

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

LG DISPLAY CO., LTD.,
Petitioner,

v.

DELAWARE DISPLAY GROUP LLC,
Patent Owner.

Case IPR2015-00506¹
Patent 7,434,973 B2

Before THOMAS L. GIANNETTI, BEVERLY M. BUNTING, and
MICHELLE N. WORMMEESTER, *Administrative Patent Judges*.

WORMMEESTER, *Administrative Patent Judge*.

FINAL WRITTEN DECISION
35 U.S.C. § 318(a) and 37 C.F.R. § 42.73

¹ Case IPR2015-01666 has been joined with this proceeding.

I. BACKGROUND

LG Display Co., Ltd. filed a Petition seeking *inter partes* review of claims 1–5 of U.S. Patent No. 7,434,973 B2 (Ex. 1001, “the ’973 patent”). Paper 1 (“Pet.”). Delaware Display Group LLC (“Patent Owner”) filed a Preliminary Response. Paper 6 (“Prelim. Resp.”). Pursuant to § 314(a), we instituted an *inter partes* review of all challenged claims 1–5 on one ground of unpatentability. Paper 8 (“Dec. on Inst.”). Patent Owner filed a Patent Owner Response (Paper 17, “PO Response”), and LG Display Co., Ltd. filed a Reply (Paper 20, “Reply”).

Following institution, LG Electronics, Inc. filed timely a Petition and Motion for Joinder in Case IPR2015-01666, challenging the same claims of the ’973 patent on the same ground as that on which we instituted review in this proceeding, plus one additional ground. *See* Paper 24, 2. LG Electronics, Inc. agreed to abandon the additional ground should IPR2015-01666 be joined with this proceeding. *See id.* at 2 n.1. To administer the proceedings more efficiently, we granted LG Electronics, Inc.’s Motion for Joinder, joining Case IPR2015-01666 with the instant proceeding. *Id.* at 5. For purposes of this Decision, we refer to LG Display Co., Ltd. and LG Electronics, Inc., jointly, as “Petitioner.”

An oral hearing was held on March 1, 2016, and a copy of the transcript is included in the record (Paper 25, “Tr.”).

We have jurisdiction under 35 U.S.C. §6(c). This final written decision is issued pursuant to 35 U.S.C. § 318(a) and 37 C.F.R. § 42.73 as to the patentability of the challenged claims of the ’973 patent.

For the reasons that follow, we determine that Petitioner has demonstrated, by a preponderance of the evidence, that claims 1–5 of the '973 patent are unpatentable.

A. Related Proceedings

Patent Owner states that it has asserted infringement of the '973 patent in the following proceeding: *Delaware Display Group LLC v. Lenovo Holding Co.*, Case No. 1:13-cv-02108 (D. Del., filed Dec. 31, 2013). Paper 4, 2.

B. The '973 Patent

The '973 patent is titled “Light Emitting Panel Assemblies.” The Abstract describes the subject matter as follows:

Light emitting panel assemblies include a light emitting panel member having at least one light source optically coupled to a portion of an input edge of the panel member. A plurality of individual light extracting deformities on or in at least one panel surface of the panel member are of well defined shape and have a length and width substantially smaller than the length and width of the panel surface. At least some of the deformities have at least one surface that is angled at different orientations relative to the input edge depending on the location of the deformities on the panel surface to face a portion of the input edge to which a light source is optically coupled.

Ex. 1001, at [57].

C. Illustrative Claim

Independent claim 1 of the '973 patent recites:

1. A light emitting panel assembly comprising
a light emitting panel member having at least one input edge,
a plurality of light sources optically coupled to different portions of the width of the input edge, and
a pattern of individual light extracting deformities associated with respective light sources,
wherein the deformities are projections or depressions on or in at least one surface of the panel member for producing a desired light output from the panel member,
wherein each of the deformities has a length and width substantially smaller than the length and width of the panel surface,
wherein the deformities that are in close proximity to the input edge increase in density, size, depth and/or height as the distance of the deformities from the respective light sources increases across the width of the panel member, and
wherein the density, size, depth and/or height of the deformities in close proximity to the input edge is greatest at approximate midpoints between adjacent pairs of the light sources.

D. Claim Construction

Patent Owner asserts that the '973 patent has expired and that we should use the claim construction standard of the district courts, specifically the claim construction standard set forth in *Phillips v. AWH Corp.*, 415 F.3d 1303 (Fed. Cir. 2005) (en banc). PO Resp. 21; Tr. 16:17–19. Petitioner contends that the '973 patent has not expired and that “regardless of the claim construction standard that is applied, the constructions put forth by Petitioner should not change.” Reply 1. For the reasons that follow, we

need not decide, for purposes of this Decision, whether the '973 patent has expired.

1. “*deformities*”

In our Decision on Institution, we adopted Petitioner’s proposed construction of the term “deformities”: “any change in the shape or geometry of a surface and/or coating or surface treatment that causes a portion of the light to be emitted.” Dec. on Inst. 4. Petitioner asserts that its proposed construction is based on the “express definition” of the term provided in the '973 patent. Pet. 6. Patent Owner does not oppose that construction. PO Resp. 24. Like Petitioner, Patent Owner also does not specify how our construction of “deformities” would be different under the standard for expired patents. Nor do we discern the construction of the term to be different under the two standards. Indeed, both parties point out in their submissions that our construction reflects “an agreed upon construction entered by the district court in a related proceeding.” Reply 2; *see* PO Resp. 24 (“Patent Owner’s proposed definition is the same as the Board’s construction in the institution decision. Patent Owner notifies the Board that the district court in [related cases] has enter[ed] an agreed construction of ‘deformities’ from patents related to this patent that mimics the construction offered here.”).

The parties agree that a claim construction under either a *Phillips* interpretation or a broadest reasonable interpretation would not impact the scope of the claim. *See* Pet. 5–6; PO Resp. 24; *see also* Prelim. Resp. 2–3 (“the district court in [a related case] has ruled on constructions of terms that appear in this patent . . . , including entering an agreed construction of

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