

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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QUOTIENT TECHNOLOGY, INC.,  
Petitioner,

v.

INTELLIGENT CLEARING NETWORK INC.,  
Patent Owner.

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Case No. IPR2024-01323

U.S. Patent No. 9,070,133

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**Petitioner's Reply To Patent Owner's Preliminary Response**

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Patent Trial and Appeal Board  
U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

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In its Preliminary Response (“POPR”), Patent Owner argues that Paul does not disclose claim element [1.5] (and similar claim elements [11.5], [17.5], [25.5], [30.5], and [33.5] reciting a “valid coupon”) based on an incorrect representation of Petitioner’s claim construction position in District Court, which only relates to claim “validation” as used in claim element [11.6]. As Patent Owner’s argument is based on this incorrect representation, Patent Owner’s arguments that Paul does not disclose claim elements [1.5], [11.5], [17.5], [25.5], [30.5], and [33.5] should be rejected.

## **I. ARGUMENT**

### **A. Petitioner Has Not Sought To Construe “Valid Coupon” In Claim Element [1.5] And Similar Claim Elements**

Claim element [1.5] recites in part: “determining whether at least one *valid coupon* is associated with the unique account identifier in a database of accounts.”<sup>1</sup> As demonstrated in the Petition, Paul discloses a central server which identifies the customer and identifies applicable coupons for the customer. Petition at 30–31; Ex-1004, ¶¶ 59, 83, 86, 129. Further, Paul discloses software which can determine whether coupons are valid. Petition at 30; Ex-1004, ¶ 83. Therefore, Paul discloses “determining whether at least one valid coupon is associated with the unique account

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<sup>1</sup> Patent Owner does not distinguish between claim elements [1.5], [11.5], [17.5], [25.5], [30.5], and [33.5], thus arguments herein made in reference to [1.5] should be understood to be equally applicable to the other claim elements.

identifier in a database of accounts.”

In its response, Patent Owner represented to the Board that in the District Court “Petitioner contends that a ‘valid’ coupon requires a determination ‘whether the purchase requirements of the [coupon/incentive/etc.] have been met.’” POPR at 13. Patent Owner then argues that Paul does not disclose the additional limitations necessary to meet this claim construction. *Id.* However, Petitioner has not sought to construe the terms “valid” or “valid coupon” in [1.5], but rather “validation” which only appears in [11.6].<sup>2</sup> *See* Ex. 2001 at 3–4 (Term 3). Therefore, Patent Owner’s argument is meritless.

In the District Court, Petitioner argues that the term “validation” in [11.6] is a term of art in coupon processing that refers to determining whether the purchase requirements of the coupon have been met before allowing a coupon to be redeemed during checkout.<sup>3</sup> Ex-1025 at 6–10.

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<sup>2</sup> In the Joint Claim Construction Chart, Petitioner only identified claim 11 for construction for Term 3—not claims 1, 17, 25, 30, and 33, which recite the “valid coupon” term. *Id.* If Petitioner were seeking to construe “valid coupon,” claims 1, 17, 25, 30 and 33 would have been identified in the Joint Claim Construction Chart.

<sup>3</sup> Although Term 3 in the Joint Claim Construction Chart proposes construing “validated,” and the term “validated” appears in [11.5], [25.5], and [33.5], Petitioner is not proposing to construe “validated” in the ’133 Patent. Instead, the term “validated” refers to claims 32, 51, and 53 in related U.S. Patent No. 9,098,855. In the context of those claims, validated has the same meaning as validation in the ’133 Patent.

The language of claim 11 makes clear that the term “valid” used in the context of “valid coupon” is distinct from the term “validation” because the determination of whether a coupon is valid happens at the coupon processing server and subsequent validation of the valid coupon happens at the point of sale terminal. For example, [11.5] recites in part: “where a *valid coupon* is a coupon that has been validated by the coupon processing server.” Further, [11.6] recites in part: “the point of sale terminal completing the purchase transaction by *validation* of the at least one *valid coupon* against the purchased transaction.” It is clear from these limitations that “validation” is not the same as a “valid coupon.” Thus, Patent Owner’s misattributed construction for “valid coupon” is inconsistent with the way the terms are used in the claims and Petitioner’s position.

**B. Patent Owner’s Arguments That Paul Does Not Disclose Claim Element [1.5] Depend Upon This Misattributed Claim Construction**

Throughout its POPR, Patent Owner’s arguments that Paul does not disclose [1.5] are premised on the notion that Petitioner must demonstrate that Paul discloses coupon validation at the coupon processing server. In doing so, Petitioner conflates a valid coupon with a coupon that has gone through validation—which as explained above are distinct concepts. For example, Patent Owner argues that “Paul does not determine whether any coupon stored in a customer account at the database server is *valid* prior to sending the coupon to a POS location” and “only later in a

transaction does Paul obtain *the terms and conditions of coupons to make a determination about the validity* of the previously sent coupons.” POPR at 1–2 (emphasis added). Patent Owner also argues that Paul does not “*validate*” a coupon until block 575 and upon the condition that “*product purchases meet the terms and conditions of coupon offer.*” POPR at 26. Whether the terms and conditions of a coupon are met has nothing to do with coupon validity in [1.5].

In other words, Patent Owner’s arguments presume that Petitioner’s proposed claim construction for validation in [11.6] applies to the valid coupon in [1.5] and that a valid coupon is a coupon that has gone through validation. Again, that is not Petitioner’s proposed construction. The requirements for coupon validation are irrelevant to the existence of a valid coupon in Paul.

For at least these reasons, the Patent Owner’s argument that Paul does not disclose [1.5] and similar elements in other independent claims should be rejected.

**C. Brown Discloses Coupon Validation At The Coupon Processing Server**

To the extent the Board adopts a construction of valid coupon as requiring a “determination ‘whether the purchase requirements of the [coupon/incentive/etc.] have been met’” (POPR at 13), Brown discloses this occurring at the coupon processing server and before sending to the point of sale terminal. *See* Petition at 31–32. Specifically, Brown discloses that “transaction data (e.g., product ID) and the program account information (e.g., account number on the card 150) is sent

through benefits network 116 to the DBMS 120, so that the database 122 . . . and may determine whether there are currently valid coupons in the account (e.g., the transaction date matches the redemption dates for any coupons), step 526.” Ex-1005 at [0039]. “Next, DBMS 120 determines at step 528 which if any of the products being purchased are eligible under the program by *comparing products purchased against the product numbers or IDs in table 410*.” Ex-1005 at [0039]. DBMS 120 is a coupon processing server. Petition at 32. Further, Brown discloses that “[i]f the account is active and has at least one valid coupon, then the information in screen 310 seen in FIG. 3 is displayed at POS terminal 102, step 536, in order for the customer to see which products are eligible.” Ex-1005 at [0040].

Despite Patent Owner’s arguments, a POSITA would have been motivated to combine Paul and Brown, and would have had a reasonable expectation of success in doing so. Petition at 16–21. Sepcifically, a POSITA would be motivated to combine Brown and Paul because sending coupons that are invalid (expired, already redeemed, or otherwise) could lead to improper redemptions, which are expensive to manufacturers and retailers. Petition at 20. A POSITA would know to look at art in the same field to to find ways to reduce this risk. *Id.*

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**CERTIFICATE OF SERVICE**

The undersigned certifies service pursuant to 37 C.F.R. §§ 42.6 of a copy of this **Petitioner's Reply To Patent Owner's Preliminary Response** upon Patent Owner by email on February 10, 2025, to the following email address of record: [whelge@bdiplaw.com](mailto:whelge@bdiplaw.com), [jwilson@bdiplaw.com](mailto:jwilson@bdiplaw.com), and [erobinson@bdiplaw.com](mailto:erobinson@bdiplaw.com).

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Respectfully Submitted,

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