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21 UNITED STATES DISTRICT COURT
22 NORTHERN DISTRICT OF CALIFORNIA
23 OAKLAND DIVISION

24 Everlight Electronics Co., Ltd.,

25 Plaintiff,

26 v.

27 Bridgelux, Inc.,

28 Defendant.

Case No. 4:17-cv-03363-JSW

**DEFENDANT AND
COUNTERCLAIMANT BRIDGELUX,
INC.'S OPENING CLAIM
CONSTRUCTION BRIEF**

Complaint Filed: June 10, 2017

Answer/Counterclaim Filed: July 6, 2017

Judge: Hon. Jeffrey S. White, Courtroom 5

Bridgelux, Inc.,

Counterclaimant,

v.

Everlight Electronics Co., Ltd., and
Everlight Americas, Inc.,

Counterdefendants.

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1 **I. INTRODUCTION**

2 Bridgelux, Inc. (“Bridgelux”) is an innovator and manufacturer of high performance, energy
3 efficient, cost effective and easy to integrate solid-state lighting solutions. Bridgelux has
4 successfully resolved some of the most difficult technical challenges to commercializing LED
5 lighting for consumer use. As a result, Bridgelux has been recognized as an innovator and has been
6 awarded numerous patents on its cutting-edge technology. Some of the most innovative inventions
7 by Bridgelux are covered in the four Bridgelux patents at issue in this case.

8 On June 10, 2017, Everlight Electronics Co., Ltd. (“Everlight”) commenced this patent
9 infringement suit against Bridgelux, asserting U.S. Patent Nos. 6,335,548 (“the ’548 Patent”) and
10 7,253,448 (“the ’448 Patent”) (collectively the “Everlight Patents”). However, the Everlight Patents
11 do not involve technology developed by Everlight itself; instead, it acquired rights to nine patents
12 in 2016 from a third party. (*See* Everlight Electronics Co.’s First Amended Complaint for Patent
13 Infringement, ECF No. 68, at ¶ 11, an excerpt of which is attached to the accompanying Declaration
14 of Jeff Leung (“Leung Decl.”) as Exhibit 1.)

15 In addition to responding to Everlight’s meritless attack, Bridgelux learned of Everlight’s
16 pervasive infringement of Bridgelux’s innovations and filed a counterclaim against Everlight and
17 its American subsidiary, Everlight Americas, Inc. (“Everlight Americas”), asserting U.S. Patent
18 Nos. 8,567,988 (“the ’988 Patent”), 6,869,812 (“the ’812 Patent”), 8,256,929 (“the ’929 Patent”),
19 and 8,092,051 (“the ’051 Patent”) (collectively the “Bridgelux Patents” and, together with the
20 Everlight Patents, the “Patents-in-Suit”).¹

21 At this stage of claim construction, the parties dispute the meaning of nine terms from the
22 Patents-in-Suit. Three of the nine terms are found in the Bridgelux Patents, which are addressed in
23 this opening brief.

24 Bridgelux’s proposed constructions are grounded in the intrinsic record of the Bridgelux
25 Patents and consistent with the scope of the claims. Bridgelux’s claim constructions adhere to
26 established case law. Bridgelux proposes the disputed claim terms from the Bridgelux Patents be

27 _____
28 ¹ The ’988, ’812, ’929, and ’051 Patents are attached to the Leung Decl. as Exhibits 2-5,
respectively.

1 given their full scope consistent with their ordinary meanings because the meanings of the claim
2 terms are readily apparent and require nothing more than application of commonly understood
3 words.

4 By contrast, Everlight's proposed constructions are unsupported by the intrinsic record and
5 inconsistent with the plain language of the claims. Everlight's constructions improperly seek to
6 import limitations into the claims. Everlight's constructions also create uncertainty, redundancy
7 and are inconsistent with the ordinary meanings of the claim terms. At bottom, Everlight attempts
8 to advance its non-infringement positions by offering strained, litigation-driven constructions.
9 Accordingly, and for the reasons set forth more fully below, Bridgelux respectfully submits that
10 the Court should adopt Bridgelux's proposed construction for each disputed term.

11 **II. TECHNOLOGY AND ASSERTED PATENTS**

12 Since 2002, Bridgelux has invested in research and development to address some of the
13 inherent deficiencies of LEDs that impact the wide spread adoption of LEDs as a replacement
14 technology for traditional lighting. The Bridgelux Patents were awarded to Bridgelux for its
15 innovative work in connection with LED lighting technology that overcomes the optical power and
16 efficiency limitations of conventional LEDs to provide increased illumination.

17 LED efficiency can be adversely affected by heat generated within the device itself. The
18 reason for lower efficiency caused by heat is due to temperature rises in the LED chip. Higher
19 operating temperatures not only degrade the light output efficiency, but also substantially reduce
20 the life of the LED. (*See* '812 Patent, Specification at Col. 2, ll. 6-15.) In addition, heat generated
21 within the device limits the amount of electrical power that can be used to drive an LED, and results
22 in a limitation on maximum output optical power from an LED because the amount of light that
23 can be generated is roughly proportional to the input electrical power. (*See id.* at Col. 1, l. 66-Col.
24 2, l. 5.)

25 Aside from efficiency loss from heat generation (or, conversely, the lack of thermal
26 dissipation), performance may be impacted by the amount of light that escapes. When light is
27 generated in an LED, some light escapes easily from the LED chip and some light does not,
28 depending on the angle at which the light impinges upon the interface between the LED and the

1 outside media. Light inside the LED may be reflected back to the LED when the angle of incidence
2 is greater than a critical angle. The reflected light then bounces inside the LED until it finds a way
3 out or is absorbed. The light intensity attenuates due to absorption in the bulk material. (*See id.* at
4 Col. 1, l. 60-Col. 3, l. 11.)

5 The Bridgelux Patents provide innovative solutions to these issues. In particular, the '812
6 Patent is directed to a LED chip that maintains a large active area with an elongated, or rectangular,
7 geometry. The large active area increases the illuminance and enhances the heat dissipation of the
8 device. The elongated geometry provides a shorter path for light trapped in the device to escape
9 through the elongated sides and, thereby, provides less loss of light through absorption in the
10 device, resulting in a device with increased brightness and efficiency with respect to conventional
11 LED devices.

12 Similarly, the '988, '929, and '051 Patents, which are from the same family of patents,²
13 were awarded to Bridgelux for its innovative technology that further increased light output from
14 the LED device. These patents are directed to multiple LED chips mounted onto a metal substrate
15 having a reflective surface. The reflective surface helps redirect light emitted from the LED chips
16 that might otherwise be absorbed by the substrate. In addition, the multiple LED chips mounted
17 directly to the reflective surface of the metal substrate provide improved thermal dissipation.

18 **III. APPLICABLE LAW**

19 **Proper Claim Construction Focuses On The Intrinsic Evidence: The Patent Claims 20 Themselves, The Patent Specification, And The Prosecution History.**

21 “It is a ‘bedrock principle’ of patent law that ‘the claims of a patent define the invention to
22 which the patentee is entitled the right to exclude.’” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312
23 (Fed. Cir. 2005) (*en banc*) (citations omitted). To that end, a court’s “claim construction analysis
24 must begin and remain centered on the claim language itself, for that is the language that the
25 patentee has chosen to particularly point out and distinctly claim the subject matter which the

26 ² The '988, '929, and '051 Patents all derived from the same application and share a common
27 specification. The '988 Patent issued from application No. 12/240,011. The '929 Patent is a
28 continuation of application No. 12/848,484, which issued as the '051 Patent. The '051 Patent is a
division of application No. 12/240,011, which issued as the '988 Patent.

1 patentee regards as his invention.” *Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc.*,
2 381 F.3d 1111, 1116 (Fed. Cir. 2004) (internal quotations and citations omitted).

3 Courts cannot rewrite claims, but must “give effect to the terms chosen by the patentee.”
4 *K-2 Corp. v. Solomon S.A.*, 191 F.3d 1356, 1364 (Fed. Cir. 1999) (citation omitted).

5 Claim terms “are generally given their ordinary and customary meaning,” which is “the
6 meaning that the term would have to a person of ordinary skill in the art in question at the time of
7 the invention.” *Phillips*, 415 F.3d at 1312-13 (citations omitted). A person of ordinary skill in the
8 art (“POSITA”) “is deemed to read the claim term not only in the context of the particular claim in
9 which the disputed term appears, but in the context of the entire patent, including the specification.”
10 *Phillips*, 415 F.3d at 1313. To determine this meaning, “the court starts the decision making process
11 by reviewing the same resources as would that person, viz., the patent specification and prosecution
12 history.” *See id.* Typically, “the claims themselves provide substantial guidance as to the meaning
13 of particular claim terms.” *Id.* at 1314.

14 After reviewing the patent claim itself, if the term remains unclear, a court may look to the
15 patent specification, which “is the single best guide to the meaning of a disputed claim term,” and
16 “[u]sually, it is dispositive.” *Teleflex Inc. v. Ficosa N. Am. Corp.*, 299 F.3d 1313, 1325 (Fed. Cir.
17 2002). However, “one of the cardinal sins of patent law [is] reading a limitation from the written
18 description into the claims.” *Phillips*, 415 F.3d at 1320 (citation omitted).

19 A court may also consider the patent’s prosecution history if it is in evidence. *See Phillips*,
20 415 F.3d at 1317 (citation omitted). “Yet because the prosecution history represents an ongoing
21 negotiation between the PTO and the applicant, rather than the final product of that negotiation, it
22 often lacks the clarity of the specification and thus is less useful for claim construction purposes.”
23 *Id.* Any disavowal of claim scope during prosecution must be clear and unmistakable. *See 3M*
24 *Innovative Props. Co. v. Tredegar Corp.*, 725 F.3d 1315 (Fed. Cir. 2013).

25 If the analysis of the intrinsic evidence fails to resolve any ambiguity in the claim language,
26 a court then may turn to extrinsic evidence, such as expert declarations and testimony from the
27 inventors. *Intel Corp. v. VIA Techs., Inc.*, 319 F.3d 1357, 1367 (Fed. Cir. 2003) (“When an analysis
28 of intrinsic evidence resolves any ambiguity in a disputed claim term, it is improper to rely on

1 understood to mean “allowing light to pass through.” *See Bridgelux, Inc. v. Cree, Inc.*, Case No.
2 9:06-cv-00240-KFG, ECF No. 176 at 13 (E.D. Tx. June 3, 2008), an excerpt of which is attached
3 to the Leung Decl. as Exhibit 7. However, by adding “almost undisturbed, such that one can see
4 through it clearly,” the court imported the limitation “substantially” into its construction of
5 “transparent” and, therefore, Everlight’s proposed construction is of the term “substantially
6 transparent” rather than “transparent.”

8 Bridgelux respectfully requests that the Court reject Everlight’s limiting proposed
9 construction and give this term its plain and ordinary meaning. To the extent the Court is inclined
10 adopt the interpretation promulgated by the District Court in Eastern District of Texas in the Cree
11 litigation, the Court should find that “allowing light to pass through almost undisturbed, such that
12 one can see through it clearly” is the construction for “substantially transparent.”

14 3. **“mounted directly to the reflective surface” / “mounting . . . directly to
15 the reflective surface”**

Claim term (Patent No.)	Bridgelux, Inc.’s Proposed Claim Construction
16 “mounted directly to the reflective surface” 17 / “mounting . . . directly to the reflective 18 surface” (’929 and ’051 Patents/Claims 1, 3, and 5 of the ’929 Patent and Claims 1 and 5 of the ’051 Patent)	“mounted/mounting directly to the reflective surface by adhesive or other means with no intervening elements present”

19 Bridgelux proposes that this term be given its full scope consistent with the plain and
20 ordinary meaning of the term in view of the patent and its prosecution history.

22 The “‘ordinary meaning’ of a claim term is its meaning to the ordinary artisan after reading
23 the entire patent.” *Phillips*, 415 F.3d at 1321. A patentee deviates from the plain and ordinary
24 meaning only when there is a “clear disavowal” of claim scope. *Teleflex*, 299 F.3d at 1327. The
25 specification uses this term consistent with its plain and ordinary meaning: “when an element is
26 referred to as being ‘directly on’ another element, there are no intervening elements present.” (*See*,
27
28

1 e.g., '929 Patent, Specification at Col. 3, ll. 35-37.) The prosecution history further confirms this
2 plain and ordinary meaning.

3 Everlight proposes that the term “mounted directly to the reflective surface” / “mounting
4 . . . directly to the reflective surface” should be construed as “mounted to the reflective surface with
5 no intervening elements present.” (Joint Statement, ECF No. 113, at 3.) While Everlight’s proposed
6 construction is consistent with the plain and ordinary meaning of the term, Everlight implicitly
7 argues, as contended in its invalidity contentions, that an adhesive is an “intervening element.” (*See*
8 Everlight Electronics’ And Everlight Americas’ Patent L.R. 3-3 And 3-4 Disclosure Of Invalidity
9 Contentions And Disclosure Of Document Production Accompanying Invalidity Contentions at 49-
10 50, an excerpt of which is attached to the Leung Decl. as Exhibit 8.)

11
12 However, this argument is contrary to the specification and prosecution history. The
13 specification explains that an “element” is a region, layer, section, or substrate of a LED apparatus.
14 (*See, e.g., id.* at Col. 3, ll. 19-24, ll. 32-35.) A “region, layer, section or substrate” of an LED
15 apparatus, however, does not include the “adhesive” that holds the “regions, layers, sections, and
16 substrates” together. This distinction is explicit in the specification:

17
18 Since there are no electrical connections in contact with the mounting surface 112
19 of the LED chip 100, it can be mounted **directly** to a metal substrate without the
20 need for an insulating dielectric. [Col. 4:44-47] (emphasis added). By mounting
21 the LED chip 100 **directly** on a metal substrate, an efficient thermal path is
22 created (as indicated by the arrow 116) to allow heat to pass from the LED chip
23 100 to the metal substrate.

24 (*See, e.g., id.* at Col. 4, ll. 50-59 (emphasis added).) The specification further states that
25 “any suitable adhesive may be used to mount the LED chip 100 to the substrate.” (*See, e.g., id.* at
26 Col. 4, ll. 46-47.) The specification teaches that an LED chip having electrical contacts on the top
27 surface may be “directly mounted” to the substrate using an adhesive, thereby eliminating the need
28 for any intervening elements, such as a dielectric that would attenuate heat dissipation for the LED
device. Accordingly, when the term is given its plain and ordinary meaning in view of the

1 specification and prosecution history, it means “mounted / mounting directly to the reflective
2 surface by adhesive or other means with no intervening elements present.”

3 A construction which reads the preferred embodiment out of the scope of the claims would
4 be at odds with the intention of the patentee as expressed in the specification. *See Funai Elec. Co.*
5 *v. Daewoo Elecs. Corp.*, 616 F.3d 1357, 1371 (Fed.Cir.2010) (refusing to read out preferred
6 embodiment when patent-at-issue included only two embodiments). If the Court were to adopt
7 Everlight’s argument, the claim would no longer read on a preferred embodiment, violating this
8 principle of claim construction.
9

10 The term “mounted directly to the reflective surface” / “mounting . . . directly to the
11 reflective surface” should be construed as “mounted / mounting directly to the reflective surface by
12 adhesive or other means with no intervening elements present.”
13

14 Dated: August 3, 2018

ARENT FOX LLP

15
16 By: /s/ Craig A. Gelfound

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