challenged claims would have been obvious to a POSITA
16 as Cisco has consistently demonstrated throughout this case. We
17 respectfully request that the Board find the challenged claims obvious and
18 unpatentable.

19 In our slide deck, if I can start us off on our slide number 4, Your
20 Honors. Well, it seems like the parties agree that no construction is required.
21 However, Patent Owner ends up making what we perceive as claim
22 construction arguments throughout its briefing. With regard to the
23 subscription request for a service for a group plan, this is recited in
24 limitation [1.1] in Claim 1, Patent Owner argues that the subscription request
25 must be interpreted as a request that at least includes a request to subscribe

1 each member of a group to a service.

2 They also argue that the subscription request must result in
3 subscribing each member of a group to the service. But as you can see in the
4 claim that we have here on slide 4, the claim certainly doesn't support the
5 addition of each member limitation, and the specification where it talks
6 about kind of your group level subscription requests also doesn't mention a
7 subscription request for each member, or nor does the specification talk
8 about any result of the subscription request. It is silent as to that regard.

9 Now, according to ZILKR, if I can take us to slide 5, please. In its
10 sur-reply, they came back, and they clarified a couple of things. ZILKR said
11 that it's not arguing that the subscription request must list each member of
12 the group. They also said that a subscription request can identify a group
13 using a group identifier. Yet they still argue that there has to be some
14 individuality to the subscription request. But as we just talked through on
15 our slide 4, there's no support for that in the claim or in the spec, and
16 frankly, with Patent Owner's clarification in its sur-reply, we believe that no
17 construction is required at this point.

18 Moving forward, if I can take us to our slide 8. This slide
19 addresses Patent Owner's contentions on the activation request, response,
20 and the associating and providing access steps. Patent Owner essentially
21 makes the exact same arguments here as it did for the subscription request.
22 By the way, again, I'm sorry, I'm on slide 8 of our slide deck. They argued
23 that the activation request must be interpreted as a request to activate a
24 subscription for a service for each member of the group. But again, as we
25 spoke about earlier, there's no context and there's no support for adding each

1 member into the claims, either in the claim itself or in the specification.
2 Now, Patent Owner also argues that the activation request, as you see here in
3 limitation [1.4], must be construed as a request to activate a subscription for
4 a service.

5 Now, but as a matter of claim construction, there's no support for
6 that specific limitation in the claim or in the spec. The spec is much broader.
7 It talks about activating a service, it talks about activating an account.
8 There's no basis for further limiting the activation request in the claim, as
9 Patent Owner suggests. Now, Patent Owner, of course, comes in and they
10 say, well, somebody reading the claim would understand that the recited
11 activation request is really a shorthand way of referring to a subscription
12 request for the group of the service. This is on our slide 9 from their sur-
13 reply. But needless to say, claim drafting is a precise art, and shorthands
14 really don't cut it.

15 So, that's our position on the -- as a response to Patent Owner's
16 activation request arguments.

17 If I move us forward to the last term, again, it's called the service,
18 it's for limitation [1.10], in our -- in Cisco --

19 JUDGE CYGAN: Excuse me, Mr. Goryunov, this is Judge Cygan.

20 MR. GORYUNOV: Yes, Your Honor.

21 JUDGE CYGAN: Could you speak a bit to the language in the
22 receiving step that states that each of the plurality of telephone numbers is
23 associated with a subscriber. How does that play into the -- your response
24 to Patent Owner's argument?

25 MR. GORYUNOV: I'm sorry, Your Honor. So, you're -- so let's -

1 - I think, let's go back to our slide 4, just so we can have the claim
2 limitation. And you're talking about the wherein clause, is that correct?

3 JUDGE CYGAN: Yes, that's correct.

4 MR. GORYUNOV: Okay. Well, so the wherein clause defines
5 what is inside -- what a group plan comprises. It doesn't modify the
6 subscription request itself. The subscription request is simply for a service
7 for a group plan. Now, as a separate proposition, the group plan comprises
8 telephone numbers where each telephone number is associated with
9 subscribers, but that in and of itself doesn't define the contents of this
10 subscription request. Again, the subscription request has to be at a group
11 level, right, because it is for a service for a group plan rather than
12 individually speaking.

13 JUDGE CYGAN: So, looking at your prior art, who are the
14 subscribers in your prior art, or is it just a subscriber? How are you sort of
15 parsing that out?

16 MR. GORYUNOV: So, if I may take us forward then to our slide
17 13, please. The question of subscribers itself wasn't really in dispute, so I
18 don't have the -- some of the other figures that we have in our petition, but I
19 think this is going to suffice to answer your question, Your Honor. Raleigh
20 is our lead prior art reference, and it talks about creating a master services
21 account, which is what we've mapped to as the group plan of the claim.
22 Now, in Raleigh, each user that is part of this master account can be
23 identified.

24 As you can see here on my righthand side of slide 13, the particular
25 group has at least two users. One is Jeff Child one and the other one is Jeff

1 Master. Okay. So, those individuals are identified as part of the master
2 services account and those are the individuals that can receive service once it
3 has been selected, activated, and provisioned for the device.

4 Now, in our petition we also have graphics from Raleigh that show
5 that each individual subscriber has an associated -- has a telephone number
6 associated with it to address the extent of the remaining portions of the
7 wherein clause. If you can give me a second I can point you to a page
8 number. Okay. So, in our petition at page 30, for example, we point to
9 Figure 9G of Raleigh, which again refers to the Jeff Child and Jeff Master
10 that we just spoke about on our demonstratives, Figure 11D, and it shows
11 that each one has its own telephone number, therefore completing the
12 remains of the wherein clause of Claim 1.

13 JUDGE CYGAN: So, if I understand your petition correctly, each
14 one of those users is either a subscriber or what's termed a secondary
15 subscriber in Raleigh, is that correct?

16 MR. GORYUNOV: Yes, Your Honor, that's correct.

17 JUDGE CYGAN: Okay. Thank you.

18 MR. GORYUNOV: Yeah, no problem. If I may, let me make one
19 more note with regard to claim construction, then we can go back to the
20 substance of Raleigh. At first, there was some dispute between the parties
21 as to the meaning of the term the service in limitation [1.10]. However, after
22 ZILKR's sur-reply, that's no longer a dispute. I have the relevant portions on
23 our slide 10, but I don't think there's much need to discuss that further.

24 Now, I think that all of the questions here and the disputes between
25 the parties are -- the remaining disputes are about Raleigh's operations. So,

1 if I can take us to slide 12, I'm going to step through Raleigh, how it works,
2 and then hopefully this will address all of the questions that may exist with
3 regard to its operations.

4 So, in Raleigh, a mobile device as you can see on slide 12 in blue,
5 a mobile device sends a service selection to a third-party system. Right.
6 Now, that third party system is what we mapped in the patent as the unified
7 services platform. I understand that there's some words questions, but it's
8 very clearly spelled out in our petition. This subscription request, its
9 intention is to select a new service that will be added to this group account
10 and then enabled for all of the subscribers. All right. So, this is described in
11 Figure 36A with all the annotations and the associated disclosures. Now,
12 examples of the service can be voice service messaging, hybrid services like
13 VoIP and so on. So, there are multiple services that can be activated for a
14 particular service plan.

15 Slide 13, we just spoke about that. Slide 13 kind of shows the
16 proposed user interface in Raleigh for how a service is selected, and that it
17 can then be associated and provided for individual users or all the users on
18 the master service account.

19 Moving forward to slide 14, the unified -- I'm sorry, Raleigh's
20 third-party system sends an activation request message to the service
21 provider system. The purpose of this activation, again this is slide 14, the
22 purpose of this activation request is to activate an association between a
23 service provider and the mobile device. This activation request, which is
24 sent to establish a new service with a service provider, gains access to the
25 particular service and is essentially an activation request for a service to be

1 added to this master service plan. Now, when this subscription request,
2 activation, request, response procedure in Raleigh is completed, users are
3 able to use the plan once it's been added to the master service account.

4 Now, slide 15 talks about Raleigh's following process. After
5 receiving this activation request, the service provider system responds with
6 an activation response, which goes back to the third party system and it
7 confirms the activation request and it confirms the addition of the new
8 service. Once we move on to our slide 16 --

9 JUDGE CYGAN: Counsel, if I can stop you there for a second.

10 MR. GORYUNOV: Yes, Your Honor.

11 JUDGE CYGAN: With respect to claim 35, I want to make sure I
12 understand your contentions on this. Is claim 35 selecting a service plan or
13 is it selecting a service provider? And that we need to sort of look at the
14 combined teachings of 35 and 36 to reach the limitations [1.4] and [1.5].

15 MR. GORYUNOV: Your Honor, you mean, Figures 36 and 35,
16 correct, in Raleigh?

17 JUDGE CYGAN: Correct.

18 MR. GORYUNOV: Okay. So, again, to your point, Figures 35
19 and 36, according to Raleigh, are performed in conjunction with one
20 another. So, it is a process that -- it's a holistic process. It happens together
21 and Figure 36 describes the selecting of the service. Figures 35 discuss
22 selection of the service provider. And again, Raleigh says that these are
23 conducted in conjunction with one another. As we've explained in our
24 petition and as our expert explained in his declaration, those two processes,
25 being the service provider selection and the service selection, they're part of

1 a cohesive system, comprehensive process that kind of all works together in
2 Raleigh to accomplish a unified solution.

3 JUDGE CYGAN: The question I have on that is, if we're looking
4 at an activation request and an activation response, it may be that working in
5 conjunction together uses, you know, Figures 35 and 36 sort of together.
6 But if you're only pointing to Figure 35 for the activation request and
7 response, how do we know that we actually have an activation request and
8 response for the service as opposed to the service provider selection?

9 MR. GORYUNOV: All right. So, as I understand your question,
10 it's whether the activation request and response in Figure 35 applies to the
11 subscription request to Figure 36. Did I understand you correctly?

12 JUDGE CYGAN: Yes, that's correct.

13 MR. GORYUNOV: Okay. So, as we explained in our petition,
14 and as we clarified again in our reply, the subscription requests and the
15 activation request response -- the service selection and the service provider
16 selection, they're done in conjunction, which means that it is a holistic
17 solution. So, by the time that you've had your service selection requests and
18 you've had your activation requests and your activation response, the service
19 for that group plan has already been activated. And as we can discuss later
20 in Raleigh, it can now be associated and provisioned for use by the devices.
21 So, and again --

22 JUDGE CYGAN: And that request for the service happens -- are
23 you contending that it happens at the same time or that it happens after the
24 service provider selection? I understand it's holistic, which means that both
25 of them are happening, but it seems like if they're happening at different

1 times and you're only pointing to the request and response from the provider
2 selection, it seems like we have to make an additional leap to get to the
3 selection of the service in 36.

4 MR. GORYUNOV: So, I think that as a first matter, if we can
5 take a quick look at Figure 36A, I have that on slide 12. The service
6 selection request is sent from the mobile device to the third-party system,
7 okay? And if we can move forward to our slide 14, the third-party system
8 sends an activation request and receives an activation response from the
9 service provider system. So, the messages are exchanged between different
10 elements in Raleigh's system. That's kind of the first point.

11 So, there's nothing stopping them from happening at the same
12 time. And in fact, the way we understand it, the way that Dr. Houh
13 understood conducted in conjunction is that those processes are performed
14 together. And in fact, he explained that this would have at least been
15 obvious to combine for a POSITA. Now, you know, Raleigh talks about
16 performing all these steps together in other contexts as well. For example, in
17 paragraph 1822, it talks about the mobile device provides for selection one
18 or more services and a service provider together before changing credentials.
19 So, this is another example that confirms that Raleigh's service [sic]
20 selection process and service [sic] selection process occur in conjunction
21 together, like at the same time.

22 JUDGE CYGAN: I think the question that remains for me on this,
23 is that if we're taking a look at 36, which is our service selection process,
24 there's already a communication being made from the third-party system to
25 the service provider system. So, when we take a look back at -- when we

1 take a look at 35A, there's a separate request and response, and that request
2 and response, which is for the provider, is if I understand correctly, you're
3 saying that would be obvious to use in the 36A process. But 36A already
4 seems to have a step sitting right there. So, can you explain a little bit about
5 how that combination of teaching works?

6 MR. GORYUNOV: So, where in figure 36A are you referring to
7 the response? And so, make sure that I'm looking at the same spot.

8 JUDGE CYGAN: Sure. So, in your demonstrative 12, you have
9 service selection in a red rectangle.

10 MR. GORYUNOV: Yep.

11 JUDGE CYGAN: And that's going to the third-party system. And
12 then you have a service -- in 36A it shows a service selection including
13 credentials, going from the third-party system to the service provider system.

14 MR. GORYUNOV: Yes, Your Honor.

15 JUDGE CYGAN: Is that service selection going from a third-
16 party system to the service provider system? That seems to be the same slot
17 as the activation request in 35A, also going from the third-party system to
18 the service provider system.

19 So, the question for me is if you're trying to substitute the earlier
20 performed process of selecting a provider and using that same teaching of
21 activation request and response for the service selection, why would you
22 need to add that in when there's already something in 36A which is directly
23 being taught as performing that function?

24 MR. GORYUNOV: All right. So, this is actually -- the era for,
25 again, let's just stay on our slide 12, please. If we look at the -- we have,

1 again, in red, we have the service selection box. And then after it, as you
2 pointed out, Your Honor, we have the service selection including credentials
3 that is transmitted to the service provider system.

4 Now, Raleigh explains that this process, this process in 36A where
5 you have the service selection process, is done together with the service
6 provider selection, which is the activation request and response in 35.

7 Again, let me point to us to paragraph 1822 of Raleigh where -- all right.

8 So, if only my computer worked. Anyway, the relevant text is in the second
9 column of 1822, it's on page 271, there's a portion here that's -- and I'll read
10 it, it says, in some embodiments, the mobile device 105 provides for
11 selection of one or more services and a service provider together before
12 exchange of the first credential.

13 So, remember if we go back to our demonstratives on
14 demonstrative 12, you pointed to that service selection process, including
15 credentials, that arrow that goes from the third-party system to the service
16 provider system. Well, Raleigh explains that that arrow, the service
17 selection, including credentials, can occur after you've already selected both
18 the service and the service provider. So, this is, again, another example of
19 where Raleigh supports the fact that all this happens together in conjunction
20 with. So, the service selection and the provider selection occurs before that
21 exchange of credentials.

22 JUDGE CYGAN: What should we take from the fact that the
23 service selection in 36A is between the mobile wireless communication
24 device and the third-party service partner system as opposed to the provider
25 system?

1 MR. GORYUNOV: Well, this is exactly as the claim requires. In
2 the claim, limitation [1.1] says receiving by a unified services platform
3 system, which we've mapped to Raleigh's third-party system that's in green,
4 a subscription request for a service for a group plan.

5 Whereas, to your second question, the activation request, if we
6 look at limitation [1.4] of Claim 1 of the '047 patent, sending by the unified
7 services platform system, which is in slide 14 and we highlighted that in
8 green, that activation request is now sent to the service provider system,
9 which in the claim should be to the third-party application service provider
10 system, which is how we mapped it in the petition. So, the requests are
11 being sent by different entities to accomplish a cohesive process here.

12 JUDGE CYGAN: Thank you, Counsel.

13 MR. GORYUNOV: No problem. So, if we can go to our slide 16
14 in Raleigh, after the service provider and after the service have been selected
15 and activated, Raleigh does an association process which adds a particular
16 service to the plan. And then if we go to our slide 17, Raleigh provisions the
17 device to use that service and all the devices can share access to that
18 information.

19 Now, I should note, one of the arguments that Patent Owner has is
20 that the '047 patent precludes a situation where a service is added to a plan
21 and then shared amongst users. But our contention is that that's not the case.
22 If we can go to our slide 20, we believe that the '047 patent actually
23 contemplates sharing services in a similar way as Raleigh does. Again, if
24 you see the excerpt on the righthand side of slide 20, the administrator can
25 establish services for one or more subscribers where new services may be

1 assigned to the enterprise. All right. It doesn't say assigned to each and
2 every single subscriber. It says assigned to the enterprise, which is the exact
3 same scope as Raleigh.

4 And then to address a different point that Patent Owner has made
5 in its briefing with regard to the subscription request, as you recall, I -- one
6 of the things I previewed was that Patent Owner was arguing that
7 subscription request must result in each and every subscriber -- group
8 member rather, becoming a subscriber of the group plan. Again, our
9 position is that that's not required by the claims, but to the extent that the
10 Board finds that some kind of discrete allocation is required, let me take us
11 to our slide 21. That's exactly what Raleigh anticipates. In fact, it actually
12 draws a distinction and says, well, rather than just simply sharing the
13 services, this is paragraph 806 of Raleigh, it may be desirable to allocate
14 discrete portions of a service. And there's even a nice graphic on the
15 righthand side which shows how that allocation would take place.

16 Unless the panel has questions, I guess I'll reserve the balance of
17 my time for rebuttal.

18 JUDGE CYGAN: Thank you, Counsel. I have you at 26 minutes,
19 which gives you 19 minutes left for rebuttal.

20 MR. GORYUNOV: Thank you very much.

21 JUDGE CYGAN: Patent Owner, how much time would you like
22 to reserve for sur-rebuttal?

23 MR. STEPHENS: Thank you, Your Honor. This is Jeffrey
24 Stephens for Patent Owner. I would like to reserve 20 minutes as well.

25 JUDGE CYGAN: Thank you, Counsel. You may begin.

1 MR. STEPHENS: Thank you, Your Honor. May it please the
2 Board. I would like to start just by looking at the claim. You know, there's
3 a lot of argument from Cisco's counsel on, you know, what the claim doesn't
4 say, but with respect, Cisco is really twisting the words of the claim, Claim 1
5 of the '047 patent, and trying to fit it within what Raleigh teaches. And I
6 think one of the best examples of that is in Cisco's presentation asking about
7 what the subscriber and the group plan, but if you look at the plain language
8 of the claim, even limitation [1.1], receiving by unified services platform
9 system a subscription request or a service for a group plan.”

10
11 And you ask yourself, okay, what is a group plan? Well, the claim
12 tells you, a group plan comprises a plurality of telephone numbers, and as
13 was discussed also in the previous presentation, each telephone number is
14 associated with a subscriber. So, just kind of big picture here, Cisco's -- I'm
15 sorry, Your Honor, did you have a question?

16 Big picture, Cisco's argument is that the for a group plan just
17 means somehow related to a group plan, but that's not how it's framed in the
18 claim and certainly not how it's described in the specification. So, a request
19 for a service for a group plan, read literally straight from the claim, is for a
20 service for the plurality of telephone numbers, each one associated with a
21 subscriber. I mean that is the plain reading of the claim, and only by looking
22 only at the part that says for a group plan is Cisco able to argue that it can be
23 a more tenuous connection to this group plan, and that it doesn't have to be a
24 request for each member.

25 So, the words each member don't have to appear in the claim.

1 Those are words that we chose to try to help get at this idea, which is
2 definitely contained in the words of the claim themselves, but given Cisco's
3 arguments, it seemed helpful to have the Board construe the claim in this
4 way so that it's clear and understood that that particular phrase in [1.1], a
5 subscription request for a service for a group plan, does mean that it's a
6 request for each member to be subscribed to that service. That comes
7 through in the language of the claim, but a construction from the Board
8 would be helpful to keep that in mind in light of Cisco's arguments.

9 Another way in which the claim gets at this idea of a
10 subscription request for each member of the group is really its entire
11 structure where you have this request in limitations [1.1], including the
12 wherein clauses that go to [1.2] and [1.3]. And then in limitations [1.4] to
13 [1.7], that request is implemented, it's responded to. And so, when you read
14 the claim as a whole and you understand that structure of the claim and the
15 words that relate back to each other, for example, in limitation [1.4], where
16 the claim says that the activation request is for the group plan, that is
17 referring back to it is implementing the subscription request that was
18 received in [1.1] for the group plan.

19 So, that I can get into the specifics of where that makes a
20 difference in terms of understanding the claim and where Cisco's arguments
21 for obviousness fall short. But I just -- I did want to focus on kind of the
22 overall structure of the claim and how that relates to the request that we've
23 made or the Board to construe certain phrases here to understand how they
24 fit within the entire structure of the claim.

25 JUDGE CYGAN: Counsel, this is Judge Cygan. Are you

1 requesting any construction that -- if I remember correctly from your
2 briefing, you had simply proposed plain and ordinary meaning, and you
3 pointed out, you know, what that might mean in terms of the references. But
4 are you suggesting any specific construction at this point?

5 MR. STEPHENS: Well, it's partially a matter of semantics, Your
6 Honor. We didn't have a separate claim construction section in our petition.
7 It's probably not necessary to say, here's how the claim is construed. But we
8 did note that we would be providing arguments about what the claims mean.
9 And if it's simpler just structurally to say, construe the claim to mean this,
10 then yes, I mean, we have proposed requirements that the claim includes
11 and, you know, that certainly could be called a claim construction. And I
12 think it's necessary to decide that issue in terms of what the claim means.
13 We do have competing arguments about its scope. So, I mean, I think claim
14 construction would be the proper way to resolve that. We just -- we
15 included those arguments in the substantive sections, you know, for each
16 limitation rather than have a separate claim construction section in the
17 response.

18 JUDGE CYGAN: And is it your opinion that this issue of the
19 construction has been fully briefed by the parties at this point?

20 MR. STEPHENS: Yes. Yeah, I mean, our arguments for how the
21 terms were to be construed are in our Patent Owner's response. Petitioner
22 recognized those and structured its reply differently in terms of breaking out
23 into a separate claim construction section. So, the parties did brief these
24 issues, and they are ready to be decided.

25 JUDGE CYGAN: Thank you, Counsel.

1 MR. STEPHENS: So, if there aren't any questions specifically
2 about the meaning of the subscription request for a service for a group plan,
3 I'd like to get into a little bit of how Raleigh falls short in light of how those
4 claim limitations should be understood. And in Cisco's reply, they argue
5 basically, well, we didn't have to provide any motivation to modify Raleigh,
6 since any part of Raleigh can apply equally to any other part. And this is
7 similar to what they've done with the activation request that was the subject
8 of the discussion between Judge Cygan and Cisco's counsel as well, where if
9 I -- well, it says in conjunction.

10 And I see this really as a bit of hand waving. It's like, well,
11 Raleigh's, however many pages long, and it says it can apply equally. Well,
12 first of all, the specific sentences that Cisco points to where things like can
13 apply equally, those really aren't saying, even if it were enough to say, any
14 part of Raleigh can be combined with any other part, that's not what those
15 specific sentences say. For example, let's see. This is from -- sorry, give me
16 just a second, Your Honor. Lost the page here.

17 So, Cisco had quotes in its reply, paragraph 1856 of Raleigh,
18 talking about -- they quote the part that says "can apply equally." But if you
19 look at that sentence, it's really the descriptions or notification messages for
20 specific figures, Figures 29E to 29H, can apply equally, at least in part, to
21 aspects of service provider selection processes, service provider activation
22 processes, et cetera. And so, it's not the case that Raleigh just says, all of
23 this -- anything can apply to anything else. And even if it did, our position is
24 also that that is not sufficient.

25 You know, for an obviousness challenge to a claim, even if it's

1 from the same reference, if you're talking about combining different portions
2 of it and then there's no -- there's nothing that arranges it as claimed, then
3 Patent Owner has to understand what specifically is -- does that modification
4 or combination look like, and why would, you know, why would you
5 structure it that way? Why would one of ordinary skill in the art combine
6 the teachings in that way? And the petition really never gets down to that
7 level. I mean, there's -- as we really walked through pretty carefully in our
8 Patent Owner response, I mean, this is what Patent Owner sees when it looks
9 at the petition and the further briefing is when you have the service selection
10 process of Figures 36A and 36B that could be for a master service account.
11 That's really the combination that Patent Owner has described, and there's,
12 as you know, our primary position in terms of this subscription request is
13 there's no description in Raleigh where you have a master service account
14 adding a service and there's a request to have that service be provided to
15 each member of the group.

16 And there's really -- that doesn't appear either in the combination
17 that's proposed by Cisco and where they say, you know, you can have -- the
18 service selection process could be for a master service account even though
19 Raleigh doesn't say that. Even if you grant Cisco that much and say well,
20 you're selecting the service, it could be for a master service account, there's
21 still no subscription request for each member of that group. It doesn't
22 happen either in Raleigh or in the way that Petitioner has explained
23 combining different teachings from Raleigh.

24 That's our that's our primary argument on the subscription request
25 limitation is that at most you're adding the service or a master service

1 account and later individuals in that account can figure out how to share and
2 split up that service.

3 In terms of subscriber this the same thing, you know, the term
4 subscriber is in the claim, and there -- it's a subscription request. Each
5 telephone number is associated with a subscriber, that is the group. And so,
6 to divide up and split the services is not consistent with the '047 patent's
7 description of adding a service. And along those lines, you know, Cisco's
8 argument, I believe it was -- let me see which slide they were -- right, this
9 was in slide 20 of Cisco's demonstratives where they're saying that they're
10 quoting from the '047 patent in terms of dividing up services, but it's simply
11 not the case.

12 So, on the righthand column where it says, in this case, the
13 enterprise administrator may be responsible for establishing a service for one
14 or more subscribers, that is from column 30 of the '047 patent. And I'll give
15 Your Honors time to go there, if you'd like, with me.

16 So, the sentence that's highlighted by Cisco there is the second
17 sentence, enterprise and selective service to be added to the one or more,
18 well, hold on one second. Okay. So, enterprise administrator is responsible
19 for activating a service for one or more subscribers. And if you look at the
20 very next sentence, the second sentence says, for purpose of this discussion -
21 - this is like line 43 of column 30 of the '047 patent -- it will be assumed that
22 the enterprise has selected a service to be added to the one or more
23 subscriber accounts.

24 So, when the '047 patent talks about establishing a service for one
25 or more subscribers, you're talking about having each of those subscribers

1 become a subscriber to this additional service. And whether the enterprise
2 administrator is responsible or not, they are individually, you know, each
3 individual in the group becomes a subscriber to that service through that
4 process. I mean, that is what is described in the '047 patent. So, the fact that
5 service there is in the singular, I guess, is Cisco's point. But if you look at
6 the surrounding discussion, there is no description of group members
7 dividing up a service in the way that the Raleigh reference contemplates.

8 JUDGE CYGAN: Counsel, this is Judge Cygan. Can you address
9 that same language in the paragraph above that in the same column, starting
10 at lines 26, because I believe that same language is at lines 29 through 31,
11 and that does talk about a group account. Can you explain that a little bit?

12 MR. STEPHENS: So, starting at line 26 of column 30?

13 JUDGE CYGAN: Correct.

14 MR. STEPHENS: Okay. Yeah, so in the '047 patent, when it talks
15 about a service being activated for an account, that, as I understand it, is the
16 individual subscriber's account, the company may establish a service for an
17 employee to use. So, again, it's in the singular there because it's looking at it
18 from the perspective of what does a singular employee of that group gain?
19 And then they gain the service that's added for that business or enterprise.
20 So --

21 JUDGE CYGAN: But Counsel, it also talks about a family group.
22 And I was wondering if you could distinguish that discussion of a family
23 group from Raleigh's Figure 11G, the discussion that Petitioner is relying on
24 in their demonstrative 21. It seems like the family plan from Raleigh seems
25 to be similar to this discussion, the '047 patent here, at about lines 32 to 36.

1 MR. STEPHENS: Well, whether it's a family or a business
2 enterprise, I mean, the discussions in the '047 patent, you know, does not get
3 into dividing up a service. It's a way for either an administrator or a single
4 member of that group to request the service for each member of the group.
5 So, whether that's a family group, an employee group, it doesn't sort of have
6 a separate process for those things in the '047 patent. And the sharing that's
7 shown in Raleigh, as we've addressed, I mean, that is, first of all, that's the
8 sharing that happens after the service is added to a master services account.

9 So, it's not -- in terms of how it lines up with the limitations of the
10 claim, I mean, that's our argument is that, you know, in the petition, what
11 they pointed to, what Cisco points to as the subscription request is
12 essentially the results in, at most, adding that service to a master services
13 account. And everything you see in terms of the figures and sharing with a
14 family, that all happens afterwards, and is not alleged to be a part of the
15 subscription request in terms of each member of the group having access.

16 And so, in the '047 patent, I'll just reiterate that the idea, as it's
17 described there, is really to simplify the process and have one member of a
18 group, be it family or enterprise, to be able to make that request and if that
19 service is added to each member of that group that is the subject of that
20 request. And there is no description of sort of dividing up and sharing the
21 service.

22 JUDGE CYGAN: So, how does that work differently in the
23 patent? If we have a group representative who is a representative of the
24 group for activation and/or billing purposes. In step 1.1 of the claim, there's
25 going to be a subscription request for that service. So, it's being made in the

1 patent by the group administrator. The group administrator is making a
2 request for service for a plan for their social group or family group or what
3 have you.

4 And that group administrator is the sole representative as far as we
5 can tell. And from what I can tell in your briefing, there's no requirement
6 that the members of the group be listed. So, what does that request look like
7 when it's being sent by the group administrator, and how does that bring
8 into these other subscribers, these other members, the family members, the
9 family, or the social group? How do they come into play in the claim
10 language?

11 MR. STEPHENS: So, this brings up a good point in terms of the
12 distinction between the contents of the request and what is the request
13 requesting. A lot of that depends on just sort of an individual system and
14 how is it set up, how does it interpret a request that's sent in? And as we
15 noted in our briefing, the request does not have to list out each telephone
16 number. That is not in the claim. But it does have to be a request to
17 subscribe each member of the group to the group plan. And so, an example
18 from the specification is a group identifier. And so, that group can be
19 defined in some way and then identified in the request. And as a response to
20 that request, as noted later in the claim, right, then access is provided to each
21 telephone number based on the associating, which happens after the
22 activation request and response. Those all happen based on the subscription
23 request that is received for the service for the group plan. Again, meaning
24 for that group of plurality of telephone numbers associated with the
25 subscriber.

1 So, the contents of the request are not critical in terms of how it's
2 structured, but it does have to be a request and the easiest way to look at
3 well, what was the nature of the request is to look at what happens in
4 response to it. And in Raleigh, the request that Cisco points to and in
5 response to that, at most, you have this service added to a master service
6 account, which may then have other things happen to it, including the
7 sharing and other things that Cisco points to. But, in terms of the request
8 itself, there in Raleigh it is not a request to add that service for each member
9 of the group.

10 JUDGE CYGAN: Let me follow up on that. One of the options
11 that's given in the patent at that same location at lines 38 through 40, is that
12 the group administrator, the person who's solely responsible for activating
13 and billing, may not actually be a member of the group. Is there -- how does
14 the membership of the group come into play in that situation? The only
15 person who's applying for it, who's sending the subscription request for the
16 service for that group, which seems to be what 1.1 is requiring, and they're
17 not a member of the group, how does the membership of the group come
18 into play in that request?

19 MR. STEPHENS: Well, in terms of the claim language, I mean
20 for 1.1, it does not specify who sends the request. So, in 1.8, right, where
21 you're -- and this is 1.1 to 1.7 are really about this subscription request for
22 the group where each member of the group then becomes a subscriber to that
23 service. 1.8 through 1.13 talk about the request being from a subscriber
24 associated with the first telephone number of the plurality of telephone
25 numbers. So, in 1.1, that language is absent.

1 And that, I think, as Your Honor is noting, the '047 patent
2 contemplates a situation in which a group administrator is not a member of
3 the group, can submit a request for the groups. I mean, that is perfectly
4 consistent with limitation [1.1] in terms of the contents of the request. I
5 mean, as long as -- I mean, this goes beyond the claim, but if the system
6 receives a subscription request for a service for a group plan, you know,
7 there's no indication that they're checking to see in the '047 patent, for
8 example, are they a member of the group or not? I mean, if it's an
9 authorized request, that request would be fulfilled. So, I don't know if I'm
10 answering your question, Your Honor, but in [1.1], I mean, there is no
11 requirement to be a member of the group or not. It could --

12 JUDGE CYGAN: So, in [1.1], you're not asking us to read the
13 claim as if it said a subscription request for members of the group plan. It's
14 just a subscription request for a service, not for specific members, correct?

15 MR. STEPHENS: Well, it is a request to subscribe each member
16 of a group to a service, so I don't know if I'm understanding.

17 JUDGE CYGAN: But the request itself doesn't require that the
18 members be in any particular way identified except that they are part of the
19 group. Is that how it's being read?

20 MR. STEPHENS: Yes, Your Honor. The content of the request in
21 terms of how it's structured, whether members of a group are listed or
22 otherwise identified, I mean it seems like they would have to be identified in
23 some way for the system to know what to do with that. But whether that's
24 an identifier, I mean, the claim does not limit the specific structure or
25 content of the request. There's no particular syntax that's spelled out,

1 certainly, in the claim. But it's -- what is -- you know, look at the substance
2 of that request. Is it a request to subscribe each member of the group to the
3 service? And if yes, then it would be a subscription request for a service for
4 a group plan, which is a group of telephone numbers.

5 JUDGE CYGAN: Thank you, Counsel. My questions are taking
6 you a bit into your rebuttal time, so I'll let you continue on.

7 MR. STEPHENS: Okay. Yeah, thank you. I would like to
8 address really quickly the activation request and activation response. This is
9 in both limitations, you know, [1.4] and [1.5], as well as [1.10] and [1.11].
10 And, you know, I referred to hand waving earlier, and I think the phrase in
11 conjunction with is used, you know, that's a phrase used in Raleigh saying
12 that Figures 36A and B, where you're selecting a service, could be done in
13 conjunction with Figures 35A and B, where you're selecting a service
14 provider.

15 And essentially, in the petition, you know, that language is noted
16 and then says, so we'll discuss them together. But Your Honor's questions
17 about what that process actually looks like are good questions in terms of
18 illustrating the leap that would have to be taken simply because there is no
19 description from Petitioner about what this holistic process, you know, looks
20 like. There's words like conjunction with and together, but at the end of the
21 day, you have a specific process for selecting a service provider, and that's
22 what Petitioner has pointed to for selecting the activation request and
23 response for a service. And then there's a specific process for selecting a
24 service. And sort of lumping them together in some unknown way does not
25 automatically make any kind of an activation request relating to the service

1 provider, now one that's for the specific service that was requested.

2 And so, you know, we point out in our brief, there would have to
3 be additional discussion in terms of how those embodiments are being
4 combined, even if Raleigh suggests they're combined in some way in
5 conjunction with one another, in what way and how does that make the
6 activation request of 36A? I mean, there's no suggestion that those
7 processes would change when you do them in conjunction with one another.

8 So, you still have a separate process, you know, so what does that
9 mean, they're done together. If we're talking about modifying those
10 processes in some way, then Patent Owner is entitled to know what that final
11 process looks like and why one of ordinary skill in the art would combine it
12 in that particular way, and not simply perform them -- you know,
13 conjunction can be one directly after the other before you get to the
14 credentialing, as Mr. Goryunov discussed. So, simply pointing to
15 conjunction or together doesn't indicate what that modified process looks
16 like, or why one of skill in the art would have performed it in that way.

17 And if there are no further questions, I'll leave it at those points
18 and rest on our briefing and reserve the rest of my time for rebuttal.

19 JUDGE CYGAN: Thank you, Counsel. I have you at 15 minutes
20 remaining for sur-rebuttal. Counsel for Petitioner, if you'd like to start with
21 your rebuttal, if you have any.

22 MR. GORYUNOV: Can everyone hear me?

23 JUDGE CYGAN: Yes.

24 MR. GORYUNOV: I have two extra steps I have to unmute on
25 my computer and also on my microphone. Just two very brief points, Your

1 Honors.

2 Judge Cygan, during Patent Owner's presentation, you pointed to
3 column 30 of the '047 patent, where it explains that a service can be for one
4 or more subscribers in an enterprise or in a family plan or a family group.
5 That is exactly the situation that Raleigh talks about, using the exact same
6 terminology. Now, Raleigh is an extensive reference, but it shouldn't be
7 faulted for being comprehensive. Raleigh describes the same core concepts
8 as the '047 patent, and that's facilitating user choice in services, different
9 providers, different service plans. Raleigh explores this idea exhaustively,
10 describing numerous embodiments, and it should be viewed as a good thing,
11 not as a potential defect as Patent Owner now seems to be suggesting. And
12 Cisco's petition identified repeatedly how Raleigh suggests combining its
13 various discussions.

14 Unless you have questions, I think that concludes my presentation.

15 JUDGE CYGAN: Thank you, Counsel. And if there are no other
16 questions from the panel, Patent Owner, would you like to proceed with
17 your sur-rebuttal?

18 MR. STEPHENS: Yes, Your Honor. Just quickly, I point out, yes,
19 Raleigh's long, that's no knock on Raleigh, but in terms of the Petitioner's
20 burden, to come in and take different sections of it and to combine it
21 together, there has to be more than, well, Raleigh says you can combine
22 certain sections with other sections, those, you know, Petitioner is not being
23 careful about where Raleigh says you could use this particular, you know,
24 notification in this other process.

25 Petitioner's not being careful about that, and in terms of its burden

1 and the notice that has to be provided to Patent Owner, in terms of what does
2 this final thing look like that's put together, I mean, that is Petitioner's
3 burden, and there is nothing more than saying, you know, it's actually pretty
4 clearly laid out in the petition in terms of what they consider the
5 combination to be.

6 For example, on page 18 of the petition the Petitioner kind of
7 breaks it down and organizes and says, well, there's three main parts of
8 Raleigh that we're combining. You have the service selection activation,
9 group account management, and service provider network provider API
10 integration. And the way that combination is described is this at the bottom
11 of that page 18 of the petition, in the resulting combination the service
12 selecting and activation procedures of Figures 35A to 36B would be
13 performed for a master service account using integrated APIs et cetera.

14 And so, what the combination is from our understanding of the
15 petition is that you're taking the service selection and activation of Figures
16 35A to 36B, and that is for a master service account. That alone is not
17 sufficient to -- certainly to meet the claims as discussed in our briefing.
18 And doesn't -- you know, to the extent that there's some other modifications
19 or combinations being made to those processes, that combination itself
20 doesn't explain to Patent Owner or the Board what those modifications
21 might be or their reasons for doing them.

22 And so, the default is certainly not Raleigh's in terms of the
23 purpose that Raleigh exists, but if Petitioner wants to try to use it as prior art
24 for a patent, they certainly have to follow the laws of obviousness in
25 upholding their burden to explain what the combination is and the

1 motivations and reasons that one of ordinary skill in the art would have
2 combined them.

3 So, I would urge the Board not to look simply at superficial
4 similarities and individual aspects or words of Raleigh with the '047 patent,
5 but to look at the claim as a whole, as their briefing explains, and to
6 determine that Petitioner has not met its burden to show invalidity of any
7 claim of the '047 patent.

8 If there are no further questions, I will conclude. Thank you, Your
9 Honors.

10 JUDGE CYGAN: Thank you, Counsel. I'd like to thank both
11 counsel for your attendance and your presentation. I appreciate the level of
12 preparedness and the demonstrative exhibits, which were useful for us in
13 following the arguments today. A final written decision will be issued in
14 due course. Please stay on the line to answer any questions that the court
15 reporter may have. This concludes the proceeding.

16 (Whereupon the above-entitled matter went off the record at 10:04
17 a.m.)

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