

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

AUTOCONNECT HOLDINGS LLC,	§	
	§	
Plaintiff,	§	Case No. 2:24-cv-00802-JRG-RSP
v.	§	(Lead Case)
	§	
TOYOTA MOTOR CORPORATION, et	§	
al.,	§	
	§	
Defendants.		

AUTOCONNECT HOLDINGS LLC,	§	
	§	
Plaintiff,	§	Case No. 2:24-cv-00877-JRG-RSP
v.	§	(Member Case)
	§	
GENERAL MOTORS LLC,	§	
	§	
Defendant.	§	

**PLAINTIFF AUTOCONNECT’S OPENING
CLAIM CONSTRUCTION BRIEF**

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I. INTRODUCTION

The parties' approaches to claim construction could not be more different. AutoConnect applies the ordinary meaning of the claim language to most terms, resorting to construction only where a technical term carries a specialized meaning that would aid the jury. By contrast, Defendants pursue sweeping indefiniteness challenges and narrowing rewrites untethered to the intrinsic record. Their indefiniteness theories reach more than one hundred asserted claims, mostly by attacking routine drafting conventions like "one or more" and "and/or"—even though those phrases appear repeatedly in both their own and their expert's patents. They likewise recast ordinary terms such as "selected" to impose requirements the intrinsic record does not support.

Where Defendants seek to narrow, redefine, or invalidate, Federal Circuit precedent requires adherence to the claim language and the intrinsic record. AutoConnect's constructions reflect the correct approach. They apply the ordinary meaning consistent with how a POSITA would understand the terms, honor the claims and specifications, and avoid importing unclaimed limitations or rewriting terms to create indefiniteness where none exists.

II. THE ASSERTED PATENTS

AutoConnect owns a patent portfolio comprising nearly one hundred issued patents directed to various connected-vehicle technologies. In 2024, after providing GM and Toyota with notice of infringement the year before, AutoConnect filed these actions asserting eleven patents against Toyota and ten patents against GM, for a total of fifteen patents between them. The fifteen asserted patents address different aspects of connected-vehicle functionality, including user identification and profiles, application execution, device connectivity, cloud-based services, vehicle control and configuration, system security, and related technologies.

Thirteen of the fifteen patents include disputed terms. The table below identifies each patent, with the second and third columns indicating who the patents are asserted against, the

“Terms” column reflecting the number of disputed terms associated with each patent followed by the number alleged indefinite, and the final column describing the patent’s general subject matter.

Patent	TOY	GM	Terms	General Subject Matter
8,793,034 (Ex. A)	X		2 / 1	Recognizing an occupant within a vehicle zone and configuring the zone based on the occupant’s settings
9,020,491 (Ex. B)	X	X	4 / 2	A vehicle system that processes application requests, evaluates available operating conditions, and displays information received from a connected device
9,020,697 (Ex. C)	X		5 / 3	Detecting a device’s connection or connection attempt, determining its location relative to vehicle zones, and permitting or denying network access accordingly
9,082,239 (Ex. D)		X	1 / 1	Using an occupant’s stored persona and vehicle-related information to determine and perform an assistance action not based on the occupant’s preceding request
9,098,367 (Ex. E)		X	1 / 0	Evaluating vehicle configuration data against an application’s requirements to determine whether the application can be installed or run on the vehicle
9,116,786 (Ex. F)	X	X	5 / 2	Controlling vehicle components based on authenticated requestors who have different privilege levels to issue commands affecting those components
9,123,186 (Ex. G)	X		4 / 2	Controlling vehicle tasks, functions, or operations based on an authenticated occupant’s account permissions and the occupant’s location or the vehicle’s operating state
9,140,560 (Ex. H)	X	X	3 / 0	A vehicle system that determines available resources, devices, and sources, processes cloud-service requests, and displays cloud-service data from a connected device
9,147,297 (Ex. I)		X	1 / 0	Adjusting infotainment system settings based on a user’s profile and access priority relative to other users
9,173,100 (Ex. J)		X	2 / 2	Managing vehicle computational components by detecting a security-measure breach and isolating affected components from unaffected components
9,290,153 (Ex. K)	X	X	5 / 2	Discovering communication devices wirelessly connected to a vehicle, populating system data with their information, and refreshing the vehicle’s display accordingly
10,862,764 (Ex. L)	X	X	1 / 0	A vehicle system in which the vehicle control system communicates with onboard sensors and uses computing capability of a connected device
12,039,243 (Ex. M)	X	X	1 / 0	Managing vehicle user profiles by authorizing access requests, identifying requested preference changes, and creating updated profiles at the vehicle

III. LEGAL STANDARD

The “words of a claim are generally given the[] ordinary and customary meaning” they “would have to a person of ordinary skill in the art in question at the time of the invention.” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312–13 (Fed. Cir. 2005) (en banc). The “only two exceptions” are: “1) when a patentee sets out a definition and acts as his own lexicographer, or 2) when the patentee disavows the full scope of a claim term either in the specification or during prosecution.” *Thorner v. Sony Comput. Entm’t Am. LLC*, 669 F.3d 1362, 1365 (Fed. Cir. 2012). It is improper to import limitations from the specification into the claims. *Phillips*, 415 F.3d at 1323.

A claim is only indefinite if it is shown, by clear and convincing evidence, that the “claims, viewed in light of the specification and prosecution history, [do not] 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, 912 n.10; 910 (2014). “[T]he definiteness requirement must take into account the inherent limitations of language. Some modicum of uncertainty . . . is the price of ensuring the appropriate incentives for innovation.” *Id.* at 909 (internal citations and quotations omitted).

IV. DISCUSSION OF CLAIM TERMS

A. “selected”

Claims	AutoConnect	Defendants
’697: 4, 6, 11, 13, 18, 20 ’786: 1-3, 6, 7, 16, 23-25, 28 ’153: 7, 9, 18, 20	Plain and ordinary meaning	chosen

The claims’ use of the term “selected” should be preserved. It functions as an identifying descriptor—pointing to the component, device, profile, or access point that is relevant to the claimed operation—not as a verb imposing the separate act of choosing. T. Williams Decl.¹ ¶¶

¹ The Declaration of Tim. A. Williams, Ph. D. Relating to Claim Construction is attached hereto as Exhibit N.

58-59. For example, the '697 and '153 patents refer to a device's movement relative to a "selected access point," and the '786 patent refers to a "selected vehicle component" whose state is configured or assessed. *E.g.*, '697 claim 4; '153 claim 7; '786 claim 1. A POSITA would understand "selected" as ordinary English dictates: identifying the item at issue, regardless of whether the designation was predetermined, system-defined, or actively chosen.

Defendants nonetheless seek to replace "selected" with "chosen," substituting a simple, ordinary word with another to argue that infringement requires proof of an active choice, even though the claims themselves impose no such requirement. For example, when a service manual refers to adjusting a setting for a "selected display panel," no one would understand that to require proof that someone actively *chose* that panel from a set of alternatives. The term simply identifies the panel on which the adjustment is being made.

The intrinsic record confirms that no such narrowing is warranted. Where the inventors intended to require an active operation, they used explicit verbs. '786 patent at 33:57-59. And when the specifications use the word "chosen," they do so only in unrelated contexts, such as an "arbitrarily chosen" master controller in the '697 and '153 patents (*e.g.*, '697 patent at 34:62-67) and "chosen preferences" for accessing diagnostic information in the '786 patent (49:63-50:2). The inventors knew how to require an act of choosing when that was intended. Their deliberate use of "selected" reflects a different, descriptive function. T. Williams Decl. ¶ 60.

B. "authenticated"

Claims	AutoConnect	Defendants
'786: 1, 23	Plain and ordinary meaning	Identified and verified as having rights

The claims use "authenticated" in its ordinary sense, which is "verified as genuine." T. Williams Decl. ¶ 61. Claim 1 of the '786 patent, for example, refers to circumstances "when the requestor is authenticated successfully" and thereafter to the "authenticated requestor." In context,

the term addresses whether the requestor is a valid participant in the exchange, not whether the system has determined the requestor's specific identity. Nothing in the claim language requires identity verification, nor does it link authentication to determining the requestor's rights. Those rights are addressed separately and explicitly elsewhere in the claim. *Id.*

Defendants rewrite "authenticated" to mean "identified and verified as having rights," thereby wrongly importing an identity-specific, authorization-based requirement that the claims did not adopt. *See Phillips*, 415 F.3d at 1323 (cautioning against importing limitations from preferred embodiments into the claims); *see also* T. Williams Decl. ¶ 61. Dependent claim 15 confirms the error. It recites that the remote control module authenticates the requestor "by one or more of a biometric feature of the requestor." A biometric check verifies that the presented trait (*e.g.*, fingerprint) is valid, but does not necessarily identify *who* the requestor is, nor does it determine the rights they hold. *Id.* This demonstrates that the inventor understood how to claim authentication methods that *may* involve identity yet did not require it in claim 1. Defendants' proposal collapses this distinction and violates claim differentiation principles. *SunRace Roots Enter. Co., Ltd. v. SRAM Corp.*, 336 F.3d 1298, 1302 (Fed. Cir. 2003) ("claim differentiation ... create[s] a presumption that each claim of a patent has a different scope.").

Defendants' construction also excludes embodiments the specification expressly discloses. Their own expert admitted that an identity-based requirement would read out authentication schemes that verify the validity of the request without ever identifying the person. *See* Ex. O (D. Williams Dep. Tr.) at 50:6-56:16 (confirming encryption methods discussed in the '786 patent at 33:43-56 do not identify a specific individual). Excluding preferred embodiments is "rarely, if ever, correct." *Vitronics Corp. v. Conceptoronic, Inc.*, 90 F.3d 1576, 1583 (Fed. Cir. 1996).

Defendants further conflate *authentication* with *authorization*. The claims maintain a clear distinction between them by requiring that a requestor be “authenticated successfully” and separately requiring a determination of “whether the requestor is privileged to issue the command.” Confirming that the request is genuine is not the same as determining the requestor’s rights. T. Williams Decl. ¶ 61. Redefining “authenticated” to require both would render the claim’s explicit “privileged” determination superfluous, contrary to settled law that courts avoid constructions that make claim language redundant. *See Bicon, Inc. v. Straumann Co.*, 441 F.3d 945, 950 (Fed. Cir. 2006) (“claims are interpreted with an eye toward giving effect to all terms in the claim”).

C. “privileges”

Claims	AutoConnect	Defendants
'786: 1 '186: 1, 6, 8, 13, 15, 20	Plain and ordinary meaning	Rights based on the identity of the individual or entity making the request

The claims use “privileges” consistent with its plain and ordinary meaning. T. Williams Decl. ¶ 62. In both the '786 and '186 patents, “privileges” refers to the permissions or access rights defined within the system, without dictating how those rights must be designed or assigned. The claim language does not restrict privileges to those “based on the identity of the individual or entity making the request,” as Defendants contend. *Id.* For example, claim 15 of the '186 patent states that an “account defin[es] rights and privileges of the user with respect to controlling a vehicle task, function, or operation,” which confirms that privileges can be assigned at the account level and need not be tied to the identity of a specific individual. *Id.*

Defendants’ attempt to narrow “privileges” to rights based on identity, echoes the error in their construction of “authenticated.” Their position would improperly collapse two distinct claim concepts—authentication and authorization—into a single identity-driven requirement. As explained previously, authentication verifies the genuineness of the request, not the requestor’s

rights. Privileges concern the permissions that govern whether a request may be carried out. Defendants’ identity-based formulation erases this distinction and contradicts the claim structure, which requires authentication and a separate privilege determination. T. Williams Decl. ¶ 61.

The specification also forecloses Defendants’ narrowing. It explains that the “vehicle control system can manage user accounts that stipulate, control, and define rights and privileges of each user of the vehicle and vehicle network,” and that “[d]ifferent users and/or devices may include different accounts,” with those “accounts [including] user and/or device-specific privileges.” ’186 patent at 111:15–20. This confirms that privileges may be accounts-based, role-based, system-defined, or device-specific. T. Williams. Decl. ¶ 63. Defendants’ identity-based construction would improperly exclude these embodiments. *Vitronics*, 90 F.3d at 1538.

D. “a microprocessor executable device discovery daemon”

Claims	AutoConnect	Defendants
’697: 1, 3, 5, 8, 12, 15, 19 ’153: 1-4, 8-10, 12, 14, 15, 19-21	A computer program that runs as a background process that can discover devices available for connection	A computer program that runs as a background process that can discover new devices

The parties agree that a “microprocessor executable device discovery daemon” is a computer program that runs as a background process to discover devices. The only dispute is Defendants’ attempt to narrow the term so that the daemon may discover only “new” devices. Nothing in the claims supports that limitation. They describe the daemon “determining” that “a computational device” is connected or attempting to connect, without any requirement that it be new or known. *E.g.*, ’697 claim 1. Similarly, the ’153 claims describe the daemon as “discovering ... one or more communication devices,” without restriction. *E.g.*, ’153 claim 1. The claims address discovering computational or communication devices generally and a POSITA would not understand them to exclude previously-known devices. T. Williams Decl. ¶¶ 64-66.

The specifications contradict Defendants’ narrowing construction. The ’153 patent explains that the daemon “determines whether or not the computational device is recognized and/or authenticated properly,” and that recognition occurs when configuration fields match those “previously encountered and/or recorded in system data.” ’153 patent at 93:7–16. This disclosure expressly contemplates rediscovering known devices. The ’697 patent likewise states that the daemon “may be a computer program that runs as a background process that can discover new devices...*or devices that disconnect from the network 356.*” ’697 patent at 57:45–49. The specification further explains that the daemon “can ping the network when the vehicle starts, when a door opens or closes, or upon the occurrence of other events,” and for each responding device “can populate the system data with the device information and capabilities.” *Id.* at 57:49–57. These disclosures describe a daemon that continuously identifies devices, whether new, previously recognized, or temporarily disconnected. T. Williams Decl. ¶¶ 67-68.

Defendants’ “new devices only” limitation would render these embodiments inoperable. A daemon restricted to discovering only new devices could not repopulate system data for previously connected devices, manage temporary disconnections, or perform the recognition functions the specification describes. Defendants’ construction would improperly exclude embodiments described in the specification.

E. “permitting the computational device to...attempt to access” / “permitted to access or attempt to access”

Claims	AutoConnect	Defendants
’697: 1, 5, 8, 12, 15, 19 ’153: 4, 8, 15, 19	Plain and ordinary meaning	Indefinite

The phrase “permitting the computational device to ... attempt to access” is not indefinite and should be given its plain and ordinary meaning. A POSITA would readily understand that the patents describe a two-stage sequence: (1) detecting or recognizing a computational device and its

location, and (2) based on that determination, authorizing the device to access (or attempt to access) a vehicle network or communication subsystem. T. Williams Decl. ¶¶ 69-70. The claims recite this sequence expressly. *E.g.*, ’697 claim 1 (device discovery daemon determines device location relative to a predetermined area or zone, and then “permit[s] the computational device to access or attempt to access” the network). This reflects a discovery-before-access architecture, where a device initiates or is authorized to initiate a connection even before establishing network access. T. William Decl. ¶¶ 70-72.

The specification reinforces this understanding. Discussing Figure 20, the ’153 patent explains that the daemon first “determines whether or not the computational device is recognized and/or authenticated properly,” with recognition based on stored data. ’153 patent at 93:7-14. When the device is recognized or “determined to be within a proper area and/or zone,” the daemon may determine spatial location to assess privileges. *Id.* at 96:5-16. After those determinations, the specification states: “In step 2020, the device discovery daemon . . . permits or enables connection of the computational device with the vehicle network or communication subsystem.” ’153 patent at 93:7–16, *see also* 57:32–44.

Defendants cannot identify any ambiguity that would prevent a POSITA from understanding the scope of the phrase with reasonable certainty. Their criticism improperly assumes a technical constraint the patents do not impose and that the specifications expressly contradict. Under *Nautilus*, the claims satisfy the definiteness requirement. 572 U.S. at 910.

F. “two or more BLUETOOTH transceivers”

Claims	AutoConnect	Defendants
’491: 11 ’560: 11	Plain and ordinary meaning	Two or more BLUETOOTH transceiver chips

Defendants seek to rewrite the claims by adding a limitation found nowhere in the intrinsic

record. The claims recite “two or more BLUETOOTH transceivers” in claim 11 of the ’491 and ’560 patents. A transceiver is a common term in electronics and refers to a group of devices capable of transmitting and receiving wireless signals. T. Williams Decl. ¶¶ 73-74. Defendants’ proposal appends the term “chips” to the end of the phrase, *i.e.*, “two or more BLUETOOTH transceiver **chips**.” By “chips,” Defendants appear to mean a discrete integrated-circuit (IC) package that can be mounted on a circuit board. There is no basis in the claims to impose a package-level hardware requirement. Defendants’ formulation conflicts with the understanding of a POSITA, which would apply the phrase’s plain and ordinary meaning. *Id.* ¶¶ 74-76.

Defendants’ insertion of “chip” wrongly and fundamentally changes the meaning of the claims. Under the plain language, a system containing two Bluetooth transceivers—whether implemented in separate packages or within a single integrated circuit—meets the claim. But Defendants’ proposal redefines “transceiver” to mean a distinct packaged IC. That rewrite would exclude systems where two Bluetooth transceivers are implemented within a single “chip,” even though such systems plainly satisfy the “two or more BLUETOOTH transceivers” requirement. *Id.* ¶ 76. Defendants’ expert even conceded that a Bluetooth “chip” containing all elements necessary for two transceivers would satisfy the claims as written yet would not satisfy Defendants’ “multiple chips” requirement. Ex. O at 79:17-25; 80:13-81:17. Defendants cannot use claim construction to redefine the scope of the claims where the patentee has not acted as its own lexicographer or unmistakably disclaimed scope. *Thorner*, 669 F.3d at 1366-67 (“The patentee is free to choose a broad term and expect to obtain the full scope of its plain and ordinary meaning unless the patentee explicitly redefines the term or disavows its full scope.”).

The patent specifications reinforce that Defendants’ proposal is incorrect. They do not associate a “transceiver” with a “chip.” When the specifications use “chip,” they do so expressly

and in unrelated contexts, such as describing “any other memory chip or cartridge.” ’491 patent at 5:35–43. The patents nowhere state that a Bluetooth transceiver must be implemented as its own “chip.” Nor would that be correct from a technological perspective. *See* T. Williams Decl. ¶ 76 (explaining that a single “chip” can contain two transceivers if they can each transmit and receive Bluetooth signals). Treating “transceiver” as synonymous with “chip” is inconsistent with the understanding of a POSITA, the claim language, and the specification.

G. “a signal processor” / “the signal processor”

Claims	AutoConnect	Defendants
’491: 11-13 ’560: 11-12	“a” means “one or more” Plain and ordinary meaning as to the remainder of the term.	“a signal processor” must perform all of the steps/functions in the relevant claims.

The parties do not dispute the meaning of “signal processor.” Instead, the dispute concerns whether the Court should apply the well-established rule that “a” means “one or more.” *E.g.*, *Convolve, Inc. v. Compaq Comput. Corp.*, 812 F.3d 1313, 1321 (Fed. Cir. 2016) (“[A]n indefinite article ‘a’ or ‘an’ in patent parlance carries the meaning of ‘one or more.’ . . . Exceptions to this rule are ‘extremely limited’ and require a clear intent to restrict ‘a’ or ‘an’ to ‘one.’”) (internal citations omitted); *see also ABS Global, Inc. v. Cytonome/ST, LLC*, 84 F.4th 1034, 1040-41 (Fed. Cir. 2023). Limiting the claims to one and only one physical processor contradicts this precedent, as well as the intrinsic record.

The claim language confirms that no singular limitation applies. Claim 11 of the ’491 patent describes a signal processor that performs multiple operations, receives an application request, determines available resources and devices, determines load, activates a function, receives user-interface data, and displays the application. Claim 11 of the ’560 patent similarly recites a signal processor that determines cloud services, receives input requests, receives data, and displays that data. The term “a signal processor” encompasses the processor or processors that perform the

recited operations. If multiple processors cooperate to perform those operations, then that cooperating group constitutes the “signal processor.” *Baldwin Graphic Sys., Inc. v. Siebert, Inc.*, 512 F.3d 1338, 1342-43 (Fed. Cir. 2008) (holding the district court improperly construed “a” as singular, despite a later reference to “said fabric roll,” because “said fabric roll” could be interpreted as referring back to more than one fabric roll); *KCJ Corp. v. Kinetic Concepts, Inc.*, 223 F.3d 1351, 1356-57 (Fed. Cir. 2000) (holding the district court improperly construed “a . . . continuous . . . chamber” as singular, where the claims, specification, and file history did not disclaim multiple chambers).

AutoConnect’s proposal also aligns with the patent specifications. They expressly state: “The term ‘a’ or ‘an’ entity, as used herein, refers to one or more of that entity.” *E.g.*, ’491 patent at 5:11–12. They also describe vehicle computing components that distribute processing tasks across multiple components—further confirming that “signal processor” encompasses the processor or processors that perform the claimed operations. *Id.* at 14:37-51.

Because Defendants’ construction improperly adds a singular hardware limitation the ordinary meaning does not require, excludes the distributed-processing embodiments expressly contemplated by the specification, and conflicts with long-standing Federal Circuit precedent, the Court should adopt AutoConnect’s proposed construction.

H. “determine one or more available resources, available devices, and available sources”

Claims	AutoConnect	Defendants
’491: 11, 16	Plain and ordinary meaning	Indefinite

Claims 11 and 16 of the ’491 patent describe a vehicle communication system in which one or more signal processors determine which system components or external entities are available to support a requested application. For example, claim 11 recites receiving an application

request, determining “one or more of available resources, available devices, and available sources,” determining load, activating a function on a device or source, and displaying the application. A POSITA would readily understand the distinction among “available resources,” “available devices,” and “available sources” in the context of vehicle communication systems. T. Williams Decl. ¶¶ 79-82.

The specification reinforces the plain meaning of these terms. For example, “resources” refers to computational or network assets such as processing power, memory, bandwidth, or server capacity. ’491 patent at 16:24–36, 26:55–65. The vehicle’s system interacts with both hardware and software resources. “Devices” refers to physical communication or computational units such as smartphones, tablets, in-vehicle systems, explicitly defined as “any type of device capable of communicating with one or more of another device and/or across a communication network.” *Id.* at 4:21–31. “Sources” refers to origins of data or functionality, such as cloud servers or multimedia providers. *See id.* at 28:51–59 (cloud sources), 3:50, and 16:45–47 (multimedia sources). Each term has a clear, established meaning that is used consistently throughout the specification. T. Williams Decl. ¶ 83.

The later reference in the claims to “activating a function on the device or source to execute the application” does not create ambiguity or render them indefinite. This phrase does not refer back to “said device” or “said source” and therefore need not be satisfied by the same “available device” or “available source” referenced earlier in the claim. Instead, the claim introduces “a device or source,” which under common claim-drafting conventions denotes a device or source appropriate for executing the application—whether or not it is the same entity identified earlier.

Because each term in the phrase (“resources,” “devices,” and “sources”) has a well-established meaning in the art and because the specification uses them consistently, a POSITA

would understand the scope of the limitation with reasonable certainty, as required by *Nautilus*. 572 U.S. at 910. The phrase is not indefinite and should carry its plain meaning.

I. “determine load” / “determining the load”

Claims	AutoConnect	Defendants
'491: 11, 14, 16	Plain and ordinary meaning	Indefinite

The disputed terms appear in claims 11, 14, and 16 of the '491 patent, which describe the same vehicle system discussed in reference to the previous term. The plain meaning of “determine load” means to assess or calculate the level of burden or capacity associated with one or more system components. T. Williams Decl. ¶¶ 84-87. Defendants offer no competing meaning.

The claims and specification confirm this understanding. Claim 11 requires a signal processor to “determine load” and claim 14 recites specific examples of how the system may determine load by “determining a number of input/output messages sent between the device and the vehicle communication system” or by “analyzing information sent to the vehicle communication system by the device.” The specification likewise explains that determining load “may comprise one of: determining a number of input/ output messages sent between a device and vehicle communication system; or analyzing information sent to the vehicle communication system by the device, wherein the selection of the device or source is based both on availability and load.” *Id.* at 33:54-59. These disclosures are consistent with the ordinary meaning of “determining load.” T. Williams. Decl. ¶¶ 88-89.

The fact that different implementations may measure load in different ways does not create uncertainty. The Federal Circuit has made clear that a term is not indefinite simply because it covers a range of possible implementations, so long as a POSITA would understand its scope with reasonable certainty. *See Nautilus*, 572 U.S. at 910. The intrinsic record provides examples of what “load” is and no ambiguity exists that would leave a POSITA unable to apply the term.

Because “load” is a well-understood concept in computer and network systems and is used consistently with its ordinary meaning, the terms “determine load” and “determining the load” are not indefinite and should be given their plain and ordinary meaning.

J. “can be installed currently in an electronic readable memory of”

Claims	AutoConnect	Defendants
'367: 1, 10, 17	Plain and ordinary meaning	Can be copied into an electronic readable memory of and is compatible with

The '367 patent claims describe determining whether a selected application can be installed or executed on a vehicle’s computing system. For example, claim 10 recites a processor configured to “compare[] the vehicle configuration data with the requirement of the selected application to determine . . . whether the selected application can be installed currently in the computer readable medium and/or whether the selected application can be executed currently by the vehicle computer.” The claims thus use “can be installed” in its ordinary sense of a compatibility assessment, which is distinct from the act of installation. T. Williams Decl. ¶ 90.

Defendants nevertheless attempt to replace “installed” with “copied into . . . and is compatible with,” a substitution that rewrites the claim rather than interprets it. Copying software into memory and determining compatibility are not synonymous with installation. An application can be copied into a memory device, and compatibility can be confirmed, without the application being installed—for example, if it is not registered, configured, or otherwise prepared for use by the system. *Id.* ¶ 91. The claim language makes this distinction by separately addressing installation and execution. For example, claim 10 asks whether the application “can be installed” and whether it “can be executed.” Execution refers to running an application that is already installed; installation is the preceding act that prepares the application for execution. Defendants’

construction improperly collapses these two steps, contradicting the claim’s express structure and narrowing the scope the patentee chose to define.

The specification reinforces the distinction. It explains that the system assesses “what applications are installed on the communication device that may be executed by the display device,” and later describes modifying restrictions or permissions “to enable the application to be installed and executed or run” ’367 patent at 28:33-44. These passages show that installation is an enabling process that prepares an application for operation, while execution is the act of running it. T. Williams Decl. ¶¶ 92-93. Nothing in the intrinsic record suggests that “can be installed” should be rewritten to mean merely “copied into *and* is compatible with,” and the term should be given its plain and ordinary meaning.

K. “infotainment system”

Claims	AutoConnect	Defendants
’297: 1, 4-6, 8-9, 12-15, 17, 19	Plain and ordinary meaning	a system providing media and/or multimedia content

A POSITA would understand that the claims use “infotainment system” in its ordinary sense, which is an integrated in-vehicle system providing both informational and entertainment-related capabilities. T. Williams Decl. ¶ 94. The word “infotainment” is a combination of “information” and “entertainment,” and a POSITA would not limit the term to media playback or multimedia output alone as in Defendants’ proposal.

Neither the claims nor the specification support Defendants’ narrow proposal. The claims address infotainment systems in the context of user profiles, access priorities, and configuration adjustments—concepts that naturally encompass communication features, system controls, and other information-related functions in addition to entertainment. Consistent with that breadth, the specification describes infotainment systems that access applications, manage user inputs, present

navigation and vehicle-status information, and interact with various data sources. *E.g.*, ’297 patent at 11:8-17; 17:29-47; 20:22-41. Although the specification notes that “[i]nfotainment *may* provide media and/or multimedia content” (*id.*, 12:2-3), that permissive example does not limit the term or exclude the information-related capabilities the patent repeatedly discloses. A construction confined to media-only functionality would therefore exclude disclosed embodiments, contrary to basic claim construction principles. *See Vitronics*, 90 F.3d at 1583.

L. “cloud”

Claims	AutoConnect	Defendants
’034: 7, 17; ’186: 7, 14; ’560: 11-13; 15-16; ’764: 8; ’243: 2, 12	remote services, including storage and applications, that are delivered over a public wide-area network, such as the Internet	Plain and ordinary meaning in the context of cloud computing.

Although “cloud” may be a familiar term to laypersons, its technical meaning in the context of cloud computing likely differs from what a juror may intuitively understand. The term has a well-understood meaning to a POSITA in the context of the patents and refers specifically to cloud computing infrastructure—remote computing resources that provide storage, applications, and services over a public wide-area network such as the Internet. T. Williams Decl. ¶¶ 95-96. The difference between the technical and colloquial understandings makes construction appropriate to avoid juror confusion and to ensure the term is applied consistently with the intrinsic record.

Defendants assert that “cloud” should be given its “plain and ordinary meaning in the context of cloud computing.” While the parties agree on that point, Defendants do not articulate that meaning or how it applies to the claim. Nonetheless, Defendants apparently disagree with AutoConnect’s formulation thereby raising a dispute for the Court.

The claim language confirms the term’s plain meaning and that it refers to remote computing infrastructure. For example, claim 7 of the ’034 patent refers to “settings . . . stored in cloud storage,” describing remote, network accessible storage. Claim 11 of the ’560 patent recites

an input request for “a cloud service,” demonstrating that the cloud provides functional, network-hosted services. Claims 2 and 12 of the ’243 distinguish between a “cloud server” and a “remote server,” reinforcing that the cloud is a distributed computing environment, not merely any off-vehicle server. Other claims similarly treat the cloud as a host for both storage and applications. Claim 8 of the ’764 patent describes a “cloud storage unit” used to “access further computing capabilities or storage,” and the ’186 patent refers to synchronization of “cloud-based data associated with the vehicle occupant.” And claim 11 of the ’560 patent refers to “cloud services” that deliver data and applications to the vehicle. Across the claims, “cloud” consistently denotes a remote, network-based computing environment accessed over a public wide-area network such as the Internet. T. Williams Decl. ¶ 97.

The specifications reinforce the technical meaning of “cloud.” It explains that “stored data . . . being stored in a cloud or in a distant facility, may be . . . used by a user in different locations with different vehicles.” ’560 patent at 10:44–46. It further states that the system may provide “data or functions through cloud-based storage or applications.” *Id.* at 28:31–32, 28:51–52, 28:68. These disclosures confirm that the cloud encompasses remote computing services—storage, applications, and processing—delivered over a public wide-area network. T. Williams Decl. ¶ 98.

Accordingly, a POSITA would understand “cloud” to mean “remote services, including storage and applications, that are delivered over a public wide-area network, such as the Internet.” This construction reflects the technical meaning at the time of the invention, aligns with the intrinsic record, and provides clarity for the jury that the “plain meaning” approach lacks.

M. “refreshing, by the microprocessor executing a microprocessor executable desktop manager”

Claims	AutoConnect	Defendants
'153: 1, 12	“a” means “one or more” and “desktop manager” should be construed as “a program that manages a desktop-style graphical user interface, including graphical elements such as icons, windows, or panels” Plain and ordinary meaning as to the remainder of the term.	“The microprocessor” that executes “a microprocessor executable device discovery daemon” must be the same microprocessor that executes “a microprocessor executable desktop manager.”

The dispute over this term concerns two issues: (1) whether “a microprocessor” requires a single physical processor to perform all recited operations, or whether it may encompass one or more processors acting together, and (2) whether “desktop manager” should be construed to provide clarity for the jury. AutoConnect’s proposed construction reflects both the controlling legal principles and the intrinsic record.

Claim 1 of the ’153 patent introduces “a microprocessor” in the phrase “discovering, by a microprocessor executing a device discovery daemon” As discussed previously with respect to the “signal processor” term, the article “a” means “one or more.” *Convolve*, 812 F.3d at 1321. When the claim later refers back to the microprocessor—where it recites “refreshing, *by the microprocessor* executing a desktop manager” to update the vehicle display—it is merely providing antecedent basis for the same one-or-more entity introduced earlier; it does not convert the earlier “a” into “one and only one.” *Baldwin*, 512 F.3d 1338, 1342–43 (Fed. Cir. 2008) (holding “a” means “one or more” even where “said” precedes the term later in the claim). Defendants’ proposal incorrectly mandates that the same physical processor execute both the device discovery daemon and the desktop manager. All that the claims require is that the “microprocessor” entity—whether implemented as one processor or as multiple processors operating together—performs the steps attributed to it.

The specification expressly contemplates multiple-processor implementations. It explains that devices may “include processors (e.g., a single or multiple microprocessors)” and may employ “distributed processing, parallel processing, or virtual machine processing.” ’153 patent at 30:67–31:3. A POSITA would therefore understand that one processor may run the device discovery daemon while another runs the desktop manager, and the processors together would still constitute the “microprocessor” performing the method steps.

Claim 12 further illustrates the flaw in Defendants’ proposal. Unlike claim 1, which expressly attributes functional steps to “a microprocessor,” claim 12 is a system claim that separately recites “a microprocessor,” “a microprocessor executable device discovery daemon” and “a microprocessor executable desktop manager.” The claim does not require that the recited microprocessor executes either program. Claim 12 thus reinforces that in claim 1, “a microprocessor” refers to a one-or-more microprocessor entity and “the microprocessor” merely refers back to that entity—not to a single, identical physical processor.

Although the parties do not meaningfully dispute the meaning of “desktop manager,” it is a technical term unlikely to be intuitive to jurors. The specification describes a “desktop” as a graphical environment including icons, widgets, folders, or other elements representing applications, files, or windows. ’153 patent at 82:40–47. It further explains that “a desktop manager 1012 can manage one or more graphical user interfaces (GUI) in a desktop environment,” “may be a computer program that manages the user interface of the vehicle control system,” and “may include a window manager 1032, an application launcher 1036, and/or a panel launcher 1040.” *Id.* at 82:48–51, 83:2–8. AutoConnect’s proposed construction aligns with the term’s technical meaning, fits squarely with the specification, and would assist the jury without improperly narrowing the claim scope. T. Williams Decl. ¶ 101.

N. “unified desktop”

Claims	AutoConnect	Defendants
'034: 14	a graphical user environment in which multiple displays are coordinated to share and present common information in an integrated manner, such that the displays together form a unified interface rather than unrelated or merely duplicative displays	Indefinite

Claim 14 recites a computer readable medium storing computer-executable instructions that cause “a processor to execute a method for providing a unified desktop.” The phrase “unified desktop” has an established meaning in the field of computer systems and graphical user interfaces—it is a graphical environment in which multiple displays operate together to present shared information as a single, integrated interface, rather than as isolated or duplicative screens. T. Williams Decl. ¶¶ 103–104. This understanding follows naturally from the ordinary technical use of both words: “unified” connotes something brought together into a single whole, and a “desktop” in computing refers to the graphical workspace on a screen where icons, windows, and other elements are arranged. *Id.* Together, the term describes a coordinated, multi-display interface that functions as one desktop surface.

The specification confirms that a “unified desktop” is an integrated multi-display user interface. It describes “desktop” as “a surface that includes pictures, called icons, widgets, folders, etc., that can show applications, windows, cabinets, files, folders, documents, and other graphical items.” ’034 patent at 5:52–59. It further teaches that “the Desktop 666 provides the presentation layer for the Application Store 660” and “provides a graphical model of a surface having selectable application icons.” *Id.* at 18:1–8. The patent also describes “multi-screen applications” that may produce windows “simultaneously occupy[ing] multiple screens” and operate in either “single-screen mode” or “multi-screen mode.” *Id.* at 6:39–46. These disclosures show that “desktop” is

used in the conventional sense and contemplated an environment where multiple graphical displays operate together as an integrated surface. T. Williams Decl. ¶¶ 105-106.

The term is not unclear because it does not specify which displays participate in the unified desktop. A POSITA would read the claim in the context of the patent as a whole, which consistently describes the system as coordinating the vehicle’s displays and the displays of associated devices. In one example, the specification explains that the system facilitates coordinated “communication between a vehicle and at least one other device[, which] may include, but is not limited to, communication between a vehicle and: 1) at least one mobile device, 2) at least one other vehicle, 3) another system/group of devices, 4) a non-mobile device, and 5) combinations thereof.” ’034 patent at 3:26-35. A POSITA would therefore understand that the unified desktop refers to the coordinated displays participating in the vehicle’s integrated user environment—not an unlimited or arbitrary set of displays. T. Williams Decl. ¶ 107.

Nor does the claim need to enumerate every possible display pairing to be definite. A POSITA would understand that a “unified desktop” refers to a coordinated graphical user interface formed across the displays in the vehicle’s integrated user environment. *Id.* ¶ 104. Variation in the number or type of displays does not create ambiguity; it simply reflects that the claims accommodate different embodiments. “[B]readth is not indefiniteness.” *Luminati Networks Ltd. v. UAB Tesonet*, 2019 WL 3943459, at *18 (E.D. Tex. Aug. 20, 2019) (Payne, J.) (citing *BASF Corp. v. Johnson Matthey Inc.*, 875 F.3d 1360, 1367 (Fed. Cir. 2017)).

O. “and/or”

Claims	AutoConnect	Defendants
72 claims across 7 patents	Plain and ordinary meaning	Indefinite

The term has a well-established plain and ordinary meaning—denoting inclusive alternatives—that is readily understood by POSITAs and laypeople alike. T. Williams Decl. ¶¶

108-110. It is a common drafting convention in patent practice, including in patents issued to GM, Toyota, and even to Defendants' expert. And Defendants themselves rely on the term in *their own proposal* for "infotainment system," demonstrating that they, too, regard "and/or" as definite and meaningful. Their indefiniteness challenge is therefore not grounded in any real interpretive uncertainty, but rather in an attempt to invalidate 72 claims in a single stroke.

The asserted patents use "and/or" consistent with its standard, well-understood meaning. For example, claim 1 of the '697 patent recites determining "whether the computational device is located in a predetermined area and/or a zone of the vehicle." That phrase creates a readily understood set of possibilities: the device could be in the area, in the zone, or in both. Likewise, permitting access to the "vehicle network and/or communication subsystem" encompasses access to the vehicle network, to the communication subsystem, or to both. These are straightforward, bounded alternatives; there is nothing indefinite about them. T. Williams Decl. ¶¶ 110-11.

The specifications expressly define "and/or" in the same way—as an open-ended, inclusive expression that may operate conjunctively or disjunctively, depending on which combination applies. They provide concrete examples enumerating the exact combinations, explaining that "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.*, '697 patent at 15:58-65. The phrase explaining that the term is "both conjunctive and disjunctive in operation" does not instruct a POSITA to interpret "and/or" as conjunctive *and* disjunctive *at once*. Grammatically, that position is nonsensical and the patents do not suggest such an interpretation. Instead, the phrase simply categorizes the *full range* of combinations that "and/or" may represent, as confirmed by the specifications' enumerated examples. T. Williams. Decl. ¶¶ 111-112.

Defendants’ own patent portfolios confirm the lack of merit in their position. Their patents use “and/or” extensively. For example, Toyota’s Patent No. 10,025,899 (Ex. Q) uses the term eleven times in the claims and Patent No. 11,126,257 (Ex. R) likewise explains that grammatical conjunctions express “any and all disjunctive and conjunctive combinations,” and that “the term ‘or’ should generally be understood to mean ‘and/or.’” *Id.* at 17:62-67. GM’s Patent No. 10,589,717 (Ex. S) uses “and/or” eleven times in the claims. Their expert, David Williams, uses “and/or” eighteen times in claim 1 of his own patent, 10,477,342 (Ex. T), generating dozens of permissible combinations. In their own patent documents, Defendants plainly regard “and/or” as definite, useful, and entirely proper. Their effort to treat the term as indefinite here reveals the strategic purpose of the challenge rather than any interpretive difficulty.

Because “and/or” denotes a finite, logically determinable set of alternatives that a POSITA would readily understand (as well as jurors), and because the specifications define the term exactly that way, the Court should give the term its plain and ordinary meaning.

P. “one or more”

Claims	AutoConnect	Defendants
59 claims across 7 patents	Plain and ordinary meaning	Indefinite

The phrase “one or more” is a commonplace drafting convention with a plain and ordinary meaning that is readily understood by a POSITA. It refers to at least one of the recited elements, while permitting more than one. T. Williams Decl. ¶¶ 113-114. Courts have endorsed this interpretation. *See, e.g., SuperGuide Corp. v. DirecTV Enters., Inc.*, 358 F.3d 870, 885 (Fed. Cir. 2004) (holding “at least one of” means “one or more”). As with their challenge to “and/or,” Defendants argue that this routine term is indefinite—not because it is unclear, but because doing so would allow them to eliminate a large swath of claims.

The patent uses the phrase consistent with the Federal Circuit’s interpretation in

SuperGlide. For example, claim 4 of the '186 patent states that an occupant may control a vehicle function using “one or more of a cell phone, laptop, tablet computer, and personal digital assistant.” A POSITA would immediately understand this to mean that any one of the devices—or any combination of them—suffices. T. Williams Decl. ¶ 115. The specification confirms this understanding by defining “one or more” as open-ended expressions meaning “A alone, B alone, C alone, A and B together, A and C together, B and C together, or A, B, and C together.” '186 patent at 15:63-16:3. This definition leaves no conceivable ambiguity; it tells the reader exactly what the term covers. T. Williams Decl. ¶¶ 116-117.

As with “and/or,” Defendants’ suggestion that “one or more” is indefinite is further undermined by their own conduct. Their patents—and those of their expert—use the phrase freely, repeatedly, and without definitional qualification. *See* Ex. Q (Patent No. 10,025,899) (Toyota patent using “one or more” four times in claim 1); Ex. S (Patent No. 10,589,717) (GM patent using “one or more” ten times in claim 1); Ex. T (Patent No. 10,477,342) (D. Williams patent using “one or more” twenty-six times in claim 1).

Because “one or more” has a clear, established meaning grounded in Federal Circuit precedent, expressly defined in the intrinsic record, and universally relied upon in Defendants’ own patents, the Court should give it its plain and ordinary meaning and reject Defendants’ indefiniteness argument.

Q. “not being based on or in response to a preceding request of the selected vehicle occupant”

Claims	AutoConnect	Defendants
'239: 1, 8, 15	Plain and ordinary meaning	Indefinite

The disputed term appears in claims 1, 8, and 15 of the '239 patent, which describe autonomous vehicle-assistance systems. These claims require that the system determine the type

of assistance to provide “not [] based on or in response to a preceding request of the selected vehicle occupant,” but instead based on “the persona of the selected vehicle occupant and the vehicle-related information.” A POSITA would understand “preceding request” to mean a user command for the specific assistance at issue, not general setup or configuration interactions. T. Williams Decl. ¶¶ 118-119. In vehicle control and automation systems, “preceding” carries a contextual and causal meaning, referring to a request that would have prompted the system’s response had the system not acted autonomously. *Id.* Applying this ordinary understanding, the claims distinguish between autonomous, system-initiated actions and reactive user-initiated ones. *Id.* Defendants’ own expert conceded that adding “immediately” (*i.e.*, “an immediately preceding request”) would resolve his purported ambiguity (Ex. O at 1130:1-7), confirming that the operative concept is the causative request. But that addition is unnecessary—the claim language and context already cover that meaning. T. Williams Decl. ¶¶ 118-119.

The specification confirms this interpretation. It describes context-based assistance that the system initiates without any user request for those actions. For example, the system automatically continues a video for a child when the family enters the vehicle by recognizing them, pairing with the user’s phone, identifying the child in the back seat, and asking whether to continue a video on the rear display. Later, after the child is dropped off, the system determines from the user’s calendar that they will be late to an appointment, suggests an alternate route, and generates a message to meeting participants. ’239 patent at 81:47–86:48; 86:23–42. None of these assistance actions result from a direct preceding request; they are initiated automatically based on contextual information. T. Williams Decl. ¶ 120.

A contrary reading—that any past user interaction contributing to the occupant’s “persona” qualifies as a “preceding request”—would be inconsistent with the claim language and the intrinsic

record. A “preceding request” refers to the user command that would otherwise have triggered the specific assistance action, not background or data that merely inform the persona. The persona operates as a data repository, not as a directive instructing the system to perform a specific act. ’239 patent at 12:2-35 (explaining a “persona” can include “bioinformatics, medical information, driving history, personal information, private information, travel information, and Internet browsing history and/or browsed content”). Assistance actions that the system initiates based on persona and vehicle-related information are therefore not “based on” or “in response to” a preceding request, because no such triggering request exists. Persona data may derive from past user behavior, but those historical interactions do not convert an autonomous system decision into one performed because of a user request. T. Williams Decl. ¶ 121.

A POSITA would understand “preceding request” to mean the otherwise immediately preceding, causative user command, not an amorphous collection of past interaction. Under this ordinary, technically grounded understanding—confirmed by the intrinsic record—the phrase is definite, and the plain and ordinary meaning should apply.

V. CONCLUSION

AutoConnect’s constructions are grounded in the intrinsic record and longstanding claim-construction principles, properly reflecting the scope of the asserted claims. Defendants’ narrowing and indefiniteness theories lack support in the claims, specifications, or precedent. The Court should therefore adopt AutoConnect’s proposed constructions.

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CERTIFICATION OF SERVICE

This is to certify that on December 9, 2025, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send notification of such filing to all counsel of record.

/s/ William R. Woodford
William R. Woodford