

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

|                            |   |                                   |
|----------------------------|---|-----------------------------------|
| _____                      | ) |                                   |
| <b>NICHIA CORPORATION,</b> | ) |                                   |
|                            | ) |                                   |
| <b>Plaintiff,</b>          | ) | <b>C.A. No. 2:16-cv-01453-JRG</b> |
|                            | ) | <b>(LEAD CASE)</b>                |
| <b>v.</b>                  | ) |                                   |
|                            | ) | <b>Jury Trial Demanded</b>        |
| <b>VIZIO, INC.,</b>        | ) |                                   |
|                            | ) |                                   |
| <b>Defendant.</b>          | ) |                                   |
| _____                      | ) |                                   |

**PLAINTIFF NICHIA CORPORATION'S P.R. 4-5(a)  
OPENING CLAIM CONSTRUCTION BRIEF**

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| Name <sup>1</sup> | Abbreviation                       | Description  |
|-------------------|------------------------------------|--|
| Appx. 1           | '250 Patent                        | U.S. Patent No. 8,530,250  |
| Appx. 2           | '411 Patent                        | U.S. Patent No. 9,490,411  |
| Appx. 3           | '071 Patent                        | U.S. Patent No. 9,537,071  |
| Dkt. 143          | Joint Statement                    | Joint Claim Construction and Prehearing Statement pursuant to P.R. 4-3, filed October 30, 2017   |
| Ex. A             | Everlight Claim Construction Order | Claim Construction Memorandum and Order, dated December 12, 2014, issued by the Court in <i>Nichia Corp. v. Everlight Electronics Co., Ltd.</i> , Case No. 2:13-CV-702-JRG (Dkt. 79) ("Everlight Order") |
| Ex. B             | Defendants' 4-3(d) Summary         | Defendants' Summary of Expert Testimony Pursuant to Patent Local Rule 4-3(d), served October 30, 2017  |
| Ex. C             | -                                  | Concave, Math Open Reference<br><a href="http://www.mathopenref.com/concave.html">http://www.mathopenref.com/concave.html</a> (last accessed Oct. 10, 2017)  |
| Ex. D             | -                                  | U.S. Patent No. 6,627,482 ("Wang")   |
| Ex. E             | -                                  | McGraw-Hill Dictionary of Scientific and Technical Terms, 6th ed. (2003)   |
| Ex. F             | -                                  | Resin, Merriam-Webster<br><a href="https://www.merriam-webster.com/dictionary/resin">https://www.merriam-webster.com/dictionary/resin</a> (last accessed Oct. 10, 2017)                                  |
| Ex. G             | -                                  | Resin, American Heritage Dictionary<br><a href="https://ahdictionary.com/word/search.html?q=resin">https://ahdictionary.com/word/search.html?q=resin</a> (last accessed Oct. 10, 2017)                   |
| Ex. H             | -                                  | Webster's Unabridged Dictionary of the English Language (2001)   |
| Ex. I             | -                                  | The New Oxford American Dictionary, 2d Ed. (2005)  |
| Ex. J             | -                                  | <i>Lowe's Companies, Inc., Lowe's Home Centers, LLC and L G Sourcing, Inc. v. Nichia Corp.</i> , Paper No. 2, Petition for <i>Inter Partes</i> Review (P.T.A.B. Aug. 29,                                 |

<sup>1</sup> The "Ex." numbers refer to the Exhibits attached to the Declaration of Michael H. Jones, dated November 21, 2017, and filed concurrently herewith.

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