

**UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE PATENT TRIAL AND APPEAL BOARD**

BIZLINK TECHNOLOGY, INC.,
Petitioner,

v.

ANDERSON POWER PRODUCTS, INC.,
Patent Owner.

Case IPR2024-00687
U.S. Patent No. 8,808,017

PATENT OWNER'S REQUEST FOR DIRECTOR REVIEW

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TABLE OF EXHIBITS

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2001	Declaration of Ronald P. Locati in Support of Patent Owner's Response
2002	Transcript of the February 28, 2025, Deposition of Dr. Charles Eldering
2003	Joint Claim Construction and Prehearing Statement in <i>Anderson Power Products, Inc. v. BizLink Technology, Inc. et al.</i> , Case No. 23-cv-5436 (N.D. Cal.)
2004	Defendants' Responsive Claim Construction Brief in <i>Anderson Power Products, Inc. v. BizLink Technology, Inc. et al.</i> , Case No. 23-cv-5436 (N.D. Cal.)
2005	Plaintiff's Infringement Contentions in <i>Anderson Power Products, Inc. v. BizLink Technology, Inc. et al.</i> , Case No. 23-cv-5436 (N.D. Cal.)
2006	Defendants' Invalidity Contentions in <i>Anderson Power Products, Inc. v. BizLink Technology, Inc. et al.</i> , Case No. 23-cv-5436 (N.D. Cal.)
2007	Merriam-Webster's Unabridged Dictionary, definition of "insulator"
2008	Merriam-Webster's Unabridged Dictionary, definition of "non-conductive"
2009	Merriam-Webster's Unabridged Dictionary, definition of "within"
2010	March 8, 2024, Letter from M. Yang to J. Lukas

I. INTRODUCTION

This *inter partes* review (“IPR”) should never have been instituted. The Petition failed to address a limitation expressly recited in the only independent challenged claim of U.S. Pat. No. 8,808,017 (“the ’017 patent”). The Petition also attempted to use made-up and inaccurate drawings to fill in prior art gaps and show that the prior art expressly anticipated that claim, in violation of the requirement that petitions must identify “with particularity” “where each limitation of the claim is found in the prior art.” 35 U.S.C. § 312; 37 C.F.R. § 42.104, 7/31/25 Stewart Memo (“Memo”). Instead of enforcing this requirement against Petitioner BizLink Technology, Inc. (“Petitioner”), the Board instituted review “without need for further explanation.”

The Board compounded its institution error by issuing a Final Written Decision (“FWD”) that contains internally inconsistent fact findings, ignores the uncontroverted record evidence, adopts an erroneous new claim construction that neither party advanced, and improperly shifts the burden of proof onto Patent Owner Anderson Power Products, Inc. (“PO”). As these *glaring* errors show, the Board twisted itself in knots to reach an outcome that was consistent with its erroneous Institution Decision (“ID”), as opposed to reaching the *correct* outcome based on the undisputed record evidence.

Thus, PO respectfully requests Direct Review.

II. BACKGROUND

A. The Parties And The Petition.

Founded in 1877, PO is a Massachusetts-based producer of state-of-the-art electrical power connectors. (Ex-1019.) On October 23, 2023, PO filed a patent infringement lawsuit against Petitioner alleging infringement of the '017 patent. (Ex-1009.) Seven months later, on May 13, 2024, Petitioner requested IPR of Claims 1-4 and 7-12 (collectively, the "Claims") of the '017 patent. (*See generally* Petition, Paper 1.) As to Claim 1, the only challenged independent claim of the '017 patent, the Petition asserted two anticipation-based invalidity grounds: (i) Ground 1A (asserting that Claims 1-4 and 7-12 are anticipated by Winkler); and (ii) Ground 2A (asserting that Claims 1-4 are anticipated by Kataoka). (*Id.*, 18-19.)¹ The Petition did not assert any obviousness-based grounds against Claim 1. (*Id.*)

B. The '017 Patent And The Claims.

The '017 patent issued over a decade ago on August 19, 2014. (Ex-1001, [45].) The '017 patent and the Claims generally relate to "an electrical connector that suppresses arcing if connected or disconnected while current is flowing." (*Id.*, 1:6-8.) Independent Claim 1 of the '017 patent, the only challenged independent claim, is reproduced below with Petitioner's limitation designations and with the two limitations at issue in this Request highlighted (*i.e.*, Limitations 1[g] and 1[i]):

¹ The remaining grounds of the Petition (*i.e.*, Grounds 1B-D and Ground 2B) did not address Claim 1 and related to only claims that depend from Claim 1. (*Id.*)

1[pre] An electrical connector pair, comprising:

1[a] a first connector having a first insulating housing;

1[b] a first electrical contact supported within the first insulating housing,

1[c] the first electrical contact having a connecting surface that is substantially parallel with a longitudinal axis of the insulating housing and terminates in a leading end of the first electrical contact;

1[d] a second connector having a second insulating housing;

1[e] a second electrical contact supported within the second insulating housing,

1[f] the second electrical contact being configured to laterally engage with the connecting surface of the first electrical contact when the first connector is mated with the second connector;

1[g] a first insulating barrier within the first connector extending beyond and covering the leading end of the first electrical contact; and

1[h] a second insulating barrier extending beyond the second electrical contact within the second connector,

1[i] the second insulating barrier being configured so as to be in close proximity with the first insulating barrier when the first and second connectors are partially disconnected and the first and second electrical contacts are separated by a short distance, thereby blocking substantially all through-air arcing paths between the first and second electrical contacts.

(*Id.*, Claim 1.)²

C. The Institution Decision And The Final Written Decision.

In the ID, the Board found Petitioner failed to show a reasonable likelihood of prevailing on its Kataoka-based invalidity grounds. (ID, Paper 7, 29-31.) However, the Board found that “Petitioner has shown sufficiently that Winkler discloses all of the limitations recited in claim 1.” (*Id.*, 28.) Notably, for several of

² All emphases added unless otherwise noted.

the disputed limitations of Claim 1, the Board stated that Winkler discloses these limitation “without need for further explanation.” (*Id.*, 24-25.)

In the FWD, the Board held that Petitioner failed to prove any of the Claims are unpatentable over Kataoka. (FWD, Paper 29, 70-71.) The Board also held that Petitioner demonstrated that Claims 1-3 and 7-12 are unpatentable over Winkler, but failed to demonstrate that Claim 4 is unpatentable over Winkler. (*Id.*, 73.)

III. ARGUMENT

A. The ID Should Be Vacated And This IPR Should Be Terminated.

The Board abused its discretion by failing to deny institution where the Petition failed to meet the requirements of 35 U.S.C. § 312, 37 C.F.R. § 42.104, and the Memo. Under 35 U.S.C. § 312, a petition “may be considered *only if* ... the petition identifies, in writing and with particularity, ... the grounds on which the challenge to each claim is based, and the evidence that supports the grounds...” 35 U.S.C. § 312(a)(3). Further, under 37 C.F.R. § 42.104, a “petition *must set forth*: ... a statement of the precise relief requested,” including “where each element of the claim is found in the prior art.” 37 C.F.R. § 42.104(b)(4).³ Here, the Board agreed

³ See also Memo, 1 (“As a practical matter, enforcement of Rule 104(b)(4) means that applicant admitted prior art (AAPA), expert testimony, common sense, and other evidence that is not ‘prior art consisting of patents or printed publications’ (collectively, ‘general knowledge’) may not be used to supply a missing claim limitation. Per 35 U.S.C. § 312(a)(4), the Board shall deny an IPR petition that fails to comply with Rule 104(b)(4).”)

that institution was improper as to the Kataoka-based grounds (ID, 29-31) but found institution proper as to the Winkler-based grounds (*id.*, 28). The Board abused its discretion because the Petition clearly failed to meet the requirements of 35 U.S.C. § 312, 37 C.F.R. § 42.104, and the Memo.

1. The Petition Did Not Assert Or Show That Winkler Discloses Limitation 1[g].

Regarding Limitation 1[g] (*i.e.*, “a first insulating barrier within the first connector”), the Petition ***did not even assert*** that Winkler’s alleged first insulating barrier (*i.e.*, “receiving pocket 42”) is “within” Winkler’s first connector 10, as claimed. (POPR, Paper 6, 19; Petition, 30-31; Ex-1003, ¶ 76.) Indeed, the Board confirmed at the hearing that the Petition failed to show how Winkler’s alleged first insulating barrier is “within” Winkler’s first connector:

THE BOARD: I was looking at what they said [in the Petition] about how “within” is met. ***I couldn’t find it.***

(Hearing Tr., Paper 26, 41:22-23; *see also id.*, 40:17-20, 43:10-11.)

2. The Petition Relied Entirely On A Made-Up And Inaccurate Diagram To Show Anticipation Of Limitation 1[i].

Regarding Limitation 1[i], the Petition relied solely on a made-up diagram that was not disclosed anywhere in Winkler and was created for the purposes of this IPR. (POPR, 20-22; Petition, 32-33; Ex-1003, ¶¶ 80-82.) That is, rather than rely on Winkler’s ***actual disclosures*** to show anticipation of Limitation 1[i], Petitioner improperly attempted to fill in the gaps in Winkler using its expert’s made-up and

inaccurate drawing. *See, e.g.*, Memo, 2; *see also* Reply, 14-19 (Petitioner failing to dispute that its made-up diagram is inconsistent with Winkler's actual disclosures and presenting no testimony to rebut PO's and its expert's showing that Petitioner's diagram is inaccurate); Sur-Reply, 12 (same).

As shown above, the Petition failed to identify "with particularity" "where each element of the claim is found in the prior art," as required in 35 U.S.C. § 312, 37 C.F.R. § 42.104, and the Memo. But rather than enforce these requirements, the Board concluded, "without need for further explanation," that Winkler discloses all the limitations of Claim 1. (ID, 25-28.) The Board abused its discretion in instituting review, and the Director should vacate the ID and FWD and terminate this IPR.

B. The FWD Should Be Reversed Because It Is Based On Erroneous Findings Of Fact And Conclusions Of Law.

1. The Board's Finding That Winkler Discloses Limitation 1[g] Is Inconsistent With The Undisputed Evidence And The Agreed Construction Of "Within."

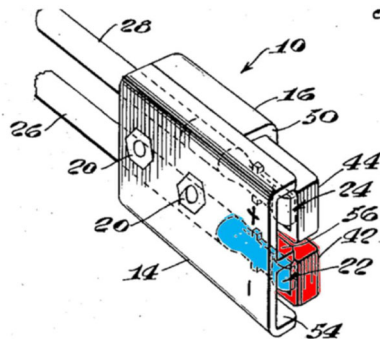
The FWD should be reversed because Winkler indisputably fails to disclose Limitation 1[g] under the correct construction of "within." As demonstrated in PO's Response ("POR"), the correct construction of "within" is "on the inside of." (POR, Paper 12, 19-22.) Petitioner never provided a construction of "within" in its briefing. (Petition, 12; Reply, Paper 15, 3-5.) But when pressed for a construction at the hearing, Petitioner's counsel stated:

THE BOARD: So, at the end of the day, if we were to side with you, we got to put down what “within” means, and what shall we say, according to you?

PETITIONER'S COUNSEL: Yeah. I would say that “*within*” means *it's on the inner side of* the housing.

(Hearing Tr., 21:5-8.) Thus, both parties agreed that the correct construction of “within” is “on the inside of.” The Board likewise confirmed that the correct construction of “within” is “on the inside of.” (FWD, 20.)⁴

There is no dispute that Winkler fails to disclose Limitation 1[g] under the correct construction of “within” (*i.e.*, on the inside of). As noted earlier, Limitation 1[g] recites “a first insulating barrier within the first connector.” (Ex-1001 at claim 1.) The Petition asserted that Winkler’s “receiving pocket 42” (in red) is “a first insulating barrier” and that Winkler’s connector 10 is a “first connector”:

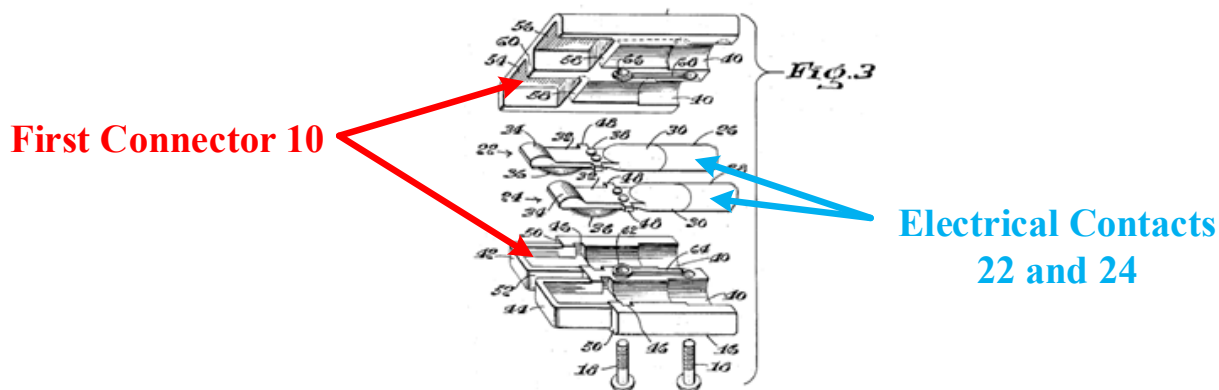


(Petition at 30 (annotations in original).)

As PO’s expert explained, Winkler’s “receiving pocket 42” (*i.e.*, the alleged first insulating barrier) is not “within” (*i.e.*, on the inside of) Winkler’s first

⁴ As discussed further below, the Board nevertheless re-construed “within” and adopted a legally erroneous construction.

connector 10 because the receiving pocket 42 is formed as part of the outside or exterior of the connector 10. (EX2001, ¶ 87.) As further shown in Figure 3 below, Winkler discloses that the only things “within” (*i.e.*, on the inside of) Winkler’s first connector 10 are the electrical contacts 22 and 24 and air:



(EX1004, FIG. 3; *id.*, 2:4-7, 2:18-32, 2:39-43, claim 1; EX2001, ¶ 88.)

Importantly, Petitioner offered no testimony of a POSITA to rebut PO’s expert’s testimony. (Reply, 9-14; Sur-Reply, Paper 17, 9-10.) Moreover, the Board confirmed at the hearing that Winkler’s receiving pocket 42 is not “within” Winkler’s first connector 10 under the correct and agreed construction of “within”:

PETITIONER’S COUNSEL: Yeah. I would say that “within” means it’s on the inner side of the housing.

THE BOARD: So, then it looks like you wouldn’t win on that...

(Hearing Tr., 21:7-9; *id.*, 12:25-13:5, 20:2-3, 20:12-16, 21:23-24.)

2. The Board's Finding That Winkler Discloses Limitation 1[g] Is Based On An Erroneous Construction Of "Within."

Despite the uncontroverted record evidence demonstrating that Winkler's receiving pocket 42 (*i.e.*, the alleged first insulating barrier) is *not* within the first connector 10 according to the agreed construction of "within" (and is instead part of the outside or exterior of the connector 10), the Board nevertheless concluded in the FWD that Winkler discloses Limitation 1[g]. (FWD, 39-40.) More specifically, the Board found that Winkler's receiving pocket 42 is "within" Winkler's housing because "the width and height of the receiving pocket 42 are less than those of the housing." (*Id.*, 39.) In so finding, the Board re-construed "within" to mean having "any dimension, namely length, width, or height" less than that of the housing. (*Id.*, 20, 39.) Notably, this new construction is different than the parties' agreed construction, neither party proposed this new construction, and it was never briefed or argued at the hearing. (POR, 19-22; Reply, 3-5.)

The Board's new construction of "within" (*i.e.*, having any dimension less than that of the housing) is erroneous because it is nonsensical and renders the term "within" meaningless. For example, under the Board's erroneous construction and logic, a bun would be "within" a hot dog if the hot dog is longer than the bun. Simply put, the Board's nonsensical and erroneous construction of "within" eliminates the distinction between inside and outside and renders the term "within" meaningless,

in violation of Federal Circuit precedent. *See, e.g., Cat Tech LLC v. TubeMaster, Inc.*, 528 F.3d 871, 885 (Fed. Cir. 2008).

At a minimum, the Director should vacate the FWD and remand because the Board's construction diverged from the agreed construction of "within" and the Board failed to provide notice and an adequate opportunity to respond to its new construction. *Qualcomm Inc. v. Intel Corp.*, 6 F.4th 1256, 1262-63 (Fed. Cir. 2021).

3. The Board's Finding That Winkler Discloses Limitation 1[i] Ignores The Uncontroverted Record Evidence.

The Board's finding that Winkler discloses Limitation 1[i] ignores the uncontroverted record evidence.

Limitation 1[i] recites: "the second insulating barrier being configured so as to be in close proximity with the first insulating barrier when the first and second connectors are partially disconnected and the first and second electrical contacts are separated by a short distance, thereby blocking substantially all through-air arcing paths between the first and second electrical contacts." (Ex-1001, Claim 1.)

To attempt to show that Winkler anticipates Claim 1 and expressly discloses Limitation 1[i], Petitioner relied solely on a made-up diagram (reproduced below) that is not disclosed anywhere in Winkler and was created for the purposes of this proceeding. (Petition, 32-34; Ex-1003, ¶¶ 80-84; Ex-2002, 152:5-15, 15:8-16; Ex-2001, ¶ 102.)

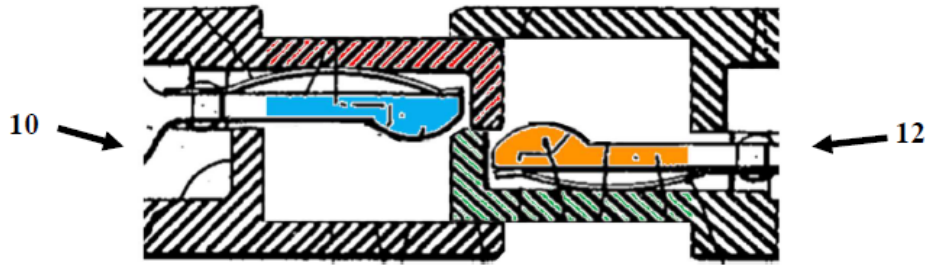


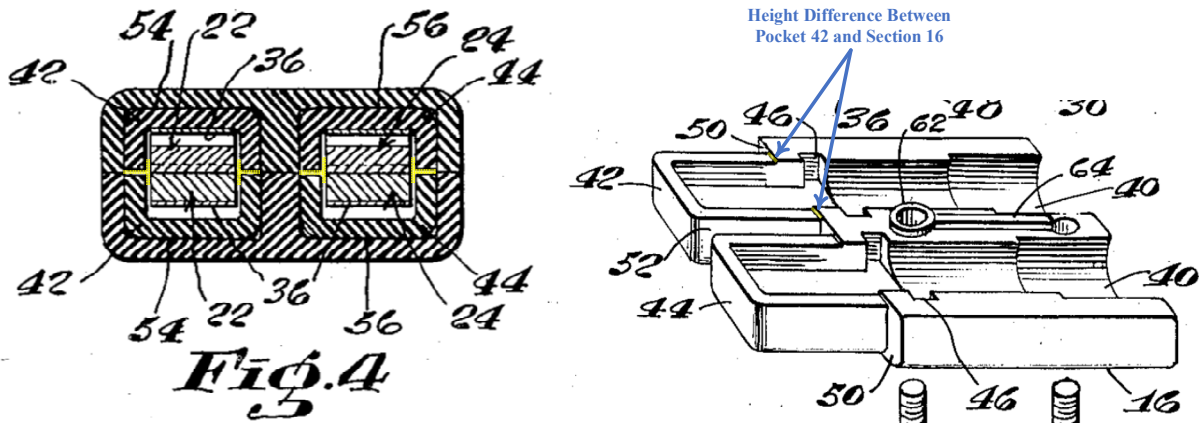
Diagram created based on Ex. 1004, Fig. 2, (modified to show connector 10 and connector 12 partially disconnected)

(Petition, 33 (annotations in original); Ex-1003, ¶ 80.)

The Board confirmed in the FWD and at the hearing that Petitioner's sole basis for asserting that Winkler expressly discloses Limitation 1[i] is the made-up diagram shown above. (FWD, 32-33, 43-47; Hearing Tr., 15:15-25, 57:12-24.) According to Petitioner, the made-up diagram reproduced above shows the alleged first and second insulating barriers (highlighted in red and green, respectively) "pressed together." (Petition, 36-37.) Petitioner confirmed in its Reply that it is not relying on an inherent anticipation theory (Reply, 17), and thus Petitioner had to prove that Winkler expressly discloses Limitation 1[i]. *Verdegaal Bros., Inc. v. Union Oil Co. of Cal.*, 814 F.2d 628, 631 (Fed. Cir. 1987).

In the POR, PO demonstrated that Petitioner's made-up diagram is inaccurate and that a POSITA would not have envisaged Petitioner's made-up diagram from Winkler's actual disclosures because Winkler expressly discloses that there are appreciable gaps between the receiving pockets 42 (*i.e.*, the alleged insulating barriers) of each connector, but Petitioner's made-up diagram incorrectly shows the

alleged first and second insulating barriers “pressed together.” (POR, 42-46; Ex-2001, ¶¶ 102, 107-109, 112-114.)



(Ex-1004-Winkler, FIG. 4 (showing gaps highlighted in yellow between the receiving pockets 42); *id.* at FIG. 3 (showing height difference between receiving pocket 42 and rest of lower half section 16, which results in the gaps shown in FIG. 4); Ex-2001, ¶¶ 107-108.)

Importantly, Petitioner ***did not dispute*** in its Reply that its made-up diagram is inconsistent with Winkler’s actual disclosures and presented no testimony of a POSITA to rebut PO’s expert’s testimony. (Reply, 14-19; Sur-Reply, 12.)

Despite the uncontroverted evidence to the contrary, the Board found in the FWD that Winkler discloses Limitation 1[i] because a POSITA “would have reasonably viewed Petitioner’s [made-up] diagram to be what Winkler discloses when the connectors are partially disconnected.” (FWD at 47; *id.* at 44.)

4. The Board's Finding That Winkler Discloses Limitation 1[i] Is Internally Inconsistent With The Board's Other Findings.

The Board's finding that Winkler discloses Limitation 1[i] is also inconsistent with the Board's other express findings in the FWD rejecting Petitioner's made-up and inaccurate diagrams.

Regarding Claim 4, Petitioner relied on the *same made-up diagram* that it relied on for Limitation 1[i]. (Petition, 33, 36; FWD, 48-49.) Yet, as to Claim 4, the Board expressly held that Petitioner's made-up diagram is *inaccurate*. (FWD, 50.) According to the Board, "[PO] points persuasively to portions of Winkler that disclose a gap or space between the insulating barriers when the connectors are partially disconnected." (*Id.*) The Board thus agreed that Petitioner's made-up diagram incorrectly shows the alleged insulating barriers "pressed together." (*Id.*) Accordingly, the Board's Claim 4 findings *directly contradict* the Board's earlier finding for Limitation 1[i] that a POSITA "would have reasonably viewed Petitioner's [made-up] diagram to be what Winkler discloses when the connectors are partially disconnected." (*Id.*, 47; *see also* Hearing Tr., 16:7-10 (the Board confirming "this diagram isn't entirely accurate").)

The Board's finding that Winkler discloses Limitation 1[i] is also internally inconsistent with its Kataoka-related anticipation findings in the FWD. Like the Winkler-based grounds, Petitioner asserted that Kataoka expressly discloses Limitation 1[i] based solely on a made-up diagram created by Petitioner's counsel.

(FWD, 65-66; Petition, 82-83; POR, 57-58.) The Board found that “Petitioner does not explain adequately how its diagram accurately depicts Kataoka’s connector portions when they are partially disconnected.” (FWD, 70.) The Board thus correctly concluded that Petitioner failed to meet its burden of proving Kataoka anticipates Claim 1. (*Id.*)

In light of the Board’s Claim 4 finding that Petitioner’s made-up diagram does not accurately depict Winkler’s connector portions when they are partially disconnected (*id.* at 50), the Board should have concluded, as it did for Petitioner’s Kataoka-based grounds, that Petitioner failed to meet its burden of proving anticipation. Inexplicably, the Board held Petitioner to its burden for its Kataoka-based grounds but not for its Winkler-based grounds.

In short, the Board’s own findings **confirm**: (i) Petitioner relied solely on a made-up diagram for Limitation 1[i] (FWD, 32-33); (ii) the made-up diagram is inaccurate (*id.*, 50); and (iii) Petitioner cannot meet its burden of proving anticipation by relying on such an inaccurate made-up diagram (*id.*, 68-70). In view of these express findings, the Board’s internally inconsistent finding that Winkler discloses Limitation 1[i] cannot stand. *Honeywell Int’l Inc. v. Mexichem Amanco Holding S.A. De C.V.*, 865 F.3d 1348, 1354 (Fed. Cir. 2017) (rejecting the Board’s analysis as flawed due to internal inconsistencies).

5. The Board Erroneously Shifted The Burden To Prove That Winkler Does Not Disclose Limitation 1[i] To PO.

The Board's finding that Winkler discloses Limitation 1[i] should also be reversed because the Board erroneously shifted the burden of proof from Petitioner to PO. As to Limitation 1[i], the Board held that ***PO failed to prove*** that Petitioner's made-up diagram is inaccurate because "[PO] and [its expert] do not provide a different diagram that may have been envisaged by an ordinarily skilled artisan." (FWD, 43.) The Board also held that ***PO failed to prove*** that Winkler's express disclosure of significant electrical arcing between the electrical contacts in the partially disconnected state is "dispositive" of whether Winkler discloses Limitation 1[i]. (*Id.*, 45-46; Ex-2001, ¶¶ 105-106; Ex-1004-Winkler, 1:54-61, 3:40-47.) To be clear, PO and its expert ***did*** provide diagrams showing what a POSITA would have envisaged from Winkler's disclosures. (POR, 43-44; Ex-2001, ¶¶ 107-109.) Nevertheless, it was Petitioner's burden to present a *prima facie* case of anticipation in the Petition, not PO's burden to fix Petitioner's inaccurate diagram or to disprove anticipation. *In re Magnum Oil Tools Intl., Ltd.*, 829 F.3d 1364, 1376-77 (Fed. Cir. 2016). The Board's decision to flip the burden of proof onto PO was also legal error.

IV. CONCLUSION

Accordingly, PO respectfully requests that the Director vacate the ID/FWD and terminate this proceeding or, alternatively, reverse the FWD and find the Claims patentable.

Respectfully submitted,

Dated: December 8, 2025

By: /s/ James J. Lukas, Jr.

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CERTIFICATE OF COMPLIANCE

This paper complies with the requirements of 37 C.F.R. § 42.24 because it is 15 pages or less (exclusive of the table of contents, the table of exhibits, the certificate of service, and this certification).

This paper complies with the typeface requirements of 37 C.F.R. § 42.6 and has been prepared in 14 point Times New Roman proportionally spaced typeface with normal spacing.

Respectfully submitted,

Dated: December 8, 2025

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the below date, I caused the forgoing to be served by electronic mail to the following:

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