

21 CV 07201

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

SAMSUNG DISPLAY CO., LTD.,

*Plaintiff,*

v.

SOLAS OLED LTD. and NEODRON  
LTD.

*Defendants.*

FILED UNDER SEAL

Civil Action No. \_\_\_\_\_

**COMPLAINT**

Plaintiff Samsung Display Co., Ltd., (“Samsung Display”), by and through its undersigned counsel, for its Complaint against Defendants Solas OLED Ltd. (“Solas”) and Neodron Ltd. (“Neodron”), alleges as follows:

**NATURE OF THE ACTION**

1. Neodron and Solas have engaged in a relentless campaign of litigation against various Samsung entities. Neodron and Solas are “patent trolls” associated with the same hedge fund—Magnetar Capital. Neodron and Solas buy patents, not to use the patented technology, but to accuse others of infringement. They hope to obtain large damage awards or, more often, extort settlement payments for unnecessary licenses to practice the patents. Between the two of them, they have filed no fewer than *twelve lawsuits* in the United States since May 2019 against Samsung Display, Samsung Electronics Co., Ltd. (“SEC”), and Samsung Electronics America, Inc. (“SEA”).

2. Defendants’ campaign began in May 2019 with Solas filing an action in the Eastern District of Texas, ultimately asserting infringement of three patents against Samsung Display, SEC, and SEA. Neodron thereafter repeatedly sued SEC and SEA in the International Trade Commission and the Western District of Texas. While it filed two lawsuits against

Samsung Display in the Western District of Texas, Neodron did not serve Samsung Display with either complaint, and the cases were eventually dismissed. These lawsuits were followed by additional actions from Solas against Samsung Display, SEC, and SEA in the International Trade Commission and the Eastern District of Texas. Samsung Display has incurred, and continues to incur, substantial expense in defending these actions.

3. In [REDACTED], Neodron was not actively litigating any cases against Samsung Display, but they decided to enter into a license. Through this agreement, Samsung Display wanted to forestall all future litigation and achieve worldwide peace forever—with Neodron and its associates. In exchange for paying more than [REDACTED]

[REDACTED]. The agreement by Samsung Display and Neodron consists of a broad patent license agreement (the “PLA”) that incorporates an escrow agreement (the “Escrow Agreement”).<sup>1</sup> The PLA, the Escrow Agreement, and their exhibits are referred to collectively herein as the “License Agreement” (attached as Exhibit A and filed under seal). In the PLA, Neodron represented and warranted that it [REDACTED]

4. But Solas continued the campaign. Not only did it fail to drop any of its pending lawsuits against Samsung Display, it added to the list. In late December 2020, Solas filed another action in the International Trade Commission, ultimately asserting two patents against Samsung Display. In February 2021, Solas filed another lawsuit against Samsung Display in the

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<sup>1</sup> Samsung Display understands SEC also entered into a virtually identical license agreement with Neodron around that same time.

Western District of Texas, reasserting one of the patents from the May 2019 action that was later invalidated by both a jury and by *inter partes* review. In March 2021, Solas filed yet another lawsuit in the Eastern District of Texas against Samsung Display, ultimately asserting three patents, including a patent it also asserted in the May 2019 action and that was later found invalid by the Patent Trial and Appeal Board (“PTAB”).

5. It now appears that Solas and Neodron are alter egos, or at least closely related entities that work together to maximize their revenue from infringement claims. Neodron controls at least some of Solas’s patents and has the ability to license them. In fact, one patent Solas asserted [REDACTED] [REDACTED] to Samsung Display. At least two other patents for which Solas is the recorded owner are also [REDACTED] [REDACTED]. That means the license Samsung Display bought and paid for in [REDACTED] [REDACTED] encompasses at least some of Solas’s patents.

6. Samsung Display cannot have liability under patents Neodron controls, even if Solas owns them and continues to assert them. And Neodron is required to [REDACTED] [REDACTED] from any litigation in which Solas asserts a patent that Neodron controls. Moreover, under the License Agreement’s [REDACTED] [REDACTED] for any claim by Solas that Samsung Display is infringing a patent that Neodron controls because that question rests in part on the License Agreement.

7. Samsung Display therefore brings this action for damages from the breach of the License Agreement, for a declaration that the License Agreement is being breached by Defendants’ continuing litigations against Samsung Display based on licensed patents, for a

declaration that Samsung Display is licensed to practice patents Defendants have asserted, and for a declaration that Samsung Display does not infringe those patents.

### **PARTIES**

8. Samsung Display is a corporation organized under the laws of the Republic of Korea, with its principal place of business at 1 Samsung-ro, Giheung-gu, Yongin-si, Gyeonggi-Do, 17113, Republic of Korea.

9. On information and belief, Solas is a technology licensing company organized under the laws of Ireland, with its headquarters at The Hyde Building, Suite 23, The Park, Carrickmines, Dublin 18, Ireland. On information and belief, Realta Investments Ireland DAC, an Irish corporation managed by Magnetar Capital LLC, owns much of Solas. On information and belief since no later than November 2020, Solas and Neodron were and are closely related entities or alter egos.

10. On information and belief, Neodron is a technology licensing company organized under the laws of Ireland, with its headquarters at The Hyde Building, Suite 23, The Park, Carrickmines, Dublin 18, Ireland. On information and belief, Realta Investments Ireland DAC, an Irish corporation managed by Magnetar Capital LLC, owns much of Neodron. On information and belief, since no later than November 2020, Neodron and Solas were and are closely related entities or alter egos.

### **JURISDICTION AND VENUE**

11. Samsung Display brings this action under the Declaratory Judgment Act, 28 U.S.C. §§ 2201–02, for declaratory judgments of non-infringement of certain patents under the Patent Laws of the United States, 35 U.S.C. §§ 101 *et seq.* This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338.

12. This Court has supplemental jurisdiction under 28 U.S.C. § 1367(a) over the state-law causes of action because they are related to claims in the action within the Court's subject-matter jurisdiction and form part of the same case or controversy. In this case, the state-law claims are derived from the same common nucleus of operative fact.

13. This Court has personal jurisdiction over Defendants in the Southern District of New York. Under [REDACTED] of the Escrow Agreement and [REDACTED] of the PLA, Neodron [REDACTED] and agreed to designate [REDACTED] [REDACTED] the License Agreement. Solas also consented to personal jurisdiction in this forum because, as explained below, Solas is bound by the License Agreement for the reasons provided throughout this complaint. Moreover, on information and belief, Defendants, directly or through their agents and alter egos, have conducted the business activities at issue in this lawsuit in New York. Those activities include patent licensing efforts, such as negotiating and signing agreements related to patent licenses within the Southern District of New York. This action arises out of and relates to those activities that Defendants have purposefully conducted in New York or directed at New York and this District. Neodron requested that Samsung Display [REDACTED] [REDACTED], which location is within this District. On information and belief, the Defendants or their agents and alter egos have an office at this location. On information and belief, Gerald Padian, a director of Neodron and a director of Solas, also has an office at 81 Main Street, Suite 209, White Plains, New York, from which he conducts business for Defendants within this District, including negotiating the License Agreement on behalf of Defendants.

14. Venue is proper within this District under 28 U.S.C. §§ 1391(b) and 1391(c).

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