

UNITED STATES PATENT AND TRADEMARK OFFICE

---

BEFORE THE PATENT TRIAL AND APPEAL BOARD

---

APPLE INC.,  
Petitioner,

v.

MOZIDO CORFIRE-KOREA, LTD.,  
Patent Owner

---

IPR2022-01149  
Patent 10,233,692 B2

---

Record of Oral Hearing  
Held: October 3, 2023

---

Before KRISTEN L. DROESCH, MICHAEL R. ZECHER, and  
PAUL J. KORNICZKY, *Administrative Patent Judges*.

IPR2022-01149  
Patent 10,233,692 B2

APPEARANCES:

ON BEHALF OF THE PETITIONER:

ANDREW S. EHMKE, ESQUIRE  
JONATHAN BOWSER, ESQUIRE  
ANGELA OLIVER, ESQUIRE  
EUGENE GORYUNOV, ESQUIRE  
MICHAEL PARSONS, ESQUIRE  
CALMANN CLEMENTS, ESQUIRE  
Haynes and Boone, LLP  
2801 N. Harwood Street  
Suite 2300  
Dallas, Texas 75201  
(214) 651-5000

ON BEHALF OF THE PATENT OWNER:

JONATHAN K. WALDROP, ESQUIRE  
JOHN W. DOWNING, ESQUIRE  
Kasowitz Benson Torres, LLP  
1633 Broadway  
New York, New York 10019  
(212) 506-1700

BRANDON THEISS, ESQUIRE  
DANIEL GOLUB, ESQUIRE  
Volpe Koenig, PC  
30 S 17<sup>th</sup> Street, 18<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19103  
(215) 568-6400

The above-entitled matter came on for hearing on Tuesday,  
October 3, 2023, commencing at 11:32 a.m., in hearing room D at the U.S.  
Patent and Trademark Office, 600 Dulany Street, Alexandria, Virginia.

PROCEEDINGS

1 - - - - -

2 JUDGE KORNICZKY: Let's start again. This hearing is Apple Inc.  
3 versus Mozido Corfire-Korea Ltd. It's case IPR2022-01149. Counsel for  
4 Petitioner, will you please introduce yourselves again?

5 MR. EHMKE: Your Honor, this is Andrew Ehmke. With me are  
6 Jonathan Bowser, Eugene Goryunov, and Calmann Clements. Mr. Bowser  
7 will be presenting.

8 JUDGE KORNICZKY: Counsel for Patent Owner, will you please  
9 introduce yourself?

10 MR. THEISS: Hello, I'm Brandon Theiss. I'm counsel for the Patent  
11 Owner. Also with me is Dan Golub and I will be arguing this case.

12 JUDGE KORNICZKY: Very good. Real quick, as I said earlier, as  
13 you go through the slides, please make sure you identify a slide number.  
14 Mr. Bowser, you earlier said that you wanted to save ten minutes for rebuttal  
15 and I assume that's the same.

16 MR. BOWSER: Yes, your Honor.

17 JUDGE KORNICZKY: Okay. Would you please restart your  
18 presentation? And I request -- we're familiar with the spec and the claim.  
19 We'll just jump into, I guess, the claim construction issue, the temporary  
20 payment card. And restart your argument.

21 MR. BOWSER: Okay, yes. And your Honor, I have a question just  
22 for the completeness of the record. Would you like me to address the error  
23 in the construction as well or did you get my (inaudible) for that?

24 JUDGE KORNICZKY: Actually, would you just go to -- I think it  
25 was your slide 3. All right, it's slide 8, okay. And my understanding is that

1 on slide 8 you have limitation 1.6.2 and it says there's a first distance from  
2 the first portion of the screen towards a second portion of the touchscreen.  
3 And I understand from your statements earlier and the briefs that the parties  
4 agree that that is an error in the claim and that it should correctly say, a first  
5 distance from the second portion of the screen towards a first portion of the  
6 touchscreen. Is that correct?

7 MR. BOWSER: That is correct.

8 JUDGE KORNICZKY: Right. So and after we discussed that earlier  
9 before the court reporter lost us, after that, we went into the what the  
10 meaning of temporary payment card is. And I -- is that correct?

11 MR. BOWSER: Yes.

12 JUDGE KORNICZKY: So why don't we restart that? Because that  
13 is an important issue in this case, and hopefully you can remember what you  
14 were saying and we can start from there, what that term means.

15 MR. BOWSER: Okay, thank you, your Honor. So I'm moving to  
16 slide 9. And we see on slide 9 the instances of the term temporary payment  
17 card. And it's used in three limitations, 1.0, 1.4, 1.8, and our position all  
18 along has been that this term should be construed according to its plain and  
19 ordinary meaning. And the plain and ordinary meaning of this term is  
20 simply just a payment card that can be used for a limited time. I would point  
21 out too, your Honors, that in column 4, lines 25 to 28, that's where it first  
22 introduces the concept of a temporary payment card and there's just simply  
23 no definition.

24 What we have from the Specification of the '692 patent is simply that  
25 a temporary payment card is a card other than the main payment card.

26 Moving to slide 10, we see here on -- this is Dr. Houh, Petitioner's expert,

1 has pointed out that the term temporary payment card just simply means a  
2 card that should be used for a limited time. And we pointed out some  
3 dictionary definitions of the adjective temporary and the adjective temporary  
4 modifies the term payment card in the claims. And it's just simply a  
5 payment card that can be used for a limited time.

6 The terms temporary payment card or temporary card -- and we've  
7 argued and Patent Owner has as well, that the terms are synonymous, but  
8 Petitioner has indicated that this should be construed according to its plain  
9 and ordinary meaning. I'm going to turn to slide 11, which is the Patent  
10 Owner's construction. And there are several reasons why the construction is  
11 incorrect. We see on the right-hand side of slide 11, it's a payment card that  
12 can only be used for a payable time. We look back on -- if we can go back  
13 to slide 9 here just briefly, you'll see that that concept is recited nowhere in  
14 claim 1. And it's not recited in any specific claim. So what they're doing is  
15 they're improperly reading limitations into the claim. And this is sort of  
16 bedrock claim construction law. You should not read limitations into a  
17 claim that are not required.

18 I'm going to cover -- we've identified here on slide 11 four main  
19 reasons why the construction is incorrect, but I'm just going to cover two  
20 and I'll answer any questions you have. So what we have on slide 12 is we  
21 have the reproduction of the limitations of 1.0, 1.4, and 1.8, along with  
22 Patent Owner's construction. And we can see side by side here that concept,  
23 "can only be used for a payable time," it's just simply not recited at all.  
24 Nowhere in claim 1.

25 Moving to slide 13, another reason why the term temporary payment  
26 card should not be construed according to Patent Owner's construction is

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.