

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

ELM 3DS INNOVATIONS, LLC, a  
Delaware limited liability company,

Plaintiff,

v.

SAMSUNG ELECTRONICS CO., LTD., a  
Korean business entity,  
SAMSUNG SEMICONDUCTOR, INC., a  
California corporation,  
SAMSUNG ELECTRONICS AMERICA,  
INC., a New York corporation, and  
SAMSUNG AUSTIN SEMICONDUCTOR,  
LLC, a Delaware limited liability company,

Defendants.

C.A. No. 14-1430-LPS

**REDACTED - PUBLIC VERSION**

**LETTER TO THE HONORABLE JENNIFER L. HALL FROM  
ADAM W. POFF REGARDING SAMSUNG DEFENDANTS' RESPONSE TO  
PLAINTIFF'S AUGUST 19, 2020 DISCOVERY LETTER (D.I. 322)**

OF COUNSEL:

Allan M. Soobert  
Naveen Modi  
Phillip W. Citroën  
PAUL HASTINGS LLP  
875 15th Street, N.W.  
Washington, D.C. 20005  
(202) 551-1700  
(202) 551-1705 (fax)  
*allansoobert@paulhastings.com*  
*naveenmodi@paulhastings.com*  
*phillipcitroen@paulhastings.com*

YOUNG CONAWAY STARGATT &  
TAYLOR, LLP

Adam W. Poff (No. 3990)  
Pilar G. Kraman (No. 5199)  
Rodney Square  
1000 North King Street  
Wilmington, DE 19801  
(302) 571-6600  
*apoff@ycst.com*  
*pkraman@ycst.com*

*Attorneys for Defendants Samsung Electronics  
Co., Ltd., Samsung Semiconductor, Inc.,  
Samsung Electronics America, Inc., and  
Samsung Austin Semiconductor, LLC*

Dated: August 25, 2020

Redacted Version: September 1, 2020



WILMINGTON  
RODNEY SQUARE

NEW YORK  
ROCKEFELLER CENTER

Adam W. Poff  
P 302.571.6642  
F 302.576.3326  
apoff@ycst.com

August 25, 2020

**VIA E-FILING**



The Honorable Jennifer L. Hall  
United States District Court  
District of Delaware  
844 N. King Street  
Wilmington, DE 19801-3568

**REDACTED - PUBLIC VERSION**

Re: ELM 3DS Innovations, LLC v. Samsung Electronics Co., Ltd. et al.,  
C.A. No. 14-cv-1430-LPS-CJB

Dear Magistrate Judge Hall:

Samsung respectfully responds to Plaintiff Elm’s letter of August 19, 2020. Elm’s requests for relief are moot except for one, which Samsung does not oppose.

Elm raises several categories of third-party materials in Samsung’s possession for which it seeks to compel production, each of which is addressed below.

*First*, Elm refers to a license agreement with [REDACTED] that Samsung has not produced. [REDACTED] objected to the production of this agreement on the basis that the Court had not entered a signed protective order in this case. Ex. 1. In response, Samsung explained to [REDACTED] that the parties’ proposed protective order, which the Court adopted on May 6, 2016 (“so ordered” at D.I. 117), is and has been fully operative throughout the duration of this case. Samsung also offered [REDACTED] a letter jointly with Elm providing further reassurances that they will abide by the terms of that protective order in the production of this document. Ex. 2. As of August 25, 2020, [REDACTED] has still not withdrawn its objection, despite Samsung’s efforts to resolve its concerns. Samsung does not oppose Elm’s request for an order compelling the production of this license agreement.

*Second*, Elm seeks production of Samsung’s third-party communications, including those with its dielectric suppliers. Samsung has already produced relevant third-party communications located after a reasonable search and has not withheld any such communications of which it is

Rodney Square • 1000 North King Street • Wilmington, DE 19801



YOUNG CONAWAY STARGATT & TAYLOR, LLP  
The Honorable Jennifer L. Hall  
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presently aware, except for those with [REDACTED], due to an objection from [REDACTED]. Since the filing of Elm's discovery letter, [REDACTED] has agreed to the production of the documents with certain personal information redacted. This issue is therefore moot.

*Third*, Elm seeks production of samples of certain Samsung accused products, which are subject to agreements with [REDACTED]. Samsung provided [REDACTED] with notice of Elm's request, asking whether [REDACTED] objects to Samsung's production of these samples. Since then, [REDACTED] has responded that it does not object to this production and, accordingly, this issue is also moot.<sup>1</sup>

*Finally*, Samsung notes that, like defendants Micron and SK Hynix, it has not produced certain purchase agreements with its customers because it has not yet received their consent, but Samsung has provided these third parties the opportunity to respond to Elm's current letter seeking these documents. As of August 25, 2020, Samsung has not yet received consent to produce the relevant purchase agreements from only two of its U.S.-based customers. Samsung takes no position with respect to Elm's request for these purchase agreements.

Respectfully submitted,

/s/ Adam W. Poff

Adam W. Poff (No. 3990)

cc: Counsel of Record (via E-Filing and E-Mail)

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<sup>1</sup> Samsung and Elm are working toward a representative products agreement. Samsung respectfully submits that it would be more efficient and least burdensome for all samples to be provided after the parties reach agreement on representative products, since these [REDACTED] samples may ultimately not be representative of any product grouping. Regardless, Elm has failed to diligently address issues regarding samples. Samsung provided Elm with pricing information for memory product samples on July 13, 2020, in response to an initial identification from Elm on July 5, 2020. Ex. 3. Elm never responded with a list of those products it wished to purchase.

**CERTIFICATE OF SERVICE**

I, Adam W. Poff, hereby certify that on September 1, 2020, I caused to be electronically filed a true and correct copy of the foregoing document with the Clerk of the Court using CM/ECF, which will send notification that such filing is available for viewing and downloading to the following counsel of record:

Joseph J. Farnan, Jr. Esquire  
Brian E. Farnan, Esquire  
Michael J. Farnan, Esquire  
Farnan, LLP  
919 North Market Street, 12th Floor  
Wilmington, DE 19801  
*farnan@farnanlaw.com*  
*bfarnan@farnanlaw.com*  
*mfarnan@farnanlaw.com*

*Attorneys for Plaintiff*

I further certify that on September 1, 2020, I caused a true and correct copy of the foregoing document to be served by e-mail on the above-listed counsel of record, and on the following:

Adam K. Mortara, Esquire  
Matthew R. Ford, Esquire  
Bartlit Beck LLP  
54 West Hubbard Street, Suite 300  
Chicago, IL 60654  
*adam.mortara@bartlit-beck.com*  
*matthew.ford@bartlit-beck.com*

John M. Hughes, Esquire  
Katherine L.I. Hacker, Esquire  
Nosson D. Knobloch, Esquire  
Daniel C. Taylor, Esquire  
Bartlit Beck LLP  
1801 Wewatta, Suite 1200  
Denver, CO 80202  
john.hughes@bartlit-beck.com  
kat.hacker@bartlit-beck.com  
nosson.knobloch@bartlit-beck.com  
dan.taylor@bartlit-beck.com

*Attorneys for Plaintiff*

YOUNG CONAWAY STARGATT  
& TAYLOR, LLP

*/s/ Adam W. Poff*

Adam W. Poff (No. 3990)  
Pilar G. Kraman (No. 5199)  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
(302) 571-6600  
*apoff@ycst.com*  
*pkraman@ycst.com*

*Attorneys for Defendants Samsung Electronics Co.,  
Ltd., Samsung Semiconductor, Inc., Samsung  
Electronics America, Inc., and Samsung Austin  
Semiconductor, LLC*