

**Paul, Rajesh**

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**From:** Staubach, Lindsey  
**Sent:** Tuesday, February 23, 2021 2:23 PM  
**To:** Van Nort, Diek O.; Belusko, Vincent J.; Samsung-JOLED; 'Barry Shelton'  
**Cc:** Mofo-JOLED; 'Milvenan, Rick'  
**Subject:** RE: JOLED v. Samsung - Status of Claim Construction Terms

Hi Diek,

We confirm that Defendants agree to JOLED's proposal as discussed below -- specifically, that JOLED will no longer assert claim 16 of the '336 patent in this case, and Defendants will drop their indefiniteness argument as to that claim in this case, but are not precluded from raising that indefiniteness argument in a separate proceeding.

Given the above agreement, we believe that the claim term found in claim 16 of the '336 patent can be dropped from the parties' lists of terms proposed for claim construction. We understand that, with this term removed, the parties are in agreement that the remaining terms are within the Court's presumed limit on the number of terms that may be proposed for construction.

Regards,

Lindsey

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**From:** Van Nort, Diek O. <DVanNort@mofo.com>  
**Sent:** Monday, February 22, 2021 4:07 PM  
**To:** Staubach, Lindsey <LStaubach@cov.com>; Belusko, Vincent J. <VBelusko@mofo.com>; Samsung-JOLED <Samsung-JOLED@cov.com>; 'Barry Shelton' <bshelton@sheltoncoburn.com>  
**Cc:** Mofo-JOLED <MoFo-Joled@mofo.com>; 'Milvenan, Rick' <rmilvenan@mcginnislaw.com>  
**Subject:** RE: JOLED v. Samsung - Status of Claim Construction Terms

**EXTERNAL**

Hi Lindsey,

Thank you for the clarification. Please let us know whether Defendants agree by end of day tomorrow (Tuesday). We note that with this term and the other term groups, Defendants are proposing 11 terms for construction.

Best regards,  
Diek

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**From:** Staubach, Lindsey <[LStaubach@cov.com](mailto:LStaubach@cov.com)>  
**Sent:** Monday, February 22, 2021 12:17 PM  
**To:** Van Nort, Diek O. <[DVanNort@mofo.com](mailto:DVanNort@mofo.com)>; Belusko, Vincent J. <[VBelusko@mofo.com](mailto:VBelusko@mofo.com)>; Samsung-JOLED <[Samsung-JOLED@cov.com](mailto:Samsung-JOLED@cov.com)>; 'Barry Shelton' <[bshelton@sheltoncoburn.com](mailto:bshelton@sheltoncoburn.com)>  
**Cc:** Mofo-JOLED <[MoFo-Joled@mofo.com](mailto:MoFo-Joled@mofo.com)>; 'Milvenan, Rick' <[rmilvenan@mcginnislaw.com](mailto:rmilvenan@mcginnislaw.com)>  
**Subject:** RE: JOLED v. Samsung - Status of Claim Construction Terms

**External Email**

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Diek,

Thanks for your email. To clarify, we are still conferring with our clients regarding JOLED's proposal on claim 16 of the '336 patent. We will let you know whether or not Defendants agree as soon as possible, but it is unlikely we will have an answer before the deadline for the exchange today. Thus, we plan to include the term specific to this claim in our revised constructions.

Regards,

Lindsey

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**From:** Van Nort, Diek O. <[DVanNort@mofo.com](mailto:DVanNort@mofo.com)>  
**Sent:** Monday, February 22, 2021 2:38 PM  
**To:** Staubach, Lindsey <[LStaubach@cov.com](mailto:LStaubach@cov.com)>; Belusko, Vincent J. <[VBelusko@mofo.com](mailto:VBelusko@mofo.com)>; Samsung-JOLED <[Samsung-JOLED@cov.com](mailto:Samsung-JOLED@cov.com)>; 'Barry Shelton' <[bshelton@sheltoncoburn.com](mailto:bshelton@sheltoncoburn.com)>  
**Cc:** Mofo-JOLED <[MoFo-Joled@mofo.com](mailto:MoFo-Joled@mofo.com)>; 'Milvenan, Rick' <[rmilvenan@mcginnislaw.com](mailto:rmilvenan@mcginnislaw.com)>  
**Subject:** RE: JOLED v. Samsung - Status of Claim Construction Terms

**[EXTERNAL]**

Hi Lindsey,

We confirm your understanding that with JOLED dropping claim 16 of the '336 patent in this case and Defendants dropping its indefiniteness position in this case, Defendants would not be precluded from raising the indefiniteness argument in a separate proceeding. From your email below, we understand the parties to be in agreement that JOLED is dropping this claim in this case and Defendants are not pursuing indefiniteness in this case. Based on that agreement, JOLED will not include this claim in the revised constructions due today. Please let us know immediately if our understanding is incorrect.

Separately, regarding the number of claim terms proposed for construction, JOLED does not intend to challenge the ten remaining term groupings as exceeding the Court's limit on the number of terms that may be proposed for construction. JOLED reserves the right, however, to argue in its briefing that Defendants inclusion of multiple long clauses for construction is inappropriate and not helpful to the claim construction process.

We confirm your understanding about the exchange of the revised constructions today at 7 pm ET.

Best regards,

Diek

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**From:** Staubach, Lindsey <[LStaubach@cov.com](mailto:LStaubach@cov.com)>  
**Sent:** Monday, February 22, 2021 10:02 AM  
**To:** Belusko, Vincent J. <[VBelusko@mofo.com](mailto:VBelusko@mofo.com)>; Samsung-JOLED <[Samsung-JOLED@cov.com](mailto:Samsung-JOLED@cov.com)>; 'Barry Shelton' <[bshelton@sheltoncoburn.com](mailto:bshelton@sheltoncoburn.com)>  
**Cc:** Mofo-JOLED <[MoFo-Joled@mofo.com](mailto:MoFo-Joled@mofo.com)>; 'Milvenan, Rick' <[rmilvenan@mcginnislaw.com](mailto:rmilvenan@mcginnislaw.com)>  
**Subject:** JOLED v. Samsung - Status of Claim Construction Terms

**External Email**

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Counsel,

We write concerning the parties' exchange of revised constructions today. Based on JOLED's representation during the parties' meet-and-confer on Friday (2/19/21) that it will drop claim 14 of the '336 patent from the set of asserted claims, we do not plan to include the term associated with this claim in our list of revised constructions.

You further indicated during the meet-and-confer that JOLED agrees to drop claim 16 of the '336 patent as long as Defendants withdraw their indefiniteness argument for the claim term "asymmetrically generate the plurality of band-shaped . . . regions on the display screen" in this case. We understand that the agreement as to claim 16 would not preclude Defendants from raising the indefiniteness argument in a separate proceeding. Please let us know if our understanding is incorrect. Otherwise, we will let you know our position as soon as possible, although we may not be able to do so before our exchange today. We therefore plan to include this term in our revised constructions today pending a final agreement.

We understand that the parties will be exchanging their revised constructions at 7 pm ET today.

Regards,

Lindsey

**Lindsey Staubach**

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