IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

QUEST NETTECH CORPORATION,	§ § §	Case No. 2:19-cv-00118-JRG
Plaintiff,	§ §	**JURY TRIAL DEMANDED**
v.	§ § §	
APPLE INC.,	§ § §	
Defendant.	§ § §	

PLAINTIFF QUEST NETTECH CORPORATION'S
REPLY CLAIM CONSTRUCTION BRIEF

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Pursuant to P.R. 4-5(c) and the Court's First Amended Docket Control Order (Dkt. 73), Plaintiff Quest NetTech Corporation ("NetTech") submits its Reply Claim Construction Brief.

I.   DISPUTED TERMS

A.   "[multiple account] electronic credit card"

Defendant does not dispute that this claim term is limiting, that the introduction of this term in the preambles of independent claims 10 and 23 serves as the antecedent basis for limitations in the body of the claims, and that this term breathes life into the claims. *See NTP, Inc. v. Research In Motion, Ltd.*, 418 F.3d 1282, 1305 (Fed. Cir. 2005). However, Defendant argues that it should be construed according to its plain and ordinary meaning.

Defendant posits that "multiple account electronic credit card" should be construed according to its plain and ordinary meaning, but does not identify the plain and ordinary meaning of the term. The reason is obvious: the claimed "multiple account electronic credit card" does not have a plain and ordinary meaning to one of ordinary skill in the art because it is a coined term to describe the inventive device. Lacking a plain and ordinary meaning to point to, Defendant offers dictionary definitions of "credit card" and argues that since jurors would understand the terms "multiple account" and "electronic," they would understand the claim term "multiple account electronic credit card." Dkt. 75 at 18-19.[1] But the term "multiple account electronic credit card" in the claims does not refer to a common "credit card" that somehow contains multiple accounts and is electronic. To the contrary, the specification explains that a "credit card" is in the prior art, stating that "there exist[] known financial data storage methods and apparatus that enable them to serve as cash substitutes" such as "familiar credit card[s]." Dkt. 70-2 at 1:17-20. The specification further acknowledges that with the prior art credit card, "the amount and types of

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[1] References to page numbers of Docket Nos. 70 and 75 found throughout this brief refer to page numbers as found in the ECF docket entries.

data stores are typically quite limited." *Id.* at 1:22-24. Using the prior art understanding of "credit card" to construe "multiple account electronic credit card" would contradict the specification and defeat the purpose of the present invention by reading out the essential structure of the invention as a portable electronic device that enables the user to make purchases using one or more accounts stored on the device.

Defendant's argument that NetTech's construction "attempts to broaden the claims from the narrower term 'credit card,' which has a well-understood plain and ordinary meaning, with the broader, vague term 'device'" is flawed because the specification shows that the inventive device is not structured as a "credit card." Figure 2 depicts the inventive device as including a processor, memory circuit, and wireless interface among other components. Dkt. 70-2 at Fig. 2. No one would mistake this device for a "credit card."

Finally, Defendant's argument that NetTech seeks its construction to preserve validity is false. NetTech stated that construction of this term is necessary to properly capture the thrust of the invention and to provide antecedent basis and structure to the claims. Dkt. 70 at 6-7. The fact that the claims, properly construed, cover a device that does more than download and store transactions is not a reason to reject the construction as preserving validity. The case cited by Defendant, *Rembrandt Data Techs., LP v. AOL, LLC*, is wholly irrelevant because there, the plaintiff sought to insert the phrase "said transmitter section" to correct "an obvious administrative or typographical error not subject to reasonable debate." 641 F.3d 1331, 1339 (Fed. Cir. 2011). As the Court stated in its order denying Defendant's motion to dismiss, NetTech seeks claim construction of this claim term as it is "necessary to fully understand the inventive concept of the '137 Patent." Dkt. 74 at 2. Accordingly, NetTech submits that "multiple

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