

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

HBCU MESSAGING US LP,

Plaintiff

v.

APPLE, INC., and
GREEN DOT CORPORATION,

Defendants.

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C.A. No. 1:24-cv-01199-ADA

JURY TRIAL DEMANDED

**DEFENDANT APPLE INC.’S PRELIMINARY CLAIM CONSTRUCTIONS AND
IDENTIFICATION OF EXTRINSIC EVIDENCE**

Pursuant to the Court’s Scheduling Order (ECF No. 49), Apple hereby provides its preliminary claim constructions and identification of extrinsic evidence for U.S. Patent Nos. 8,918,127 (“the ’127 patent”), 11,012,827 (“the ’827 patent”), 11,089,450 (“the ’450 patent”), 11,653,182 (“the ’182 patent”), 11,653,183 (“the ’183 patent”), 11,991,600 (“the ’600 patent”), and 11,991,601 (“the ’601 patent”) (collectively, “Asserted Patents”). These disclosures relate to the claims asserted by HBCU Messaging US LP (“HBCU Messaging”) in its Infringement Contentions, served on May 13, 2025 (“Asserted Claims”):

Apple reserves the right to supplement the constructions and identifications extrinsic evidence set forth herein as needed in response to HBCU Messaging’s positions and/or the parties’ meet and confers.

Apple provides in the chart below its proposed construction of each term identified by either party for claim construction in their August 1, 2025 exchange of proposed claim terms, subject to any subsequent narrowing of terms. Apple reserves the right to object to any attempt

by HBCU Messaging to construe terms not identified in the August 1, 2025 exchange of proposed claim terms and/or any terms no longer identified by Apple as a result of narrowing of terms.

Apple reserves the right to seek construction of any constituent portions of any identified term, phrase, or element if Apple is unable to reach agreement with HBCU Messaging regarding a term, phrase or element in its entirety. Apple further reserves the right to rely on all intrinsic and extrinsic evidence identified by HBCU Messaging as support for Apple's proposed claim constructions.

Fact discovery has not yet commenced. Accordingly, Apple reserves the right to rely on additional facts, including expert testimony and the testimony of anyone involved in conceiving or reducing to practice the alleged inventions disclosed and claimed in any Asserted Patent, and reserves the right to supplement, amend, or modify its proposed constructions of the identified claim terms with the same.

HBCU Messaging's infringement contentions fail to provide Apple with adequate notice as to HBCU Messaging's infringement theories. Accordingly, Apple reserves the right to amend, modify, or supplement its proposed constructions in response to any amendments, modifications, and/or supplements by HBCU Messaging to its infringement contentions.

Apple further reserves the right to amend, modify, or supplement its proposed constructions, including, but not limited to, in response to HBCU Messaging's proposed claim constructions, as a result of the parties' meet and confers; in the event that HBCU Messaging amends and/or supplements its Complaint; and/or should the Court expand or otherwise modify the scope of this case. By providing these constructions, Apple does not waive its right to argue that any proposed and non proposed terms found in specific claims are indefinite, are not enabled,

or otherwise lack sufficient support in the specification, whether in connection with the claim construction process or during expert discovery, summary judgment, and/or trial.

Unless Apple expressly provides otherwise, all claim elements of the Asserted Patents, including those set forth below, should be construed in accordance with their plain and ordinary meanings (to the extent not indefinite) in view of the specifications, prosecution histories (including prosecution disclaimers), and the knowledge of a person of ordinary skill in the art.

Apple further reserves its right to rely on any discovery provided by HBCU Messaging or any third party in this case, including any documents, responses to interrogatories, and depositions, including not limited to depositions of HBCU Messaging, third parties, or any of the named inventors of the Asserted Patents.

Apple also identifies supporting extrinsic evidence related to its proposed constructions. Apple may also rely upon additional evidence (e.g., the specification and claims of the Asserted Patents and extrinsic evidence) to rebut HBCU Messaging’s positions or as otherwise appropriate under relevant authority.

Claim Term / Phrase	Proposed Construction	Extrinsic Evidence
“third party provider” / “transmits message content intended for a third party provider, to a server associated with the service, which forwards a message comprising the message content intended for the third	Indefinite	Merriam-Webster.com Dictionary, definition of “provider.”

<p>party provider, to the third party provider” (’827, ’600, and ’601 patents)</p>		
<p>“Wherein” terms <i>(i.e., “wherein the wireless device of the sender selects the first transmission mode when the indication corresponds to a subscriber of the service” (’127 patent); “wherein, when the selected transmission mode is the first transmission mode, the wireless device of the sender sends the outgoing message as one or more Internet protocol (IP) packets to the wireless device of the recipient via the packet switched WLAN base station” (’127 patent); “wherein, when the selected</i></p>	<p>(1) All “wherein” clauses are claim limitations (as opposed to intended results), and (2) the “wherein . . . when” phrases should be construed as “Wherein [X] whenever condition [Y] is satisfied” <i>(i.e., “wherein the wireless device of the sender selects the first transmission mode whenever the indication corresponds to a subscriber of the service”; “wherein, whenever the selected transmission mode is the first transmission mode, the wireless device of the sender sends the outgoing message as one or more Internet protocol (IP) packets to the</i></p>	<p>N/A</p>

<p>transmission mode is the second transmission mode, the wireless device of the sender sends the outgoing message as a short message service (SMS) message to the wireless device of the recipient using the destination address via a base station that is associated with a cellular core network that is independent of the packet switched WLAN base station” (’127 patent); and “wherein the PSMS receives and queues message addressed to a message recipient when the message recipient is not connected to the PSMS” (’182 patent))</p>	<p>wireless device of the recipient via the packet switched WLAN base station”; “wherein, whenever the selected transmission mode is the second transmission mode, the wireless device of the sender sends the outgoing message as a short message service (SMS) message to the wireless device of the recipient using the destination address via a base station that is associated with a cellular core network that is independent of the packet switched WLAN base station”; and “wherein the PSMS receives and queues message addressed to a message recipient whenever</p>	
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	the message recipient is not connected to the PSMS”)	
“Bearer” (’127, ’827, ’600, and ’601 patents)	“A communication channel or protocol”	<p><i>Principles of Data Communication Systems and Computer Networks</i>, Prasad (2003)</p> <p><i>Signaling and Switching for Packet Telephony</i>, Stafford (2004)</p> <p><i>Vocabulary Of Terms For International Mobile Telecommunications</i>, (2000)</p> <p><i>WAP Overview – An overview of the ‘Wireless Application Protocol’ to the IAB</i>, Angwin, (2000)</p> <p><i>IEEE P802.16 Broadband Wireless Access Working Group: Definition of Bearer Services and Teleservices, and Services for Consideration by</i></p>

		<p><i>the 802.16 Systems Requirements Task Group, Jarrett (1999):</i></p> <p>Signaling in telecommunication networks.</p> <p>John Wiley & Sons, 1997</p>
<p>“Cellular core network” (’127 patent)</p>	<p>“The portion of a cellular network that connects base stations to each other and to the internet”</p>	<p><i>Wireless Internet and Mobile Computing, Kwok (2007)</i></p> <p><i>End-to-End Quality of Service Over Cellular Networks, Gomez (2005)</i></p> <p><i>Adaptive Array Systems, Allen (2005)</i></p> <p>CN 113056877B</p> <p><i>Handbook of Information Security, Key Concepts, Infrastructure, Standards, and Protocols, Bidgoli (2006)</i></p> <p><i>Handbook of Research on Wireless Multimedia, Cranley (2009)</i></p> <p><i>Emerging Technologies in Wireless LANs, Bing (2008)</i></p>

		<p><i>Encyclopedia of Mobile Computing and Commerce,</i> Tanair (2007)</p> <p><i>Introduction to 3G Mobile Communications,</i> Korhonen (2003)</p> <p><i>The Handbook of Computer Networks, LANs, MANs, WANs, the Internet, and Global, Cellular, and Wireless Networks,</i> Bidgoli (2008)</p>
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Dated: August 15, 2025

/s/ Nima Kiaei

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