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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

FLEXTRONICS AP, LLC, a Colorado limited liability company,

Plaintiff,

v.

CHRISTOPHER RICCI, an individual,

Defendant.

Case No.: 5:26-cv-00117

COMPLAINT FOR:

- 1) BREACH OF FIDUCIARY DUTY;**
- 2) FRAUD;**
- 3) FRAUDULENT INDUCEMENT;**
- AND**
- 4) MISAPPROPRIATION OF TRADE SECRETS IN VIOLATION OF CALIFORNIA UNIFORM TRADE SECRETS ACT (Cal. Civ. Code. §§ 3426 et seq.)**

JURY TRIAL DEMAND

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1 Plaintiff Flextronics AP, LLC (“Flex AP”) files this Complaint against Defendant
2 Christopher Ricci (“Ricci”), and in support thereof alleges as follows:

3 **I. INTRODUCTION**

4 1. This action arises from Defendant Ricci’s and his company AutoConnect Holdings
5 LLC’s (“AutoConnect’s”) refusal since June 2025 to satisfy the terms of a Secured Convertible
6 Promissory Note (the “Note,” attached as Ex. 1), executed on May 20, 2015, and amended three or
7 four times between May 2015 and June 2017.

8 2. The terms of both the Note and the First Addendum to the Note (the “First
9 Addendum”) were the brainchild of Ricci. Ricci, now one of the three owners of AutoConnect,
10 was Deputy General Counsel and Chief Intellectual Property Officer for Flex Ltd. (together with
11 its affiliates, including Flex AP, “Flex”), a multinational manufacturing corporation of over
12 140,000 employees across over 30 countries, when the Note was executed and the First Addendum
13 conceived and drafted.

14 3. In 2015 when the Note and Addendum were conceived, Ricci was the senior-most
15 Flex attorney focused on intellectual property law at the time and was entrusted with final decision-
16 making authority in this area for Flex. As Ricci himself notes in his current LinkedIn page, Ricci
17 served as the Chief Counsel to the Automotive, Industrial and Strategic Partnering business units
18 at Flex. (*See* Ex. 2.) In that role, Ricci handled over half of Flex’s commercial contracts and served
19 as a member of Flex’s legal leadership team. Ricci thus both owed a fiduciary duty to act in Flex’s
20 best interests and was required to uphold his ethical obligations as Flex’s attorney.

21 4. Ricci, while at Flex, orchestrated the transfer of a Flex AP patent portfolio (the
22 “Patents”)—which Ricci had “invented” at Flex’s expense while Ricci was supposed to be working
23 full time as Flex’s lead IP attorney—to AutoConnect, *a company that Ricci co-founded in 2015*
24 *during negotiations over the Note’s terms* to hold the Patents at issue.

25 5. Pursuant to the Note, Flex AP divested a patent portfolio in exchange for a \$500,000
26 promissory note from AutoConnect, a preferred security interest in the Patents, and the option to
27 convert Flex AP’s indebtedness into Preferred Stock under certain circumstances.

28 6. The purported concept behind the deal was, in exchange for convertible debt in

1 AutoConnect, Flex would transfer Flex AP's Patents to AutoConnect so that AutoConnect could
2 locate an investor or investors that would invest in AutoConnect to develop the technology
3 underlying the Patents and ultimately grow an automotive technology company. If this effort was
4 successful, Flex AP had the ability to convert AutoConnect's indebtedness into 19.99% of
5 AutoConnect's Preferred Stock. (*See* Ex. 1 §§ 4, 6.) Alternatively, if the effort was unsuccessful
6 and AutoConnect failed to pay the amounts due, Flex AP had the ability to reclaim the Patents as
7 the security interest for the Note.

8 7. Unsurprisingly, given the obvious conflict of interest Ricci faced, the terms of the
9 Note and the First Addendum—which Ricci devised—are unreasonably favorable to AutoConnect,
10 for at least two reasons: (a) the AutoConnect transaction fails to include a grant back license to Flex
11 AP (a standard provision); and (b) the First Addendum, discussed below, provides that Flex AP
12 must reimburse AutoConnect for certain ongoing and ever-increasing patent maintenance costs and
13 fees in the event Flex AP exercises its security interest in the Patents. Ricci proposed and pushed
14 through the First Addendum during his last week as an employee (and fiduciary) at Flex, shortly
15 before becoming one of the three owners of AutoConnect.

16 8. Under the Note, Flex AP's "sole remedy" in the event AutoConnect failed to satisfy
17 the Note within 10 days of a Flex AP demand for payment on or after the maturity date of the Note
18 (thus triggering an "Event of Default") was to exercise Flex AP's security interest to recover the
19 Patents. (*See id.* §§ 2, 3.)

20 9. Several months after the Note was executed, however, in one of Ricci's final acts as
21 a Flex employee and supposed fiduciary, Ricci devised and pressed for Flex AP's agreement to the
22 First Addendum to the Note, which obliges Flex AP to reimburse AutoConnect for certain patent
23 prosecution and maintenance fees should Flex AP ever exercise its security interest in the Patents.
24 Ricci left Flex the week he prepared the First Addendum for signature—and was a confirmed part-
25 owner of AutoConnect six months later.

26 10. Worse, Ricci did not even include in the Note or the First Addendum a grant-back
27 clause on Flex AP's own patent portfolio. In other words, AutoConnect theoretically could have
28 sued Flex, Flex AP, or their customers for infringement of the Patents. Indeed, Ricci has now

1 caused AutoConnect to do so by commencing legal action against Flex and Flex AP customers
2 Ford Motor Company (“Ford”), General Motors LLC (“GM”), and Toyota Motor Corporation and
3 its affiliates (“Toyota”). The failure to include a grant-back license is inexcusable and inexplicable
4 because even meritless patent infringement litigation costs a fortune to defend. No reasonable
5 attorney acting in Flex’s best interests would have proposed, let alone agreed to, the terms of the
6 Note and the First Addendum.

7 11. Between late 2016 and the fall of 2017, Ricci—now operating from within
8 AutoConnect—and his partners pressed for a series of extensions to the October 20, 2016, maturity
9 date. That maturity date was eventually extended via a series of addendums to the Note until
10 September 30, 2017.

11 12. As Ricci foresaw when devising the First Addendum, over time, Flex AP’s ever-
12 increasing reimbursement obligations vastly exceeded the value of the Promissory Note. Once that
13 happened, Flex could only recover its investment if AutoConnect actually developed into an
14 automotive technology company.

15 13. Thus, by 2017, when AutoConnect could not satisfy the payment obligation, Flex
16 AP declined to demand payment, which inevitably would have triggered an Event of Default (and
17 Flex AP’s reimbursement obligations) 10 days later.

18 14. Rather than demand payment, Flex AP elected to retain its remaining rights pursuant
19 to the agreement, including its potential right to Preferred Shares in the event of a change of control
20 or initial public offering.

21 15. Nearly seven years later, in 2024, AutoConnect sued automakers Ford, GM, and
22 Toyota, who are current, former, or potential Flex and Flex AP customers, for infringement of the
23 Patents. This litigation placed Flex and Flex AP at immediate risk of potential financial and/or
24 reputational harm.

25 16. On June 25, 2025, Flex AP sent AutoConnect a written Notice of Default,
26 demanding that AutoConnect satisfy its obligations under the Note. (Ex. 3.)

27 17. AutoConnect failed to pay or transfer the Patents within 10 days, defaulting by July
28 5, 2025.

1 18. On July 10, 2025, AutoConnect notified Flex AP that AutoConnect considered Flex
2 AP’s demand untimely, and that AutoConnect refused to either pay the amounts owed pursuant to
3 the Note or return the Patents to Flex AP. (Ex. 4.)

4 19. AutoConnect’s non-payment following Flex AP’s demand triggered an Event of
5 Default pursuant to the Note. Flex AP therefore notified AutoConnect of its default and demanded
6 transfer of the Patents. Flex AP also invited AutoConnect to identify any amounts it believed Flex
7 AP was obligated to reimburse AutoConnect pursuant to the First Addendum.

8 20. On August 27, 2025, Flex AP sent AutoConnect a letter demanding that
9 AutoConnect return the Patents to Flex AP.

10 21. AutoConnect responded on September 8, 2025, refusing to transfer the Patents to
11 Flex AP.

12 **II. THE PARTIES**

13 22. Plaintiff Flex AP is a Colorado limited liability company with its principal place of
14 business at 6201 America Center Drive, San Jose, CA 95002.

15 23. Flex AP is a subsidiary of Flex Ltd., a Singapore-based multinational electronics
16 manufacturing services (EMS) and original design manufacturer (ODM) company. Flex
17 manufactures electronic products and other goods at its manufacturing facilities in the United States
18 and abroad spanning 30 countries with approximately over 140,000 employees. These facilities
19 manufacture a broad array of products sold for automotive, consumer, medical, aerospace, and data
20 center applications, among others. Many of these products are electrical or electronic. Products
21 manufactured by Flex are sold in the United States and around the world, including to United States
22 automakers.

23 24. On information and belief, Defendant Ricci is an individual residing in Marco
24 Island, FL, and is a co-owner of AutoConnect. On information and belief, Ricci is a registered
25 patent attorney with the United States Patent and Trademark Office (“USPTO”) since 1994. A
26 copy of Ricci’s registration record available from the USPTO’s patent practitioner database is
27 attached as Ex. 5.

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1 **III. VENUE AND JURISDICTION**

2 25. The Court has subject matter jurisdiction over this case pursuant to 28 U.S.C.
3 § 1332(a) because there is diversity of citizenship between the Plaintiff and the Defendant, and the
4 amount in controversy exceeds \$75,000, exclusive of interests and costs.

5 26. Flex AP’s members are citizens of Texas and Delaware.

6 27. On information and belief, Ricci is domiciled in Florida.

7 28. The Court has personal jurisdiction over Ricci because, as part of Ricci’s
8 employment with Flex, he signed an Employee Proprietary Information and Inventions and Non-
9 Solicitation of Employees and Customers Agreement (the “Employee Proprietary Information
10 Agreement”) on April 11, 2011. (Ex. 6.)

11 29. Specifically, Ricci agreed to the following provision in Section 15.1 of the
12 Employee Proprietary Information Agreement:

13 This Agreement will be governed by and construed according to the
14 laws of the State of California as such laws are applied to agreements
15 entered into and to be performed entirely within California between
16 California residents. I hereby expressly understand and consent that
17 my employment with the Company whether or not I am physically
18 located in California is a transaction of business in the State of
19 California and constitutes the minimum contacts necessary to make
20 me subject to the personal jurisdiction of the state and federal courts
21 located in the State of California for any lawsuit filed against me by
22 Company arising from or related to this Agreement.

19 (*Id.* § 15.1.)

20 30. The Court is the proper venue for this case under 28 U.S.C. § 1391 because a
21 substantial part of the events or omissions giving rise to this action occurred in this judicial district.

22 **IV. DIVISIONAL ASSIGNMENT**

23 31. The lawsuit arose in Santa Clara County, California, so it should be assigned to the
24 San Jose Division of this Court.

25 **V. STATEMENT OF FACTS**

26 **A. The Patents.**

27 32. The Patents list Ricci as the named inventor and were initially sought while Ricci
28 was employed by Flex. The Patents were described as connected vehicle infotainment and security

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1 technologies, including: (1) custom display layouts, settings, and/or infotainment based on the
2 recognition of an occupant in a vehicle; (2) content sharing between vehicle displays; (3) home
3 automation via vehicle data such as geographical location; (4) transferring navigation data from
4 user devices to vehicles; (5) gesture-based vehicle controls; (6) vehicle-to-vehicle safety
5 communications; and (7) automated vehicle control in traffic.

6 **B. Terms of the Note and Related Documents.**

7 33. The relevant documents to this transaction are the Patent Assignment Agreement
8 (the “Assignment,” Ex. 7), the Side Letter, and the Note and its addendums (the “Addendums”).

9 **a) Patent Assignment.**

10 34. On May 20, 2015, Flex AP and AutoConnect entered into the Assignment. (*See Ex.*
11 *7.*)

12 35. Pursuant to the Assignment, Flex AP assigned, transferred, and conveyed to
13 AutoConnect “all right, title, and interest in and to the Patents.” (*Id.* § 1.)

14 36. The Patents were a list of patents and patent applications attached to the Assignment
15 as Exhibit A. (*Id.*, Ex. A.)

16 **b) Secured Convertible Promissory Note.**

17 37. As payment for the Assignment, Flex AP and AutoConnect entered into the Note on
18 May 20, 2015. (*See Ex. 1 at 1.*)

19 38. Pursuant to the Note, AutoConnect promised to pay Flex AP “the principal sum of
20 Five Hundred Thousand and no/100 Dollars (\$500,000), together with interest from the date of this
21 Secured Convertible Promissory Note . . . on the unpaid principal balance at a rate equal to 5% per
22 annum, computed on the basis of the actual number of days elapsed and a year of 365 days.” (*See*
23 *id.*)

24 39. The Note’s maturity date was October 20, 2016, upon which date the “unpaid
25 principal, together with any then unpaid and accrued interest” was due and payable. (*See id.*) After
26 October 20, 2016, Flex AP had the option to demand payment and potentially, if payment was not
27 made within 10 days, trigger an “Event of Default.”
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1 40. An “Event of Default” occurred where AutoConnect failed to satisfy its obligations
2 under the Note within 10 days of a Flex AP demand for payment made on or after the maturity date.
3 There are thus three conditions for an “Event of Default”: (1) the passage of the maturity date; (2) a
4 demand by Flex AP for payment; and (3) failure by AutoConnect to satisfy its obligation within 10
5 days of Flex AP’s demand. (*See id.* § 2(a).)

6 41. If an Event of Default occurred, the Note provided that Flex AP’s “sole remedy” is
7 “transfer of the Collateral” and payment by AutoConnect “of any fees, costs and expenses
8 associated with the executing upon such security interest.” (*See id.* § 3.)

9 42. AutoConnect also agreed “to pay all costs and expenses, including reasonable
10 attorney’s fees, incurred in connection” with an action “to collect on this Note.” (*See id.* § 10.)

11 43. The Note granted Flex AP a security interest in all of AutoConnect’s “personal
12 property and assets (both tangible and intangible),” including substitutions for, additions and
13 accessions to, and proceeds of those assets. (*See id.* §§ 5, 6.)

14 44. If AutoConnect was successful in its efforts to obtain investors to invest in the
15 development of the Patents by “issu[ing] and sell[ing] shares of its Preferred Stock for aggregate
16 gross proceeds of at least \$5,000,000.000” prior to the maturity date, AutoConnect’s indebtedness
17 would convert into shares of AutoConnect “Preferred Stock.” (*See id.* §§ 4(a), 6.)

18 45. Following the maturity date, the Note allows Flex AP to elect to have the unpaid
19 principal and interest under the Note converted to AutoConnect stock “at a price per share equal to
20 the lower of (A) the fair market value per share negotiated in good faith by the parties hereto based
21 upon the condition of the Company at the time of such conversion or (B) the price per share
22 calculated such that this Note converts into shares representing 19.99% of the Company’s equity
23 securities, calculated on a fully-diluted basis.” (*See id.* § 4(b).)

24 46. Additionally, under the terms of the Note, AutoConnect agreed not to “sell or
25 otherwise dispose of any of the Collateral, except in the ordinary course of business” unless it had
26 the “prior written consent” of Flex AP. (*See id.* § 7(b)(iv).)

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1 **C. Negotiation and Addendums.**

2 47. Ricci directed the drafting and negotiation of the Note, its various Addendums, and
3 related agreements identified above on behalf of Flex AP.

4 48. Upon information and belief, Ricci also—unbeknownst to Flex AP—directed the
5 negotiation of the same documents for AutoConnect. Ricci thus effectively acted as the lead
6 attorney for both sides in the transaction.

7 49. In mid-June 2015, on his own initiative, Ricci instructed others at Flex AP to pay
8 AutoConnect’s patent maintenance fees, citing AutoConnect’s funding issues, to ensure that Flex
9 AP, rather than AutoConnect, continued to pay annuities and other prosecution payments. By doing
10 this, Ricci prioritized AutoConnect’s interests over Flex AP’s interests. This was in clear violation
11 of Ricci’s ethical duties as Flex’s lawyer, including violations of Rule 1.7 of the California Rules
12 of Professional Conduct.

13 50. On June 18, 2015, Ricci, on his own initiative, authorized Flex AP to pay annuities
14 and other prosecution expenses for AutoConnect.

15 **a) First Addendum.**

16 51. The First Addendum was agreed upon in principle by Flex AP and AutoConnect
17 prior to Ricci’s departure. Upon information and belief, Ricci—unbeknownst to Flex AP—acted
18 as lead counsel on behalf of both sides of the transaction.

19 52. The First Addendum was executed by Flex AP shortly after Ricci’s departure from
20 Flex, and by AutoConnect on October 22, 2015. (*See* Ex. 8.)

21 53. The First Addendum provides that: “In the Event of Default and [Flex AP] must
22 execute its security interest in the Collateral, the parties agree that [Flex AP] will reimburse
23 [AutoConnect] for any costs incurred by [AutoConnect] prior to the Event of Default for the fair
24 and reasonable prosecution of patents and patent applications listed as Purchased Assets, as well as
25 any continuations, divisionals, or continuations-in-part derived therefrom.” (*See id.*)

26 54. Ricci and AutoConnect obtained Flex AP’s agreement to the First Addendum by
27 falsely representing to Flex AP that AutoConnect was nearing a deal with potential investors and
28 that Flex AP’s obligation to reimburse AutoConnect for certain costs was necessary to close on the

1 investment opportunity. Upon information and belief, there was no potential near-term investor
2 interested in the Patents at that time.

3 55. It is reasonable under the circumstances to infer that Ricci and AutoConnect’s
4 primary motivation for proposing and persuading Flex AP to sign the First Addendum was to drive
5 up the costs Flex AP would be required to reimburse AutoConnect in the event Flex AP ever
6 executed on its security interest and to thereby deter Flex AP from executing its security interest
7 and reclaiming the Patents.

8 **b) Second Addendum.**

9 56. Upon information and belief, the Second Addendum to the Secured Promissory
10 Note (the “Second Addendum”) extended the maturity date of the Note.

11 **c) Third Addendum.**

12 57. The Third Addendum to the Secured Promissory Note (the “Third Addendum”) was
13 executed by Flex AP and AutoConnect on March 17, 2017. (*See* Ex. 9.)

14 58. The Third Addendum changed the maturity date of the Note to July 30, 2017.

15 59. It is reasonable under the circumstances to infer that Ricci and AutoConnect’s
16 primary motivation for extending the maturity date was to drive up the costs Flex AP would be
17 required to reimburse in the event Flex AP ever executed on its security interest. Essentially, to
18 make it less likely that Flex AP would ever want to take the Patents back.

19 **d) Fourth Addendum.**

20 60. The Fourth Addendum to the Secured Convertible Promissory Note (the “Fourth
21 Addendum”) was executed by Flex AP and AutoConnect on June 30, 2017. (*See* Ex. 10.)

22 61. The Fourth Addendum changed the maturity date of the Note to September 30, 2017.
23 (*See id.*)

24 62. It is reasonable under the circumstances to infer that Ricci and AutoConnect’s
25 primary motivation for extending the maturity date was to drive up the costs Flex AP would be
26 required to reimburse in the event Flex AP ever executed on its security interest.

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1 **D. Ricci's Prior Collaborations with AutoConnect's Co-Owners, Suorsa and**
2 **Hershenson.**

3 63. In the late 1990s, Ricci began collaborating with serial entrepreneur Suorsa, laying
4 the foundation for a partnership that later extended into automotive technology. On information
5 and belief, Suorsa founded several companies focused on new and emerging technologies.

6 64. In 2001, Ricci worked at NCR Corporation, where he developed and managed the
7 company's IP portfolio, which he later collaborated with Suorsa to further develop. Ricci
8 eventually left NCR, and Suorsa took over the CEO position of Prime Technologies, a subsidiary
9 of NCR, where he developed anti-counterfeiting technology.

10 65. On information and belief, in 2001, Ricci also began collaborating with Hershenson,
11 a businessman with a background in technology and venture capital. On information and belief,
12 Hershenson has founded several companies, including DocBox Inc., WaveGuide Corporation, and
13 New Technology Ventures.

14 66. Ricci began his employment with Flex on or about April 11, 2011. Ricci joined
15 Flex as Deputy General Counsel and Chief Intellectual Property Officer, tasked with overseeing
16 patent prosecutions and safeguarding Flex's intellectual property. Ricci was the senior-most
17 attorney at Flex focused on intellectual property matters.

18 67. As Flex's counsel, Ricci owed Flex and Flex AP a fiduciary duty to act solely in
19 Flex and Flex AP's best interests.

20 68. Beginning no later than late 2014, Ricci began collaborating with his colleagues
21 Suorsa and Hershenson for the benefit of the three of them as future owners of AutoConnect rather
22 than for the benefit of Flex or Flex AP.

23 **E. Development of the Patents and Ricci's Role.**

24 69. Prior to Ricci's employment, Flex AP had initiated a patent development incentive
25 plan, offering substantial bonuses per patent to encourage employee innovation. Ricci administered
26 this patent development incentive plan on behalf of Flex after he joined Flex.

27 70. Ricci, by far, benefited the most from this program. Ricci submitted numerous
28 patent applications for technologies like automotive interfaces. On information and belief,

1 approximately 50 of those applications were rejected by USPTO patent examiners and abandoned.
2 Ricci received the bonus for a patent even if the patent application was denied. On information and
3 belief, Ricci was paid hundreds of thousands of dollars in total pursuant to this bonus program.

4 71. Flex eventually overhauled and terminated the program due to concerns about
5 Ricci's abuse of the program.

6 **F. The Topi Project and the Effort to Monetize the Patents.**

7 72. Flex and Flex AP developed the Patents through the "Topi" project, led by Ricci,
8 focusing on vehicle connectivity and occupant health monitoring.

9 73. Ricci was the primary "inventor" for the Patents, meaning he was in a particular
10 place of trust with respect to advising Flex and Flex AP about the Patents. Additionally, as leader
11 of the Topi project, Ricci oversaw its patent portfolio and made operational decisions, including
12 those regarding patent applications and maintenance.

13 74. The Topi project, also referred to internally as FA3 and Octopus, formed the nucleus
14 of what would eventually become AutoConnect, which is jointly owned by Ricci, Suorsa, and
15 Hershenson.

16 75. Following Ricci's filing of the Patents, Flex and Flex AP recognized that
17 commercializing software and data-centric technologies were outside its core strengths in
18 electronics design and manufacturing. As a result, Flex and Flex AP sought to spin out Topi to
19 attract investment while retaining a strategic relationship, including manufacturing partnerships and
20 a potential 19.99% equity state in the spun-out entity. This approach was intended to leverage
21 Flex's manufacturing capabilities while enabling Topi to attract investment. Ricci led the effort to
22 locate an investor or investors for Topi.

23 76. During this time, Flex and Flex AP funded Topi's efforts to develop the Patents,
24 submit patent applications, and maintain the Patent portfolio.

25 77. Ricci, however, intended from the outset to use Topi for his own personal gain rather
26 than for the benefit of Flex or Flex AP.

27 78. On November 8, 2013, Ricci introduced Hershenson to Flex executives, exploiting
28 Flex resources to advance his personal venture.

1 79. By March 2014, Ricci pitched a plan to venture capitalist Jason Henrichs
2 (“Henrichs”) of Kinetic Group, to spin out Topi, seeking third-party investment while committing
3 Flex to \$2 million in funding, contingent on investor interest.

4 80. Ricci planned to remain Flex’s Deputy General Counsel and Chief Intellectual
5 Property Officer and serve as General Counsel for another spin-out owned by Flex, Elementum, all
6 while he simultaneously chaired Topi with aspirations to become its CEO.

7 81. In an April 23, 2014, email to Henrichs, Ricci revealed his intent: “So, now that you
8 have a chance to study it and given that every car company in the world is trying to build one of
9 these, do you think I’m a fool for considering **going out the door with it?**” (Emphasis added.)

10 82. Henrichs responded, outlining a scheme: “I’d argue at this stage the right path is:
11 Get Flex to invest a small amount of your team energy to prep this for spin out[.] Recruit a small
12 leadership team with auto experience in the Detroit Area[.] ... [Y]ou become board chair which
13 helps Flex monitor this and you take some equity as compensation for the work outside of Flex
14 hours ... **As the product gets close to launch, you take the reigns [sic] as CEO.**” (Emphasis
15 added.)

16 83. On April 24, 2014, Ricci detailed his plan: “1. Get Flex to commit to the terms of
17 their participation. My email last week describing the proposal was for that purpose. 2. I would
18 engage Gregg H as the ‘banker’ ... 3. While doing that, I would actually stay with Flex and also
19 be GC for ... Elementum. 4. Once funded, I would continue with Elementum and also be chair of
20 FA3. I would work it out so that it was an active chair and may even hold title of CEO at that time,
21 but it would not be a fulltime gig. 5. **When the product launches, I would move over.**”
22 (Emphasis added.)

23 **G. Ownership and History of AutoConnect.**

24 84. On June 13, 2014, Topi Systems, Inc. (“Topi Systems”) was incorporated. Ricci
25 was named President. The Patents were then transferred from Flex AP to Topi Systems.

26 85. Ricci pushed for a spin-out of Topi Systems. Investment proposals noted that,
27 “Commercializing Topi Systems does not play to Flex strengths. By spinning out Topi Systems
28

1 with a continued Flex strategic relationship, the technology can rapidly become a significant player
2 in the rapidly evolving Internet of Things space.”

3 86. Ricci spent 2014 trying to identify and engage potential investors in Topi Systems.

4 87. By January 8, 2015, funding efforts had stalled. Ricci wrote to Hershenson’s
5 colleagues at New Tech Ventures about the upcoming deadline to spin out Topi Systems: “I have
6 already been thinking about backup plans. I think that there may be ways to save the deal if we
7 miss the deadline, but they do not include me **in the short term.**” (Emphasis added.) “I will have
8 to make a one-year commitment to another project. I would very much like to see this one through
9 though.” The phrase “in the short term” indicates that from the outset Ricci saw himself as a
10 beneficiary of the sale of the Patents to AutoConnect. Ricci did not, however, advise Flex or Flex
11 AP of his expectation that he would benefit from the sale of the Patents to AutoConnect.

12 88. On January 12, 2015, Ricci emailed Henrichs and Suorsa: “I have been talking to
13 Peter [Suorsa] about ‘**selling**’ him the technology and IP so you guys can continue.” (Emphasis
14 added.)

15 89. On January 21, 2015, Ricci wrote to Suorsa: “I have also started the process of
16 ‘**selling**’ Topi to you. I will know in ... about a month if I can pull it off.” (Emphasis added.)

17 90. It is noteworthy that Ricci wrote the word “selling” in quotes in both emails. The
18 use of quotes strongly suggests that as early as January of 2015, Ricci intended for the AutoConnect
19 deal to be a sham sale, even as Ricci remained the lead IP counsel for Flex, entrusted to protect
20 Flex and Flex AP’s best interest with respect to the Patents. This created a clear conflict of interest
21 in violation of Rule 1.7 of the California Rules of Professional Conduct.

22 91. On February 8, 2015, Suorsa suggested to Ricci that they “involve Greg Hershenson
23 on the Topi side of things.” This was a redundant proposal given Hershenson’s prior involvement
24 in the enterprise, and it suggests a pretext to formalize their scheme.

25 92. A week and a half later, on February 19, 2015, Ricci proposed to Hershenson that
26 they create AutoConnect to acquire Topi Systems’s assets, bypassing acquisition of the company
27 itself: “I am questioning whether it makes more sense for you to **just create your own shell and**
28 **transfer the assets into it**, rather than dealing with the acquisition of a company (Topi). It makes

1 the sale cleaner too.” (Emphasis added.) Hershenson promptly replied, “The company will be
2 called AutoConnect Holdings LLC.”

3 93. Ricci was personally involved in the formation of AutoConnect and even advised
4 Suorsa regarding selection of counsel and the corporate technicalities necessary to shield Suorsa,
5 Hershenson, and Ricci from eventual liability in the event of litigation.

6 94. The next day, on February 20, 2015, Ricci and Suorsa discussed using
7 AutoConnect’s corporate form to shield their liability. Ricci stated “You have to realize that the
8 main thing we are concerned about is not the litigation. It is coming one way or another. The main
9 concern is that **they can’t pierce the corporate veil**. As a result, your corporate lawyer could even
10 become witnesses in the case.” (Emphasis added.)

11 95. Three days later, on February 23, 2015, Ricci signed Topi Systems’s Certificate of
12 Dissolution, paving the way for AutoConnect’s gain. The Patents at issue then reverted from Topi
13 Systems to Flex AP.

14 96. Three days later, on February 26, 2015, AutoConnect was incorporated in Delaware.

15 97. On information and belief, by the time AutoConnect was incorporated, Ricci had
16 already reached a deal with Suorsa and Hershenson that Ricci would become a one-third owner of
17 AutoConnect shortly after leaving Flex. This prior agreement, which was not communicated to
18 Flex AP, is the reason Ricci arranged for, promoted to Flex AP, and implemented the sale of the
19 Patents to AutoConnect.

20 98. Ricci then oversaw the negotiations between Flex AP and AutoConnect over the
21 terms of the sale of the Patents to AutoConnect. Ricci purported to act on behalf of Flex AP while
22 at the same time acting on behalf of and for the benefit of AutoConnect and, subsequently, Ricci
23 himself in his personal capacity.

24 99. Ricci directed the negotiation and drafting of the Note and related documents.
25 Although Ricci’s subordinate Rob Cronan drafted many of the documents, he did so at Ricci’s
26 direction and under Ricci’s control. At no point did Ricci inform Flex AP of Ricci’s financial
27 interest in AutoConnect or the fact that Ricci was also providing legal advice to AutoConnect. As
28

1 noted above, this conflict of interest was in violation of several ethical rules governing Ricci's
2 conduct as Flex and Flex AP's lawyer.

3 100. On information and belief, Ricci knew that his self-dealing and misrepresentations
4 to Flex and Flex AP were likely to lead to future legal challenges to AutoConnect's ownership of
5 the Patents. Ricci's concern statement that the "litigation is coming one way or another" suggests
6 that Ricci knew his conduct during the AutoConnect transaction would lead to future litigation
7 against AutoConnect.

8 101. On information and belief, Ricci further intended to use the First Addendum as a
9 poison pill to deter Flex AP from reclaiming the Patents. Ricci intended from the outset that the
10 First Addendum's reimbursement obligation would induce Flex and Flex AP to forego its security
11 interest and allowing Ricci and AutoConnect to obtain the Patents for free.

12 102. On May 20, 2015, Ricci's scheme resulted in the transfer of the Patents to
13 AutoConnect for the Note, with no license for Flex, Flex AP, or their customers to practice Flex
14 and Flex AP's Patents.

15 103. As Flex's Deputy General Counsel and Chief Intellectual Property Officer, Ricci
16 drove the transaction and signed off on the terms of the transfer.

17 104. Rob Cronan was a subordinate to Ricci at the time of the AutoConnect transaction.
18 Cronan acted at Ricci's direction and under his control with regard to the transaction. Cronan was
19 not informed at the time he worked on the Note or the First Addendum that Ricci had a financial
20 interest in AutoConnect, that Ricci expected shortly to be a part owner of AutoConnect, or that
21 Ricci was at the same time advising AutoConnect and its principals regarding the transaction.

22 105. Likewise, Tim Stewart ("Stewart"), an authorized Flex and Flex AP signatory,
23 signed the AutoConnect transaction documents in reliance on Ricci's subordinate's representations
24 regarding the transaction and on Ricci's good faith and fiduciary obligation to Flex and Flex AP.
25 Stewart was not informed at the time he signed the Note or the First Addendum that Ricci had a
26 financial interest in AutoConnect, that Ricci expected shortly to be a part owner of AutoConnect,
27 or that Ricci was at the same time advising AutoConnect and its principals regarding the
28 transaction.

1 **H. Ricci's Departure and Ownership in AutoConnect.**

2 106. On August 31, 2015, Ricci notified Flex of his intent to resign.

3 107. On September 3, 2015, Ricci instructed Flex employees that Flex should continue
4 paying AutoConnect's patent and prosecution maintenance fees. By this point, Ricci had an
5 agreement to be a part owner of AutoConnect, meaning Ricci's direction to Flex employees on this
6 point was effectively an instruction for Flex to pay fees for Ricci's own gain. Yet Ricci never
7 disclosed his conflict to anyone at Flex.

8 108. Sometime between September 3, 2015, and September 18, 2015, Ricci presented
9 Flex attorney Ben Tabler ("Tabler"), who was another direct report of Ricci's at the time, with a
10 draft of the First Addendum and instructed Tabler to ask Flex and Flex AP's authorized signatory
11 Stewart to sign the First Addendum on behalf of Flex AP. The First Addendum obligates Flex AP
12 to reimburse AutoConnect for certain patent maintenance fees should Flex AP ever declare an
13 Event of a Default.

14 109. Ricci actively pushed for the First Addendum to ensure AutoConnect's patent
15 prosecution and maintenance fees would be reimbursed by Flex AP upon exercising its security
16 interests. This presented Flex a lose-lose scenario: either take no action in response to
17 AutoConnect's failure to pay the amounts due to Flex or reacquire the Patents and reimburse
18 AutoConnect for the maintenance costs. The First Addendum was Ricci's brainchild; Ricci
19 instructed his subordinate Tabler to ask Stewart to sign the First Addendum.

20 110. Again, given Ricci's agreement to be a part owner of AutoConnect, Ricci was by
21 this point effectively advocating for Flex or Flex AP to reimburse fees to Ricci and his partners
22 Suorsa and Hershenson. But Ricci at no point disclosed this conflict—which would have triggered
23 far greater scrutiny of the transaction—to Flex or Flex AP.

24 111. The First Addendum effectively reduced the value of the Note to Flex AP to zero,
25 because the Addendum created an escalating Flex AP liability for covered patent prosecution fees
26 and costs should Flex AP ever seek to recover the Patents. It was entirely predictable to a trained
27 patent lawyer, and Ricci must have known, that by mid-2017 Flex AP's reimbursement obligation
28 likely would equal or perhaps even exceed \$500,000. Because Ricci was the only trained patent

1 lawyer involved in the transaction on Flex's behalf, however, Flex (apart from Ricci) did not
2 appreciate the unfairness and imbalance the First Addendum reflected.

3 112. On September 18, 2015, Tabler presented the First Addendum to Stewart for
4 signature and informed Stewart that Ricci wanted to get the Addendum signed. Stewart served as
5 an authorized signatory for Flex and Flex AP. Consistent with this role, Stewart did not conduct
6 any independent investigation into the nature of the transaction. Stewart signed the First Addendum
7 based on Ricci's instruction—conveyed through Tabler—that the deal should be signed.

8 113. On September 25, 2015, Ricci left Flex.

9 114. Upon his departure, Ricci improperly retained confidential Flex and Flex AP
10 information. On information and belief, Ricci retained approximately 1,700 Flex and Flex AP
11 documents.

12 115. The confidential Flex and Flex AP information that Ricci retained after his
13 employment terminated included, among other things: confidential source code; internal slide
14 decks; pitch materials; cost and revenue models; agreements; and client communications.

15 116. On information and belief, AutoConnect could not have continued as a going
16 concern without Ricci's retention of these confidential Flex and Flex AP documents, which formed
17 the foundation of AutoConnect's business model.

18 117. As part of Ricci's employment, Ricci signed Flex's Employee Proprietary
19 Information Agreement. (Ex. 6.) Section 11 of that agreement provides:

20 When I leave the employ of the Company, I will deliver to the
21 Company any and all drawings, notes, memoranda, specifications,
22 devices, formulas, client/customer lists and documents, together with
23 all copies thereof, and any other material containing or disclosing
24 any Company Inventions, Third Party Information or Proprietary
Information of the Company. I further agree to return any and all
other tangible or intangible property of the Company's.

25 118. Stewart signed the First Addendum sometime between Monday, September 28,
26 2015, and October 21, 2015.

27 119. On October 22, 2015, the First Addendum was executed by AutoConnect.

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1 **I. AutoConnect’s Breaches and Litigation.**

2 120. Ricci caused AutoConnect to seek and to receive extensions on the Note via the
3 Third and Fourth Addendums to the Note. The Note’s maturity date was extended to September
4 30, 2017, pursuant to the Fourth Addendum.

5 121. However, Flex AP retained the rights to partial potential ownership set forth in the
6 Note past the September 30, 2017, maturity date.

7 122. On September 30, 2017, when the Note was due pursuant to the Fourth Addendum,
8 AutoConnect was unable or unwilling to pay the amounts owed.

9 123. On November 16, 2017, Flex AP proposed licensing rights in exchange for an
10 extension, but AutoConnect refused.

11 124. Following discussion between Flex AP and AutoConnect, Flex AP elected not to
12 demand payment and thereby trigger an Event of Default, preferring instead to retain the various
13 rights available to Flex AP under the Note, including the right to repayment, collection of the
14 collateral, and the opportunity presented in the event of some future substantial investment in
15 AutoConnect.

16 125. In 2024, Ricci caused AutoConnect to sue automakers Ford, GM, and Toyota for
17 patent infringement. Ford and GM are two of Flex’s important customers. In its litigation against
18 Ford, AutoConnect asserts that Ford’s SYNC system, which Flex supplied to Ford, infringes some
19 of the Patents.

20 126. In 2025, following notice of the litigation against the automakers, Flex began an
21 investigation into the circumstances of the AutoConnect transaction. This investigation included
22 reviewing documents related to the litigations and Ricci’s time at Flex.

23 127. On June 25, 2025, Flex AP sent AutoConnect a written Notice of Default,
24 demanding that AutoConnect satisfy its obligations under the Note. (Ex. 3.)

25 128. Ricci caused AutoConnect to fail to pay or transfer the Patents within 10 days,
26 thereby causing AutoConnect to default by July 5, 2025.

27 129. On July 10, 2025, AutoConnect refused to return the Patents or pay the Note. (Ex.
28 4.)

1 130. On August 27, 2025, Flex AP sent AutoConnect a letter demanding that
2 AutoConnect return the Patents to Flex AP.

3 131. On September 8, 2025, AutoConnect again refused to return the Patents.

4 **J. Fraudulent Concealment.**

5 132. Ricci, secretly working on behalf of AutoConnect rather than Flex AP, willfully and
6 fraudulently concealed material facts regarding the AutoConnect transaction from Flex AP. These
7 included: the extent and nature of his relationship with the principals of AutoConnect; Ricci's
8 expected investment in AutoConnect; Ricci's activities on behalf of AutoConnect during the
9 negotiation process, such as assisting in its selection of counsel; Ricci and AutoConnect's joint
10 scheme to structure the transaction to favor AutoConnect at Flex's expense; and AutoConnect's
11 intent to pursue litigation as a patent infringement plaintiff rather than seek bona fide investors.

12 133. As a result of Ricci's concealment of material facts, Flex and Flex AP did not
13 discover Ricci's self-dealing until 2025, when Flex AP responded to discovery requests issued by
14 automakers GM and Toyota in connection with AutoConnect's lawsuits against them. Documents
15 reviewed as part of Flex AP's investigation revealed an orchestrated scheme to transfer the Patents
16 to AutoConnect for minimal consideration. Flex and Flex AP could not have reasonably discovered
17 its claims (Counts I through IV, *infra*) until 2025. Prior to being notified by Ford, GM, and Toyota
18 of Ricci's alleged conduct, and reviewing documents in preparation for and in response to a third-
19 party subpoena from GM and Toyota, Flex AP reasonably relied on Ricci's representations as
20 Flex's Deputy General Counsel and Chief Intellectual Property Officer and had no occasion to
21 investigate potential malfeasance by Ricci.

22 134. Ricci willfully and purposefully withheld and concealed material information about
23 the AutoConnect transaction and its purpose.

24 135. As a result of Ricci's fraudulent and willful concealment of their scheme, the
25 running of any statute of limitations has been tolled with respect to any claims that Flex AP has
26 against Ricci as a result of the unlawful conduct alleged herein.

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COUNT I

Breach of Fiduciary Duty

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2
3 136. Flex AP incorporates and realleges by reference the allegations above as if fully set
4 forth herein.

5 137. Ricci, as the Deputy General Counsel and Chief Intellectual Property Officer of
6 Flex, owed Flex and Flex AP fiduciary duties of care, loyalty, and good faith. These duties required
7 Ricci to act in Flex and Flex AP’s best interests, avoid self-dealing, and protect Flex and Flex AP’s
8 intellectual property interests, including in the Patents.

9 138. Ricci knowingly accepted these fiduciary duties through his employment as an
10 attorney with Flex and role overseeing patent prosecutions and Flex and Flex AP’s IP assets.

11 139. Ricci breached these fiduciary duties through a calculated scheme, including:

- 12 a. Orchestrating the transfer of the Patents to AutoConnect, a company he co-
- 13 founded, for effectively no consideration;
- 14 b. Misrepresenting the transfer’s purpose as seeking investors to develop a product
- 15 company, when he intended to use AutoConnect as a patent infringement
- 16 plaintiff;
- 17 c. Omitting a license for Flex AP in the Assignment and the Note, stripping Flex
- 18 and Flex AP of rights to practice its own Patents;
- 19 d. Authorizing Flex AP to pay AutoConnect’s patent maintenance fees both by his
- 20 instruction and via the First Addendum so that Flex AP would pay the fees and
- 21 expenses without ensuring reimbursement, prioritizing AutoConnect’s interests;
- 22 e. Structuring the First Addendum to deter Flex AP from reclaiming the Patents
- 23 even in the face of AutoConnect’s failure to pay the amount under the Note;
- 24 f. Concealing from Flex and Flex AP his conflicts of interest and coordinating with
- 25 Suorsa and Hershenson to form AutoConnect to acquire the Patents, as
- 26 evidenced by his communications about “selling” the technology to
- 27 AutoConnect and using AutoConnect’s corporate form to shield liability,
- 28 violating ethical obligations as Flex’s counsel; and

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1 g. Causing AutoConnect to refuse to satisfy the Note or return the Patents after
2 Flex AP’s demand.

3 140. Ricci’s breaches were willful, intentional, and in bad faith, driven by self-interest
4 and executed with deliberate disregard for Flex and Flex AP’s interests or rights, violating Ricci’s
5 duties of loyalty to Flex and Flex AP as both current and former clients. In addition, Ricci’s actions
6 were in violation of ethical rules governing Ricci’s conduct as a lawyer, including Rules 1.7 and
7 1.8.1 of the California Rules of Professional Conduct.

8 141. Ricci willfully and fraudulently concealed material facts, including: by
9 misrepresenting the transfer’s purpose as seeking investors to develop a product company when he
10 intended to join AutoConnect and use AutoConnect as a patent infringement plaintiff; and falsely
11 representing the Note was adequate consideration for the Patents and in Flex and Flex AP’s best
12 interest while concealing his personal stake in AutoConnect. This prevented Flex and Flex AP
13 from discovering the breach until 2025, when Flex AP responded to discovery requests issued by
14 automakers GM and Toyota in connection with AutoConnect’s lawsuits against them, tolling the
15 four-year statute of limitations (Cal. Code Civ. Proc. § 343) under the discovery rule and equitable
16 tolling principles.

17 142. As a direct and proximate result of the foregoing breaches of Ricci’s fiduciary
18 duties, Flex AP has suffered substantial harm and damages, including: the loss of the Patents,
19 potential exposure to third-party claims from automakers that are current, former, or potential Flex
20 or Flex AP customers, and the inability to use or license the Patents, with damages to be proven at
21 trial.

22 143. In doing the acts alleged in this Complaint, Ricci acted with fraud and/or malice as
23 defined in Cal. Code Civ. § 3294, therefore entitling Flex AP to punitive damages and attorney’s
24 fees and costs.

25 **COUNT II**

26 **Fraud**

27 144. Flex AP incorporates and realleges by reference the allegations above as if fully set
28 forth herein.

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1 145. Ricci knowingly made false representations or omissions of material fact to Flex
2 AP, including:

- 3 a. Falsely representing the Note as modified by the First Addendum was adequate
4 consideration for the Patents and in Flex AP’s best interest, and by concealing
5 his personal stake in AutoConnect;
- 6 b. Misrepresenting the transfer’s purpose as seeking investors to develop a product
7 company, when he intended to use AutoConnect as a patent infringement
8 plaintiff;
- 9 c. Omitting a license for Flex AP in the Assignment and the Note, stripping Flex
10 and Flex AP of rights to practice its Patents;
- 11 d. Pursuing a Topi spin-out for personal gain while still employed by Flex,
12 planning to join AutoConnect as shareholder;
- 13 e. Authorizing Flex AP to pay AutoConnect’s patent maintenance fees both by his
14 instruction and via the First Addendum so that Flex AP would pay the fees and
15 expenses without ensuring reimbursement, prioritizing AutoConnect’s interests;
- 16 f. Structuring the First Addendum to deter Flex AP from reclaiming the Patents;
- 17 g. Concealing his conflicts of interest and coordinating with Suorsa and
18 Hershenson to form AutoConnect to acquire the Patents, as evidenced by his
19 communications about “selling” the technology to AutoConnect and using
20 AutoConnect’s corporate form to shield liability, violating ethical obligations as
21 Flex’s counsel; and
- 22 h. Causing AutoConnect to refuse to satisfy the Note or return the Patents after
23 Flex’s AP’s demand.

24 146. Ricci made these misrepresentations or omissions with the intent to deceive Flex
25 AP, including the Patent transfer.

26 147. Flex AP reasonably relied on Ricci’s representations and omissions, given his
27 trusted role and fiduciary duties.
28

1 148. Ricci willfully and fraudulently concealed material facts, including: by
2 misrepresenting the transfer's purpose as seeking investors to develop a product company when he
3 intended to join AutoConnect and use AutoConnect as a patent infringement plaintiff; and falsely
4 representing the Note was adequate consideration for the Patents and in Flex and Flex AP's best
5 interest while concealing his personal stake in AutoConnect. This prevented Flex and Flex AP
6 from discovering the fraud until 2025, when Flex AP responded to discovery requests issued by
7 automakers GM and Toyota in connection with AutoConnect's lawsuits against them, tolling the
8 three-year statute of limitations (Cal. Code Civ. Proc. § 338(d)) under the discovery rule and
9 equitable tolling principles.

10 149. As a direct and proximate result of Ricci's fraud, Flex AP has suffered substantial
11 harm and damages, including: loss of the Patents, incurrence of unreimbursed patent expenses, and
12 exposure to third-party claims by automakers who are current, former, or potential Flex or Flex AP
13 customers, with damages to be proven at trial.

14 150. In doing the acts alleged in this Complaint, Ricci acted with fraud and/or malice as
15 defined in Cal. Code Civ. § 3294, therefore entitling Flex AP to punitive damages and attorney's
16 fees and costs.

17 COUNT III

18 **Fraudulent Inducement**

19 151. Flex AP incorporates and realleges by reference the allegations above as if fully set
20 forth herein.

21 152. Ricci fraudulently induced Flex AP to enter into the Assignment, the Note, and the
22 First Addendum by:

- 23 a. Falsely representing the Note as modified by the First Addendum was adequate
24 consideration for the Patents and in Flex AP's best interest, and by concealing
25 his personal stake in AutoConnect; and
- 26 b. Misrepresenting the transfer's purpose as seeking investors to develop a product
27 company, when he intended to use AutoConnect as a patent infringement
28 plaintiff.

1 159. Ricci improperly retained Flex and Flex AP's confidential information when he
2 departed Flex. The confidential Flex and Flex AP information that Ricci retained after his
3 employment terminated, including those described above in paragraphs 111-113, are trade secrets
4 as defined in Cal. Civ. Code 3426.1(d). The confidential Flex and Flex AP information that Ricci
5 retained is not generally known or readily ascertainable, and it derives independent economic value
6 from being secret and not known to others, thereby providing Flex and Flex AP with a significant
7 competitive advantage. The Flex and Flex AP confidential information that Ricci retained has been
8 subject to reasonable measures to maintain their secrecy, including through confidentiality
9 agreements and limited access within Flex and Flex AP.

10 160. At the time of Ricci's departure from Flex, Ricci knew or should have known that
11 the retention of the confidential Flex and Flex AP information was unlawful. This was true under
12 California law and under the Employee Proprietary Information Agreement that Ricci signed as a
13 condition of his employment with Flex. (Ex. 6.)

14 161. Ricci misappropriated the confidential information belonging to Flex and Flex AP
15 for his own benefit, without Flex's or Flex AP's express or implied consent or authorization, by,
16 among other things, retaining such information improperly and using it in violation of obligations
17 of confidentiality. Ricci had access to the confidential Flex and Flex AP information solely due to
18 his position at Flex. His access and use of the confidential Flex and Flex AP information was
19 conditioned on and limited to the work he performed for Flex and Flex AP's benefit and pursuant
20 to the terms of the Employee Proprietary Information Agreement he signed. In fact, the Employee
21 Proprietary Information Agreement expressly prohibits unauthorized disclosure or dissemination
22 outside of Flex or retention of such information after his departure from Flex. Ricci
23 misappropriated the confidential Flex and Flex AP information despite knowing their confidential,
24 secret, and protected nature.

25 162. On information and belief, the confidential Flex and Flex AP information taken by
26 Ricci was received, acquired, possessed, and/or used by AutoConnect. On information and belief,
27 AutoConnect would not have been able to continue as a going concern but for Ricci's retention of
28 Flex and Flex AP's confidential information.

1 5. Damages resulting from Ricci’s misappropriation of Flex AP’s confidential trade
2 secrets;

3 6. An order requiring Ricci to cause the Patents to be returned to Flex AP;

4 7. For reasonable attorney’s fees, costs, and expenses;

5 8. For pre-judgment and post-judgment interest at the maximum allowable rate on any
6 amounts awarded; and

7 9. For any other and further relief as the Court deems just and proper.

8 **JURY TRIAL DEMAND**

9 Plaintiff Flextronics AP, LLC requests a jury trial on all matters so triable.

10
11 Dated: January 6, 2026

BRYAN CAVE LEIGHTON PAISNER LLP

12 By: /s/ (Ashley) Hyun-Jeong Kim
13 (Ashley) Hyun-Jeong Kim
14 Counsel for Plaintiff FLEXTRONICS AP, LLC

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