

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. 9,173,100 to Ricci

Case No.: IPR2026-00173

**PETITIONER'S OPPOSITION TO PATENT OWNER'S
REQUEST FOR DISCRETIONARY DENIAL**

Table of Contents

Table of Authorities ii

List of Exhibits.....v

I. INTRODUCTION1

II. ARGUMENT.....2

 A. Settled Expectations of the Parties Weigh Against Discretionary Denial2

 1. Ford Had Strong Settled Expectations of Non-Enforcement.....3

 a. Ford has a long-term business relationship with the original owner of the '100 Patent3

 b. AutoConnect has not commercialized or licensed the '100 Patent8

 c. AutoConnect held the '100 Patent for many years without alleging infringement9

 2. AutoConnect’s failures to Pay Maintenance Fees Cuts Against Any Settled Expectations9

 B. The *Fintiv* Factors Favor Institution12

 1. Factor 1: The Likelihood of a Stay Favors Institution.....13

 2. Factor 2: The Parallel Trial Date Weighs Against Discretionary Denial14

 3. Factor 3: The Investment in Parallel Proceedings Weighs Against Discretionary Denial.....15

 4. Factor 4: The Overlap Between Petition and Parallel Proceeding Weighs Strongly Against Discretionary Denial Because Ford Agreed to *Sotera* Stipulations15

 5. Factor 5: Whether the Parties Are the Same Is Neutral.....16

 6. Factor 6: Other Considerations Weigh Strongly Against Discretionary Denial16

 a. Claim Construction.....16

 a. AutoConnect now identifies a later priority date19

 b. Complex litigation favors institution.....20

III. CONCLUSION.....20

Certificate of Service22

Certificate of Compliance Pursuant to 37 C.F.R. § 42.2423

Table of Authorities

Cases

Apple Inc. v. Ferid Allani,
IPR2025-00856 (Dir., Sept. 5, 2025)9

Apple Inc. v. Fintiv, Inc.,
IPR2020-00019 (PTAB Mar. 20, 2020) 2, 12, 14

AutoConnect Holdings, LLC v. Toyota Motor Corp.,
No. 2:24-cv-00802-JRG-RSP (E.D. Tex., Dec. 5, 2025)14

Berkshire Hathaway Energy Co. et al. v. Birchtech Corp.,
IPR2025-00274 (PTAB July 2, 2025)20

Bose Corp., v. Koss Corp.,
IPR2021-00612 (PTAB Sept. 15, 2021)14

Caption Health, Inc. v. The Univ. of B. C.,
IPR2025-01422 (Dir., Dec. 18, 2025)19

Consumeron, LLC v. MapleBear Inc.,
2023 WL 3434002 (D. Del. May 12, 2023)13

Ever Win Int’l Corp. v. RadioShack Corp.,
902 F. Supp. 2d 503 (D. Del. 2012)13

Harbor Freight Tools USA, Inc. et al. v. Champion Power Equipment, Inc.,
IPR2025-00805 (PTAB Sept. 19, 2025)20

Home Depot U.S.A., Inc. v. H2 Intellect LLC,
IPR2025-00480 (Dir., Sept. 4, 2025)8

Impression Products v. Lexmark Intern.,
581 U.S. 360, 137 S. Ct. 1523 (2017)5

<i>Infinion Techs. Ams. Corp. v. Mosaid Techs. Inc.,</i> IPR2025-01171 (Dir., Feb. 19, 2026).....	19
<i>Monitoring v. Get-Grin Inc.,</i> 2024 WL 1603403 (D. Del. Apr. 9, 2024)	13, 20
<i>Multi-Color Corp. v. Brook & Whittle LTD,</i> PGR2025-00025 (PTAB July 16, 2025)	14
<i>NEC Corp. v. Peloton Interactive, Inc.,</i> 2024 WL 1533952 (D. Del. Apr. 9, 2024)	14
<i>Owens Corning Roofing & Asphalt, LLC v. Kirsch Research & Dev., LLC,</i> IPR2020-01389 (PTAB Feb. 18, 2021).....	14
<i>Quanta Computer, Inc. v. LG Electronics, Inc.,</i> 553 U.S. 617, 128 S. Ct. 2109 (2008)	6
<i>Rampart IC, LLC v. Egg Med., Inc.,</i> 2025 WL 1100626 (D. Del. Apr. 14, 2025)	13
<i>Shenzhen Root Tech. Co., Ltd. v. Chiaro Tech. Ltd.,</i> IPR2024-01296 (PTAB Feb. 25, 2025).....	16
<i>Shenzhen Touzhu Tech. Co., Ltd. v. Stratasys, Inc.,</i> IPR2025-00438 (Dir., July 17, 2025).....	20
<i>Sotera Wireless, Inc. v. Masimo Corp.,</i> IPR2020-01019 (PTAB Dec. 1, 2020)	2, 15, 16
<i>Speyside Med., LLC v. Medtronic CoreValve, LLC,</i> No. 1:20-cv-00361-JLH-CJB (D. Del. Sept. 30, 2021).....	14
<i>Tesla, Inc. v. Intell’l Ventures II LLC,</i> IPR2025-00217 (Dir., June 13, 2025)	20
<i>Tesla, Inc. v. Intell’l Ventures II LLC,</i> IPR2025-00340 (Dir., Nov. 5, 2025).....	17, 18

Statutes

35 U.S.C. § 41 11, 12

Other Authorities

MPEP 509.038
March 26, 2025 Memorandum: Interim Processes for PTAB Workload
Management.....12

Rules

37 C.F.R. § 1.278

List of Exhibits

Exhibit No.	Description
1001	U.S. Patent No. 9,173,100 (“the ’100 Patent”)
1002	U.S. Patent No. 9,173,100 Certified File History (“the ’100 Patent File History”)
1003	Expert Declaration of Scott Andrews
1004	Scott Andrews Curriculum Vitae
1005	<i>AutoConnect Holdings LLC v. Ford Motor Company</i> , Case No. 1:24-cv-01327-JCG (D. Del) (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.) (February 28, 2025) (“Opposition”)
1007	(New) <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	U.S. Patent No. 9,173,100 with Additions to Specification Highlighted
1009	Summons, <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , Case No. 1:24-cv-01327-JCG (D. Del) (Dec. 10, 2024) (“Return of Service”)
1010-1018	<i>Intentionally left blank.</i>
1019	Amirtahmasebi et al., “Vehicular Networks – Security, Vulnerabilities and Countermeasures, Master of Science Thesis in the program Networks and Distributed Systems,” and accompanying Librarian Declaration (“Amirtahmasebi”)
1020	U.S. Patent Application Pub. No. 2004/0185842 A1 to Spaur (“Spaur”)
1021	U.S. Patent No. 8,788,731 B2 to Peirce (“Peirce”)
1022-1049	<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”)
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”)

Exhibit No.	Description
1053-1057	<i>Intentionally left blank</i>
1058	(New) 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	<i>Intentionally left blank.</i>
1060	TCP/IP Tutorial and Technical Overview 6 th Ed. (International Business Machines Corporation – October 1998) (“IBM TCP/IP Tutorial”)
1061	(New) Ford SYNC Supplemental Guide, November 2007 (“SYNC Guide 2007”)
1062-1081	<i>Intentionally left blank.</i>
1082	M. Wolf, A. Weimerskirch, and C. Paar, “Security in Automotive Bus Systems,” in Workshop on Embedded IT-Security in Cars, Bochum, Germany, November 2004 (“Wolf”)
1083	P. Golle, D. Greene and J. Staddon, “Detecting and correcting malicious data in VANETs.” in Proceedings of the first ACM workshop on Vehicular ad hoc networks, (2004), ACM Press, pp 29–36. (“Golle”)
1084	T. Hoppe, S. Kiltz, and J. Dittmann. “Security threats to automotive CAN networks-Practical examples and selected short-term countermeasures.” <i>Reliability Engineering & System Safety</i> , Vol. 96, Issue 1, January 2011, pp. 11-25 (“Hoppe”)
1085	X. Lin, R. Lu, C. Zhang, H. Zhu, P.-H. Ho and X. Shen, “Security in vehicular ad hoc networks”, <i>IEEE communications magazine</i> . (Apr 30 2008), 46(4), pp.88-95. (“Lin”)
1086	M. Jusufovic and M. Nilsson. "Wireless Security in Road Vehicles-Improving Security in the SIGYN System." (2009). (“Jusufovic”)
1087	D. Nilsson, P. Phung, and U. Larson, “Vehicle ECU Classification Based on safety-Security Characteristics” In Proceedings of the 13th International Conference on Road Transport and Information Control (RTIC), 2008. (“Nilsson”)
1088	B. Parno and A. Perrig, “Challenges in Securing Vehicular Networks,” in Proceedings of the Workshop on Hot Topics in Networks (HotNets-IV), 2005. (“Parno”)
1089-1101	<i>Intentionally left blank.</i>
1102	(New) U.S. Patent and Trademark Office - U.S. 9,020,697 Maintenance Fee Payment Records

Exhibit No.	Description
1103	(New) U.S. Patent and Trademark Office - U.S. 9,123,186 Maintenance Fee Payment Records
1104	(New) U.S. Patent and Trademark Office - U.S. 9,140,560 Maintenance Fee Payment Records
1105	(New) U.S. Patent and Trademark Office - U.S. 9,147,296 Maintenance Fee Payment Records
1106	(New) U.S. Patent and Trademark Office - U.S. 9,147,297 Maintenance Fee Payment Records
1107	(New) U.S. Patent and Trademark Office - U.S. 9,173,100 Maintenance Fee Payment Records
1108	(New) U.S. Patent and Trademark Office - U.S. 9,290,153 Maintenance Fee Payment Records
1109	Intentionally left blank
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) (“Scheduling Order”)
1113-1114	<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”)

Exhibit No.	Description
1120	U.S. Patent and Trademark Office - U.S. 9,173,100 Assignment Abstract
1121	(New) Declaration of Melissa Sheahan
1122-1124	<i>Intentionally left blank.</i>
1125	(New) <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , AutoConnect Infringement Contentions, Case No. 1:24-cv-01327-JCG (D. Del.) Served December 19, 2025
1126-1127	<i>Intentionally left blank.</i>
1128	(New) Ford Motor Company, “Production Purchasing Global Terms and Conditions” (Jan. 1, 2004) (Available at https://fsp.portal.covisint.com/documents/106025/25131282/Global_Production_Terms.pdf/fd1ed09d-7519-4ebb-928e-a7b302dc1331?version=1.0) (“Ford production global terms and conditions 2004”)
1129	<i>Intentionally left blank.</i>
1130	(New) <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , AutoConnect Complaint, Ex. J3, ’100 Patent Infringement Charts, Case No. 1:24-cv-01327-JCG (D. Del.) Filed December 6, 2024
1131	(New) <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , AutoConnect Infringement Contentions, Ex. J2, ’100 Patent Infringement Charts, Case No. 1:24-cv-01327-JCG (D. Del.) Served December 19, 2025
1132	<i>Intentionally left blank.</i>
1133	(New) <i>AutoConnect Holdings LLC v. Ford Motor Company</i> , Ford Motion to Stay, Case No. 1:24-cv-01327-JCG (D. Del.) (Redacted) (March 5, 2026)
1134-1136	<i>Intentionally left blank.</i>
1137	(New) <i>Flextronics AP, LLC v. Christopher Ricci</i> No. 5:26-cv-00117-JCG (N.D. CA) (January 6, 2026) (“Flex v. Ricci Complaint”)
1138-1140	<i>Intentionally left blank.</i>
1141	(New) Excerpt of <i>AutoConnect v. Toyota/GM</i> Case Schedule Correspondence, <i>AutoConnect Holdings, LLC v. General Motors LLC</i> , No. 2:24-cv-00877-JRG-RSP (E.D. Tex.) (March 4, 2026) (“Toyota/GM Case Schedule Correspondence Excerpt”)
1142-1150	<i>Intentionally left blank.</i>
1151	File Wrapper of 61/560,509 (the “First Provisional”)

Exhibit No.	Description
1152	File Wrapper of 61/637,164 (the “Second Provisional”)
1153	File Wrapper of 61/646,747 (the “Third Provisional”)
1154	File Wrapper of 61/653,275 (the “Fourth Provisional”)
1155	File Wrapper of 61/653,264 (the “Fifth Provisional”)
1156	File Wrapper of 61/653,563 (the “Sixth Provisional”)
1157	File Wrapper of 61/663,335 (the “Seventh Provisional”)
1158	File Wrapper of 61/672,483 (the “Eighth Provisional”)
1159	File Wrapper of 61/714,016 (the “Ninth Provisional”)
1160	File Wrapper of 61/715,699 (the “Tenth Provisional”)
1161	File Wrapper of U.S. Patent Publication No. 2013/0145482 (the “First Non-Provisional”)
1162	U.S. DOT Final Report, FHWA-JPO-17-483, “Development of DSRC Device and Communication System Performance Measures, Recommendations for DSRC OBE Performance and Security Requirements,” May 22, 2016. (“FHWA-JPO-17-483”)
1163	U.S. DOT, FHWA-JPO-12-061, “Communications Data Delivery System Analysis, Task 2 Report: High-Level Options for Secure Communications Data Delivery Systems,” June 21, 2012. (“FHWA-JPO-12-061”)
1164	U.S. DOT Final Draft, FHWA-JPO-18-686 “National Security Credential Management System (SCMS) Deployment Support, Potential SCMS Ownership and Governance Models,” June 22, 2018. (“FHWA-JPO-18-686”)
1165	U.S. DOT Final Report, FHWA-JPO-09-003, “Vehicle Infrastructure Integration Proof of Concept Executive Summary – Vehicle,” May 19, 2009. (“FHWA-JPO-09-003”)
1166	U.S. DOT Final Report, FHWA-JPO-09-043, “Vehicle Infrastructure Integration Proof of Concept Results and Findings Summary – Vehicle,” May 19, 2009. (“FHWA-JPO-09-043”)
1167	U.S. DOT Final Report, FHWA-JPO-09-017, “Vehicle Infrastructure Integration Proof of Concept Technical Description – Vehicle,” May 19, 2009. (“FHWA-JPO-09-017”)
1168	U.S. Patent No. 7,734,050 B2 to Tengler (“Tengler Digital Certificate Pool”)
1169	U.S. Patent No. 7,742,603 B2 to Tengler (“Tengler Security for Anonymous Vehicular Broadcast Messages”)

I. INTRODUCTION

The Director should deny Patent Owner AutoConnect’s Request for Discretionary Denial (Paper 6) because this *inter partes* review (IPR) presents the same core circumstances in which the Director has recently rejected AutoConnect’s discretionary-denial theories in related IPRs—namely, (i) Ford’s objectively reasonable reliance on its longstanding supplier relationship with Flextronics, the original owner of the challenged patents, and (ii) the absence of any efficiency basis for denying institution where the schedule of the related litigation¹ (“Related Litigation”) does not outpace this proceeding and the Petitioner has meaningfully mitigated overlap. These facts align with the Director’s determinations in Ford’s related IPRs involving AutoConnect, that discretionary denial was not warranted on comparable records.

First, settled expectations do not support denial here. Ford’s decade-long customer–supplier relationship with Flextronics—combined with Flextronics’ role as the original owner of the ’100 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

¹ *AutoConnect Holdings LLC v. Ford Motor Co.*, No. 1:24-cv-01327-JCG (D. Del.)

maintenance fees—including the '100 Patent—undercuts AutoConnect's claimed "settled expectations" in the uninterrupted enforceability of the patent rights it now asserts.

Second, the *Fintiv* factors also favor institution. The Related Litigation in Delaware remains at an early stage relative to the Board's schedule; Ford has sought a stay in view of the USPTO's review of the asserted patents; and Ford has filed a *Sotera* stipulation to eliminate duplication concerns and to ensure the IPR serves as a true alternative to district court invalidity proceedings on printed-publication grounds. Finally, Patent Owner's request overstates any supposed claim-construction "inconsistency": 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 '100 Patent in the district court if this IPR is instituted. For all these reasons, discretionary denial is unwarranted and institution should be granted.

II. ARGUMENT

A. Settled Expectations of the Parties Weigh Against Discretionary Denial

As in IPR2025-01342, IPR2025-01383, and IPR2025-01524, Flextronics is the original owner of the challenged patent and has continuously supplied the accused SYNC system to Ford for over ten years. Also, like IPR2025-01342, and

IPR2025-01524, AutoConnect failed to pay the maintenance fee for the challenged patent causing it to lapse – here for over 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 '100 Patent

Ford released its first-generation SYNC infotainment system in 2007. (Ex. 1061, 3.) Ford started working with Flextronics (“Flextronics” or “Flex”) 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. 13/828,960 on March 14, 2013, that issued as the '100 Patent. (Ex. 1001, Cover.) The '100 Patent claims priority to multiple provisional applications, including U.S. No. 61/663,335 filed June 22, 2012, which references Ford:

FLEXTRONICS

Flextronics Adaptive Automotive Architecture

A Proactive Approach to Automotive Connectivity

The Flextronics Adaptive Automotive Architecture (FlexAA) is transforming the way manufacturers control their vehicle connectivity and multi-modal communications through a flexible and cost-effective architecture.

Evolution Increases Data Complexity

From simple engine and multiple using hardware to flat screens and protocol based data systems, OEMs have evolved their in-vehicle electronic environments. The current convergence of land and mobile technologies has provided exponential growth to the sheer amount of automotive manufacturing – but not without risk.

The biggest challenge is the management and integration of an ever-increasing number of data sources that ensure that the vehicle operates correctly and safely, to have information features that match the consumer's desire, and to meet regulatory requirements as they evolve.

Multiple Clouds Create More Risk

Increasing, Cloud based infrastructures and resources are being deployed to meet the demand for automotive data. As a result, there are today numerous cloud services vying to handle the disparate needs of the vehicle creating additional challenges for the manufacturer such as:

- Increased security risk for cyber attacks
- Increased need for interoperability of the device systems
- Increased constraints on design changes due to the locked in technology

The Driving Experience Creates "BRAND" Perception

Consumers want to be able to integrate their digital lifestyles into their vehicles and have all their services from their fingertips and voice. When they experience their Flextronics product, it puts the vehicle's brand reputation at risk. Given the increasing number of complex data streams and cloud based service systems available and the challenges they present, the ability for the manufacturer to control the driving experience in the current environment is in jeopardy.

For more information about the FlexAA, please contact Chris Picco at chris.picco@flextronics.com or 408.578.1979

Flextronics is a leading Electronic Manufacturing Services (EMS) provider that offers complete design, engineering, manufacturing and assembly services. With a strong presence in automotive, Flextronics helps automotive OEMs, manufacturers, dealers and service providers optimize their vehicles.

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Ford Ex. 1157 Page 58 of 111

Ex. 1157, 58, 61

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 '100 Patent to AutoConnect on May 20, 2015, but did not inform Ford. (Ex. 1120, 2.) Ford remained unaware of any such transfer until AutoConnect contacted Ford in December 2023 to assert the '100 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. (Ex. 1128, § 19.) Flextronics assigned the '100 Patent to AutoConnect “with no license for Flex, Flex AP, or their customers to practice Flex and Flex AP’s patents.” (Ex. 1120, 2; 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). (Ex. 1137, ¶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[.]” (Ex. 1137, ¶10).

Regardless of the terms of the agreement between Flextronics and

² Mr. Ricci is Flex’s former Deputy General Counsel, the first named inventor of all asserted patents, and AutoConnect’s current co-owner. (Ex. 1137, ¶2, 4, 32.)

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 Flextronics supplies to Ford. (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 this evidence provides “no evidence that Flextronics supplies the accused systems” and “Flextronics *does not and never has* supplied Ford with any products or systems accused of infringement.” (Request, 5, emphasis in original.) That is demonstrably incorrect. AutoConnect broadly accuses: “All Ford vehicles ..., vehicle communication systems, **in-vehicle multimedia and infotainment systems**, and ... hardware and software that enable security measures in Ford vehicles,” as allegedly infringing the ’100 Patent claims. (Ex. 1125, 6³.) AutoConnect cites SYNC related evidence over 100 times throughout the complaint (Ex. 1005) and specifically references SYNC in its infringement charts, *i.e.*, “the ’100 Accused Instrumentalities have used several versions of the infotainment system software, including Sync 3, Sync 4, Sync 4A (the ‘Sync Systems’), and Ford Digital Experience (‘FDE’)”. (Ex. 1131, 1.)

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. (Ex. 1137, ¶125, “In its litigation against Ford,

³ Emphasis added by Petitioner unless otherwise noted.

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 SYNC systems and SYNC software versions, and (ii) argue that Flextronics’ admitted supply of those SYNC systems is irrelevant because the accusation is “really” about some narrower security feature.

AutoConnect further argues that “‘SYNC’ is not a single, static system; it has been repeatedly overhauled, with the later generation systems in the accused vehicles supplied by other vendors.” (Request, 7.) 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” 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 were the *sole* supplier”. (Request, 7, 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. (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 supplier's patents, regardless of the source of the accused goods.

b. AutoConnect has not commercialized or licensed the '100 Patent

The '100 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, at 2-3 (Dir., Sept. 4, 2025) (Informative). As a non-practicing entity (NPE), AutoConnect has not commercialized or marketed products with the '100 Patent. Further, AutoConnect first publicly asserted the '100 Patent in October 2024 against General Motors, and there is no record of AutoConnect licensing the '100 Patent. For example, AutoConnect continues to pay the maintenance fees for the '100 Patent as a small entity (Ex. 1107), 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).

c. AutoConnect held the '100 Patent for many years without alleging infringement

AutoConnect took ownership of the '100 Patent in May 2015 but waited until 2023 to assert it against Ford. (*See* Ex. 1120; 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.”)

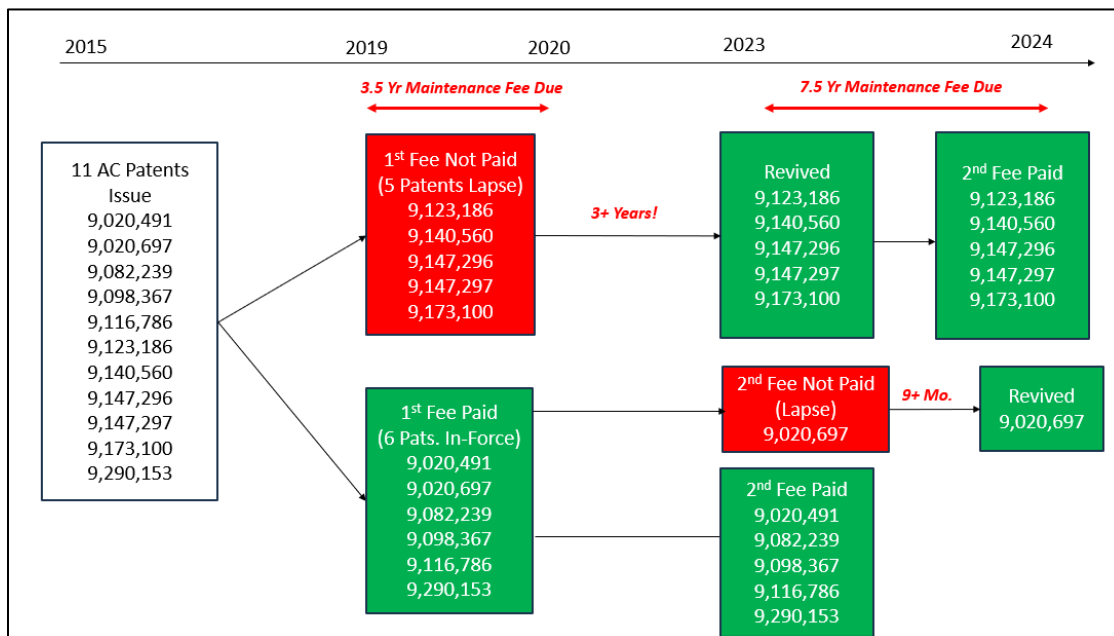
Ford commercialized the SYNC infotainment system in 2007 and partnered with Flextronics to manufacture the second-generation SYNC system in 2010. (Exs. 1117, 1118.) AutoConnect had actual knowledge of Ford’s infotainment systems, *e.g.*, by its reference to Ford in a claimed provisional application U.S. 61/663,335 filed June 22, 2012 (Ex. 1157, 58, 61), and the original owner of the '100 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 General Motors in October 2024.

2. AutoConnect’s failures to Pay Maintenance Fees Cuts Against Any Settled Expectations

AutoConnect argues that “the '100 patent issued *over a decade ago*, an age

that weighs strongly in favor of discretionary denial.” (Request, 4, emphasis in original.). Although the ’100 Patent issued in 2015, AutoConnect failed to pay the first maintenance fee by the deadline of October 27, 2019, resulting in the ’100 Patent lapsing. (Ex. 1107.) AutoConnect did not revive the ’100 Patent until April 5, 2023, *i.e.*, over three years after it lapsed. (Ex. 1107, 2; Ex. 1002, 1175-1177.)

AutoConnect has a history of allowing its patents to lapse. Patent Owner allowed five asserted patents to lapse in 2019, including the ’100 Patent, 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 U.S. 9,020,697 to lapse in 2023 for failure to pay the second maintenance fee. (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 '100 Patent, (shown in red); it timely paid maintenance fees on other patents, such as the '153 Patent (shown in green). (*See Exs. 1107, 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.

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 '100 Patent was revived. AutoConnect argues that Ford was not "aware of this lapse before litigation." (Request, 9.) 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 alleging it “promptly corrected the error once ... discovered.” (Request, 10.) However, the ’100 Patent lapsed on October 28, 2019, and AutoConnect did not revive it until April 5, 2023, which is far from prompt. (Ex. 1107, 2; Ex. 1002, 1175-1177.) AutoConnect also argues its many lapses over four years amount to “a few, isolated administrative issues” (Request, 10.) But AutoConnect’s purported excuse for the lapse is not relevant to Ford’s expectations arising as a consequence of it, *e.g.*, intervening rights under 35 U.S.C. § 41(c)(2). In addition, AutoConnect does not explain how the ’697 Patent lapse in 2023 stems from the “isolated” patent lapses in 2019.

B. The *Fintiv* Factors Favor Institution

The *Fintiv* factors strongly favor institution. *Apple Inc. v. Fintiv, Inc.*, IPR2020-00019, Paper 11 (PTAB Mar. 20, 2020) (Precedential); *see also* March 26, 2025 Memorandum: Interim Processes for PTAB Workload Management (“March 2025 Memo”).

1. Factor 1: The Likelihood of a Stay Favors Institution

Factor 1 favors institution. Ford filed a motion to stay the Related Litigation on February 26, 2026 based on the IPRs and EPRs challenging all thirteen asserted patents and Flextronics' dispute with AutoConnect and Christopher Ricci regarding the assignment of the asserted patents. (Ex. 1133; Ex. 1137.) AutoConnect argues that a stay is unlikely because not all asserted patents are challenged by IPRs. (Request, 11.) However, the Delaware Court routinely grants a stay where, as here, all asserted patents are subject to USPTO review, including IPR and *ex parte* reexam (EPR). *Monitoring v. Get-Grin Inc.*, No. 22-647-WCB, 2024 WL 1603403, *5-6 (D. Del. Apr. 9, 2024); *Ever Win Int'l Corp. v. RadioShack Corp.*, 902 F. Supp. 2d 503, 505-07 (D. Del. 2012).

In Delaware, stays are often granted when all asserted claims are challenged by IPRs. *Consumeron, LLC v. MapleBear Inc.*, No.1:21-1147-GBW-MPT, 2023 WL 3434002, at *2 (D. Del. May 12, 2023). Stays are also granted when asserted patents are challenged by EPR. *Rampart IC, LLC v. Egg Med., Inc.*, 1:24-cv-00643, 2025 WL 1100626, *5 (D. Del. Apr. 14, 2025) (Jennifer Choe-Groves, J. (presiding over the Related Litigation)).

Although all thirteen asserted patents are subject to USPTO review, the Delaware Court will also grant a stay when less than all asserted patents are challenged, but there is overlap in the patents. *See e.g., NEC Corp. v. Peloton*

Interactive, Inc., No. 22-987-CJB, 2024 WL 1533952, *1 (D. Del. Apr. 9, 2024);
Speyside Med., LLC v. Medtronic CoreValve, LLC, No. 1:20-cv-00361-JLH-CJB,
D.I. 155 (D. Del. Sept. 30, 2021).

2. Factor 2: The Parallel Trial Date Weighs Against Discretionary Denial

Factor 2 strongly favors institution. The Related Litigation in Delaware is in its early stages, and trial is scheduled for October 25, 2027—over four months after the projected final written decision here. (Ex. 1112, 29.)

Referencing the timing of its litigation with Toyota and GM in the Eastern District of Texas, AutoConnect argues that it would be inefficient “to have three separate proceedings involving validity challenges of the ’100 patent[.]” (Request, 11-12.) Ford is not a party to the Toyota/GM litigation, and those defendants recently filed a motion to stay that litigation too. *AutoConnect Holdings, LLC v. Toyota Motor Corp.*, No. 2:24-cv-00802-JRG-RSP, ECF No. 124 (E.D. Tex., Dec. 5, 2025). The PTAB has “found that *Fintiv* factor 2 weighed strongly against exercise of discretion” when “Petitioner is not a party to the [other] Litigation.” *Bose Corp., v. Koss Corp.*, IPR2021-00612, Paper 15, 24 (PTAB Sept. 15, 2021) citing *Owens Corning Roofing & Asphalt, LLC v. Kirsch Research & Dev., LLC*, IPR2020-01389, Paper 11, 11 (PTAB Feb. 18, 2021). See also *Multi-Color Corp. v. Brook & Whittle LTD*, PGR2025-00025, Paper 10, 2 (PTAB July 16, 2025).

Additionally, if there is any inefficiency, it is due to AutoConnect asserting the '100 Patent in multiple venues against multiple parties. AutoConnect alleges that “GM is coordinating validity challenges with Ford” because Ford provided SYNC System prior art documents. (Response, 12; Ex. 2021, 8.) Supplying such prior art reflects ordinary access to information, not shared control, agency, or a unified strategy.

3. Factor 3: The Investment in Parallel Proceedings Weighs Against Discretionary Denial

Factor 3 strongly favors institution. By institution, neither the parties nor the Delaware court will have invested significant resources in the Related Litigation. Discovery has just started, AutoConnect recently provided its initial infringement contentions (Ex. 1125), claim construction has not started, and the claim construction hearing is scheduled for September 3, 2026. (Ex. 1112, 28.)

4. Factor 4: The Overlap Between Petition and Parallel Proceeding Weighs Strongly Against Discretionary Denial Because Ford Agreed to *Sotera* Stipulations

Factor 4 strongly favors institution. Ford challenged all claims of the '100 Patent in the IPR. (Pet., 4.) Further, Ford filed a *Sotera* stipulation on January 14, 2026, mitigating concerns regarding duplicating efforts and inconsistent conclusions. (Paper 5.) *See Sotera Wireless, Inc. v. Masimo Corp.*, IPR2020-01019, Paper 12 (PTAB Dec. 1, 2020) (Precedential). Additionally, as explained

below with reference to Factor 6, Ford offers a *Sotera*-like litigation stipulation to withdraw its indefiniteness arguments for the '100 Patent in the district court if this IPR is instituted.

AutoConnect argues that the Petition overlaps with the GM litigation because GM included two of the four asserted references in its initial invalidity contentions. (Request, 13-14; Ex. 2020.) However, the asserted art is only two of the at least 32 references listed in Ex. 2020, which is an excerpt and does not include the full list, undermining AutoConnect's assertion of overlap. Further, AutoConnect asserts claims 9-11 and 15 against Ford that it does not assert against GM, further reducing any alleged overlap. (Ex. 1125, 2-3; Ex. 1141, 1.)

5. Factor 5: Whether the Parties Are the Same Is Neutral

Factor 5 is neutral. The parties before the Board and in the Related Litigation are the same. *See Shenzhen Root Tech. Co., Ltd. v. Chiaro Tech. Ltd.*, IPR2024-01296, Paper 9, 19-20 (PTAB Feb. 25, 2025) (finding this factor neutral where parties are the same in both proceedings).

6. Factor 6: Other Considerations Weigh Strongly Against Discretionary Denial

Factor 6 strongly favors institution.

a. Claim Construction

AutoConnect argues that Ford has taken inconsistent claim construction

positions. (Request, 15.) 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 ’100 Patent fall squarely in this category.

The ’100 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, 6:37-44.) Ford argued in district court that this definition renders claims 1, 9, and 17 indefinite because a list of claim elements cannot be both conjunctive and disjunctive. (Ex. 1115, 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 (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 identifies an AUTOSAR “firewall” for satisfying the “*firewall and/or gateway*” limitation. (Ex. 1130, 6-8.)

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. (Pet., 8.) However, the Petition also explained how the prior art discloses more than one limitation for certain claims. For example, claim limitation 1[f] requires “*wherein the isolation is one or more of:*” options (1), (2), (3) “and” (4). (*Id.*, 30-31.) The Petition identified options (1), (2), and (3) as disclosed by Amirtahmasebi. (*Id.*, 31-33.) The Petition’s approach fits squarely within the framework articulated in *Tesla*, because—regardless of any boundary uncertainty—a PHOSITA would have understood that the asserted prior art satisfies the challenged limitations.

AutoConnect identifies six terms from Ford’s invalidity contentions.

(Request, 15-16.) Terms (3), (5), and (6) 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 ’100 Patent from the Related Litigation if the PTAB institutes this IPR. Ford’s stipulation “resolves any potential inconsistency ... between forums.” *Caption Health, Inc. v. The 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 (Dir., Feb. 19, 2026).

a. AutoConnect now identifies a later priority date

During examination, AutoConnect claimed priority to multiple provisional applications including an earliest filing date of November 16, 2011. (Ex. 1001, cover.) However, in District Court, AutoConnect now identifies October 18, 2012, as the earliest priority date to which each asserted claim of the ’100 Patent is entitled to. (Ex. 1125, 77.) AutoConnect does not explain why it claimed different priority dates in different forums.

b. Complex litigation favors institution

The PTAB has held that it is more efficient for the PTAB to resolve disputes between parties when there is a large number of parties and patents in a multitude of districts. *See Harbor Freight Tools USA, Inc. et al. v. Champion Power Equipment, Inc.*, IPR2025-00805, Paper 20 (PTAB Sept. 19, 2025); *see also Berkshire Hathaway Energy Co. et al. v. Birchtech Corp.*, IPR2025-00274, Paper 23 (PTAB July 2, 2025). The Board has also held that “[t]he large number and vast scope of the patents asserted in the district court litigation ... weighs against discretionary denial, as the Board is better suited to review a large number of patents involving diverse subject matter.” *Shenzhen Touzhu Tech. Co., Ltd. v. Stratasys, Inc.*, IPR2025-00438, Paper 10, 3 (Dir., July 17, 2025) (Decision Referring to the Board, *citing Tesla, Inc. v. Intell’l Ventures II LLC*, IPR2025-00217, Paper 9, 2-3 (Dir., June 13, 2025).) The District of Delaware recently expressed a similar view, *i.e.*, “it makes sense to ask the agency that issued the patent in the first place to decide whether it made a mistake.” *Monitoring*, 2024 WL 1603403, *5 (D. Del. Apr. 9, 2024).

III. CONCLUSION

Ford requests the Director deny the Request and grant institution.

Respectfully submitted,

Dated: March 11, 2026

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Certificate of Service

The undersigned hereby certifies that on **March 11, 2026**, a complete and entire copy of **Petitioner’s Opposition to Patent Owner’s Request for Discretionary Denial**, including all new exhibits, 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 20 pages, 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).

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