

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

CISCO SYSTEMS, INC.,
Petitioner

v.

ZILKR CLOUD TECHNOLOGIES, LLC,
Patent Owner.

IPR2023-00553
U.S. Patent No. 9,210,254

PETITIONER'S REPLY TO PATENT OWNER'S RESPONSE

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PETITIONER'S EXHIBIT LIST

Ex.1001	U.S. Pat. No. 9,210,254 to Hunt
Ex.1002	Prosecution History of U.S. Pat. No. 9,210,254
Ex.1003	Declaration of Henry Houh, Ph.D., under 37 C.F.R. § 1.68
Ex.1004	<i>Curriculum Vitae</i> of Henry Houh, Ph.D.
Ex.1005	U.S. Pat. Pub. No. 2007/0043687 to Bodart <i>et al.</i>
Ex.1006	U.S. Pat. No. 6,621,892 to Banister <i>et al.</i>
Ex.1007	U.S. Pat. No. 7,089,585 to Dharmarajan
Ex.1008	U.S. Pat. Pub. No. 2012/0016932 to de Castro <i>et al.</i>
Ex.1009	Ben Langfeld, Jose de Castro, "XEP-0327: Rayo," XMPP Standards Foundation (<i>archived</i> August 18, 2013)
Ex.1010	U.S. Pat. No. 6,298,128 to Ramey <i>et al.</i>
Ex.1011	John Letzing "Facebook Raises Hackles on Email," Wall Street Journal Online, June 26, 2012 (<i>archived</i> June 30, 2012)
Ex.1012	Shelley O'Hara, "Easy Microsoft® Office Outlook® 2003," (Que Publishing, September 2003)
Ex.1013	U.S. Pat. No. 8,130,751 to Berkley <i>et al.</i>
Ex.1014	U.S. Pat. No. 7,929,519 to Goldman <i>et al.</i>
Ex.1015	U.S. Pat. Pub. No. 2007/0143231 to Pegaz-Paquet <i>et al.</i>
Ex.1016	U.S. Pat. No. 1,276,825 to Swope
Ex.1017	U.S. Pat. No. 2,308,778 to Prince
Ex.1018	Affidavit of Authenticity for Ex.1009

Ex.1019	Amazon.com listing for “Easy Microsoft® Office Outlook® 2003” (<i>archived</i> February 1, 2008)
Ex.1020	Affidavit of Authenticity for Ex.1011 and Ex.1019.
Ex.1021	Declaration of Jose de Castro under 37 C.F.R. § 1.68
Ex.1022	U.S. Pat. No. 8,090,787 to Polis <i>et al.</i>
Ex.1023	U.S. District Courts - National Judicial Caseload Profile (June 2022), available at: https://www.uscourts.gov/statistics/table/na/federal-court-management-statistics/2022/06/30-2
Ex.1024	Docket Control Order, <i>Zilkr Cloud Technologies, LLC v. Cisco Systems, Inc.</i> , No. 2-22-cv-00166-JRG-RSP, ECF No. 31 (E.D. Tex., Oct. 13, 2022)
Ex.1025	Notice of Disclosures, <i>Zilkr Cloud Technologies, LLC v. Cisco Systems, Inc.</i> , No. 2-22-cv-00166-JRG-RSP (E.D. Tex., Sep. 22, 2022)
Ex.1026	Original Complaint for Patent Infringement, <i>Zilkr Cloud Technologies, LLC v. Cisco Systems, Inc.</i> , No. 2-22-cv-00166-JRG-RSP, ECF No. 1 (E.D. Tex., May 20, 2022)
Ex.1027	Director Katherine K. Vidal, “Interim Procedure for Discretionary Denials in AIA Post-Grant Proceedings with Parallel District Court Litigation,” June 21, 2022
Ex.1028	(NEW) “AT&T Digital Life Launches in Seven Additional U.S. Markets,” AT&T Press Release, May 20, 2013
Ex.1029	(NEW) Transcript of Deposition of Dr. Vijay Madiseti (March 5, 2024).
Ex.1030	(NEW) Supplemental Declaration of Henry Houh, Ph.D.

Ex.1031	(NEW) AT&T Answer Center – How do I activate Call Forwarding? (The Wayback Machine archived webpage dated June 17, 2008), https://web.archive.org/web/20080617055833/http://www.wireless.att.com/answer-center/main.jsp?t=solutionTab&solutionId=KB65863
Ex.1032	(NEW) Verizon Support – Call Forwarding (The Wayback Machine archived webpage dated June 29, 2010), https://web.archive.org/web/20100629183158/http://www22.verizon.com/residentialhelp/phone/calling+features/call+forwarding/call+forwarding.htm
Ex.1033	(NEW) Sprint Support – Services & Features (The Wayback Machine archived webpage dated March 3, 2007), https://web.archive.org/web/20070303204027/http://support.sprint.com/features.html?&navtypeid=2&pagetypeid=35&prevPageIndex=10
Ex.1034	(NEW) Verizon Support – Call Intercept (The Wayback Machine archived webpage dated May 24, 2010), https://web.archive.org/web/20100524052628/http://www22.verizon.com/ResidentialHelp/Phone/Calling+Features/Call+Intercept/Call+Intercept.htm
Ex.1035	(NEW) U.S. Pat. Pub. No. 2010/0329140 to Buford et al.
Ex.1036	(NEW) U.S. Pat. No. 6,005,929 to Chemin
Ex.1037	(NEW) Webster's Collegiate Dictionary, 10th ed. (1998)

I. INTRODUCTION

The Petition shows that claims 1, 2, 6-8, and 12-14 (the “Challenged Claims”) of the ’254 patent are unpatentable. Patent Owner’s (“PO”) Response (“POR”) does not overcome the Petition’s evidence and arguments. The Board should find the Challenged Claims unpatentable.

II. CLAIM CONSTRUCTION

PO states that no term requires “comprehensive construction” (POR, 20), but many of PO’s arguments implicitly interpret the claims contrary to their plain and ordinary meaning, the ’254 patent, or both. PO’s claim construction arguments should be rejected. Petitioner maintains that no term requires specific construction (Pet., 12) but offers appropriate constructions if needed.

A. “*request to provision*” ([1.4])

PO argues that “*request to provision*” means a request to subscribe to a *new* service. POR, 34. PO merely cites to portions of the specification that are exemplary or optional. POR, 33-35; Ex.1001, 3:35-37 (“...may subscribe...”), 6:49-52 (“...may provide...”), 6:52-55 (“...may be activated...”), 6:58-62 (“...may be generated...”), 6:62-66 (“...may then generate...”), 4:32-35 (“...may include...”), 3:65-4:13 (“...may require...may have...”). Ex.1030, ¶8.

Arguing that “[p]rovisioning requires adding a new service,” PO cites solely to its declarant, who merely parrots PO’s argument. POR, 36; Ex.2006, ¶100. In

deposition, however, the declarant acknowledged that provisioning is not so limited. Ex.1029, 60:13-18 (provisioning includes “deactivating some features”), 61:15-24 (provisioning includes “changing your subscription”).

PO's only other evidence is a website definition for “provisioning” dated *after* institution of this proceeding. Ex.2006, p.108. PO presents no argument or evidence that the website is an accepted authority or that its 2023 definition reflects the meaning of “provisioning” in October 2013. Regardless, the website explains that “provisioning” includes more than just service activation. Ex.2006, p.108 (“from the submission...through the activation...and include[s] altering the state of an existing priority service”); Ex.1030, ¶9.

PO also overlooks contrary intrinsic evidence. Dependent claim 4 recites “*wherein the unified storefront enables the first user to **subscribe** to one or more new services....*” Under the doctrine of claim differentiation, claim 4's subscribing action is presumed to be distinct from claim 1's “*request to provision.*” Claims 10 and 16 recite similar limitations. These claims confirm that a “*request to provision*” is not the same as a request to subscribe to a **new** service.

While no construction is necessary, if the Board construes “*request to provision,*” the Board should construe it to include a request to acquire, activate, deactivate, alter, or initiate. Ex.2006, p.108.

B. “*activate*” ([1.7])

PO argues that “to ‘activate’ a service” means to “create[e] a new subscription or account for the service.” POR, 35. PO links this position to its failed arguments about a “*request to provision*,” and so PO’s construction here fails for the same reasons.

PO also argues that to “*activate*” cannot encompass to “access” because the ’254 specification uses both words without indicating that they “mean the same thing.” POR, 39. But PO then says that “Provisioning includes activating,” even though the claims use both “*provision*” and “*activate*” without indicating that they mean the same thing. POR, 39-40. PO does not reconcile its inconsistent positions.

The ’254 specification describes a process for “activating a service”—but the disclosed steps may be omitted and undisclosed steps may be added. Ex.1001, 10:4-11. The only potentially informative disclosure states that after a service is activated, “the provider...will deliver the requested service.” Ex.1001, 4:28-31. Thus, if the Board construes “*activate*,” the Board should construe “*activate*” to include performing an action that causes a provider to deliver or provide a requested service. Ex.1030, ¶10.

C. “*utilized by*” ([1.3])

Claim 1 recites that “*the server is utilized by a first provider to provide a first service*.” PO implies a distorted understanding of what “*utilize[]*” means. PO

argues that the server hosting Bodart's virtual assistant is "*utilized by*" a user, but the telephone service provider providing the user with access to the virtual assistant's services does not "*utilize[]*" the server. POR, 24-25. Following that logic, a telephone company would not "*utilize*" any of the routers, switches, communication lines, servers, or machines that make up its physical infrastructure—because (allegedly) it is the company's customer who "*utilize[s]*" those components to communicate. Ex.1030, ¶11. PO identifies nothing in the '254 specification supporting such an interpretation.

PO also suggests that Bodart's server is "*utilized by*" whomever "*operate[s]* or *control[s]* it." POR, 28. And PO's declarant testified that the provider must also be aware of the server's activity for the server to be "*utilized by*" the provider. Ex.1029, 93:17-94:3 ("first provider is unaware of any of this forwarding..."). Petitioner disagrees that operation, control, or awareness is the appropriate test to determine who or what "*utilize[s]*" a server. Petitioner nevertheless agrees that, as an example, a telephone service provider "*utilize[s]*" a server when the provider operates and controls the server to provide services to customers. Ex.1030, ¶12. But there are other ways a provider can "*utilize[]*" the server. *See* Section III.A.1.

The '254 patent uses the term "utilize" to describe a variety of relationships, including "utilizing a telephone number" as a common ID, "utiliz[ing]" APIs to interface with a provider, and a user "utiliz[ing] a first provider to provide"

network connectivity. Ex.1001, 5:62-64, 10:40-46, 11:35-37. None of these uses indicates any intent to offer an express definition. Since “*utilized by*” is neither a term of art nor expressly defined by the applicants-as-lexicographers, the phrase should be given its ordinary meaning (e.g., “used by”). Ex.1030, ¶12 (citing Ex.1037).

D. “*associated with*” ([1.3])

Regarding Ground 2, PO argues that [1.3]’s “*associated with a first telephone number*” requires “an **established** ‘association’ or link between the service and the telephone number,” and that “an **affirmative action**” must be taken “to establish an association.” POR, 53, 54. PO includes a string of quotes from the ’254 specification, alleging that they compel a specific interpretation. POR, 53-55.

All PO’s cited features, however, are optional or exemplary. Ex.1001, 1:40-56 (“...may allow...may be used...may be coupled...may continue to use...can also utilize”), 4:32-35 (“...may include...”), 6:58-62 (“...may be generated...”), 5:62-64 (“...one embodiment...”), 5:64-67 (“...may be...”), 4:15-22 (“...may be configured...may associate...”); POR, 53-55; Ex.1030, ¶¶13-15. Nothing cited by PO suggests a mandatory feature. Interpreting the claims to require concepts described as optional would be incorrect. *See Sisvel Int’l S.A. v. Sierra Wireless, Inc.*, 81 F.4th 1231, 1236-37 (Fed. Cir. 2023) (declining to require features described as “permissive, not mandatory”).

Since “*associated with*” is neither a term of art nor expressly defined by the applicants-as-lexicographers, the phrase should be given its ordinary meaning (e.g., “related to” or “logically connected with”). Ex.1030, ¶15 (citing Ex.1037).

III. GROUND 1

A. Bodart renders obvious “wherein the server is utilized by a first provider to provide...telephone service.” ([1.3])

The Petition demonstrates that it would have been obvious for Bodart’s virtual assistant to include a server. Pet., 29-30. This server would be “*utilized by*” a telephone service provider (“*first provider*”) to provide a telephone service (“*first service*”) through the virtual assistant to its user. Pet., 31-32. PO’s arguments to the contrary ignore the Petition and relevant teachings of Bodart, and depend on PO’s erroneous understanding of what it means to “*utilize[]*” a server. Ex.1030, ¶16.

1. PO argues for an incorrect meaning of “*utilized by*.”

PO suggests that the telephone service provider itself would have to “provide its customers with Bodart’s virtual assistant and operate or control it” for Bodart’s virtual assistant to be “*utilized by*” the provider. POR, 28. PO argues that Bodart’s system is intended to be user-controlled rather than “under the control” of the telephone service provider. POR, 28, 31.

As discussed in Section II.C., the ’254 specification does not support PO’s erroneous interpretation of “*utilized by*.” The claims do not require that the *server*

be “provided,” “operate[d],” or “control[ed]” by a telephone service provider. *Cf.* POR, 28, 31. While these actions would have been obvious, they are not necessary to find the claims obvious. Ex.1030, ¶¶12, 17. Accordingly, PO’s argument is without foundation or merit.

Bodart’s virtual assistant receives, intercepts, directs, and initiates calls through various telephone interfaces. *See* Pet., 27, 31. It was known for telecommunications service providers to use servers as part of providing telephone services. Ex.1030, ¶¶20-22; Ex.1035, [0032], [0037], [0039], [0066]-[0067], [0119], [0122], [0127]-[0143]; Ex.1036, Abstract, 3:6-22, 4:6-8, 4:57-5:2, 6:9-12, 6:32-35, 6:57-61, 7:9-14, 7:58-62, 8:19-20. It would have been obvious for Bodart’s virtual assistant to send and respond to network commands to provide such telephone services to the user. Pet., 27, 31; Ex.1003, ¶101; Ex.1030, ¶¶18-19. For example, calls to a user originate on a telephone service provider’s network. These calls are received by the server running Bodart’s virtual assistant and then routed to the user based on user-configured rules. Pet., 32; Ex.1005, [0025]. For instance, if a call originates from a known contact, the virtual assistant may route the call to the user based on the user’s rules. Ex.1005, [0044]. Conversely, the virtual assistant might not route to the user a call from an unknown caller. Ex.1005, [0044]. The virtual assistant chooses whether to complete a call to the user, and so a POSITA would have understood that the virtual assistant is “*utilized by*” the

telephone service provider (at least by means of its routing rules) in providing “*telephone service*” to the user. Pet., 31, 44; Ex.1005, [0057]; Ex.1030, ¶23.¹ PO’s confusing and counterintuitive arguments to the contrary are meritless.

2. PO overlooks the Petition’s arguments.

PO alleges that Petitioner did not argue that Bodart’s virtual assistant is “*utilized by*” a telephone service provider. POR, 22-24. PO is incorrect. The Petition explains that Bodart’s virtual assistant server “is ‘*utilized*’ to provide ‘*telephone service*’” which is “provided to the user by a telephone service provider.” Pet., 31. Bodart’s virtual assistant has telephone interfaces, and it receives, intercepts, directs, and initiates telephone calls. Pet., 15, 27, 31; Ex.1003 ¶¶43, 44, 98-100; Ex.1005, [0030], [0044]. Dr. Houh explained that “[b]y providing the ability to receive, route, and initiate calls, the virtual assistant is ‘*utilized*’ to provide ‘*telephone service to the first user*,’” and that “it would have been obvious...that **the telephone service would be provided by a telephone**

¹ To the extent PO argues that the server running the virtual assistant would not be “*utilized by*” a telephone service provider because the virtual assistant includes non-telephone interfaces (POR 29-30), that argument fails because it ignores the telephone interfaces that the virtual assistant does include. Ex.1005, Fig.1.

service provider.” Ex.1003, ¶¶100-101; Ex.1030, ¶25. Bodart renders obvious for the virtual assistant server to provide “*telephone service*.” Ex.1003, ¶101.

3. The Board correctly summarized the Petition and cited art.

PO accuses the Board of allegedly “fill[ing] in...gaps” in the Petition. POR, 24. That charge is unwarranted, as the Board merely summarized Petitioner’s arguments and Bodart’s disclosure. DI, 36. Bodart shows that the virtual assistant is accessible to the user by a variety of telephone interfaces—including “cell phone 145” and “conventional phone 146,” which a POSITA would have known are “*utilized by*” a telephone service provider. Ex.1005, Fig. 1, [0030]; Ex.1030, ¶¶27. PO’s contrary position—that telephone service providers can provide telephone service without utilizing a telephone—is bizarre and wrong. Moreover, a POSITA would have been familiar with the telecommunications industry’s long-standing use of various servers to provide communications services. Ex.1030, ¶¶20-22, 27.

4. Bodart is enabled.

PO notes that Bodart’s virtual assistant may interface with multiple devices, “such as a home automation system” and, on this basis, argues that major telephone service providers lacked the “expertise” needed to implement Bodart’s virtual assistant. POR, 30-31. Bodart is presumed to be enabling, and PO presents nothing but the conclusory say-so of its declarant to suggest that implementing Bodart’s technology was beyond a POSITA’s abilities.

PO is also wrong.² In May 2013, AT&T (a telephone service provider) expanded its Digital Life product. Ex.1028. Digital Life provided “automation packages” to control “lighting and thermostats for convenience and energy efficiency,” among other things. Ex.1028, 3. PO’s declarant admitted that remote lighting and thermostat control are examples of home automation. Ex.1029, 38:8-39:1 (lighting), 39:2-17 (thermostat); Ex.1030, ¶28. It was also known for telephone service providers to use servers to provide user-configurable telephone services to customers similar to those described by Bodart, including “Call Filtering” and “Selective Call Forwarding.” Ex.1030, ¶¶20-22, 28; Ex.1035, [0037], [0039]; Ex.1036, 6:57-61 (call filtering), 7:9-14 (selective call forwarding), 8:19-20; *compare with* Ex.1005, [0044], [0057] (Bodart’s call screening and selective call forwarding).

PO also argues that it would be “more appropriate[]” for a telephone user to implement Bodart’s virtual assistant. POR, 31. Since a telephony company would

² And PO’s arguments about “home automation,” “weather, traffic, mass transit,” and the like (POR 30) are red herrings, as the Petition’s claim 1 analysis does not rely on these features in Bodart. The Petition cited some of Bodart’s weather and traffic information sources in analyzing claim 2 (Pet. 45-46), but PO does not dispute that analysis.

have more “expertise” in telephony than its customer, that statement concedes that Bodart is enabled. PO’s suggestion of a user-deployment scenario for Bodart’s server is otherwise irrelevant. The possibility of a user-implemented virtual assistant does not undermine the obviousness of a telephone service provider providing access to Bodart’s virtual assistant as a service. Ex.1030, ¶29; Ex.1003, ¶101. Telephone service providers offering services to their customers was a common practice. Ex.1030, ¶¶21-22, 28-29.

B. The Petition shows obviousness of “*a request to provision a second service.*” ([1.4])

The Petition demonstrates the obviousness of [1.4]—specifically, that it would have been obvious for Bodart’s virtual assistant to receive and store login credentials (e.g., “*request to provision*”) to facilitate a user’s access to “*a second service.*” Pet., 32-34. PO disputes the Petition’s analysis by relying on its incorrect construction of “*request to provision.*” Section II.A. For that reason alone, PO’s argument fails. Ex.1030, ¶30.

PO also mischaracterizes the Petition’s analysis. The virtual assistant receives the user’s login credentials “**for accessing** the IM [instant message] service.” Pet., 32. When a user desires to use an IM or email client application to view IMs or emails, they first enter their credentials and server information to login to the service. *See* Pet., 32-34, 39, 43; Ex.1003, ¶¶31-32 (citing Ex.1012).

While it would have been obvious to store this information, PO incorrectly views the act of storing credentials (alone) as corresponding to the “*request to provision.*” POR, 32. Rather, the Petition identifies the user’s entire act of “Configuring Bodart’s virtual assistant” as a “*request to provision.*” Pet., 32; Ex.1030, ¶31.

The prior art also renders [1.4] obvious even under PO’s incorrect construction of “*request to provision.*” PO argues that the claimed provisioning must “add a new service.” POR, 32. It is undisputed background knowledge of a POSITA that accessing email or IM services requires login credentials. Ex.1003, ¶31. Since IM and email servers required credentials to login and access a user’s messages, Bodart’s virtual assistant would be unable to handle incoming IMs or search the user’s emails without the user’s email password. *See* Pet., 32-34 (citing Ex.1005); Ex.1030, ¶31. Thus, the virtual assistant’s “automating [of] routine tasks” (involving IM and email messages) are new services made available by the user’s actions to configure the virtual assistant (those actions collectively being a “*request to provision*”). Ex.1005, [0001]; Pet., 34; Ex.1030, ¶32. The Petition references many new services offered by or through the virtual assistant, including “sending an IM to a user receiving a phone call,” “having a user’s email read to her by phone,” and sending a text or IM message “to determine the user’s availability.” *See, e.g.*, Pet., 36, 38, 42.

PO suggests that it would not be a “new service” for Bodart’s virtual assistant to automate things that a user could do for themselves. POR, 32 (“...the user already has access to [IM and email] services...”). PO fails to explain why a POSITA would have considered—as just one example—“having a user’s email read to her by phone” to be the same “*service*” as using a typical, text-based email application. Ex.1005, [0002]. Listening to emails over a phone is plainly a new and different “*service*” from seeing email text on a screen. Ex.1030, ¶32. PO’s argument is also contrary to the ’254 specification, which indicates that the claimed “*second service*” may be “any” service (Ex.1001, 8:33-36), and that the “*second identifier*” may be the user’s “real email address.” Ex.1001, 7:47-48. A POSITA would have understood that the user’s “real email address” is the identifier the user is already using to send and receive emails—in other words, the identifier for an existing service. Ex.1030, ¶33. Thus, the “*second service*” does not have to be a new service for the user, as PO argues.

In summary, configuring the virtual assistant to access the user’s existing services or to provide new services renders obvious the “*request to provision*.” PO’s arguments are meritless.

C. Obvious to “*create a mapping from the first telephone number to a second identifier*” ([1.6])

The Petition explains that it would have been obvious for receiving login credentials to include creating “*a mapping from the first telephone number to a second identifier.*” Pet., 36-37; Ex.1003, ¶¶128-129. Banister discloses relevant implementation details (e.g., a database) for storing the mapping information. Pet., 36-37; Ex.1003, ¶¶128-129.

PO argues, however, that the Petition does not show that “the ‘*mapping*’ or ‘*associat[ing]*’ limitations” occur “*responsive to receiving the request.*” POR, 37. This argument is based on PO’s incorrect construction of “*request to provision.*” See Section II.A. Therefore, PO’s argument fails.

PO also argues that there would be no “*mapping*” in the prior art combination because the virtual assistant “already knows the user’s telephone number.” POR, 38. But PO fails to explain how the virtual assistant would obtain such information other than the obvious process discussed in the Petition: the user would “configure the virtual assistant’s user data module” (Pet., 34), which would create a “*mapping*” from telephone number to email or IM. Pet., 38-39; Ex.1030, ¶34.

PO next argues that Bodart would not need a “*mapping*” because Bodart routes calls “based on the caller’s telephone number.” POR, 37, 38. But Bodart’s

virtual assistant would also use the callee's telephone number (i.e., the number being called) to determine which of its configured users (1) to inform via IM that they received a call to their number or (2) to inform via phone call that they received an email. Ex.1005, [0060]; Ex.1006, Abstract, 4:14-17; Pet., 35-39. Incorporating Banister's mapping database would "facilitate [these] functionalities that involve two different types of communication identifiers." Pet., 37, 38; Ex.1030, ¶¶34, 39.

D. Obvious to "*activate the second service with the second provider*" ([1.7])

The Petition shows that it would have been obvious for Bodart's virtual assistant to access an IM or email service ("*activate the second service*") using the login credentials discussed in [1.3] ("*responsive to*" the request). Pet., 39-41. PO's counterarguments fail because of their dependence on its incorrect interpretations of the "*request to provision*" and to "*activate.*" PO's arguments also fail even under PO's incorrect interpretations.

The Petition explains that it would have been obvious for Bodart's virtual assistant to use the IM or email login credentials during the configuration process, "for example to confirm that the username and password are correct." Pet., 40. So while the user's IM or email account might have already existed, the virtual assistant's IM- or email-based services would not have been "*activate[d]*" until the

user provided their login credentials and the virtual assistant confirmed its access to those accounts. *See* Pet., 39-41; Ex.1003, ¶¶31-32 (login procedure for IM and email client applications); Ex.1030, ¶36.

Dr. Houh testified that activating a service includes making that service available at, or within, Bodart's virtual assistant. *See* POR, 39 (citing Ex.2008). Subscribing may lead to service activation, but the service is not "*activate[d]*" until it can be used. Ex.1030, ¶36. Logging in with the user's credentials to gain authenticated access would have allowed the virtual assistant to provide an IM- or email-based service. Pet., 39-41; Ex.1030, ¶36.

PO argues that this form of "*activat[ion]*" is "within Bodart's virtual assistant, and not 'activate[d]...with the second provider.'" POR, 39. But the service being "*activate[d]*" involves the virtual assistant accessing the user's IM or email account, which is provided by "*the second provider*," such as AOL, Microsoft, Gmail, or Hotmail. Pet., 35. Thus, having the virtual assistant log into the second provider's server to gain authenticated access to the service is activating the service "*with the second provider.*"³ Pet., 40-41; Ex.1030, ¶37.

³ The '254 patent describes "second services" that (like Bodart's virtual assistant services) would be accessed via the "*first [telephone] service*," including "text messaging, voice mail, [and] voice attendant." Ex.1001, 11:37-40.

E. Obvious to “associate the second service with the first telephone number” ([1.8])

PO argues that the virtual assistant's handling of an incoming call is “determined by the caller's number—not the telephone number of the virtual assistant user.” POR, 45. That understanding is illogical and contrary to Bodart, which explains how the user (i.e., the callee) configures the virtual assistant's rules. Ex.1005, Abstract (“...enabling a user to create rules...”), [0024]. Since different users would want different rules, it would have been obvious for the virtual assistant to use both the caller's number and the called (user's) number to determine which rule(s) to apply. Ex.1030, ¶¶38-39. For example, the user's phone number (“*the first telephone number*”) would be used to identify the user's rules, and thus, the user's phone number would be “associate[d] with” the IM- or email-based action (“*second service*”). Pet., 32, 41-43. In other words, Bodart's rules associate the user's telephone service (identified by a “*first telephone number*”) with other communication modalities, and therefore “associate” the user's phone number “with the second service.” Ex.1030, ¶39.

PO also argues that any “associat[ing]” in Bodart is not “responsive to receiving the request.” POR, 46. PO's argument focuses on rule execution, ignoring that since the rules associate the user's phone number with IM or email functionality (Pet., 41-43), the acts of creating and storing the configured rules also

correspond to the claimed “*associate*” step. Ex.1030, ¶40. As the Petition explains, the stored rules themselves “*associate*” IM or email services with “*first telephone number*.” Pet., 41-43 (“obvious...for the virtual assistant to use stored rules associating the IM service with ‘*the first telephone number*’....”). Dr. Houh confirms that “an association” is “embodied in the rule or set of rules stored in the user data module.” Ex.1003, ¶145. Bodart’s users create their own rules, so it would have been obvious for the rules to be configured as part of the same “*request*” process in which a user provides login credentials. Pet., 41-43; Ex.1005, [0024]; Ex.1030, ¶¶39-40.

The rules facilitating multi-modal automations associate the user’s phone number with services, as either a trigger (e.g., receiving a call to the user’s phone number), or a triggered action (e.g., placing a phone call to/from the user’s phone number). Pet., 41-43; Ex.1003, ¶¶144-145. Such rules involve the user’s email or IM address. Pet., 41-43. The virtual assistant would not “know” those addresses until the user inputs them, as part of the “*request to provision*.” Pet., 41 (referencing arguments for [1.4]); Ex.1003, ¶145. Thus, the virtual assistant creates and stores rules “*responsive to*” the user inputting the appropriate credentials (“*receiving the request*”). Pet., 41-43; Ex.1003, ¶145.

PO further argues that rule execution depends on an “uncertain condition,” namely occurrence of a phone call triggering a rule. POR, 46-47. But

“combinations of prior art that sometimes meet the claim elements are sufficient to show obviousness.” *Unwired Planet, LLC v. Google Inc.*, 841 F.3d 995, 1002 (Fed. Cir. 2016). Since Bodart’s example rules invoke a “*second service*” with a call to or from “*the first telephone number*” (Pet., 41-43), Bodart’s rules render obvious to “*associate the second service with the first telephone number.*” Ex.1003, ¶¶148-151.

F. Claims 7 & 13

Regarding claims 7 and 13, PO argues that forwarding or intercepting telephone calls “is not a ‘telephone service’ that is provided by ‘a first provider,’ such as ‘AT&T, Verizon, and Sprint.’” POR, 48-49. This assertion is unexplained and incorrect. AT&T, Verizon, and Sprint all offered call forwarding as a telephone service in the prior art period, and at least Verizon also offered call intercept. *See* Exs.1031-1034; Ex.1030, ¶28. PO’s argument is without merit.

G. Remaining claims

PO does not dispute the Petition’s analysis of claims 2, 6, 8, 12, or 14. Because the Petition’s strong showing of obviousness is unrebutted, the Board should find these claims unpatentable.

IV. GROUND 2

A. de Castro renders obvious [1.3].

The Petition shows that de Castro's customer/developer provides a telephony application embodied as an app script, and that the server executes the app script indicating both the dialing user's number and the dialed number in the commands. Pet., 57-61. PO's arguments to the contrary are without merit.

1. de Castro discloses a "*first provider*" that provides "*telephone service*."

PO argues that directing how "the [telephone] call/media is to be handled" is not a "*telephone service*." POR, 51. Relatedly, PO asserts that de Castro's customer/developer is not a "*provider*" that "*provides telephone service*" because the customer/developer is an "application developer who codes application scripts with the user's preferred programming languages...." POR, 52. These arguments are conclusory, supported solely by a declaration that parrots the attorney argument. Ex.2006, ¶¶130-132. Thus, PO's arguments fail.

PO acknowledges, but largely ignores, de Castro's description of the customer/developer as a provider of a "telephony-enabled service." Ex.1008, [0002]; POR, 51. PO does not point to any disclosure in the '254 defining "*telephone service*"—let alone defining it, counterintuitively, to exclude services that are enabled or accessed by telephone. Even if "*telephone service*" were

understood to include only “legacy telephone services” that provide “voice service over the PSTN” (Ex.1001, 1:43-46, 6:11-14), this would not distinguish de Castro, which also describes PSTN calling. Ex.1008, [0006], [0139].

PO also argues that de Castro’s services are not “*telephone service[s]*” because they are potentially accessible by anyone with a telephone. POR, 57 (“the service can be ‘associated’ with many different telephone numbers”). By that logic, a telephone call would not be a “*telephone service*”—not for the dialing party (since they could call any telephone number) and not for the call recipient (since they could receive a call from any telephone number). PO’s illogical argument lacks merit.

In summary, the Petition shows that de Castro’s developers are “*providers*” who “*provide telephone service*” because they create and provide telephone-based app scripts for use by end users (e.g., application clients 40). Pet., 57; Ex.1003, ¶216. The Board should find that de Castro’s discussion of a “telephony-enabled service” provided by a developer renders obvious the claimed “*telephone service*” from a “*first provider*.”

2. de Castro’s telephony application is “*associated with the first telephone number*.”

PO argues that de Castro’s telephony application is not “*associated with the first telephone number*.” POR, 52.

de Castro's telephony applications are "*telephone service[s]*" because they are "telephony-enabled" and users "access a specific communication application by calling a dialed number." Pet., 60 (*citing* Ex.1008, [0002], [0116], [0119].) PO does not address the Petition's analysis based on a "dialed number," and therefore PO's argument fails.

Regarding the dialing user's telephone number, PO insists that "there must be an established 'association' or link between the service and the telephone number." POR, 53. This argument fails because it is based on an incorrect construction of "*associated*." See Section II.D. PO also does not identify any claim language that would require a particular kind of association, nor any disclosure in the '254 specification explaining how to evaluate whether an association is sufficiently "established."

Finally, PO does not explain why, under its interpretation, de Castro's disclosure of explicitly including a telephone number in command messages for an app script does not "*associate[] the first telephone number with the first service*." Pet., 60; Ex.1003, ¶¶ 225-226. For instance, PO does not explain why the use of a phone number in messages for a specific app script does not reflect an "established" association based on "affirmative acts," such as the user's dialing of their phone. POR, 55-57; Pet., 60; Ex.1008, [0102], [0116]. In summary, PO fails to distinguish de Castro based on the "*associated*" limitation.

B. “a request to provision a second service for the first user” ([1.4])

PO argues that a user's phone call to de Castro's communication application is not a “*request to provision*” the application because a call to access an application is not a request to subscribe. POR, 57-59. This argument fails for at least the reason that PO's claim interpretation is wrong. *See* Section II.A. A POSITA would have understood that executing an application for a user is “*provision[ing]*” the service provided via that application. Ex.1030, ¶¶41-42.

Next, PO argues that claim 1 requires “both services [to] be used at the same time by the same user.” POR, 58. But that conclusory allegation goes unexplained, and PO identifies no claim language requiring simultaneity. Claim 1 recites no temporal relationship between the “*first service*” and “*second service*.” Similarly, PO's suggestion that the user must be “aware” of distinctions between the first and second services—that the services must have a “connection discernable by a user”—is wholly untethered from the claim language. POR, 59; Ex.1030, ¶43.

In any event, the Petition shows that any of several app scripts may be accessed by the same user 40. Pet., 61-63; Ex.1008, Fig. 14; Ex.1003, ¶¶230, 219 (app script 1 vs app script k, same user/client 40). The Petition argues that it would have been obvious for the user 40 to access a first app script 1, and also to access a second app script k, for example. Pet., 61 (discussing annotated Fig.14 of Ex.1008). Since the user “is able to access a specific communication application by

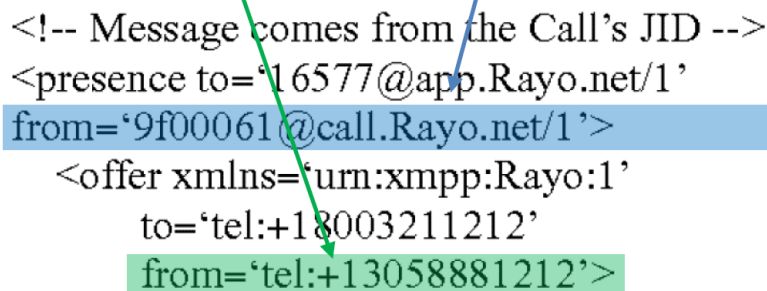
calling a dialed number” (Ex.1008, [0102]), it would have been obvious for the user to be “aware” that they are accessing different applications because they are dialing different numbers. Ex.1030, ¶43.

C. “mapping” ([1.6])

PO argues that the Petition does not allege that there is any “mapping” created between a dialed number and the Jabber ID. POR, 60.

This argument fails to address the Rayo protocol evidence cited in the Petition showing that both the dialing number (“from”) and the dialed number (“to”) are explicitly included in the Rayo commands and mapped to corresponding Jabber IDs:

Rayo server offers a call from a user's telephone number (bottom) using a JID (top).



The XML snippet is annotated with two arrows. A green arrow points from the text 'Rayo server offers a call from a user's telephone number (bottom) using a JID (top)' to the 'from' attribute of the <offer> tag, which contains the telephone number '+13058881212'. A blue arrow points from the same text to the 'from' attribute of the <presence> tag, which contains the Jabber ID '9f00061@call.Rayo.net/1'.

```
<!-- Message comes from the Call's JID -->  
<presence to='16577@app.Rayo.net/1'  
from='9f00061@call.Rayo.net/1'>  
  <offer xmlns='urn:xmpp:Rayo:1'  
    to='tel:+18003211212'  
    from='tel:+13058881212'>
```

Pet., 65; Ex.1008, [0041] (annotated).

While the annotations emphasize *mapping* “from” values (to which PO offers no response), the message also maps the “to” (dialed) Jabber ID to a “to” telephone number. Ex.1008, [0141]. Thus, the Petition shows that de Castro

discloses “*creat[ing] a mapping*” of either the dialing number or the dialed number to a Jabber ID. Pet., 63-66.

D. Limitations [1.7]-[1.8]

PO references the same arguments for [1.7] and [1.8] that were made in Ground 1. POR, 61-63. PO's arguments depend on incorrect constructions and therefore fail. For example, PO fails to explain how, for [1.7], de Castro's system would provide the services of App Script 610-k without “*activat[ing]*” the script. POR, 61. PO's argument for [1.8] ignores Petitioner's mapping of a dialing (“from”) number to the “*first telephone number.*” POR, 62-63. PO's only argument offered for that mapping depends on PO's incorrect interpretation of “*associated with*” and therefore lacks merit.

E. Claim 7

PO argues that claim 7 (but not claim 1) requires “having a user's phone access two different communication applications hosted by different customers/developers using de Castro's system.” POR, 63-64. PO does not identify what claim language it relies on for this argument. As noted in the Petition, claim 7 simply recites features from claim 1 (other than the “*database*” and “*server*”) in method form. Pet., 72-74. PO fails to explain how claim 7, by omitting the database and server, somehow adds a limitation not found in claim 1.

Regardless, the argument invokes concepts found expressly in claim 2, which recites that a “plurality of services are utilized by the first user.” PO does not dispute the Petition’s reliance on de Castro’s disclosure that clients can “access the applications” (plural), thus rendering obvious having a client access two or more applications.⁴ Ex.1008, [0115]; Pet., 71-72; Ex.1030, ¶43.

F. Remaining claims

PO refers the same arguments made above for claim 1 to allege that claims 2, 6, 8, and 12-14 are not unpatentable over de Castro. PO’s arguments fail for the same reasons.

V. DR. MADISETTI’S TESTIMONY DESERVES NO WEIGHT.

Most of Dr. Madisetti’s declaration simply parrots the Petition or quotes verbatim from the withdrawn declaration of Dr. Akl. For example, Ex.2006, ¶¶69-75 is taken verbatim from Dr. Akl’s earlier declaration. *See* Ex.2002, 54-61. The text of Dr. Madisetti’s ¶¶76-91 and 95-109 is nearly verbatim to text found at POR, 22-39, with very minor additions such as “[i]n my opinion,” or “[b]ased on my reading of Dr. Houh’s testimony.”

⁴ By seeking to interpret claim 7 as encompassing features found in claim 2—which PO does not dispute are taught by the prior art—PO cannot credibly allege that the Petition’s claim 2 analysis constitutes a new argument here.

Dr. Madisetti also appears to have misread the claims. At deposition, Dr. Madisetti suggested that claim 1 requires that the “provider”—not “*the server*”—performs the “*receive*,” “*activate*,” and “*associate*” steps. Ex.1029, 88:25-89:11. This is plainly wrong.

Accordingly, Ex.2006 should be given little or no weight. *Xerox Corp. v. Bytemark, Inc.*, IPR2022-00624, Paper 9 at 15 (Aug. 24, 2022) (precedential); 37 C.F.R. §42.53.

VI. CONCLUSION

The Board should find the Challenged Claims unpatentable.

Respectfully submitted,

Dated: March 15, 2024
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CERTIFICATE OF WORD COUNT

Pursuant to 37 C.F.R. § 42.24(d), Petitioner hereby certifies, in accordance with and reliance on the word count provided by the word-processing system used to prepare this Reply, that the number of words in this paper is 5,544. Pursuant to 37 C.F.R. § 42.24(d), this word count excludes the table of contents, table of authorities, certificate of service, certificate of word count, appendix of exhibits, and any claim listing.

Dated: March 15, 2024

/Theodore M. Foster/

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CERTIFICATE OF SERVICE

The undersigned certifies that, in accordance with 37 C.F.R. § 42.6(e) service was made on Patent Owner as detailed below.

Date of service March 15, 2024

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