

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

**PETITIONER'S AUTHORIZED RESPONSE
TO PATENT OWNER'S REPLY**

In *Tesla*, the Director expressly rejected the notion that all indefiniteness challenges give rise to claim-construction gamesmanship. *Tesla, Inc. v. Intell’l Ventures II LLC*, IPR2025-00340, Paper 18 (Dir., Nov. 5, 2025). The Director drew a clear distinction between challenges premised on an inability to understand claim meaning and those based on uncertain boundaries, explaining that discretionary denial would not be warranted where, “notwithstanding the alleged indefiniteness of the claim term, an ordinarily skilled artisan would understand that the asserted art satisfies the claim limitation (such as if the limitation prescribed a range and only the outer bounds of the range were unclear).” *Id.*, 3–4. The challenged claims of the ’697 Patent fall squarely in this category.

The ’697 Patent defines “and/or” and “one or more” as “open-ended expressions that are *both* conjunctive and disjunctive in operation.” (Ex. 1001, 15:58-61, emphasis added.) Ford argued in district court (“DC”) that this definition renders claims 1, 8, and 15 indefinite because a list of claim elements cannot be *both* conjunctive and disjunctive. (IPR2025-01383, Ex. 1115, 10, 13-14.) The DC found the definition “nonsensical,” but declined to dismiss. (Ex. 2006, 8.)

AutoConnect (“AC”) itself applied “and/or” disjunctively in its infringement charts, identifying a single feature to satisfy multi-item claim limitations, such as “Bluetooth node(s)” for satisfying a “*network and/or communication system*” and an “interior zone, or within a zone surrounding the exterior of the vehicle” for

satisfying an “*area and/or zone of the vehicle*”. *AutoConnect Holdings LLC v. Ford Motor Co.*, No. 1:24-cv-01327-JCG, Compl., Ex. B3, 1-3 (D. Del., Dec. 6, 2024). In the Petition, Ford’s unpatentability analysis largely adopted AC’s disjunctive interpretation of “*and/or*” and identified prior art disclosure of at least one element of a list, rather than every element. (Paper 6, 28-34; 69-73.) That approach fits squarely within the framework articulated in *Tesla*, because—regardless of any boundary uncertainty—a POSA would have understood that the asserted prior art satisfies the challenged limitations.

AC identifies seven terms from Ford’s invalidity contentions. Terms (3)-(7) recite “*one or more*” or “*and/or*” and were addressed in DC before the parties briefed indefiniteness here. (Ex. 2006; Paper 7, 6; Paper 8, 10.) Because a petitioner cannot challenge patent claims as indefinite in an IPR, and to eliminate any perceived discrepancy between forums, **Ford stipulates to withdraw all indefiniteness arguments against the ’697 Patent from the related litigation if the PTAB maintains this IPR, i.e., does not vacate institution.** Ford’s stipulation “resolves any potential inconsistency ... between forums.” *Caption Health, Inc. v. The Univ. of B. C.*, IPR2025-01422, Paper 15, 3 (Dec. 18, 2025). Unlike *Infineon*, Ford’s stipulation does not “wait and see” how a DC later rules on indefiniteness. *Infineon Techs. Ams. Corp. v. Mosaid Techs. Inc.*, IPR2025-01171, Paper 27 (Feb. 19, 2026). Thus, AC’s Director Review Request should be denied.

Dated: February 25, 2026

Respectfully submitted,

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Certificate of Service

The undersigned hereby certifies that on **February 25, 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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