

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

AMERICAN AIRLINES, INC. AND SOUTHWEST AIRLINES CO.,

Petitioners,

v.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(INTELLECTUAL VENTURES I LLC),

Patent Owner.

Case No. IPR2025-01511
U.S. Patent No. 7,712,080

**AUTHORIZED REPLY BRIEF IN SUPPORT OF
PATENT OWNER'S REQUEST FOR DISCRETIONARY DENIAL**

TABLE OF CONTENTS

PATENT OWNER’S EXHIBIT LIST	iii
I. PETITIONER SOUTHWEST CONTINUES TO ADVANCE INCONSISTENT CLAIM CONSTRUCTION POSITIONS	1
II. PETITIONER AMERICAN CONTINUES TO ADVANCE INCONSISTENT CLAIM CONSTRUCTION POSITIONS	4
III. CONCLUSION.....	5

PATENT OWNER’S EXHIBIT LIST

Ex. 2001	<i>American Airlines, Inc. and v. Intellectual Ventures I LLC</i> , IPR2025-00785 and IPR2025-00786, Paper 11 (PTAB August 29, 2025) (declining to exercise discretion to deny IPRs).
Ex. 2002	<i>American Airlines, Inc. and v. Intellectual Ventures II LLC</i> , IPR2025-00782 and IPR2025-00931, Paper 12 (PTAB September 19, 2025) (declining to exercise discretion to deny IPRs).
Ex. 2003	<i>American Airlines, Inc. and v. Intellectual Ventures I LLC</i> , IPR2025-00987 and IPR2025-01055, Paper 9 (declining to exercise discretion to deny IPRs).
Ex. 2004	Defendant Southwest Airline Co.’s Preliminary Invalidity Contentions
Ex. 2005	IAM 2014, <i>What’s inside IV’s patent portfolio?</i>
Ex. 2006	Munehiro Fukuda, Lubomir F. Bic, Michael B. Dillencourt, and Jason M. Cahill, “Messages versus Messengers in Distributed Programming,” <i>Journal of Parallel and Distributed Computing</i> , vol. 57, Issue 2, May 1999, pp. 1-8 (Fukuda ‘99)
Ex. 2007	Defendant Southwest Airline Co.’s Opening Claim Construction Brief For U.S. Patent Nos. 7,257,582, 7,712,080, 8,352,584 And 11,032,000, Doc. #75, Civil Action No. 3:25-cv-02885-L-BN (WD TX)

I. PETITIONER SOUTHWEST CONTINUES TO ADVANCE INCONSISTENT CLAIM CONSTRUCTION POSITIONS

Petitioner Southwest Airlines (Southwest) argues that there is “no risk of inconsistent claim construction positions between the Parallel Litigations and this proceeding” because “Southwest did not include any indefiniteness contentions in its Opening Claim Construction Brief in its district court case.” Petitioners’ Brief In Opposition To Patent Owner’s Request For Discretionary Denial” (Paper #7) (Opp. Brief), at 8-9. However, Southwest failed to inform the Board that, in its Opening Claim Construction Brief in the district court for U.S. Patent 7,712,080 (the ‘080 Patent), Petitioner Southwest introduced a different inconsistent claim construction by proposing a specific, narrow construction for “distributed sequential computing” (in independent claims 1 and 7) while opposing Patent Owner’s proposal that the phrase be given its “plain and ordinary” meaning.

The Opposition Brief (at 9) misleadingly cites to Ex. 1014 as Southwest’s Opening Claim Construction Brief for the ‘080 Patent. However, Ex. 1014 corresponds to Southwest’s Opening Claim Construction Brief for five different patents, none of which corresponds to the ‘080 Patent. Patent Owner submits herewith (as Ex. 2007) Southwest’s actual Opening Claim Construction Brief in connection with the ‘080 Patent. Ex. 2007, 14-16. There, Southwest (Defendant)

advances a narrow construction of the phrase “distributed sequential computing program” in claims 1 and 7 of the ‘080 Patent:

“distributed sequential computing program” (Claims 1 and 7)

Defendant	Plaintiff
a program that executes sequentially across distributed memory by navigating to the processor that owns the needed memory and then resuming execution there	plain meaning

The parties disagree whether the claims require sequential execution across distributed memory. IV asks for plain-and-ordinary meaning, but that would leave the jury to resolve claim scope. **The term should be construed.** ...

In the specification, the patentee expressly defines “distributed sequential computing” as “computing using a single locus of computation over distributed data,” implemented via a “self-migrating thread” that, when operating on Processor 1 and needing data on Processor 2, “can migrate to Processor 2 to access the data ... and then continue the computations.” *Id.* at 3:50–59.... Southwest’s construction translates that technical definition into concrete terms: sequential execution across distributed memory by navigating to the processor that owns the needed memory and resuming execution there. That is exactly what the specification describes. ...

The patent contrasts navigational programming with message passing and traditional distributed shared memory. ‘080 Patent at 1:31–2:2. ... When the program needs memory hosted on another processor, the self-migrating thread suspends, moves to the owning processor, restores state, and resumes execution. *Id.* at 5:26–56. ...

Southwest’s construction merely adopts the patentees’ definitional language and consistent usage ... This construction best harmonizes the claim text, dependent claims, and specification. The Court should adopt it. Ex. 2007, 14-16 (emphasis added).

Thus, in the district court, Southwest is advancing the position that operation of the “distributed sequential computing program” in claims 1 and 7 requires

“navigating to the processor that owns the needed memory and then resuming execution there.” By contrast, the Petition here states that “Petitioners do not believe explicit construction is needed.” Petition, 12. Perhaps more importantly, in purporting to map the claimed “distributed sequential computing program” to the prior art, the Petition fails to identify any disclosure in the relied on references of “navigating to the processor that owns the needed memory and then resuming execution there” which, in the district court, Southwest maintains is required by the claim language. Petition, 26-28.¹ Thus, Southwest is advancing a narrow claim construction in the district court in an attempt to avoid infringement, while relying on a broader claim construction in these proceedings in an attempt to invalidate the patent. That is the epitome of “inconsistent positions,” and favors discretionary denial. *Sun Pharmaceuticals Industries Inc. v. Nivagen Pharmaceuticals, Inc.*, IPR2025-00893, Paper #18, at 2-3 (PTAB 2025) (informative) (exercising discretion

¹ In connection with purporting to map the claimed “distributed sequential computing program” to the prior art, the Petition engages in a clever misdirection by alleging that “[d]uring prosecution of the ‘080 Patent, the Examiner, three times, found that Pan (Ex. 1005) disclosed the “distributed sequential computing programs” of claim [1b] at p. 77, right column, first paragraph, distributed the sequential algorithm” and the reference to “re-programming.” Petition, 27, citing Ex. 1002, at 126; 101; and 76. However, the Examiner made no mention there of any requirement that the claimed “distributed sequential computing program” operate by “navigating to the processor that owns the needed memory and then resuming execution there,” nor did the Examiner identify any subject matter in Pan corresponding to that alleged requirement.

to deny institution because “Petitioner does not sufficiently explain why it advanced a narrow construction in district court and advances a broader construction in its Petition”).

II. PETITIONER AMERICAN CONTINUES TO ADVANCE INCONSISTENT CLAIM CONSTRUCTION POSITIONS

Petitioners’ allegation that there is “no risk of inconsistent claim construction positions between the Parallel Litigations and this proceeding” also flies in the face of the claim construction positions advanced by Petitioner American Airlines (American) in the district court. Opp. Brief, 9. In its Supplemental Disclosure of Proposed Terms and Claim Elements for Construction, American identified twenty-six terms in the ‘080 Patent for construction by the district court but failed to construe any of those same terms in these proceedings. *See*, IPR2025-01509, Ex. 1032, 3-4. For example, among other terms, American identified the following terms in the district court as requiring construction: “distributed sequential computing program” (claims 1 and 9), “distributed parallel computing program” (claims 1, 4-6, 9, 17 and 18), “distributed shared variable” (claims 1, 3 and 9) and “wherein the at least one distributed shared variable is a single variable that includes several variables that may be physically distributed across multiple memories” (claim 1). *Id.* By contrast, the Petition makes no mention of any constructions for these same terms.

Just like Southwest, American appears committed to advancing inconsistent claim construction positions across both forums. As a result, Petitioners’ assertion that “there is no risk of inconsistent claim construction positions between the Parallel Litigations and this proceeding” rings hollow. Opp. Brief, 9.

III. CONCLUSION

As Director Squires set forth in *Revvo Technologies, Inc. v. Cerebrum Sensor Technologies, Inc.*, IPR2025-00632, Paper 20 (Squires November 3, 2025) (precedential), Petitioners are “required to choose a single claim construction that best captures the meaning the patent claim” unless they can sufficiently explain why inconsistent claim construction positions are warranted. The present Petitioners have failed to even acknowledge their inconsistent claim construction positions, let alone offer an explanation why inconsistent positions are warranted. Accordingly, Patent Owner respectfully requests that the Director exercise discretion to deny institution.

Respectfully submitted,

Dated: January 16, 2026

By: /Daniel H. Golub/
Daniel H. Golub
Registration No. 33,701
*Counsel for Patent Owner and
Intellectual Ventures I LLC*

CERTIFICATE OF SERVICE

The undersigned certifies that pursuant to 37 C.F.R. § 42.6(e), a copy of the foregoing **AUTHORIZED REPLY BRIEF IN SUPPORT OF PATENT OWNER'S REQUEST FOR DISCRETIONARY DENIAL** was served via email (as consented to by counsel) on January 16, 2026 to lead and backup counsel of record for Petitioner as follows:

John B. Campbell
jcampbell@McKoolSmith.com
McKool Smith, P.C.
303 Colorado Street
Suite 2100
Austin, TX 78701

Alan Block
ablock@McKoolSmith.com
McKool Smith, P.C.
300 South Grand Avenue, Suite 2900
Los Angeles, California 90071

Casey Shomaker
cshomaker@mckoolsmith.com
McKool Smith P.C.
300 Crescent Court, Suite 1200
Dallas, TX 75201

Keith D. Harden
kharden@munckwilson.com
Munck Wilson Mandala, LLP
2000 McKinney Ave., Ste. 1900
Dallas, TX 75201

S. Wallace Dunwoody
wdunwoody@munckwilson.com
Munck Wilson Mandala, LLP
2000 McKinney Ave., Ste. 1900
Dallas, TX 75201

Michael C. Wilson
mwilson@munckwilson.com
Munck Wilson Mandala, LLP
2000 McKinney Ave., Ste. 1900
Dallas, TX 75201

SWA-IV@munckwilson.com

AA_Intellectual_Ventures@mckoolsmith.com

Dated: January 16, 2026

By: /Daniel H. Golub/
Daniel H. Golub
Registration No. 33,701

*Counsel for Patent Owner and
Intellectual Ventures I LLC*