UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

FORD MOTOR COMPANY
Petitioner,

v.

AUTOCONNECT HOLDINGS, LLC
Patent Owner.

U.S. Patent No. 9,020,697

Case No.: IPR2025-01342

AUTHORIZED RESPONSE TO DIRECTOR REVIEW REQUEST

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List of Exhibits

Exhibit No.	Description
1001	U.S. Patent No. 9,020,697 ("the '697 Patent")
1002	U.S. Patent No. 9,020,697 Certified File History ("the '697 File History")
1003	Expert Declaration of Todor Cooklev
1004	Todor Cooklev Curriculum Vitae
1005	Complaint, *AutoConnect Holdings LLC v. Ford Motor Company*, Case No. 1:24-cv-01327-JCG (D. Del)
1006-1009	*Intentionally left blank*
1010	U.S. Patent No. 8,768,539 B1 to Clement ("Clement")
1011	U.S. Patent No. 7,388,466 B2 to Ghabra ("Ghabra")
1012	U.S. Patent Application Pub. No. 2012/0092129 A1 to Lickfelt ("Lickfelt")
1013	U.S. Patent Application Pub. No. 2011/0093153 to Moinzadeh ("Moinzadeh")
1014-1049	*Intentionally left blank*
1050	Bosch Handbook, (Automotive Handbook October 2004 6th Edition) ("Bosch")
1051	IEEE Dictionary, (IEEE 100 The Authoritative Dictionary of IEEE Standards Terms 2000 7th Edition) ("IEEE Dictionary") (Excerpts)
1052	"Specification of The BlueTooth System" (June 30, 2010). Version 4.0 (Volumes 0-6) Available at https://www.bluetooth.com/specifications/specs/core-specification-4-0/ (Accessed June 27, 2025) ("Bluetooth Specification")
1053	Hossain et al., "A Comprehensive Study of Bluetooth Signal Parameters for Localization," 2007 IEEE 18th International Symposium on Person, Indoor and Mobile Radio Communications Available at https://www.ieeexplore.ieee.org/document/4394215 ("Hossain")
1054	McCartt, et al. "Driver Cellphone and Texting Bans in the United States: Evidence of Effectiveness," Engaged Driving Symposium Annals of Advances in Automotive Medicine, March 31, 2014 ("McCartt") Available at https://pmc.ncbi.nlm.nih.gov/articles/PMC4001674/ (Accessed July 1, 2025.)

Exhibit No.	Description
1055	NHTSA Traffic Safety Facts Research Note "Distracted Driving 2010" published September 2012. Available at https://www.nrd.nhtsa.dot.gov/CATS/index.aspx (Accessed June 24, 2025) ("NHTSA")
1056	Peterson, Andrew, "Do not disturb, Ford Fights Distracted Driving with Limited In-Motion Sync Access," July 12, 2010. Available at https://www.motortrend.com/news/163-news100712-ford-sync-do-not-disturb (Accessed June 24, 2025) ("Motor Trend")
1057	Allen, Leslie "Ford launches parental control technologies," October 7, 2008. Available at https://www.autonews.com/article/20081007/ZZZ_SPECIAL/310079921/ford-launches-parental-control-technologies/ (Accessed June 24, 2025) ("Auto News")
1058	Ghangurde, Mujund "Ford SYNC and Microsoft Windows Embedded Automotive Make Digital Lifestyle a Reality on the Road," *SAE International,* Volume 3, Issue 2, October 19, 2010 SAE2010-01-02319 (Accessed April 25, 2025) ("Ghangurde")
1059	Austin, Michael "Ford introduces Next-Gen Connectivity Suite Called MyFord; Should be Awesome," January 6, 2010. Available at https://www.caranddriver.com/news/a15128939/ford-introduces-next-gen-connectivity-suite-called-myford-should-be-awesome-car-news/ ("Car and Driver")
1060	*Intentionally left blank*
1061	Ford SYNC Supplemental Guide, November 2007 ("SYNC Guide 2007")
1062	Ford SYNC Supplemental Guide, January 2010 ("SYNC 1 Guide 2010")
1063	Saltzstein, William E. "Bluetooth: The Future of Wireless Medical Technology?" February 1, 2002. Available at https://www.mddionline.com/new-technologies/bluetooth-the-future-of-wireless-medical-technology- (Accessed June 30, 2025) ("MDDI")
1064	MyFord Touch Ford User Guide Ford Motor Company, February 2012 ("MyFord Touch Guide")
1065	SUSE LINUX – Administration Guide. Published by SUSE LINUX AG, 2004. ("Linux")
1066-1099	*Intentionally left blank*
1100	United States District Courts – National Judicial Caseload Profile,

Exhibit No.	Description
	March 2025
1101	*Intentionally left blank*
1102	U.S. Patent and Trademark Office - U.S. 9,020,697 Maintenance Fee Payment Records
1103	U.S. Patent and Trademark Office - U.S. 9,123,186 Maintenance Fee Payment Records
1104	U.S. Patent and Trademark Office - U.S. 9,140,560 Maintenance Fee Payment Records
1105	U.S. Patent and Trademark Office - U.S. 9,147,296 Maintenance Fee Payment Records
1106	U.S. Patent and Trademark Office - U.S. 9,147,297 Maintenance Fee Payment Records
1107	U.S. Patent and Trademark Office - U.S. 9,173,100 Maintenance Fee Payment Records
1108	U.S. Patent and Trademark Office - U.S. 9,290,153 Maintenance Fee Payment Records
1109	U.S. Patent No. 9,147,296 Certified File History ("the '296 File History")
1110	Flextronics "Flex celebrates 10 years of maintaining Ford's prestigious Q1 quality certification in Guadalajara, Mexico" (Posted April 2, 2024) Available at https://flex.com/resources/10-years-of-maintaining-fords-q1-quality-certification
1111	US 9,020,697 Patent Assignment Abstract ("the '697 Patent Assignment Abstract")
1112	Scheduling Order, *AutoConnect Holdings LLC v. Ford Motor Company*, Case No. 1:24-cv-01327-JCG (D. Del)
1113	U.S. Provisional Application No. 61/811,981 File History ("the '981 File History")
1114	United States Courts - Judiciary Funding Runs Out; Only Limited Operations to Continue (Published October 17, 2025) (Available at https://www.uscourts.gov/data-news/judiciary-news/2025/10/17/judiciary-funding-runs-out-only-limited-operations-continue)

I. INTRODUCTION

As authorized by the Director (Ex. 3101), Petitioner hereby submits its Response to Patent Owner AutoConnect's Request for Director Review (Paper 13, "Request") of the Director's Decision denying discretionary denial of IPR2025-01342 (Paper 10, "Decision"). The Director should deny AutoConnect's Request because (1) the Director correctly determined that settled expectations favor Petitioner Ford, not AutoConnect based on a holistic assessment of all the settled evidence and arguments presented, and (2) AutoConnect's Request presents new settled expectations arguments that the Director already found unpersuasive in IPR2025-01524.

First, as correctly found by the Director, Ford's long-standing business relationship with Flextronics—the original owner of the '697 Patent and supplier of the accused SYNC system—created well-settled expectations that the '697 Patent would not be asserted against Ford. This expectation was reinforced by Flextronics's ongoing supply of the relevant technology and Ford's lack of notice regarding assignment of the patent to AutoConnect.

AutoConnect's failure to timely pay maintenance fees, which resulted in the '697 Patent lapsing and the rise of intervening rights under 35 U.S.C. § 42(c), cuts against AutoConnect's alleged settled expectations in the '697 Patent. Further, AutoConnect failed to commercialize the '697 Patent, and waited over a decade to

assert it against Ford. These facts, some of which were already recognized by the Director, support Ford's reasonable reliance on non-enforcement and undermine any claim that AutoConnect held settled expectations in the '697 Patent.

Second, AutoConnect presents its updated settled expectations arguments from IPR2026-00002 in its Request, which are largely duplicative of its arguments presented in IPR2025-01524. *Compare* IPR2025-01524, Paper 6 at 4-8 *and* Paper 8 at 1-3 *with* IPR2026-00002, Paper 6 at 4-11 *and* Paper 9 at 1-2. The Director has already issued a decision referring the 2025-1524 IPR for review of the merits and non-discretionary considerations, which indicates that AutoConnect's updated settled expectations arguments were already found unpersuasive. *See* IPR2025-01524, Paper 9 at 2.

Accordingly, AutoConnect's Request should be denied.

II. ARGUMENT

A. Settled Expectations

The Director considers the "[s]ettled expectations of the parties, such as the length of time the claims have been in force" when determining whether to exercise his discretion to deny institution under 35 U.S.C. § 314. *See* March 26, 2025 Memorandum: Interim Processes for PTAB Workload Management ("March 2025 Memo"). The PTAB has explained that "there is no bright-line rule on when expectations become settled" and that the discretionary determination "is based on

a holistic assessment of all of the evidence and arguments presented." *Dabico Airport Solutions Inc. v. AXA Power APS*, IPR2025-00408, Paper 21 at 3 (PTAB June 18, 2025) (Informative). The PTAB jurisprudence has identified additional factors considered when conducting this holistic assessment of the settled expectations arguments and evidence including the relationship between the parties, and patent owner's actions or inactions regarding the challenged patent. As correctly found in the Decision, based on the holistic assessment of the arguments and evidence, settled expectations favor Ford, not AutoConnect.

B. Petitioner's Relationship with Patent Owner Creates Strong Settled Expectations of Non-Enforcement

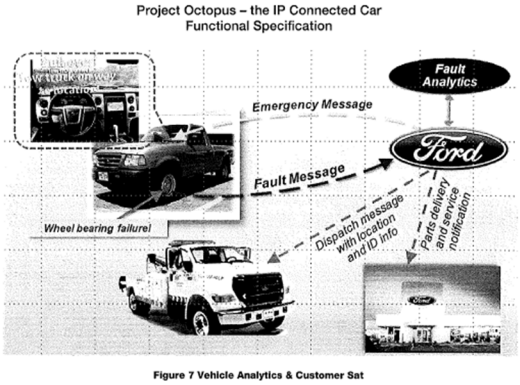
1. Ford has a long-term continuous business relationship with Flextronics, the original owner of the '697 Patent

Ford released its first-generation SYNC infotainment system in 2007. (Ex. 1061.) SYNC 2 followed in 2010, which included the creation of user profiles linked to the user's cell phone. (Ex. 1062, 8; Ex. 1059.) Ford first implemented Apple CarPlay in SYNC 3 in 2016. (*See* IPR2025-01383, Ex. 1119[1].)

Ford started working with Flextronics in 2010 to source infotainment technology for use in Ford vehicles. (*See* IPR2025-01383, Exs. 1117 and 1118.)

[1] AutoConnect cites arguments and evidence from related IPRs throughout its Request.

Flextronics then filed many patent applications directed to infotainment-related technology, e.g., U.S. 14/253,312 on April 15, 2014, that issued as the '697 Patent. (Ex. 1001, Cover.) The '697 Patent claims priority to multiple provisional applications, including U.S. 61/811,981 filed April 15, 2013, which includes a "Functional Specification" that references Ford:



Ex. 1113, 158

Ford started manufacturing vehicles with the Flextronics supplied SYNC modules in 2014. Flextronics posted an article in 2024 celebrating this long-term relationship. (*See* Ex. 1110 ("Flex celebrates 10 years of maintaining Ford's prestigious Q1 quality certification in Guadalajara, Mexico.").)

Therefore, as found by the Director, Ford's "decade-long and continuous customer-supplier relationship … developed a well-settled expectation that it would not be accused of infringing the challenged patents." Decision at 2.

AutoConnect argues that "Ford never tied Flextronics to the accused products—***Apple CarPlay*** and ***Android Auto*** for the '153 patent, and ***Phone As A***

Key for the ’697 patent—nor did it attempt to link Flextronics to the relevant model years (… 2020 and later for the ’697 patent).” (Request, 7-8, emphasis in original.)

First, AutoConnect sued Ford, not Apple or Samsung. Second, AutoConnect’s narrow characterization of the accused products here contradicts its broad litigation position of the accused products as “vehicles, vehicle systems (including **in-vehicle multimedia systems**)[2], mobile applications … and hardware and software components that enable Ford’s Phone as A Key feature, in all makes and models[,]” as allegedly infringing the ’697 Patent claims. (Ex. 1005, 17; *see also* IPR2026-00002, Paper 8 at 5, *quoting* Ex. 1125, AutoConnect’s Infringement Contentions accusing Ford “infotainment systems” for each asserted patent, including the ’697 Patent.) Ford refers to its in-vehicle multimedia or infotainment system as “SYNC”, and Flextronics supplies the “SYNC” module to Ford. Indeed, AutoConnect cites SYNC related evidence over 100 times throughout its complaint. (*See generally* Ex. 1005.) Further, as explained by Ford’s buyer, Melissa Sheahan, Ford has “‘purchased SYNC modules from Flextronics since at least October 2014 and continuously through today for various versions of Ford’s SYNC infotainment systems.’” *See* IPR2026-00002, Paper 8 at 5-6, *quoting* Ex.

[2] Emphasis added unless otherwise noted.

1121, ¶4.

AutoConnect further argues that Ford did not identify "which generation, which model years, and which functionality" sync modules are supplied by Flextronics. (Request, 8.) However, AutoConnect does not accuse specific versions of SYNC (Request, 7-8), and Mrs. Sheahan's declaration testimony that Flextronics has supplied "'SYNC modules ... since at least October 2014 and continuously through today'" includes the accused model years. (IPR2026-00002, Paper 8 at 5-6, quoting Ex. 1121, ¶4.)

2. Ford expects its suppliers to provide products with all necessary licenses

Due to Flextronics' contractual defense and indemnification obligations to Ford arising from third-party claims of patent infringement, Ford expects its suppliers to protect their patent portfolios from being asserted against Ford, e.g., by retaining a license when selling a patent asset that may be asserted against a supplied product. (*See* IPR2026-00002, Paper 8 at 4 *citing* Ex. 1128, 16, § 21 Claims of Infringement.)

The Director correctly found that it was, "eminently reasonable for [Ford] to expect its supplier, … [would] have all necessary licenses" for the products it continued to sell to Ford. Decision at 3. Therefore, Ford's "decade-long and continuous customer-supplier relationship … developed a well-settled expectation

that it would not be accused of infringing the challenged patents." *Id*.

Moreover, the first sale doctrine and the doctrine of patent exhaustion prevent Flextronics from asserting its patents against products it sells to Ford. *See Impression Products v. Lexmark Intern.*, 581 U.S. 360, 137 S. Ct. 1523, 1533 (2017); *Quanta Computer, Inc. v. LG Electronics, Inc.*, 553 U.S. 617, 128 S. Ct. 2109, 2111 (2008) ("The patent exhaustion doctrine provides that a patented item's initial authorized sale terminates all patent rights to that item.").

AutoConnect also argues that Ford's relationship with Panasonic undermines Ford's settled expectations of non-enforcement of Flextronics patents, because "Ford never established that Flextronics was the ***exclusive supplier*** of any accused system." (Request, 9.) This argument misses the mark because AutoConnect sued Ford—not Ford's other suppliers—on Flextronics patents. First, it is public knowledge that Ford has worked with multiple suppliers to develop and manufacture SYNC technology, including Microsoft, Panasonic, and Flextronics. (*See* Ex. 1058; *see also* IPR2025-01383, Exs. 1117, 1118.) However, this does not change the fact that Ford has "'purchased SYNC modules from Flextronics since at least October 2014 and <u>continuously through today</u> for various versions of Ford's SYNC infotainment systems.'" *See* IPR2026-00002, Paper 8 at 5-6, quoting Ex. 1121, ¶4. Of course, Ford would not and did not expect to be sued for infringement of its current supplier's patents, regardless of the source of the accused goods.

3. Ford was unaware of the assignment of the ’697 Patent to AutoConnect

Flextronics assigned the ’697 Patent to AutoConnect on May 20, 2015. (Ex. 1111, 2.) Flextronics never informed Ford that it transferred the ’697 Patent to a third party, without retaining a license. Ford remained unaware of any such transfer until AutoConnect contacted Ford in December 2023. Yet Flextronics continued to supply Ford the accused SYNC system after assigning the ’697 Patent. (*See* Ex. 1110; IPR2026-00002, Paper 8 at 5-6, quoting Ex. 1121, ¶4.)

AutoConnect argues that “Ford failed to show that it ever actually believed, at the relevant times, that Flextronics retained licensing rights after divesting the patent portfolio in 2015.” (Request, 9.) However, Ford’s expectations are based, e.g., on Flextronics contractual defense and indemnification obligations to Ford arising from third-party claims of patent infringement. (*See* IPR2026-00002, Paper 8 at 4 *citing* Ex. 1128, 16, § 21 Claims of Infringement.)

The Director correctly determined that Ford “had settled expectations that the challenged patents would not be asserted against it based upon … its business relationship with the original owner of the challenged patents, Flextronics AP, LLC (‘Flextronics’).” Decision, 2. The Director further explained that it was, “eminently reasonable for [Ford] to expect its supplier, … [would] have all necessary licenses” for the products it continued to sell to Ford. *Id.* at 3. Therefore,

Ford's "decade-long and continuous customer-supplier relationship … developed a well-settled expectation that it would not be accused of infringing the challenged patents." *Id*.

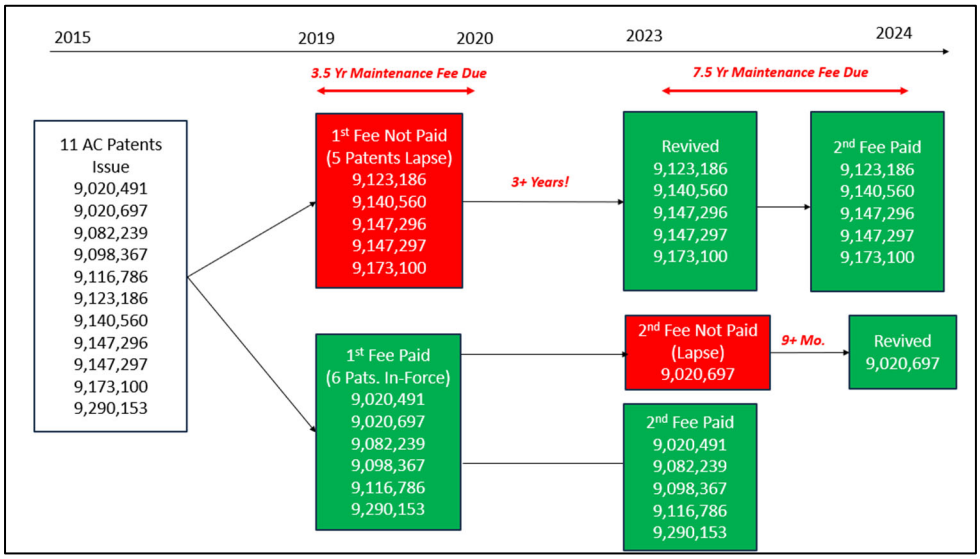
C. Patent Owner Inaction Undermines Its Settled Expectations

1. AutoConnect's failures to pay maintenance fees cuts against any settled expectations

The '697 Patent issued on April 28, 2015, and AutoConnect failed to pay the second maintenance fee by its deadline of April 28, 2023, resulting in the lapse of the '697 Patent. *See* 37 C.F.R. § 1.362(g). AutoConnect revived the '697 Patent approximately ten months later, on February 16, 2024. (Ex. 1002, 898-902, 904; Ex. 1102, 3.) AutoConnect asserts that it contacted Ford in December 2023 regarding its patent portfolio to provide "notice." (Request, 10, 12.) However, the '697 Patent was lapsed at that time for failure to pay maintenance fees. (Ex. 1002, 898-904.)

The Director found that Patent Owner's failure to timely pay maintenance fees and maintain its patents in-force "cut[s] against any settled expectations that Patent Owner had developed ... ." Decision, 3. "By failing to timely pay maintenance fees, Patent Owner itself allowed at least one of the challenged patents to lapse. … It is hard to square Patent Owner's settled expectations argument as to that patent with this stubborn fact." *Id.*

AutoConnect has a history of allowing its patents to lapse. In addition to the '697 Patent, AutoConnect allowed five other asserted patents to lapse, including: U.S. 9,123,186 (Ex. 1103); U.S. 9,140,560 (Ex. 1104); U.S. 9,147,296 (Ex. 1105); U.S. 9,147,297 (Ex. 1106); and U.S. 9,173,100 (Ex. 1107). These five patents lapsed in September-October 2019 and were not reinstated until several years later in February-April 2023.



Patent Lapse Timeline

As illustrated in the above timeline, during these time periods when AutoConnect missed maintenance fee payment deadlines on certain patents e.g., the '697 Patent, (shown in red); it timely paid maintenance fees on other patents, such as the '153 Patent (shown in green). (*See* Exs. 1102, 1108.) AutoConnect's assertions of settled expectations in its patents are undermined by the fact that it allowed six of thirteen asserted patents to lapse.

In its complaint, AutoConnect asserts Ford introduced the "Phone as a Key" feature accused of infringing the '697 Patent in the "2020 model year to the present"—i.e., during a time period that includes the lapse. (Ex. 1005, 17.) Under 35 U.S.C. § 41(c)(2), Ford was entitled to "the continued manufacture, use, offer for sale, or sale of the [accused technology] … of which substantial preparation was made" during the lapse, i.e., even after the '697 Patent was revived.

AutoConnect argues that "the record contains no evidence that Ford was ever aware of any alleged maintenance-fee lapse at any relevant time." (Request, 11.) But 35 U.S.C. § 41(c)(2) does not condition intervening rights on the third party's awareness of the patent or its lapse. Further, as confirmed by the Director, AutoConnect's failure to timely pay maintenance fees and maintain its patents in-force "cut[s] against any settled expectations that Patent Owner had developed ... ." (Decision, 3.) AutoConnect does not provide an excuse for allowing the '697 Patent to lapse, nor address its history of allowing patents to lapse prior to the '697 Patent lapse.

Instead AutoConnect characterizes each patent lapse as "temporarily" and "momentarily". (Request, 11.) A lapse of over nine months, like that of the '697 Patent, is not "momentarily"; and a lapse of over three years, like that of the '296 Patent, is far from "momentarily."

2. The ’697 Patent lapse gives rise to intervening rights

AutoConnect argues that under 37 C.F.R. § 1.378(a), the ’697 Patent lapse “was legally cured upon acceptance of delayed payment.” (Request, 12.) However, 37 C.F.R § 1.378(a) states that such a revived patent “will be subject to the conditions set forth in 35 U.S.C. 41(c)(2).” Under 35 U.S.C. § 41(c)(2), Ford was entitled to “the continued manufacture, use, offer for sale, or sale of the [accused technology] … of which substantial preparation was made” during the lapse, i.e., even after the ’697 Patent was revived. AutoConnect further argues that “the record contains no evidence that Ford was ever aware of any alleged maintenance-fee lapse at any relevant time.” (Request, 11.) But 35 U.S.C. § 41(c)(2) does not condition intervening rights on the third party’s awareness of the patent or its lapse.

Ford’s settled expectation of non-suit from the lapsed patent is further supported by Michigan law which prohibits sending threat letters “seek[ing] compensation because of activities undertaken after the patent has expired” like AutoConnect did in Ex. 2001. *See* MCL § 446.165(b)(iii). Asserting a lapsed patent also illustrates a lack of due diligence that cuts against settled expectations.

3. AutoConnect has not commercialized or licensed the ’697 Patent

The ’697 Patent had not been “commercialized, asserted, marked, licensed,

or otherwise applied in its technology space" before AutoConnect contacted Ford in December 2023, which "weigh[s] against Patent Owner's settled expectations and weigh[s] in favor of Petitioner's expectations, and outweigh the considerations favoring discretionary denial." *Home Depot U.S.A., Inc. v. H2 Intellect LLC*, IPR2025-00480, Paper 11, at 2-3 (Sept. 4, 2025) (Informative). As a non-practicing entity (NPE), AutoConnect has not commercialized or marketed products with the '697 Patent. Further, AutoConnect first publicly asserted the '697 Patent in October 2024 against Toyota, and there is no record of AutoConnect licensing the '697 Patent.

4. AutoConnect held the '697 Patent for many years without alleging infringement

AutoConnect took ownership of the '697 Patent in May 2015 but waited until 2023 to assert it against Ford. (*See* Ex. 1111; Ex. 1005.) A lengthy delay in asserting a patent after notice of an accused product weighs against discretionary denial. *See Apple Inc. v. Ferid Allani*, IPR2025-00856, Paper 11 at 3. (Sept. 5, 2025) (Informative). ("Other considerations counsel against discretionary denial. For example, ... Patent Owner did not assert the challenged patent against Petitioner until eleven years after the parties' discussion about that patent.")

Ford commercialized the SYNC infotainment system in 2007 and partnered with Flextronics to manufacture the second-generation SYNC system in 2010. (*See*

Request, 8 citing IPR2025-01383, Exs. 1117, 1118.) AutoConnect had actual knowledge of Ford's infotainment systems, e.g., by its reference to Ford in its earliest claimed provisional application 61/811,981 filed April 15, 2013 (Ex. 1113, 158), and the original owner of the '697 Patent (Flextronics) continuously supplying the accused product. Nonetheless, AutoConnect did not assert the '697 Patent against Ford until December 2023, and did not assert the patent publicly against any party until suing Toyota in October 2024.

III. CONCLUSION

Ford requests the Director deny the Request for Director Review.

Dated: February 9, 2026

Respectfully submitted,

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Certificate of Service

The undersigned hereby certifies that on **February 9, 2026**, a complete and entire copy of **Petitioner's Response to Patent Owner's Request for Director Review**, was served via electronic mail to the attorneys listed below:

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Certificate of Compliance Pursuant to 37 C.F.R. § 42.24

This paper complies with the type-volume limitation of 37 C.F.R. § 42.24. The paper contains no more than 15 pages as authorized per the email received on February 2, 2026, excluding the parts of the paper exempted by § 42.24(a).

This paper also complies with the typeface requirements of 37 C.F.R. § 42.6(a)(ii) and the type style requirements of § 42.6(a)(iii)&(iv).

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