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Paper 10
Date: December 7, 2023

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

CISCO SYSTEMS, INC.,
Petitioner,

v.

ZILKR CLOUD TECHNOLOGIES, LLC,
Patent Owner.

IPR2023-00822
Patent 9,883,047 B1

Before KRISTEN L. DROESCH, KEVIN C. TROCK, and MICHAEL T. CYGAN, *Administrative Patent Judges*.

CYGAN, *Administrative Patent Judge*.

DECISION
Granting Institution of *Inter Partes* Review
35 U.S.C. § 314

I. INTRODUCTION

A. Background and Summary

Cisco Systems, Inc. ("Petitioner") filed a Petition requesting an *inter partes* review of claims 1 and 4–7 of U.S. Patent No. 9,883,047 B2 (Ex. 1001, "the '047 patent"). Paper 2 ("Pet."). Zilkr Cloud Technologies, LLC ("Patent Owner") filed a Preliminary Response to the Petition. Paper 8 ("Prelim. Resp."). The Petition is supported by a declaration from Dr. Henry Houh. Ex. 1003 ("Houh Declaration"). The Preliminary Response is supported by a declaration by Dr. Robert Akl. Ex. 2001 ("Akl Declaration"). With our authorization, Petitioner filed a *Sotera* stipulation. Paper 9.

We have authority to determine whether to institute an *inter partes* review. *See* 35 U.S.C. § 314 (2016); 37 C.F.R. § 42.4(a) (2019). The standard for instituting an *inter partes* review is set forth in 35 U.S.C. § 314(a), which provides that an *inter partes* review may not be instituted "unless . . . there is a reasonable likelihood that the petitioner would prevail with respect to at least 1 of the claims challenged in the petition." For the reasons given below, on this record Petitioner has established a reasonable likelihood that it would prevail in showing the unpatentability of claims 1 and 4–7 of the '047 patent. Accordingly, we institute an *inter partes* review as to claims 1 and 4–7 of the '047 patent on the asserted ground of unpatentability.

B. Real Parties in Interest

Petitioner identifies Cisco Systems, Inc. as the real party-in-interest. Pet. 72. Patent Owner identifies Zilkr Cloud Technologies, LLC as the real party-in-interest. Paper 3, 1.

C. Related Matters

The parties represent that the '047 patent is involved in *Zilkr Cloud Technologies, LLC v. Cisco Systems, Inc.*, 2-22-cv-00166 E.D. Tex., filed May 20, 2022, and *Zilkr Cloud Technologies, LLC v. RingCentral, Inc.*, 3-21-cv-02807 N.D. Tex., filed Nov. 11, 2021, and terminated on April 12, 2022. Pet. 72; Paper 3, 1.

The parties represent that the '047 patent is related to U.S. Patent No. 9,210,254, which is involved in the *Inter Partes* Review proceeding IPR2023-00553. *Id.* The '047 patent is also related to U.S. Patent No. 9,998,607, which is involved in the *Inter Partes* Review proceeding IPR2023-00663. *Id.* The '047 patent is also related to U.S. Patent No. 9,883,048, which is involved in the *Inter Partes* Review proceeding IPR2023-00809. *Id.*

D. The '047 Patent

The '047 patent is titled "Multiple Service Group Interactions and Authorizations." Ex. 1001, code (54). The '047 patent issued from Application No. 15/094,920, filed on April 8, 2016, and claims priority, via continuation applications, to Provisional Application No. 61/888,856, filed on October 9, 2013. *Id.* at codes (21), (22), (60), (63).

The '047 patent relates to seamless integration of a telephony network and an internet-based network of third party applications through a unified services platform. Prelim. Resp. 4. Customers having traditional analog telephone service may wish to add services and applications to their telephone systems. Ex. 1001, 1:23–33. However, many new services and applications are supplied by other providers, and will often use different rules, interfaces, and policies. *Id.* at 1:33–38. The '047 patent provides a unified services platform that establishes service accounts for different

application service provider systems, and integrates the different application programming interfaces (APIs) of each system therein. *Id.* at 2:44–62. The unified system further provides a description of the services, and permits users to trigger actions by a policy and rules engine that operates neutrally across network providers and application developers. *Id.* at 7:41–53.

E. Illustrative Claim

Claim 1 is illustrative, and recites as follows:[1]

> 1. [1.0] A method of provisioning a service for use with a group plan, the method comprising:
>
> [1.1] receiving, by a unified services platform system, a subscription request for a service for a group plan,
>
> [1.2] wherein the group plan comprises a plurality of telephone numbers, wherein each telephone number of the plurality of telephone numbers is associated with a subscriber, and
>
> [1.3] wherein the service is provided by a third party application service provider system;
>
> [1.4] sending, by the unified services platform system, an activation request for the group plan to the third party application service provider system,
>
> [1.5] receiving an activation response from the third party application service provider system;
>
> [1.6] associating the service with each telephone number of the plurality of telephone numbers;
>
> [1.7] providing access to the service for each telephone number based on the associating;
>
> [1.8] receiving, by the unified services platform system, a subscription request for a second service from a subscriber associated with a first telephone number of the plurality of telephone numbers,

[1] Bracketed numbering added as per the Petition.

[1.9] wherein the second service is provided by a second third party application service provider system;

[1.10] sending, by the unified services platform system, a second activation request for the service to the second third party application service provider system;

[1.11] receiving a second activation response from the second third party application service provider system;

[1.12] associating the second service with the first telephone number; and

[1.13] providing access to the second service for the first telephone number based on the associating.

F. Evidence

Petitioner relies on the following patent publication evidence.

Name	Patent Document	Exhibit
Raleigh	US 2013/0132854 A1	1005

G. Prior Art and Asserted Grounds

Petitioner asserts that claims 1 and 4–7 would have been unpatentable on the following grounds:

Claim(s) Challenged	35 U.S.C. §	Reference(s)/Basis
1, 4–7	103[2]	Raleigh

II. ANALYSIS

A. Legal Standards

A claim is unpatentable under 35 U.S.C. § 103 if the differences between the claimed subject matter and the prior art are such that the subject matter, as a whole, "would have been obvious at the time the invention was made to a person having ordinary skill in the art [to which said subject

[2] Petitioner asserts, and we agree for purposes of institution, that the AIA patentability scheme applies to the '047 patent. *See* Pet. 13.

matter pertains]." *KSR Int'l Co. v. Teleflex Inc.*, 550 U.S. 398, 406 (2007). The question of obviousness is resolved on the basis of underlying factual determinations including: (1) the scope and content of the prior art; (2) any differences between the claimed subject matter and the prior art; (3) the level of ordinary skill in the art; and (4) objective evidence of non-obviousness.[3] *See Graham v. John Deere Co.*, 383 U.S. 1, 17–18 (1966).

B. Level of Ordinary Skill in the Art

Petitioner asserts that a person of ordinary skill in the art ["POSITA"] in 2013

> would have had experience in and knowledge of telecommunications and networking technologies. A POSITA would have had a bachelor's degree in electrical engineering, computer science, computer engineering, or an equivalent. A POSITA would have also had two years of experience in telecommunications and networking. Lack of education can be remedied by additional professional experience, and lack of professional experience can be remedied by additional education.

Pet. 12 (citing Ex. 1003 ¶ 21). Patent Owner takes no position with respect to Petitioner's description of this hypothetical person. Prelim. Resp. 13–14. For purposes of this Decision, we adopt Petitioner's proposed level of ordinary skill, as it appears to be consistent with the specification of the '047 patent and the prior art of record.

C. Claim Construction

In an *inter partes* review, we construe a patent claim "using the same claim construction standard that would be used to construe the claim in a civil action under 35 U.S.C. § 282(b)." 37 C.F.R. § 42.100(b) (2019).

[3] Neither party presents evidence or arguments regarding objective evidence of non-obviousness at this stage.

Under this standard, the words of a claim generally are given their "ordinary and customary meaning," which is the meaning the term would have to a person of ordinary skill at the time of the invention, in the context of the entire patent including the specification. *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312–13 (Fed. Cir. 2005) (en banc).

Here, neither party asserts that any term requires specific construction to resolve the controversy. Pet. 12; Prelim. Resp. 12. We agree that no term is in controversy, and therefore, we do not need to construe any term. *See Nidec Motor Corp. v. Zhongshan Broad Ocean Motor Co.*, 868 F.3d 1013, 1017 (Fed. Cir. 2017) (noting that "we need only construe terms 'that are in controversy, and only to the extent necessary to resolve the controversy'" (quoting *Vivid Techs., Inc. v. Am. Sci. & Eng'g, Inc.*, 200 F.3d 795, 803 (Fed. Cir. 1999))). Consequently, each claim term is given its ordinary and customary meaning.

D. Obviousness over Raleigh

Petitioner asserts that claims 1 and 4–7 are unpatentable under 35 U.S.C. § 103 as obvious over Raleigh. Pet. 13–66. Patent Owner provides arguments and evidence against these assertions. Prelim. Resp. 14–21.

Upon consideration of Petitioner's explanations and the totality of evidence in this current record, we are persuaded that Petitioner has demonstrated a reasonable likelihood of prevailing in showing that claims 1 and 4–7 are unpatentable under § 103 as obvious over Raleigh.

1. Raleigh

Raleigh is titled "Service Plan Design, User Interfaces, Application Programming Interfaces, and Device Management." Ex. 1005, code (54). Raleigh relates to enabling mobile wireless subscribers to "view, research, select and customize service plans for one or more mobile wireless

communication devices." *Id.* ¶ 53. Raleigh describes allowing subscribers "to create and manage a group of two or more devices . . . without service provider involvement." *Id.* Subscribers may "fully or partially assign a service plan" and "manage sharing, assigning, and restricting use of service plans by devices within a device group," where managing includes "adding, deleting, or modifying devices or properties of devices, service plans, service accounts." *Id.* ¶¶ 53–54. Services may include "voice, messaging, and data services offered by wireless service providers (e.g., carriers)." *Id.* ¶ 50.

Raleigh describes a "service account" as that which permits mobile user to communicate over a particular wireless communication network to access a service offered by a service provider. Ex. 1005 ¶ 381. Raleigh describes a "service provider" in a variety of manners, depending on the context. Raleigh describes that a service provider may be one of an operator of a wireless communication network, retail partner, or a third party service partner. *Id.* ¶¶ 381, 643, 1011, 1610, 1700. In some embodiments, the service provider may be a carrier. *Id.* ¶¶ 428, 442, 643, 826, 1010, 1238. Other embodiments refers to a "network operator/carrier/service provider" or "e.g., a wireless network operator or a third party service provider." *Id.* ¶¶ 463, 477. Raleigh describes the "service provider network" as "the network that includes the control plane servers," that, "in some embodiments, the service provider (e.g., service owner) is defined by the entity that maintains and/or manages the service controller 125 associated with and controlling the service processors 115 that are inside the devices 105 using the service." *Id.* ¶¶ 1302, 1305.

Raleigh describes a service plan as that which allows access to services (voice, text, VOIP, chat) offered by a service provider. *Id.* ¶ 381.

Raleigh describes a third party service partner system as, for example, iTunes or Application Store or iCloud. *Id.* ¶¶ 467, 741. Raleigh describes that a third party service partner system may be an alternative to a service provider to "participate in processes to select service providers and/or services (and activate service accounts and/or services for service providers)." *Id.* ¶ 1832.

2. Analysis of Claim 1

We begin our analysis of Petitioner's obviousness contentions with Petitioner's assertions as to claim 1.

a) Limitations [1.0]–[1.3]

Limitation [1.0] recites, "[a] method of provisioning a service for use with a group plan, the method comprising." Petitioner points to Raleigh's description of "service plan provisioning," where services may include voice, messaging, data, Internet access, voice over IP, video chat, and a story-reading service referred to as "iStoryBooks," as teaching the claimed provisioning of services. Pet. 20 (citing Ex. 1005 ¶¶ 57, 381; Ex. 1003 ¶¶ 55–56), 25 (citing Ex. 1005 ¶¶ 841–842), 27 (citing Ex. 1005, Fig. 15I; Ex. 1003 ¶ 76). Petitioner points to Raleigh's description of the "iStoryBooks" service plan as being available to both master and child devices on a single plan. *Id.* at 28–29 (citing Ex. 1005, Figs. 11A, 11D, ¶¶ 841–842; Ex. 1003 ¶ 78).

Petitioner further points to Raleigh's description of device groups in which a single "master service account" is associated with several phones. *Id.* at 20–21 (citing Ex. 1005 ¶¶ 53, 382), 25–27 (citing Ex. 1005 ¶¶ 818 ("service plans can be shared among multiple devices in a device group"), 383 ("[f]or example, a parent might want to purchase a single service plan that is shared among all members of the family"), 927–929, Fig. 15I;

Ex. 1003 ¶ 75). Petitioner asserts that, in this manner, Raleigh's master service account teaches the claimed group plan.

Limitation [1.1] recites, "receiving, by a unified services platform system, a subscription request for a service for a group plan." Petitioner points to Raleigh's "third party service partner system" as teaching the claimed "unified services platform system." Pet. 23 (citing Ex. 1005 ¶ 1848; Ex. 1003 ¶ 66). Raleigh describes its third party service partner system as an "application store" or "'marketplace' similar to Apple's App Store," maintained by a third party service partner. *Id.* (citing Ex. 1005 ¶¶ 1832, 1605, 1610, 1711). Because the third party service partner system provides communication service plan purchase and management to users of mobile devices for different service providers, Dr. Houh declares that a person having ordinary skill in the art would have understood it to be a "unified services platform system." Ex. 1003 ¶¶ 66–67; Pet. 23.

Petitioner asserts that the third party service partner system receives a service plan selection; i.e., subscription, from a user's wireless communication device. Pet. 23–24 (citing Ex. 1005, Fig. 36A; Ex. 1003 ¶ 69). With respect to the service being for a group plan, Petitioner points to Raleigh's description of service plan selection and activation features used for a service account, and asserts a person having ordinary skill would understand, or find it obvious, that Raleigh's master service plan, which is a group plan as described above, is one type of service plan contemplated by Raleigh. *Id.* at 21 (citing Ex. 1003 ¶¶ 62–63); 25–26 (citing Ex. 1005 ¶¶ 1840, 1846). In this manner, Petitioner asserts that Raleigh's third party service partner system receives a subscription request for a group plan, thereby teaching limitation [1.1].

Limitation [1.2] recites, "wherein the group plan comprises a plurality of telephone numbers, wherein each telephone number of the plurality of telephone numbers is associated with a subscriber." Petitioner points to Raleigh's depiction of multiple telephone numbers in a single master service account. *Id.* at 30–31 (citing Ex. 1005 ¶¶ 558–559, 737, 789, Figs. 8A, 9G; Ex. 1003 ¶¶ 80–81).

Limitation [1.3] recites, "wherein the service is provided by a third party application service provider system." Petitioner points to Raleigh's service plan as being provided by a service provider system, which may be a "third party service provider." *Id.* at 32 (citing Ex. 1005 ¶ 477; Ex. 1003 ¶ 85).

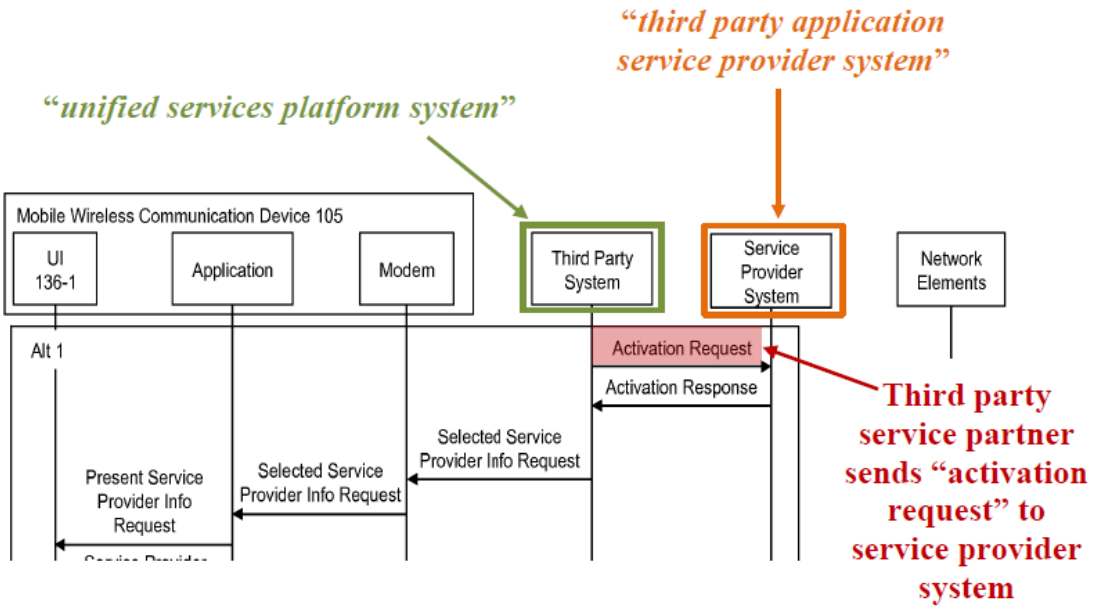
Patent Owner does not specifically contest Petitioner's assertions for limitations [1.0]–[1.3]. *See* Prelim. Resp. 14–21.

We find Petitioner's uncontested assertions persuasive for limitations [1.0]–[1.3]. On the current record, as detailed above, Petitioner has persuasively shown Raleigh to teach a group plan comprised of a plurality of subscriber-associated telephone numbers in a service account, in which a subscription request is received for that plan by a unified services platform system (Raleigh's "third party service partner system," which may be an "application store") and provided by a third party application service provider system (Raleigh's "service provider").

b) Limitations [1.4]–[1.5]

Limitation [1.4] recites, "sending, by the unified services platform system, an activation request for the group plan to the third party application service provider system." Limitation [1.5] recites, "receiving an activation response from the third party application service provider system."

As discussed above, Petitioner maps the claimed unified services platform system to Raleigh's third party service partner system. Petitioner maps the claimed third party application service provider system to Raleigh's service provider system, illustrated in Figure 35A. Pet. 34. Petitioner provides an annotated, partial reproduction of Figure 35A to illustrate its assertion:



Annotated Figure 35A depicts an activation request sent from a "third party system" to a "service provider system," and an activation response sent from the service provider system to the third party system, with the third party system sending a "Selected Service Provider Info Request" to Mobile Wireless Communication Device 105. *Id.*

Relying on Dr. Houh's testimony, Petitioner asserts that one having ordinary skill in the art would combine the service provider selection process of Figure 35 with the service plan selection process of Figure 36. Pet. 18–19, 22, 33–35. Dr. Houh further testifies that the software changes required for such a combination would have been within the skill level of a person of

ordinary skill in the art, with a reasonable expectation of success. Ex. 1005 ¶ 54.

Relying on its discussion of Raleigh's group plan for limitation [1.1], Petitioner asserts that a person having ordinary skill in the art would have found it obvious that Raleigh's activation request would be for a group plan. *Id.* at 35 (citing Ex. 1003 ¶ 93).

On the current record, we determine that Petitioner has made a showing sufficient for institution that Raleigh teaches limitations [1.4] and [1.5]. We agree that the claimed activation request and response for the group plan, communicated between the unified services platform system and the third party application service provider system, is taught by a combination of Raleigh's service provider application process (Figure 35) and Raleigh's service selection process (Figure 36). Pet. 18–19, 22, 33–35.

We credit Dr. Houh's testimony supporting Petitioner's rationale for combining the teachings of Raleigh. Dr. Houh testifies that the service selection process of Figures 36A and 36B may be conducted in conjunction with the selection of a service provider as described in Figures 35A and 35B. Ex. 1003 ¶ 90. Dr. Houh further testifies that Raleigh describes a comprehensive architecture that would suggest to a person having ordinary skill in the art that the service selection and activation procedures of Figures 35 and 36 are interrelated and combinable. *Id.* ¶¶ 51–52. Dr. Houh points to statements in Raleigh that the teachings of numerous Figures, including those describing managing services for a master service account, "can apply equally" to the teachings of Figures 35 and 36. *Id.* ¶ 51 (citing Ex. 1005 ¶¶ 1841, 1847, 1851, 1853, 1855, 1856). Dr. Houh testifies that, in view of these statements, a person having ordinary skill in the art would have been motivated to combine Raleigh's service selection processes with

Raleigh's service plan management processes. *Id.* ¶ 54. We agree that for purposes of institution, such a combination is supported by the current record and teaches limitations [1.4] and [1.5].

We do not find Patent Owner's arguments to be availing on the current record. *See* Prelim. Resp. 14–18. Patent Owner argues that Raleigh's service provider is a carrier, which would not teach the claimed "third party application service provider." *Id.* at 15 (citing Ex. 2001 ¶ 43). Patent Owner points to Raleigh's service activation depicted in Figures 35A and 35B as the establishment of a new service account with a carrier. *Id.* (citing Ex. 1005 ¶ 1840). Patent Owner's declarant, Dr. Akl, states that in the context of Figure 35A's selection of the service provider for the mobile device, a service provider must be a carrier. Ex. 2001 ¶ 46 (citing Ex. 1005 ¶¶ 1839–1845). While admitting that Raleigh describes that the service provider may be a third party service partner, Dr. Akl limits such a circumstance solely to Raleigh's selection of services depicted in Figures 36A and 36B. *Id.*

We do not agree with Dr. Akl's testimony that Raleigh's service provider may not be a third party service partner in its service activation process, because Dr. Akl's testimony is unduly limited to certain embodiments. For example, Dr. Akl relies upon an embodiment in which the mobile device is pre-programmed to function with a particular service provider. Ex. 2001 ¶ 46 (citing Ex. 1005 ¶ 1839); Prelim. Resp. 15. However, Raleigh teaches a more general process in which the user selects a service provider that may be based on information retrieved from the third party service partner system (Figure 34A, ¶ 1834) or on a "set of service provider options presented to the user" (Figure 35A, ¶ 1838). Ex. 1005 ¶¶ 1834, 1838. As Dr. Houh has testified, Raleigh explicitly mentions, at

numerous points throughout its disclosure, that its service provider may be any of an operator of a wireless communication network, retail partner, or a third party service partner. Ex. 1003 ¶ 48; *see* Ex. 1005 ¶¶ 381, 643, 1011, 1610, 1700.

Dr. Akl's testimony does not explain why Raleigh's general teaching that a service provider may be a third party service partner does not apply. In its discussion of Figure 35, Raleigh discusses "the selected service provider," which indicates that it is not limited to the pre-selected carrier embodiment that Dr. Akl relies upon, but also includes Raleigh's user-selected service provider process. Ex. 1005 ¶¶ 1838 ("the user selects a service provider from the set of service provider options presented"), 1840 ("the activation request includes information . . . [obtained] during the service provider selection process"). Thus, the evidence of record contradicts Dr. Akl's testimony that the service provider must be a predefined carrier, and firmly supports Petitioner's assertion that Raleigh's service provider system may be other entities such as a third party service partner.

Patent Owner next argues that Petitioner's reliance on Raleigh's activation request and response for the selection of a *service provider* does not show an activation request and activation response for a *service* for the group plan, as required by limitations [1.4] and [1.5]. Prelim. Resp. 16–18. Patent Owner argues that the selection of services depicted in Figures 36A and 36B occurs only after the service provider is selected in the process depicted in Figures 35A and 35B, and therefore, that the activation request and response in Figures 35A and 35B is not for a service. Prelim. Resp. 16–17 (citing Ex. 1005 ¶ 1846; Ex. 2001 ¶ 47). Patent Owner argues that this sequence better explains Raleigh's description that "[i]n some embodiments,

selection of a service is conducted in conjunction with selection of a service provider as described above." *Id.* (citing Ex. 1005 ¶ 1846). Patent Owner argues that its interpretation, not Petitioner's, is consistent with Raleigh's statement that

> [i]n some embodiments, selection of a service is prompted by a notification trigger condition for the mobile wireless communication device 105, e.g., detection of no service plans, detection of an expiring or expired service plan, monitoring of particular service activities, monitoring of service usage, detection of a change in network state, etc."

Id. (citing Ex. 1005 ¶ 1846).

Patent Owner's argument that Figure 36 is a separate process (selecting service plans) from Figure 35 (selecting a service provider) does not fully address Petitioner's assertion of unpatentability. Petitioner, like Patent Owner, acknowledges that Figure 35 describes selecting a service provider and that Figure 36 describes selecting a service. Pet. 19 (citing Ex. 1005 ¶ 1846; Ex. 1003 ¶ 52). Yet Petitioner also asserts that Raleigh teaches that elements may be combined so as to use procedures from Figure 35 in the service plan process of Figure 36. *Id.* (citing Ex. 1003 ¶ 52). Petitioner points out that Raleigh describes its description of managing services for a master service account as being applicable equally to service provider selection, service provider account activation, and service selection. *Id.* (citing Ex. 1005 ¶¶ 739, 741, 743, 1833, 1841). Dr. Houh testifies that such description in Raleigh suggests the combination of service selection processes and service plan management. Ex. 1003 ¶ 54. Although we credit Patent Owner's evidence that Raleigh's service provider selection occurs prior to its service selection, that evidence does not show that features from the service provider process are not applicable to, and would not have

been obvious to have been applied to, the service selection process. On the current record, for purposes of institution, we agree with Petitioner that Raleigh's description of the service selection of Figures 36A and 36B as being "conducted in conjunction with selection of a service provider" of Figures 35A and 35B sufficiently teaches the claimed "activation request for the group plan to," and "activation response from," the third party application service provider system.

c) Limitations [1.6]–[1.7]

Limitation [1.6] recites, "associating the service with each telephone number of the plurality of telephone numbers. Limitation [1.7] recites, "providing access to the service for each telephone number based on the associating."

Petitioner asserts that these limitations are taught by Figure 6B of Raleigh, which depicts a service provider system adding a selected service to a device or subscriber account(s). Pet. 36 (citing Ex. 1005, Fig. 36B; Ex. 1003 ¶ 96). Petitioner asserts that a person having ordinary skill in the art would have understood this to be "associating the service" with the service account. *Id.* at 37 (citing Ex. 1003 ¶¶ 97–98). Petitioner, referring back to its discussion of limitations [1.0]–[1.3], further asserts that the service would therefore be associated with the telephone numbers of the service account. Pet. 38, 40. Petitioner further asserts that Raleigh teaches providing access based on the associating, because its messages provide for provisioning of the selected service plans as a result of adding the selected service plan to the service account. *Id.* at 38–40 (citing Ex. 1005, Fig. 36B, ¶ 1852; Ex. 1003 ¶¶ 103–105).

Patent Owner does not specifically contest Petitioner's assertions for limitations [1.6] and [1.7].

We determine that Petitioner has sufficiently shown Raleigh's addition of a selected service, followed by provisioning of the selected service, to a service account comprised of multiple telephone numbers, to teach limitations [1.6] and [1.7], in the manner described by Petitioner.

d) Limitations [1.8]–[1.13]

Limitation [1.8] recites, "receiving, by the unified services platform system, a subscription request for a second service from a subscriber associated with a first telephone number of the plurality of telephone numbers." Limitation [1.9] recites "wherein the second service is provided by a second third party application service provider system." Limitation [1.10] recites, "sending, by the unified services platform system, a second activation request for the service to the second third party application service provider system." Limitation [1.11] recites, "receiving a second activation response from the second third party application service provider system." Limitation [1.12] recites, "associating the second service with the first telephone number." Limitation [1.13] recites, "providing access to the second service for the first telephone number based on the associating."

Petitioner asserts that limitations [1.8]–[1.13] are identical to the respective claim limitations of [1.1]–[1.7], except for the following differences. Pet. 41. First, that the subscription request is "for a second service." Regarding the subscription request being "for a second service," Petitioner points to Raleigh's description of multiple types of services. *Id.* Petitioner argues that it would have been obvious that Raleigh's third party services partner system would receive subscription requests for a first service, such as a messaging service, and for a second service, such as a voice over IP service. *Id.* at 41–42 (citing Ex. 1005 ¶ 381; Ex. 1003 ¶¶ 111–112).

The second difference asserted by Petitioner is that the subscription request is "from a subscriber associated with a first telephone number," because [1.1] does not specify who the request is from. Regarding the subscription request being "from a subscriber," Petitioner asserts that, because Raleigh refers to the user who manages the master service account as a subscriber, it would have been obvious for the service plan selection to have been sent by the user (subscriber) who is responsible for managing the master service account. *Id.* at 42 (citing Ex. 1005 ¶ 53; Ex. 1003 ¶ 114).

The third difference asserted by Petitioner is that the claimed second service is "provided by a second third party application service provider system." Pet. 41. Regarding the second service being provided by a "second third party" application service provider system, Petitioner asserts that Raleigh teaches that its communication service management, including service plan selection, purchase, modification, and control, is with multiple service partners. *Id.* at 42–43 (citing Ex. 1005 ¶ 1438; Ex. 1003 ¶ 115). As with limitation [1.3], Petitioner asserts that Raleigh describes that a service provider may be a third party service provider. *Id.* at 43 (citing Ex. 1005, Fig. 25H, ¶¶ 477, 1711; Ex. 1003 ¶ 115). Petitioner further points to Raleigh's description of a master device and secondary device being in communication with multiple service operators, each having a subscriber management system. *Id.* at 44–45 (citing Ex. 1005, Fig. 15I, ¶¶ 927–929; Ex. 1003 ¶ 118). Petitioner further points to statements of Dr. Houh asserting that a person having ordinary skill in the art would have known that messaging, data, and voice over IP services were commonly provided by different third party service providers. *Id.* at 45 (citing Ex. 1003 ¶ 120).

Patent Owner makes two arguments against Petitioner's assertions. First, Patent Owner argues that Petitioner's assertions are grounded in the same flawed reasoning present in its assertions for limitations [1.4] and [1.5]. Prelim. Resp. 18–19. However, as discussed in our analysis of those limitations, Petitioner's reasoning is sufficiently supported by the present record.

Second, Patent Owner argues that Petitioner's assertions fail because Raleigh does not teach repetition of the selection of the service provider; i.e., the carrier, for which Petitioner relies upon its activation request and response steps. *Id.* at 19–21. Patent Owner points to Raleigh's Figure 15I, which Petitioner relies upon for devices being in communication with multiple service operators. *Id.* at 19. Patent Owner argues that the service operators in Figure 15I are network operators that sell mobile devices, and that only a single service operator is selected. *Id.* at 19–20 (citing Ex. 1005 ¶ 926 ("in some embodiments, the subscribers sharing a service plan must be subscribed to the same service operator")). Dr. Akl states, "there is no indication that a mobile device may select multiple service operators/providers (and therefore repeat the activation and request steps)." Ex. 2001 ¶ 57.

However, as discussed in our analysis of limitations [1.4] and [1.5], Petitioner relies upon a combination of Raleigh's activation and request teachings of the selection of the service provider with Raleigh's service selection process. Petitioner's combination does not rely on repeating the service provider steps. Instead, Petitioner relies on Raleigh's teaching of selection of multiple services, in which such selection would have combined Raleigh's activation and request teachings from its description of its service provider selection. Because Raleigh's activation request and response

teachings would have been obvious to use in a selection of a service, and Petitioner shows Raleigh to teach multiple service selections, Petitioner has sufficiently shown that it would have been obvious to use Raleigh's activation and request teachings in a second service selection.

e) Determination

In view of the foregoing, we determine that Petitioner has sufficiently shown, for purposes of institution, that each element of claim 1 has been taught or suggested by the combined teachings of Raleigh. Further, that Petitioner has sufficiently shown, for purposes of institution, that a person having ordinary skill in the art would have reason to combine the teachings of Raleigh as suggested by Petitioner, and would have a reasonable expectation of success in doing so. On the record before us, and for purposes of institution, Petitioner has sufficiently shown that claim 1 would have been obvious over Raleigh.

3. Claims 4–7

Petitioner provides a detailed analysis of the limitations of claims 4–7, and points to teachings in Raleigh as meeting each limitation. Pet. 49–66. Patent Owner does not provide any additional reasons why Petitioner's assertions are unpersuasive. We have reviewed Petitioner's assertions for claims 4–7 and determine, for purposes of institution, that Petitioner has sufficiently shown Raleigh to teach each limitation of claims 4–7. *Id.*

In view of the foregoing, we determine that Petitioner has sufficiently shown, for purposes of institution, that each element of claims 4–7 has been taught or suggested by the combined teachings of Raleigh. Further, that Petitioner has sufficiently shown, for purposes of institution, that a person having ordinary skill in the art would have reason to combine the teachings

of Raleigh as suggested by Petitioner, and would have a reasonable expectation of success in doing so.

III. DISCRETIONARY DENIAL

Petitioner stipulates:

> If the PTAB institutes an IPR trial on the grounds presented in Petitioner's petition filed in this proceeding, IPR2023-00822, Petitioner will not pursue in the co-pending district court litigation (*Zilkr Cloud Technologies, LLC v. Cisco Systems, Inc.*, Case No. 2-22-cv-00166 (E.D. Tex.)) the specific grounds asserted in the petition, or any other ground that could have been reasonably raised in an IPR (i.e., grounds that could have been raised under §§ 102 or 103 on the basis of prior art patent or printed publications). *See Sotera Wireless, Inc. v. Masimo Corp.*, IPR2020-00109, Paper 12 at 18–19 (Dec. 1, 2020).

Paper 9.

We determine this stipulation possesses attributes sufficient to meet the requirements of *Sotera Wireless, Inc. v. Masimo Corp.*, IPR2020-01019, Paper 12 (PTAB Dec. 1, 2020) (precedential as to§ II.A). USPTO policy provides that, "[c]onsistent with *Sotera Wireless, Inc.*, the PTAB will not discretionarily deny institution in view of parallel district court litigation where a petitioner presents a stipulation not to pursue in a parallel proceeding the same grounds or any grounds that could have reasonably been raised before the PTAB." *Interim Procedure for Discretionary Denials in AIA Post-Grant Proceedings With Parallel District Court Litigation*, Memorandum, June 21, 2002, 3, 7–8 (available at https://www.uspto.gov/sites/default/files/documents/interim_proc_discretionary_denials_aia_parallel_district_court_litigation_memo_20220621_.pdf). Consequently, we do not exercise our discretion to deny institution.

IV. CONCLUSION

For the reasons discussed above, we conclude Petitioner has shown a reasonable likelihood of prevailing with respect to claims 1 and 4–7 of the '047 patent. We determine that the record supports institution. Accordingly, we institute an *inter partes* review of all challenged claims under the ground set forth in the Petition.

Our determination at this stage of the proceeding is based on the evidentiary record currently before us. This decision to institute trial is not a final decision as to patentability of any claim for which *inter partes* review has been instituted. Our final decision will be based on the full record developed during trial.

V. ORDER

For the foregoing reasons, it is:

ORDERED that pursuant to 35 U.S.C. § 314(a), an *inter partes* review is hereby instituted for the following asserted ground:

Claims Challenged	35 U.S.C. §	Reference(s)/Basis
1, 4–7	103	Raleigh

FURTHER ORDERED that pursuant to 35 U.S.C. § 314(c) and 37 C.F.R. § 42.4, notice is hereby given of the institution of a trial; the trial will commence on the entry date of this Decision.

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