

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

CISCO SYSTEMS, INC.,
Petitioner,

v.

ZILKR CLOUD TECHNOLOGIES, LLC,
Patent Owner.

Case IPR2023-00822
Patent 9,883,047

PATENT OWNER'S RESPONSE

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35 U.S.C. § 316(e);	7
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EXHIBIT LIST

Ex. No.	Description
2001	Withdrawn
2002	Claim Construction Order, <i>Zilkr v Cisco Systems, Inc.</i> , No. 2:22-cv-00166-JRG-RSP, Dkt. No. 121 (E.D. Tex. Aug. 3, 2023)
2003	Second Amended Docket Control Order, <i>Zilkr v Cisco Systems, Inc.</i> , No. 2:22-cv-00166-JRG-RSP, Dkt. No. 146 (E.D. Tex. Aug. 30, 2023)
2004	Declaration of Dr. Vijay Madisetti
2005	Deposition of Dr. Henry Houh (February 22, 2024)

CLAIM LISTING

Independent Claim 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,

1.9	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.

Dependent Claim 4	
4.0	The method of claim 1, wherein an API of the third party application service provider system is incompatible with an API of the network provider system.

Dependent Claim 5	
5.0	The method of claim 4, wherein the API of the third party application service provider system is integrated with the unified services platform system,

5.1	and wherein API of the network provider system is integrated with the unified services platform system,
5.2	and wherein the third party application communicates with the network provider system through the unified services platform system.

Dependent Claim 6	
6.0	The method of claim 1, further comprising: receiving, by the unified services platform system, a second subscription request for a second service for the group plan, wherein the second service is provided by a second third party application service provider system,
6.1	wherein an API of the third party application service provider system is incompatible with an API of the second third party application service provider system;
6.2	sending, by the unified services platform system, a second activation request for the group plan to the third party application service provider system,
6.3	receiving a second activation response from the third party application service provider system;
6.4	associating the second service with each telephone number of the plurality of telephone numbers; and
6.5	providing access to the second service for each telephone number based on the associating.

Dependent Claim 7	
7.0	The method of claim 1, further comprising: invoking the service in response to a triggering event associated with a first telephone number of the plurality of telephone numbers.

I. INTRODUCTION

Zilkr Cloud Technologies, LLC, the owner of U.S. Patent No. 9,883,047 (“the ’047 Patent”), submits its Patent Owner Response to the Petition of Cisco Systems, Inc. (“Cisco” or “Petitioner”) challenging the validity of Claims 1 and 4-7 of the ’047 Patent (“Challenged Claims”).

The Petition fails on the merits for multiple reasons. For example, the Petition fails to show that Raleigh teaches or suggests limitations [1.1]-[1.2] and [1.4]-[1.7] because Raleigh does not teach a request to subscribe each member of a group to a service or implementing such a request. In addition, the Petition fails to show that Raleigh teaches the “activation request” or “activation response” of claim limitations [1.4]-[1.5] and [1.10]-[1.11] because Raleigh’s “activation request” and “activation response” are not even for a service and do not correspond to the service identified in the Petition for limitation [1.1].

Patent Owner’s analysis is supported by the Declaration of Dr. Vijay Madiseti. Ex. 2004 (“Madiseti Decl.”). Dr. Madiseti is well-qualified to offer the opinions provided in this art. *See* Ex. 2004, Madiseti Decl., ¶¶ 3-31.¹

¹ Patent Owner hereby withdraws the Declaration of Dr. Robert Akl submitted with the Preliminary Response.

Patent Owner requests that the Board determine Petitioner has not met its burden to show by a preponderance of evidence that any Challenged Claim is unpatentable.

II. RELATED PROCEEDINGS IN DISTRICT COURT

The '047 Patent is involved in *Zilkr Cloud Technologies, LLC v. Cisco Systems, Inc.*, 2:22-cv-00166-JRG-RSP (E.D. Tex.) (“Texas Litigation”). The case is currently stayed. The '047 Patent was also involved in *Zilkr Cloud Technologies, LLC v. RingCentral, Inc.*, 3:21-cv-02807-S (N.D. Tex.), which was terminated on April 12, 2022.

III. THE '047 PATENT

The '047 Patent, entitled “Multiple Service Group Interactions and Authorizations,” was filed on April 8, 2016, and issued on January 30, 2018. Ex. 1001 at 1. The '047 Patent claims priority to continuation applications dating back to the filing of the application for Patent No. 9,210,254, filed November 22, 2013, and to provisional application No. 61/888,856, filed on October 9, 2013. *Id.*

The '047 patent provides technical solutions that can be used for digital services onboarding in telecommunications systems. The Zilkr technology increases revenue and customer retention for telecommunications providers by allowing their users to integrate multiple third-party services with the user’s phone number all from a unified platform. *See, e.g., id.*, 7:37-40 (“The ability to integrate

into the unified platform once and become available everywhere thus greatly increases the value to the service, the network provider, and/or the user.”).

The '047 Patent describes integrating two separate technological systems—a telephony network, such as a PSTN network, and a network of third-party applications connected via the internet. The patent describes a seamless integration of the two through a unified services platform, which is pictured below. *See id.*, Fig. 7.

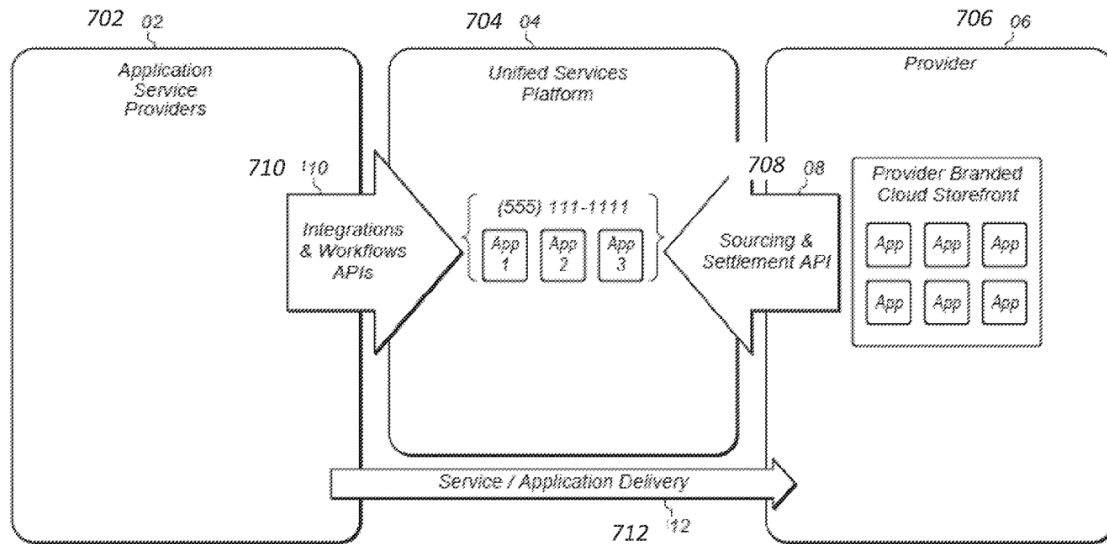
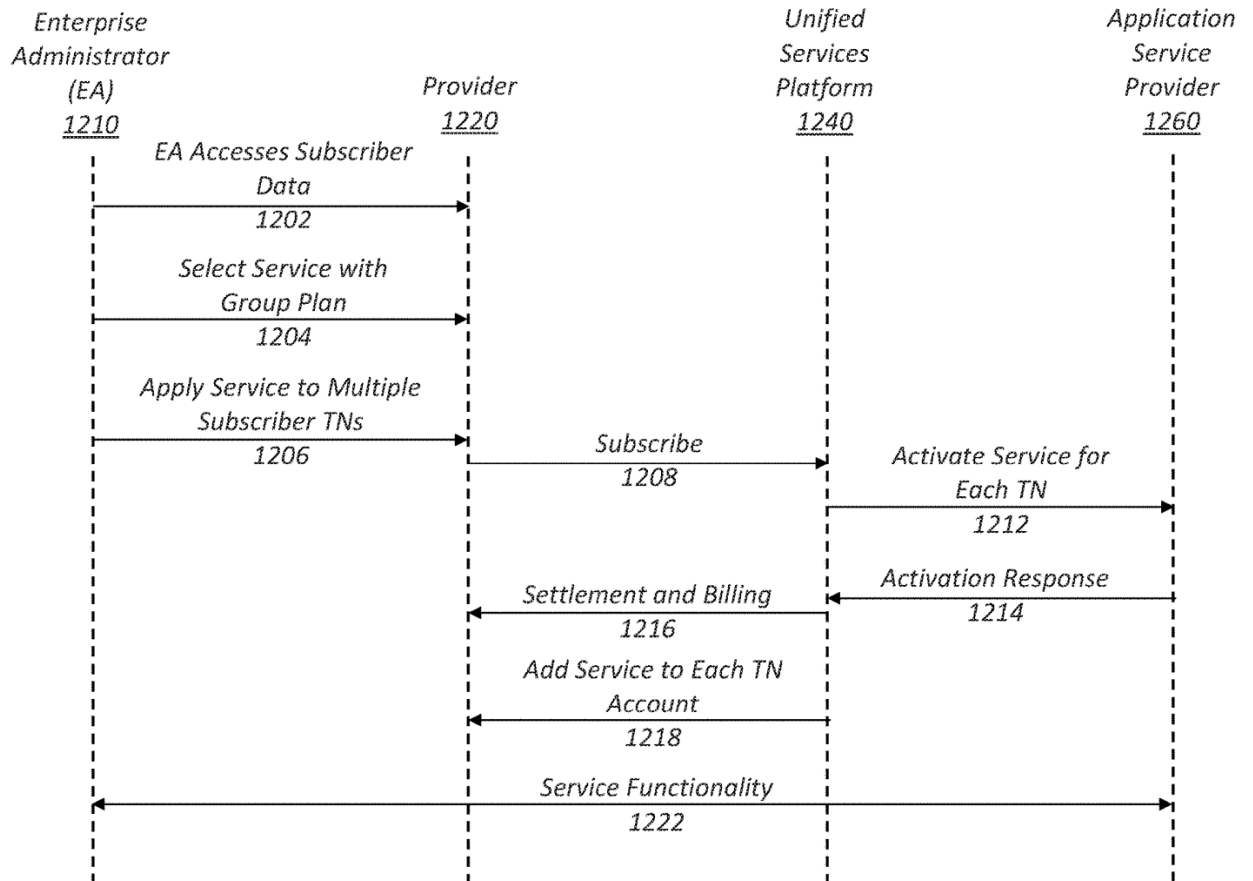


FIG. 7

FIG. 12 of the '047 Patent (below) illustrates an embodiment of an activation process in which an enterprise administrator is responsible for activating a service for one or more subscribers.

**FIG. 12**

The '047 Patent describes Figure 12 as follows:

For the purposes of this discussion, it will be assumed that the enterprise has selected a service to be added to the one or more subscriber accounts. The enterprise administrator 1210 may request the new service to be associated with the subscriber telephone numbers. In step 1202, the enterprise administrator 1210 may access the subscriber data for the subscribers to which the service is being added. The subscriber data may include an identification sent to the provider 1220, and the provider 1220 may or may not return additional account information to the enterprise administrator 1210. In an embodiment, the subscriber

data may include the telephone numbers of the subscribers for which the service will be provided.

A request for the service or services is sent from the enterprise administrator 1210 to the provider 1220 in step 1204. The request sent to the provider 1220 may identify the specific services being requested. In addition, a group plan identifier can be included with the request to identify the services as being associated with a group request. Each subscriber identifier such as the telephone number can be associated with the group plan identifier in step 1206. The provider 1220 may receive the request and in turn may generate and send a request in step 1208 to the unified services platform 1240 to source the desired services.

In response to receiving this request, the unified services platform 1240 may generate the appropriate activation data to activate the requested service and associate the service with the existing telephone numbers of the subscribers in the group plan. The unified services platform 1240 may generate configuration data in accordance with the API of the application service provider 1260 who is providing the requested service. Specifically, the unified services platform 1240 may generate activation data in step 1212 to the application service provider 1260. In an embodiment, the unified services platform 1240 may translate the telephone number into a second identifier (ID) that can be used to identify the subscriber and/or the group plan.

The unified services platform 1240 may also create a mapping of the group plan identification and/or the telephone numbers to the second ID and send this mapping to the provider 1220. The provider 1220 may store this mapping and use the mapping when initiating

sessions of the service for the subscribers in the group plan. The activation response corresponding to the activation of the service may be returned from the application service provider 1260 in step 1214.

Ex. 1001, 30:43-31:22.

IV. OVERVIEW OF THE RELEVANT ALLEGED PRIOR ART

A. Raleigh (Ex. 1005)

Raleigh, entitled “Service Plan Design, User Interfaces, Application Programming Interfaces, and Device Management,” was filed on January 23, 2013, and published on May 23, 2013. Ex. 1005 at 1. Raleigh is directed to specific methods of enabling subscribers of mobile wireless communication devices to view, research, select, and customize service plans; to create and manage device groups, share and set permission controls for service plans among devices in device groups; to manage communication services through graphical user interfaces; to sponsor and promote service plans; and to design, manage, and control communication services through application programming interfaces. *Id.*

In Raleigh, “FIGS. 35A and 35B illustrate representative processes to activate an association between a service provider and the mobile wireless communication device 105, e.g., to establish a new service account or associate the mobile wireless communication device with an existing service account of the service provider.” Ex. 1005, ¶ 1840. “Figure 35A illustrates a first alternative process by which a service provider is activated for the mobile wireless

communication device 105 based on information obtained from the mobile wireless communication device 105 and provided to a service provider system by the third party service partner system.” *Id.* ¶ 1840.

Once the service provider is selected, services may then be selected as illustrated in Figures 36A-B. *See* Ex. 1005, ¶ 1846; Ex. 2004, ¶ 52. Raleigh’s statement that “[i]n some embodiments, selection of a service is conducted in conjunction with selection of a service provider as described above” (¶ 1846) means that a user can be prompted to select services immediately after selecting the service provider. This is evidenced by the next sentence, which presents an alternative in which selection of a service is prompted at a later time in response to certain conditions. Ex. 1005, ¶ 1846 (“In 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.”); Ex. 2004, ¶ 52.

V. STANDARDS

Petitioner must prove unpatentability by a preponderance of the evidence. 35 U.S.C. § 316(e); *In re Magnum Oil Tools Int’l, Ltd.*, 829 F.3d 1364, 1375-77 (Fed. Cir. 2016).

A. Petitions Based on Obviousness

A petition based on obviousness must “meaningfully” address the first two *Graham* factors: (i) the scope and content of the prior art, and (ii) any differences between the claimed subject matter and the prior art. *Graham v. John Deere Co. of Kansas City*, 383 U.S. 1, 17-18 (1966). It is not the Board’s (or Patent Owner’s) role to “sift through the information” provided with a petition to identify the differences between a challenged claim and the prior art. *Google Inc. & Twitter, Inc., Petitioners, v. Everymd.com LLC., Pat. Owner.*, No. IPR2014-00347, 2014 WL 2175007, at *11 (PTAB May 22, 2014).

To assert obviousness by combining prior art references, Petitioner must prove that: (1) a motivation to combine the references exists; and (2) a POSITA would have had a reasonable expectation of success in combining the references. *Apotex Inc. v. Wyeth LLC*, IPR2014-00115, Paper 94 at 11 (PTAB Apr. 20, 2015) (“A party that petitions the Board for a determination of obviousness must show that ‘a skilled artisan would have been motivated to combine the teachings of the prior art references to achieve the claimed invention, and that the skilled artisan would have had reasonable expectation of success in doing so.’”).

The requirement for proving reasonable expectation of success refers to achieving what is claimed in the patent-at-issue. *Intelligent Bio-Sys. V. Illumina Cambridge Ltd.*, 821 F.3d 1359, 1367 (Fed. Cir. 2016) (“[O]ne must have a

motivation to combine accompanied by a reasonable expectation of achieving what is claimed in the patent-at-issue.”). An articulated reason with a rational underpinning to combine specific teachings in the references in a particular manner to arrive at the claimed invention is required for a showing of obviousness. *KSR Int’l Co. v. Teleflex, Inc.*, 550 U.S. 398, 418 (2007).

Objective indicia of non-obviousness cannot be ignored. *Fox Factory, Inc. v. SRAM, LLC*, IPR2016-01876, Paper 59, at *9 (PTAB Apr. 2, 2018) (“Objective evidence of non-obviousness may often be the most probative and cogent evidence in the record and may often establish that an invention appearing to have been obvious in light of the prior art was not.”); *NuVasive, Inc. v. Iancu*, 752 F. App’x 985, 996 (Fed. Cir. 2018) (“On remand, the Board should reevaluate *NuVasive*’s objective evidence of non-obviousness such as long-felt need . . .”). A necessary safeguard and, like here, a required aspect of a petition based exclusively on obviousness, is a forthright discussion of the objective indicia of non-obviousness. *Plantronics, Inc. v. Aliph, Inc.*, 724 F.3d 1343, 1354-55 (Fed. Cir. 2013) (“Failure to give proper consideration to such evidence, as in this case, can be fatal . . .”).

Moreover, when an expert declaration is relied on to support obviousness, the “[l]ack of factual support for expert opinion going to factual determinations . . . may render the testimony of little probative value in a validity determination.” *Ashland Oil v. Delta Resins & Refractories*, 776 F.2d 281, 294 (Fed. Cir. 1985);

see also Xerox Corp. v. Bytemark, Inc., IPR2022-00624, Paper 9, at 15 (PTAB Aug. 24, 2022) (precedential) (holding declaration is entitled to little weight when it contains an exact restatement of the petition’s arguments without any additional supporting evidence or reasoning).

B. Claim Construction

In an *inter partes* review filed on or after November 13, 2018, claim terms are construed based on their ordinary and customary meaning. 37 C.F.R. § 42.100(b). Patent Owner submits that the Board need not expressly construe any claim term in a particular manner to arrive at the conclusion that the Petition is substantively deficient.

Although Patent Owner provides arguments below on the scope of certain claim terms, Patent Owner does not propose a comprehensive construction, as it would not be necessary to resolve the controversy and deny the Petition. *See Nidec Motor Corp. v. Zhongshan Broad Ocean Motor Co. Ltd.*, 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’”) (citing *Vivid Techs., Inc. v. Am. Sci. & Eng'g, Inc.*, 200 F.3d 795, 803 (Fed. Cir. 1999)); *see also* Changes to the Claim Construction Standard for Interpreting Claims in Trial Proceedings Before the Patent Trial and Appeal Board, 83 Fed. Reg. 51,340, 51,353 (Oct. 11, 2018) (Final Rule) (“Moreover, it also may not be necessary to

determine the exact outer boundary of claim scope because only those terms that are in controversy need be construed, and only to the extent necessary to resolve the controversy (e.g., whether the claim reads on a prior art reference).” (citing *Nidec*)).

VI. LEVEL OF ORDINARY SKILL IN THE ART

Petitioner defines a POSITA as having “a bachelor’s degree in electrical engineering, computer science, computer engineering, or an equivalent,” and “two years of experience in telecommunications and networking.” Pet. 12.

A POSITA would have a bachelor’s degree in electrical engineering, computer engineering, and/or computer science and one to two years of experience with computer software development, particularly for telecommunications related applications. Extensive experience and technical training may substitute for educational requirements, and advanced education may substitute for experience. Ex. 2004, ¶ 42.

Dr. Madisetti testifies that his opinions apply under either set of qualifications. Ex. 2004, ¶ 43. Thus, the Petition is deficient independent of the proposed level of ordinary skill.

VII. PETITIONER’S PROPOSED OBVIOUSNESS CHALLENGE

Ground	’047 Patent Claims	Type	Reference(s)
1	1 and 4-7	§ 103	Raleigh

VIII. PETITIONER HAS FAILED TO SHOW THAT RALEIGH RENDERS OBVIOUS CLAIMS 1 AND 4-7

Petitioner argues Raleigh renders obvious the Challenged Claims of the '047 Patent. For at least the reasons discussed below, Petitioner has not established by a preponderance of the evidence that Raleigh renders obvious any of the Challenged Claims. The petition thus fails.

A. Claim 1

- 1. Raleigh does not teach at least limitations [1.1] and [1.2] because Raleigh does not teach a request to subscribe each member of a group to a service.**

Claim 1 requires a request to subscribe each member of a group to a service, as claimed in limitations [1.1] and [1.2]. The Petition fails to show that Raleigh teaches or suggests these limitations. Ex. 2004, ¶ 53.

The '047 Patent describes “an embodiment of an activation process in which an enterprise administrator is responsible for activating a service for one or more subscribers.” Ex. 1001, 30:41-43. In an embodiment, “[a] request for the service or services is sent from the enterprise administrator 1210 to the provider 1220 in step 1204.” *Id.*, 30:57-59. “[A] group plan identifier can be included with the request to identify the services as being associated with a group request.” *Id.*, 30:60-62. “The provider 1220 may receive the request and in turn may generate and send a request in step 1208 to the unified services platform 1240 to source the desired services.” *Id.*, 30:64-67. “In response to receiving this request, the unified services platform

1240 may generate the appropriate activation data to activate the requested service and associate the service with the existing telephone numbers of the subscribers in the group plan.” *Id.*, 31:1-5. “Specifically, the unified services platform 1240 may generate activation data in step 1212 to the application service provider 1260.” *Id.*, 31:8-10. Figure 12 describes step 1212 as “Activate Service for Each [Telephone Number].” *Id.*, Fig. 12. “The activation response corresponding to the activation of the service may be returned from the application service provider 1260 in step 1214.” *Id.*, 31:19-22. The unified services platform may also “generate the necessary configuration data to activate the new service for each subscriber in the group plan.” *Id.*, 31:30-32. “In an embodiment, the unified service platform 1240 may notify the corresponding application service provider 1260 that the provider 1220 is activating the new service in place of the subscribers in the group plan.” *Id.*, 31:35-39. “As a result, the new service may be assigned to the enterprise and different rules may apply than if the subscribers were directly activating the new application by themselves.” *Id.* 31:39-42.

Claim 1 of the '047 Patent similarly recites “receiving, by a unified services platform system, a subscription request for a service for a group plan, 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” ([1.1]-[1.2]). Interpreted in light of at least the specification passages noted above

and the claim as a whole, the claimed “subscription request for a service for a group plan” at least includes a request to subscribe each member of a group to a service. For example, the group aspects claimed in limitations [1.1]-[1.2] and [1.4]-[1.7] contrast with limitations [1.8]-[1.13], in which a subscriber that is a part of the group is requesting a subscription for a service. A plain reading of the claim is that the first subscription request (in limitation [1.1]) is “for” the group plan, requiring at least that it is a request to subscribe each member of the group to the service, and the second subscription request (in limitation [1.8]) is merely a subscriber of the group requesting a subscription to a service for that subscriber. Ex. 2004, ¶ 55.

Raleigh does not teach “receiving, by a unified services platform system, a subscription request for a service for a group plan” [1.1]. In contrast to the ’047 Patent, Raleigh’s service plan selection at most adds the service for a single user, and Raleigh separately teaches that a user of a master device may share a service plan with other devices in a master service account. Ex. 2004, ¶ 56. Thus, Raleigh’s service selection is not “a subscription request for a service for a group plan” as claimed, at least because it is not a request to subscribe each member of a group to a service. *Id.*

Even if Raleigh's service plan is later shared, there is no single request for each member of the group, and the users are not each subscribers of a service but are merely sharing a single service. Ex. 2004, ¶ 57.

The Petition explains that it relies on combining three different "aspects" of Raleigh:

1. Service selection and activation procedures (FIGS.35A-36B);
2. Group account management (FIGS.9G, and 12A-12B); and
3. Service provider and network provider API integration (FIGS.1AH-1AM, 15I, and 25H-26A).

Pet. 18. The Petition describes the combination as follows: "the service selection and activation procedures of FIGS.35A-36B would be performed for a 'master service account,' using integrated APIs to 'assist in providing a uniform and consistent service selection and purchase process.'" Pet. 18 (quoting Ex. 1005, ¶ 1455). Consistent with this explanation, for element [1.1] the Petition states that "Raleigh explains that the service plan selection method of FIGS.36A-36B is for a 'service account,' which may be a master service account ('group plan'). Ex.1005, [1840], [1846]." Pet. 25-26; *see also* Pet. 37 ("As explained above at [1.1], it would have been obvious to a POSITA for the 'service account' in the service selection process of FIGS.36A-36B to be a master service account ('group plan').").

Even if a service were to be added for a “master service account,” there is no indication in Raleigh that doing so would subscribe each device in the master service account to the service. Ex. 2004, ¶ 59. Raleigh instead describes that a master device may be used to share services added to a master service account (for the master device) with other devices in the master service account. To show how a service plan may be shared, the Petition relies on Figures 15I, 11A, 11D, 12A, and 12B. *See* Pet. 26-29. None of these figures show that adding a service to a master service account results in subscribing each member of a group to a service. At most, once a service is added to a master account, a master device can “share” the service with other devices in the master service account. *See, e.g.*, Ex. 1005, ¶ 802 (“Having added another device to the master service account, the subscriber can manage all devices in the device group and can share one or more service plans among devices in the device group.”), Ex. 1005, ¶ 804 (“FIGS. 11B and 11C illustrate that before sharing the ‘Starter Plan,’ all of the ‘250 Minutes of Talk’ service plan is allocated to the master device (‘Jeff Master’), and that none of the ‘250 Minutes of Talk’ service plan is allocated to the child device that is now also associated with the master service account.”); Ex. 2004, ¶ 59.

“Figure 15I illustrates a system configuration 1580 including a network that the devices use to communicate with the Sign-Up Request Processor in accordance with some embodiments.” *Id.*, ¶ 927. The Sign-Up Request Processor may include

“common APIs for functions like add new service, delete service, add a device to a master service account, device group, or multi-device service plan, delete a device from a master service account, device group, or multi-device service plan, manage quotas on a shared plan, etc. . . .” *Id.*, ¶ 926. Figure 15I does not show that adding a service to a master service account results in subscribing each member of a group to a service. Ex. 2004, ¶ 60.

“FIG. 11A illustrates a representative screen 1100 presenting an example of a service plan bundle, called ‘Starter Plan,’ that has been purchased from the master device. The illustrated service plan bundle includes service plans for 100 text messages, 20 hours of application use, and 250 minutes of phone calls.” Ex. 1005, ¶ 803. Figure 11D shows that the plan sharing options include “simple” sharing in which minutes, etc. are shared without limiting an individual device’s portion of the plan allotment, but to prevent “hogging” an advanced share may be selected in which individual devices are allocated discrete portions of the plan. *Id.*, ¶ 805-806. Figures 11A and 11D do not show that adding a service to a master service account results in subscribing each member of a group to a service. Ex. 2004, ¶ 61.

Figures 12A-12B illustrate representative screens “for a master device that has a service plan (‘iStoryBooks’) that is available to both the master device and the child device.” *E.g., id.*, ¶ 841. “[T]he service usage of the master device is

separated from the service usage of the child device.” *E.g., id.* Figures 12A-12B do not show that adding a service to a master service account results in subscribing each member of a group to a service. Ex. 2004, ¶ 62.

Again, none of these figures in Raleigh show that adding a service to a master service account results in subscribing multiple subscribers to a service. At most, once a service is added to a master account, a master device can “share” the service with other devices in the master service account. And even if Raleigh’s service plan is later shared, there is no single request for each member of the group, and the users are not each subscribers of a service but are merely sharing a single service. Ex. 2004, ¶ 63.

The Petition contains conclusory statements such as “[i]t would have been obvious to a POSITA for the service plan selection to be a service plan that is shared by and available to the devices on the master service account, as illustrated in the examples of FIGS.11A and 11D, as well as FIGS.12A-12B.” Pet. 29. Ex. 2004, ¶ 64. Consistent with the concluding sentence of that paragraph, Patent Owner understands such statements to mean that Petitioner asserts “it would have been obvious to a POSITA for the service plan selected by the user in FIG.36A to be for a master service account (*‘for a group plan’*).” Pet. 29; Ex. 2004, ¶ 64. As explained herein, merely requesting to add a service to a master account is not a request to subscribe each device in a group to a service, even if a device in the

master account can then, in an optional and separate process, share the service with other devices in the master account. Ex. 2004, ¶ 64.

To the extent Petitioner contemplates some other modification of Raleigh, such modifications are not clearly explained, let alone a sufficient rationale given specific to such vague modifications for why one of ordinary skill in the art would have modified Raleigh in a way to satisfy individual claim limitations or claim 1 as a whole. Ex. 2004, ¶ 65. Vague modifications and conclusory statements such as “it would have been obvious” do not provide Patent Owner with sufficient notice to respond and fail to meet Petitioner’s burden of proving obviousness by a preponderance of the evidence. The Federal Circuit has explained that “[t]he need for specificity pervades [our] authority on the PTAB’s findings on the motivation to combine,” which applies also to Petitioners in carrying their burden of proof. *In re Nuvasive*, 842 F.3d 1376, 1381-82 (Fed. Cir. 2016). Dr. Houh’s testimony repeating such conclusory statements is entitled to little or no weight. *Xerox Corp. v. Bytemark, Inc.*, IPR2022-00624, Paper 9, at 15 (PTAB Aug. 24, 2022) (precedential) (holding declaration is entitled to little or no weight when it contains an exact restatement of the petition’s conclusory arguments without any additional supporting evidence or reasoning).

The Petition’s generic allegations in its “reasons to combine” section fare no better. Statements, for example, that “a POSITA would have understood that these

aspects are part of an overall cohesive system and framework, rather than alternative embodiments or configurations” or that “[n]othing in Raleigh would suggest to a POSITA that these aspects are incompatible or inconsistent with one another” do not explain why one of ordinary skill in the art would have made particular modifications to Raleigh that would result in the claimed invention, particularly where the modification being proposed in the Petition is that “the service selection and activation procedures of FIGS.35A-36B would be performed for a ‘master service account,’ using integrated APIs to ‘assist in providing a uniform and consistent service selection and purchase process.’” Pet. 18; Ex. 2004, ¶ 65. Likewise, the Petition’s list of figures and assertion that Raleigh “states that the descriptions of those figures ‘can apply equally’ to the aspects of the service plan activation and service provider selection processes of 35A-36B” fail to add any detail to the alleged combination/modification or explain a reason for making specific modifications that would result in a method meeting the limitations of any claim. Ex. 2004, ¶ 65.

The Petition fails to put forth any modification of Raleigh that results in a request to subscribe each member of a group to a service, and therefore fails to show that Raleigh teaches or suggests the claimed “subscription request for a service for a group plan.” Ex. 2004, ¶ 66. And even if vague statements in the Petition were somehow interpreted to propose such a modification, the Petition

fails to articulate a rational underpinning for why one of ordinary skill in the art would have made the specific modification. *Id.* Petitioner thus fails to meet its burden to show obviousness by a preponderance of the evidence.

2. Raleigh does not teach at least limitations and [1.4]-[1.7] because Raleigh does not teach subscribing each member of a group to a service.

Claim limitations [1.4]-[1.7] implement the subscription request of limitations [1.1]-[1.2]. Ex. 2004, ¶ 67. This is accomplished by:

- [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.

Because limitations [1.4]-[1.7] implement the subscription request of elements [1.1]-[1.2], limitations [1.4]-[1.7] are not met for at least the same reasons given above for limitations [1.1]-[1.2], which are incorporated herein by reference. For example, Raleigh's "activation request" for selecting a service provider as

identified in the Petition does not result in each member of the group being subscribed to a service, so it cannot be the claimed “activation request” for at least that reason. Ex. 2004, ¶ 68.

Limitation [1.4] requires “an activation request for the group plan,” which relates back to the subscription request for the service for the group plan in limitation [1.1]. Ex. 2004, ¶ 69. For the same reasons given above for limitation [1.1], “an activation request for the group plan” in claim limitation [1.4] requires a request to activate a subscription for the service for each member of the group. *Id.* The Petition does not even attempt to show that Raleigh teaches such an activation request. *Id.* Instead, the Petition refers to Raleigh’s Figure 35A process “to activate an association between a service provider and mobile wireless communication device.” Ex. 1005, ¶ 1840; Ex. 2004, ¶ 69. A request for such an association is not a request to activate a subscription for a service, let alone a request to activate a subscription for the service for each member of the group. Ex. 2004, ¶ 69. Even if the Petition had shown that it would have been obvious to modify Raleigh such that the “activation request” was for a service (which it did not, as discussed further below), Raleigh teaches at most that a service is added to a master service account for a master device, and the service may then be shared by the master device with secondary devices, as discussed above in Section VIII.A.1. Thus, the

activation request is not a request to activate a subscription for the service identified in limitation [1.1] for each member of the group. Ex. 2004, ¶ 69.

Like the claimed “activation request” in limitation [1.4], the “activation response” in limitation [1.5] also corresponds to the subscription request for the service for the group plan in limitation [1.1]. For the same reasons that the Petition fails to show Raleigh teaches the claimed “activation request,” it fails to show the claimed “activation response.” Ex. 2004, ¶ 70.

In limitations [1.6] and [1.7], the service corresponding to the subscription request in limitation [1.1] is associated with each telephone number and access to the service is provided to each telephone number, confirming that the “subscription request,” “activation request,” and “activation response” are all for each number in the plurality recited. Ex. 2004, ¶ 71.

The Petition fails to show that Raleigh teaches at least providing access to the service for each telephone number based on the associating. Ex. 2004, ¶ 72. The Petition relies on Raleigh’s teaching of a master device sharing a service plan with other devices on the master account. *See* Pet. 40. “Sharing” as used in Raleigh refers to multiple users dividing an allotment of resources provided by the service. Such use of the service is not “providing access to the service” as contemplated by the ’047 Patent, which does not refer to access that depends also on another user’s use of the service. Ex. 2004, ¶ 72.

As discussed above for limitations [1.2], Raleigh's "FIG. 11A illustrates a representative screen 1100 presenting an example of a service plan bundle, called 'Starter Plan,' that has been purchased from the master device. The illustrated service plan bundle includes service plans for 100 text messages, 20 hours of application use, and 250 minutes of phone calls." Ex. 1005, ¶ 803. Figure 11D shows that the plan sharing options include "simple" sharing in which minutes, etc. are shared without limiting an individual device's portion of the plan allotment, but to prevent "hogging" an advanced share may be selected in which individual devices are allocated discrete portions of the plan. *Id.*, ¶ 805-806. Figures 12A-12B illustrate representative screens "for a master device that has a service plan ('iStoryBooks') that is available to both the master device and the child device." *E.g., id.*, ¶ 841. "[T]he service usage of the master device is separated from the service usage of the child device." *E.g., id.* Whether the sharing is simple or advanced, or displayed separately or together, the only way multiple users in Raleigh can use the same service is by dividing the service. Such use is not "providing access to the service" as contemplated by the '047 Patent, which does not refer to access that depends also on another user's use of the service. Ex. 2004, ¶ 73.

Accordingly, for at least the foregoing reasons, the Petition fails to meet its burden to show that Raleigh teaches limitations [1.4]-[1.7].

3. **Raleigh does not teach “sending, by the unified services platform system, an activation request for the group plan to the third party application service provider system” [1.4] or “receiving an activation response from the third party application service provider system” [1.5] at least because Raleigh’s “activation request” is not for a service.**

Petitioner argues Raleigh’s service provider selection process illustrated in Figures 35A-B shows the claimed “sending” and “receiving” steps of limitations [1.4] and [1.5].

In Raleigh, “FIGS. 35A and 35B illustrate representative processes to activate an association between a service provider and the mobile wireless communication device 105, e.g., to establish a new service account or associate the mobile wireless communication device with an existing service account of the service provider.” Ex. 1005, ¶ 1840; Ex. 2004, ¶ 76. “Figure 35A illustrates a first alternative process by which a service provider is activated for the mobile wireless communication device 105 based on information obtained from the mobile wireless communication device 105 and provided to a service provider system by the third party service partner system.” Ex. 1005, ¶ 1840; Ex. 2004, ¶ 76. A request for such an association is not a request to activate a subscription for a service. Ex. 2004, ¶ 76.

Once the service provider is selected, services may then be selected as illustrated in Figures 36A-B. *See* Ex. 1005, ¶ 1846; Ex. 2004, ¶ 77. Raleigh’s statement that “[i]n some embodiments, selection of a service is conducted in

conjunction with selection of a service provider as described above” (§ 1846) means that a user can be prompted to select services immediately after selecting the service provider. Ex. 2004, § 77. This is evidenced by the next sentence, which presents an alternative in which selection of a service is prompted at a later time in response to certain conditions. Ex. 1005, § 1846 (“In 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.”); Ex. 2004, § 77.

The Petition appears to use Raleigh’s statement that selection of a service can be done “in conjunction with selection of a service provider” as an excuse to conflate the two processes. *See* Pet. 22, 33-35; Ex. 2004, § 78. Reading claim 1 as a whole, the activation request for the group plan sent by the unified services platform system to the third party application service provider system relates to the subscription request for a service for a group plan, as recited in limitation [1.1]. Ex. 2004, § 78. In other words, the “activation request” and “activation response” in limitations [1.4] and [1.5] are for activating the service for a group plan that is the subject of the subscription request in limitation [1.1]. Ex. 2004, § 78; *see also* claim limitation [1.10] reciting “sending, by the unified services platform system, a

second activation request for the service to the second third party application service provider system.” The Petition does not show that Raleigh teaches such an activation request and response, and instead relies on the prerequisite process of selecting a service provider. *See* Pet. 33-36. Thus, the Petition fails to show that Raleigh teaches the limitations of claim elements [1.4] and [1.5]. *See* Ex. 2004, ¶ 78.

The Institution Decision states that “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.” Inst. Dec. 12. The Decision appears to rely on the Petition’s citation of Raleigh paragraph 1846, which states that “[i]n some embodiments, selection of a service is conducted in conjunction with selection of a service provider as described above.” It is unclear from the Petition or the Institution Decision what specific steps are taken in this hypothetical process, and how this would result in an activation request and response being sent to correspond with the service rather than the service provider. Ex. 2004, ¶ 79. There is no articulated rationale for making any specific combination that results in such an activation response. *Id.* In the absence of such an articulated rationale, Petitioner has not met its burden to show obviousness by a preponderance of the evidence. *Id.*

In addition, Cisco's declarant, Dr. Houh, was unable to explain how he interpreted the claimed "activation request for the group plan," and whether he interpreted the "activation request" in element [1.4] to be for the service requested in element [1.1] or for something else. *See* Ex. 2005 at 79-92.² Dr. Houh's inability to answer this question undermines his credibility. To the extent Dr. Houh was

² *E.g.*, Ex. 2005, 86:11-87:8:

Q I understand the group plan aspect. But what my question is -- and maybe I'll try it in a different way, is when you read 1.4, "activation request for the group plan," is that for the service, the same service in 1.1, or not?

A Well, it's like asking if the tire refers to the axle. It's not referring to the axle. It's referring -- it's not referring to an axle. It's referring to a tire.

One -- the other element does require that the axle is attached to the tire, but the tire simply refers to the earlier tire.

The previous element happens to require that the tire is attached to an axle or a tire is attached to an axle.

So I refer to the tire later. It doesn't necessarily mean that I'm referring to everything else that the requirements -- but in order to meet the claims, as I show in my analysis with Raleigh, I am referring to the analysis for "a group plan" that I did in 1.1, and it's that same group plan.

eventually able to provide an answer, he indicated that the “activation request” in element [1.4] is not for a service. *See* Ex. 2005, 89:1-92:25.³ As discussed above, such an interpretation of element [1.4] is incorrect.

Accordingly, there is no activation request sent “to the third party application service provider system” or activation response received “from the third party application service provider system,” as required by claim 1 of the ’047 Patent. *See* Ex. 2004, ¶ 80. For these additional reasons, Petitioner has not shown that Raleigh teaches the limitations of claim elements [1.4] and [1.5].

³ *E.g.*, Ex. 2005, 90:11-91:2:

A . . . [T]here's no service in 1.4. There's just -- it's just referring to "the group plan."

So there's a group plan in 1.1, and that's -- it's the same "a group plan."

I referred you back to my analysis of 1.1 for the purposes of the group plan disclosure in 1.4. And so it's the same "a group plan" as initially analyzed in 1.1.

And it doesn't use the word "service." It doesn't use the word "service" in conjunction with the group plan.

So it's just referring back to "a group plan." But as I analyze in 1.1, the "a group plan" as I analyzed it meets the requirements as required by 1.1, and I lay that out in my analysis for 1.1.

4. **Raleigh does not teach “sending, by the unified services platform system, a second activation request for the service to the second third party application service provider system” [1.10] or “receiving a second activation response from the second third party application service provider system” [1.11]**

For limitations [1.10] and [1.11], the Petition refers to its arguments for limitations [1.4] and [1.5]. *See* Pet. 48. The Petition fails to show that Raleigh teaches limitations [1.10] and [1.11] at least because the “activation request” identified by the Petition is not for a service, for the reasons explained above in Section VIII.A.3 for limitations [1.4] and [1.5]. In addition, claim element [1.10] explicitly recites sending “a second activation request *for the service*,” emphasizing that the activation request refers back to the service and is not met by an activation related to selecting a service provider as alleged in the Petition. Ex. 2004, ¶ 81.

B. Petitioner Has Not Shown That Raleigh Renders Obvious Dependent Claims 4-7

For at least the reasons discussed in Section VIII.A (incorporated by reference herein), Petitioner has not shown that Raleigh teaches or renders obvious claims 4-7, which depend from claim 1.

As one example of a failure to articulate a motivation to combine or modify, Petitioner does not articulate any reasoning for why one of ordinary skill in the art would modify Raleigh to meet limitation [5.2], “wherein the third party application communicates with the network provider system through the unified services

platform system.” The Petition identifies the ASPI in Figure 1AH of Raleigh to be “the unified services platform system” recited in element [5.2]. Pet. 56. But for element 1.1, which provides the antecedent basis for the “unified services platform,” the Petition identified the “third party service partner system.” Pet. 23. In attempting to reconcile this difference, the Petition merely states that “[i]t would have been obvious to a POSITA to implement the ASPI engine 2904 with the third-party service partner (“*unified services platform system*”) to operate as the intermediary between the application service providers and the carrier (“*network provider system*”). Ex.1003, ¶151.” As with the limitations of claim 1 discussed above, vague modifications and conclusory statements such as “it would have been obvious” do not provide Patent Owner with sufficient notice to respond and fail to meet Petitioner’s burden of proving obviousness by a preponderance of the evidence. The Federal Circuit has explained that “[t]he need for specificity pervades [our] authority on the PTAB’s findings on the motivation to combine,” which applies also to Petitioners in carrying their burden of proof. *In re Nuvasive*, 842 F.3d 1376, 1381-82 (Fed. Cir. 2016). Dr. Houh’s testimony repeating such conclusory statements is entitled to little or no weight. *Xerox Corp. v. Bytemark, Inc.*, IPR2022-00624, Paper 9, at 15 (PTAB Aug. 24, 2022) (precedential) (holding declaration is entitled to little or no weight when it contains an exact restatement of

the petition's conclusory arguments without any additional supporting evidence or reasoning).

IX. CONCLUSION

For the reasons stated above, Patent Owner respectfully submits that Petitioner has not met its burden to show unpatentability.

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Respectfully submitted,

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CERTIFICATE OF WORD COUNT UNDER 37 C.F.R. § 42.24(b)(1)

I, the undersigned, do hereby certify that the foregoing Patent Owner Preliminary Response, including footnotes, contains no more than 14,000 words, as measured by the Word Count function of Microsoft Word as specified by 37 C.F.R. § 42.24(b)(1).

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CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of March, 2024, a true and correct copy of the foregoing PATENT OWNER'S RESPONSE, and any accompanying exhibits, was served by electronic mail upon the following counsel of record for Petitioners:

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