Exhibit A-138

Claim Chart for Note 10+

APPLE 1017

The **Note 10+** ("Accused Device") infringes all 18 claims of U.S. Patent No. 7,749,641 as addressed in further detail below:[1]

Claim Element	Identification of Element in Accused Device
1. A method for improving the capacity, average operating voltage and specific energy of a secondary lithium ion cell or battery, characterized in that	To the extent the preamble is limiting, each element recited in the preamble is practiced in the infringing method. The Accused Device is designed and operates in such manner that Samsung Electronics Co. Ltd. and Samsung Electronics America, Inc. ("Defendants" or "Samsung"), and Defendants' customers and/or other product end users of the Accused Device directly infringe this claim when they use the Accused Device as it is designed to operate and/or follow the instructions described in various materials with which Samsung induces its users to use the Accused Device. For example, by using the Accused Device—which includes a secondary (i.e., rechargeable) lithium ion cell or battery, as shown below—in the manner induced by Samsung, Samsung and Samsung's customers and/or other end users of the Accused Device practice a method by which they improve the capacity, operating voltages, and specific energy of the lithium ion battery of the Accused Device.

[1] Plaintiff's contentions are based on publicly available information concerning Defendants' Accused Devices. Discovery has not begun as of the date that these contentions were served on Defendants. Therefore, as Plaintiff expects evidence to come to light in fact and expert discovery, Plaintiff reserves the right to amend its infringement contentions to reflect such evidence and expert opinions obtained and/or developed through fact and expert discovery, as provided for by the Court's scheduling order.

Claim Element	Identification of Element in Accused Device
	 https://www.ebay.com/itm/402658592659
the charge cut-off voltage of the secondary lithium ion cell or battery is greater than 4.2V but less than 5.8 V	The Accused Device is designed and operates in such manner that Defendants, Defendants' customers, and/or other end users of the Accused Device, practice a method in which the charge cut-off voltage of the secondary lithium ion battery of the Accused Device is greater than 4.2V but less than 5.8V when they use the product as it is designed to operate and/or follow the instructions described in various materials with which Samsung induces its users to use the aforementioned product. Upon information and belief, the charging of the secondary lithium ion cell or battery of the Accused Device is regulated by a combination of (a) circuitry within the device (including one or more of the battery management system, circuitry external to the battery, and/or circuitry within housing of the battery component of the Accused Device) (which is connected to a power supply), in combination with (b) software (including one or more of the operating system, battery management software and relevant firmware, some of which may be implemented in hardware), such that the charge cut-off voltage recited in the claim is within the claimed range.

Claim Element	Identification of Element in Accused Device
	For example, the batteries in the Accused Device are used in such manner as to have a charging voltage of 4.4V. https://www.ebay.com/itm/402658592659
and a ratio of positive electrode material to negative electrode material of the secondary lithium ion cell or battery is from 1:1.0 to 1:2.5 as calculated by a specific capacity with	The Accused Device is designed and operates in such manner that Samsung, Samsung's customers, and/or other end users of the Accused Device, use a battery in which the ratio of positive electrode material to negative electrode material in the secondary lithium ion battery included in the Accused Device is from 1:1.0 to 1:2.5, as calculated by a specific capacity with a charge voltage limited to 4.2V. In other words, the secondary lithium ion cell or battery in the Accused Device includes positive and negative electrodes for which the ratio of positive electrode material to negative electrode material is from 1:1.0 to 1:2.5, as calculated by a specific capacity with a charge voltage limited to 4.2V. Plaintiff expects that materials produced by Samsung and/or otherwise obtained through discovery will establish that the ratio of positive electrode material to negative electrode material is from 1:1.0 to 1:2.5, as calculated by a specific

Claim Element	Identification of Element in Accused Device
a charge voltage limited to 4.2 V	capacity with a charge voltage limited to 4.2V.
2. A method according to claim 1, characterized in that the charge cut-off voltage of the secondary lithium ion cell or battery is within a range from 4.3 V to 5.2 V.	The Accused Device is designed and operates in such manner that Defendants, Defendants' customers, and/or other product end users infringe claim 1, as set forth above, and also claim 2, as the charge cut-off voltage of the secondary lithium ion cell or battery is within a range from 4.3V to 5.2V. Upon information and belief, the charging of the secondary lithium ion cell or battery of the Accused Device is regulated by a combination of (a) circuitry within the device (including one or more of the battery management system, circuitry external to the battery, and/or circuitry within housing of the battery component of the Accused Device) (which is connected to a power supply), in combination with (b) software (including one or more of the operating system, battery management software and relevant firmware, some of which may be implemented in hardware), such that the charge cut-off voltage recited in the claim is within the claimed range. For example, the batteries in the Accused Device are used in such manner as to have a charging voltage of 4.4V. 	

Claim Element	Identification of Element in Accused Device
	https://www.ebay.com/itm/402658592659
3. A method according to claim 1, characterized in that the charge cut-off voltage of the secondary lithium ion cell or battery is within a range from 4.3 V to 4.8 V.	The Accused Device is designed and operates in such manner that Defendants, Defendants' customers, and/or other product end users infringe claim 1, as set forth above, and also claim 3, as the charge cut-off voltage of the secondary lithium ion cell or battery is within a range from 4.3V to 4.8V. Upon information and belief, the charging of the secondary lithium ion cell or battery of the Accused Device is regulated by a combination of (a) circuitry within the device (including one or more of the battery management system, circuitry external to the battery, and/or circuitry within housing of the battery component of the Accused Device) (which is connected to a power supply), in combination with (b) software (including one or more of the operating system, battery management software and relevant firmware, some of which may be implemented in hardware), such that the charge cut-off voltage recited in the claim is within the claimed range. For example, the batteries in the Accused Device are used in such manner as to have a charging voltage of 4.4V.

Claim Element	Identification of Element in Accused Device
	  https://www.ebay.com/itm/402658592659
4. A method according to claim 1, characterized in that the ratio of positive electrode material to negative electrode material of the secondary lithium ion cell or battery is from 1:1.15 to 1:2.5.	The Accused Device is designed and operates in such manner that Defendants, Defendants' customers, and/or other product end users infringe claim 1, as set forth above, and also claim 4, as the ratio of positive electrode material to negative electrode material in the secondary lithium ion cell or battery used by the Accused Device is from 1:1.15 to 1:2.5, as calculated by a specific capacity with a charge voltage limited to 4.2V. In other words, the secondary lithium ion cell or battery in the Accused Device includes positive and negative electrodes for which the ratio of positive electrode material to negative electrode material is from 1:1.15 to 1:2.5, as calculated by a specific capacity with a charge voltage limited to 4.2V. Plaintiff expects that materials produced by Samsung and/or otherwise obtained through discovery will establish that the ratio of positive electrode material to negative electrode material is between 1:1.15 and 1:2.5.

Claim Element	Identification of Element in Accused Device
5. A secondary lithium ion cell or battery, characterized in that	To the extent the preamble is limiting, each element recited in the preamble is present in the Accused Device. Samsung, by making, using, selling, importing into the United States, and/or offering for sale the Accused Device, infringes claim 5 of the Asserted Patent. The Accused Device includes a secondary lithium ion cell or battery. https://www.ebay.com/itm/402658592659
the secondary lithium ion cell or battery has a charge cut-off voltage of greater than 4.2V but less than 5.8 V	The secondary lithium ion cell or battery in the Accused Device, further, has a charge cut-off voltage that is greater than 4.2V but less than 5.8V. Upon information and belief, the charging of the secondary lithium ion cell or battery of the Accused Device is regulated by a combination of (a) circuitry within the device (including one or more of the battery management system, circuitry external to the battery, and/or circuitry within housing of the battery component of the Accused Device) (which is

Claim Element	Identification of Element in Accused Device
	connected to a power supply), in combination with (b) software (including one or more of the operating system, battery management software and relevant firmware, some of which may be implemented in hardware), such that the charge cut-off voltage recited in the claim is within the claimed range. For example, the batteries in the Accused Device are used in such manner as to have a charging voltage of 4.4V. https://www.ebay.com/itm/402658592659
and a ratio of positive electrode material to negative electrode material of the secondary lithium ion cell or battery is from	The secondary lithium ion cell or battery in the Accused Device has a ratio of positive electrode material to negative electrode material from 1:1.0 to 1:2.5, as calculated by a theoretic capacity with a charge voltage cut-off set at 4.2V. In other words, the secondary lithium ion cell or battery in the Accused Device includes positive and negative electrodes for which the ratio of positive electrode material to negative electrode material is from 1:1.0 to 1:2.5, as calculated by a theoretic capacity with a charge cut-off voltage set at 4.2V.

Claim Element	Identification of Element in Accused Device
1:1.0 to 1:2.5, as calculated by a theoretic capacity with a charge cut-off voltage set at 4.2 V	Plaintiff expects that materials produced by Samsung and/or otherwise obtained through discovery will establish that the ratio of positive electrode material to negative electrode material is from 1:1.0 to 1:2.5, as calculated by a theoretic capacity with a charge cut-off voltage set at 4.2V.
6. A secondary lithium ion cell or battery according to claim 5, characterized in that the secondary lithium ion cell or battery has a charge cut-off voltage within a range from 4.3 V to 5.2 V.	Samsung, by making, using, selling, importing into the United States, and/or offering for sale the Accused Device, infringes claim 6 of the Asserted Patent because the Accused Device satisfies every limitation in claim 5, as set forth above, and further, claim 6, as the secondary lithium ion cell or battery has a charge cut-off voltage within a range from 4.3V to 5.2V. Upon information and belief, the charging of the secondary lithium ion cell or battery of the Accused Device is regulated by a combination of (a) circuitry within the device (including one or more of the battery management system, circuitry external to the battery, and/or circuitry within housing of the battery component of the Accused Device) (which is connected to a power supply), in combination with (b) software (including one or more of the operating system, battery management software and relevant firmware, some of which may be implemented in hardware), such that the charge cut-off voltage recited in the claim is within the claimed range. For example, as shown in the image below, the batteries in the Accused Device are used in such manner as to have a charging voltage of 4.4V.

Claim Element	Identification of Element in Accused Device
	 https://www.ebay.com/itm/402658592659
7. A secondary lithium ion cell or battery according to claim 5, characterized in that the secondary lithium ion cell or battery has a charge cut-off voltage within a range from 4.3V to 4.8 V.	Samsung, by making, using, selling, importing into the United States, and/or offering for sale the Accused Device, infringes claim 7 of the Asserted Patent because the Accused Device satisfies every limitation in claim 5, as set forth above, and further, claim 7, as the secondary lithium ion cell or battery has a charge cut-off voltage within a range from 4.3V to 4.8V. Upon information and belief, the charging of the secondary lithium ion cell or battery of the Accused Device is regulated by a combination of (a) circuitry within the device (including one or more of the battery management system, circuitry external to the battery, and/or circuitry within housing of the battery component of the Accused Device) (which is connected to a power supply), in combination with (b) software (including one or more of the operating system, battery management software and relevant firmware, some of which may be implemented in hardware), such that the charge cut-off voltage recited in the claim is within the claimed range.

Claim Element	Identification of Element in Accused Device
	For example, as shown in the image below, the batteries in the Accused Device are used in such manner as to have a charging voltage of 4.4V. https://www.ebay.com/itm/402658592659
8. A secondary lithium ion cell or battery according to claim 5, characterized in that the ratio of positive electrode material to negative electrode material of the secondary lithium ion	Samsung, by making, using, selling, importing into the United States, and/or offering for sale the Accused Device, infringes claim 8 of the Asserted Patent because the Accused Device satisfies every limitation in claim 5, as set forth above, and further, claim 8, as the ratio of positive electrode material to negative electrode material in the secondary lithium ion cell or battery as implemented and used by the Accused Device is from 1:1.15 to 1:2.5, as calculated by a theoretic capacity with a charge cut-off voltage set at 4.2V, thereby infringing this claim as well. In other words, the secondary lithium ion cell or battery in the Accused Device includes positive and negative electrodes for which the ratio of positive electrode material to negative electrode material is from 1:1.15 to 1:2.5, as calculated by a theoretic capacity with a charge cut-off voltage set at 4.2V.

Claim Element	Identification of Element in Accused Device
cell or battery is from 1:1.15 to 1:2.5.	Plaintiff expects that materials produced by Samsung and/or otherwise obtained through discovery will establish that the ratio of positive electrode material to negative electrode material is from 1:1.15 to 1:2.5.
9. A secondary lithium ion cell or battery according to claim 5, characterized in that	Samsung, by making, using, selling, importing into the United States, and/or offering for sale the Accused Device, infringes claim 9 of the Asserted Patent because the Accused Device satisfies every limitation in claim 5, as set forth above, and the Accused Device also satisfies the additional limitations in claim 9, as set forth below.
the secondary lithium ion cell or battery has a first overcharging protection voltage of greater than 4.35V	The Accused Device includes a secondary lithium ion cell or battery that has a first overcharging protection voltage of greater than 4.35V. Upon information and belief, the Accused Device features overcharging protection implemented in a combination of (a) circuitry within the device (including one or more of the battery management system, circuitry external to the battery, and/or circuitry within housing of the battery component of the Accused Device) (which is connected to a power supply), in combination with (b) software (including one or more of the operating system, battery management software and relevant firmware, one or more of which may be implemented in hardware), such that the overcharging protection voltage is greater than 4.35V. The battery used in the Accused Device operates with a charging voltage of 4.4V during normal operation. This is more than the overcharging protection voltage of this claim.

Claim Element	Identification of Element in Accused Device
	  https://www.ebay.com/itm/402658592659 Therefore, upon information and belief, the battery used in the Accused Device has an overcharge protection voltage of more than 4.35V.
and an overcharging protection release voltage of greater than 4.15 V	The Accused Device includes a battery that has an overcharging protection release voltage of greater than 4.15V. Upon information and belief, the Accused Device features overcharging protection implemented in a combination of (a) circuitry within the device (including one or more of the battery management system, circuitry external to the battery, and/or circuitry within housing of the battery component of the Accused Device) (which is connected to a power supply), in combination with (b) software (including one or more of the operating system, battery management software and relevant firmware, one or more of which may be implemented in hardware), such that the overcharging protection release voltage is greater than 4.15V.

Claim Element	Identification of Element in Accused Device
	The battery used in the Accused Device operates with a charging voltage of 4.4V, during normal operation. This is more than the overcharge protection voltage and far more than the overcharge release voltage of this claim. https://www.ebay.com/itm/402658592659 Therefore, upon information and belief, the battery used in the Accused Device has an overcharge protection release voltage of more than 4.15V.
10. A secondary lithium ion cell or battery according to claim 9, characterized in that	Samsung, by making, using, selling, importing into the United States, and/or offering for sale the Accused Device, infringes claim 10 of the Asserted Patent because the Accused Device satisfies every limitation in claims 5 and 9, as set forth above, and the Accused Device also satisfies the additional limitations in claim 10, as set forth below.
the secondary lithium ion cell or battery has	The Accused Device includes a secondary lithium ion cell or battery that has a first overcharging protection voltage of greater than 4.45V.

Claim Element	Identification of Element in Accused Device
a first overcharging protection voltage of greater than 4.45 V	Upon information and belief, the Accused Device features overcharging protection implemented in a combination of (a) circuitry within the device (including one or more of the battery management system, circuitry external to the battery, and/or circuitry within housing of the battery component of the Accused Device) (which is connected to a power supply), in combination with (b) software (including one or more of the operating system, battery management software and relevant firmware, one or more of which may be implemented in hardware), such that the overcharging protection voltage is greater than 4.45V. The battery used in the Accused Device operates with a charging voltage of 4.4V, during normal operation. This is approximately the overcharging protection voltage of this claim. https://www.ebay.com/itm/402658592659 Therefore, upon information and belief, the battery used in the Accused Device has an overcharge protection voltage of

Claim Element	Identification of Element in Accused Device
	more than 4.45V.
and an overcharge protection release voltage of greater than 4.25 V	The Accused Device includes a secondary lithium ion cell or battery that has a first overcharging protection release voltage of greater than 4.25V. Upon information and belief, the Accused Device features overcharging protection implemented in a combination of (a) circuitry within the device (including one or more of the battery management system, circuitry external to the battery, and/or circuitry within housing of the battery component of the Accused Device) (which is connected to a power supply), in combination with (b) software (including one or more of the operating system, battery management software and relevant firmware, one or more of which may be implemented in hardware), such that the overcharging protection release voltage is greater than 4.25V. The battery used in the Accused Device operates with a charging voltage of 4.4V, during normal operation. This is far more than the overcharge release voltage of this claim.

Claim Element	Identification of Element in Accused Device
	https://www.ebay.com/itm/402658592659 Therefore, upon information and belief, the battery used in the Accused Device has an overcharge protection release voltage of more than 4.25V.
11. A secondary lithium ion cell or battery according to claim 5, wherein the secondary lithium ion cell or battery maintains at least 7500 of capacity after 400 cycles.	Samsung, by making, using, selling, importing into the United States, and/or offering for sale the Accused Device, infringes claim 11 of the Asserted Patent because the Accused Device satisfies every limitation in claim 5, as set forth above, and further, claim 11, as the secondary lithium ion cell or battery in the Accused Device maintains at least 75% of capacity after 400 cycles. For example, as can be seen from Samsung's warranty, excerpted below, the battery used in the Accused Device is warranted to maintain at least 80% capacity for at least one year. (l) Product purchased or intended for use and sale outside the United States. This Standard Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or if the battery leaks. For batteries that fall below 80% of rated capacity or that leak, this Standard Limited Warranty does not cover any battery if the diminished battery capacity or leak is caused by: https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty "SAMSUNG ELECTRONICS AMERICA, INC." warrants to the original consumer purchaser that the product identified in the chart below ("Product") is free from defects in material and workmanship under normal use and service for the warranty period. This limited warranty does not extend to dealers, resellers, or retailers or to used products (other than Samsung certified pre-owned or renewed devices that carry Samsung's Standard Limited Warranty) that are resold to a consumer by a dealer, reseller, or retailer. The warranty period commences upon the date of purchase by the original consumer purchaser or, in the case of a device, upon the date of initial set-up and activation (whichever occurs first) and continuing for the following specified period of time after that date: Device — 1 Year Batter(ies)*, including Internal Batteries — 1 Year Other Accessories* — 1 Year *If Applicable

Claim Element	Identification of Element in Accused Device
	https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty-for-repair-parts
12. A secondary lithium ion cell or battery according to claim 5, wherein the secondary lithium ion cell or battery maintains at least 75.83% of capacity after 400 cycles.	Samsung, by making, using, selling, importing into the United States, and/or offering for sale the Accused Device, infringes claim 12 of the Asserted Patent because the Accused Device satisfies every limitation in claim 5, as set forth above, and further, claim 12, as the secondary lithium ion cell or battery in the Accused Device maintains at least 75.83% of capacity after 400 cycles. For example, as can be seen from Samsung's warranty, excerpted below, the battery used in the Accused Device is warranted to maintain at least 80% capacity for at least one year. (l) Product purchased or intended for use and sale outside the United States. This Standard Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or if the battery leaks. For batteries that fall below 80% of rated capacity or that leak, this Standard Limited Warranty does not cover any battery if the diminished battery capacity or leak is caused by: https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty "SAMSUNG ELECTRONICS AMERICA, INC." warrants to the original consumer purchaser that the product identified in the chart below ("Product") is free from defects in material and workmanship under normal use and service for the warranty period. This limited warranty does not extend to dealers, resellers, or retailers or to used products (other than Samsung certified pre-owned or renewed devices that carry Samsung's Standard Limited Warranty) that are resold to a consumer by a dealer, reseller, or retailer. The warranty period commences upon the date of purchase by the original consumer purchaser or, in the case of a device, upon the date of initial set-up and activation (whichever occurs first) and continuing for the following specified period of time after that date: Device — 1 Year Batter(ies)*, including Internal Batteries — 1 Year Other Accessories* — 1 Year *If Applicable https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty-for-repair-parts
13. A secondary	Samsung, by making, using, selling, importing into the United States, and/or offering for sale the Accused Device,

Claim Element	Identification of Element in Accused Device
lithium ion cell or battery according to claim 5, wherein the secondary lithium ion cell or battery maintains at least 80% of capacity after 400 cycles.	infringes claim 13 of the Asserted Patent because the Accused Device satisfies every limitation in claim 5, as set forth above, and further, claim 13, as the secondary lithium ion cell or battery in the Accused Device maintains at least 80% of capacity after 400 cycles. For example, as can be seen from Samsung's warranty, excerpted below, the battery used in the Accused Device is warranted to maintain at least 80% capacity for at least one year. (l) Product purchased or intended for use and sale outside the United States. This Standard Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or if the battery leaks. For batteries that fall below 80% of rated capacity or that leak, this Standard Limited Warranty does not cover any battery if the diminished battery capacity or leak is caused by: https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty "SAMSUNG ELECTRONICS AMERICA, INC." warrants to the original consumer purchaser that the product identified in the chart below ("Product") is free from defects in material and workmanship under normal use and service for the warranty period. This limited warranty does not extend to dealers, resellers, or retailers or to used products (other than Samsung certified pre-owned or renewed devices that carry Samsung's Standard Limited Warranty) that are resold to a consumer by a dealer, reseller, or retailer. The warranty period commences upon the date of purchase by the original consumer purchaser or, in the case of a device, upon the date of initial set-up and activation (whichever occurs first) and continuing for the following specified period of time after that date: Device — 1 Year Batter(ies)*, including Internal Batteries — 1 Year Other Accessories* — 1 Year *If Applicable https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty-for-repair-parts
14. A secondary lithium ion cell or battery according to claim 5, wherein the secondary lithium ion	Samsung, by making, using, selling, importing into the United States, and/or offering for sale the Accused Device, infringes claim 14 of the Asserted Patent because the Accused Device satisfies every limitation in claim 5, as set forth above, and further, claim 14, as the secondary lithium ion cell or battery in the Accused Device maintains at least 80.72% of capacity after 400 cycles.

Claim Element	Identification of Element in Accused Device
cell or battery maintains at least 80.72% of capacity after 400 cycles.	For example, as can be seen from Samsung's warranty, excerpted below, the battery used in the Accused Device is warranted to maintain at least 80% capacity for at least one year. (l) Product purchased or intended for use and sale outside the United States. This Standard Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or if the battery leaks. For batteries that fall below 80% of rated capacity or that leak, this Standard Limited Warranty does not cover any battery if the diminished battery capacity or leak is caused by: https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty "SAMSUNG ELECTRONICS AMERICA, INC." warrants to the original consumer purchaser that the product identified in the chart below ("Product") is free from defects in material and workmanship under normal use and service for the warranty period. This limited warranty does not extend to dealers, resellers, or retailers or to used products (other than Samsung certified pre-owned or renewed devices that carry Samsung's Standard Limited Warranty) that are resold to a consumer by a dealer, reseller, or retailer. The warranty period commences upon the date of purchase by the original consumer purchaser or, in the case of a device, upon the date of initial set-up and activation (whichever occurs first) and continuing for the following specified period of time after that date: Device — 1 Year Batter(ies)*, including Internal Batteries — 1 Year Other Accessories* — 1 Year *If Applicable https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty-for-repair-parts
15. A method according to claim 1, wherein the secondary lithium ion cell or battery maintains at least 75% of capacity after 400 cycles.	The Accused Device is designed and operates in such manner that Defendants, Defendants' customers, and/or other product end users infringe claim 1, as set forth above, and also claim 15, as the secondary lithium ion cell or battery in the Accused Device maintains at least 75% of capacity after 400 cycles, thereby infringing this claim. For example, as can be seen from Samsung's warranty, excerpted below, the battery used in the Accused Device is warranted to maintain at least 80% capacity for at least one year.

Claim Element	Identification of Element in Accused Device
	(l) Product purchased or intended for use and sale outside the United States. This Standard Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or if the battery leaks. For batteries that fall below 80% of rated capacity or that leak, this Standard Limited Warranty does not cover any battery if the diminished battery capacity or leak is caused by: https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty "SAMSUNG ELECTRONICS AMERICA, INC." warrants to the original consumer purchaser that the product identified in the chart below ("Product") is free from defects in material and workmanship under normal use and service for the warranty period. This limited warranty does not extend to dealers, resellers, or retailers or to used products (other than Samsung certified pre-owned or renewed devices that carry Samsung's Standard Limited Warranty) that are resold to a consumer by a dealer, reseller, or retailer. The warranty period commences upon the date of purchase by the original consumer purchaser or, in the case of a device, upon the date of initial set-up and activation (whichever occurs first) and continuing for the following specified period of time after that date: Device — 1 Year Batter(ies)*, including Internal Batteries — 1 Year Other Accessories* — 1 Year *If Applicable https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty-for-repair-parts
16. A method according to claim 1, wherein the secondary lithium ion cell or battery maintains at least 75.83% of capacity after 400 cycles.	The Accused Device is designed and operates in such manner that Defendants, Defendants' customers, and/or other product end users infringe claim 1, as set forth above, and also claim 16, as the secondary lithium ion cell or battery in the Accused Device maintains at least 75.83% of capacity after 400 cycles, thereby infringing this claim. For example, as can be seen from Samsung's warranty, excerpted below, the battery used in the Accused Device is warranted to maintain at least 80% capacity for at least one year. (l) Product purchased or intended for use and sale outside the United States. This Standard Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or if the battery leaks. For batteries that fall below 80% of rated capacity or that leak, this Standard Limited Warranty does not cover any battery if the diminished battery capacity or leak is caused by: https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty

Claim Element	Identification of Element in Accused Device
	"SAMSUNG ELECTRONICS AMERICA, INC." warrants to the original consumer purchaser that the product identified in the chart below ("Product") is free from defects in material and workmanship under normal use and service for the warranty period. This limited warranty does not extend to dealers, resellers, or retailers or to used products (other than Samsung certified pre-owned or renewed devices that carry Samsung's Standard Limited Warranty) that are resold to a consumer by a dealer, reseller, or retailer. The warranty period commences upon the date of purchase by the original consumer purchaser or, in the case of a device, upon the date of initial set-up and activation (whichever occurs first) and continuing for the following specified period of time after that date: Device — 1 Year Batter(ies)*, including Internal Batteries — 1 Year Other Accessories* — 1 Year *If Applicable https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty-for-repair-parts
17. A method according to claim 1, wherein the secondary lithium ion cell or battery maintains at least 80% of capacity after 400 cycles.	The Accused Device is designed and operates in such manner that Defendants, Defendants' customers, and/or other product end users infringe claim 1, as set forth above, and also claim 17, as the secondary lithium ion cell or battery in the Accused Device maintains at least 80% of capacity after 400 cycles, thereby infringing this claim. For example, as can be seen from Samsung's warranty, excerpted below, the battery used in the Accused Device is warranted to maintain at least 80% capacity for at least one year. (l) Product purchased or intended for use and sale outside the United States. This Standard Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or if the battery leaks. For batteries that fall below 80% of rated capacity or that leak, this Standard Limited Warranty does not cover any battery if the diminished battery capacity or leak is caused by: https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty

Claim Element	Identification of Element in Accused Device
	"SAMSUNG ELECTRONICS AMERICA, INC." warrants to the original consumer purchaser that the product identified in the chart below ("Product") is free from defects in material and workmanship under normal use and service for the warranty period. This limited warranty does not extend to dealers, resellers, or retailers or to used products (other than Samsung certified pre-owned or renewed devices that carry Samsung's Standard Limited Warranty) that are resold to a consumer by a dealer, reseller, or retailer. The warranty period commences upon the date of purchase by the original consumer purchaser or, in the case of a device, upon the date of initial set-up and activation (whichever occurs first) and continuing for the following specified period of time after that date: Device — 1 Year Batter(ies)*, including Internal Batteries — 1 Year Other Accessories* — 1 Year *If Applicable https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty-for-repair-parts
18. A method according to claim 1, wherein the secondary lithium ion cell or battery maintains at least 80.72% of capacity after 400.	The Accused Device is designed and operates in such manner that Defendants, Defendants' customers, and/or other product end users infringe claim 1, as set forth above, and also claim 18, as the secondary lithium ion cell or battery in the Accused Device maintains at least 80.72% of capacity after 400 cycles, thereby infringing this claim. For example, as can be seen from Samsung's warranty, excerpted below, the battery used in the Accused Device is warranted to maintain at least 80% capacity for at least one year. (l) Product purchased or intended for use and sale outside the United States. This Standard Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or if the battery leaks. For batteries that fall below 80% of rated capacity or that leak, this Standard Limited Warranty does not cover any battery if the diminished battery capacity or leak is caused by: https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty

Claim Element	Identification of Element in Accused Device
	"SAMSUNG ELECTRONICS AMERICA, INC." warrants to the original consumer purchaser that the product identified in the chart below ("Product") is free from defects in material and workmanship under normal use and service for the warranty period. This limited warranty does not extend to dealers, resellers, or retailers or to used products (other than Samsung certified pre-owned or renewed devices that carry Samsung's Standard Limited Warranty) that are resold to a consumer by a dealer, reseller, or retailer. The warranty period commences upon the date of purchase by the original consumer purchaser or, in the case of a device, upon the date of initial set-up and activation (whichever occurs first) and continuing for the following specified period of time after that date: Device — 1 Year Batter(ies)*, including Internal Batteries — 1 Year Other Accessories* — 1 Year *If Applicable https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty-for-repair-parts