

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

AUTOCONNECT HOLDINGS LLC,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendants.

Case No. 24-cv-1327-CFC

JURY TRIAL DEMANDED

**PLAINTIFF AUTOCONNECT'S OPPOSITION TO DEFENDANT'S
MOTION TO DISMISS PURSUANT TO FED. R. CIV. 12(b)(6)**

Dated: February 28, 2025

Brian E. Farnan (Bar No. 4089)
Michael J. Farnan (Bar No. 5165)
FARNAN LLP
919 North Market Street, 12th Floor
Wilmington, DE 19801
Phone: (302) 777-0300
bfarnan@farnanlaw.com
mfarnan@farnanlaw.com

William R. Woodford (admitted *pro hac vice*)
Todd S. Werner (admitted *pro hac vice*)
Jason M. Zucchi (admitted *pro hac vice*)
AVANTECH LAW, LLP
80 South 8th Street, Suite 900
Minneapolis, MN 55402
Phone: (612) 895-2721
woodford@avantechlaw.com
werner@avantechlaw.com
zucchi@avantechlaw.com
*Attorneys for Plaintiff AutoConnect Holdings
LLC*

TABLE OF CONTENTS

	Page(s)
I. INTRODUCTION	1
II. ARGUMENT SUMMARY	1
III. STATEMENT OF FACTS	3
IV. LEGAL STANDARD	5
V. ARGUMENT.....	5
A. Claims Reciting “And/Or” Are Not Indefinite and Cannot Be Dismissed at This Stage.	5
1. The Term “And/Or” Is Not Indefinite.....	5
2. Lists Reciting “And/Or” with Other Conjunctions Are Not Indefinite.	8
3. Ford’s Indefiniteness Allegations Require Claim Construction and Are Inappropriate at the Pleading Stage.....	11
B. AutoConnect Sufficiently Pled Infringement of the ’100 Patent.	13
1. AutoConnect’s Complaint Plausibly Pleads Infringement	14
2. Ford’s Factual Disputes Cannot Be Resolved Through a Motion to Dismiss.....	16
3. The Sufficiency of AutoConnect’s Allegations for the ’100 Patent Is Further Supported by the Rule in <i>Hoffman-LaRoche</i>	17
C. AutoConnect Sufficiently Pled Infringement of the ’491 Patent.....	19
VI. CONCLUSION.....	22

TABLE OF AUTHORITIES

Cases

Akzo Nobel Coatings, Inc. v. Dow Chem. Co.,
811 F.3d 1334 (Fed. Cir. 2016)6

Ashcroft v. Iqbal,
556 U.S. 662 (2009)5

Audio MPEG, Inc.v. HP Inc.,
Elettronica Spa, No. 2:15-cv- 00073HCM-RJK, 2016 WL 7010947
(E.D. Va. July 1, 2016)..... 11, 12

Bell Atlantic Corp. v. Twombly,
550 U.S. 544 (2007).....14

Blackbird Tech v. Uber Techs., Inc.,
No. CV 19-561 (MN), 2020 WL 58535 (D. Del. Jan. 6, 2020)..... 11

Boston Sci. Corp. v. Nevro Corp.,
415 F. Supp. 3d 482 (D. Del. 2019).....21

Bot M8 LLC v. Sony Corp. of Am.,
4 F.4th 1342 (Fed. Cir. 2021)15

Chiesi USA Inc. v. MSN Pharms. Inc.,
No. CV 19-18564, 2021 WL 4843806 (D.N.J. Oct. 18, 2021).....7

Cipher Pharms. Inc. v. Actavis Lab’ys FL, Inc.,
99 F. Supp. 3d 508 (D.N.J. 2015)7

Document Sec. Sys., Inc. v. Nichia Corp.,
No. CV 19-08172 JVS (JEMX), 2024 WL 3515886
(C.D. Cal. July 12, 2024)12

Fujitsu Ltd. v. Netgear Inc.,
620 F.3d 1321 (Fed. Cir. 2010) 14, 15

Hoffmann La-Roche v. Invamed Inc.,

213 F.3d 1359 (Fed. Cir. 2000) 13, 17, 18

Horizon Pharma, Inc. v. Dr. Reddy’s Lab’ys Inc.,
839 F. App’x 500 (Fed. Cir. 2021)12

Hydrogen Master Rts., Ltd. v. Weston,
228 F. Supp. 3d 320 (D. Del. 2017)17

In re Qualcomm Litig.,
No. 17-CV-00108-GPC-MDD, 2018 WL 2229344
(S.D. Cal. May 16, 2018).....8

In re TLI Commc'ns LLC Pat. Litig.,
87 F. Supp. 3d 773 (E.D. Va. 2015) 11, 12

IQASR LLC v. Wendt Corp.,
825 F. App'x 900 (Fed. Cir. 2020).....13

Koki Holdings Co. v. Kyocera Senco Indus. Tools, Inc.,
No. CV 18-313-CFC, 2021 WL 1092579 (D. Del. Mar. 22, 2021).....13

LoganTree LP v. Omron Healthcare, Inc.,
No. CV 18-1617 (MN), 2019 WL 4538730 (D. Del. Sept. 19, 2019).....20

Maxell, Ltd. v. Amperex Tech. Ltd.,
94 F.4th 1369 (Fed. Cir. 2024)6

Nalco Co. v. Chem-Mod, LLC,
883 F.3d 1337 (Fed. Cir. 2018) 5, 14, 17, 19, 21

Nature Simulation Sys. Inc. v. Autodesk, Inc.,
50 F.4th 1358 (Fed. Cir. 2022)11

Nautilus, Inc. v. Biosig Instruments, Inc.,
572 U.S. 898 (2014).....6

Netword, LLC v. Centraal Corp.,
242 F.3d 1347 (Fed. Cir. 2001)15

Network Managing Sols., LLC v. AT&T Inc.,

No. 16-cv-295, 2017 WL 472080 (D.Del. Feb. 3, 2017).....16

Pavilion Techs., Inc. v. Emerson Elec. Co.,
No. A-05-CA-898-SS, 2006 WL 6210180 (W.D. Tex. Sept. 5, 2006)7

Realtime Adaptive Streaming LLC v. Netflix, Inc.,
No. cv-17-1692-CFC-SRF, 2018 WL 6521978
(D. Del. Dec. 12, 2018).....16

Stoneridge Control Devices, Inc. v. ZF N. Am., Inc.,
645 F. Supp. 3d 699 (E.D. Mich. 2022).....12

Stragent, LLC v. BMW of N. Am., LLC,
No. 6:16-CV-446-RWS-KNM, 2017 WL 2821697
(E.D. Tex. Mar. 3, 2017)19

Stuart v. Rust-Oleum Corp.,
272 F. Supp. 3d 1019 (S.D. Ohio 2017)..... 11, 12

Trs. of Columbia Univ. v. Symantec Corp.,
811 F.3d 1359 (Fed. Cir. 2016)12

I. INTRODUCTION

About a year before filing the Complaint, AutoConnect formally notified Ford of infringement involving 18 of AutoConnect’s patents, accompanied by detailed infringement claim charts. Recognizing the limitations of publicly available information to verify some aspects of infringement, AutoConnect sought discussions with Ford to clarify AutoConnect’s understanding of how a small set of features are implemented in Ford vehicles. Ford, however, summarily denied infringement, refused to provide any information about its vehicles, and unilaterally declared the matter closed.

Faced with this impasse, AutoConnect sued, alleging that Ford infringes 13 of its patents. AutoConnect’s Complaint includes detailed allegations, as well as claim charts with comprehensive explanations and evidence that address each claim element. Despite the thoroughness of AutoConnect’s allegations, Ford moves to dismiss 7 patents, incorrectly asserting that AutoConnect’s allegations fail to meet the “plausibility” standard. Moreover, Ford’s motion improperly urges the Court to adjudicate claim construction issues and factual disputes, which are premature at the motion to dismiss stage.

II. ARGUMENT SUMMARY

1. **Indefiniteness**: The meanings of the claim elements containing “and/or” are reasonably clear to a person of ordinary skill in the art who has read

the specification, which provides a detailed explanation and examples that confirm the meaning of the phrase. There is nothing improper with claim language that identifies several options for a particular claim element, and Ford cannot meet its high burden of proving indefiniteness by clear and convincing evidence. Ford's indefiniteness argument also fails because it requires claim construction, which is inappropriate at the pleading stage.

2. **The '100 Patent**: Before suing, AutoConnect contacted Ford, explaining its belief that Ford's vehicles infringed the '100 patent based on the implementation of an automotive software architecture standard known as AUTOSAR. AutoConnect provided a detailed explanation of infringement based on the AUTOSAR standard, including identification of Ford's role as a core, longstanding member of the group that developed it. Because information about Ford's vehicle security mechanisms is not publicly accessible, AutoConnect invited Ford to correct any misunderstanding in AutoConnect's allegations. Ford declined the invitation. Consequently, AutoConnect filed suit based on its reasonable interpretation of the public record. The Complaint sets forth detailed and plausible allegations that Ford's vehicles implement security measures that infringe the '100 patent. The unsubstantiated and vague denials from Ford's attorneys that their vehicles do not follow the AUTOSAR standard do not merit dismissal.

3. **The '491 Patent**: AutoConnect's Complaint provides detailed factual allegations concerning the accused vehicles, including explanation, examples, and evidence, that support a plausible allegation that the accused instrumentalities "determine load" as required by the claims of the '491 patent. Ford's disagreement with the meaning of "determine load" or the factual basis for AutoConnect's allegations cannot support dismissal of any counts of the Complaint.

III. STATEMENT OF FACTS

AutoConnect was founded in 2015 to research, develop, and commercialize pioneering automotive technologies. Over the years, AutoConnect has accumulated a robust patent portfolio built on the extensive expertise of its members. D.I. 1, ¶ 1. This portfolio comprises nearly 100 issued patents and pending applications for new and improved vehicle technology that significantly advanced the automotive industry. *Id.* ¶ 2.

This motion implicates 7 out of the 13 asserted patents: U.S. Patent Nos. 9,020,491 ("the '491 patent"), 9,020,697 ("the '697 patent"), 9,082,239 ("the '239 patent"), 9,098,367 ("the '367 patent"), 9,123,186 ("the '186 patent"), 9,173,100 ("the '100 patent"), and 9,290,153 ("the '153 patent") (collectively, the "AutoConnect Patents"). *Id.* ¶ 14.

In December 2023, about a year before filing suit, AutoConnect sent Ford a letter accompanied by claim charts detailing Ford's infringement of 18 patents.

D.I. 1, ¶ 34; Ex. 1.¹ For the '100 patent, AutoConnect highlighted Ford's longstanding partnership (since 2003) with the group that created the AUTOSAR standard, at least portions of which Ford appears to have implemented in its vehicles. Ex. 1 at 4. AutoConnect acknowledged "the public information lacks specificity to definitively confirm [the claim elements of the '100 patent and a few other patents] are implemented in Ford vehicles" and requested a teleconference to ensure AutoConnect "correctly understand[s] the implementation of the features relevant to these AutoConnect patents." *Id.* at 2. To facilitate such discussions, AutoConnect offered to maintain any information on a confidential, outside-counsel-only basis. *Id.*

In a May 2024 response, Ford alleged that its vehicles did not infringe any of the 18 patents without substantiating its claims or disclosing relevant vehicle information requested by AutoConnect. D.I. 1, ¶ 37; Ex. 2. In a follow-up letter, AutoConnect referenced Ford's failure to provide the requested non-public information, including information to show whether the security mechanisms used by Ford deviated from the portions of the AUTOSAR standard AutoConnect identified in its claim chart for the '100 patent. D.I. 1, ¶ 38; Ex. 3. Despite

¹ AutoConnect offers exhibits solely to demonstrate that, before suing, it sought information related to its allegations of infringement for the '100 patent and Ford refused to provide such information.

AutoConnect’s repeated request, Ford reiterated its conclusory denial of infringement and declared the matter closed. D.I. 1, ¶ 39; Ex. 4.

IV. LEGAL STANDARD

When a complaint contains “sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face,’” it cannot be dismissed at the pleading stage. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). In ruling on a motion to dismiss, factual allegations must be accepted as true, and all reasonable inferences must be construed in favor of the plaintiff. *Id.* To meet that standard, one need not “prove its case.” *Nalco Co. v. Chem-Mod, LLC*, 883 F.3d 1337, 1350 (Fed. Cir. 2018).

V. ARGUMENT

A. Claims Reciting “And/Or” Are Not Indefinite and Cannot Be Dismissed at This Stage.

Ford’s indefiniteness challenge fails for at least two reasons. First, there is no ambiguity about the meaning of “and/or,” especially when interpreted in view of the specification of the AutoConnect Patents. Second, Ford’s arguments hinge on claim construction disputes that are not properly addressed at the pleading stage, such that its motion is procedurally flawed.

1. The Term “And/Or” Is Not Indefinite.

A patent is only invalid for indefiniteness when the claims fail to inform those skilled in the art about the scope of the invention with reasonable certainty.

Nautilus, Inc. v. Biosig Instruments, Inc., 572 U.S. 898, 901 (2014). Indefiniteness is a question of law based on underlying questions of fact, considered from the perspective of a person of ordinary skill in the art. *Akzo Nobel Coatings, Inc. v. Dow Chem. Co.*, 811 F.3d 1334, 1343 (Fed. Cir. 2016). Indefiniteness must be proven by clear and convincing evidence. *Maxell, Ltd. v. Amperex Tech. Ltd.*, 94 F.4th 1369, 1372 (Fed. Cir. 2024).

The term “and/or” as used in the asserted claims is widely understood, and its meaning is described in the specifications of the AutoConnect Patents:

The phrases “at least one,” “one or more,” and “and/or” are open-ended expressions that are both conjunctive and disjunctive in operation. For example, each of the expressions “at least one of A, B, and C,” “at least one of A, B, or C,” “one or more of A, B, and C,” “one or more of A, B, or C” and “A, B, and/or C” means A alone, B alone, C alone, A and B together, A and C together, B and C together, or A, B and C together.

E.g., D.I. 1-4, 15:58–65.² The specifications confirm that “and/or” is both conjunctive (such that the claim covers the presence of more than one of the listed items) and disjunctive (such that the claim covers the presence of a single listed item). The phrase indicates, in no uncertain terms, that the claims are satisfied by the presence of one or more items in the recited lists.

² AutoConnect cites the ’697 patent specification for brevity. The specifications of the other five patents challenged for indefiniteness contain the same statement.

Despite Ford’s acknowledgment that “the specifications expressly define the terms ‘and/or’ as ‘***both conjunctive and disjunctive in operation***’” (emphasis original), Ford wrongly argues that one must choose between the conjunctive and disjunctive meanings. D.I. 12 at 10 (“Depending on whether the conjunctive or the disjunctive definition is applied, the claim has two very different scopes.”). This premise is contradicted not only by the specification, but also by Ford’s own case, *Pavilion Techs., Inc. v. Emerson Elec. Co.*, No. A-05-CA-898-SS, 2006 WL 6210180 (W.D. Tex. Sept. 5, 2006). The defendant in *Pavilion* (as Ford does here) argued that “the words ‘and’ and ‘or’ have ‘different and mutually-incompatible meanings’ and thus there is no way to ascertain what this claim means.” *Id.* at *11. The court rejected this argument, explaining that “most, if not all, ordinary speakers of the English language should recognize that ‘and/or’ has a particularized meaning that is distinct from the individual words ‘and’ and ‘or.’” *Id.* at *11. The court also criticized the defendant’s “feign[ed] confusion over the meaning of this phrase,” stating that “the Court has serious doubts that any juror would have nearly the difficulty in deciphering this phrase that [defendant] claims to have had.” *Id.* at *11–12 (confirming the term encompasses “any combination of one or more of the items in the series”). Numerous cases have reached the same conclusion. *See, e.g., Cipher Pharms. Inc. v. Actavis Lab’ys FL, Inc.*, 99 F. Supp. 3d 508, 518 (D.N.J. 2015); *Chiesi USA Inc. v. MSN Pharms. Inc.*, No. CV-19-18564, 2021 WL

4843806, at *9 (D.N.J. Oct. 18, 2021); *In re Qualcomm Litig.*, No. 17-CV-00108-GPC-MDD, 2018 WL 2229344, at *19 (S.D. Cal. May 16, 2018).

The claims, the specifications, and caselaw all confirm that the term “and/or” is not indefinite.

2. Lists Reciting “And/Or” with Other Conjunctions Are Not Indefinite.

Like Ford’s allegations that the claims of the ’697, ’153, and ’100 patents are indefinite simply for using the term “and/or,” Ford’s arguments specific to claims that use “and/or” in addition to “and” or “or” in the ’367, ’239, and ’186 patent claims also fail. These claims, when read in view of the specification and standard grammatical canons, have clear scopes.

For example, claim 17 of the ’367 patent contains a list of items preceded by the phrase “at least one of”:

the plurality of applications comprising a plurality of an application related to **at least one of a handicap and accessibility graphical user interfaces**, an email client, a web browser, a communications application, a game, an entertainment application, a satellite positioning system receiver application, **an automotive navigation application or a device**, a map application, a medical information application, an emergency service application, a noise suppression application, a news-related application, a vehicle manual related application, a weather information-related application, a biometric application, a travel application, a speech recognition application, **an application to read to an operator of the vehicle Really Simple Syndication (“RSS”) feeds, Twitter messages, email messages, and/or instant**

messages, a social networking application, a streaming media application, *and* a utility application.

D.I. 1-10, 37:27–45 (emphasis added). The plain language of the claim, in view of the specification, indicates that all items in the list are subject to the “at least one of” clause. For example “handicap *and* accessibility graphical user interfaces” is a concise way of listing two interfaces: “a handicap graphical user interface,” and “an accessibility graphical user interface.” Similarly, in the phrase “an automotive navigation application *or* a device,” “or” is used to refer to “an automotive navigation application” or “an automotive navigation device.” And “and/or” is used to indicate that “an application to read to an operator of the vehicle” can read one or more of the identified message types: “Really Simple Syndication (“RSS”) feeds, Twitter messages, email messages, and/or instant messages.” The final “and” is used before the last item in the list of options. There is no ambiguity about the meaning of this claim element.

Claims 1, 10, and 17 of the ’367 patent, which recite “one or more of an on board hardware *and/or* software resource, module, algorithm, *and/or* component *and/or* a setting *and/or* property thereof” are equally clear. D.I. 1-10, 34:12–15; 35:56–59; 37:56–59 (emphasis added). “Hardware and/or software resource” is a concise way to list “hardware resource” and “software resource.” Thus, the claim covers one or more of a: (1) hardware resource, (2) software resource, (3) module and/or (4) algorithm. The claim further covers a component, setting, or property of

each of the items labeled (1) through (4) in the previous sentence. This claim language is more concise than separately listing a hardware resource, a component of a hardware resource, a setting of a hardware resource, a property of a hardware resource, etc., for each of the first four items.

Claims 1, 8, and 15 of the '239 patent have clear scopes for the same reasons. In these claims, “and/or” is once again used to succinctly list related items. For example, “past, current, and/or intended path of travel” is more concise than “one or more of past path of travel, current path of travel, intended path of travel.” *E.g.*, D.I. 1-7, 125:14–15. And “Internet browsing history and/or browsed content” is another way of saying “Internet browsing history, browsed Internet content, or both.” *Id.* at 125:8–9.

Finally, claims 1, 8, and 15 of the '186 patent recite “*at least one of* an area *and/or* zone occupied by the vehicle occupant *and* an operating state of the vehicle.” D.I. 1-16, 125:25–27; 126:53–55; 128:13–15 (emphasis added). This claim simply uses more concise language to specify that the claimed rules depend on at least one of: (1) an area occupied by the vehicle occupant, (2) a zone occupied by the vehicle occupant, and (3) an operating state of the vehicle.

Ford’s arguments ignore both the specifications and standard grammatical canons and provide no basis to find the claims indefinite.

3. Ford’s Indefiniteness Allegations Require Claim Construction and Are Inappropriate at the Pleading Stage.

Not only is the scope of the AutoConnect claims reasonably certain, but the allegation of indefiniteness raised by Ford is improper at the pleading stage. The Court should thus decline Ford’s invitation to find the claim language indefinite without the benefit of claim construction. *See Nature Simulation Sys. Inc. v. Autodesk, Inc.*, 50 F.4th 1358, 1363 (Fed. Cir. 2022) (reversing a finding of indefiniteness where “the district court did not construe the claims, did not apply the protocols of intrinsic and extrinsic evidence, and did not resolve the meaning and scope of the challenged claims”); *see also Blackbird Tech v. Uber Techs., Inc.*, C.A. No. 19-561 (MN), 2020 WL 58535, at *8 (D. Del. Jan. 6, 2020) (denying motion to dismiss that required claim construction, noting that “indefiniteness is ‘inextricably intertwined with claim construction’”); *Audio MPEG, Inc. v. HP Inc.*, No. 2:15-cv-00073-HCM-RJK, 2016 WL 7010947, at *8 (E.D. Va. July 1, 2016) (denying motion to dismiss for indefiniteness because it is inappropriate to attempt to construe allegedly indefinite terms without full *Markman* briefing); *see also Stuart v. Rust-Oleum Corp.*, 272 F. Supp. 3d 1019, 1027 (S.D. Ohio 2017) (finding motion to dismiss on the basis of indefiniteness was premature).

Ford relies on two cases where a motion to dismiss was granted based on indefiniteness—neither of which applies here. In Ford’s first case, *TLI*, the parties had fully briefed their claim construction positions and the court heard extensive

oral argument on the disputed claim terms before ruling. *In re TLI Commc'ns LLC Pat. Litig.*, 87 F. Supp. 3d 773, 782 (E.D. Va. 2015). Given this key distinction, it is unsurprising that courts have declined to follow *TLI* because, as is typically the case at the motion to dismiss stage, no claim construction had yet occurred. *See, e.g., Audio MPEG*, 2016 WL 7010947 at *8; *Stoneridge Control Devices, Inc. v. ZF N. Am., Inc.*, 645 F. Supp. 3d 699, 707 (E.D. Mich. 2022); *Stuart*, 272 F. Supp. 3d at 1027.

Ford's other case, *DSS*, is notable because the court denied the defendant's first motion to dismiss, finding it premature to determine indefiniteness before claim construction. *Document Sec. Sys., Inc. v. Nichia Corp.*, No. CV-19-08172, 2024 WL 3515886, at *1 (C.D. Cal. July 12, 2024). Only after the PTAB construed the disputed term during an IPR and the Federal Circuit affirmed that construction did the *DSS* court find the claims indefinite on the defendant's second motion to dismiss. This was because the claims, as construed, required a physical impossibility. *Id.* at *2–*4.

Ford's remaining cases are factually and procedurally distinguishable. In three of them, the claims required an impossibility. *See Horizon Pharma, Inc. v. Dr. Reddy's Lab'ys Inc.*, 839 F. App'x 500, 505 (Fed. Cir. 2021) (affirming summary judgment of indefiniteness where the claim required an impossibility: that an inanimate object set a goal); *Trs. of Columbia Univ. v. Symantec Corp.*, 811

F.3d 1359, 1366–67 (Fed. Cir. 2016) (claims required extraction of machine code instructions from something that did not have machine code instructions); *Koki Holdings Co. v. Kyocera Senco Indus. Tools, Inc.*, No. CV-18-313-CFC, 2021 WL 1092579, at *1 (D. Del. Mar. 22, 2021) (claim required a **solid** component be **fluidly** connected to something). And in *IQASR*, the court completed the full *Markman* process before finding the claims indefinite. *IQASR LLC v. Wendt Corp.*, 825 F. App’x 900, 901 (Fed. Cir. 2020). Here, the claims using “and/or” have clear scopes. Any disputes should be resolved through the claim construction process.

B. AutoConnect Sufficiently Pled Infringement of the ’100 Patent.

Ford has no valid criticisms of AutoConnect’s infringement claims for the ’100 patent. First, AutoConnect pled facts supporting a plausible inference that Ford, as a core partner of AUTOSAR, has implemented specific security mechanisms in the AUTOSAR standard that satisfy each claim limitation. Second, Ford’s conclusory attorney argument that its vehicles do not comply with AUTOSAR is unsupported and outside the scope of the pleadings such that it cannot be considered in ruling on a motion to dismiss. Third, AutoConnect requested specific information on the security mechanisms in Ford’s vehicles before suing, which Ford refused to provide. This refusal, coupled with the Federal Circuit’s guidance in *Hoffmann La-Roche v. Invamed Inc.*, 213 F.3d 1359,

1361–62 (Fed. Cir. 2000), underscores the flaws of Ford’s motion and provides a separate basis for denial.

1. AutoConnect’s Complaint Plausibly Pleads Infringement.

The complaint must plead facts that, when accepted as true, state a claim for relief that is “plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). The plausibility standard “‘simply calls for enough fact to raise a reasonable expectation that discovery will reveal evidence’ to support the plaintiff’s allegations.” *Nalco*, 883 F.3d at 1350 (quoting *Twombly*, 550 U.S. at 556).

AutoConnect’s Complaint and attached infringement chart plausibly allege that Ford vehicles comply with AUTOSAR specifications, which in turn satisfy each element of the representative claims. For example, the claim chart alleges that “[u]pon information and belief, the ’100 Accused Instrumentalities implement security mechanisms described in the specifications of AUTOSAR AP . . . to enhance the safety and reliability of vehicles.” D.I. 1-30 at 1. AutoConnect pled facts supporting this belief, such as Ford’s involvement with AUTOSAR since 2003 and its ongoing role as a “core partner” within the consortium. *Id.* The chart also maps each claim limitation to the AUTOSAR specifications, thereby plausibly alleging infringement. *See, e.g., Fujitsu Ltd. v. Netgear Inc.*, 620 F.3d 1321, 1327 (Fed. Cir. 2010) (explaining that “if an accused product operates in accordance

with a standard, then comparing the claims to that standard is the same as comparing the claims to the accused product”).

Ford relies on *Fujitsu and Netword, LLC v. Centraal Corp.*, 242 F.3d 1347, 1353 (Fed. Cir. 2001) to argue that AutoConnect must **prove** infringement in its Complaint. D.I. 12 at 17 (“To establish direct infringement a complaint must show that all elements of a patent claim are present in the accused products.”). But neither *Netword* nor *Fujitsu* involved a motion to dismiss or discussed the pleading standard; instead, both cases involved review of a district court’s grant of summary judgment of non-infringement. At the pleading stage, the law requires only that AutoConnect plausibly plead its claims for direct infringement. *Bot M8 LLC v. Sony Corp. of Am.*, 4 F.4th 1342, 1346 (Fed. Cir. 2021) (“Once more, we explain that patentees need not prove their case at the pleading stage.”).

Ford is incorrect when it argues that AutoConnect’s claim chart must demonstrate that the claims of the ’100 patent “necessarily cover every possible implementation of the AUTOSAR specifications, or that the cited portions of the AUTOSAR specification are mandatory as opposed to optional.” D.I. 12 at 19. None of Ford’s cases support this requirement. In fact, *Stragent* states that if the plaintiff has not alleged “that the asserted claims ‘cover every possible implementation of the AUTOSAR standard,’” the plaintiff “must connect **either** the accused products to the asserted claims, **or** the AUTOSAR Standard to the asserted

claims.” *Stragent, LLC v. BMW of N. Am., LLC*, No. 6:16-CV-446-RWS-KNM, 2017 WL 2821697, at *5 (E.D. Tex. Mar. 3, 2017) (emphasis added) (internal brackets in original omitted). Here, AutoConnect plausibly alleged that the accused products comply with the AUTOSAR standard and provided detailed infringement charts connecting the AUTOSAR standard to representative claims, which is all the law requires. *See Realtime Adaptive Streaming LLC v. Netflix, Inc.*, No. cv-17-1692-CFC-SRF, 2018 WL 6521978, at *14–16 (D. Del. Dec. 12, 2018) (finding direct infringement adequately pled where the complaint alleged compliance with the standard and connected that compliance to infringement of asserted claims); *see also Network Managing Sols., LLC v. AT&T Inc.*, No. 16-CV-295, 2017 WL 472080, at *1 (D. Del. Feb. 3, 2017) (finding allegations pled on information and belief that defendants had adopted industry standards sufficient and stating that plaintiff cannot be expected to allege more about defendants’ use of the patented technology because information about their technology is kept secret).

2. Ford’s Factual Disputes Cannot Be Resolved Through a Motion to Dismiss.

Because Ford cannot dispute the adequacy of AutoConnect’s infringement chart and allegations linking Ford vehicles to the AUTOSAR specifications, Ford instead challenges the accuracy of AutoConnect’s factual allegations. *E.g.*, D.I. 12 at 4 (“AutoConnect’s claim chart for the ’100 patent does not and cannot present facts to support the allegation that the accused Ford vehicles practice the

AUTOSAR specifications identified in the claim chart *because Ford vehicles are not compliant with AUTOSAR.*”), 5, 18. Unsupported factual representations outside the pleadings are not properly considered at the motion to dismiss stage. *Hydrogen Master Rts., Ltd. v. Weston*, 228 F. Supp. 3d 320, 331 (D. Del. 2017). Regardless, Ford’s motion neither addresses the specific security mechanisms referenced by AutoConnect, nor explains the security mechanisms it does use.³ Thus, Ford not only improperly asks the Court to resolve a factual dispute at the pleading stage, but it also fails to provide any basis for the Court to rule in its favor. *Nalco*, 883 F.3d at 1350 (“The purpose of a motion to dismiss is to test the sufficiency of the complaint, not to decide the merits.”).

3. The Sufficiency of AutoConnect’s Allegations for the ’100 Patent Is Further Supported by the Rule in *Hoffman-LaRoche*.

Ford’s motion also ignores the lack of publicly available information concerning vehicular security mechanisms implemented by Ford and the parties’ pre-suit correspondence. The ’100 patent is directed to security mechanisms for vehicles, and it should be no surprise that Ford does not publicly disclose those. Lacking access to such information, AutoConnect diligently investigated whether

³ The AUTOSAR standard extends far beyond the specific mechanisms recited in AutoConnect’s claim chart, such that Ford could still implement each of the specific mechanisms relied upon by AutoConnect while being noncompliant with the full AUTOSAR standard.

there were any industry standards governing such mechanisms. AutoConnect discovered that Ford was a core member of the group that created an industry standard known as AUTOSAR. AutoConnect then compared the claims of the '100 patent to that standard and determined that the patent covered the standard. AutoConnect explained all of this in a letter to Ford about a year before it filed suit. Ex. 1 at 1–2. That letter invited Ford to provide information about its security mechanisms if AutoConnect’s understanding was incorrect—which Ford refused to do. *Id.* at 2; *see* D.I. 1, ¶¶ 34–39. The Federal Circuit has deemed infringement allegations sufficient under these circumstances.

In *Hoffman-La Roche*, the plaintiffs suspected the defendant used the patented process to manufacture a drug but could not make that determination based on public information. 213 F.3d at 1361–62. Plaintiffs filed a complaint explaining that defendant refused to disclose its manufacturing process and that, in the absence of such information they were resorting to “the judicial process and the aid of discovery” to obtain such information. *Id.* at 1364. The Federal Circuit approved plaintiff’s approach, stating that it “is difficult to imagine what else [plaintiffs] could have done to obtain facts relating to [defendant’s] alleged infringement of their process patents.” *Id.*

Notably, the Federal Circuit rejected the arguments Ford makes here. For example, the Federal Circuit held that the district court “correctly rejected

[defendant’s] theory” that “because [plaintiffs were] unable to obtain and set forth in their complaint facts showing infringement, they should not have filed suit at all.” *Id.* The Federal Circuit also remarked that if the defendant “initially had told them, under a confidentiality agreement, the process used to manufacture the drug—as it subsequently did—it could have avoided this litigation and the expenses incurred in defending it.” *Id.*

If Ford provides discovery confirming its security mechanisms do not satisfy the claims of the ’100 patent, AutoConnect can dismiss those claims from the case. As it stands, however, AutoConnect’s plausible allegations support its claims.

C. AutoConnect Sufficiently Pled Infringement of the ’491 Patent.

As with its argument concerning the ’100 patent, Ford misapprehends the pleading requirement in seeking to dismiss the ’491 patent. AutoConnect need not prove its case at this stage. *Nalco*, 883 F.3d at 1350. AutoConnect’s Complaint, which includes factual allegations providing evidence, examples, and explanation of how the accused products “determine load,” exceeds the required standard.

AutoConnect’s claim chart explains that “[t]he signal processor determines load by, for example, analyzing information sent between the ’491 Accused Instrumentalities and the mobile device while an Apple CarPlay and/or Android Auto session is established. Additionally, load can be determined by monitoring the volume of data transferred with the mobile device and the types of tasks being

handled by the '491 Accused Instrumentalities, including the capabilities required for such tasks.” D.I. 1-3 at 8. AutoConnect then provides an example in which “the '491 Accused Instrumentalities establish a CarPlay session by transmitting information to a mobile device and receiving information from the mobile device through communication protocols. The signal processor analyses this information to determine load.” *Id.* at 9. AutoConnect also excerpts a transcript stating that the previously described “communication protocols” are used to establish a CarPlay session and provides hyperlinks to an Apple developer video and an Android developer website that further describe the exchange of information between the mobile device and vehicle during Apple CarPlay and Android Auto sessions. *Id.* The Complaint explains that such data transfer is monitored to determine load. *Id.* at 8–9. Ford is not left to guess how it infringes this claim. These are specific examples that plausibly support AutoConnect’s infringement allegations.

AutoConnect’s Complaint is like the complaint found sufficient in *LoganTree LP v. Omron Healthcare, Inc.*, C.A. No. 18-1617, 2019 WL 4538730, at *3 (D. Del. Sept. 19, 2019). Like Ford, the defendant in *LoganTree* argued an “angle and velocity” claim limitation was inadequately addressed in the complaint. *Id.* The complaint alleged that the accused products contain a sensor capable of measuring the angle and velocity of body movements, and supported this allegation with a claim chart indicating that the accused products have the ability to

track “aerobic steps.” *Id.* The court rejected defendant’s arguments that these allegations were inadequate for failing to explain how the sensor measures “angle and velocity,” or how “aerobic steps” equate to “angle and velocity.” As the court explained, it is not proper to “challenge the viability of [plaintiff’s] infringement claims, rather than the plausibility of those claims.” *Id.* Ford commits the same error here.

AutoConnect’s Complaint provides far more detail than the complaints addressed in Ford’s cases. In *Boston Sci. Corp. v. Nevro Corp.*, certain counts were dismissed because the plaintiff “ma[de] no attempt to connect specific components of the accused systems to elements of the asserted claims” or to “explain how any of the 144 pages of linked materials show such a connection.” 415 F. Supp. 3d 482, 490 (D. Del. 2019). Similarly, the complaint in *SIPCO, LLC v. Streetline, Inc.* “contain[ed] no attempt to connect anything in the patent claims to anything about any of the accused products.” 230 F. Supp. 3d 351, 353 (D. Del. 2017).

AutoConnect’s Complaint does not suffer from this deficiency.

Additionally, Ford’s contention that it does not understand how the accused products meet the “determin[ing] load” requirement raises a claim construction question, which is premature at this stage. *See Nalco*, 883 F.3d at 1349 (finding defendants’ arguments boiled down to objections to plaintiff’s proposed claim construction, “a dispute not suitable for resolution on a motion to dismiss.”).

VI. CONCLUSION

For these reasons, AutoConnect respectfully requests that Ford's Motion to Dismiss be denied.

Dated: February 28, 2025

Respectfully submitted,

FARNAN LLP

By: /s/Michael J. Farnan
Brian E. Farnan (Bar No. 4089)
Michael J. Farnan (Bar No. 5165)
919 North Market Street
12th Floor
Wilmington, DE 19801
Phone: (302) 777-0300
bfarnan@farnanlaw.com
mfarnan@farnanlaw.com

William R. Woodford (admitted *pro hac vice*)
Todd S. Werner (admitted *pro hac vice*)
Jason M. Zucchi (admitted *pro hac vice*)
AVANTECH LAW, LLP
80 South 8th Street, Suite 900
Minneapolis, MN 55402
Phone: (612) 895-2721
woodford@avantechlaw.com
werner@avantechlaw.com
zucchi@avantechlaw.com

*Attorneys for Plaintiff AutoConnect
Holdings LLC*

CERTIFICATION OF COMPLIANCE

The foregoing document complies with the type-volume limitation of this Court's November 10, 2022 Standing Order regarding Briefing in All Cases. The text of this brief, including footnotes, was prepared in Times New Roman, 14 point. According to the word processing system used to prepare it, the brief contains 4,883 words, excluding the case caption, signature block, table of contents and table of authorities.

/s/ Michael J. Farnan
Michael J Farnan (Bar No. 5165)

Dated: February 28, 2025