

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

PROXENSE, LLC,

Plaintiff,

vs.

SAMSUNG ELECTRONICS, CO., LTD.
AND SAMSUNG ELECTRONICS
AMERICA, INC.,

Defendant.

Case Nos. 6:21-cv-00210-ADA

JURY TRIAL DEMANDED

SAMSUNG'S REPLY CLAIM CONSTRUCTION BRIEF

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I. INTRODUCTION

On the merits, Samsung's constructions are based on the intrinsic record – from the specification and the file history. In their responsive brief, Proxense seeks to pick and choose portions of the intrinsic record where it helps them, leaving behind the portions that contradict its constructions. Nowhere is this more evident than Proxense's argument that the term "hybrid device" is not indefinite. As Samsung's expert and opening brief explained, the patent and intrinsic record does not inform one of ordinary skill in the art how this term should be understood. In response, Proxense – through attorney argument – merely picks part of the patent and summarily ignores the rest of the disclosure.

Avoiding the merits, Proxense manufactures disputes where there are none and asks for the extreme sanction that Samsung's opening brief be stricken and Samsung's claim construction arguments be "waived." But Samsung did not misrepresent any proposed construction set forth by Proxense – and wholly relied on Proxense's disclosures required under the Court's rules. Proxense, on the other hand, apparently changed its constructions at a date not permitted under the rules and failed to adequately meet and confer and even failed to adequately communicate these changes to Samsung. Notwithstanding the fact that Samsung *actually did* address even Proxense's new constructions (as explained below), Proxense's failure to adequately comply with the Court's rules and repeated shifts in its constructions are not bases to find waiver for Samsung.

II. DISPUTED TERMS

A. Samsung Correctly Recites Proxense's Proposed Construction and Positions as Disclosed in Proxense's Disclosures Required Under the Rules

Samsung did not misrepresent any of Proxense's claim constructions. In actuality, Proxense is arguing that Samsung should be briefing terms according to Proxense's arbitrary segmentation and according to their untimely changing proposed constructions.

Samsung’s “Subsequently Altered...”¹ Phrases: Samsung has simply chosen to argue the terms “persistently storing” and “tamper proof” in the same section as the larger term containing those terms instead of duplicating arguments. Samsung explained and showed in FN 1 that Proxense proposed the smaller terms and corresponding constructions. Samsung has made no misrepresentation. In fact, Samsung explicitly indicated in its disclosures that it construed the terms in the same way, so there is no surprise to Proxense that this is how Samsung briefed the terms. *See* Resp. Ex. A. To require each term be briefed separately would waste space and time, when all the issues can be resolved through construction of the larger term. *See, e.g., SIPCO, LLC v. Amazon.com, Inc.*, No. 2:08-CV-359-JRG, 2012 WL 5195942, at *10 (E.D. Tex. Oct. 19, 2012) (“Construing the larger term is more natural and will be more helpful to the finder of fact.”).

Samsung’s “Receiving Authentication...” Phrase: Proxense makes the same erroneous complaint regarding their self-termed “receiving authentication...” phrase. Proxense’s term “access message” is subsumed entirely within the “receiving authentication...” term that Samsung briefed, and Samsung addresses “access message” in that briefing. *See* Br. at 8, FN3. Proxense also argues (incorrectly) that Samsung “misrepresents Proxense’s proposed construction for ‘access message.’” Proxense’s Responsive Claim Construction Brief (“Resp.”) at 3. Samsung relied on the construction Proxense disclosed in its claim construction disclosures. Resp. Ex. B. Proxense did not propose its new phrase during formal exchange of proposed constructions and did not clearly communicate an intent to change its construction².

¹ Samsung adopts Proxense’s term here only for the purpose of referencing Proxense’s arguments.

² Proxense *clearly* changed its construction *after* (on November 1) Samsung’s opening brief was filed (on October 28), by merely attaching a list of terms without notifying Samsung of any changes. This is not effective notice, nor is it proper under the disclosure rules. Resp. Ex. F.

Resp. Ex. B; Ex. D. Indeed, although Proxense indicated during the Parties’ only meet and confer that it would propose some compromises, it never did so. *See* Resp. Ex. F at 1-2.

Waiver is not remotely appropriate here. The sole case cited by Proxense, nearly two decades old and out of circuit, is entirely inapposite³. There, Microsoft proposed but did not even argue 13 terms. *Intertrust Techs. Corp. v. Microsoft Corp.*, 275 F. Supp. 2d 1031, 1048–50 (N.D. Cal. 2003), as amended (July 7, 2003). Here, Samsung fully argued its position and effectively addressed the material differences between the parties’ constructions, including whether a notification is an “access message” under both of Proxense’s constructions. Unlike Proxense, whose new construction prejudices Samsung as the filer of the opening brief, Samsung has not prejudiced Proxense at all and certainly not to the level to justify waiver.

B. The ’730 patent family

1. **“persistently storing . . . a tamper proof format written to a storage element on the integrated device that is unable to be subsequently altered” (730:1, 15) / “a tamper proof format written to the memory that is unable to be subsequently altered” (730:8)⁴**

Samsung’s Proposed Construction	Proxense’s Proposed Construction
“permanently storing in a form that prevents subsequent writing to store new data or modifications to existing data”	No construction necessary or possible, plain and ordinary meaning. A format for storing data that cannot be changed unless it is deleted and replaced. ⁵

³ Cases cited by Proxense for waiver of the “persistently storing” and “tamper proof” terms are likewise inapposite. Both cases related to the failure to raise arguments until after the conclusion of claim construction which is ongoing in this case. *See Cent. Admixture Pharmacy Servs., Inc. v. Advanced Cardiac Sols., P.C.*, 482 F.3d 1347, 1356 (Fed. Cir. 2007); *Music Choice v. Stingray Digital Grp. Inc.*, No. 2:16-CV-00586-JRG-RSP, 2019 WL 8110069, at *3 (E.D. Tex. Nov. 19, 2019).

⁴ Proxense has also proposed subset terms “persistently storing” (730:1,15) (905:1)(989:1) / “persistently stores” (905:9,13)(989:7) / “persistent storage” (989:5). Samsung’s proposed construction is the same. While Proxense aggressively asserts these terms should not be construed as part of the larger term, they have never justified why.

⁵ While Proxense originally proposed “tamper proof” (730:8) be construed separately, Proxense has since withdrawn this position and no longer seeks to have “tamper proof” be construed separately. Resp. at 6, FN2.

Addressing first Proxense's procedural arguments, Proxense argues that Samsung has waived construction of "persistently storing" and "tamper proof format," and that Samsung misrepresented its proposed construction. Both are incorrect. First, Proxense reads far too much into the heading Samsung used in presenting these terms. Samsung has argued how these terms, as used across all families should be construed to disallow any subsequent changes. In particular, Samsung demonstrated that even outside of the '730 patent, the only patent Proxense addresses, "persistently" was used as a synonym for permanently and this reading was required to succeed in prosecution. Br. at 3-5 (citing all three patents regarding "persistently storing"). Proxense's second procedural argument regarding "tamper proof format" is equally divorced from the facts at hand. Samsung made no misrepresentation regarding Proxense's proposed construction of "tamper proof format." Samsung's brief clearly addressed Proxense's construction as to the term "tamper proof format" and does not impute it to the larger phrase. Instead, Samsung's use of the additional claim language was simply to demonstrate that Proxense's construction was nonsensical in context. This is using intrinsic evidence to dispute a clearly erroneous construction, not an act of bad faith.

Proxense's only substantive argument concedes Samsung's position on this term. Resp. at 4 (Samsung's proposed construction "rephrases the plain and ordinary meaning of the [] claim term "that is unable to be subsequently altered.").⁶ Proxense further argues that "persistently storing" cannot be construed to require no subsequent changes or permanently storing because this is described as just "one embodiment" of the invention. Resp. at 5. However, this ignores the prosecution history. The applicant clearly argued that this "one embodiment" is their claimed invention. Br. Ex. 4 (arguing prior art did not disclose "persistently storing biometric data of the

⁶ To reduce disputes, Samsung is willing to accept a construction of the '730 term of: "plain and ordinary meaning, where information is permanently stored in a form that prevents subsequent writing to store new data or modifications to existing data."

user . . . written to a storage element on the integrated device that is unable to be subsequently altered” because the prior art allowed for “subsequent alteration”). The applicant specifically used “persistently storing” in this instance when it did not do so elsewhere in distinguishing other prior art. Br. Ex. 4. The patentee clearly disclaimed any embodiment other than “permanently storing” when it used “persistently storing.” This holds true across all three patents.

Further, the specification defines Tamper Proofing to support *Samsung’s* construction as opposed to *Proxense’s*. Using the defining language “i.e.,” both Tamper Proofing (“i.e., allows reads of stored data, but not writes to store new data or modify existing data”), see ’905 Patent at 5:31-37; ’989 Patent at 5:45-55, and “persistently (or permanently) stores,” ’730 at 1:60 accord ’730 Patent at Abstract, ’905 Patent at 2:33-34; ’989 Patent at 2:48-49, further aligns with *Samsung’s* construction. *SkinMedica, Inc. v. Histogen Inc.*, 727 F.3d 1187, 1200 (Fed. Cir. 2013) (“i.e.” denotes patentee was acting as lexicographer). Allowing “deletion of stored data,” i.e., modifying existing data, or “replacement,” i.e., writing to store new data, are both explicitly considered by the patents and excluded. *Id.*

2. “device ID code” (730:1, 3, 8, 10, 12, 15) / “ID code” (905:1-3, 8-11, 13-14) (989:1-2, 4-8)

Samsung’s Proposed Construction	Proxense’s Proposed Construction
“the device-specific code that identifies the device”	A unique code identifying a device.

Proxense’s argument that no construction is necessary⁷ is fatally undercut by the need for such clarification during prosecution. *Samsung’s* construction does not read out any embodiments and correctly characterizes the file history.

⁷ Proxense continues its approach of changing its proposed constructions, this time alleging no construction is necessary. Because Proxense did not previously raise this position, *Samsung* can only now address it.

First, it is unclear how Proxense believes Samsung's construction would read out any embodiments. It does not. Each embodiment Proxense identifies appears to describe a code that is specific to the device as opposed to the user. During manufacturing, no user is expected to be present, and any number of applications could assign new device-specific codes.

Second, the prosecution history clearly and specifically distinguishes “mere[] user-specific data such as names, public keys and CRCs” from “device-specific data.” Br. Ex. 4 ('730 Patent History, Applicant Argument/Remarks Made in Amendment (2011-01-03) at 10). The prior art did not “merely sen[d] a scrambled representation of the biometric data,” Resp. at 8, rather the prior art included “public keys and CRCs.” Br. Ex. 4 at 26. The examiner explained that within the CRC was an encryption code *unique to the device* verified by the code when the CRC was sent, and argued this disclosed the Device ID Code. Ex. 6 ('730 Patent History, Final Rejection (2010-11-22) at 4). However, the applicant responded that because the CRC contained biometric data, the CRC could not constitute a Device ID Code because it was user-specific, not device specific. Br. Ex. 4 at 10. The applicant could not have merely “resolved the fact that the prior art did not disclose the combination of user specific biometric data and unique device identifying code” because the prior art in fact did disclose this very combination under the examiner's understanding of this vague term.

If the examiner, a technically educated and skilled person, cannot readily ascertain the meaning of this term, it is entirely inappropriate for a jury to interpret this term without the aid of a construction. *See O2 Micro Int'l Ltd. v. Beyond Innovation Tech. Co.*, 521 F.3d 1351, 1362 (Fed. Cir. 2008) (noting “disputed meanings and technical scope” need to be resolved by the court and not left to the jury).

3. **“receiving an access message from the agent allowing the user access to an application” (730:1, 8, 15) / “receiving an access message from**

the agent” (730:12) / “an access message from the third-party trusted authority-indicating that the third- party trusted authority successfully authenticated the ID code” / (905:1, 9, 13) / “a transaction being completed responsive to the third-party trusted authority successfully authenticating the ID code” (989:1, 5) / “a transaction is completed responsive to successful authentication of the ID code” (989:7)⁸

Samsung’s Proposed Construction	Proxense’s Proposed Construction
“receiving a signal from the agent permitting a user to access an application” / “receiving a signal from the agent permitting a user to access”	No construction necessary or possible, plain and ordinary meaning. A signal or notification permitting or announcing access ⁹

Here, Proxense’s arguments ignore logic and attempt to read “a notification” or “announcing access” onto the intrinsic evidence. No such support exists; Proxense instead tries to group related instances together as a single instance.

Proxense first argues that “allowing” means not just allowing but also includes announcing. Resp. at 9. Proxense offers no support or explanation for this remarkable leap other than that it would support its construction. *Id.*

Proxense next argues that the “specification discloses several examples of “access message” having an effect other than permitting access.” *Id.* at 9-10. However, this merely demonstrates the existence of notification messages, and none of the cited sections refers to the “access message.” *See* ’730 at 3:33-35; 6:28-31; 5:23-26; 5:34-36; 7:18-21.

Finally, Proxense argues the claim language¹⁰ supports its construction, but none of the language cited supports the optional “or” in Proxense’s construction. At best, the language of the ’905 claims (“an access message . . . indicat[es] that the third-party trusted authority successfully

⁸ Proxense has also proposed sub-terms “access message” (all claims) and “a signal permitting a user to access.” Samsung’s proposed term is the same.

⁹ While Proxense did not formally propose this construction, Samsung will address it here.

¹⁰ ’905 Patent claims 1, 9 and 13, claim 4 of the ’989 patent and claim 12 of the ’730 patent.

authenticated the ID code, allowing the user to complete a financial transaction”) supports *both* permitting access and notifying the same. This is however not the construction Proxense proposes.

4. “wherein the biometric data and the scan data are both based on a fingerprint scan by the user” (730:5)

Samsung’s Proposed Construction	Proxense’s Proposed Construction
Invalid under §112 ¶4	No construction necessary or possible, plain and ordinary meaning.

Proxense’s only arguments to support validity of this claim ignore logic and long held cannons of construction. First, Proxense argues that a finger is *part of* a palm (even though even one of ordinary skill in the art knows that it is not), and therefore, there is no inconsistency. Second, Proxense asks the court to ignore the use of a closed Markush group. Neither are availing.

Proxense is apparently confused why claim 5 is invalid. As Samsung explained, and Proxense does not contest, Claim 1 uses a closed Markush group which claim 5 references. Br. at 10-11. This Markush group references specific types of biometric data: palm print, a retinal scan, an iris scan, a hand geometry, a facial recognition, a signature recognition and a voice recognition. The closed Markush group does not include a fingerprint. By claiming a type of biometric data outside of this group, dependent claim 5 fails to further limit claim 1, rendering it invalid under Section 112 ¶4. A proper further limitation of claim 1 would further limit this Markush group, for example by claiming only facial recognition.

Beyond the ordinary notion that a finger is not a palm, a “fingerprint scan” is not a subpart of any term in the Markush group in claim 1. The specification includes “palm print” in a list of “other embodiments” *separate from* a fingerprint, thereby admitting a fingerprint is not subsumed in a palm print. *See* ’730 Patent at 3:4-11 (describing the use of “a fingerprint, [or] other embodiments . . . [f]or example, the biometric data can include a palm print, a retinal scan, an iris scan, hand geometry recognition, or voice recognition.”).

C. The '188/'700 patent family

1. “hybrid device” (188:1-12, 15, 20) (700:1-13, 16)

Samsung’s Proposed Construction	Proxense’s Proposed Construction
Indefinite	A device comprising an integrated personal digital key (PDK) and an integrated receiver-decoder circuit.

Proxense focuses its opposition on only one argument, namely that the hybrid device in the claims has both a RDC and PDK, and claims that alone is sufficient to defeat indefiniteness. But this overlooks the issues: claim 2 of the '188 patent¹¹ requires that the “one or more of the application, the function, and the service are enabled at least in part on the hybrid device,” while claim 3 requires the same be enabled “external to the hybrid device.” Therefore, the precise boundaries of what is “on the hybrid device” and what is “external to the hybrid device” becomes important to determining the scope of the claims.

Proxense’s proposed construction simply refers to an integrated personal digital key (PDK) and a receiver-decoder circuit, both of which Proxense proposes defining in terms of their function (proposing PDK to be an “operably connected collection of elements” and RDC to be “a component or collection of components, capable of...”). Resp. at 14-17; *id.* at 19-21. Proxense argues that the PDK is not a “stand-alone, monolithic device” (Resp. at 14) and the RDC is “not a discrete entity like a single ‘device.’” (Resp. at 20).

Proxense ignores the rest of the reasons Samsung presented in its opening brief why the uncertainty in the scope of the term “hybrid device” renders the claims of the '188 and '700 patents indefinite, including the uncertainty as to the functionality of the hybrid device. Br. at 11-14. For example, the claim does not make clear if the hybrid device needs to function in all of the described modes (RDC/PDK, RDC/RDC or PDK/PDK), or if not, which modes suffice for “mixed

¹¹ For convenience, citations are to the '188 patent, but corresponding claims and excerpts exist for the '700 patent.

operation.” Br. at 12-13. Given that Proxense proposes defining hybrid device in terms of PDK and RDC, which are in turn defined in terms of their function, this is fatal. Without a clear line as to what is included in the function of the hybrid device, there is no certainty as to what is “on the hybrid device” and what is “external to the hybrid device.”

2. “personal digital key” (188:1, 10) (700:1, 11)

Samsung’s Proposed Construction	Proxense’s Proposed Construction
“a device that includes an antenna, a transceiver for communicating with the RDC and a controller and memory for storing information particular to a user”	An operably connected collection of elements including an antenna and a transceiver for communicating with a RDC and a controller and memory for storing information particular to a user.

Proxense mischaracterizes Samsung’s position as requiring a standalone monolithic device; Samsung instead pointed to consistent depictions of the PDK in the intrinsic record as a separate or discrete entity.

Proxense points to examples where the PDK functionality is allegedly integrated into a SIM card or a cell phone, but Proxense misunderstands these examples. For the example at ’188 Patent 14:24-32, where the hybrid device has a form factor similar to a SIM card, the hybrid device is “provid[ing] RDC functionality,” (’188 patent at 14:32-34) not PDK functionality.

In the next example described at 15:40-52, the function of the external PDK 102b is provided by the integrated PDK 102a (’188 patent at 15:37-38), and the function of the *external PDK* is incorporated into a cell phone. This is not an example of a hybrid device with both PDK and RDC, as specified in the claims of the ’188 and ’700 patents, as noted in the next paragraph, which describes a “variation to the embodiment described above” where “the hybrid device 1102 includes and uses both the RDC 304a and the PDK 102a.” (’188 patent at 15:53-55).

With respect to the limitation “the integrated RDC coupled to the integrated PDK by a first signal line for communication,” Proxense argues that “[f]amily B does not teach that a physical

connection for the ‘signal line’ is required,” but without a physical signal line requirement, this simply means there is coupling of some kind, and gives the “signal line” requirement no meaning.

Proxense argues that the block diagrams in the patents denote the functional relationships of elements of the system and are not intended to be indicative of specific physical structures (Resp. at 16). But this is just a general statement that doesn’t describe what is shown in the actual figures. For example, in Figure 13, there are PDK and RDC’s connected by lines 1104, 1302 and 1304, where 1104 is described as a “signal line” that provides “direct coupling” (’188 patent at 13:25-32) while 1302 and 1304 are described as “links.” (’188 patent at 16:6-21). The ’188 and ’700 patent figures depict physical relationships.

Lastly, regarding the ability of a PDK to be integrated into a cell phone in claim 7, Samsung’s construction does not prevent a PDK from being integrated into a cell phone, so long as it remains a separate and discrete entity within the cell phone.

3. “biometric information” (188:1, 4, 10, 13)(700:4, 14)

Samsung’s Proposed Construction	Proxense’s Proposed Construction
“the fingerprint, palm print, retinal scan, iris scan, photograph, signature, voice sample, or DNA/RNA information that uniquely identifies an individual”	No construction necessary, plain and ordinary meaning.

Samsung’s construction follows the exact disclosure of “biometric information” from the specification. In contrast, Proxense points to other portions of the specification describing other terms. For example, Proxense quotes ’188 Patent 6:42-45 but this is a description of a “biometric profile,” not a description of the “biometric information.” Proxense further points to the initial sentence referring to “biometric *input* 104” but again, this is a different term and does not specify the list of items that constitute “biometric *information*,” which is described in the subsequent sentence, which Samsung quoted in its opening brief. As can be seen by Proxense’s repeated references to other similar terms such as “biometric profile” and “biometric input,” there is a

danger that “biometric information” will be misunderstood or confused with other concepts or terms described in the patents. Most importantly, biometric information should not be broadened under the guise of plain and ordinary meaning to encompass other related or derived quantities, including quantities only taking biometric information as an input that further combine them with other quantities because the specification never contemplates such an expansive interpretation.

4. “financial information” (188:5-6, 14, 17) (700:1, 5-6, 11, 15, 18)

Samsung’s Proposed Construction	Proxense’s Proposed Construction
“purchasing account numbers, such as the debit card, ATM card, or bank account numbers”	No construction necessary, plain and ordinary meaning. “Information about the transaction, utilized to verify, authorize, or complete a transaction”

Proxense cites a number of passages as support for its more expansive interpretation of this term, but the passages describe broader concepts than just financial information. For example, ’188 Patent 6:41-59 describes the types of information that can be stored in a PDK, including biometric information and identification information such as pictures of the PDK owner.

In the passages at ’188 Patent 8:30-42 and 9:21-26, an authorization process is described, including sending PDK ID and access keys. These are specific to the authorization process and not tied to the financial information, such as the credit card account.

Proxense’s modified proposed construction is more narrowly focused than just any “information about the transaction,” but still encompasses many aspects of the verification process, which is encryption-related rather than financial information. Samsung’s construction focuses on the financial aspect of a transaction.

5. “receiver-decoder circuit” (188:1, 10)(700:1, 11)

Samsung’s Proposed Construction	Proxense’s Proposed Construction
“a device that provides a wireless interface to the PDK”	A component or collection of components, capable of wirelessly receiving data in an

	encrypted format and decoding the encrypted data for processing.
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As with the PDK term, Proxense makes overbroad generalizations on what is depicted in the “block diagrams” in the figures of the ’188 and ’700 patents. Proxense claims that Fig. 13 “merely ... denote[s] the functional relationships of these elements,” but this is not true as explained above. The figure further depicts antennas attached to each of the PDKs and RDCs and shows the wireless connections between the antennas. The physical location of the antennas is important – antennas are in places communicating through a wireless link. The figure depicts more than just the function of being able to communicate wirelessly.

Proxense tries to explain away the description of “direct coupling” by saying it could refer to multiple direct connections between the multiple components of the PDK 102a and the RDC 204a of Figure 11, so long as there is no processing by an intermediary component. Resp. at 21. But this attempted rationalization does not make sense in the context of multiple components, tied together only by their functionality. To illustrate this, consider the figure below, which depicts RDC and PDK each as a collection of separate components (numbered using subscripts), per Proxense’s proposed construction:

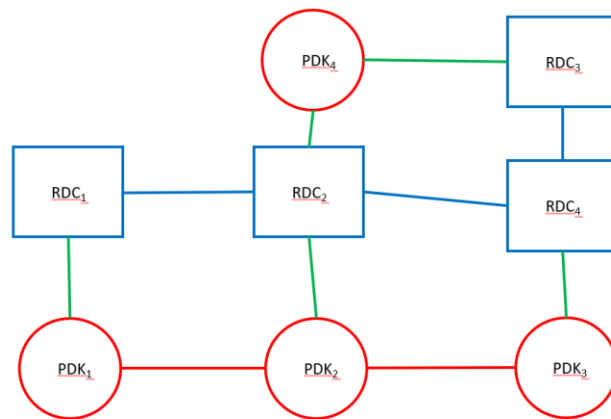


Figure 1: Depiction of Proxense’s Proposed Construction

Under Proxense’s proposed construction, and given the constraint of “direct coupling”, the only permitted communications between RDC and PDK are the ones indicated with a green line and numbered 1-5 below. If PDK₁ communicated with RDC₂, it would need to go through intermediary RDC₁ or intermediary PDK₂ and this would cease to be “direct coupling.” Furthermore, in order for the PDK sub-components to communicate with each other, for example for PDK₁ to communicate with PDK₄, they would need to communicate through RDC₁ or RDC₂ as an intermediary, again prohibited under the “direct coupling” constraint. Proxense’s proposed construction introduces needless complication, and perhaps more importantly, is nowhere disclosed in the specification or intrinsic record.

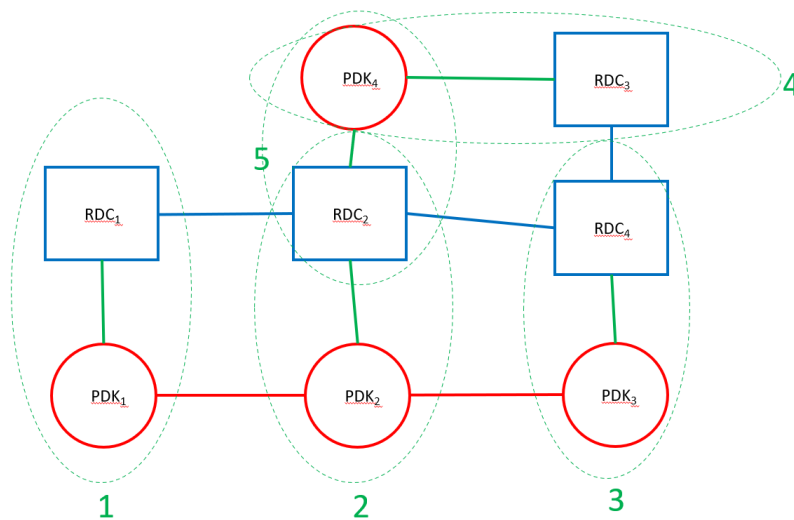


Figure 2: Depiction of Proxense’s Proposed Construction, including Direct Coupling

Proxense further misconstrues Samsung’s proposed construction as prohibiting a wired connection. Samsung’s construction requires a wireless interface but does not prohibit a wired one. Both types of connections are permitted, as depicted in Figures 12-15 in the ’188 patent.

6. “inheritance information” (188:9, 18)(700:9, 19)

Samsung’s Proposed Construction	Proxense’s Proposed Construction
“information that is received from a predecessor device”	Information passed from a first device to a second device for use by the second device.

Proxense criticizes Samsung’s proposed construction as relying on extrinsic evidence to “supplant the plain meaning of the term,” (Resp. at 22) but Samsung’s construction does not supplant the meaning at all, as it is fully consistent with both the intrinsic record and the extrinsic dictionary definition. Proxense cites *3M Innovative Proprs. v. Tredegar Corp.* for the impropriety of relying on dictionary definitions when there is a contradiction with the intrinsic record, but Proxense points to no contradiction, because there is none. 725 F.3d 1315, 1321 (Fed. Cir. 2013).

Proxense further contends that its construction entails the notion of predecessor and successor, but Samsung’s criticism is not that Proxense’s construction doesn’t capture this idea, but it captures too much. Under Proxense’s construction the first device and second device are not limited to a predecessor/successor relationship – in fact, the terms “first” and “second” barely limit the relationship between the two devices at all, and Proxense’s construction therefore captures broadly the notion of data transfer, including those that are not inheritance information.

7. “enablement signal” (188:10-12, 17)(700:11-13, 18)

Samsung’s Proposed Construction	Proxense’s Proposed Construction
No construction needed. Alternatively, “a signal that authorizes”	A message that enables or authorizes.

Proxense argue the difference between Figure 14 and Figure 15 embodiments is that Figure 14 captures an enabling signal and an authorization signal, while Figure 15 captures only an authorization signal, but this is not the distinction between the embodiments. The specification describes that the number of PDK connections to the hybrid device are different. The specification does not discuss a different type of enablement signal that is not authorization. Indeed, Proxense does not point to anything in the specification that is an enablement signal that is not authorization.

III. CONCLUSION

Samsung respectfully requests the Court enter its constructions and reject Proxense’s arguments that its constructions were waived.

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the above and foregoing document was served on counsel for plaintiff Proxense via electronic delivery on December 6, 2021.

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