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AMERICAN HONDA MOTOR CO., INC.

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13

14 AMERICAN HONDA MOTOR CO.,  
15 INC., a California Corporation,

16 Plaintiff,

17 v.

18 LKQ CORP.,

19 Defendant.

20  
21 LKQ CORPORATION,

22 Counterclaimant,

23 v.

24 AMERICAN HONDA MOTOR CO.,  
25 INC., a California Corporation,

26 Counter-Defendant.  
27  
28

Case No.: 2:21-cv-08210-AB (SK)

Hon. Andre Birotte Jr.

**AMERICAN HONDA MOTOR  
CO., INC.'S ANSWER TO LKQ  
CORP.'S COUNTERCLAIMS**

**DEMAND FOR JURY TRIAL**

1 Plaintiff/Counter-Defendant American Honda Motor Co., Inc. (“Honda”),  
2 by and through counsel of record, hereby responds to Defendant/Counter-Plaintiff  
3 LKQ Corp.’s (“Defendant”) Counterclaims as follows:

4 **PARTIES**

5 1. Honda lacks knowledge or information sufficient to form a belief  
6 about the truth of the allegations of paragraph 1 and therefore denies them.

7 2. Honda admits the allegations of paragraph 2.

8 **JURISDICTION AND VENUE**

9 3. Honda admits the Court has subject matter jurisdiction over this  
10 action but denies any liability thereunder. Honda further denies any relief,  
11 including declaratory judgment, is appropriate.

12 4. For purposes of this action only, Honda admits this Court has  
13 personal jurisdiction over Honda.

14 5. For purposes of this action only, Honda admits venue is proper in this  
15 judicial district.

16 **COUNTERCLAIM COUNT I**

17 6. This paragraph contains a reincorporation by reference of previous  
18 paragraphs to which no response is required. Honda hereby incorporates by  
19 reference its answers in the preceding paragraphs as if fully set forth herein.

20 7. Honda denies the allegations of paragraph 7.

21 **COUNTERCLAIM COUNT II**

22 8. This paragraph contains a reincorporation by reference of previous  
23 paragraphs to which no response is required. Honda hereby incorporates by  
24 reference its answers in the preceding paragraphs as if fully set forth herein.

25 9. Honda denies the allegations of paragraph 9.

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**COUNTERCLAIM COUNT III**

10. This paragraph contains a reincorporation by reference of previous paragraphs to which no response is required. Honda hereby incorporates by reference its answers in the preceding paragraphs as if fully set forth herein.

11. Honda denies the allegations of paragraph 11.

**COUNTERCLAIM COUNT IV**

12. This paragraph contains a reincorporation by reference of previous paragraphs to which no response is required. Honda hereby incorporates by reference its answers in the preceding paragraphs as if fully set forth herein.

13. Honda denies the allegations of paragraph 13.

**COUNTERCLAIM COUNT V**

14. This paragraph contains a reincorporation by reference of previous paragraphs to which no response is required. Honda hereby incorporates by reference its answers in the preceding paragraphs as if fully set forth herein.

15. Honda admits 35 U.S.C. § 171(a) offers design patent protection for “designs” for “articles of manufacture.” Honda denies the remaining allegations of paragraph 15.

**COUNTERCLAIM COUNT VI**

16. This paragraph contains a reincorporation by reference of previous paragraphs to which no response is required. Honda hereby incorporates by reference its answers in the preceding paragraphs as if fully set forth herein.

17. Honda admits portions of Figures 1 and 2 of the ’434 patent appear to be provided as part of this paragraph (with annotations not present in the ’434 patent). Honda denies all factual allegations made in connection with or about those Figures and denies any and all factual allegations made in the annotations. Honda denies the remaining allegations of paragraph 17.

18. Honda admits portions of Figures 1 and 2 of the ’434 patent appear to be provided as part of this paragraph (with annotations not present in the ’434

1 patent). Honda denies all factual allegations made in connection with or about  
2 those Figures and denies any and all factual allegations made in the annotations.  
3 Honda denies the remaining allegations of paragraph 18.

4 19. Honda denies the allegations of paragraph 19.

5 **COUNTERCLAIM COUNT VII**

6 20. This paragraph contains a reincorporation by reference of previous  
7 paragraphs to which no response is required. Honda hereby incorporates by  
8 reference its answers in the preceding paragraphs as if fully set forth herein.

9 21. Honda denies the allegations of paragraph 21.

10 22. Honda denies the allegations of paragraph 22.

11 23. Honda denies the allegations of paragraph 23.

12 24. Honda denies the allegations of paragraph 24.

13 25. Honda denies the allegations of paragraph 25.

14 26. Honda denies the allegations of paragraph 26.

15 27. Honda denies the allegations of paragraph 27.

16 28. This paragraph contains legal conclusions to which no response is  
17 required. To the extent paragraph 28 is construed to contain any factual  
18 allegations, Honda denies them.

19 **COUNTERCLAIM COUNT VIII**

20 29. This paragraph contains a reincorporation by reference of previous  
21 paragraphs to which no response is required. Honda hereby incorporates by  
22 reference its answers in the preceding paragraphs as if fully set forth herein.

23 30. Honda denies the allegations of paragraph 30.

24 31. Honda denies the allegations of paragraph 31.

25 32. Honda denies the allegations of paragraph 32.

26 33. Honda denies the allegations of paragraph 33.

27 34. Honda denies the allegations of paragraph 34.

28 35. Honda denies the allegations of paragraph 35.

1                                   **HONDA’S AFFIRMATIVE DEFENSES**

2           36.   Honda asserts the below affirmative defenses based on its present  
3 knowledge and investigation to date and without the benefit of discovery.  
4 Honda’s investigation of its defenses is ongoing. Honda reserves the right to  
5 supplement or amend its Answer and add defenses that may be supported by facts  
6 revealed through discovery and/or its investigation.

7                                   **FIRST AFFIRMATIVE DEFENSE**

8                                   (Failure to State a Claim)

9           37.   LKQ’s claims are barred, in whole or in part, because it has failed to  
10 state claims upon which any relief may be granted.

11                                  **SECOND AFFIRMATIVE DEFENSE**

12                                  (Immunity under the *Noerr-Pennington* Doctrine)

13           38.   LKQ’s claims are barred, in whole or in part, because Honda’s  
14 actions in asserting and enforcing its patent rights against an infringer, including  
15 through a litigation brought in good faith and upon reasonable investigation,  
16 implicate its right to petition and is protected by the *Noerr-Pennington* Doctrine.

17                                  **THIRD AFFIRMATIVE DEFENSE**

18                                  (Immunity under Cal. Civ. Code § 425.16)

19           39.   LKQ’s claims are barred, in whole or in part, because Honda’s  
20 actions in asserting and enforcing its patent rights against an infringer, including  
21 through a litigation brought in good faith and upon reasonable investigation,  
22 implicate its right to petition and is protected under California State law.

23                                  **FOURTH AFFIRMATIVE DEFENSE**

24                                  (Litigation Privilege)

25           40.   LKQ’s claims are barred, in whole or in part, as a matter of law by  
26 California’s Litigation Privilege as codified in California Civil Code Section  
27 47(b).

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**FIFTH AFFIRMATIVE DEFENSE**

(Equitable Defenses)

41. LKQ's claims are barred, in whole or in part, by the equitable defenses of laches, estoppel, waiver, and/or unclean hands.

**PRAYER FOR RELIEF**

42. Honda denies LKQ is entitled to any of the relief sought in its Prayer for Relief. LKQ's prayer should, therefore, be denied in its entirety and with prejudice. Honda requests it be awarded its costs of suit incurred in defense of this action, including reasonable attorney's fees, and any other relief this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff/Counter-Defendant hereby demands a trial by jury for all issues so triable.

Dated: November 30, 2021

DTO LAW

/s/ William A. Delgado

William A. Delgado

Shilpa A. Coorg

Prachi Mehta

Attorneys for Plaintiff

AMERICAN HONDA MOTOR CO., INC.