

**THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ELM 3DS INNOVATIONS, LLC :
 :
 Plaintiff, :
 :
 v. : C.A. No. 14-1430-LPS-CJB
 :
 SAMSUNG ELECTRONICS CO., LTD., :
 :
 Defendants. :

ELM 3DS INNOVATIONS, LLC :
 :
 Plaintiff, :
 :
 v. : C.A. No. 14-1431-LPS-CJB
 :
 MICRON TECHNOLOGY, INC., et al. :
 :
 Defendants. :

ELM 3DS INNOVATIONS, LLC :
 :
 Plaintiff, :
 :
 v. : C.A. No. 14-1432-LPS-CJB
 :
 SK HYNIX INC., et al. :
 :
 Defendants. :

MEMORANDUM ORDER

IT IS HEREBY ORDERED that the Motions for Clarification (C.A. No. 14-1430 D.I. 270; C.A. No. 1431 D.I. 248; C.A. No. 1432 D.I. 262) are GRANTED.¹

¹ The motions have been filed by all defendants: Samsung Electronics Co., Ltd., Samsung Semiconductor, Inc., Samsung Electronics America, Inc., and Samsung Austin Semiconductor,

The Court clarifies that the claim terms “dice is substantially flexible” and “die is substantially flexible” mean a “dice/die that is largely able to bend without breaking and contains a substantially flexible semiconductor substrate, that is thinned to 50 μm or less and subsequently polished or smoothed such that it is largely able to bend without breaking, and a sufficiently low tensile stress dielectric material.”

The foregoing is the construction the Court intended by its earlier claim construction opinion and order to adopt. (*See* D.I. 266, 267)² It is the claim construction the Court understands the Court of Appeals for the Federal Circuit to have applied. (*See* D.I. 266 at 8-9) (“[T]he Federal Circuit construed the ‘substantially flexible’ terms, constructions which this Court now adopts as well.”) (citing *Samsung Elecs. Co. v. Elm 3DS Innovations, LLC*, 925 F.3d 1373, 1377 n.5, 1380 (Fed. Cir. 2019))

The Court disagrees with Plaintiff’s suggestion that Defendants have failed to meet their burden to obtain the relief they seek. (*See* D.I. 274 at 3) The Court inadvertently failed to correctly state its construction of the “dice/die” terms in its previous order. The Court can (and should) correct its error when it becomes aware of it, as it has now become aware thanks to


LLC (collectively, “Samsung”); Micron Technology, Inc., Micron Semiconductor Products, Inc., and Micron Consumer Products Group, Inc. (collectively, “Micron”); and SK Hynix Inc., SK Hynix America Inc., Hynix Semiconductor Manufacturing America Inc., and SK Hynix Memory Solutions Inc. (collectively, “SK Hynix” and, together with Samsung and Micron, “Defendants”).

Unless otherwise noted, all further references in this Order to the docket index are to Civil Action Number 14-1430.

² In its April 13, 2020 claim construction order, the Court construed the dice/die terms as “Not indefinite. A dice/die that is thinned to 50 μm or less and subsequently polished or smoothed such that it is largely able to bend without breaking.”

Defendants' motion. Defendants are not required under these circumstances to demonstrate that the Court's prior construction was clearly erroneous.

June 10, 2020
Wilmington, Delaware


HONORABLE LEONARD P. STARK
UNITED STATES DISTRICT JUDGE