

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

RFCYBER CORP.,

Plaintiff,

v.

APPLE INC.,

Defendant.

Civil Action No. 6:21-cv-00916-ADA

**JURY TRIAL DEMANDED**

**DEFENDANT APPLE INC.'S REPLY CLAIM CONSTRUCTION BRIEF**

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*RF Cyber Corp. v. Google LLC*,  
No. 2:20-CV-274-JRG, 2021 WL 5357465 (E.D. Tex. Nov. 17, 2021).....3, 5

RFCyber ignores Apple’s constructions and the disputes between the parties and instead tries to rewrite Apple’s positions. For several disputed terms, RFCyber recharacterizes Apple’s position as trying to limit each term to a single specific function, rather than identifying a necessary, but not exclusive, aspect. Similarly, RFCyber fails to address the arguments in Apple’s opening brief, instead relying on arguments from a prior litigation analyzing different constructions than the ones Apple now proposes. For each disputed term, Apple’s constructions address and clarify the actual disputes between the parties and should be adopted

## I. DISPUTED CLAIM TERMS

### A. “e-purse” / “electronic purse” / “e-purse applet”

Term and Claims	Apple’s Construction	RFCyber’s Construction
“e-purse” / “electronic purse” / “e-purse applet” ’218 patent, claims 1, 3-7, 10-12, 14-15, 18 ’855 patent, claims 1, 3-6, 9, 12-15 ’787 patent, claims 1-3, 5-6, 11-13, 15-16 ’009 patent, claim 3 ’046 patent, claim 1	software that stores electronic financial information, including electronic value, in a local portable device	Regarding “e-purse” and “electronic purse”, “software that stores electronic financial information in a local device”  Regarding “e-purse applet”, Plain and ordinary meaning except for the term “e-purse”

RFCyber misunderstands Apple’s position. Apple’s construction requires that an e-purse be capable of storing electronic value, not that it must always do so. *Compare* Opening Br. at 9 (“The dispute regarding the ‘e-purse’ terms centers around whether the electronic information stored by an e-purse includes but is not limited to electronic value.”) to Response at 9 (arguing that the patent “does not require that every e-purse actually stores value”). A purse is a purse, regardless of whether it is empty or full, but software that lacks the ability to store electronic value cannot be an “e-purse.”

RFCyber concedes an e-purse is capable of storing electronic value. “There is no dispute that an e-purse *can* include some sort of stored value.” Response at 7 (emphasis in original). An e-purse, “[l]ike any purse, [] can include cash or credit cards or both.” *Id.* During prior litigation, “RFCyber explained that an e-purse can store money, but was not limited to such storage” and could store other information as well. *Id.* at 8 (“[A]n e-purse *can* store money, but it is not *required* to store money.”) (emphasis in original). RFCyber’s concessions are consistent with Apple’s construction, leaving little to no dispute between the parties.

The applicant’s statements during prosecution of the ’218 patent confirm that an e-purse stores electronic value. “[A]n e-purse in the instant application describes [] electronic money in a *local portable* device.” See Response at 8 (quoting Apple Ex. 1, ’218 File History, 12/31/2010 Resp. at 9) (emphasis in original). RFCyber now argues the applicant distinguished the Atsmon reference because it did not disclose storing electronic value in a local portable device (Response at 9), but the fact remains that the applicant characterized the e-purse “in the instant application” as one that holds “electronic money”—that is, value—in a local portable device.

RFCyber’s extrinsic evidence confirms that an e-purse is capable of storing electronic value. The Third Edition of Dictionary of Banking and Finance equates an “e-purse” with a “digital wallet,” see Response at 7, and explains that the digital wallet is a “piece of personalised software on the hard drive of a user’s computer that contains, in coded form, such items as credit card information [and] digital cash ... and can be used when paying for a transaction electronically.” Ex. A to Response (emphasis added). Earlier editions of the same dictionary define an e-purse as “a way of holding a virtual token when shopping” and users should “treat [their] e-purse like cash in a wallet.” Ex. 10, Dictionary of Banking and Finance, 106 (2d. ed. 2000) (“e-purse ... [a] concept developed to provide a way of holding a virtual token when

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