

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

**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 ’153 Patent fall squarely in this category.

The ’153 Patent defines “and/or” and “one or more” as “open-ended expressions that are *both* conjunctive and disjunctive in operation.” (Ex. 1001, 15:63-65, emphasis added.) Ford argued in district court (“DC”) that this definition renders claims 1, 11, and 12 indefinite because a list of claim elements cannot be *both* conjunctive and disjunctive. (Ex. 1115, 10, 13-14.) The DC found the definition “nonsensical,” though it declined to grant dismissal. (Ex. 2006, 8.)

AutoConnect (“AC”) itself applied “and/or” and “one or more” disjunctively in its infringement charts, identifying a single feature to satisfy multi-item claim limitations, such as “a Bluetooth or WiFi wireless link” for satisfying a “*network and/or communication system*” and a singular “connected device” to satisfy the

“one or more communication devices” limitation. *AutoConnect Holdings LLC v. Ford Motor Co.*, No. 1:24-cv-01327-JCG, Compl., Ex. K3, 1-3 (D. Del., Dec. 6, 2024). The Petition adopts AC’s disjunctive interpretation and explains how the prior art also teaches the conjunctive interpretation for certain claim limitations. (Paper 7, 18-23, 68-76; Paper 9, 10.) That approach fits squarely within *Tesla*, because—regardless of any boundary uncertainty—a POSA would have still understood that the asserted prior art satisfies the challenged limitations.

AC identifies seven terms from Ford’s invalidity contentions. Terms (1), (2), and (4)-(7), recite “one or more” or “and/or” and were addressed in DC before the parties briefed indefiniteness here. (Exs. 1006, 6-9, 2006; Paper 8, 6; Paper 9, 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 ’153 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, 4 (Feb. 19, 2026).

Accordingly, 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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This paper complies with the type-volume limitation of 37 C.F.R. § 42.24. The paper contains no more than 2 pages as authorized per the email received on February 17, 2026 (Ex. 3103), excluding the parts of the paper exempted by § 42.24(a).

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