

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

QUOTIENT TECHNOLOGY, LLC,
Petitioner,

v.

INTELLIGENT CLEARING NETWORK INC.,
Patent Owner

Case IPR2024-01323
U.S. Patent No. 9,070,133

**PATENT OWNER'S SUR-REPLY IN SUPPORT OF ITS
PRELIMINARY RESPONSE**

Patent Owner’s POPR argument does not rely on Petitioner’s litigation claim construction positions. Instead, Patent Owner’s position was far simpler: Paul retrieves all available coupons stored in a customer’s account at the database server and transmits all those coupons to Paul’s portable scanner system (PSS) at a store without determining whether any coupon stored in a customer account at the database server is valid. POPR, 1-2, 22-27. Referring to Paul’s Figure 10, Patent Owner explained that Paul accesses a registered customer’s files in block 515, but does not validate a coupon until block 575, and the coupon validation at block 575 is not performed in response to receiving a user’s account identifier. *Id.* Paul, which retrieves all stored coupons without making any determination of whether a stored coupon is valid, does not satisfy the claim language.¹ POPR, 13-14, 27-28 (“Petitioner offers no reason why a POSITA would have viewed Paul’s accessing of a customer account prior to block 575 as directed to retrieving *valid* coupons, given that Paul does not even determine the terms and conditions for those coupons—much less determine whether those terms and conditions are met—until much later in Paul’s process.”).

¹ For example, claim 1 recites in relevant part, “in response to receiving the unique account identifier, determining whether at least one *valid coupon* is associated with the unique account identifier *in a database of accounts*.” (emphasis added).

Critically, Petitioner’s Reply offers no reason why Paul’s retrieving of all stored coupons, without knowing or determining whether any are “valid,” satisfies the claim language. Petitioner complains that Patent Owner’s discussion of Paul somehow hinges on an inaccurate interpretation of “valid coupon,” but all Patent Owner has done was give meaning to the complete term. Despite taking issue with Patent Owner’s technical discussion of Paul, Petitioner concedes that it “has not sought to construe ‘valid coupon’ in claim element [1.5] and similar claim elements.” Reply, 1 (heading format omitted).

Instead, Petitioner avoids the concept of a “valid coupon” entirely, stating that Paul’s central server “identifies *applicable* coupons for the customer.” Reply, 1.² Then, Petitioner asserts that “Paul discloses software which can determine whether coupons are valid.” Reply, 1. Putting aside that Petitioner provides no details about this “software,” what the software is doing to determine whether coupons are “valid,” or even what “valid” means in that sentence, Petitioner cannot and does not point to any disclosure in Paul that links this alleged software and

² This statement is also incorrect. Paul’s server sends all “available” coupons in a customer account to the store’s POS terminal 235. The POS terminal then determines whether any coupons are *applicable* to the customer’s purchases. Paul, Fig. 10 (steps 520, 530), ¶0088.

Paul’s retrieving of coupons from a customer’s account. Paul waits to determine whether a coupon is valid until after the coupon is sent to the point-of-sale terminal, and even then does so only after numerous other conditions are satisfied. POPR, 25-26 (“Paul makes no determination about whether any CBCs saved in a customer account are valid unless and until Paul transmits CBCs from the customer account to the POS terminal 235, compares the retrieved CBCs with PBCs in a customer’s intended purchase, finds a matched manufacturer code, transmits a matched CBC to an in-store server 240 or central server 290 in block 540 to determine if there is a matching coupon in the coupon database[, and determines the terms and conditions of the coupon]. ... Paul will not ‘validate’ a coupon until block 575, and this does not occur in response to receiving a user’s account or account identifier, but rather upon the condition that ‘product purchases meet the terms and conditions of coupon offer.’”).

Notably, Petitioner’s claim construction position for “valid coupon” remains unclear even after being allowed to spend an additional five pages discussing it in the Reply³. This is plainly evident in footnote 3 of the Reply. Reply, 2 n.3. There,

³ Adding to the confusion, the Reply does not state whether Petitioner is now adopting its district court claim construction positions in this IPR, or maintaining that no terms require construction.

Petitioner states that “validation” has the same meaning as “validated” in the ’855 patent, but “validated” in the ’133 patent does not have the same meaning as “validation” in the ’133 or ’855 patents. *Id.* Adding to this confusion, Petitioner maintains that “valid coupon” requires no construction, and even states that “[w]hether the terms and conditions of a coupon are met has nothing to do with coupon validity in [1.5].” Reply, 4. This position makes no sense, and only magnifies Petitioner’s weakness in the Paul reference. In fact, the Board’s regulations require a petition to set forth “[h]ow the challenged claim is to be construed,” and Petitioner’s clear disregard for this requirement should result in denial of the Petition. 37 C.F.R. § 42.104(b).

But Petitioner also fails on the merits. Short of improperly eliminating the term “valid” entirely from “valid coupon,” Petitioner offers no construction of “valid coupon” that would support Petitioner’s argument that Paul somehow discloses element [1.5]. Per Petitioner, Patent Owner’s argument is wrong because it presumes “that a valid coupon is a coupon that has gone through validation.” Reply, 4. Petitioner responds by stating “that is not Petitioner’s proposed construction,” but refuses to state what its interpretation of “valid coupon” is. *Id.* Moreover, claims 11 and 25 expressly state, “where a valid coupon is a coupon that has been validated.” *See* ’133 patent, element [11.5] and [25.5]. To the extent

Petitioner views a “valid coupon” differently, it has failed to disclose that interpretation to the Board.

Finally, the Reply restates the Petition's argument regarding Petitioner's proposed modification of Paul in view of Brown, which Patent Owner fully addressed in the POPR. POPR, 31-38. But the Reply chooses not to address Dr. Mowry's lack of qualifications to opine on asserted facts such as the cost of improper coupon redemptions to manufacturers and retailers. *See* Reply, 5 (reiterating unsubstantiated facts to justify combining Paul and Brown). Those facts are the foundation on which Petitioner bases its combination of Paul and Brown, and Petitioner also fails to address how its obviousness motivation is established once Dr. Mowry's unqualified statements are disregarded. Also, in attempting to protect Paul from “improper redemptions,” the Reply fails to address that Paul already implements a validation step to protect against improper redemptions, and purposefully positions this step later in the process to consider other factors surrounding coupon redemption, such as manufacturer sales goals. *Id.* In sum, Petitioner wholly fails to refute Patent Owner's arguments against the combination of Paul and Brown.

For these reasons and the reasons set forth in the POPR, the Petition should be denied, and no *inter partes* review should be instituted.

Dated: February 17, 2025

/Wayne M. Helge/

Wayne M. Helge, Reg. No. 56,905

James T. Wilson, Reg. No. 41,439

BUNSOW DE MORY LLP

277 S. Washington St., Suite 210 #1088

Alexandria, VA 22314

T: (571) 208-0186

Email: whelge@bdiplaw.com

Email : jwilson@bdiplaw.com

Counsel for Inmar Brand Solutions, Inc.

CERTIFICATE OF SERVICE

Petitioner has consented to e-mail service in this proceeding. Pursuant to 37 C.F.R. §42.6, the undersigned certifies that on this date, a copy of the foregoing document was served by email upon the following counsel at the below email addresses:

Gibson, Dunn & Crutcher LLP
Brian M. Buroker – bburoker@gibsondunn.com
Brian A. Rosenthal – brosenthal@gibsondunn.com
Katherine Q. Dominguez – kdominguez@gibsondunn.com
Emily Whitcher – ewhitcher@gibsondunn.com
Ronald Lee – ronaldlee@gibsondunn.com

Dated: February 17, 2025

/Wayne M. Helge/
Wayne M. Helge (Reg. No. 56,905)
BUNSOW DE MORY LLP
277 S. Washington St., Suite 210, #1088
Alexandria, VA 22314
Email: whelge@bdiplaw.com
Telephone: 571-208-0186

Counsel for Inmar Brand Solutions, Inc.