

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND/ODESSA DIVISION**

CARDWARE INC.,

Plaintiff

v.

GOOGLE LLC,

Defendant.

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Civil Action No. 7:24-CV-00278-DC-DTG

JURY TRIAL DEMANDED

**DEFENDANT GOOGLE LLC'S OBJECTIONS TO CLAIM CONSTRUCTION
MEMORANDUM AND ORDER (DKT. 101)**

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I. INTRODUCTION

Pursuant to Federal Rule of Civil Procedure 72(a), Defendant Google LLC (“Google”) submits these objections to Magistrate Judge Gilliland’s Claim Construction Memorandum and Order (Dkt. 101) (“Order”). Respectfully, the Order includes findings that are contrary to law or clearly erroneous. Google requests an order finding that Terms A, D, E, and F, listed below, are indefinite for the reasons demonstrated in Google’s claim construction briefing (Dkts. 58 and 71)¹ and/or at the *Markman* hearing (*see Markman* transcript (Ex. 1)).

II. ARGUMENT

A. **Term A: “payment information,” “issued payment information,” “an issuer provided payment information,” “the issuer provided payment information,” “a static device account number payment information,” “the payment information,” “a issuer provided payment information,” “issuer provided payment information” (US 10,339,520 Patent, Claim 10)**

Google objects to the Order’s construction of “the payment information” in Claim 10 of the ’520 Patent because it is based on an erroneous reading of the intrinsic record. The Order erred in construing the antecedent basis for “the payment information” as “payment information” recited in the preamble for the reasons detailed below. Order at 7-15. Google further objects to the Order’s analysis of “payment information” appearing in the dynamic generation step because it interprets that term inconsistently with the scope of “payment information” in the preamble. And

¹ The Order states that certain portions of Google’s Reply Brief (Dkt. 71) were not considered because they were set forth in a portion of the brief exceeding the Court’s standing ten-page limit for reply briefs “where less than three patents are at issue for claim construction.” *See, e.g.*, Order at 20 (citing Standing Order Governing Proceedings (OGP) 4.4—Patent Cases, at 8; Aug. 2, 2022 Standing Order Governing Patent Proceedings, at 4). Google disagrees that its Reply Brief exceeded the page limit set by the OGPs for two reasons. First, the OGPs state that the page limit for a claim construction reply brief for 3-5 patents is 15 pages. In this case, there are four asserted patents and Google’s Reply Brief was 15 pages. Second, assuming for the sake of argument that the OGPs are based upon the number of patents “at issue” for claim construction, all four asserted patents were at issue in the claim construction proceedings, per the Joint Claim Construction Statement. *See, e.g.*, Dkt. 85 at 2-3 (noting agreed-upon constructions in both the ’579 and ’634 Patents).

Google objects to the analysis related to “a issuer provided payment information” because the Order does not resolve the meaning of that term with reasonable certainty.

First, Claim 10 of the ’520 Patent is indefinite because it recites various types of “information” such that the antecedent basis for “the payment information” (’520 Patent at 17:21) is not reasonably certain. Dkt. 58 at 4-5 (noting potential antecedent terms “payment information” (preamble), “issued payment information,” “issuer provided payment information,” and “static device account number payment information”). The language of Claim 10 provides no indication of which antecedent “information” term (or plurality of “information” terms) is intended by the recitation of “the payment information.” *Id.* The Order finds that the antecedent for this disputed term is the preamble’s “payment information.” Order at 13 (stating that the preamble’s “payment information” is for “ultimately making a payment transaction”). But the preamble recites “storing . . . payment information.” ’520 Patent at 17:8-9. The payment information used to make a payment transaction that is generated in the final limitation is not stored. Rather, the only value in the claim that is stored is the “static device account number payment information.” *See id.* at 17:8-33. The Order’s analysis that “the payment information” refers back to the preamble’s “payment information” and cannot refer back to the “static device account number payment information” is therefore erroneous.

The scope of “payment information” in the dynamic generation step is also not reasonably certain. Dkt. 58 at 8-9. Claim 10 recites the dynamic generation of a one-time limited-use number based on at least one of a set of information that includes “payment information.” ’520 Patent at 17:24-29. The Order found that “payment information” in the preamble is for “ultimately making a payment transaction.” Order at 13. The Order also stated that the “payment information” term recited in the dynamic generation step is recited without any article and can be *any* information

related to payment. Order at 14. Further, at the *Markman* hearing, CardWare argued that this “payment information” term is broader than the “payment information” recited in the preamble. Order at 14; Hrg. Tr. at 17:24-18:23. The Order found that this does not give rise to any lack of reasonable certainty, in effect ascribing a different scope to “payment information” depending on which part of the claim it is found. Order at 14. Such a finding is clearly erroneous and contrary to law. *See PODS, Inc. v. Porta Stor, Inc.* 484 F.3d 1359, 1366 (Fed. Cir. 2007) (“We apply a ‘presumption that the same terms appearing in different portions of the claims should be given the same meaning unless it is clear from the specification and prosecution history that the terms have different meanings at different portions of the claims.’” (citations omitted)); *see also Phillips v. AWH Corp.*, 415 F.3d 1303, 1314 (Fed. Cir. 2005) (en banc). The intrinsic record provides no suggestion (much less clarity) that the term “payment information” means different things in different parts of Claim 10.

The Order also does not resolve the ambiguous scope of “a issuer provided payment information” in limitation 10[e] (’520 Patent at 17:21-23).

10. A method of storing and generating payment information in an electronic device, the method comprising:

accepting a user input of issued payment information input at a touch screen display of the electronic device, wherein the information comprises an issuer provided payment information;

wherein the electronic device comprises device-specific and user-specific information; and,

wherein the issuer provided payment information is communicated wirelessly; and,

receiving wirelessly a static device account number payment information for storage on the electronic device; and wherein

at least a portion of the payment information is a limited-use number for limited use by the device, in place of a issuer provided payment information; and,

'520 Patent at 17:8-23. It is unclear whether “a issuer provided payment information” (*id.* at 17:22-23) in limitation 10[e] is the same as or different from the earlier-recited “issuer provided payment information” (*id.* at 17:12-13) in limitation 10[a]. On the one hand, the introduction of “issuer provided payment information” in limitation 10[e] with the indefinite article “a” suggests that this is a new recitation of issuer provided payment information—different from “issued payment information” or “an issuer provided payment information” recited earlier in the claim. *See* '520 Patent at 17:10-13; Dkt. 58 at 9-10. During the *Markman* hearing, CardWare took that position:

The Court: Is it your position that this – at this point in 10(e) when they recite a issuer provided payment information that that's a new introduction of a new term rather than referring back to an existing term?

Mr. Berkowitz (CardWare): That's right, your Honor. That's the indication of the word of “a,” yeah.

Hrg. Tr. at 20:16-21. The Order found that “limitation 10[e] uses the indefinite article, ‘a,’ to recite that ‘the payment information’ is distinct from ‘a issuer provided payment information’ in general,” without resolving the ambiguity of the disputed term. Order at 14. On the other hand, in its claim construction briefing, CardWare took the position that “the payment information” in limitation 10[e] cannot refer to “issued payment information” ('520 Patent at 17:10) or “an issuer provided payment information” (*id.* at 17:12-13) because “the payment information” must be used *in place of* those types of information. Dkt. 63 at 9-10 (“The complete ‘payment information’ is used in place of ‘a issuer provided payment information,’ which could be the ‘issuer provided payment information’”); *see also id.* at 6-7. That is, CardWare argued that because “a issuer provided payment information” ('520 Patent at 17:22-23) was referring back to the earlier-introduced “an issuer provided payment information” (*id.* at 17:12-13), “the payment information” could not be interpreted to mean “issued payment information” or “an issuer provided payment

information.” The Order agreed. Order at 12 (“In the recital of ‘the payment information’ in limitation 10[e], this information is for use ‘in place of a issuer provided payment information,’ so ‘the payment information’ in limitation 10[e] does not refer to ‘issuer provided payment information’ or ‘issued payment information.’”). These findings are at odds with one another and do not clarify whether the use of the indefinite article “a” before the disputed term is a newly recited instance of issuer provided payment information or a reference back to some earlier recited issuer provided payment information. Given these inconsistencies, the Order is clearly erroneous.

B. Term D: “said information” (US 11,176,538 Patent, Claim 9)

Google objects to the Order’s construction of “said information” in Claim 9 of the ’538 Patent because it is based on an erroneous reading of the intrinsic record and is contrary to Federal Circuit law. The Order erred in construing the antecedent basis for “said information” in Claim 9 as “said transaction-specific sequence count information, said device-specific information, said user-specific information, and said authority-specific information” in Claim 8 (Order at 24-27) because that construction finds no support in the intrinsic record as detailed below. *Multiform Desiccants, Inc. v. Medzam, Ltd.*, 133 F.3d 1473, 1477 (Fed. Cir. 1998) (stating that the court is to perform the claim construction analysis by reviewing the same resources as would a person having ordinary skill in the art, viz., the patent specification and the prosecution history).

The antecedent basis for “said information” in Claim 9 is unclear because it may be any subset or combination of the various types of “information” recited in Claims 1 and 8. Dkt. 58 at 15-16. CardWare asserted that the antecedent basis for the disputed term refers to the four pieces of information introduced at the end of Claim 8. *See* ’538 Patent at 21:67-22:4. The Order found that “[i]n context, [] the recital of ‘combining said information elements including: said transaction-specific sequence count information, said device-specific information, said user-specific information, and said authority-specific information’ in Claim 8 provides reasonably clear

implicit antecedent basis for the recital of ‘combining of said information’ in Claim 9.” Order at 26. In addressing Google’s *Markman* hearing arguments, the Order stated that “[a] fair reading of Claims 8 and 9 in conjunction with each other [] is that the recital of ‘combining of’ in Claim 9 links ‘said information’ to the recital of ‘combining’ in Claim 8.” *Id.* at 27.

The Order fails to explain how Claims 8 and 9 are linked by “reasonably clear implicit antecedent basis” given that various other “information” terms also could be possible antecedents for the disputed term. *See* Dkt. 58 at 16 (noting various other “information” terms in Claims 1 and 8).

1. A method of performing a payment transaction, the method comprising:

...

displaying, on a display of the device, a transaction payment request and at least a portion of **an original static issuer-supplied payment account information** associated with a payment method, for a user selection in paying the payment request; and,

retrieving from a memory attached to a processor of the device, **a device-specific static limited-use payment information**, associated with said selected payment method; and,

dynamically generating, by a processor of the device, **device-specific limited-use payment information**, for said selected payment method; and,

using said **limited-use payment informations** in place of at least a portion of said selected original issuer-supplied payment information for the transaction; and,

8. The method of claim 1, wherein the generating the limited-use payment information is comprising:

a device-specific account number; and, a device-internal transaction sequence counter count; and, **an information unique to the user and device** which does not pass in the transaction; and,

at least one payment authority-supplied information which does not pass in the transaction, **wherein the complete device payment information** is only valid for use in place of an issuer payment method in authorizable payments when comprising **all valid device generated limited-use information elements**, and

wherein said generating is limiting in-scope-of-use **said generated payment information**, for said user-selected issuer payment method option, to a unique-per-device unique-per-use one-time transacting by said combining device; by combining **said information elements** including: **said transaction-specific sequence count information**, **said device-specific information**, **said user-specific information**, and **said authority-specific information**.

Google *Markman* Demonstratives at 24 (illustrating potential antecedent terms in Claims 1 and 8 of the ’538 Patent). Further, even assuming that the “combining” limitation (’538 Patent at 21:67-22:4) of Claim 8 provides the antecedent basis for the disputed “said information” term in Claim 9, the intrinsic record provides no guidance on whether the disputed “said information” term encompasses all four of CardWare’s proposed terms rather than a subset of them. Similarly, the intrinsic record does not provide any guidance on whether the antecedent basis for “said information” should be limited to the four pieces of information recited in Claim 8. Indeed, the Order does not account for the fact that the proposed antecedent terms appear in an open-ended

clause of Claim 8 indicating that other pieces of information may be included in the “combining” step. *See* ’538 Patent at 21:67-22:1 (“by combining said information elements **including**,” (emphasis added)); *Mars Inc. v. H.J. Heinz Co.*, 377 F.3d 1369, 1376 (Fed. Cir. 2004) (“The MPEP specifically provides that ‘[t]he transitional term ‘comprising,’ . . . is synonymous with ‘including,’ ‘containing,’ or ‘characterized by,’ [and] is open-ended and does not exclude additional, unrecited elements or method steps.’” (citation omitted)). Thus, the Order’s construction is clearly erroneous and contrary to law. Because a person of ordinary skill would not be able to discern which of the preceding terms are the proper antecedent(s) for “said information,” the term is indefinite.

C. Term E: “said information” (’538 Patent, Claim 27)

Google objects to the Order’s construction of “said information” in Claim 27 of the ’538 Patent. The Order construed the antecedent basis for “said information” as “a payment account information” and “a user information” in Claim 27. Order at 27-31. This is clearly erroneous because the intrinsic record fails to provide guidance regarding the scope of the disputed term.

Neither Claim 27 nor Claim 25 (from which Claim 27 depends) describe which, if any, of those claims’ previously recited “information” terms are encompassed within “said information” of Claim 27. Dkt. 58 at 18. The Order states that the phrase “said transaction sequence counter, said information and said secrets” in Claim 27 aligns with “device transaction sequence counter count, a payment account information, a user information, and information stored in the device and specific to the device and which is not communicated in the transaction” in the preceding limitation. Order at 30. But the Order does not explain how the intrinsic record supports the argument that these phrases align with one another. *Id.* Indeed, the intrinsic record provides no guidance regarding the scope of “said information” in Claim 27 and does not detail that the disputed term would refer back to simply two pieces of information. The Order also notes that CardWare admitted the word “information” is a “collective noun” that can encompass multiple

pieces of information. *Id.*; Hrg. Tr. at 39:25-40:7. Yet the Order fails to reconcile this admission with the idea that the disputed term is reasonably clear. *Id.* Instead, the Order states that Claim 27’s surrounding language should be considered and reasons that to “whatever extent there is any purported confusion, the operable principle is that the claims are read primarily from a technical perspective rather than a legal perspective, and from this perspective the antecedent basis is reasonably clear.” Order at 30 (citations omitted). The Order fails to explain *how* the surrounding claim language makes the disputed term “reasonably clear” and cites to no portion of the intrinsic record in support. *Id.* Nor does the Order explain how a technical perspective—to the extent it is different from a legal perspective—would provide a person of ordinary skill with a reasonably certain understanding of the disputed term. The Order is therefore clearly erroneous.

D. Term F: “said secrets” (’538 Patent, Claim 27)

Google objects to the Order’s construction of “said secrets” in Claim 27 of the ’538 Patent because it is based on an erroneous reading of the intrinsic record and fails to account for CardWare’s contradictory interpretations of the disputed term. The Order erred in construing the antecedent basis for “said secrets” as “information stored in the device and specific to the device and which is not communicated in the transaction” in Claim 27. Order at 31-34.

Neither Claim 27 nor Claim 25 (from which Claim 27 depends) recite any “secret” or “secrets” that the disputed term “said secrets” could be referencing as the antecedent basis. Dkt. 58 at 20. In its briefing, CardWare asserted that because the information stored in the device and specific to the device is not communicated in the transaction but still known to the device and the payment processing authority, then such information must constitute “secrets.” Dkt. 63 at 20. The Order reasons that “said secrets” in Claim 27 “aligns with the recital of ‘information stored in the device and specific to the device and which is not communicated in the transaction’ in the immediately preceding limitation of Claim 27.” Order at 33. The Order further stated that the

specification refers to “secrets” and therefore provides additional context for understanding Claim 27’s usage of “said secrets.” Order at 33 (citing ’538 Patent at 7:20-25).

This rationale finds no support in the intrinsic record for two reasons. First, the language of the claim does not indicate that information that is not communicated in a transaction constitutes a secret. *See* ’538 Patent at 25:41-26:5. There is also no guidance in the intrinsic record that the disputed term “aligns” with CardWare’s proposed antecedent. Further, the portion of the specification cited in the Order describes “secrets,” among other types of information, in the context of creating a “limited-duration payment number.” *See* ’538 Patent at 7:20-25 (“The limited-duration payment number is able to be generated according to . . . user key or secrets, on-card unique hardware secrets, payment authority key or secrets”). But Claim 27 is directed to the cryptographic computation of *a one-time-use cryptogram number*. *Id.* at 25:41-26:5 (emphasis added). There is no portion of the intrinsic record that equates a limited-duration payment number with a one-time-use cryptogram number. *See generally* Order at 31-34. Thus, the intrinsic record fails to provide guidance regarding the scope of “said secrets” in Claim 27.

Second, CardWare’s inconsistent and contradictory interpretation of “said secrets” highlights the unclear scope of the term. Specifically, in its claim construction briefing, CardWare contended that the disputed term referred to “information stored in the device and specific to the device and which is not communicated in the transaction” in Claim 27. Dkt. 63 at 20. But in its infringement contentions CardWare mapped “said secrets” to “secret keys” while mapping “information stored in the device and specific to the device and which is not communicated in the transaction” to an IMEI number, MAC ID, SSID, and BSSID:

CardWare's Infringement Contentions Contradict Its Argument

U.S. Patent No. 11,176,538
Claim 27

27[d]: wherein further said cryptogram number is created by said device processor cryptographic combination of device transaction sequence counter count, a payment account information, a user information, and information stored in the device and specific to the device and which is not communicated in the transaction; and,	A Google Pay- and/or Google Wallet-enabled computing device, such as a smartphone, laptop, tablet, or smartwatch, performs operations wherein further said cryptogram number is created by said device processor cryptographic combination of device transaction sequence counter count (e.g., transaction-unique value), a payment account information (e.g., DPAN), a user information, and, upon information and belief, information stored in the device and specific to the device and which is not communicated in the transaction (e.g., IMEI no., MAC ID, SSID, BSSID).
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'538 Patent Infringement Contentions at 157

27[e]: wherein said transaction sequence counter, said information and said secrets are known to both said device, and to said payment processing authority; and,	A Google Pay- and/or Google Wallet-enabled computing device, such as a smartphone, laptop, tablet, or smartwatch, performs operations wherein said transaction sequence counter (e.g., transaction-unique value), said information and said secrets (e.g., secret keys) are known to both said device, and to said payment processing authority (e.g., TSP).
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'538 Patent Infringement Contentions at 157-158

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Google *Markman* Demonstratives at 32 (illustrating CardWare's failure to map the alleged antecedent to the same information as the disputed term). As Google explained at the *Markman* hearing, these types of information are not secrets. *See* Hrg. Tr. at 44:5-45:12. Regardless, what the infringement contentions reveal is that CardWare's current interpretation of "said secrets" differs from its interpretation of the term in its infringement contentions, where CardWare did not treat "said secrets" in limitation 27[e] as referring back to the "information stored in the device and specific to the device and which is not communicated in the transaction." CardWare's claim construction position is based on hindsight to avoid indefiniteness; its own *ex ante* interpretation of the claim language did not associate "said secrets" with the information referenced in limitation 27(d).

The Order's related reasoning is clearly erroneous in view of CardWare's briefing. Order at 33 ("Even if this infringement-contention-based argument is taken into consideration in these claim construction proceedings, Defendant identifies no restriction in the claim or the specification

(or even in any extrinsic evidence) regarding how widely the ‘secret’ can be known.”). In its Responsive Brief, CardWare stated that information is a “secret” by virtue of *only* being known to the device and the payment processing authority. *See* Dkt. 63 at 20 (“then such information must constitute ‘secrets’ **(because only the device and the payment processing authority know them)**”) (emphasis added)). In short, given the lack of restriction on the term and its proposed antecedent, a person of ordinary skill would not be reasonably certain regarding the scope of “said secrets.” *See Summit 6, LLC v. Samsung Elecs. Co.*, 802 F.3d 1283, 1291 (stating that use of “said” before a term indicates reference back to that previously-claimed term); *Baldwin Graphic Sys., Inc. v. Siebert, Inc.*, 512 F.3d 1338, 1343 (Fed. Cir. 2008) (noting that claims using the term “said” are “anaphoric phrases, referring to the initial antecedent phrase”).

III. CONCLUSION

For the foregoing reasons, and the reasons explained in Google’s claim construction briefing and at the related hearing, Google respectfully requests the Court to issue an order finding Terms A (“payment information” terms – ’520 Patent, Claim 10), D (“said information” – ’538 Patent, Claim 9), E (“said information” – ’538 Patent, Claim 27), and F (“said secrets” – ’538 Patent, Claim 27) indefinite.

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Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of September, 2025, a true and correct copy of the foregoing document was filed electronically with the Clerk of Court using the CM/ECF system. As of this date, all counsel of record have consented to electronic service and are being served with a copy of this document through the Court's CM/ECF system.

/s/ Matthias A. Kamber
Matthias A. Kamber