

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
U.S. Patent No. 9,883,047

PETITIONER'S REPLY TO PATENT OWNER'S RESPONSE

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PETITIONER'S EXHIBIT LIST

Ex.1001	U.S. Pat. No. 9,883,047 to Hunt <i>et al.</i>
Ex.1002	Prosecution History of U.S. Pat. No. 9,883,047
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. App. Pub. No. 2013/0132854 to Raleigh <i>et al.</i>
Ex.1006	U.S. Pat. No. 7,593,980 to Marascio <i>et al.</i>
Ex.1007	U.S. Pat. No. 7,496,054 to Taylor
Ex.1008	Microsoft Press Computer Dictionary (3d ed. 1997)
Ex.1009	Newton's Telecom Dictionary (18th ed. 2002)
Ex.1010	U.S. Pat. App. Pub. No. 2011/0126266 to Weatherston
Ex.1011	U.S. Pat. App. Pub. No. 20060048212 to Tsuruoka <i>et al.</i>
Ex.1012	U.S. District Courts –Combined Civil and Criminal Federal Court Management Statistics (Dec. 31, 2022), available at: https://www.uscourts.gov/statistics/table/na/federal-court-management-statistics/2022/12/31-1
Ex.1013	Docket Control Order, <i>Zilkr Cloud Technologies, LLC v. Cisco Systems, Inc.</i> , No. 2-22-cv-00166-JRG-RSP, Dkt. No. 31 (E.D. Tex., Oct. 13, 2022)
Ex.1014	Plaintiff's Notice of Disclosures, <i>Zilkr Cloud Technologies, LLC v. Cisco Systems, Inc.</i> , No. 2-22-cv-00166-JRG-RSP, Dkt. No. 26 (E.D. Tex., Sep. 22, 2022)
Ex.1015	Original Complaint for Patent Infringement, <i>Zilkr Cloud Technologies, LLC v. Cisco Systems, Inc.</i> , No. 2-22-cv-00166-JRG-RSP, Dkt. No. 1 (E.D. Tex., May 20, 2022)
Ex.1016	Director Katherine K. Vidal, "Interim Procedure for Discretionary

	Denials in AIA Post-Grant Proceedings with Parallel District Court Litigation,” June 21, 2022
Ex.1017	PACER Calendar Events Report for Judge Rodney Gilstrap, January 22, 2024.
Ex.1018	U.S. Pat. App. Pub. No. 2007/0240202 to Sullivan <i>et al.</i>
Ex.1019	(NEW) Transcript of Deposition of Dr. Vijay Madisetti (May 30, 2024).
Ex.1020	(NEW) Supplemental Declaration of Henry Houh, Ph.D.

I. INTRODUCTION

The Petition shows that claims 1 and 4-7 (the “Challenged Claims”) of the ’047 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 it “does not propose a comprehensive construction” of any claim term “as it would not be necessary to resolve the controversy and deny the Petition.” POR 10. Yet many of PO’s arguments are based on interpreting the claims contrary to their plain and ordinary meaning, the ’047 patent specification, or both. PO’s implicit construction arguments should be rejected. Petitioner maintains that no term requires specific construction (Pet. 12) but offers the following appropriate constructions if the Board determines that formal construction is necessary.

A. “*subscription request for a service for a group plan*” ([1.1]-[1.2])

First, PO contends that the claimed “*subscription request for a service for a group plan*” must be interpreted to “at least include[] a request to subscribe **each member** of a group to a service.” POR 14. The claim language plainly does not support PO’s construction. Ex.1020, ¶¶9-10. If anything, the claim language refutes it. Limitation [1.1] recites a “*subscription request for a service **for a group***”

plan.” The “*request*” is made at a “group” level (e.g., “*request for a service for a group plan*”); the claim language does not recite or suggest that the “*request*” is made at the individual level (e.g., a “request to subscribe **each member** of the group”) as PO argues. Limitation [1.2] further identifies information included in a group plan—namely, a plurality of telephone numbers, each associated with a subscriber. Limitation [1.2] does not further characterize the subscription request itself. Limitations [1.6] and [1.7] recite steps performed “*for each telephone number*” referenced in [1.2]. But those steps relate to “*associating the service*” and “*providing access to the service,*” respectively. Neither [1.6] nor [1.7] refer to, or further characterize, the “*subscription request.*” The claim language does not explicitly or implicitly require that the subscription request be a request to subscribe the group members **individually**. Ex.1020, ¶10.

The specification also does not support PO’s position. Ex.1020, ¶11. In the “group” level subscription request scenario, described in connection with Fig. 12, an administrator elects to “activat[e] a service for one or more subscribers.” Ex.1001, 30:41-43. A “request for the service” is sent to the provider in step 1204. Ex.1001, 30:57-59. The request “may identify the specific services being requested” and a “**group plan identifier can be included** with the request to **identify the services as being associated with a group request.**” Ex.1001, 30:59-62. The provider receives the request and may send a request to the unified

services platform. Ex.1001, 30:64-67. The unified services platform may then “generate the necessary configuration data to activate the new service for each subscriber in the group plan.” Ex.1001, 31:30-32.

The “group plan identifier” in the request identifies a group **as a group**, not each group member individually. *See* Ex.1001, 30:59-62. After the subscription request is received, the unified services platform may activate the service for each member of the group. Ex.1001, 31:1-13. But, by the '047 patent's disclosure, that activation step does not require the subscription request to have enumerated the group members. Rather, the specification contemplates (as an optional step that “can be” performed) the group members being associated with the group identifier. Ex.1001, 30:62-64; Ex.1020, ¶¶12-13. PO's argument that a “subscription request” must identify the users individually would essentially exclude the embodiment of Fig. 12. *Cf.* Ex.1001, 31:50-66 (explaining how in Fig. 12 a subscription request may “identify a group plan identifier,” whereas in Fig. 13 “a request may identify each subscriber telephone number”).

Second, PO suggests that the “subscription request” must “result[] in subscribing **each member** of a group” or at least “**multiple** subscribers” of a group to a service. POR 17-18; *see also* POR 15 (“there is no single request for each member of the group and the users are not each subscribers of a service”). It is not enough, according to PO, for the subscription request to add the service to a group

plan and then permit each member of the group to use the service. POR 16 (*contrasting* adding and sharing a service with members *with* making members of a group subscribers to the plan). Again, limitations [1.1] and [1.2] recite nothing about the result of the subscription request, at the “group” level or otherwise. And limitations [1.4]-[1.7] merely recite sending an “*activation request*” for the group plan, receiving the “*activation response*,” “*associating the service with each telephone number*,” and “*providing access to the service for each telephone number*,” respectively. None of these limitations recite that **each member** of the group becomes a subscriber of the service; instead, it is sufficient for the group members to be provided with “*access to the service*.” Ex.1020, ¶¶14-15. To the extent that PO seeks to distinguish between a user being a “subscriber” of a service, and that user being provided with “*access to the service*,” PO fails to explain how that distinction is reflected in the claim language.

PO points to the '047 patent's discussion of how the unified services platform “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.” Ex.1001, 31:1-5 (cited in POR 12-13). PO also points to disclosure of the unified services platform “may then generate the necessary configuration data to activate the new service for each subscriber in the group plan.” Ex.1001, 31:30-32 (cited in POR 13). These passages merely

describe—using permissive language¹—what may happen after a service has been added to a group plan. At most, PO's citations describe examples of how members of the group plan may be given access to the service by the unified services platform, which generally corresponds to limitation [1.7]. Ex.1020, ¶15. Nothing in PO's citations would mandate that the claimed "*subscription request*" individually identify the group members to whom the service should be made available, nor that the group members be or become individual subscribers. Ex.1020, ¶¶14-15.

PO's only other supporting citations are to the testimony of its declarant, who merely parrots PO's arguments. *Compare* POR 12-18 with Ex.2004, ¶¶53-63. Such conclusory testimony is entitled to no weight. *Xerox Corp. v. Bytemark, Inc.*, IPR2022-00624, Paper 9, 15 (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); 37 C.F.R. §42.65(a) ("Expert testimony that does not disclose the underlying facts or data on which the opinion is based is entitled to little or no weight.").

While no construction is necessary, if the Board construes a "*subscription request for a service for a group plan*," the Board should construe it to include a request to subscribe a group to a service. Ex.1020, ¶16. Consistent with the

¹ See, e.g., Ex.1001, 57:13-15 ("the word 'may' is used in a permissive sense").

specification's example at Ex.1001, 30:59-62, the members to be included in the group plan may be identified via a group plan identifier.

B. “*activation request*,” “*activation response*,” “*associating the service*,” and “*providing access to the service*” ([1.4]-[1.7])

As with the “*subscription request*” in limitation [1.1], PO argues that the “*activation request*” in limitation [1.4] must also be interpreted as a “request to activate a subscription for the service for **each member** of the group.” POR 22. PO does not support this argument, merely linking it to PO's argument about a “*subscription request*” in limitation [1.1]. POR 22-23. This argument fails for the same reasons. *See supra*, Section II.A; Ex.1020, ¶18.

PO also suggests that the “*activation request*” must be “a request to activate a **subscription for a service**.” POR 22. This interpretation is not supported by the claims. Limitation [1.4] recites sending an “*activation request for the group plan*;” it does not refer to a subscription for a service. The '047 patent describes activating more than just subscriptions and services; it also describes activating accounts with a service provider. Ex.1001, 30:1-3 (“The techniques for utilizing a third-party service after **activating an account with the third-party provider** may vary depending on the embodiment.”). As with the “*subscription request*” of limitation [1.1], neither the claims nor the specification support PO's position. Ex.1020, ¶19.

While no construction is necessary, if the Board construes an “*activation request for the group plan*,” the Board should construe it to include a request to activate a service or an account for the group. Ex.1020, ¶20.

PO further ties the “*activation response*” in [1.5] and the “*associating*” and “*providing access*” to the service steps in [1.6]-[1.7] to the “*subscription request*” in [1.1]. POR 23. PO provides no independent analysis of these limitations, and its arguments fail for the reasons discussed above. *See supra*, Section II.A.

C. “*the service*” ([1.10])

PO argues that the “*second activation request for the service*” in limitation [1.10] “refers back” to “*a service*” introduced in [1.1], rather than to “*a second service*” introduced in [1.8]. POR 30. Such an interpretation runs contrary to structure and limitations in the rest of claim 1. Ex.1020, ¶22. Limitations [1.1]-[1.7] recite a “*service*” and limitations [1.8]-[1.13] (with the sole exception of one part of [1.10]) recite a “*second service*.” Limitations [1.8]-[1.13] largely mirror the steps in limitations [1.1]-[1.7], but with the second half of the claim performing steps with “*the second service*” and a “*second third party application service provider system*” and a “*second activation request*” and “*second activation response*.” Ex.1020, ¶23.

PO’s interpretation is not supported by the specification. Notably, members of the group plan obtain access to “*the [first] service*” through the steps recited in

limitations [1.4]-[1.7], which culminate with a step of “*providing access to the service...*” (in [1.7]). PO has not identified any example scenario in the specification where a (second) activation request is sent for a service that subscribers already have access to. The claim also requires that the “[*first*] service” be “*provided by a [*first*] third party application service provider system*” (see [1.3]). The “*second activation request*,” however, is sent to “*the **second** third party application service provider system*” (see [1.10]). PO has not identified any example scenario in the specification where an activation request is sent to a service provider that does not provide the service whose activation is being requested. See Ex.1003, ¶¶21-24.

In short, the recitation of “*the service*” in [1.10] appears to be a claim drafting error made in prosecution, and this portion of claim text is properly understood as if it recited a “*second activation request for the second service.*” Ex.1020, ¶24.

III. GROUND 1

A. Raleigh renders obvious a “*subscription request for a service for a group plan*” ([1.1]-[1.2])²

PO argues that Raleigh's service plan selection is not a “*subscription request*” because “it is not a request to subscribe **each member** of a group to a service.” POR 14. PO also contends that after Raleigh's service plan selection, “the users are not each subscribers of a service but are merely sharing a single service.” POR 15. Each of these arguments is based on PO's unsupported and incorrect constructions.³ As PO does not respond to the Petition's analysis of the claims under their plain and ordinary meaning, the Petition's analysis is unrebutted.

Notably, PO does not explain why “sharing a single service” is outside of the scope of the '047 patent. The '047 patent specification plainly contemplates group members sharing access to a service, for example, by describing how service delivery and billing can occur at the group level. *See* Ex.1001, 4:56-49, 33:2-5 (“an

² PO titles its argument as including [1.2] but its analysis is solely focused on [1.1].

³ PO's contention that the Petition fails to explain how Raleigh renders obvious “a request to subscribe each member of a group to a service,” POR 18-20, is a red herring as the Petition analyzed the claims under their plain and ordinary meaning, not PO's improper constructions.

employee may be provided one group based service”), 54:18-20 (a “group is provided network services through a second network provider system”).

PO suggests that the Petition “do[es] not explain why one of ordinary skill in the art would have made particular modifications to Raleigh that would result in the claimed invention.” POR 20. This argument fails because it relies on PO’s improper construction. PO also mischaracterizes the Petition as proposing a “modification” to Raleigh. The Petition simply interprets Raleigh’s features as parts of an overall system from the point of view of a POSITA—a reading that Raleigh explicitly encourages. Ex.1005, [1841], [1847], [1851], [1853], [1855], [1856] (Raleigh’s sections “**can apply equally**” to the service plan activation and service provider selection processes of 35A-36B), [1846] (“selection of a service is conducted **in conjunction with** selection of a service provider.”); Pet. 18-19 (“POSITA would have understood that [Raleigh’s sections] are part of an overall cohesive system and framework...Raleigh’s disclosure of these aspects as connected parts of the same framework **would itself suggest to a POSITA to combine them.**”).

B. Raleigh renders obvious an “*activation request*,” “*activation response*,” “*associating the service*,” and “*providing access to the service*” ([1.4]-[1.7])

PO argues that limitations [1.4]-[1.7] “implement the subscription request” of [1.1]-[1.2] and therefore must “result in **each member** of the group being

subscribed to a service.” POR 21-22. As with limitations [1.1]-[1.2], this argument is based on PO’s incorrect claim construction and therefore fails to distinguish the prior art. *See supra*, Sections II.A, III.A.

“sending...an activation request...,” “receiving...an activation response”

PO appears to suggest that the “*activation request*” of limitation [1.4] must also request to activate “a subscription for the service.” POR 22. PO makes this argument in a single sentence, without any explanation or support. POR 22. PO leaves Petitioner to guess and speculate about what “a request to activate a subscription for the service” would require, or why Raleigh’s “activation request” does not meet PO’s requirements. PO does not argue that the applicants of either the ’047 patent or Raleigh acted as lexicographers to provide express definitions of the terms “activation request” or “activation response.” As such, PO fails to articulate any credible reason to believe that these terms have a different meaning in Raleigh than they do in the ’047 patent. PO’s argument must therefore be rejected on that basis alone.

To the extent PO is arguing that Raleigh’s activation request does not disclose or render obvious an activation request directed to a specific selected service from the provider, PO ignores the analysis in the Petition. The Petition explains that Raleigh’s Fig. 35A illustrates a process “to activate an association between a service provider and [a] mobile wireless communication device.” Pet. 34

(citing Ex.1005, [1840]). In this process, Raleigh's third party service partner system "provides an activation request to the service provider system of the selected service provider." Pet. 34 (citing Ex.1005, [1840]). The Petition further explains how Raleigh's Figs. 36A-B depict a "service plan selection" process where "the user selects a service plan" and the user's wireless communication device "communicates the service plan selection to the third-party service partner system." Pet. 23-24 (citing Ex.1005, [1850]); *see also* Pet. 33 (incorporating [1.1] analysis into [1.4] analysis). The Petition then explained that Raleigh's service provider selection in Figs. 35A-B may be "conducted in conjunction with" the service selection process in Figs. 36A-B. Pet. 33.

In this way, Raleigh's activation request is part of a comprehensive process for selecting and activating a service with a chosen service provider. *See* Ex.1003, ¶54; Pet. 18, 19. Raleigh's activation request, which is sent in order to "establish a new service account" to gain access to the service, is an activation request for a service. *See* Ex.1005, [1840], [1859]; Pet. 33. Raleigh's activation response may similarly constitute "a message confirming activation of the new service account." Ex.1005, [1843]; Pet. 36. Raleigh's process then continues with further actions to access to the requested service, including configuring "network elements" and the user's device "to **use one or more services** of the service provider." Ex.1005, [1844]; *see also id.* [1852] ("...adds (and/or customizes) one or more selected

service plans,” followed by “provisioning of the selected service plans”). These additional steps further mirror the process of claim 1, which recites an “*associating*” step ([1.6]) that occurs after the “*activation request*” and “*activation response*” ([1.4]-[1.5]) but before access is provided to the service ([1.7]). PO fails to identify any meaningful distinction between Raleigh’s disclosure and the claimed process.

“providing access to the service...”

PO relatedly suggests that “sharing a service plan with other devices on the master account,” as taught by Raleigh, is not the claimed “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.” POR 23. PO does not explain this argument. The ’047 patent contemplates services that would be shared, such as in a corporate context where an administrator establishes a single service for multiple corporate users. Ex.1001, 30:29-31 (“the enterprise administrator may be responsible for establishing a service for one or more subscribers.”), 31:39-40 (“the new service may be assigned to the enterprise”). The ’047 patent also contemplates one group member having a master account with control over other group members’ access. Ex.1001, 31:43-49 (“allow the enterprise (e.g., through an enterprise administrator) to directly control and manage the account for the subscriber”), 30:29-40 (“the group administrator may be a member of the group”).

PO's vague attempt to imbue the "*providing*" step with some kind of freighted meaning is generally contrary to the '047 patent specification, which simply refers to "providing access to the service" in various contexts without further explanation. *See, e.g.*, Ex.1001, 3:55-57, 3:66-67, 5:42-44, 51:36-37, 51:48-49, 52:20-22, 56:35-37. PO does not identify any language requiring a user's "*access to the service*" to be exclusive (not shared in any way). As PO does not respond to the Petition's analysis of the claims under their plain and ordinary meaning, the Petition's analysis is unrebutted.

Finally, to the extent that a requirement for exclusive "*access*" was read into the claims, Raleigh teaches "to allocate discrete portions of a service plan." Ex.1005, [0806]. Raleigh shows in Fig. 11G, for example, that a "child device [is permitted] to use up to fifty percent of the '250 Minutes of Talk' service plan allocation." Ex.1005, [0806]. Making a similar fifty percent allocation for the second account shown in Fig. 11G (below) would have thereby provided each user with exclusive access to half of the shared service (e.g., each user would have exclusive use of 125 minutes out of the total 250 minute service plan).

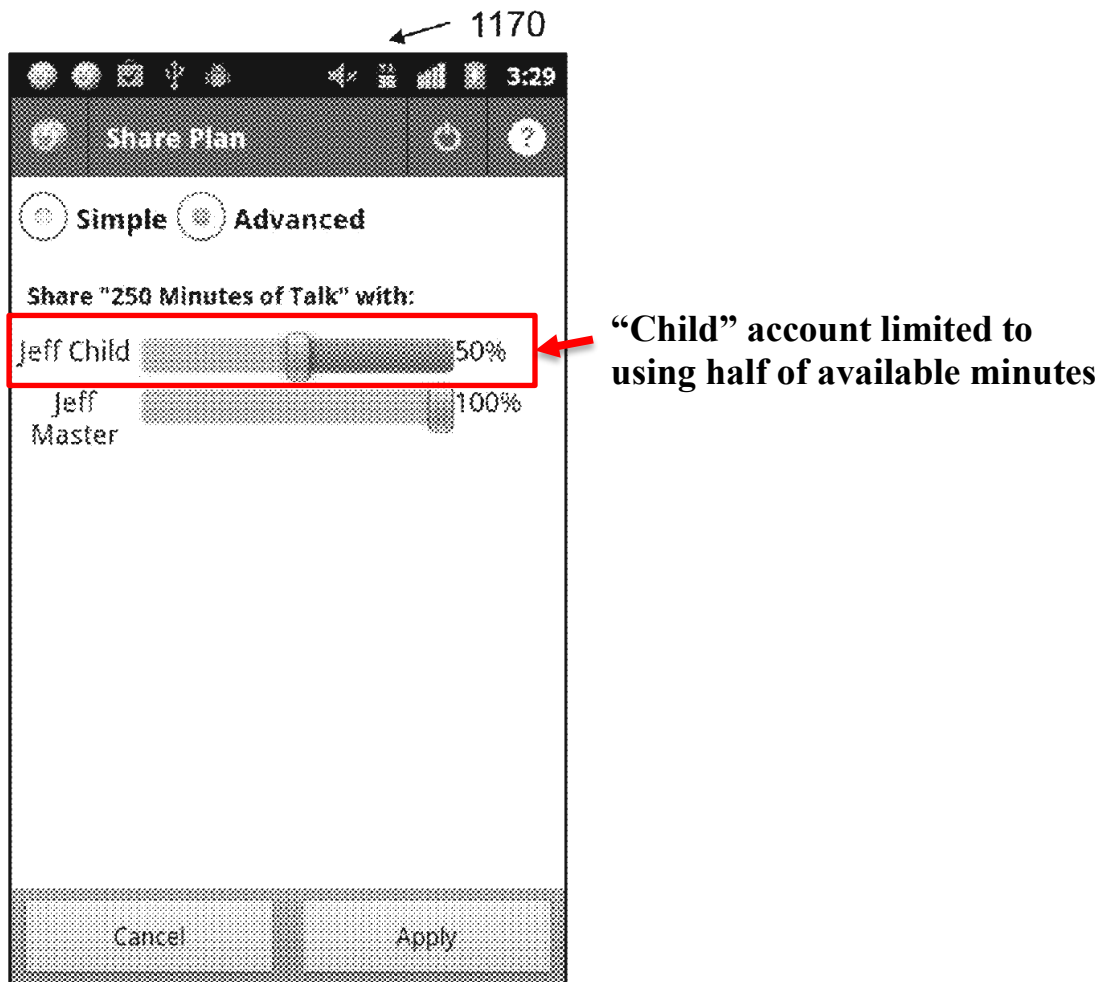


FIG. 11G

C. Raleigh renders obvious an “*activation request*” and “*activation response*” ([1.4]-[1.5])

PO argues that 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 [1.1]. POR 26; *see also* POR 22 (“limitation [1.4] requires a request to activate a subscription for the service for each member

of the group.”). This argument is based on PO’s improper construction of “*activation request*” and “*activation response*” as excluding group-based services (and requiring enumeration of subscriber telephone numbers). The argument therefore fails. *See supra*, Sections II.B, III.B.

PO next makes two related arguments. First, PO asserts that the Petition’s reliance on Raleigh’s service provider selection in Figs. 35A-B and service selection in Figs. 36A-B improperly “conflates the two processes.” POR 26. This argument ignores Raleigh’s explicit disclosure that the processes may be “conducted in conjunction” with one another. Ex.1005, [1846]; Pet. 33. PO attempts, unconvincingly, to explain away Raleigh’s statement as merely suggesting two separate selection processes performed in sequence. POR 25-26. That position is supported solely by the conclusory testimony of PO’s declarant, and PO presents no evidence to support its implicit position that “in conjunction” means “in sequence.” The Institution Decision properly understood Raleigh’s teaching of multiple processes “conducted in conjunction” with one another, so PO’s criticism of the Institution Decision is misplaced. POR 26-27.

Second, PO contends that Raleigh’s “activation request” is not an “*activation request*” for a service because it is described as part of service provider selection in Figs. 35A-B, not as part of service selection in Figs. 36A-B. POR 22, 26-27. This argument is largely duplicative of PO’s earlier arguments about all of

limitations [1.4]-[1.7] (*see supra*, Section III.B.), and in any event the argument overlooks the Petition's analysis. The Petition explains how Raleigh's Fig. 35A illustrates a process "to activate an association between a service provider and [a] mobile wireless communication device." Pet. 34 (citing Ex.1005, [1840]). As explained above in Section III.B, Raleigh's association process is used 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]; *see also id.* [1859] ("In some embodiments, activating service includes establishing a new service account with the selected service provider"). In this process, the third party service partner system "provides an activation request to the service provider system of the selected service provider." Pet. 34 (citing Ex.1005, [1840]).

The Petition further explains how Raleigh's Figs. 36A-B depict a "service plan selection" process where "the user selects a service plan" and the user's wireless communication device "communicates the service plan selection to the third-party service partner system." Pet. 23-24 (citing Ex.1005, [1850]); *see also* Pet. 33 (incorporating [1.1] analysis into [1.4] analysis). Service provider selection in Figs. 35A-B may be "conducted in conjunction with" the service selection in Figs. 36A-B. Pet. 33 (citing Ex.1005, [1846]). In other words, the activation request in Figs. 35A-B is part of an integrated process (together with Figs. 36A-B) for selecting and activating both a service provider and a service. Raleigh

reinforces this integrated-process understanding by discussing “processes to select service providers **and**/or services (and activate service accounts **and**/or services for service providers).” Ex.1005, [1832]. Thus, Raleigh’s activation request renders obvious the claimed “*activation request*.” Pet. 33.

To the extent that PO argues that the claimed “*activation request*” must include some specific content designating a service, or that the “*activation request*” must itself trigger activation of a subscription for the service, this argument lacks merit. The claim does not recite any specific content for the “*activation request*,” nor does PO explain why Raleigh’s “activation request”—which creates an association that establishes a new service account and enables the user “to use one or more services of the service provider,” Ex.1005, [1840], [1844]—does not meet PO’s interpretation of an activation request “for a service.”

Finally, PO attacks Petitioner’s declarant, Dr. Houh, as allegedly being unable to answer questions about the scope of the claimed “*activation request*.” The opposite is true. Dr. Houh declined to read into [1.4] that the *activation request* is for “a service.” Instead, he testified—correctly—that limitation [1.4] recites only a “*group plan*,” as in [1.1]. POR 28 n.2 (citing Ex.2005, 86:11-87:8). He repeatedly insisted that [1.4] does not recite a “service;” “There’s just – it’s just referring to ‘the group plan.’...And it doesn’t use the word ‘service.’ It doesn’t use the word service in conjunction with the group plan.” POR 29 n.3 (citing Ex.2005,

90:11-91:2). His testimony is true and accurate, and PO fails to demonstrate otherwise.

D. Raleigh renders obvious a “*second activation request*” and a “*second activation response*” ([1.10]-[1.11]).

PO argues that the Petition fails to show that Raleigh renders obvious the “*second activation request*” and “*second activation response*” of [1.10]-[1.11] because Raleigh’s request and response are “not for a service.” POR 30. PO relies on its earlier arguments presented for limitations [1.4]-[1.5], even though those arguments focused on the group-related aspects of the “[*first*] service” limitations. POR 30; *see* POR 22 (“limitation [1.4] requires a request to activate a subscription for the service for each member of the group”). Limitations [1.10]-[1.11], however, do not recite any “group” concepts.

PO also vaguely references an alleged distinction based on the “*activation request*.” POR 30. In analyzing limitation [1.4] (which was then referenced and relied upon for limitation [1.10], *see* Pet. 48), the Petition explained Raleigh’s process to “activate an association between a service provider and [a] mobile wireless communication device.” Pet. 34 (quoting Ex.1005, [1840]). Raleigh’s association process is used to “establish a new service account” and involves sending an “activation request” and receiving an “activation response.” Ex.1005, [1840]. Thus, the Petition showed how the prior art rendered obvious a “*second*

activation request for the service” as recited in [1.10] and a “*second activation response*” in [1.11].

PO further argues:

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.

POR 30. This is the extent of PO’s “additional” argument. As PO provides no analysis, the argument must fail. Petitioner nevertheless addresses two potential arguments PO might be hinting at with its single-sentence argument below.

First, to the extent that PO is rehashing its argument about the Petition’s reliance on Raleigh’s service provider selection in Figs. 35A-B, PO again fails to address Raleigh’s express teaching that this process may be “conducted in conjunction with” the service selection process in Figs. 36A-B. Pet. 33; *see also supra*, Section III.C.

Second, to the extent that PO is suggesting that the “*second activation request*” in [1.10] is “for the service” which “refers back” to the service first introduced in [1.1], this argument is based on PO’s improper claim construction and therefore fails. *See supra*, Section II.C.

This argument would also contradict PO's arguments for [1.1]-[1.2]. To make its "subscription request" arguments in [1.1]-[1.2], PO separates claim one into two portions: (a) a "first subscription request" in [1.1] "for" the group plan, and (b) a "second subscription request" in [1.8] reciting "a subscriber of the group requesting a subscription to a service for that subscriber." POR 14. PO groups limitations [1.8]-[1.13] together, contrasting those limitations with the "group aspects claimed in limitations [1.1]-[1.2] and [1.4]-[1.7]." POR 14. Tying "*the service*" in [1.10] to "*a service*" in [1.1] (POR 30)—when PO earlier contends that the requests are for two different services (POR 14)—creates an inconsistency, and PO's argument must fail for this separate independent reason.

Moreover, reading "*the service*" in [1.10] to refer back to "*a service*" of [1.1] and [1.4] is also contrary to common sense. PO's argument would require a "***second subscription request***" to be issued for a **first service** that has already been associated with each member of the group (per [1.6]), and where each member of the group has already been provided access to the service (per [1.7]). PO's argument would also require sending an activation request for "*the [first] service*" to the "*second third party application service provider system*"—**which does not provide that service**. See limitation [1.1] ("*wherein the [first] service is provided by a [first] third party application service provider system*"). Finally, PO does not attempt to reconcile its arguments for [1.10] with its argument that after the first

subscription request set of steps, every phone number in the “*plurality of telephone numbers*” would already have access to “*the [[first] service.*” POR 12-21.

E. Raleigh renders obvious claims 4-7 ([5.2])

PO complains that the Petition “do[es] not provide...sufficient notice” of its arguments with respect to claims 4-7. POR 31. The Petition addressed these claims on pages 49-66. The Board should not entertain PO’s invitation to casually dismiss nearly twenty pages of the petition without identifying what, precisely, PO finds so insufficiently explained that it cannot muster any response.

The only alleged deficiency that PO identifies is in relation to limitation [5.2]. POR 30-31. For that, PO notes the Petition’s reliance on Raleigh’s ASPI in Fig. 1AH for the claimed “*unified services platform system*” in [5.2] and Raleigh’s “third party service partner system” for the same component in [1.1]. PO then points to the Petition’s obviousness conclusion and complains that it is vague and conclusory. POR 31.

PO’s protestations are unavailing. The Petition discussed Raleigh in detail and explained why a POSITA would have found it obvious, from Raleigh’s disclosure, that the ASPI “may be implemented by” Raleigh’s third party service partner system. *See, e.g.*, Pet. 57-58 (“POSITA would have understood that the ASPI may be a third party intermediary system that ‘provides an interface for the ASP into the carrier network,’ and ‘distributes ‘carrier access services ... to application service

providers.’...For instance, it would have been obvious that the APSs would communicate with the carrier network (‘*network provider system*’) through the ASPI (‘*unified services platform system*’) to provide ‘Credit and Status’ information, ‘Usage Reports, Billing Reports, Analytics, Transaction Reports, Fraud Alerts,’ etc., as shown in FIG.1AH. Ex.1003, ¶151.”). Thus, the petition did not attempt to map two distinct components in the prior art to the claimed “*unified services platform system*.” The Petition consistently identified Raleigh’s third party service partner system as the “*unified services platform system*.” See Pet. 23, 58. For limitation [5.2], the Petition showed that it would have been obvious for Raleigh’s third party service partner system to implement the ASPI, and thereby meet the additional limitations of [5.2]. Pet. 55-60.

IV. CONCLUSION

The Board should find the Challenged Claims unpatentable.

Respectfully submitted,

Dated: June 18, 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 4,888. 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: June 18, 2024

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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.

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