IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

AKOUSTIS TECHNOLOGIES, INC. AND AKOUSTIS, INC., Plaintiffs, v. QORVO, INC., Defendant.	Case No. 2:23-cv-00180 JURY TRIAL DEMANDED

DEFENDANT QORVO, INC.'S MOTION TO DISMISS PLAINTIFFS' COMPLAINT PURSUANT TO RULE 12(b)(6)

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I. INTRODUCTION

Defendant Qorvo, Inc. ("Qorvo") respectfully moves the Court to dismiss this case for failure to state a claim under Rule 12(b)(6). As set forth below, Plaintiffs Akoustis Technologies, Inc. and Akoustis, Inc. (collectively, "Akoustis") filed this case against Qorvo in a last-ditch effort to avoid the consequences of their own bad conduct. In a nutshell, Akoustis stole Qorvo's employees; stole Qorvo's technology; and stole Qorvo's trade secrets. Akoustis also falsely told customers and investors that is products were superior due to the use of "single crystal" technology when, in fact, the products were not single crystal. Eighteen months after Qorvo sued Akoustis in the District of Delaware for these misdeeds, Akoustis filed this lawsuit alleging infringement of a single patent containing only method claims directed to a manufacturing process. Unfortunately for Akoustis, its retaliatory Complaint fails as a matter of law for two reasons.

First, Akoustis does not own the patent it is asserting. Instead, Akoustis admits that Cornell Research Foundation, Inc. ("Cornell") owns the patent. Although Akoustis alleges that it is the "exclusive licensee," the license agreement with Cornell does not transfer "all substantial rights" to Akoustis and, as such, Akoustis cannot sue Qorvo for infringement under Section 281 of the Patent Act unless Cornell joins as a plaintiff. *See, e.g.*, *Intellectual Property Development, Inc. v. TCI Cablevision of California,* 248 F.3d 1333, 1347-1348 (Fed. Cir. 2001) ("[U]nlike an assignee that may sue in its own name, an exclusive licensee having fewer than all substantial patent rights (that is not subject to an exception) that seeks to enforce its rights in a patent generally must sue jointly with the patent owner"). Under these circumstances, the case must be dismissed if Akoustis is unable or unwilling to add Cornell as a plaintiff.

Second, Akoustis fails to allege facts adequate to state a claim of infringement against Qorvo. As set forth below, the asserted patent includes only method claims directed to a

manufacturing process. Akoustis, however, does not allege that **Qorvo** practices the claimed manufacturing method. *See* Compl., ¶¶ 34-52. Instead, Akoustis appears to allege that unidentified third parties ("partners and suppliers") practice the claimed method and then sell the resulting products (epitaxial wafers) to Qorvo for inclusion as components in products that Qorvo sells. Compl., ¶53. These allegations are insufficient as a matter of law to assert a claim for direct infringement against **Qorvo**. *See, e.g.*, *Ormco Corp. v. Align Tech., Inc.,* 463 F.3d 1299, 1311 (Fed. Cir. 2006) ("Method claims are only infringed when the claimed process is performed, not by the sale of an apparatus").

Akoustis's allegation of indirect infringement is also inadequate. To state a claim for indirect infringement, Akoustis was required allege nonconclusory facts that support a reasonable inference that Qorvo knowingly induced third parties to use the manufacturing process claimed in the asserted patent. But the Complaint is entirely devoid of any such facts. Instead, in a single-paragraph allegation, Akoustis recites a boilerplate list of acts of inducement (e.g., advertising a product, providing instructions) that have no applicability in the context of inducing a third party to perform the steps of a manufacturing process. Such conclusory and generic allegations, untethered to the context of this case, are insufficient. *See, e.g.*, *Addiction and Detoxification Institute L.L.C. v. Carpenter,* 620 Fed. Appx. 934, 938 (Fed. Cir. 2015) ("Simply repeating the legal conclusion that Defendants induced infringement or contributorily infringed does not plead 'factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged'"). Accordingly, Akoustis's claim of infringement should be dismissed.

II. BACKGROUND

A. The Parties

Qorvo is a global supplier of semiconductor solutions. *See* Compl., ¶10. Qorvo maintains a design, sales, support, and manufacturing facility in Richardson, Texas. *Id.*, ¶16. Akoustis Technologies, Inc. and Akoustis, Inc. are both Delaware corporations with their principal places of business in North Carolina. *Id.*, ¶¶5, 6.

B. Qorvo Sues Akoustis For Stealing Qorvo's Technology

Former Qorvo employees formed Akoustis to compete against Qorvo in the market for bulk acoustic wave ("BAW") filters. DeFosse Decl., Ex. B, ¶¶37-40. Rather than developing its own technology and competing fairly with Qorvo, Akoustis adopted a series of anticompetitive practices to shortcut the time needed to enter the BAW market. *Id.*, ¶53. On October 4, 2021—nearly 18 months before Akoustis filed this case—Qorvo sued Akoustis in Delaware to stop these anticompetitive practices (the "Delaware Action"). In that lawsuit, Qorvo accuses Akoustis of (i) knowingly infringing two Qorvo patents, (ii) systemically and illegally hiring employees from Qorvo to obtain Qorvo's confidential information, and (iii) making false statements to investors and customers about the attributes of Akoustis's products. *Id.*, ¶¶46-91.

In late 2022 and early 2023, discovery in the Delaware Action revealed that Akoustis and certain former Qorvo employees had also engaged in a widespread scheme to steal Qorvo's trade secrets. *See* DeFosse Decl., Ex. C (Delaware Action Second Amended Complaint), ¶¶61-153. In particular, Qorvo discovered that Akoustis had obtained a large volume of Qorvo confidential documents and employees at Akoustis—including high-level executives—circulated those documents for use in nearly every aspect of Akoustis's business. *Id.*, ¶62.

On February 8, 2023, Qorvo filed an amended complaint in the Delaware Action asserting claims for trade secret misappropriation. *See* DeFosse Decl., Ex. C. The amended

compliant alleges that Akoustis misappropriated no fewer than 86 trade secrets. *See id.*, ¶¶61-153. Following the filing of the amended complaint, Qorvo continued to discover additional evidence of Akoustis's misappropriation scheme. To date, Qorvo has located **more than 300** confidential and proprietary Qorvo documents in Akoustis's files. *See* DeFosse Decl., ¶5. On May 1, 2023, Qorvo served its trade secret disclosure in the Delaware Action identifying 351 trade secrets that Akoustis misappropriated. *See id.*, ¶6.

C. Akoustis Files Retaliatory Litigation Asserting a Patent It Does Not Own

After its scheme to steal Qorvo's trade secrets was revealed in the Delaware Action, Akoustis was desperate to find a way to manufacture leverage over Qorvo. On April 20, 2023, Akoustis filed this retaliatory lawsuit accusing Qorvo of infringing U.S. Patent No. 7,250,360 (the "'360 patent").

Importantly, Akoustis does not own the '360 patent. *See* Compl., ¶21. Rather, Akoustis licenses the '360 patent from Cornell.[1] *Id.* Akoustis alleges that it has the right to bring this lawsuit against Qorvo for infringement of the '360 patent under a 2016 license agreement (the "License Agreement"). Compl., ¶21. Akoustis did not include a copy of the License Agreement with the Complaint. Nor did Akoustis include any allegations concerning which rights to the '360 patent were transferred to Akoustis under the Agreement and which rights remain with Cornell.

On May 25, 2023, in response to Qorvo's request, Akoustis produced a copy of the License Agreement. DeFosse Decl., ¶1, Ex. A. The License Agreement confirms that Cornell retains substantial rights to the '360 patent, including rights related to

[1] The Complaint does not specify whether one or both of the Plaintiffs is the licensee of the '360 patent. *See* Compl., ¶21.

[redacted]. *See id.*, Ex. A. More specifically, the License Agreement provides that:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

As set forth below, in light of the rights Cornell retained to the '360 patent, Cornell be named as a plaintiff in any suit alleging infringement of the '360 patent.

D. Akoustis Fails to Identify Facts Showing Infringement of Method Claims

The '360 patent has two independent claims (1 and 18) and 22 dependent claims. *See* Dkt. 1-2 at 6. All of the claims are method claims directed to "[a] **process for growing** an epitaxial layer." *See id* (emphasis added). Akoustis alleges that Qorvo directly and indirectly infringes claim 1 of the '360 patent, which reads as follows:

> 1. A **process for growing** an epitaxial layer on a lattice mismatched substrate comprising the steps of:
>
> a) providing a substrate;
>
> b) pre-treating a surface of the substrate with at least one group III reactant or at least one group II reactant at an elevated growth temperature prior to introducing a group V reactant or a group VI reactant;
>
> c) introducing a group V reactant or a group VI reactant to grow a nucleation layer on the surface of the substrate; and
>
> d) growing a buffer layer on said nucleation layer, said buffer layer providing a surface upon which said epitaxial layer is grown.—

While every asserted claim is directed to a **manufacturing process** for growing epitaxial layers, the Complaint does not allege any facts that would plausibly support an inference that **Qorvo** is engaged in such manufacturing. Rather, the Complaint is primarily directed to allegations concerning attributes of a **product** (not a manufacturing process) that Qorvo sells. *See* Compl., ¶¶36-52. Akoustis alleges that attributes of the finished product are consistent with the claimed manufacturing process—e.g., Akoustis alleges that the product includes a silicon carbide (SiC) substrate (*id*., ¶¶39-40) and an aluminum gallium nitride (AlGaN) layer (*id*., ¶¶42-52). Beyond these product-focused allegations, however, Akoustis does not allege that **Qorvo** actually performed any of the steps of the claimed **manufacturing process**. *See* Compl., ¶¶35-52. Instead, at critical junctures of the Complaint, Akoustis switches to using the passive voice—

alleging that the accused products "are made" **by an unidentified party** "using a process for growing an epitaxial layer." *Id.*, ¶ 35; *see also id.*, ¶36 (QPD1000 "is made" **by an unidentified party** "using a process that grows a gallium nitride (GaN) epitaxial material on a silicon carbide (SiC) substrate").[2] Elsewhere, Akoustis asserts that there are **third parties**— "partners and suppliers"—who "are involved in the manufacturing" of the accused products. *Id.*, ¶53. While Akoustis includes a boilerplate allegation that Qorvo induces these third parties to perform the claimed manufacturing process, Akoustis does not allege any facts supporting that boilerplate assertion. *See id.*

III. ARGUMENT

The Complaint should be dismissed under Rule 12(b)(6) for two independent reasons—(1) Akoustis does not (and cannot) allege that it is a "patentee" entitled to sue Qorvo for infringing the '360 patent under 35 U.S.C. § 281; and (2) Akoustis failed to plausibly allege direct or indirect infringement under 35 U.S.C. § 271.

A. The Complaint Must Be Dismissed for Failure to Join Cornell as a Plaintiff

Under the Patent Act, only a "patentee" may bring a civil action for patent infringement. 35 U.S.C. § 281. The term "patentee" includes the original patentee and "successors in title," but does not include "mere licensees." *Lone Star Silicon Innovations LLC v. Nanya Tech. Corp.*, 925 F. 3d 1225, 1229 (Fed. Cir. 2019). The Federal Circuit has thus recognized "three categories of plaintiffs in patent infringement cases": (1) "a patentee, i.e., one with all rights or all substantial

[2] The carefully-worded allegations are not an accident. Many Akoustis employees worked at Qorvo and, as such, Akoustis is aware that Qorvo does not manufacture the epitaxial wafers incorporated as components into the accused products. Akoustis therefore cannot allege, consistent with its obligations under Rule 11, that Qorvo practices the manufacturing process of the asserted claims. Akoustis thus attempts to circumvent this problem by switching to the passive voice and alleging that the accused products "are made" using the claimed manufacturing process (rather than alleging that Qorvo practices the manufacturing process).

rights in a patent, can sue in its own name"; (2) "a licensee with exclusionary rights can sue along with the patentee"; and (3) "a licensee who lacks exclusionary rights has no authority to assert a patent (even along with the patentee)." *Id.* at 1228.

Here, Akoustis does not hold "all substantial rights" to the asserted patent and therefore cannot sue in its own name under § 281. Rather, Akoustis is "a licensee with exclusionary rights" and, as such, can only sue if the patentee (Cornell) is also a plaintiff.

1. Akoustis cannot sue Qorvo without Cornell because it does not hold all substantial rights to the asserted patent

Where, as here, the party asserting patent infringement is not the original patentee, "the critical determination regarding [the] party's ability to sue in its own name is whether the agreement transferring patent rights to that party is, in effect, an assignment or a mere license." *AsymmetRx, Inc. v. Biocare Med., LCC*, 582 F.3d 1314, 1319 (Fed. Cir. 2009). To distinguish between an assignment and a license, courts must look to the substance of the agreement and determine "whether the agreement transferred all substantial rights to the patents." *Id.* (citing *Vaupel Textilmaschinen KG v. Meccanica Euro Italia S.P.A.*, 944 F.2d 870, 874 (Fed.Cir.1991)). This inquiry requires considering the totality of the agreement, but the Federal Circuit has often focused first on "two salient rights: enforcement and alienation." *Lone Star*, 925 F. 3d at 1231. Where a party does not have complete control over the alienation and enforcement of a patent, it is unlikely that the party holds "all substantial rights" to the patent. *See id.* at 1231-1233.

The Complaint nakedly asserts that Akoustis "owns all rights to the '360 Patent **necessary to bring this action**." Compl., ¶21 (emphasis added). But the Federal Circuit has repeatedly held that possessing the contractual right to bring a lawsuit for infringement **is not the same** as holding "all substantial rights" to a patent. *See, e.g., Prima Tek II, L.L.C. v. A-Roo Co.*, 222 F.3d 1372, 1381 (Fed. Cir. 2000) ("Standing to sue for infringement depends entirely on the

putative plaintiff's proprietary interest in the patent, not on any contractual arrangements among the parties regarding who may sue and who will be bound by judgments."); *Lone Star*, 925 F. 3d at 1232 (holding that Plaintiff lacked "all substantial rights" despite "[t]he fact that the transfer agreement allows [Plaintiff] to assert the patents against [Defendants]"); *Sicom Systems, Ltd. v. Agilent Technologies*, 427 F.3d 971, 979 (Fed. Cir. 2005) (finding plaintiff lacked all substantial rights despite having "an exclusive right to sue for commercial infringement").

While Akoustis alleges it has the contractual right to bring this lawsuit, Akoustis does not (and cannot) allege that it holds "all substantial rights" to the '360 patent as required under § 281. Rather, the License Agreement between Cornell and Akoustis reserves substantial rights to Cornell, including rights related to [redacted]

[redacted]

[3] In disposing of a motion under Rule 12(b)(6), the Court may consider "the complaint, any documents attached to the complaint, and any documents attached to the motion to dismiss that are central to the claim and referenced by the complaint." *Lone Star Fund V (U.S.) L.P. v. Barclays Bank PLC*, 594 F.3d 383, 387 (5th Cir. 2010). The License Agreement is referenced in the Complaint (*see* Compl., ¶21) and is central to Akoustis's claim because the Agreement is the sole basis for Akoustis's assertion that it has the right to bring this lawsuit.

[redacted]

[redacted]

[redacted]

Under these circumstances, Akoustis does not and cannot plausibly allege that it holds "all substantial rights" in the '360 patent. The sole allegation in the Complaint—that Akoustis has the contractual right "to bring this action"—is legally insufficient under § 281. Further, As such, Akoustis cannot maintain this lawsuit in its own name. *Lone Star,* 925 F.3d at 1234 ("In sum, we agree with the district court that AMD did not transfer all substantial rights in the asserted patents. Lone Star is therefore not the relevant patentee and cannot assert these patents in its own name under § 281").

2. Akoustis must join Cornell or have the case dismissed

The Federal Circuit has held that an exclusive licensee lacking all substantial rights "should be given an opportunity to join [the Patent Owner] as a necessary party before th[e] case is dismissed." *Lone Star*, 925 F.3d at 1236. Accordingly, Akoustis should be granted leave to add Cornell as a plaintiff. If Akoustis is unable or unwilling to add Cornell, then the case must be dismissed under § 281.[4]

B. The Complaint Must Be Dismissed for Failure to State a Claim

The Complaint should also be dismissed because Akoustis fails to state a plausible claim for direct or indirect infringement.

[4] Qorvo respectfully requests that the Court stay this action until such time as Akoustis adds Cornell as a plaintiff given that Akoustis has no right to pursue this action in its own name under § 281.

To survive a motion to dismiss, a plaintiff must plead enough facts "to state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). A claim is "plausible on its face" when the pleaded facts allow the court to "draw the reasonable inference that the defendant is liable for the misconduct alleged." *Iqbal*, 556 U.S. at 678. The Plaintiff need not prove its case at the pleading stage, nor do the "Federal Rules of Civil Procedure . . . require a plaintiff to plead facts establishing that each element of an asserted claim is met." *In re Bill of Lading Transmission & Processing Sys. Patent Litig.*, 681 F.3d 1323, 1335, 1339 (Fed. Cir. 2012). Instead, the Complaint must "place the alleged infringer 'on notice of what activity . . . is being accused of infringement.'" *Lifetime Indus., Inc. v. Trim-Lok, Inc.*, 869 F.3d 1372, 1379 (Fed. Cir. 2017) (quoting *K-Tech Telecomms., Inc. v. Time Warner Cable, Inc.*, 714 F.3d 1277, 1284 (Fed. Cir. 2013)).

1. Akoustis fails to plausibly allege direct infringement

Akoustis's allegations of direct infringement are deficient in two respects: (1) Akoustis does not (and cannot) allege that Qorvo itself performs the steps of the claimed manufacturing process, and (2) Akoustis fails to plausibly allege that anyone—whether Qorvo or a third party—uses "an elevated growth temperature" in manufacturing the Accused Products.

a. The Complaint fails to plausibly allege that Qorvo performs any steps of the claimed method

All of the claims of the '360 patent are method claims directed to a "process for growing an epitaxial layer." It is black-letter law that "[a] method claim is directly infringed only by one practicing the patented method." *Joy Techs., Inc. v. Flakt, Inc.*, 6 F.3d 770, 775 (Fed. Cir. 1993). Alleging that a person sells a product does not plausibly state a claim for direct infringement of a method claim. *Ormco Corp. v. Align Tech., Inc.,* 463 F.3d 1299, 1311 (Fed. Cir. 2006) ("Method

claims are only infringed when the claimed process is performed, not by the sale of an apparatus").

Akoustis first alleges that Qorvo directly infringes claims of the '360 patent "by making, using, selling, and/or offering for sale in the United States or importing into the United States infringing products, including the Accused Products." Compl., ¶34. This boilerplate allegation of infringement does not plausibly allege that Qorvo performed the necessary steps of the '360 patents two independent method claims.

Akoustis next alleges—in the passive voice—that the Accused Products include an epitaxial layer made using the method of the '360 patent. Compl., ¶35. The Complaint, however, is entirely devoid of any factual allegations that **Qorvo itself** manufactures the epitaxial wafers found in the Accused Products. *See id.*, ¶¶34-52. To the contrary, the Complaint opaquely refers to Qorvo purchasing epitaxial wafers from "partners and suppliers" who "are involved in the manufacturing" of the accused products. *See id.*, ¶53. The failure to allege that Qorvo manufactures epitaxial wafers was not an accident. Akoustis—a company that employs many former Qorvo engineers—is aware that Qorvo **does not** manufacture the epitaxial wafers incorporated as components of the Accused Products. As such, Akoustis does not (and cannot in good faith) allege that Qorvo performs any of the steps of the claimed "process for growing an epitaxial layer."

b. The Complaint is devoid of factual allegations concerning the use of "an elevated growth temperature"

The Complaint also fails to plausibly allege that **anyone** performs the process claimed in the '360 patent. In particular, the asserted claims of the '360 patent require pre-treating the surface of a substrate "at an elevated growth temperature." *See* Compl., ¶34. The Complaint includes only two conclusory allegations related to this required feature. First, parroting the

language of the claims, Akoustis asserts that the Accused Products "comprise" pre-treating a surface of the substrate "at an elevated growth temperature." *Id.*, ¶ 41. But Akoustis provides no explanation of how an Accused Product could "comprise" a step of a method claim (*see id.*) and it is black letter law that selling a product does not constitute infringement of a method claim. *See, e.g., i4i Ltd. P'ship v. Microsoft Corp.*, 598 F.3d 831, 850 (Fed. Cir. 2010) ("Because the claims asserted by i4i are method claims, Microsoft's sale of Word, without more, did not infringe the ′449 patent [as] [d]irect infringement occurs only when someone performs the claimed method").

Akoustis next asserts, solely "[o]n information and belief," that the Accused Product "is grown by using . . . an elevated temperature." *Id.*, ¶43. But Akoustis fails to provide even **a single factual allegation** to support this conclusory assertion. *See id.* While Akoustis provides screenshots of various graphs allegedly representing features of the Accused Products (e.g., a SiC substrate, an AlGaN layer), Akoustis fails to explain how those screenshots are connected (if at all) with using an elevated growth temperature as part of the manufacturing process as required by the claims. *See id.*, ¶¶42-50. As such, the Complaint fails to place Qorvo on notice of what activity allegedly infringes the '360 patent. *See, e.g., Chapterhouse, LLC v. Shopify, Inc.*, No. 18-cv-0300, 2018 WL 6981828, at *2 (E.D. Tex. Dec. 10, 2018) ("While screenshots may be useful in laying out a plausible allegation of patent infringement, Plaintiff must further allege how the screenshots meet the text of the exemplary claim in order to lay out sufficient factual allegations which might permit the Court to find that the *Iqbal/Twombly* standard is met.").

2. Akoustis fails to plausibly allege indirect infringement

To state a claim for induced infringement, Akoustis must allege facts that would permit a plausible inference that Qorvo engaged in an act of inducement—i.e., "culpable conduct,

directed to encouraging another's infringement." *See DSU Med. Corp. v. JMS Co., Ltd.*, 471 F.3d 1293, 1306 (Fed. Cir. 2006). The Complaint is devoid of any such factual allegations.

Akoustis dedicates only a single paragraph to its claim of induced infringement. *See* Compl., ¶53. Akoustis summarily alleges—based solely on "information and belief"—that Qorvo "indirectly infringes claims of the '360 Patent, as provided in 35 U.S.C. § 271(b), by inducing infringement by others." Compl., ¶53. Akoustis then includes a boilerplate allegation that Qorvo engaged in induced infringement by "seeking, buying, distributing, and/or otherwise having the Accused Products made, and providing instructions, documentation, technical support, marketing, product manuals, advertisements, and other information to partners and suppliers suggesting they make the Accused Products in an infringing manner." Compl., ¶53.

As a threshold matter, Akoustis's boilerplate allegations of inducement—reciting a generic, disjunctive list of acts that could, theoretically, qualify as inducement without any facts specific to Qorvo—is precisely the type of allegation that is impermissible under *Iqbal* and *Twombly*. *See Addiction and Detoxification Institute L.L.C. v. Carpenter,* 620 Fed. Appx. 934, 938 (Fed. Cir. 2015) (finding that the plaintiff did not adequately plead indirect infringement where plaintiff alleged that defendants acted "with specific intent to urge, instruct, encourage" infringement by "causing [,] urging, aiding, or instructing others to perform one or more claimed methods of the [] patent").

Moreover, Akoustis's boilerplate allegations of inducement are improper (and incomprehensible) here because the '360 patent is directed to a **manufacturing process**. In this context, Akoustis cannot rely on generic assertions that Qorvo provides "instructions, documentation, technical support, marketing, product manuals, advertisements" concerning the Accused Products. This is not a run-of-the-mill case where a company is accused of inducement

by simultaneously selling an accused product and providing customers with instructions on how to use that product. *See, e.g.*, *NXP U.S. v. MediaTek Inc.*, No. 21-cv-00318, 2022 WL 799071, at *2 (E.D. Tex. Mar. 15, 2022) ("[T]he Court finds it reasonable to infer the necessary intent to support a claim of induced infringement from NXP's allegations that Amazon simultaneously sells the products with the accused Wi-Fi chip while supplying third-parties with the cited literature which instructs performance of allegedly infringing uses of the technology."). Rather, to allege induced infringement here, Akoustis was required to allege specific facts plausibly supporting a claim that Qorvo induced the third party supplier(s) of a component to use a particular manufacturing process in making that component. Under these circumstances, vague and conclusory allegations that Qorvo provided "instructions, documentation, technical support, marketing, product manuals, advertisements" are not sufficient. *See, e.g.*, *S.A.R.L. v. Apple Inc.*, Case No. 6:14-cv-751-JDL, 2015 WL 5000397 at *4 (E.D. Tex. June 3, 2015) ("In a broad sense, the provision of instructions by an accused infringer may indicate specific intent to induce infringement. However, failing to allege any facts identifying, even at a basic level, which functionalities of the accused products are at issue, or how the instructions direct customers to use those products in an infringing manner, falls short of satisfying Rule 8's notice requirement."); *American Vehicular Sciences LLC v. Mercedes–Benz U.S. International, Inc.*, 2014 WL 10291478 at *4 (E.D. Tex. Feb. 7, 2014) (dismissing induced infringement claim where plaintiff made only general allegation that defendants provided "detailed explanations, instructions and information" because "naked assertions devoid of further factual enhancement are insufficient to state a claim").

IV. CONCLUSION

For the foregoing reasons, Qorvo respectfully requests that the Court grant its Motion to Dismiss Plaintiffs' Complaint.

Dated: June 26, 2023

Respectfully submitted,

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Attorneys for Defendant Qorvo, Inc.

CERTIFICATE OF SERVICE

I hereby certify that, on June 26, 2023 I caused the foregoing to be filed on this Court's CM/ECF record for service on all record counsel. I further certify that I caused the foregoing to be served via e-mail to all record counsel.

/s/ Robert M. Masters
Robert M. Masters

CERTIFICATE OF AUTHORIZATION TO FILE UNDER SEAL

Pursuant to Local Rule CV-5(a)7(B), I hereby certify that a motion to seal has been filed with respect to (i) the foregoing Defendant Qorvo Inc.'s Motion to Dismiss Plaintiffs' Complaint Pursuant to Rule 12(b)(6); and (ii) Exhibit A to the foregoing document.

/s/ Robert M. Masters
Robert M. Masters