

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

DELAWARE DISPLAY GROUP LLC  
and INNOVATIVE DISPLAY  
TECHNOLOGIES LLC,

Plaintiffs,

v.

LENOVO GROUP LTD.,  
LENOVO HOLDING CO., INC., and  
LENOVO (UNITED STATES) INC.,

Defendants.

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C.A. No. 13-cv-2108-RGA

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JURY TRIAL DEMANDED

DELAWARE DISPLAY GROUP LLC  
and INNOVATIVE DISPLAY  
TECHNOLOGIES LLC,

Plaintiffs,

v.

LG ELECTRONICS, INC.,  
LG ELECTRONICS U.S.A., INC.,  
LG DISPLAY CO., LTD., and  
LG DISPLAY AMERICA, INC.,

Defendants.

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C.A. No. 13-cv-2109-RGA

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JURY TRIAL DEMANDED

DELAWARE DISPLAY GROUP LLC  
and INNOVATIVE DISPLAY  
TECHNOLOGIES LLC,

Plaintiffs,

v.

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C.A. No. 13-cv-2111-RGA

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JURY TRIAL DEMANDED

**SONY CORPORATION, SONY CORPORATION OF AMERICA, SONY ELECTRONICS INC., and SONY MOBILE COMMUNICATIONS (USA) INC.** §  
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**Defendants.**

**DELAWARE DISPLAY GROUP LLC AND INNOVATIVE DISPLAY TECHNOLOGIES LLC** §  
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**Plaintiffs,**

**v.**

**VIZIO, INC.,** §  
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**Defendant.**

**C.A. No. 13-cv-2112-RGA**

**JURY TRIAL DEMANDED**

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**PLAINTIFFS' OPENING CLAIM CONSTRUCTION BRIEF**

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Plaintiffs Innovative Display Technologies LLC and Delaware Display Group LLC (collectively, "Plaintiffs") hereby serve their opening claim construction brief.

## I. PRIOR CLAIM CONSTRUCTIONS

Almost all of the disputed terms have already been construed in two groups of consolidated cases filed by plaintiffs: (1) *Acer, Inc. et al.*, No. 2:13-cv-522, (E.D. Tex., filed June 28, 2013) (the “First Texas Litigation”) and (2) *Hyundai Motor Co. et al.*, No. 2:14-cv-00201 (E.D. Tex., filed March 10, 2014) (the “Second Texas Litigation”). On August 26, 2014, Magistrate Judge Payne issued an order in the First Texas Litigation construing twelve sets of terms (the “First Claim Construction”).<sup>1</sup> The defendants filed objections to the First Claim Construction,<sup>2</sup> and Judge Gilstrap overruled all of the objections.<sup>3</sup> On May 4, 2015, in the Second Texas Litigation, Judge Gilstrap issued an order construing thirteen sets of terms from these patents-in-suit (the “Second Claim Construction”).<sup>4</sup> Defendant LG’s attorneys in this case have represented parties in each of the First and Second Texas Litigations, including Dell, HP, Hyundai, and Kia. Between the First and Second Claim Constructions, twelve of the terms in dispute here have already been construed. The following sub-sections discuss those twelve terms.

A. **“transition region.”** For this term, Plaintiffs adopt the First Claim Construction, Ex. A at 22, whereas Defendants adopt the Second Claim Construction. Ex. B at 16. The difference is that Defendants add the language “from a light source to a light emitting area.” But the specification does not require the additional language, and “unless required by the specification, limitations that do not otherwise appear in the claims should not be imported into the claims.” *N. Am. Container, Inc. v. Plastipak Packaging, Inc.*, 415 F.3d 1335, 1348 (Fed. Cir. 2005). The

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<sup>1</sup> Ex. A. (First Texas Litigation, Claim Construction Memorandum and Order (D.I. 101)) Exhibits referenced herein are attached to the Joint Appendix, which has been filed concurrently herewith.

<sup>2</sup> First Texas Litigation, Defendants’ Objections to the August 26, 2014, Claim Construction Memorandum and Order (D.I. 118) (filed Sept. 10, 2014).

<sup>3</sup> First Texas Litigation, Order (D.I. 219) (Dec. 15, 2014).

<sup>4</sup> Ex. B. (Second Texas Litigation, Memorandum Opinion and Order (D.I. 244))

claims themselves do not require the “transition region” to transmit light from a light source to a light emitting area. For example, claim 1 of the ’660 patent simply recites “a transition region disposed between the light source and the output region.” Not until dependent claim 2 does the claim language approach Defendants’ construction: “The assembly of claim 1 wherein the transition region is configured to spread and transmit the light generated by the light sources to the output region.” “[T]he presence of a dependent claim that adds a particular limitation raises a presumption that the limitation in question is not found in the independent claim.” *Liebel-Flarsheim Co. v. Medrad, Inc.*, 358 F.3d 898, 910 (Fed. Cir. 2004).

**B. “predetermined.”** In both the First and Second Claim Constructions, the Court construed this term as “fixed.” Ex. A at 42; Ex. B at 21. Here, Defendants want to add the word “beforehand.” In the First Claim Construction, the Court explained why it should not add a word like “beforehand” to this construction: “Likewise, the phrase ‘in advance’ may raise issues as to ‘in advance’ of what.” Ex. A at 42. Unlike method claims, the apparatus claims in the ’370 and ’660 patents do not consist of discrete steps that could require that an event occurs “beforehand” of a claimed step. *Cf. Ferguson Beauregard/Logic Controls, Div. of Dover Res., Inc. v. Mega systems, LLC*, 350 F.3d 1327, 1340 (Fed. Cir. 2003) (construing “predetermined plunger performance” in method claims). Moreover, in the First Texas Litigation, the Court noted that its construction comported with the dictionaries cited by the prior defendants and reasoned that construing the word “predetermined” as “fixed” “gives meaning to the prefix ‘pre-’ by requiring a degree of immutability that the word ‘determined’ might not by itself demand.” Ex. A at 42.

**C. “pattern of light extracting deformities.”** The issue here is whether to reject the two prior claims construction decisions and introduce a new limitation—the phrase “light extracting deformities”—back into the claim as Defendants suggest or whether to simply use the phrase “deformities” as Plaintiffs propose. Plaintiffs follow the exact definition adopted by the Court in

the First Claim Construction. Ex. A at 11. In the Second Claim Construction, the defendants agreed to that same construction. Ex. B at 10. Yet the Defendants, with many of the same attorneys, now propose a new construction that adds unnecessary redundancy that the Court need not add to the construction. *See U.S. Surgical Corp. v. Ethicon, Inc.*, 103 F.3d 1554, 1568 (Fed. Cir. 1997) (“Claim construction is a matter of resolution of disputed meanings and technical scope ... It is not an obligatory exercise in redundancy.”).

**D. “optical elements of well defined shape.”** In the two prior claim constructions, the Courts rejected the defendants’ arguments that this term is indefinite and found that “well defined” means “distinct,” as confirmed by the specification and plain definition of the words. Ex. A at 46-47 (citing the specification discussed below); Ex. C (The Merriam-Webster Dictionary 599 (1998)); Ex. D (Merriam-Webster’s Collegiate Dictionary 1338 (10th ed. 2002)) (“having clearly distinguishable limits, boundaries, or features”)); Ex. B at 23. Nevertheless, Defendants again argue here that the term is indefinite. But the specification gives one of skill more than “reasonable certainty” as to what was meant by this term. *Nautilus, Inc. v. Biosig Instruments, Inc.*, 134 S. Ct. 2120, 2129 (2014). This term appears in the ’196 patent, whereas in the previous cases it appeared in 7,300,194 (the “194 patent”). Ex. E (the ’194 patent). The ’196 patent has much of the same relevant, explanatory written description as the ’194 patent, plus much more. Relying on passages in the ’194 patent that are very similar to ones in the ’196 patent, *see e.g.*, D.I. 60, Ex. F at 10:31-3; 53-58, Judge Payne held that the “best reading of the claims, in light of the above-quoted passages from the specification, is that the patentee used ‘well defined’ to mean ‘distinct.’” Ex. A at 46.

The ’196 patent’s additional written description confirms the definiteness of this term. For example, the ’196 patent’s written descriptions states, “Light redirecting film 2 comprises a thin transparent film or substrate 8 having a pattern of discrete individual optical elements 5 of

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