

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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FORD MOTOR COMPANY,  
Petitioner

v.

AUTOCONNECT HOLDINGS LLC,  
Patent Owner

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Case No. IPR2025-01524  
Patent No. 9,123,186

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

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Patent Trial and Appeal Board  
U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

## PATENT OWNER’S EXHIBIT LIST

| Exhibit | Description                                                                                                                                                                     |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2001    | Letter from William Woodford, Counsel for AutoConnect Holdings LLC to Steven Croley, General Counsel for Ford Motor Company, dated December 28, 2023.                           |
| 2002    | Email from Tom Yerbernetsky, Counsel for Ford Global Technologies to William Woodford, Counsel for AutoConnect Holdings LLC, dated March 4, 2024.                               |
| 2003    | Letter from Charles J. Monterio, Jr., Counsel for Ford Motor Company to William Woodford, Counsel for AutoConnect Holdings LLC, dated May 16, 2024.                             |
| 2004    | Letter from Charles J. Monterio, Jr. Counsel for Ford Motor Company to William Woodford, Counsel for AutoConnect Holdings LLC, dated July 22, 2024.                             |
| 2005    | First Amended Docket Control Order, <i>AutoConnect Holdings LLC v. Toyota Motor Corp.</i> , No. 2:24-CV-00802-JRG-RSP, ECF No. 53 (E.D. Tex. February 13, 2025) (Gilstrap, J.)  |
| 2006    | ORDER Denying Motion to Dismiss, <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , No. 1:24-CV-01327-JCG, ECF No. 24 (Dist. of Del. September 24, 2025) (Choe-Groves, J.) |
| 2007    | <i>Intentionally left blank</i>                                                                                                                                                 |
| 2008    | March 24, 2025 Guidance on USPTO’s recission of “Interim Procedure for Discretionary Denials in AIA Post-Grant Proceedings with Parallel District Court Litigation”             |

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|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2009 | October 3, 2025 Update to USPTO Interim Director Discretionary Process                                                                                                                                                           |
| 2010 | USPTO FAQs for Interim Processes for PTAB Workload Management (Archived)                                                                                                                                                         |
| 2011 | Scheduling Order, <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , No. 1:24-CV-01327-JCG, ECF No. 27 (Dist. Of Del. October 27, 2025) (Choe-Groves, J.)                                                                   |
| 2012 | USPTO Fee history for U.S. Patent No. 9,123,186                                                                                                                                                                                  |
| 2013 | USPTO Decision on Petition to Accept Unintentionally Delayed Payment of a Maintenance Fee for U.S. Patent No. 9,123,186, November 8, 2022                                                                                        |
| 2014 | USPTO Decision on Petition to Accept Unintentionally Delayed Payment of a Maintenance Fee for U.S. Patent No. 9,123,186, February 21, 2023                                                                                       |
| 2015 | USPTO EPAS Assignment Cover Sheet and Assignment for U.S. Patent No. 9,123,186, Reel 36503, Frame 62, Executed: May 20, 2015, Recorded: August 28, 2015                                                                          |
| 2016 | Ford Motor Company's Motion to Dismiss, <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , No. 1:24-CV-01327-CFC, ECF No. 12 (Dist. of Del. February 14, 2025)                                                              |
| 2017 | Exhibit F2 to Complaint, <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , No. 1:24-CV-01327-UNA, ECF No. 1-17 (Dist. of Del. December 6, 2024)                                                                            |
| 2018 | Panasonic Article Regarding Development of Ford's SYNC 3, <a href="https://na.panasonic.ca/blog/inside-development-fords-syncr-3">https://na.panasonic.ca/blog/inside-development-fords-syncr-3</a> (retrieved December 7, 2025) |

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|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2019 | October 7, 2015 Business Insider Article Regarding Panasonic and Ford's Creation of SYNC 3,<br><a href="https://www.businessinsider.com/sc/panasonic-automotive-andford-partnership-2015-10">https://www.businessinsider.com/sc/panasonic-automotive-andford-partnership-2015-10</a> (retrieved December 7, 2025) |
| 2020 | Exhibit F3 to Complaint, <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , No. 1:24-CV-01327-UNA, ECF No. 1-17 (Dist. of Del. December 6, 2024)                                                                                                                                                             |

Ford asks the Director to excuse a decade of delay based on a false premise. Flextronics *does not* supply the system that AutoConnect accuses of infringement. AutoConnect’s infringement claims for the ’186 patent target Ford vehicles starting in 2020 that included the Phone As A Key (“PAAK”) feature—a feature introduced years *after* the SYNC2 platform Ford identifies. Ex. 1005 ¶¶ 153-154; Ex. 2017; Ex. 2020. Ford’s opposition rests entirely on a supplier-based settled expectations theory that assumes Flextronics retained license rights broad enough to cover later-developed Ford systems after divesting the application that led to the ’186 patent. Commercial practice supports the opposite inference: divestiture reflects a decision to relinquish the right to practice the technology it sold and cease development or supply of systems built around it. Ford’s theory thus requires the Director to infer both a retained license and continued supply from an asset sale that supports neither. Even accepting Ford’s premise in the abstract, it cannot substitute for evidence that Flextronics actually supplied the accused technology. Once the analysis is properly focused on the accused 2020 and later systems, Ford’s theory collapses.

Ford never attempts to ground its theory in evidence relating to the accused products. It does not identify any evidence that Flex supplied PAAK systems, nor does it contend that Flextronics was the exclusive supplier, an essential predicate to any supplier-based immunity or settled-expectations theory. Ford cannot rely on the “SYNC” label as a substitute for proof.

The two documents Ford offers concern a SYNC2 infotainment system Flextronics supplied in the 2010 time frame. Exs. 1117, 1118. Those systems predate the '186 patent, are not accused, and were replaced years before Ford introduced the PAAK system in 2020 at issue here. *E.g.*, Ex. 2018 at 1-2; Ex. 2019 at 2-5. Ford never explains—because it cannot—how a supplier relationship tied to those early infotainment platforms could create settled expectations for a later-developed digital key system implemented in different vehicles a decade later. A historical supplier relationship untethered from the accused products cannot create settled expectations.

Ford's own declaration underscores this failure. It states only that Flextronics has supplied "SYNC modules ... for various versions of Ford's SYNC infotainment systems." Ex. 1121 ¶ 4. That carefully limited statement does nothing to show that Flextronics supplied PAAK. Ford's brief intentionally equates Flextronics' supply of "SYNC modules" with the accused systems, collapsing distinct technologies without evidentiary support. Paper 7 at 1, 3-4, 7. Ford's theory requires supply of the accused technology, a showing Ford never makes.

Ford's own conduct confirms the absence of any contemporaneous settled expectation. When AutoConnect accused Ford of infringement in 2023, Ford did not assert that Flextronics retained rights to any AutoConnect patents or that Flextronics supplied the accused products. Ford apparently did not even ask

Flextronics whether it had retained a license after assigning the '186 patent—an obvious and dispositive inquiry if Ford genuinely believed it was protected. That silence is consistent only with a theory assembled specifically for this proceeding.

Ford's reliance on prior Director decisions in IPR2025-01342 and IPR2025-01383 does not alter the analysis. In those proceedings, Ford's opposition brief advanced the same supplier-based narrative without tying Flextronics to the technology actually accused of infringement, an unsupported premise that went unchallenged because AutoConnect had no opportunity to address it. One patent involved the same PAAK functionality at issue here, and the other involved vehicles implementing Apple CarPlay and Android Auto—functionality Ford introduced with the Panasonic-supplied SYNC 3 platform launched in 2016. *See* Exs. 1119, 2018, 2019. Repetition does not cure the absence of facts. Nor does it require acceptance of a narrative that remains untethered to the accused products.

Once Ford's supplier theory is set aside, the remaining facts are undisputed and dispositive. The '186 patent issued over ten years ago, and Ford waited two years after receiving detailed infringement contentions to challenge it. Ford never raised any supplier-based defense or exhaustion theory. Discretionary denial exists to prevent precisely this situation and is warranted here.

Date: December 31, 2025

Respectfully submitted,  
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## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the foregoing **PATENT OWNER'S  
REPLY BRIEF IN SUPPORT OF REQUEST FOR DISCRETIONARY  
DENIAL** and associated exhibits (Exhibits 2017-2020) were served electronically via e-mail on December 31, 2025, in their entireties on the following counsel of record for Petitioner:

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