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. 9,290,153

Case No.: IPR2025-01383

PETITONER'S OPPOSITION TO PATENT OWNER'S REQUEST FOR DISCRETIONARY DENIAL

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1001	U.S. Patent No. 9,290,153 ("the '153 Patent")
1002	U.S. Patent No. 9,290,153 Certified File History ("the '153 Patent File History")
1003	Expert Declaration of Todor Cooklev
1004	Todor Cooklev Curriculum Vitae
1005	*AutoConnect Holdings LLC v. Ford Motor Company*, Complaint, Case No. 1:24-cv-01327-JCG (D. Del.) Filed December 6, 2024 ("Complaint")
1006	Plaintiff's Opposition to Defendant's Motion to Dismiss, *AutoConnect Holdings LLC v. Ford Motor Company*, Case No. 1:24-cv-01327-CFC (D Del.) Filed February 28, 2025 ("Opposition")
1007-1009	*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	U.S. Patent Application Pub. No. 2012/0042005 A1 to Papakosta ("Papakosta")
1015	U.S. Patent No. 7,783,699 B2 to Rasin ("Rasin")
1016-1049	*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")

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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.)
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")

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1060	TCP/IP Tutorial and Technical Overview 6th Ed. (International Business Machines Corporation – October 1998) ("IBM TCP/IP Tutorial")
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	"Universal Serial Bus 3.0 Specification" (November 12, 2008). Revision 1.0, Available at https://manuais.iessanclemente.net/images/4/4b/USB30-Specification-2008.pdf (Accessed August 12, 2025) ("USB 3 Spec")
1067	"Specification of the Bluetooth System" (December 1, 1999). Version 1.0 B Available at https://engweb.eng.wayne.edu/ad/ad57/ad5781/public_html/BluetoothWeb/BTooth_Spec1.0B_Vol1.pdf (Accessed August 12, 2025) ("Bluetooth Spec. V1.0 B ")
1068-1099	*Intentionally left blank*
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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

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1105	U.S. Patent and Trademark Office - U.S. 9,147,153 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	*Intentionally left blank.*
1112	Scheduling Order, *AutoConnect Holdings LLC v. Ford Motor Company*, Case No. 1:24-cv-01327-JCG (D. Del) ("Scheduling Order")
1113	U.S. Provisional Application No. 61/811,981 File History ("the '981 File History")
1114	*Intentionally left blank.*
1115	Defendant's Motion to Dismiss, *AutoConnect Holdings LLC v. Ford Motor Company*, Case No. 1:24-cv-01327-CFC (D Del.) Filed February 14, 2025 ("Motion to Dismiss")
1116	US 9,020,153 Patent Assignment Abstract ("the '153 Patent Assignment Abstract")
1117	Zetter, Mark "Ford and Flextronics automotive EMS, Venture Outsource" February 2010 (Available at https://ventureoutsource.com/contract-manufacturing/industry-pulse/ford-and-flextronics-automotive-ems, accessed November 18, 2025) ("Ford Flextronics EMS")
1118	Schröter, Anke "Ford partners with Flextronics, evertiq.com", February 12, 2010, (Available at https://evertiq.com/news/16197?, accessed November 18, 2025) ("Ford Flextronics 2010")

Exhibit No.	Description
1119	"Which Ford vehicles are compatible with Apple CarPlay?" (Available at https://www.ford.com/support/how-tos/sync/getting-started-with-sync/which-vehicles-are-compatible-with-apple-carplay/ Accessed November 18, 2025) ("Ford AppleCarPlay")

I. INTRODUCTION

The Board should deny Patent Owner AutoConnect's Request for Discretionary Denial (Paper 8, "Request") because (1) settled expectations favor Petitioner Ford, not AutoConnect, (2) the *Fintiv* factors strongly favor institution, and (3) the PTAB is best suited to handle the complexity of this post-grant proceeding.

First, the settled expectations in this case were that the '153 Patent could not and would not be asserted against Ford, who regularly does business with the patent's original owner. Additionally, Ford commercialized the accused technology in 2007—establishing constructive notice of Ford's product to the public. Later, Ford started working with the original Patent Owner (Flextronics) in 2010, who cited to Ford's technology in its earliest claimed provisional application in 2013—demonstrating actual notice of Ford's technology. Yet, AutoConnect waited ***over a decade*** to assert the '153 Patent against Ford. AutoConnect ignores the inconvenience of its delay in its discretionary denial assertions. Further, the '153 Patent was filed by Flextronics, who supplies the accused product to Ford. Ford had the settled expectation that its supplier (Flextronics) would protect its intellectual property and not allow it to be asserted against a Flextronics customer (e.g., Ford).

Second, the *Fintiv* factors strongly favor institution. For example, trial in the related litigation is not scheduled until more than ***eight months after*** the expected

Final Written Decision, all 13 patents asserted against Ford will be subject to a post-grant validity challenge, and Ford plans to file a motion to stay the litigation.

Third, the PTAB is best suited to analyze and resolve complex legal and technical questions concerning the patentability of the '153 Patent. In late 2024, AutoConnect sued three unrelated entities: Toyota, General Motors, and Ford—in three separate lawsuits in two different jurisdictions. Across the three lawsuits, AutoConnect asserted various combinations of fifteen different patents, including asserting thirteen patents against Ford. Of the thirteen patents asserted against Ford, Ford has filed petitions for *inter partes* reviews (IPR) challenging four patents to date; other parties have filed *ex parte* reexaminations (EPRs) challenging five different patents; and Ford plans to file IPRs or EPRs challenging the remaining four asserted patents. These post-grant proceedings raise many different combinations of prior art and arguments. Due to the complexity of these patents, the PTAB is best suited to analyze patentability and reduce issues for the district courts.

For these reasons, and the additional ones presented below, and in the Petition, Ford respectfully submits that the Director grant institution under 35 U.S.C. § 314.

II. BACKGROUND

The '153 Patent is directed to the control of a vehicle subsystem that communicates with a mobile communication device, including aspects of device discovery and customization. (Corrected Petition, Paper 7 ("Petition" or "Pet."), 1.)

As explained in the Petition, such technology was well known in the art at the time of the alleged invention. (*Id*.).

Ford released its first-generation SYNC infotainment system in 2007 and released SYNC 2 in 2010. (*See* Ex. 1061; Ex. 1062.) Both SYNC systems included user convenience features and features to limit driver access to their mobile phone and certain vehicle system functionality while the vehicle was in motion, e.g., hands-free calling, voice activated music control, and text-to-voice online messaging control. Ford also released its MyKey system in 2009, which enabled a user (e.g., a vehicle owner) to associate user-selectable settings and limits with designated keys. (Pet., 1-2, *citing* Ex. 1003, ¶¶102-104, 126-127, 123.) Ford first implemented Apple CarPlay in SYNC 3 in 2016. (Ex. 1119.)

The ’153 Patent was filed on April 13, 2015, by Flextronics. (Ex. 1002, 1.) The ‘153 Patent is a continuation of U.S. 9,020,697, which claims priority to a series of provisional patent applications, including U.S. 61/811,981 filed April 15, 2013. (Pet. 6; Ex. 1113, 2.) The ’153 Patent issued to AutoConnect on March 22, 2016. (Ex. 1001, Cover.)

Ford has been working with Flextronics since at least 2010 to source infotainment technology for use in Ford vehicles. (*See* Exs. 1117 and 1118.) Flextronics markets this long-term relationship. *See* Ex. 1110, “Flex celebrates 10 years of maintaining Ford’s prestigious Q1 quality certification in Guadalajara,

Mexico." Flextronics included a "Functional Specification" as an Exhibit to its '981 provisional application, which was filed on April 15, 2013, that referenced Ford:

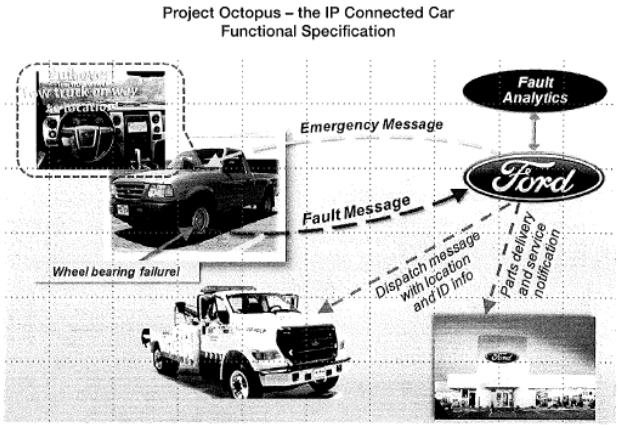
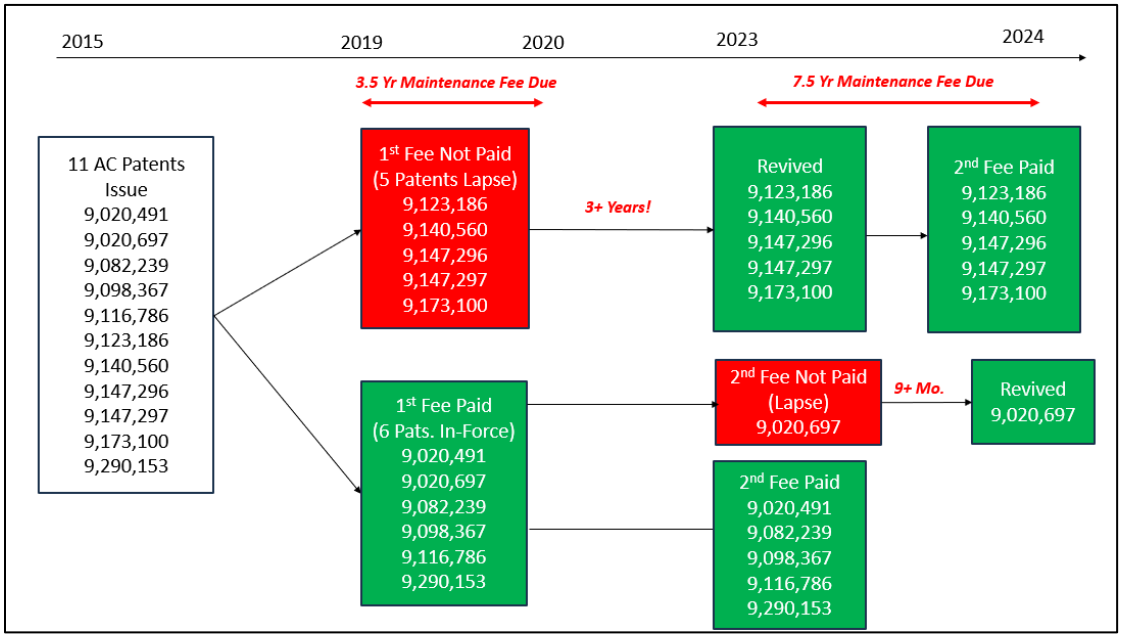


Figure 7 Vehicle Analytics & Customer Sat

Ex. 1113, 158

Flextronics assigned the '153 Patent to AutoConnect on May 20, 2015. (Ex. 1116, 2.) AutoConnect then assigned the '153 Patent to IP Optimum Limited on May 20, 2019; and IP Optimum Ltd. assigned it back to AutoConnect on March 27, 2020. (*Id*., 1-2.)

AutoConnect has a history of allowing its patents to lapse. AutoConnect allowed five asserted patents to lapse for failure to pay the first maintenance fee: U.S. 9,123,186 (Ex. 1103); U.S. 9,140,560 (Ex. 1104); U.S. 9,147,296 (Ex. 1105; Ex. 1109, 1086-1087); U.S. 9,147,297 (Ex. 1106); and U.S. 9,173,100 (Ex. 1107). AutoConnect also allowed one asserted patent to lapse for failure to pay the second maintenance fee: U.S. 9,020,697 (Ex. 1102).



Patent Lapse Timeline

As illustrated in the above Timeline, during these time periods when AutoConnect missed maintenance fee payment deadlines on certain patents (shown in red), it timely paid maintenance fees on other patents, such as the '153 Patent (shown in green). *See* Ex. 1108. AutoConnect's assertions that it had settled expectations in its patents are undermined by the fact that it allowed six of thirteen asserted patents to lapse. Despite its history of delinquent payments to the PTO, AutoConnect ultimately filed suit against three automakers: Toyota and General Motors in the Eastern District of Texas and Ford in the District of Delaware. (Request, 1.)

III. ARGUMENT

A. The *Fintiv* Factors Favor Institution

The *Fintiv* factors strongly favor institution. *Apple Inc. v. Fintiv, Inc.*, IPR2020-00019, Paper 11 (PTAB Mar. 20, 2020) (Precedential); *see also* March 26, 2025 Memorandum: Interim Processes for PTAB Workload Management ("March 2025 Memo").

1. Factor 1: The Likelihood of a Stay Favors Institution or is Neutral

Factor 1 favors institution or is neutral. AutoConnect argues that a stay is unlikely because not all asserted patents are challenged by IPRs. (Request, 4-5.) However, Ford plans to file a motion for stay of the related litigation based on the many IPRs and EPRs pending now, and those Ford will file in the near future, to ensure that all thirteen asserted patents are challenged at the USPTO. To date, nine of the thirteen asserted patents have been challenged at the USPTO, including four patents challenged by IPRs and five patents challenged by EPRs. Further, these proceedings challenge all asserted claims from these patents, and Ford plans to challenge the remaining patents with IPRs and/or EPRs by December 6, 2025.

Courts favor a stay when USPTO reviews cover all asserted claims, since the "review could dispose of the entire litigation: the ultimate simplification of issues." *VirtualAgility Inc. v. Salesforce.com, Inc.*, 759 F.3d 1307, 1314 (Fed. Cir. 2014). Delaware courts extend this principle to all USPTO post-grant challenges including EPRs, noting that PTO expertise streamlines prior art disputes. *Monitoring v. Get-*

Grin Inc., No. 22-647-WCB, 2024 WL 1603403, *5-6 (D. Del. Apr. 9, 2024); *Ever Win Int'l Corp. v. RadioShack Corp*., 902 F. Supp. 2d 503, 505-07 (D. Del. 2012).

In Delaware, stays are often granted when all asserted claims are challenged by IPRs. *Consumeron, LLC v. MapleBear Inc*., No.1:21-1147-GBW-MPT, 2023 WL 3434002, at *2 (D. Del. May 12, 2023) (granting a stay where the IPR proceedings "encompass all of the currently asserted claims of all of the patents-in-suit"). Stays are also granted when asserted patents are challenged by EPR. *Rampart IC, LLC v. Egg Med., Inc*., 1:24-cv-00643, 2025 WL 1100626, *5 (D. Del. Apr. 14, 2025) (granting a stay where EPR requests were granted against all claims) (Jennifer Choe-Groves J. (presiding over the district court case against Ford)).

The Delaware Court will also grant a stay when less than all asserted patents are challenged, but there is overlap in the patents. *See e.g., NEC Corp. v. Peloton Interactive, Inc*., No. 22-987-CJB, 2024 WL 1533952, *1 (D. Del. Apr. 9, 2024) (granting a stay, where two of the three asserted patents were subject to pending IPRs given the "real overlap" between the patents); *Speyside Med., LLC v. Medtronic CoreValve, LLC*, No. 1:20-cv-00361-JLH-CJB, D.I. 155 (D. Del. Sept. 30, 2021) (granting a stay where three of the five patents were challenged given "common specification and similar claim language" between the patents). Here, there is substantial overlapping subject matter in the asserted patents. Accordingly, Factor 1 favors institution or is at the very least neutral.

2. Factor 2: The Parallel Trial Date Weighs Against Discretionary Denial

Factor 2 strongly favors institution. The co-pending litigation in D. Delaware is in its early stages, and trial is scheduled for October 25, 2027—over eight months after the final written decision here. (Ex. 1112, 29.)

Referencing the timing of its litigation with GM and Toyota in the Eastern District of Texas, AutoConnect argues that it would be inefficient "to have four separate proceedings involving challenges to the validity of the '153 Patent[.]" (Request, 6.) However, Ford is not a party to that litigation, and the PTAB has "found that *Fintiv* factor 2 weighed strongly against exercise of discretion" when "Petitioner is not a party to the [other] Litigation." *Bose Corp., v. Koss Corp*., IPR2021-00612, Paper 15, 24 (PTAB Sept. 15, 2021) *citing Owens Corning Roofing & Asphalt, LLC v. Kirsch Research & Dev., LLC*, IPR2020-01389, Paper 11, 11 (PTAB Feb. 18, 2021). *See also Multi-Color Corp. v. Brook & Whittle LTD*, PGR2025-00025, Paper 10, 2 (PTAB July 16, 2025) ("Other factors counsel against discretionary denial [e.g.,] Petitioner is not a party to either proceeding[.]")

Additionally, if there is any inefficiency—it is due to AutoConnect asserting the '153 Patent in two different venues: Delaware and Texas. Further, AutoConnect should have reasonably expected at least one USPTO challenge.

AutoConnect also faults Ford for arguing that the term "and/or" is indefinite

in district court but not in the Petition. (Request, 6.) In its motion to dismiss the related litigation, Ford argued that:

> The '697 and '153 Patents make clear the claimed "network" and "communication subsystem" are different components, as they are given different reference numerals and are shown differently in the figures. (D.I.1-4, 92:37–38; D.I.1-31, 91:57–58.) Applying the definition of "and/or" to the asserted claims of the '697 and '153 Patents means those claims cover "both" the conjunctive (the vehicle network "and" the communication subsystem) "and" the disjunctive (the vehicle network "or" the communication subsystem).

(Ex. 1115, 13.)

A Petitioner must explain why it takes different claim construction positions in the petition and in district court. *Revvo Techs., Inc. v. Cerebrum Sensor Techs., Inc*., IPR2025-00632, Paper 20 at 3-5 (Director, Nov. 3, 2025) (Precedential). In *Tesla*, the Director denied institution of an IPR in which a petitioner argued for a plain and ordinary meaning of a term that it argued was indefinite in district court without sufficient explanation of the difference. *Tesla, Inc., v. Intellectual Ventures II LLC*, IPR2025-00340, Paper 18 at 3-4 (Director, Nov. 5, 2025). The Director explained that "Petitioner's explanation may have risen to a sufficient level, for example, if Petitioner had shown that, notwithstanding the alleged indefiniteness of the claim term, an ordinarily skilled artisan would understand that the asserted art satisfies the claim limitation[.]" *Id*.

Ford did not argue that the term "*and/or*" is indefinite in the Petition, because the scope of an IPR challenge under 35 U.S.C. § 311(b) does not include § 112, therefore the Board cannot review the indefiniteness issue. Further, notwithstanding the indefiniteness of the term "*and/or*", Ford explained in the Petition how the art teaches both the conjunctive (the vehicle network "and" the communication subsystem) "and" the disjunctive (the vehicle network "or" the communication subsystem) interpretation of the claim term "*and/or*".

Ford explained in the Petition that it "interprets the phrase '*a network and/or communication subsystem*' in claims 1 and 12 as 'one or more' of a network and communication subsystem, in accordance with Patent Owner's position in the related litigation." (Pet., 18, FN 5.) Ford then explained how Moinzadeh discloses both the "*network*" and the "*communication subsystem*" limitations for Ground 1. (Pet., 18-23.) Ford also explained how the combination of Rasin and Bosch teaches both the "*network*" and the "*communication subsystem*" limitations for Ground 3. (Pet., 68-76.)

3. Factor 3: The Investment in Parallel Proceedings Weighs Against Discretionary Denial

Factor 3 strongly favors institution. By institution, neither the parties nor the D. Delaware court will have invested significant resources in the litigation. Discovery has just started, but no discovery has been served, and the claim

construction hearing is scheduled for September 3, 2026. (Ex. 1112, 28.)

4. Factor 4: The Overlap Between Petition and Parallel Proceeding Weighs Strongly Against Discretionary Denial Because Ford Agreed to Sotera Stipulations

Factor 4 strongly favors institution. AutoConnect asserted claims 1, 11, and 12 of the '153 Patent in its complaint, and Ford challenged all claims in the IPR, including claims 1, 11, and 12. (Ex. 1005, 78; Pet., 4-5.) Further, Ford filed a *Sotera* stipulation on September 8, 2025, thereby mitigating concerns for duplicating efforts and inconsistent conclusions. (Paper 6.) *See Sotera Wireless, Inc. v. Masimo Corp.*, IPR2020-01019, Paper 12 (PTAB Dec. 1, 2020) (Precedential).

AutoConnect argues that the Petition overlaps with the Toyota and GM litigations because all assert Ghabra (Ex. 1011). (Request, 10.) Ford applies Ghabra as a secondary reference in combination with Rasin (Ex. 1015) and Bosch (Ex. 1050) in Ground 5 (Pet., 103-110), and with Rasin, Bosch, and Clement (Ex. 1010) in Ground 6 (Pet., 110-116). Toyota and GM assert at least twenty[1] references challenging the '153 Patent, including Ghabra. (Ex. 2007, 5-7.) Toyota and GM do

[1] Ex. 2007 is an excerpt of Toyota/GM's preliminary invalidity contentions and does not include pages 43-136 which may list additional references asserted against the '153 Patent, which would further undermine AutoConnect's assertion of overlap.

not assert Rasin, Bosch or Clement in their invalidity contentions (*Id*., 3), therefore even if the unrelated Toyota Litigation was relevant, there would be minimal overlap with the Petition.

5. Factor 5: Whether the Parties Are the Same Is Neutral

Factor 5 is neutral. The parties before the Board and in the related district court litigation are the same. *See Shenzhen Root Tech. Co., Ltd. v. Chiaro Tech. Ltd*., IPR2024-01153, Paper 9, 19-20 (PTAB Feb. 25, 2025) (finding this factor neutral where parties are the same in both proceedings).

6. Factor 6: Other Considerations, Including the Strength of the Petition, Weigh Strongly Against Discretionary Denial

Factor 6 strongly favors institution because the Petition presents compelling merits and because the district court litigation is complex.

a. The Petition properly relies on expert testimony

AutoConnect argues that the declaration of Dr. Cooklev (Ex. 1003) "fill[s] in the gaps between the prior art and the claims[.]" (Request, 11.) Without citing a specific example of gap-filling, AutoConnect faults the Petition for citing to the declaration 182 times, and that the declaration has more pages than the Petition. (*Id*.)

In the March 2025 Memo, the Acting Director indicated that she would consider the "extent of the petition's reliance on expert testimony[.]" (March 2025 Memo, 2.) In *iRhythm*, the Director held that this factor weighs towards institution

when the expert "explain[s] the background knowledge" of a POSA, "provides citations to evidence in support of his statements," and does not "fill gaps in the prior art." *iRhythm Techs., Inc. v. Welch Allyn, Inc*., IPR2025-00377, Paper 10, 2-3 (PTAB Jun. 6, 2025).

Dr. Cooklev did just that—he provided a detailed explanation of the state-of-the art, including Ford's prior commercialization of the Sync infotainment system in 2007—six years before the earliest claimed filing date of the '153 Patent. (Ex. 1003, ¶¶91, 101-104.) Dr. Cooklev also provided ample citations to evidence in support of his opinions. As in *iRhythm*, the Petition's degree of reliance on Dr. Cooklev's expert opinion weighs towards institution. Ford relies on its expert to explain what a POSA would have understood at the relevant time in view of supporting evidence. *See Xerox Corp. v. Bytemark, Inc*., IPR2022-00624, Paper 9 (Aug. 24, 2022) (Precedential).

b. Compelling merits favor institution

AutoConnect challenges Grounds 1 and 3 but does not challenge the merits of Grounds 2 and 4-6. (Request, 11-14.) As described in detail in the Petition for Ground 1, claims 1-3 and 11-14 are unpatentable as obvious over Moinzadeh (Pet., 16-34); and regarding Ground 3, claims 1, 3, 11-12, and 14 are unpatentable as obvious over the combination of Rasin and Bosch (Pet., 65-83). AutoConnect's merits-based arguments regarding Grounds 1 and 3 present only attorney argument,

while Ford's argument for each ground is fully supported with expert testimony and additional supporting evidence that details the state of the art. (Pet.,16-34, 65-83.)

Regarding Ground 1, claim limitations 1b and 12d require "*populating…system data with device information and capabilities*." As explained in the Petition and supported by Dr. Cooklev, Moinzadeh discloses that the head unit "control software 330 accesses a telephone number of the mobile phone 320" "using Bluetooth signaling", and then "sends signaling to the server 322" that includes "the obtained phone number." (Pet., 23; Ex. 1003, ¶¶195-197, 238.) The server "compares the phone number…to the mapping 350" to select an associated directory and identify the device's "applications" and "head unit frontend configurations." (Ex. 1003, ¶197-198.) IP packets containing those applications/configurations are then returned to the head unit and installed "to generate a particular graphical user interface based on the detected phone number." (Pet., 24-25; Ex. 1003, ¶204.) A POSA would have understood that this coordinated process—identifying, mapping, retrieving, and installing—populates system data with device specific information and capabilities. (Ex. 1003, ¶205.)

AutoConnect argues that Moinzadeh "fails to teach or suggest populating system data with device information and capabilities[,]" because "Petitioner never shows that Moinzadeh's head unit does anything with the phone number besides transmitting it to the server (through the mobile device)." (Request, 12-13.)

However, claim limitations 1b and 12d do not require that the head unit does anything with the device information, beyond "*populating… system data with device information and capabilities,*" which is taught by Moinzadeh.

Regarding Ground 3, claim limitations 1c and 12e require "*refresh[ing]…graphical elements of a graphical display of the vehicle to reflect the discovered one or more communication devices*." As explained in the Petition, and supported by Dr. Cooklev, Rasin discloses that its user-interface system "is capable of automatic programming, reprogramming and/or synchronization with devices…to enable access to the services [and applications] available through those devices." (Ex. 1003, ¶438.) When a new device connects, the system processes data based on "a set of predetermined rules" derived from "a constraints data set 34" that "may include static and dynamic data, which may be loaded into the vehicle at any time" and "may be used to control the appearance of information displayed by the user interface system display unit." (Pet., 79-80; Ex. 1003, ¶¶436-437.) Rasin further teaches a "[d]ata engine 38 [that] controls the appearance and/or function of the user interface module display…to ensure that buttons or keys on the user interface module effect desired user interface system functions operations." (Pet., 79-80; Ex. 1003, ¶¶436, 441.)

AutoConnect argues that the combination of Rasin/Bosch fails to teach "refreshing…graphical elements" to reflect discovered devices and that Ford "never

identifies where Rasin (or Bosch) teaches" such limitations. (Request, 13.) However, this argument mischaracterizes both Ford's analysis and the Rasin/Bosch disclosures because, as explained in the Petition, a POSA would have understood that Rasin's disclosure of loading updated static and dynamic data from the constraints data set 34 to alter the displayed interface shows that the refreshed graphical elements (e.g., buttons, keys) reflect the characteristics and functionality, of the newly connected device, not merely generic interface updates. (Pet., 79-80.)

c. Complex litigation favors institution

AutoConnect argues that "the validity determination will turn on competing expert testimony which is best assessed through live expert testimony in district court." (Request, 12.) On the contrary, the Board is best suited to address the complex technical issues raised here because the PTAB Administrative Patent Judges (APJs) have technical backgrounds and are paneled based on the technology of the challenged patent. (PTAB Standard Operating Procedure 1, Revision 16, June 12, 2024, Section E, "Paneling by technology", 8.) The District of Delaware, where the related litigation is pending, recently expressed a similar view. *Monitoring*, 2024 WL 1603403, *5 (D. Del. Apr. 9, 2024) ("Put more simply, it makes sense to ask the agency that issued the patent in the first place to decide whether it made a mistake, rather than to ask a court and eight jurors–strangers to the original issuance decision—to take the lead in second-guessing the PTO's issuance decision.").

The PTAB has held that it is more efficient for the PTAB to resolve disputes between parties when there is a large number of parties and patents in a multitude of districts. *See Harbor Freight Tools USA, Inc. Generac Power Systems, Inc. and MWE Investments, LLC v. Champion Power Equipment, Inc*. IPR2025-00805, Paper 20 (PTAB Sept. 19, 2025) (Decision Referring to the Board—where the district court litigations involve thirteen patents asserted in multiple district courts); *see also Berkshire Hathaway Energy Company et al., v. Birchtech Corp*., IPR2025-00274, Paper 23 (PTAB July 2, 2025). Here there are fifteen different patents asserted against three different parties in two jurisdictions.

The Board has also held that "[t]he large number and vast scope of the patents asserted in the district court litigation [] weighs against discretionary denial, as the Board is better suited to review a large number of patents involving diverse subject matter." *Shenzen Touzhu Technology Co., LTD v. Stratasys, Inc*, IPR2025-00438, Paper 10, 3 (PTAB July 17, 2025) (Decision Referring to the Board) *citing Tesla, Inc. v. Intellectual Ventures II LLC*, IPR2025-00217, Paper 9, 2-3 (Director June 13, 2025). Here, the vast scope of the asserted patents is evidenced by the different prior art combinations asserted in each proceeding.

B. Settled Expectations of the Parties Do Not Weigh in Favor of Discretionary Denial

1. Ford Had Strong Settled Expectations of Non-Enforcement

Settled Expectations strongly favor institution, because *inter alia*, the '153 Patent had not "been commercialized, asserted, marked, licensed, or otherwise applied in a petitioner's particular technology space, if at all" before AutoConnect contacted Ford in December 2023. *Intel Corp. v. Proxense LLC*, IPR2025-00327, Paper 12, 2-3 (PTAB June 26, 2025). As a non-practicing entity (NPE), AutoConnect has not commercialized or marked products with the '153 Patent. Further, AutoConnect first publicly asserted the '153 Patent in October 2024, when it sued Toyota, and there is no record of AutoConnect licensing the '153 Patent.

a. Ford's Supplier filed the '153 Patent

AutoConnect asserts that "[t]he '153 Patent has been in force for more than 9 years, which in and of itself creates settled expectations." (Request, 17.) However, Ford had settled expectations that the original owner of the '153 Patent (Flextronics) would not assert the '153 Patent against Ford and its SYNC infotainment system because Flextronics supplies the accused SYNC system to Ford. AutoConnect accuses the Ford SYNC system that includes "hardware and software that enable Apple CarPlay and/or Android Auto in Ford vehicles, in certain makes and models from the 2017 model year to the present[.]" (Ex. 1005, 77.)

Although the '153 Patent issued in 2016 to AutoConnect, it was filed by Flextronics. (Ex. 1002, 262.) Flextronics is a long-time supplier of SYNC

infotainment system technology to Ford. *See* Exs. 1110, 1117, 1118. 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."). Ford expects its suppliers to protect their patent portfolios from being asserted against Ford, e.g., by retaining a license before selling an asset covering current products. Flextronics never informed Ford that it transferred the '153 Patent to a third party; indeed Ford was unaware of any such transfer until AutoConnect contacted Ford in December 2023.

b. AutoConnect held the '153 Patent for more than six years without alleging infringement

AutoConnect took ownership of the '153 Patent in May 2015 but waited until 2023 to assert it against Ford. (Ex. 1116, 2.) Ford commercialized the SYNC infotainment system in 2007, and partnered with Flextronics to manufacture the second-generation SYNC system in 2010. (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 '153 Patent (Flextronics) supplying the accused

product. Nonetheless, AutoConnect did not assert the patent against Ford until December 2023, and did not assert the patent publicly against any party until suing Toyota in October 2024. This is an additional reason Ford did not expect to face the '153 Patent in litigation.

C. Institution of Ford's IPR Petition Is Appropriate

Denial under §325(d) is not warranted because the applied art was not before the Examiner during prosecution, and examination was cursory—the Examiner issued a first action notice of allowance of all claims without rejection or objection. (Pet., 6; Ex. 1002, 499-507; Ex. 1003, ¶¶75-81.)

In addition to the facts outlined previously that undermine AutoConnect's settled expectations of the '153 Patent and demonstrate Ford's settled expectations of non-enforcement of the '153 Patent, it would be an appropriate use of Board resources to institute in order to consider the references not applied during prosecution. *See Intel*, IPR2025-00327, 2-3 (*citing Dabico Airport Solutions Inc. v. Axa Power Aps*, IPR2025-00408, Paper 21 at 2-3 (Acting Director Stewart June 18, 2025)).

IV. CONCLUSION

Petitioner Ford requests the Board grant institution of the Petition.

Respectfully submitted,

Dated: November 19, 2025

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Certificate of Service

The undersigned hereby certifies that on **November 19, 2025**, a complete and entire copy of **Petitioner's Response and Exhibits to Patent Owner's Request for Discretionary Denial**, 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 20 pages, 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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