

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ALARM.COM, INC. and ICN
ACQUISITION, LLC,

Plaintiffs;

v.

SECURENET TECHNOLOGIES LLC,

Defendant.

Civil Action No. 15-807-RGA

MEMORANDUM OPINION

Mary B. Matterer and Kenneth L. Dorsney, MORRIS JAMES LLP, Wilmington, DE; Ian R. Liston, WILSON SONSINI GOODRICH & ROSATI, P.C., Wilmington, DE; James C. Yoon (argued), Ryan R. Smith (argued), Christopher D. Mays, and Mary A. Procaccio-Flowers, WILSON SONSINI GOODRICH & ROSATI, Palo Alto, CA, attorneys for Plaintiffs.

Jack B. Blumenfeld and Stephen J. Kraftschik, MORRIS, NICHOLS, ARSHT & TUNNELL LLP, Wilmington, DE; Erik B. Milch and Frank Pietrantonio, COOLEY LLP, Reston, VA; Rose Whelan (argued), and Naina Soni (argued), COOLEY LLP, Washington, DC, attorneys for Defendant.

December 21, 2018


ANDREWS, U.S. DISTRICT JUDGE:

Currently pending before the Court is Defendant's Motion for Summary Judgment. (D.I. 175). The parties have fully briefed the issues. (D.I. 176, 182, 198). The Court heard oral argument on December 3, 2018. (D.I. 208). After considering the briefing and arguments, the Court GRANTS-IN-PART and DENIES-IN-PART Defendant's Motion.¹

I. Background

Plaintiffs' predecessor-in-interest iControl Networks, Inc. filed this suit against Defendant SecureNet Technologies LLC on September 11, 2015. (D.I. 1). The suit asserted United States Patent Nos. 7,855,635 ("the '635 patent"), 8,473,619 ("the '619 patent"), 8,478,844 ("the '844 patent"), and 8,073,931 ("the '931 patent"). (*Id.* ¶¶ 3-7). The patents-in-suit are generally related to integrating an alarm system with an external security network and other interfaces. ('635 patent, Abstract; '619 patent, Abstract; '844 patent, Abstract; '931 patent, Abstract).

On June 23, 2016, Plaintiffs Alarm.com and ICN Acquisition (collectively, "Plaintiffs") entered into an Asset Purchase Agreement with iControl Networks to purchase the patents-in-suit. (D.I. 177 at 209). Plaintiff ICN is a wholly-owned subsidiary of Plaintiff Alarm.com. (D.I. 186 ¶ 2). On March 8, 2017, Plaintiff ICN completed its acquisition of the patents-in-suit. (D.I. 177 at 209, 255). On March 29, 2017, the Court substituted Alarm.com and ICN for iControl as Plaintiffs in this action. (D.I. 28). Defendant filed a Motion for Summary Judgment on October 30, 2018. (D.I. 175).

¹ The Court reserves determination on the issue of compliance with the marking statute until the pretrial conference.

II. Legal Standard

“The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). The moving party has the initial burden of proving the absence of a genuinely disputed material fact relative to the claims in question. *Celotex Corp. v. Catrett*, 477 U.S. 317, 330 (1986). Material facts are those “that could affect the outcome” of the proceeding, and “a dispute about a material fact is ‘genuine’ if the evidence is sufficient to permit a reasonable jury to return a verdict for the nonmoving party.” *Lamont v. New Jersey*, 637 F.3d 177, 181 (3d Cir. 2011) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986)). The burden on the moving party may be discharged by pointing out to the district court that there is an absence of evidence supporting the non-moving party’s case. *Celotex*, 477 U.S. at 323.

The burden then shifts to the non-movant to demonstrate the existence of a genuine issue for trial. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586–87 (1986); *Williams v. Borough of West Chester, Pa.*, 891 F.2d 458, 460–61 (3d Cir. 1989). A non-moving party asserting that a fact is genuinely disputed must support such an assertion by: “(A) citing to particular parts of materials in the record, including depositions, documents, electronically stored information, affidavits or declarations, stipulations . . . , admissions, interrogatory answers, or other materials; or (B) showing that the materials cited [by the opposing party] do not establish the absence . . . of a genuine dispute” Fed. R. Civ. P. 56(c)(1).

When determining whether a genuine issue of material fact exists, the court must view the evidence in the light most favorable to the non-moving party and draw all reasonable inferences in that party’s favor. *Scott v. Harris*, 550 U.S. 372, 380 (2007); *Wishkin v. Potter*, 476 F.3d 180, 184 (3d Cir. 2007). A dispute is “genuine” only if the evidence is such that a

reasonable jury could return a verdict for the non-moving party. *Anderson*, 477 U.S. at 247–49. If the non-moving party fails to make a sufficient showing on an essential element of its case with respect to which it has the burden of proof, the moving party is entitled to judgment as a matter of law. *See Celotex Corp.*, 477 U.S. at 322.

III. Discussion

A. Indefiniteness

Section 112 requires that “a patent’s claims, viewed in light of the specification and prosecution history, 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, 910 (2014); *see also* 35 U.S.C. § 112 (“The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the inventor . . . regards as the invention.”). The requirement that patent claims be definite requires that patents be “precise enough to afford clear notice of what is claimed, thereby apprising the public of what is still open to them.” *Nautilus*, 572 U.S. at 909 (cleaned up). “Indefiniteness is a question of law” appropriate for summary judgment. *Eli Lilly & Co. v. Teva Parenteral Meds., Inc.*, 845 F.3d 1357, 1370 (Fed. Cir. 2017). A claim term “is indefinite if its language ‘might mean several different things and no informed and confident choice is available among the contending definitions.’” *Media Rights Techs., Inc. v. Capital One Fin. Corp.*, 800 F.3d 1366, 1371 (Fed. Cir. 2015) (quoting *Nautilus*, 572 U.S. at 911 n.8). However, “[b]readth is not indefiniteness.” *BASF Corp. v. Johnson Matthey Inc.*, 875 F.3d 1360, 1367 (Fed. Cir. 2017); *see also SmithKline Beecham Corp. v. Apotex Corp.*, 403 F.3d 1331, 1341 (Fed. Cir. 2005). A term with a broad meaning will not therefore be indefinite simply because of its breadth.

Defendant argues that the term “objects” as used in the ’931, ’619, and ’844 patents is indefinite because it is vague, has no discernible scope, is used in different contexts, and the experts agree that “objects” can mean anything. (D.I. 176 at 15-18). Plaintiffs reply that Defendant has failed to establish that “objects” is not reasonably certain in the context of the intrinsic evidence, that there is a material factual dispute as to whether a person of ordinary skill in the art would understand “objects” with reasonable certainty, and that Defendant’s own conduct confirms “objects” was understood with reasonable certainty. (D.I. 182 at 17-22). For the following reasons, I determine that “objects” is not indefinite.

The claims of the ’931, ’619, and ’844 patents use the term “objects” in substantially similar ways. For example, claim 1 of the ’931 patent is representative:

1. A device comprising:
 - a touchscreen at a first location, wherein the touchscreen includes a processor coupled to a local area network (LAN) and a security system at the first location; and
 - a plurality of interfaces presented by at least one application executing on the processor of the touchscreen and presented to a user via the touchscreen, wherein the plurality of interfaces include a security interface and a network interface, wherein the security interface provides the user with control of functions of the security system and access to data collected by the security system, wherein the network interface allows the user to transfer content to and from wide area network (WAN) coupled to the LAN; and
 - a remote server at a second location, wherein the remote server is coupled to the touchscreen, the remote server managing at least one of the touchscreen and the security system, **wherein objects are maintained on the remote server that correspond to at least one of at least one security system component of the security system and at least one network device of the LAN.**

(’931 patent, cl. 1).

First, Defendant argues that the term as used in the claims is vague. However, as Defendant admits, the claim language makes clear that “objects” are something “that must be

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