

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. 9,123,186 to Ricci

Case No.: IPR2025-01524

AUTHORIZED RESPONSE TO DIRECTOR REVIEW REQUEST

Table of Contents

Table of Authorities	ii
List of Exhibits.....	iii
I. INTRODUCTION	1
II. ARGUMENT.....	2
A. Settled Expectations of the Parties Do Not Weigh in Favor of Discretionary Denial.....	2
1. Ford Had Strong Settled Expectations of Non- Enforcement.....	2
a. Ford has a long-term business relationship with the original owner of the '186 Patent	2
b. The facts underlying the Director's Decision were accurate	7
c. AutoConnect has not commercialized or licensed the '186 Patent	8
d. AutoConnect held the '186 Patent for many years without alleging infringement	9
2. AutoConnect's Failures to Pay Maintenance Fees Cut Against Any Settled Expectations	9
B. Ford did not engage in inconsistent claim construction.....	12
III. CONCLUSION.....	15
Certificate of Service	
Certificate of Compliance Pursuant to 37 C.F.R. § 42.24	

Table of Authorities

Cases

<i>Apple Inc. v. Ferid Allani</i> , IPR2025-00856 (Dir., Sept. 5, 2025)	9
<i>AutoConnect Holdings LLC v. Ford Motor Company</i> , Case No. 1:24-cv-01327-JCG (D. Del.) (Dec. 6, 2024).....	14
<i>Caption Health, Inc. v. Univ. of B.C.</i> , IPR2025-01422 (Dir., Dec. 18, 2025)	15
<i>Flextronics AP, LLC v. Christopher Ricci</i> , Case No. 5:26-cv-00117-JCG (N.D. CA) (IPR2026-00173)	4
<i>Home Depot U.S.A., Inc. v. H2 Intellect LLC</i> , IPR2025-00480 (Dir., Sept. 4, 2025)	8
<i>Impression Products v. Lexmark Intern.</i> , 581 U.S. 360, 137 S. Ct. 1523 (2017)	5
<i>Infineon Techs. Ams. Corp. v. Mosaid Techs. Inc.</i> , IPR2025-01171 (Dir., Feb. 19, 2026).....	15
<i>Quanta Computer, Inc. v. LG Electronics, Inc.</i> , 553 U.S. 617, 128 S. Ct. 2109 (2008)	5
<i>Tesla, Inc. v. Intell. Ventures II LLC</i> , IPR2025-00340 (Dir., Nov. 5, 2025).....	12, 14

Statutes

35 U.S.C. § 41	11
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Other Authorities

MPEP 509.03	9
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Rules

37 C.F.R. § 1.27	9
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List of Exhibits

Exhibit No.	Description
1001	U.S. Patent No. 9,123,186 (“the ’186 Patent”)
1002	U.S. Patent No. 9,123,186 Certified File History (“the ’186 File History”)
1003	Expert Declaration of Scott Andrews
1004	Scott Andrews 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	<i>AutoConnect Holdings LLC v. Ford Motor Company</i> , Ford’s Reply In Support of Motion to Dismiss, Case No. 1:24-cv-01327-JCG (D. Del.) Filed March 7, 2025
1008-1009	<i>Intentionally left blank</i>
1010	U.S. Patent No. 8,768,539 B1 to Clement (“Clement”)
1011-1012	<i>Intentionally left blank</i>
1013	U.S. Patent Application Pub. No. 2011/0093153 A1 to Moinzadeh (“Moinzadeh”)
1014-1015	<i>Intentionally left blank</i>
1016	U.S. Patent No. 9,002,536 B2 to Hatton (“Hatton”)
1017	U.S Patent Application Pub. No. 2011/0137520 A1 to Rector (“Rector”)
1018	U.S. Patent Application Pub. No. 2008/0245598 A1 to Gratz (“Gratz”)
1019-1027	<i>Intentionally left blank</i>
1028	2010 Ford F-150 Owner’s Manual (Ford Motor Company 2009) (“F-150 Manual”)
1029-1049	<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”)

Exhibit No.	Description
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 (“Hossain”)
1054-1055	<i>Intentionally left blank</i>
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	<i>Intentionally left blank</i>
1061	Ford SYNC Supplemental Guide, November 2007 (“Sync Guide 2007”)
1062	Ford SYNC Supplemental Guide, January 2010 (“Sync Guide 2010”)

Exhibit No.	Description
1064	MyFord Touch Ford User Guide Ford Motor Company, February 2012 (“MyFord Touch Guide”)
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1068	Vahid, Frank et al., “Timing is Everything – Why Embedded Systems Demand Early Teaching of Structured Time-Oriented Programming,” Proceedings of the 2008 Workshop on Embedded Systems Education, WESE 2008 Atlanta, Georgia October 23, 2008. Available at (“Vahid”)
1069	Woerner, Joerg, “Intel and TI: Microprocessors and Microcontrollers” (February 26, 2001). Available at http://www.datamath.org/Story/Intel.htm (Accessed Sept. 9, 2025) (“TI TMS1000”)
1070	Pfaffenberger, Bryan (Websters New World Dictionary of Computer Terms 6 th Edition (Simon & Schuster, Inc. 1997) (“Computer Terms”)
1071	<i>Intentionally left blank</i>
1072	McCartney, Scott, “ENIAC The Triumphs and Tragedies of the World’s First Computer,” (Walker Publishing Co., Inc. 1999) (“ENIAC”)
1073	Evans, Christopher “The Micro Millenium” (The Viking Press 1980) (“Micro Millenium”)
1074	U.S. Patent No. 7,663,607 B2 to Hotelling et al. (“Hotelling”)
1100	United States District Courts – National Judicial Caseload Profile, March 2025
1101	<i>Intentionally left blank</i>
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. 9,147,296 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

Exhibit No.	Description
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	<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)
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	<i>Intentionally left blank</i>
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”)
1120	<i>Intentionally left blank</i>
1121	Declaration of Melissa Sheahan

Exhibit No.	Description
1122	US 9,123,186 Patent Assignment Abstract (“the ’186 Patent Assignment Abstract”)
1123	Plaintiff’s Opening Claim Construction Brief, <i>AutoConnect Holdings LLC v. Toyota Motor Corp., et al.</i> , Case No. 2:24-cv-00802-JRG-RSP (E.D. Tex.) Filed December 9, 2025 (“AutoConnect’s Claim Construction Brief”)
1124	<i>AutoConnect Holdings LLC v. Ford Motor Company</i> , AutoConnect Infringement Contentions, Ex. F2, ’186 Patent Excerpt, Case No. 1:24-cv-01327-JCG (D. Del.) Served December 19, 2025
1125	<i>AutoConnect Holdings LLC v. Ford Motor Company</i> , AutoConnect Infringement Contentions, Excerpt, Case No. 1:24-cv-01327-JCG (D. Del.) Served December 19, 2025

I. INTRODUCTION

The Board should deny Patent Owner AutoConnect’s Request for Director Review (Paper 12, “Request”) because (1) settled expectations favor Ford, not AutoConnect and (2) Ford did not engage in inconsistent claim construction.

First, settled expectations support institution here. Ford’s decade-long customer–supplier relationship with Flextronics—combined with Flextronics’ role as the original owner of the ’186 Patent and its continuing supply of the SYNC modules—created well-settled expectations that Ford would not face infringement accusations on patents originating from that supplier relationship. In addition, AutoConnect’s history of allowing key asserted patents to lapse for nonpayment of maintenance fees—including the ’186 Patent—undercuts AutoConnect’s claimed “settled expectations” in the uninterrupted enforceability of the patent rights it now asserts. These facts, already recognized by the Director in related IPRs, support Ford’s reasonable reliance on non-enforcement and undermine any claim that AutoConnect held strong settled expectations in the ’186 Patent.

Second, Ford’s claim construction positions are consistent. Ford’s approach in this IPR follows the statutory limits of IPR (where indefiniteness is unavailable), and Ford has further offered a *Sotera*-like stipulation to withdraw its indefiniteness arguments for the ’186 Patent in the district court if this IPR is instituted. Whereas AutoConnect’s approach to claim construction is inconsistent and strategically shifts

between proceedings, seeking broad interpretations to support infringement in district court while advocating narrower constructions to avoid unpatentability before the Board. For all these reasons, AutoConnect's Request should be denied.

II. ARGUMENT

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

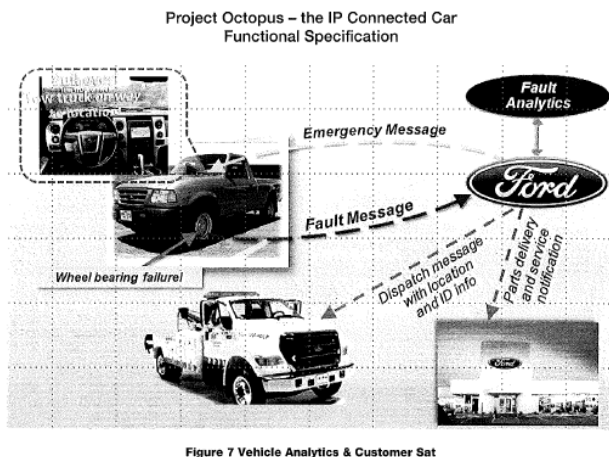
As in IPR2025-01342 and IPR2025-01383, Flextronics is the original owner of the challenged patent and has continuously supplied the accused SYNC infotainment system to Ford for over ten years. Also, like IPR2025-01342, AutoConnect failed to pay the maintenance fee for the challenged patent causing it to lapse—here for more than three years.

1. Ford Had Strong Settled Expectations of Non-Enforcement

a. Ford has a long-term business relationship with the original owner of the '186 Patent

Ford released its first-generation SYNC infotainment system in 2007, followed by SYNC 2 in 2010. (Ex. 1061, 86; Ex. 1062, 84.) 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. 14/253,371 on April 15, 2014, that issued as the '186 Patent. (Ex. 1001, Cover.) The '186 Patent claims priority to multiple provisional applications, including U.S. 61/811,981 filed April 15, 2013, which

references Ford:



Ex. 1113, 158

Ford started manufacturing vehicles with the Flextronics supplied SYNC modules in 2014, and that continues to this day. (Ex. 1121, ¶4.) Flextronics has publicly touted this long-term relationship. (See Ex. 1110.) Flextronics assigned the '186 Patent to AutoConnect on May 20, 2015, but did not inform Ford. (Ex. 1122, 2.) Ford remained unaware of any such transfer until AutoConnect contacted Ford in December 2023 to assert the '186 Patent. (Ex. 1005, ¶34.)

Under Section 19 of its Global Terms and Conditions, Ford holds a license to supplier patents covering technology supplied to Ford. (IPR2026-00002, Ex. 1128,

§ 19¹.) Flextronics assigned the '186 Patent to AutoConnect “with no license for Flex, Flex AP, or their customers to practice Flex and Flex AP’s patents.” (*Flextronics AP, LLC v. Christopher Ricci*, Case No. 5:26-cv-00117-JCG (N.D. CA) Complaint, Jan. 6, 2026 (IPR2026-00173, Ex. 1137, ¶102).) Flextronics recently sued Christopher Ricci² over his role as Flextronics’ attorney in the assignment of the asserted patents to AutoConnect (a company he now co-owns). (*Id.*, ¶¶1-5, 9, 32.) Flextronics alleges that Ricci’s “failure to include a grant-back license” for Flextronics was an “inexcusable and inexplicable” omission that “[n]o reasonable attorney acting in Flex’s best interests would have proposed, let alone agreed to[.]” (*Id.*, ¶10).

Regardless of the terms of the agreement between Flextronics and AutoConnect, Ford holds, by virtue of the terms and conditions governing its purchase of SYNC modules from Flex dating back to 2014, a license to any Flextronics (or former Flextronics) patent covering the SYNC system, that

¹Available at

https://fsp.portal.covisint.com/documents/106025/25131282/Global_Production_Terms.pdf/fd1ed09d-7519-4ebb-928e-a7b302dc1331?version=1.0.

² Mr. Ricci is Flex’s former Deputy General Counsel, the first named inventor of all asserted patents, and AutoConnect’s current co-owner. (*Id.*, ¶¶2, 4, 32.)

Flextronics supplies to Ford. (IPR2026-00002, Ex. 1128, § 19.) Ford’s Global Terms and Conditions also require a supplier of an accused product to defend and indemnify Ford from third-party claims of patent infringement. (*Id.*, § 21 “Claims of Infringement”.)

The Director has already decided 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’).” IPR2025-01342, Paper 10, 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.*, 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.”).

Notwithstanding the Director’s prior findings, AutoConnect argues that “Ford

fails to show that Flextronics ever supplied any systems accused of infringement” and “that Flextronics *does not supply* the accused system—***Phone As A Key***—... .” (Request, 4-5, emphasis in original.) That is incorrect. AutoConnect broadly accuses: “All Ford vehicles ..., vehicle systems (including **in-vehicle multimedia and infotainment systems**), ... and hardware and software components that enable Ford’s Phone As A Key feature, in the makes and models from the 2020 model year to the present... .” (Ex. 1125, 5³.) AutoConnect also cites SYNC related evidence over 100 times throughout the complaint. (Ex. 1005.)

Ford refers to its infotainment system as “SYNC”, and Flextronics supplies the “SYNC” module to Ford. (Ex. 1121, ¶4.) Flextronics admits that it supplies the accused SYNC system to Ford. (IPR2026-00173, Ex. 1137, ¶125, “In its litigation against Ford, AutoConnect asserts that Ford’s SYNC system, **which Flex supplied to Ford**, infringes some of the Patents.”) AutoConnect cannot simultaneously (i) define the accused instrumentalities as Ford’s in-vehicle multimedia and infotainment systems, and (ii) argue that Flextronics’ admitted supply of those SYNC systems is irrelevant because the accusation is “really” about some narrower Phone As A Key system.

AutoConnect further argues that Ford does not “link Flextronics to the

³ Emphasis added by Petitioner unless otherwise noted.

relevant model years (2020 and later).” (Request, 5.) But 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.” (Ex. 1121, ¶4.) Flextronics’ supply of “various versions” of the accused SYNC Systems “since ... 2014 and continuously through today” include the accused products. *Id.*

AutoConnect also argues that Ford’s relationship with Panasonic undermines Ford’s settled expectations of non-enforcement of Flextronics patents unless “Flextronics was the *exclusive supplier*... .” (Request, 6, emphasis in original.) This argument misses the mark because AutoConnect sued Ford—not Ford’s other suppliers—on Flextronics’ patents. First, as explained above, § 19 of Ford’s Global Terms and Conditions provides Ford a license “to make” and “have made” any Flextronics patent covering a product that Flextronics supplies to Ford. (IPR2026-00002, Ex. 1128, 11-12.) Second, 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, 2018.) Of course, Ford would not and did not expect to be sued for infringement of its current suppliers’ patents, regardless of the source of the accused goods.

b. The facts underlying the Director’s Decision were accurate

Autoconnect alleges the factual premise underlying the Director's Decision was inaccurate because Ford lacked specific knowledge of the '186 Patent until 2023. (Request, 3.) This argument is without merit. Ford is well aware that its suppliers, including Flextronics, hold patents, which is why its Global Terms and Conditions address licenses to supplier technology. (IPR2026-00002, Ex. 1128, § 19.)

c. AutoConnect has not commercialized or licensed the '186 Patent

The '186 Patent had “not been commercialized, asserted, marked, licensed, or otherwise applied in [a petitioner's particular] 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[s] the considerations favoring discretionary denial.” *Home Depot U.S.A., Inc. v. H2 Intellect LLC*, IPR2025-00480, Paper 11, 2-3 (Dir., Sept. 4, 2025) (Informative). As a non-practicing entity (NPE), AutoConnect has not commercialized or marketed products with the '186 Patent. Further, AutoConnect first publicly asserted the '186 Patent in October 2024 against Toyota, and there is no record of AutoConnect licensing the '186 Patent. For example, AutoConnect continues to pay the maintenance fees for the '186 Patent as a small entity (Ex. 1103), a status that would have to change if the patent were licensed to a large entity.

See 37 C.F.R. § 1.27(g)(2); MPEP 509.03(b).

d. AutoConnect held the '186 Patent for many years without alleging infringement

AutoConnect took ownership of the '186 Patent in May 2015 but waited until 2023 to assert it against Ford. (*See* Ex. 1122, 2; Ex. 1005, ¶34.) 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, 3 (Dir., 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.”)

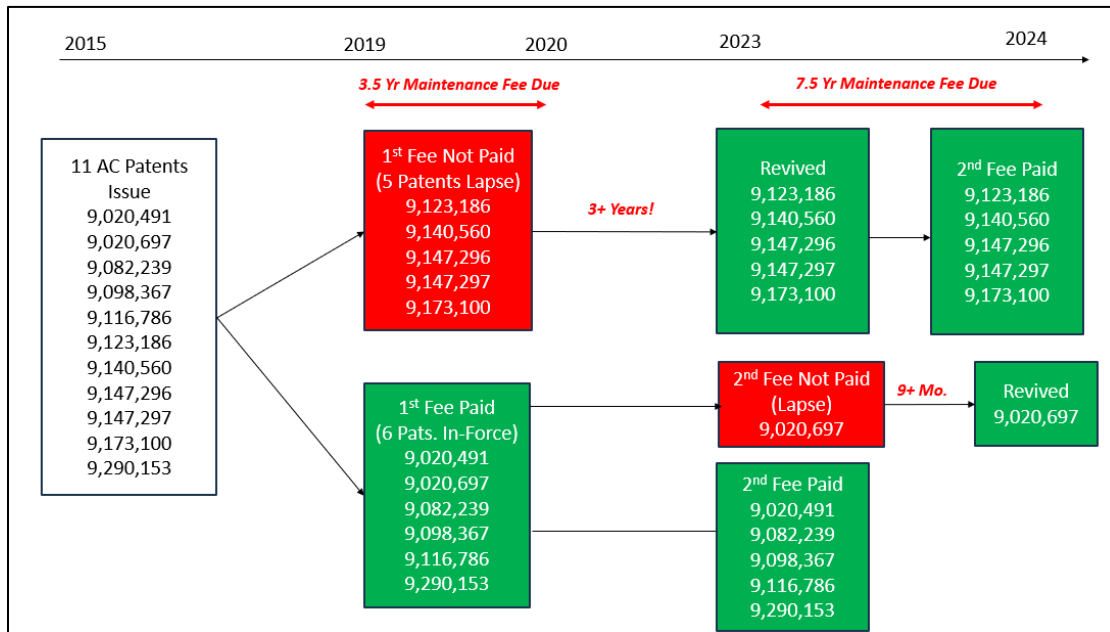
Ford commercialized the SYNC infotainment system in 2007 and partnered with Flextronics to manufacture the second-generation SYNC system in 2010. (Exs. 1117, 1118.) AutoConnect had actual knowledge of Ford’s infotainment systems, *e.g.*, by its reference to Ford in a claimed provisional application U.S. 61/811,981 filed April 15, 2013 (Ex. 1113, 158), and the original owner of the '186 Patent (Flextronics) continuously 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.

2. AutoConnect’s Failures to Pay Maintenance Fees Cut Against Any Settled Expectations

AutoConnect argues that the '186 patent is a “ten-year old patent” with an

“ALLEGED MAINTENANCE-FEE LAPSE.” (Request, 1, 8.) Although the ’186 Patent issued in 2015, AutoConnect failed to pay the 3.5-year maintenance fee by the deadline of September 3, 2019, resulting in the ’186 Patent lapsing. (Ex. 1103.) AutoConnect did not revive the ’186 Patent until February 21, 2023, *i.e.*, over three years after it lapsed. (Ex. 1103; Ex. 1002, 744-745.) This lapse is fact, not an allegation.

AutoConnect has a history of allowing its patents to lapse. AutoConnect allowed five asserted patents to lapse in 2019 for failure to pay the first maintenance fee: U.S. 9,123,186 (Ex. 1103; Ex. 1002, 728-731, 744-745); 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 approximately four years later 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 '186 Patent, (shown in red); it timely paid maintenance fees on other patents, such as the '153 Patent (shown in green). (*See* Exs. 1103, 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.

Under 35 U.S.C. § 41(c)(2), Ford was entitled to "the continued manufacture, use, offer for sale, or sale of the [accused technology] ... of which substantial preparation was made" during the three-year lapse, *i.e.*, even after the '186 Patent was revived. AutoConnect argues that "Ford had no knowledge of the lapse[.]" (Request, 8.) But 35 U.S.C. § 41(c)(2) confers intervening rights by operation of law

and does not condition those rights on contemporaneous knowledge of the lapse or on any subsequent revival. 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" IPR2025-01342, Paper 10, 3. AutoConnect attempts to minimize the lapse by referring to it as a "temporary lapse." (Request, 8.) However, a lapse of over three years is far from temporary. (Ex. 1103; Ex. 1002, 729-730, 745.)

B. Ford did not engage in inconsistent claim construction

AutoConnect argues that Ford has taken inconsistent claim construction positions. (Request, 9.) As explained pre-institution, Ford did not engage in inconsistent claim construction. (Paper 7, 14-16). However, AutoConnect did engage in inconsistent claim construction. (Paper 7, 16-18.)

In *Tesla*, the Director expressly rejected the notion that all indefiniteness challenges give rise to claim-construction gamesmanship. *Tesla, Inc. v. Intell. 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 ’186 Patent fall squarely in this category.

The ’186 Patent defines “‘at least one,’ ‘one or more,’ and ‘and/or’ [as] open-ended expressions that are **both** conjunctive and disjunctive in operation.” (Ex. 1001, 15:63-65.) Ford argued in district court that this definition renders claims 1, 8, and 15 indefinite because a list of claim elements cannot be both conjunctive and disjunctive. (Ex. 2016, 3, 9-10, 14.) AutoConnect argued that the “claim[s] cover[]” both “the presence of more than one of the listed items” and “the presence of a single listed item[,]” but it does not have to “choose between the conjunctive and disjunctive meanings.” (Ex. 1006, 6, 7.) The district court found “Plaintiff’s use of ‘and/or’ as both conjunctive and disjunctive is nonsensical because a limitation cannot have simultaneously A and B and C *and* A or B or C[,]” but declined to dismiss. (Ex. 2006, 8.)

Although AutoConnect argued that the claims “cover[]” both “conjunctive” and “disjunctive” interpretations in district court (Ex. 1006, 5-6), it chose to interpret claim terms disjunctively for its infringement analysis. AutoConnect consistently identified a subset of features to satisfy multi-item claim limitations in an “and/or” or “one or more” list, rather than all features of the list. For example, AutoConnect only identifies “**operate** the vehicle engine” for satisfying the “wherein the vehicle task, function or operation is one or more of the following: *monitoring, controlling,*

and/or operating an engine control unit” limitation. (*AutoConnect Holdings LLC v. Ford Motor Company*, Case No. 1:24-cv-01327-JCG (D. Del.) Complaint, Ex. F3, 4 (Dec. 6, 2024) (Emphasis added).)

Ford’s Petition adopted AutoConnect’s disjunctive construction of “and/or” as “or” and identified prior art disclosure of at least one element of a claimed list, *e.g.*, the Petition applied AutoConnect’s broader “or” construction and demonstrated that Gratz discloses the claimed “*operating state of the vehicle*” limitation. (Pet. 31-32.) In Ground 3, the Petition further explained that Moinzadeh discloses both “*an operating state of the vehicle*” (Pet. 71-72) and an “*area and/or zone occupied by the vehicle occupant.*” (Pet., 81-83.) Thus, under any construction of “and/or,” a POSA “would understand that the asserted art satisfies the claim limitation,” placing Ford’s challenge squarely within the category the Director deemed appropriate in *Tesla. Tesla*, Paper 18, 3.

AutoConnect identifies eight terms from Ford’s invalidity contentions. (Request, 10-11.) Terms (3), (5), (7), and (8) recite “at least one of,” “one or more,” or “and/or” and were addressed in the Related Litigation. (Exs. 2006, 1006, 1007.) 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 ’186 Patent from the Related Litigation if the PTAB institutes this IPR. Ford’s stipulation “resolves any potential

inconsistency ... between forums.” *Caption Health, Inc. v. Univ. of B.C.*, IPR2025-01422, Paper 15, 3 (Dir., Dec. 18, 2025). This stipulation is offered solely to eliminate any perceived forum inconsistency and does not reflect any change in Ford’s substantive position regarding claim scope. Further, unlike *Infineon*, Ford’s stipulation does not “wait and see” how a district court later rules on indefiniteness. *Infineon Techs. Ams. Corp. v. Mosaid Techs. Inc.*, IPR2025-01171, Paper 27, 4 (Dir., Feb. 19, 2026).

III. CONCLUSION

Petitioner Ford requests the Board grant institution of the Petition.

Dated: March 18, 2026

Respectfully submitted,

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Certificate of Service

The undersigned hereby certifies that on **March 18, 2026**, a complete and entire copy of **Petitioner's Authorized Response to Director Review Request**, 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 no more than 15 pages as authorized per the email received on March 11, 2026 (Ex. 3103), 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)(2)(ii) and the type style requirements of § 42.6(a)(2)(iii)&(iv).

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