

SEL EXHIBIT NO. 2005

CHI MEI INNOLUX CORP. v. PATENT OF SEMICONDUCTOR ENERGY
LABORATORY CO., LTD.

IPR2013-00038

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Kyle B. Fleming (*California Bar No. 166386*)
RENNER, OTTO, BOISSELLE & SKLAR, LLP
1621 Euclid Avenue
Nineteenth Floor
Cleveland, Ohio 44115
Telephone: (216) 621-1113
Facsimile: (216) 621-6165
kffleming@rennerotto.com

Attorneys for defendant Westinghouse Digital, LLC

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

SEMICONDUCTOR ENERGY
LABORATORY CO., LTD.,

Plaintiff,

v.

CHIMEI INNOLUX CORPORATION,
ET AL.,

Defendants.

Case No. SACV 12-0021-JST (JPRx)

**DEFENDANT WESTINGHOUSE
DIGITAL'S NOTICE OF JOINDER
AND AGREEMENT TO BE BOUND TO
OUTCOME OF INTER PARTES
REVIEW IF STAY OF PROCEEDINGS
IS GRANTED**

**NOTICE OF JOINDER AND AGREEMENT TO BE BOUND TO OUTCOME OF INTER
PARTES REVIEW IF STAY OF PROCEEDINGS IS GRANTED**

Between October 19, 2012 and November 30, 2012, Chimei Innolux Corporation ("CMI") filed seven requests for *Inter Partes* Review ("IPR") of U.S. Patent Nos. 6,404,480 ("480 Patent"), 7,956,978 ("978 Patent"), 7,697,102 ("102 Patent"), 7,923,311 ("311 Patent"), 8,068,204 ("204 Patent"), and 7,876,413 ("413 Patent") (collectively the "patents-in-suit") with the U.S. Patent and Trademark Office ("PTO").¹

On October 22, 2012, Defendants CMI, Chimei Optoelectronics USA, Inc. ("CMO USA"), Acer America Corporation ("Acer"), ViewSonic Corporation ("ViewSonic"), VIZIO, Inc. ("VIZIO"), and (collectively, the "Defendants") filed a Motion to Stay Litigation Pending Outcome of Inter Partes Review ("Motion").²

¹See Supplemental Cordrey Declaration in support of Motion to Stay Litigation Pending *Inter Partes* Review, Dkt No. 104, and Exhibits 1-19.

²See Dkt No. 100

1 For the reasons set forth in Defendants' Motion, Westinghouse Digital, LLC
2 ("Westinghouse") hereby joins Defendants' motion to stay.

3 Additionally, in the event that the Court grants the Motion and stays the litigation,
4 Westinghouse agrees to be bound by the PTO's determinations on the IPRs pursuant to the
5 estoppel provisions of 35 U.S.C. § 315(e)(2).

6
7 Dated: 07 December 2012

Respectfully submitted,

8 /s/ Kyle B Fleming
9 Kyle B. Fleming
10 Renner, Otto, Boisselle & Sklar, LLP
11 1621 Euclid Avenue
12 Nineteenth Floor
13 Cleveland, Ohio 44115
14 Telephone: (216) 621-1113
15 Facsimile: (216) 621-6165

Attorneys for Westinghouse Digital, LLC.

16 **CERTIFICATE OF SERVICE**

17 I hereby certify that on this date a true and correct copy of the foregoing will be
18 electronically filed with the Court. Notice of this filing will be automatically sent by the Court's
19 CM/ECF system to all counsel of record.

20 Dated: 07 December 2012

/s/ Kyle B. Fleming
Kyle B. Fleming

21
22
23
24
25
26
27
28