



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

The CALIFORNIA INSTITUTE OF
TECHNOLOGY,

Plaintiff,

v.

SAMSUNG ELECTRONICS CO., LTD., and
SAMSUNG ELECTRONICS AMERICA,
INC.,

Defendants.

Civil Action No. 2:21-cv-446

JURY TRIAL DEMANDED



**PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION TO TRANSFER
TO THE CENTRAL DISTRICT OF CALIFORNIA**



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[REDACTED]

I. Introduction

Samsung's motion to transfer venue is built on a series of unsupported assertions that fail to coalesce in any way to warrant its requested relief. The Patents-in-Suit¹ are indisputably *not* covered by any license to Intellectual Ventures or, in turn, to Samsung. None of the Patents-in-Suit [REDACTED], nor are the Patents-in-Suit [REDACTED]. Indeed, the parties to that agreement – Caltech and Cellular Elements (CE) – expressly agreed that [REDACTED].

In any event, that is a question for a dispositive motion, which Samsung elected not to bring to this Court – instead opting for the procedural tactic of embedding its license defense within a belated transfer motion. This Court can readily dispense of Samsung's motion to transfer venue on its face because Samsung cannot invoke [REDACTED] of a Patent License Agreement (PLA) between two other parties. Samsung is neither a [REDACTED]. Allowing Samsung to claim rights under the agreement would be inconsistent with [REDACTED], and Samsung cannot meet the separate hurdle of showing that the [REDACTED]. That clause very deliberately provides [REDACTED], and Samsung is not [REDACTED]. Finally, Samsung requests transfer pursuant to § 1404 without providing a full § 1404 analysis, further revealing the insufficiency of its motion.

II. Samsung's motion to transfer – a thinly disguised effort to seek summary adjudication – fails across the board.

As shown below in Section III, Samsung can claim no license to the Patents-in-Suit. But Samsung has not asked the Court to render a ruling on a dispositive motion. To the contrary,

¹ The "Patents-in-Suit" are U.S. Patent Nos. 7,116,710 ("the '710 Patent"), 7,421,032 ("the '032 Patent"), 7,916,781 ("the '781 Patent"), and 8,284,833 ("the '833 Patent").

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