

United States District Court
Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

<p>ENPLAS DISPLAY DEVICE CORPORATION; ENPLAS TECH SOLUTIONS, INC.; and ENPLAS (U.S.A.), INC.,</p> <p>Plaintiffs and counterdefendants,</p> <p>v.</p> <p>SEOUL SEMICONDUCTOR COMPANY, LTD.,</p> <p>Defendant and counterclaimant.</p>
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Case No. 13-cv-05038 NC

ORDER RE: SSC’S MOTION TO DISMISS AND ENPLAS’ MOTIONS FOR SUMMARY JUDGMENT

Re: Dkt. Nos. 128, 130, 132, 134, 138

The Court considers the effect of (1) defendant SSC’s motion to dismiss its patent infringement counterclaims against plaintiffs ETS and EUSA, and (2) SSC’s covenant not to sue EDD on certain infringement claims. Enplas moved for summary judgment on the infringement claims that SSC intended to drop. In response, SSC covenanted not to sue on those claims. Now, the Court GRANTS SSC’s motion to dismiss, and finds that SSC’s dismissal covers all causes of action against ETS and EUSA. The Court finds that SSC’s covenants not to sue do not divest the Court of jurisdiction to rule on EDD’s motions for summary judgment because the covenants do not cover the entirety of SSC’s infringement claims. Because no genuine dispute of material facts exist as to those claims, the Court GRANTS EDD’s motions for summary judgment.

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Case No. 13-cv-05038 NC

1 **I. BACKGROUND**

2 Defendant Seoul Semiconductor Co., Ltd. (“SSC”), manufactures light-emitting
3 diode (“LED”) products and asserts that it owns more than 10,000 LED patents worldwide,
4 including the two patents at issue in this case, U.S. Patents Nos. 6,473,554 (the “’554
5 patent”) for “Lighting Apparatus Having Low Profile” and 6,007,209 (the “’209 patent”)
6 for “Light Source For Backlighting.” Dkt. No. 11. The ’554 patent relates to a lighting
7 apparatus that is useful as a backlight for illuminating a display, such as a liquid crystal
8 display (“LCD”). Dkt. No. 70-1. The ’209 patent relates to an apparatus and methods for
9 backlighting a display panel. Dkt. No. 70-2.

10 SSC asserts that plaintiffs Enplas Display Device Corporation (“EDD”), Enplas
11 Tech Solutions, Inc. (“ETS”), and Enplas (U.S.A.) Inc. (“EUSA”) (collectively, “Enplas”)
12 infringe the ’554 and ’209 patents by manufacturing and supplying lenses for use with
13 LEDs, including lenses for use in LED backlights for LCD televisions and monitors. Dkt.
14 No. 11.

15 Enplas filed its complaint on October 29, 2013, seeking a declaratory judgment that
16 the ’554 and ’209 patents are not infringed and are invalid. Dkt. No. 1. On January 16,
17 2014, Enplas filed a first amended complaint. Dkt. No. 7. On April 21, 2014, SSC filed
18 its answer and counterclaims, alleging infringement of the ’554 and ’209 patents against
19 EDD, ETS, and EUSA, on all patent claims. Dkt. No. 11. Based on a declaration provided
20 by ETS that it has had no relevant involvement with the products accused of infringement,
21 the Court dismissed with prejudice SSC’s patent infringement counterclaims against ETS
22 as stipulated by the parties. Dkt. No. 62. Now, Enplas moves for summary judgment, and
23 SSC moves to dismiss some infringement claims in the case. Dkt. Nos. 128, 130, 132,
24 134, 138.

25 **II. DISCUSSION**

26 The Court is faced with an unusual procedural posture and will resolve all motions
27 regarding SSC’s dropped claims together. After the fact discovery deadline passed in this
28 case, Enplas observed that SSC had not presented any factual information on many of its

1 infringement claims. Enplas asked SSC whether it intended to pursue those claims to
2 summary judgment and beyond. SSC responded that it did not, and that it would dismiss
3 the claims.

4 At that point, the parties engaged in negotiations to determine the method for
5 removing the claims from litigation. Enplas argued that it was entitled to a judgment on
6 the claims and requested that SSC agree to a consent judgment. SSC disagreed and
7 believed that a covenant not to sue was sufficient to remove the claims from the litigation
8 entirely. Without reaching a stipulation, Enplas moved for the Court to grant summary
9 judgment on the “dropped” claims, arguing that SSC provided no evidence to support
10 those claims. In its oppositions, SSC provided covenants not to sue, and argued that
11 Enplas’s motions are moot as a result. Then, SSC filed a motion for voluntary dismissal of
12 SSC’s infringement counterclaims as to EUSA and ETS. Additionally, SSC covenants not
13 to sue on some EDD claims on both the ’554 and ’209 patents, as well as on some lens
14 numbers.¹ A full list of relevant claims is included in the chart attached to this order.
15 EDD moves for summary judgment on the same claims.

16 The Court considers (A) the appropriate controlling law for each issue; (B) SSC’s
17 motion to dismiss; (C) the effect of SSC’s covenants not to sue on Enplas’ claims;
18 (D) whether SSC’s covenants moot Enplas’ claims or causes of action; and (E) Enplas’
19 summary judgment motions.

20 **A. Choice of Law**

21 Federal Circuit law applies to issues “unique to patent law and regional circuit law
22 to issues unrelated to patent law.” *Atlas IP, LLC v. Medtronic, Inc.*, No. 2015-1071, 2015
23 WL 6550622, at *4 (Fed. Cir. Oct. 29, 2015). Generally, procedural issues are governed
24 by regional circuit law. *Midwest Indus., Inc. v. Karavan Trailers, Inc.*, 175 F.3d 1356,
25

26 ¹ The relevant claims with respect to EDD are SSC’s (1) infringement allegations
27 concerning claims 1-19, 21-22 of the ’209 patent; (2) claims 4-5, 7-29, 32, 38-48 of the
28 ’554 patent; (3) all claims of direct infringement under 35 U.S.C. § 271(a); (4) all claims
that EDD lens #9827 infringes patents in suit, and lens #4922 infringes the ’554 patent.;
and (5) infringement under 35 U.S.C. § 271(c).

1 1359 (Fed. Cir. 1999). Here, the parties agree that Ninth Circuit law governs the
2 procedural standard for granting a motion to dismiss under Rule 41(a)(2), or a motion for
3 summary judgment. However, the effect of a covenant not to sue is governed by Federal
4 Circuit law. *Id.* (noting that the Federal Circuit applies its own law to deciding “whether
5 there is a sufficient controversy between the parties to permit the accused infringer to bring
6 an action seeking a declaratory judgment of noninfringement or invalidity”).

7 **B. Motion to Dismiss**

8 Federal Rule of Civil Procedure 41(b) permits a party to voluntarily dismiss a claim
9 by court order, “on terms that the court considers proper.” “A district court should grant a
10 motion for voluntary dismissal under Rule 41(a)(2) unless a defendant can show that it will
11 suffer some plain legal prejudice as a result.” *Smith v. Lenches*, 263 F.3d 972, 975 (9th
12 Cir. 2001). “Plain legal prejudice, however, does not result simply when defendant faces
13 the prospect of a second lawsuit or when plaintiff merely gains some tactical advantage.”
14 *Hamilton v. Firestone Tire & Rubber Co.*, 679 F.2d 143, 145 (9th Cir. 1982).

15 Here, SSC seeks dismissal of its infringement causes of action against ETS and
16 EUSA with prejudice. “Where, as here, a plaintiff seeks to dismiss its case, with prejudice,
17 many courts have held that unless a third party’s rights are affected, a court lacks
18 discretion and has little choice but to dismiss.” *California Sportfishing Prot. All. v.*
19 *Matheson Tri-Gas, Inc.*, No. 11-cv-01456 MCE, 2013 WL 687041, at *2 (E.D. Cal. Feb.
20 25, 2013) (collecting cases). Enplas does not argue that it would suffer plain legal
21 prejudice if the Court dismisses the claims. Therefore, the Court GRANTS SSC’s motion
22 to dismiss its causes of action against ETS and EUSA with prejudice.

23 **C. Effect of SSC’s Covenants Not To Sue**

24 A party has standing to bring an action under the Declaratory Judgment Act if an
25 “actual controversy” exists. 28 U.S.C. § 2201(a). The “actual controversy” requirement is
26 the same as the Article III case or controversy requirement. *Aetna Life Ins. Co. v.*
27 *Haworth*, 300 U.S. 227, 239-41 (1937). In *MedImmune, Inc v. Genentech, Inc.*, 549 U.S.
28 118, 127 (2007), the Supreme Court clarified the relevant standard for “actual controversy”

1 as it applies to patent cases: “the facts alleged, under all circumstances, show there is a
2 substantial controversy, between parties having adverse legal interest, of sufficient
3 immediacy and reality to warrant the issuance of a declaratory judgment.” The dispute
4 must be “definite and concrete, touching the legal relations of parties having adverse legal
5 interests,” such that the dispute is “real and substantial” and “admi[ts] of specific relief
6 through a decree of a conclusive character, as distinguished from an opinion advising what
7 the law would be upon a hypothetical state of facts.” *Id.*; accord *Arris Group, Inc. v.*
8 *British Telecomm. PLC*, 639 F.3d 1368, 1373 (9th Cir. 2011). “[W]here a patentee asserts
9 rights under a patent based on certain identified ongoing or planned activity of another
10 party, and where the party contends that it has the right to engage in the accused activity
11 without a license, an Article III case or controversy will arise and the party need not risk a
12 suit for infringement by engaging in the identified activity before seeking a declaration of
13 its legal rights.” *SanDisk Corp. v. STMicroelectronics, Inc.*, 480 F.3d 1372, 1381 (Fed.
14 Cir. 2007). Here, SSC threatened Enplas with litigation for infringement of the ’554 and
15 ’209 patents, so Enplas sought declaratory judgment of noninfringement and invalidity of
16 the patents. Dkt. No. 1. Subsequently, SSC filed a counterclaim for infringement against
17 Enplas. Dkt. No. 11. Thus, at the start of the litigation, a “real and substantial” dispute
18 existed between the parties.

19 An actual controversy must be present at all times in the litigation. *Preiser v.*
20 *Newkirk*, 422 U.S. 395, 401 (1975). When a defendant in a patent infringement
21 declaratory judgment action covenants not to sue, generally, the defendant removes the
22 possibility that the parties have adverse legal interests. As a result, a covenant not to sue
23 can divest the Court of jurisdiction to adjudicate the plaintiff’s claims. “In a line of cases
24 beginning with *Super Sack Mfg. Corp. v. Chase Packaging Corp.*, 57 F.3d 1054, 1059-60
25 (Fed. Cir. 1995), we have held that a patentee’s grant of a covenant not to sue a supplier
26 for infringement can eliminate the supplier’s standing to bring a declaratory judgment
27 action.” *Arris Group*, 639 F.3d at 1380.

28 However, a covenant not to sue does not always divest the trial court of jurisdiction

1 over the case. Rather, “[w]hether a covenant not to sue will divest the trial court of
2 jurisdiction depends on what is covered by the covenant.” *Revolution Eyewear, Inc.*, 556
3 F.3d at 1297. Thus, the Court analyzes SSC’s motion to dismiss and the covenants not to
4 sue individually to determine whether they divest the Court of jurisdiction to rule on
5 Enplas’ summary judgment motions.

6 **D. Mootness of Enplas’ Claims**

7 SSC argues that Enplas’ motions for summary judgment are necessarily mooted by
8 SSC’s covenants not to sue on the same infringement claims.

9 **1. ETS and EUSA**

10 As to ETS and EUSA, the Court granted SSC’s request to dismiss all of its causes
11 of action with prejudice. The Court notes that it previously dismissed with prejudice
12 SSC’s causes of action against ETS. Dkt. No. 62. Now, the Court finds that SSC’s
13 dismissal covers all infringement claims it asserted against ETS and EUSA, so there is no
14 controversy remaining. No issues remain that implicate plaintiffs’ legal rights. Therefore,
15 ETS and EUSA’s claims against SSC are moot.

16 However, all parties acknowledge that SSC’s dismissal of its causes of action
17 against ETS and EUSA does not cover future infringement. The parties agree that the
18 Court should dismiss ETS and EUSA causes of action without prejudice. The Court
19 agrees and DISMISSES ETS and EUSA’s claims of noninfringement and invalidity of the
20 ’554 and ’209 patents without prejudice.

21 **2. EDD**

22 As to EDD, Enplas argues that SSC’s covenant not to sue on some, but not all,
23 infringement claims is insufficient to divest this Court of jurisdiction. The Court has
24 reviewed the case law cited by the parties and finds that no case directly addressing this
25 issue of a partial covenant not to sue.

26 The most comprehensive Federal Circuit case on the effect of a covenant not to sue
27 is *Revolution Eyewear, Inc. v. Aspex Eyewear, Inc.*, 556 F.3d 1294 (Fed. Cir. 2009). In
28 that case, defendant Revolution covenanted not to sue plaintiff Aspex for past and current

1 infringement, but the covenant was silent on future infringement. *Id.* at 1296. The Federal
2 Circuit noted that, “Revolution’s covenant does not protect Aspex from suit should Aspex
3 embark on future marketing of its bottom-mounted eyewear products.” *Id.* Because
4 Aspex specifically sought declaratory judgment on future infringement, the Federal Circuit
5 held that the covenant did not divest the trial court of jurisdiction to declare
6 noninfringement and invalidity. *Id.*

7 The Federal Circuit reasoned, “[t]he issue ‘touch[es] the legal relations of parties
8 having adverse legal interest,’ for it affects whether Aspex can return to this market
9 without risking treble damages should the challenge eventually fail, and the dispute is
10 amendable to ‘specific relief through a decree of a conclusive character’ because the
11 resolution of the counterclaims for validity and enforceability of the ’913 patent will
12 conclusively determine the issue. The case thus satisfies the requirements stated in
13 *MedImmune.*” *Revolution Eyewear*, 556 F.3d at 1299 (quoting *MedImmune*, 549 U.S. at
14 127). Thus, the relevant inquiry is whether the covenant not to sue relieves plaintiff of the
15 possibility of suit, such that no legal interests are implicated.

16 The law is not, as SSC suggests, that a covenant not to sue automatically moots a
17 plaintiff’s claims. Instead, a factual inquiry is required, and the Court should consider the
18 entirety of the circumstances in evaluating whether a controversy remains. *Revolution*
19 *Eyewear*, 556 F.3d at 1299. For example, in *Crossbow Tech., Inc. v. YH Tech.*, 531 F.
20 *Supp. 2d* 1117, 1121 (N.D. Cal. 2007), Judge Illston dismissed plaintiff’s declaratory
21 judgment case because “the covenant in this case is exhaustive of all potentially infringing
22 products that Crossbow may sue for.” In contrast, Judge Whyte determined that a silent
23 withdrawal, without a covenant not to sue, did not moot declaratory judgment claims.
24 *Radware, Ltd. v. A10 Networks, Inc.*, No 13-cv-02021 RMW, 2014 WL 2738538 (N.D.
25 Cal. June 11, 2014).

26 In *Microchip Tech. Inc. v. Chamberlain Group, Inc.*, 441 F.3d 936, 943 (Fed. Cir.
27 2006), the Federal Circuit advised, “A useful question to ask in determining whether an
28 actual controversy exists is what, if any, cause of action the declaratory judgment

1 defendant may have against the declaratory judgment plaintiff.” The Court continued,
2 quoting *Benitec Australia, Ltd. v. Nucleonics, Inc.*, 495 F.3d 1340, 1344 (Fed. Cir. 2007):

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4 “The concepts of ‘adverse legal rights’ and ‘legal risk,’ used in
5 [prior] cases to describe the standard for jurisdiction require
6 that there be an underlying legal cause of action that the
7 declaratory defendant could have brought or threatened to
8 bring, if not for the fact that the declaratory plaintiff has
preempted it. Without an underlying legal cause of action, any
adverse economic interest that the declaratory plaintiff may
have against the declaratory defendant is not a legally
cognizable interest sufficient to confer declaratory judgment
jurisdiction.”

9 Id.

10 Further, the Court has not found, and the parties have not cited, any case that
11 considers the effect of a defendant’s covenant not to sue on some infringement claims,
12 rather than entire causes of action. Here, the parties agree that SSC’s covenants do not
13 cover SSC’s entire infringement claims on either the ’554 or ’209 patents. The Court
14 disagrees with EDD’s argument that *Revolution Eyewear* and *Arris Group* hold that a
15 covenant not to sue for partial claims is ineffective. As noted above, *Revolution Eyewear*
16 reflects the Federal Circuit’s concern for a fact-intensive inquiry. 556 F.3d at 1299. *Arris*
17 *Group* is factually distinguishable because the defendant did not covenant not to sue. 639
18 F.3d at 1380.

19 In this case, SSC covenants not to sue on a list of infringement claims under both
20 patents, as well as certain of Enplas’ lenses. However, SSC still pursues its overall causes
21 of action that Enplas infringes SSC’s patents. Given the continued litigation, Enplas has
22 an immediate legal interest in protecting its right to continue producing its lenses without a
23 license. The parties remain adverse as to whether Enplas is infringing the ’554 and ’209
24 patents. Additionally, Enplas has a legal interest in resolving whether SSC’s patents are
25 valid. The Court finds that the above cases speak to causes of action, and not patent
26 claims. The test in *MedImmune* asks whether the dispute is real and concrete. The
27 Supreme Court has stated, “If . . . a party has actually been charged with infringement of
28 the patent, there is, necessarily, a case or controversy adequate to support jurisdiction” at

1 that time. *Cardinal Chem. Co. v. Morton Int'l, Inc.*, 508 U.S. 83, 96 (1993) (emphasis in
2 original); accord *Nucleonics*, 495 F.3d at 1344. Here, SSC maintains its counterclaims
3 that EDD has and continues to infringe the '554 and '209 patents. Thus, the Court finds
4 that the covenants not to sue do not moot EDD's claims for declaratory relief of
5 noninfringement and invalidity.

6 **E. Summary Judgment Motions**

7 Enplas moves for summary judgment on: (1) noninfringement as to ETS;
8 (2) noninfringement as to EUSA; and (3) certain SSC counterclaims against EDD. EDD
9 moves for summary judgment on the following SSC counterclaims against EDD:
10 (A) infringement allegations concerning claims 1-19, 21-22 of the '209 patent; (B) claims
11 4-5, 7-29, 32, 38-48 of the '554 patent; (C) all claims of direct infringement under 35
12 U.S.C. § 271(a); (D) all claims that EDD lens #9827 infringes patents in suit and lens
13 #4922 infringes the '554 patent; and (E) infringement under 35 U.S.C. § 271(c).

14 Summary judgment may be granted only when, drawing all inferences and
15 resolving all doubts in favor of the nonmoving party, there is no genuine dispute as to any
16 material fact. Fed. R. Civ. P. 56(a); *Tolan v. Cotton*, 134 S. Ct. 1861, 1863 (2014);
17 *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). The moving party bears the burden of
18 identifying those portions of the pleadings, discovery, and affidavits that demonstrate the
19 absence of a genuine issue of material fact. *Celotex*, 477 U.S. at 323. Once the moving
20 party meets its initial burden, the nonmoving party must go beyond the pleadings, and, by
21 its own affidavits or discovery, set forth specific facts showing that a genuine issue of fact
22 exists for trial. Fed. R. Civ. P. 56(c); *Barthelemy v. Air Lines Pilots Ass'n*, 897 F.2d 999,
23 1004 (9th Cir. 1990) (citing *Steckl v. Motorola, Inc.*, 703 F.2d 392, 393 (9th Cir. 1983)).
24 All justifiable inferences, however, must be drawn in the light most favorable to the
25 nonmoving party. *Tolan*, 134 S. Ct. at 1863 (citing *Liberty Lobby*, 477 U.S. at 255).

26 As discussed above, some of Enplas' motions are necessarily mooted by SSC's
27 covenants not to sue. The summary judgment motions as to ETS and EUSA are DENIED
28 AS MOOT.

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The parties briefed additional summary judgment and Daubert motions, which the Court will hear on December 9, 2015, at 2:00 p.m. in the San Jose Courthouse. The Court has attached a claim summary chart, summarizing the rulings made in this order. The parties should carefully review the chart and propose any corrections in writing by December 8, 2015, at noon. This chart will be used to prepare the final judgment in the case.

IT IS SO ORDERED.

Dated: December 3, 2015



NATHANAEL M. COUSINS
United States Magistrate Judge

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Enplas Display Device Corp., et al. v. Seoul Semiconductor Co., Ltd.
Case No. 13-cv-5038

The Asserted Patents and Claims Chart

PLAINTIFF: Enplas (U.S.A.), Inc. – PARTY DISMISSED 12/3/15
PATENT: '209 and '554 Patents

No.	Party Asserting Claim	Claim or Theory	Claim Asserted Against	Court Ruling
(1)	EUSA	DJ of non-infringement of all claims of the '209 and '554 Patents and defense of noninfringement as to all SSC infringement claims	SSC	Dismissed as moot without prejudice
(2)	EUSA	DJ of invalidity of all claims of the '209 and '554 Patents and defense of invalidity to SSC infringement claims	SSC	Dismissed as moot without prejudice
(3)	SSC	Infringement of all claims of the '209 and '554 Patents	EUSA	Dismissal with prejudice GRANTED

PLAINTIFF: Enplas Tech Solutions, Inc. – PARTY DISMISSED 12/3/15
PATENT: '209 and '554 Patents

No.	Party Asserting Claim	Claim or Theory	Claim Asserted Against	Court Ruling
(4)	ETS	DJ of noninfringement of all claims of the '209 and '554 Patents and defense of noninfringement as to all SSC infringement claims	SSC	Dismissed as moot without prejudice
(5)	ETS	DJ of invalidity of all claims of the '209 and '554 Patents and defense of invalidity to SSC infringement claims	SSC	Dismissed as moot without prejudice
(6)	SSC	Infringement of all claims of the '209 and '554 Patents	ETS	Dismissal with prejudice GRANTED

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PLAINTIFF: Enplas Display Device Corp.
PATENT: '209 Patent

No.	Party Asserting Claim	Claim or Theory	Claim Asserted Against	Court Ruling
(7)	EDD	DJ of non-infringement of '209 Patent and defense of noninfringement as to all SSC infringement claims	SSC	Not Moot, Claim Proceeds
(8)	EDD	DJ of invalidity of all claims of '209 patent and defense of invalidity as to all SSC infringement claims	SSC	Not Moot, Claim Proceeds
(8a)	EDD	Invalidity of claim 20 as anticipated under §102 by the '354 Patent ("Gleckman")	SSC	Contested in EDD MSJ (Dkt. No. 166)
(8b)	EDD	Invalidity of claim 20 as obvious under §103 over: (a) Gleckman alone or in combination with one or more of Osawa, or Takeichi; (b) Yoshida alone or in combination with one or more of Osawa, Takeichi, Gleckman, Suzuki, or Borchardt; (c) Takeichi alone or in combination with one or more of Yoshida, Gleckman, Suzuki, or Borchardt; and/or (d) Osawa alone or in combination with one or more of Gleckman, Yoshida, Suzuki, or Borchardt.	SSC	Moot if EDD MSJ (Dkt. No. 166) granted.
(8c)	EDD	Invalidity of claims 1, 5, 6, 15, 20 and 22 under §112.		Moot if EDD MSJ (Dkt. No. 166) granted.
(9)	EDD	Defense of unenforceability of the '209 Patent (inequitable conduct)	SSC	Contested in SSC MSJ (Dkt. No. 161)
(10)	SSC	Infringement under 35 U.S.C. § 271(a), (b), and (c) of all claims of the '209 Patent	EDD	Not Moot, Claim Proceeds
(10a)	SSC	Infringement under 35 U.S.C. § 271(a) and (c) of all asserted claims of the '209 Patent	EDD	EDD MSJ GRANTED (12/3/15)
(10b)	SSC	Infringement under 35 U.S.C. § 271(b) of claims 1-19 and 21-22 of the '209 Patent	EDD	EDD MSJ GRANTED (12/3/15)

No.	Party Asserting Claim	Claim or Theory	Claim Asserted Against	Court Ruling
(10c)	SSC	Infringement under 35 U.S.C. § 271(b) of claim 20 of the '209 Patent	EDD	No pending motion, claim proceeds
(10d)	SSC	Infringement of all claims of the '209 Patent by lenses #9827 of the '209 Patent	EDD	EDD MSJ GRANTED (12/3/15)

PLAINTIFF: Enplas Display Device Corp.
PATENT: '554 Patent

No.	Party Asserting Claim	Claim or Theory	Claim Asserted Against	Court Ruling
(11)	EDD	DJ of noninfringement of all claims of the '554 Patent and defense of noninfringement as to all SSC infringement claims	SSC	Not Moot, Claim Proceeds
(12)	EDD	DJ of invalidity of all claims of the '554 Patent and defense of invalidity as to all SSC infringement claims	SSC	Not Moot, Claim Proceeds
(12a)	EDD	Invalidity of 1-4, 6, 30-31, 33-39, 41-43, and 45-48 as anticipated under §102 by Johnson	SSC	Contested in EDD MSJ (Dkt. No. 166)
(12b)	EDD	Invalidity of 1-4, 6, 30-31, 33-39, 41-43, and 45-48 as anticipated under §102 by Stanley	SSC	Contested in EDD MSJ (Dkt. No. 166)
(12c)	EDD	Invalidity of claims 1-4, 6, 30-31, 33-39, 41-43, and 45-48 as anticipated under §102 by: (a) Koito; (b) Sharp; (c) Althaus; (d) JP '161; (e) Hayashi; and (f) Parkyn	SSC	Contested in EDD MSJ (Dkt. No. 166)
(12d)	EDD	Invalidity of claims 1-4, 6, 30-31, 33-39, 41-43, and 45-48 as obvious under §103 over: (a) Johnson alone or in combination with one or more of Hayashi, Koito, Stanley and Althaus; (b) Koito alone or in combination with one or more of Hayashi, Sharp, Stanley, Johnson, Althaus, Popovich and Parkyn; (c) Sharp alone or in combination with one or more of Koito, Hayashi, Johnson, Parkyn, Popovich and	SSC	Contested in EDD MSJ (Dkt. No. 166)

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No.	Party Asserting Claim	Claim or Theory	Claim Asserted Against	Court Ruling
		Rohm; (d) Althaus alone or in combination with one or more of Koito, Sharp, Stanley, Hayashi, Johnson, Parkyn, Popovich and Lyons; (e) JP '161 alone or in combination with one or more of Hayashi, Koito, Parkyn, Johnson and Rohm; (f) Stanley alone or in combination with one or more of Koito, Hayashi, Rohm, Johnson, Parkyn and Popovich; (g) Hayashi alone or in combination with one or more of Johnson, Parkyn and Popovich; and (h) Parkyn		
(12e)	EDD	Invalidity of claim 2 under §112, ¶4	SSC	Contested in EDD MSJ (Dkt. No. 164)
(12f)	EDD	Invalidity of claims 1-27, 30-48 under §112	SSC	Partial covenant not to sue
(13)	SSC	Infringement under 35 U.S.C. §271(a), (b), and (c) of all claims of the '554 Patent	EDD	Not Moot, Claim Proceeds
(13a)	SSC	Infringement under 35 U.S.C. § 271(a) and (c) of all claims of the '554 Patent	EDD	EDD MSJ GRANTED (12/3/15)
(13b)	SSC	Infringement of claims 4-5, 7-29, 32, and 38-48 of the '554 Patent	EDD	EDD MSJ GRANTED (12/3/15)
(13c)	SSC	Infringement under 35 U.S.C. § 271(b) of claims 1, 2, 6, 30-31, 33-37 of the '554 Patent	EDD	Contested in EDD MSJ (Dkt. No. 166)
(13d)	SSC	Infringement of all claims of the '554 Patent by lenses #9827 and #4922	EDD	EDD MSJ GRANTED (12/3/15)