

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

AUTHORIZED RESPONSE TO DIRECTOR REVIEW REQUEST

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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	<i>AutoConnect Holdings LLC v. Ford Motor Company</i> , 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, <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , Case No. 1:24-cv-01327-CFC (D. Del.) Filed February 28, 2025 (“Opposition”)
1007-1009	<i>Intentionally left blank</i>
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	<i>Intentionally left blank</i>
1050	Bosch Handbook, (Automotive Handbook October 2004 6 th Edition) (“Bosch”)
1051	IEEE Dictionary, (IEEE 100 The Authoritative Dictionary of IEEE Standards Terms 2000 7 th 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 18 th International Symposium on Person, Indoor and Mobile Radio Communications Available at https://www.ieeexplore.ieee.org/document/4394215

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	(“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,” <i>SAE International</i> , 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	TCP/IP Tutorial and Technical Overview 6 th 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

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	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	<i>Intentionally left blank</i>
1100	United States District Courts – National Judicial Caseload Profile, March 2025
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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
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

Exhibit No.	Description
	April 2, 2024) Available at https://flex.com/resources/10-years-of-maintaining-fords-q1-quality-certification
1111	<i>Intentionally left blank.</i>
1112	Scheduling Order, <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , 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	<i>Intentionally left blank.</i>
1115	Defendant’s Motion to Dismiss, <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , 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”)
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

As authorized by the Director (Ex. 3101), Petitioner hereby submits its Response to Patent Owner AutoConnect’s Request for Director Review (Paper 14, “Request”) of the Director’s Decision denying discretionary denial of IPR2025-01383 (Paper 11, “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 ’153 Patent and supplier of the accused SYNC system—created well-settled expectations that the ’153 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 history of failing to pay maintenance fees for its patent portfolio cuts against AutoConnect’s alleged settled expectations in the ’153 Patent. Further, AutoConnect failed to commercialize the ’153 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 ’153 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.

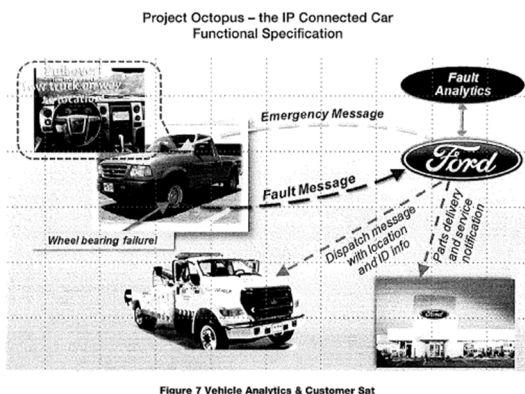
B. Petitioner’s Relationship with Patent Owner Creates Strong Settled Expectations of Non-Enforcement

1. Ford has a long-term business relationship with Flextronics, the original owner of the ’153 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. (Ex. 1119.)

Ford started working with Flextronics in 2010 to source infotainment technology for use in Ford vehicles. (Exs. 1117, 1118.) Flextronics then filed many patent applications directed to infotainment-related technology, e.g., U.S. 14/684,856 on April 13, 2015 that issued as the ’153 Patent. (Ex. 1001, Cover.) The ’153 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 (2017 and later for the ’153 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 communication systems (including an **in-vehicle multimedia system**),¹ ... and hardware and software that enable Apple CarPlay and/or Android Auto in Ford Vehicles," as allegedly infringing the '153 Patent claims. (Ex. 1005, 77; *see also* IPR2026-00002², Paper 8 at 5, *quoting* Ex. 1125, AutoConnect's Infringement Contentions accusing Ford "infotainment systems" for each asserted patent, including the '153 Patent.) Ford refers to its in-vehicle multimedia system 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 e.g.*, Ex. 1005, 78-81, FN 31-33.) 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. 1121, ¶4.

¹ Emphasis added unless otherwise noted.

² AutoConnect cites arguments and evidence from related IPRs throughout its Request.

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 Exs. 1058, 1117, 1118.) However, this does not change the fact that 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. 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 '153 Patent to AutoConnect

Flextronics assigned the '153 Patent to AutoConnect on May 20, 2015. (Ex. 1116, 2.) Flextronics never informed Ford that it transferred the '153 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 '153 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,

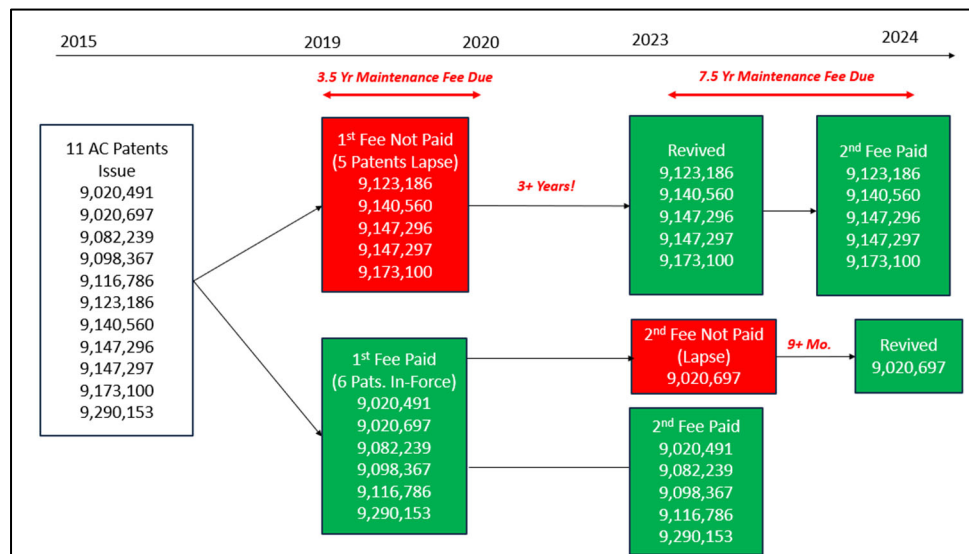
Ford’s “decade-long and continuous customer-supplier relationship ... developed a well-settled expectation that it would not be accused of infringing the challenged patents.” *Id.*

C. Patent Owner Inaction Undermines Its Settled Expectations

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

The 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. Patent Owner allowed five asserted patents to lapse in 2019 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); U.S. 9,147,297 (Ex. 1106); and U.S. 9,173,100 (Ex. 1107). AutoConnect also allowed one asserted patent to lapse in 2023 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 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.

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. AutoConnect has not commercialized or licensed the '153 Patent

The '153 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 '153 Patent. Further, AutoConnect first publicly asserted the '153 Patent in October 2024 against Toyota, and there is no record of AutoConnect licensing the '153 Patent.

3. AutoConnect held the '153 Patent for many years without alleging infringement

AutoConnect took ownership of the '153 Patent in May 2015 but waited until 2023 to assert it against Ford. (*See* Ex. 1116; 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 accused SYNC infotainment system in 2007 and partnered with Flextronics to manufacture the second-generation SYNC system in 2010. (*See* Request, 8-9; 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) continuously supplying the accused product. Nonetheless, AutoConnect did not assert the '153 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,

/ Andrew B. Turner /

Andrew B. Turner (Reg. No. 63,121)

John S. LeRoy (Reg. No. 48,158)

Christopher C. Smith (Reg. No. 59,669)

Yasmeen Moradshahi (*Pro Hac Vice* to be requested)

BROOKS KUSHMAN P.C.

150 W. Second St., Suite 400N

Royal Oak, MI 48067-3846

(248) 358-4400

Attorneys for Ford

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:

LEAD COUNSEL	BACK-UP COUNSEL
Eric A. Zelepugas (Reg. No. 73,302) zelepugas@avantechlaw.com AVANTECH LAW, LLP 80 S 8th St, Suite 900 Minneapolis, MN 55402 Tel: 312-487-2185	Robert A. Conley (Reg. No. 55,846) conley@avantechlaw.com AVANTECH LAW, LLP 80 S 8th St, Suite 900 Minneapolis, MN 55402 Tel: 312-625-7378
USPTO@avantechlaw.com	

Respectfully submitted,

Dated: February 9, 2026

/ Andrew B. Turner /
Andrew B. Turner (Reg. No. 63,121)
John S. LeRoy (Reg. No. 48,158)
Christopher C. Smith (Reg. No. 59,669)
Yasmeen Moradshahi (*Pro Hac Vice*
admission to be requested)
BROOKS KUSHMAN P.C.
150 W. Second St., Suite 400N
Royal Oak, MI 48067-3846
(248) 358-4400

Attorneys for Ford

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).

Respectfully submitted,

Dated: February 9, 2026

/ Andrew B. Turner /
Andrew B. Turner (Reg. No. 63,121)
John S. LeRoy (Reg. No. 48,158)
Christopher C. Smith (Reg. No. 59,669)
Yasmeen Moradshahi (*Pro Hac Vice*
admission to be requested)
BROOKS KUSHMAN P.C.
150 W. Second St., Suite 400N
Royal Oak, MI 48067-3846
(248) 358-4400

Attorneys for Ford