

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

SIGNIFY NORTH AMERICA CORPORATION
and SIGNIFY HOLDING B.V.,

Plaintiffs,

v.

MENARD, INC.,

Defendant, Third-Party Plaintiff

v.

LUMINEX INTERNATIONAL COMPANY,
LTD.; RICHPOWER INDUSTRIES, INC.; EAST
WEST COMMERCE CO., INC.; ALERT REEL
MANUFACTURING, LLC; BEST LIGHTING
PRODUCTS, INC.; K LIVE D/B/A BULB STAR;
CL CORPORATION D/B/A PINEGREEN
LIGHTING; GOOD EARTH LIGHTING, INC.;
GT INDUSTRIAL PRODUCTS, L.L.C.;
SOARING TECHNOLOGY CO., LTD; ZONE
INDUSTRY CORPORATION; CANARM, LTD.;
TEST RITE PRODUCTS CORPORATION,

Third-Party Defendants.

Case No: 3:22-cv-00706-jdp

District Judge: James D. Peterson

Magistrate Judge: Stephen L. Crocker

**PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR LEAVE TO SERVE SECOND
AMENDED INFRINGEMENT CONTENTIONS**

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I. INTRODUCTION

Menard’s opposition confirms that Signify’s Motion for Leave to file its Second Amendment Infringement Contentions (“SAC”) should be granted. Prior to filing the present motion, Signify provided a copy of the SAC to Menard and asked it to identify any alleged prejudice. Dkt. 256-31 at 4-5. Menard failed to do so. *Id.* Likewise, Menard’s opposition confirms there is no actual prejudice, instead stating that “the newly accused products are from multiple manufacturers, and *presumably* have different structure and different technical details that *may* differ from the products currently in the case.” (Opp. at 12) (emphasis added)). But Menard identifies no new or different structure or “technical details” presented by any of the additional SKUs, because there is none.

Similarly, Menard does not—because it cannot—dispute that the additional SKUs possess the same technical characteristics as the previously accused SKUs, and thus are subject to the discovery into Menard Relevant Products ordered by the Court in its March 7, 2023 Order and previously withheld by Menard. Accordingly, Menard never explains what purpose would be served, or what prejudice avoided, if Signify had waited for Menard to provide the ordered discovery, and then added the same SKUs to its contentions for the same reasons it seeks to add them now, and based on the same exact infringement theories that Signify has advanced for years. Signify continued its own costly, time-consuming and inefficient investigation into Menard’s 1200+ catalogue of Menard-Branded LED products before successfully moving the Court to compel Menard to provide discovery, but the fact that it did so does not—as Menard claims—make the Court’s Order “*immaterial to the motion at hand.*” Menard Opp. at 5 (emphasis in original). The Court’s Order is directly relevant to Signify’s motion, and demonstrates the utter lack of prejudice to Menard due to these products being added *now* as opposed to *later*.

Moreover, the fact that Signify has continued to uncover products infringing the asserted patents in the same way and for the same reasons as previously accused products does not mean Signify is “shifting the goal posts”; rather, it confirms that Menard’s infringement is willful, extensive, and on-going. Signify has every right to try “to ensure that *all* infringing Menard-branded products are properly identified in order to calculate the full extent of its damages.” (D.I. 252 at 3 (emphasis in original)).

Leave to amend should be freely given “when justice so requires.” *See, e.g., Oxbo Int’l Corp. v. H&S Mfg. Co., Inc.*, No. 15-CV-292-JDP, 2016 WL 1312181, at *1 (W.D. Wis. Apr. 2, 2016). Here, leave to amend, including to add the 31 new accused products on which Menard improperly withheld discovery for over a year, is plainly in the interest of justice. In fact, it would be manifestly unjust to deny Signify leave to amend, as this would undermine the purpose of the Court’s March 7 Order and reward Menard for its prior discovery abuses. Given Menard’s lack of prejudice, Signify’s amendments are more than justified.

II. MENARD HAS FAILED TO DEMONSTRATE ANY PREJUDICE

A. Menard Withheld Discovery on the 31 Additional Products for Over a Year

On March 7, 2024, this Court ordered Menard to produce documents and information regarding non-accused “Menard Relevant Products” which included one or more of 6 specific technical features pertinent to the asserted patents. Dkt. 252. As the Court recognized in its opinion, Signify requested that discovery in March 2023—long before the deadline for amending infringement contentions as a matter of right—because it “want[ed] to ensure that *all* infringing Menard-Branded Products are properly identified, in order to calculate the full extent of its damages.” *Id.* at 3. (emphasis in original).

Menard does not dispute that the 31 additional products in Signify’s SAC each possess one or more of the technical features identified in Signify’s discovery requests, and thus constitute

Menard Relevant Products. Accordingly, if Menard had complied with its discovery obligations back in March 2023, Signify would have been able to include the 31 additional products (and likely many more) in its FAC served in October 2023. Instead, Menard refused to provide discovery on Menard Relevant Products, and Signify continued its on-going efforts to determine (without the benefit of discovery) the full extent of Menard's infringement over its 1200+ Menard-Branded LED product offering, which in almost all instances requires purchasing products and having them reverse engineered (sometimes down to the circuit schematic level) in order to support an infringement claim. As a result, despite Menard's continued refusal to provide long-requested discovery, Signify was able to develop sufficient bases to accuse 31 additional infringing Menard-Branded Products. Now that Menard has been ordered to provide discovery into the Menard Relevant Products, it is evident that Signify could have waited for Menard to provide discovery on the 31 additional SKUs in the SAC, and then amended its contentions "based on" that discovery. But those hypothetical amendments would simply include the same infringement allegations for the same technical reasons as Signify's SAC do now, and Menard has not identified any prejudice that results from these same SKUs being accused for the same reasons *now* as opposed to some later date after they comply with the March 7 Order.

In effect, Menard's opposition asserts that because Signify was able to accuse some additional infringing products without waiting for Menard to complete production of documents pursuant to the Court's March 7, 2024, Order, Signify should be barred from doing so, and Menard should be rewarded for its persistent stonewalling of legitimate discovery requests over the past year. This makes no sense and would defeat the purpose of Signify's March 23, 2023 Discovery Requests, its Second Motion to Compel (Dkt. 247), and the Court's March 7, 2024, Order. The Court ordered Menard to provide discovery concerning unaccused Menard Relevant Products

(including the 31 additional products in the SAC) largely because “the information is relevant and proportional to the wide breadth and high cost of this sprawling global patent lawsuit, and Menard hasn’t even attempted to show undue burden beyond conclusory assertions in its briefs.” (Dkt. 252 at 2). The same is true here—Menard has not identified any prejudice to these products being added to the case now as opposed to later, and as shown below, the conclusory assertions Menard presumes about Signify’s SAC are directly contradicted by the contentions themselves

B. Menard’s “Presumption” of Prejudice Is Not Supported

Menard states that “the newly accused products are from multiple manufacturers, and *presumably* have different structure and different technical details that *may* differ from the products currently in the case.” (Opp. at 12 (emphasis added)). This “presumption” is demonstrably and irrefutably wrong, for several reasons.

First, Signify’s infringement allegations—from its Complaint through its SAC—have repeatedly and consistently shown that Menard’s infringing products do *not* vary in their structure or technical details, and certainly do not do so based on which manufacturer Menard happens to choose to supply an infringing product. As shown in the SAC, the 31 additional products are grouped accordingly with products previously accused in the FAC, because they infringe the asserted patents under the same theories, and for the same reasons, as in Signify’s previous contentions. Beyond its presumption that there “may” be some different technical details, Menard never points to any actual difference with respect to an infringement theory or product design/operation between any of the 31 newly accused SKUs and the products accused of infringing those same patents/claims in the FAC last October—because there is no difference.

For example, depicted in the side-by-side photos below are Menard SKU 348-2216 (a product that was specifically accused in the FAC (*see* Dkt. 204-6 at 3-13) and Menard SKU 348-0120 (one of the 31 additional products added in the SAC) (*see* Dkt. 256-19). These SKUs are

grouped together in Appendix E-1 to the SAC. Signify has accused Menard of infringing the '604 patent in connection with its use, sale and offer for sale of both of these SKUs. But while these two Menard-Branded SKUs are purportedly supplied to it by different vendors, the structural similarities are apparent:



SKU 348-2216 (SIGNIFYMNRD0009931-32; SIGNIFYMNRD0009913)



SKU 348-0120 (SIGNIFYMNRD0016813-14; SIGNIFYMNRD0016799)

Both of these SKUs are now charted in the SAC, and Appendix E-1 clearly shows that these two SKUs have corresponding features and are representative of each other for infringement purposes.

See Dkt. 256-19. Accordingly, the addition of SKU 348-0120 to the SAC does not add any new infringement theory, or require any new analysis on Menard's part. Newly accused SKU 348-0120 infringes for the same reasons as previously accused SKU 348-2216.

Similarly, Signify's opening brief identified an example of four different Menard-Branded SKUs purportedly supplied by four different Menard suppliers, but each accused of infringing the asserted '506 patent in the same way and for the same reasons, and pointed to Appendix F-2 of Signify's SAC where that is demonstrated in great detail. See Dkt. 256-25. Menard's opposition completely ignores this example, let alone refutes it. There is simply no basis for Menard's continued presumption that these Menard-Branded products vary in any meaningful way depending on the purported manufacturer.

Second, Menard asserts that claim charts B-9 through B-11¹ are "entirely new," and thus support "[t]he likelihood that additional analyses will be needed..." (Opp. at 12-13). Again, Menard's assumption about what is "likely" ignores the actual contentions. Appendices B-9, B-10, and B-11 are largely duplicative of Appendices B-4, B-5, and B-8, respectively, because the SKUs accused in Appendices B-9, B-10, and B-11 are accused of infringing only *a subset* of the same claims asserted against the SKUs accused in Appendices B-4, B-5, and B-8. Specifically, Signify is asserting claims 7, 8, 17-19, 34, 35, 47 and 58-61 of the '399 patent against Menard in connection with the products accused in Appendices B-4, B-5, and B-8. However, Signify is asserting only claims 7, 8, 17-19, 34, 35, 47 and 58-60 against the products accused in Appendices B-9 through B-11. Accordingly, the SKUs accused in Appendices B-9 through B-11 are accused of infringing claims 7, 8, 17-19, 34, 35, 47 and 58-60 of the '399 patent for the same reasons and based on the same representative products as previously shown in Appendices B-4, B-5, and B-8,

¹ The SAC's claim charts B-1 through B-11 all correspond to the '399 Patent.

but are *not* accused of also infringing claim 61. Therefore, the “new” Appendices B-9 through B-11 are largely composed of information drawn from Appendices B-4, B-5, and B-8, with additional disclosure to explain/demonstrate how the charted representative products are also representative of the products in Appendices B-9 through B-11.² The disclosed theories, however, are the same. Any assertion that significant additional analysis is needed for these Appendices B-9 through B-11, which simply *omit* claim 61 from the prior appendices, is without merit.

Third, Menard asserts that “[t]his case is at an advanced stage” and that “[o]pening technical expert disclosures are due in less than two weeks.” (Op. Br. at 3). But Signify served the SAC on Menard over a month ago on March 19, 2024, and Menard’s expert report on infringement is not due until June 3, 2024, seven weeks after it received the SAC. These and other pertinent facts are plainly distinguishable from those cases cited by Menard.

In *Ascion LLC v. Ashley Furniture Industries, Inc.*, 19-cv-856-jdp (October 23, 2020; D.I. 66). This Court denied the plaintiff’s motion to amend its infringement contentions to accuse four new leg assemblies. (*See Ascion* D.I. 60 at 1, 3-4). Significantly, Ascion waited to seek leave to amend until six months *after the defendant had produced* the four new leg assemblies which the motion to amend sought to add. Further, Ascion filed its motion to amend *after* opening reports had been exchanged, and less than one month prior to the due date for dispositive motions. And, the proposed amendments did not simply identify new products that infringed for the same reasons

² As an analogy, an orange may be representative of both (i) fruits that are round and orange and (ii) fruits that are round. In this analogy, Appendices B-9 through B-11 accuse products of being “round” (but not also “orange”), for the same reasons that the products were previously accused of being “round”—while the products accused in appendices B-4, B-5, and B-8 are also accused of being “orange.” Appendices B-1/B-2 and B-3/B-6 follow this same methodology, including charting the same representative products, to similarly reconcile the assertion of claim 61.

as other previously accused products. Rather, the “amended citations involve[d] new applications of the claim elements to different structures.” (D.I. 66 at 2).

By contrast, unlike the defendant in *Ascion*, ***Menard deliberately withheld discovery on the 31 new products*** that Signify’s SAC seeks to add. Further, here Signify provided a copy of its SAC to Menard and the other Third Party Defendants long before any expert reports or dispositive motions were due. And the proposed amendments concerning the 31 new products do not reflect new infringement theories or require significant new analysis by Menard. Rather, the proposed amendments themselves demonstrate that the 31 new products in the SAC have structure and features which correspond to those of SKUs previously accused in the FAC and infringe for the same reasons.

In *Douglas Dynamics, LLC v. Meyer Products LLC*, 2017 U.S. Dist. LEXIS 82166 (May 15, 2017), the plaintiff filed its complaint in December 2014, and the parties exchanged contentions (including infringement and noninfringement) and claim constructions positions between July and December 2015. (D.I. 70 at 2-5). In December of 2015, the case was stayed pending resolution of an IPR. That stay was lifted in December 2016 after the IPR was resolved. On April 28, 2017, the defendant apparently proposed certain amended claim constructions. A few days later, the plaintiff proposed several amendments to its infringement contentions, including some that were purportedly related to amended claim constructions proposed by the defendant.

This Court granted and denied parts of the motion in *Douglas Dynamics*. In particular, this Court granted leave for those amendments where the defendant had cited no prejudice, but denied leave to make certain amendments in response to the defendants’ amended claim constructions for the terms “trunnion” and “A-frame.” From the opinion, it does not appear that this Court discerned

for either claim term any significant difference between the amended construction (or lack thereof) which the defendant proposed April 28, 2017, and that reflected in its noninfringement contentions or claim construction disclosures served in 2015.

By contrast, here Signify has moved to amend shortly after learning of Defendants' claim construction proposals for the first time, and the text of the SAC make specific reference to Defendants' new claim construction proposals. Dkt. 256 at 2; *see also, e.g.*, Dkt. 256-2 - Dkt. 256-30. Further, the amendments in the SAC were not necessitated solely by defendants' new claim construction positions. Many of the proposed amendments are due to Menard's refusal to provide timely discovery on all Menard Relevant Products and recent disclosures in response to Common Interrogatories 1 and 2. Dkt. 256-32 - Dkt. 256-40. And, here, Menard has failed to demonstrate any prejudice from the SAC.

For the above reasons, the facts here are significantly different from those in either *Ascion* or *Douglas Dynamics*. And the case for leave to amend is much stronger.

Fourth, Menard asserts that it will be prejudiced because the SAC was served "after the parties have already proposed claim constructions." (Opp. at 3). But, the SAC doesn't add any additional asserted claims, and Menard doesn't identify any change it would have made to its prior disclosure of claim construction positions in view of the SAC. Certainly, Menard has not identified any changes it would like to make now to its claim construction positions, nor has Signify objected to any such proposed change. In short, while Menard alleges unfair prejudice, it has utterly failed to substantiate that claim.

III. MENARD HAS NOT SHOWN ANY UNDUE DELAY BY SIGNIFY

Menard asserts that the 31 additional products in the SAC were sold "prior to January 2023," and also points to certain statements made by Menard in the Joint Rule 26(f) Statement and by Luminex in its Counterclaims prior to service of Signify's FAC. From this, Menard concludes

that Signify had “all the information necessary for the proposed amendments for at least a year.” (Opp. at 7-9). Menard even suggests in a footnote that if Signify is able to accuse more products using the discovery the Court has ordered Menard to provide—which, of course, is what makes the discovery relevant and proportional to this case—it *still* would oppose Signify’s attempt to do so. *See* Opp., at 5 n.3. Menard’s implicit claim that any product previously available to purchase on its website cannot be added to the case is not supported by any caselaw, is contrary to the Court’s order on Signify’s Motion to Compel, and should be rejected.³

First, the fact that the 31 additional products were sold “prior to January 2023” does not mean Signify was either able or required to identify every single SKU in the 1200+ Menard-Branded LED product offering without the benefit of any of the discovery it duly requested over a year ago. Consistent with this Court’s scheduling order, Signify committed to its core *substantive* contentions long ago. Menard’s complaint that Signify has been able to identify more and more examples of Menard SKUs that infringe Signify’s patents for the same substantive reasons does not demonstrate any prejudice to Menard, particularly when Menard has consistently failed to identify *any new technical differences* presented by Signify’s allegations. Signify sought discovery from Menard (again, long ago) to identify the full set of products that infringe according to the substance of those contentions, and would be severely prejudiced if it is not permitted compensation for the infringement by that full set of products in this case.

Second, the statements in the Rule 26(f) report and Luminex’s counterclaims merely asserted, without explanation or citation to authority, that a product supplied to Menard by one

³ In granting-in-part Signify’s motion to compel, the Court noted that it was reserving Rule 37(a) cost shifting until it determined whether Menard would comply with the Order, and whether further Court input was required. *See* Dkt. 252 at 2, 7 (“if additional court input is needed, this likely would affect the court’s view on Rule 37(a) cost shifting”), 8, 11.

manufacturer cannot be a representative of one supplied by another manufacturer. Dkt. 255 at 13. Neither the Rule 26(f) report nor Luminex's crossclaims identified any purported structural difference between any exemplary/representative product charted in Signify's initial infringement contentions or any of the other accused products represented by such charted product. Moreover, neither the Rule 26(f) report nor Luminex's crossclaims hinted at any cogent noninfringement theory, or identified any particular asserted claim element to which any undisclosed structural difference might relate.

Because discovery was effectively stayed until last Fall, Signify did not have any meaningful notice of the bases for Menard's noninfringement contentions for any accused product (charted or otherwise) until *after* Signify had already served the FAC, when Menard and the Third Party Defendants finally had to respond to Signify's Common Interrogatories 1 and 2. (*See* Opp. at 10-15). Further, Signify did not have any information about the claim construction positions Menard and the Third Party Defendants intended to advance until January 2024, again *after* it had already served the FAC.

Separate from the additional SKUs accused of infringement, and contrary to Menard's assertion (Dkt. 258 at 8-10), Signify's Second Amended Contentions are replete with additional text and citation to evidence that is responsive to information disclosed in Defendants recent Responses to Common Interrogatories 1 and 2. For example, Appendix B-1 to Signify's Second Amended Contentions contains the following passage that its explicitly responsive to certain disclosures in Menard's response to Common Interrogatory 1:

In its November 20, 2023 response to Signify's common Interrogatory 1, Menard notes it is a "mere reseller of the accused products," lacks "the technical expertise to provide substantive responses for each of their respective products," and "refers Signify to each of the Third-Party Defendants objections and responses to this common interrogatory," and forwards non-party American Lighting's response to this interrogatory. American Lighting's response asserts with respect

to claims 7, 8, 17, 18, 19, 34, and 35 of the '399 patent, that those '399 Accused Products identified herein which are supplied by American Lighting do not include “an alternating current (A.C.) power source that provides signals other than a standard A.C. line voltage,” as this phrase “requires that the A.C. power source does not provide standard A.C. line voltage” and “phase-cut A.C. dimmers do provide standard A.C. line voltage.” However, American Lighting’s assertion is incorrect, as a phase-cut A.C. dimmer provides two or more alternating current (A.C.) signals that are not a standard A.C. line signal. American Lighting’s assertion appears to rely on a particular claim construction not adopted in this case. At least for the reasons set forth above, the '399 Accused Products identified herein, including those supplied by American Lighting, satisfy this claim element. Signify expressly reserves the right to amend its infringement contentions should Menard or American Lighting amend its interrogatory response or otherwise presents actual detail as to how or why this claim element is not satisfied, or in response to any claim construction ruling by the Court.

In its November 20, 2023 response to Signify’s common Interrogatory 1, Luminex asserts that those '399 Accused Products identified herein which are supplied by Luminex “do not infringe claims 7, 8, 17-19, 34, and 35 at least because phase-cut A.C. dimmers do provide standard A.C. line voltage.” However, Luminex’s assertion is incorrect, as a phase-cut A.C. dimmer provides two or more alternating current (A.C.) signals that are not a standard A.C. line signal. Luminex’s assertion appears to rely on a particular claim construction not adopted in this case. At least for the reasons set forth above, the '399 Accused Products identified herein, including those supplied by Luminex, satisfy this claim element. Signify expressly reserves the right to amend its infringement contentions should Menard or Luminex amend its interrogatory response or otherwise presents actual detail as to how or why this claim element is not satisfied, or in response to any claim construction ruling by the Court.

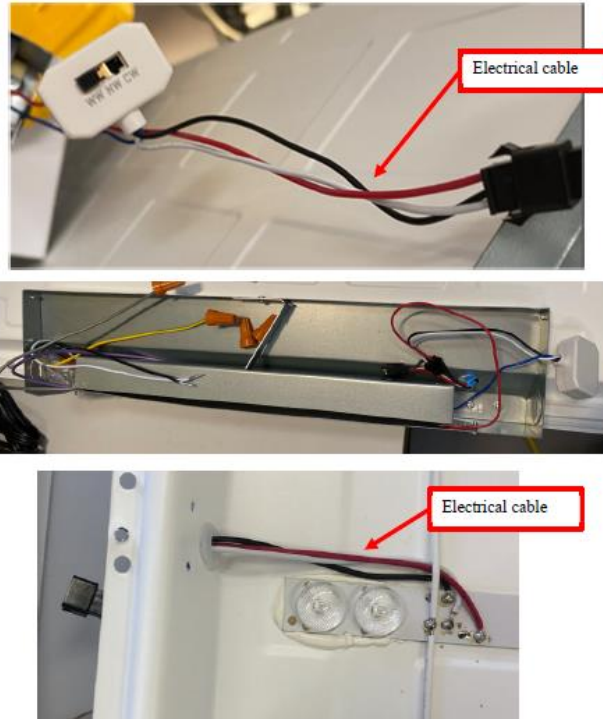
Dkt. 256-2 at 41-42.

As another example, Third Party Defendant Best Lighting’s response to Common Interrogatory 2 specifically identified “two [structural] features” that it believes reflect material differences between SKU 349-1292 (the representative product charted in Appendix G-1 of the FAC) and SKU 349-2107 (one of the represented products in Appendix G-1 of the FAC). (*See* Dkt. 256-34 at 8-13. In the SAC, Signify has separately charted those two products and addressed the points raised by Best Lighting. *See* Dkt. 256-26. For example, Best Lighting raised alleged noninfringement and representativeness arguments concerning the presence of an “electrical cable” in SKU 349-2107, and Signify’s proposed amendments include, for example, new images

relating to this specific SKU and that further clarify the presence of the cable, including based on evidence produced by Menard and Best Lighting:

As further evidence demonstrating representativeness, each Exemplary Representative Product includes an electrical cable with a first end and a second end, where the first end is coupled to electrical components, including LEDs, via a circuit board within the first cavity:

SKU# 348-2107:



See, e.g., MEN000016; MEN000018; SIGNIFYMNRD0009764-SIGNIFYMNRD0009823; SIGNIFYMNRD0016816-SIGNIFYMNRD0016824; SIGNIFYMNRD0018733-SIGNIFYMNRD0018755; BEST000459-BEST000470; <https://www.menards.com/main/lighting-ceiling-fans/utility-commercial-lighting/flat-panel-lights/patriot-lighting-reg-5070-lumen-47-3-4-led-back-lit-flat-panel-light/pnl2x4-50l-fs/p-4364363664653937-c-1642874276495750.htm>

See Dkt. 256-26 at 37-38. Following this, Signify also directly addressed any apparent arguments concerning the presence of an “electrical cable” (including as raised by Best Lighting), and explained why such arguments were incorrect, and why, even if the apparent interpretation advanced by Best Lighting were adopted, the products (including SKU 349-2107) would nevertheless infringe under the doctrine of equivalents. *See id.* at 40. These exemplary changes are plainly responsive to the disclosures in Best Lighting’s Response to Common Interrogatories 1 and 2, which were served after Signify’s FAC.

Menard also incorrectly asserts that Signify “provides *zero* explanation for how the Defendants’ claim construction positions necessitate amendment.” (Opp. at 12, emphasis added). To the contrary, the appendices to the SAC include new text which makes specific reference to Defendants’ claim construction disclosures for various claim terms and then explain how/why infringement (literal and/or by equivalents) is shown even under Defendants’ proposed construction of various terms. For example, the following new passage appears in Appendix E-1 to the SAC:

Menard and the Third Party Defendants have asserted that “fastening means for detachably coupling the housing element to the heat dissipation element” should be construed under 35 U.S.C. § 112(6) as follows:

Function: detachably coupling the housing element to the heat-dissipation element
Structure: Tabs 450 shown in Figure 4 and described at 7:42-51 and their structural equivalents

Menard and the Third Party Defendants have also asserted that “detachably coupling” should be further construed as “readily releasable connection.” Even under these proposed constructions, the ’604 Accused Products infringe. For example, the screws used in the ’604 Accused Products are equivalent structures to “fastening means 450” in Figure 4 (described as “one embodiment”), at least because they would be well known by a POSITA and understood to perform the same function of “detachably coupling the housing element to the heat dissipation element,” including in a manner that is both convenient and without requiring any physical damage or breakage in order to detach the housing element from the heat dissipation element. Moreover, “screws” are expressly disclosed as a “fastening means” in the specification (’604 patent, 5:19-24), and thus a POSITA would have understood screws to be a “fastening means” available for any and all use of fastening means disclosed in the patent. Such screws are readily releasable in their connection, at least because they can be readily removed manually, e.g. using a simple tool such as a screwdriver, causing the release of the housing from the heat dissipation element. To the extent that Menard and the Third Party Defendants assert that removal cannot involve a tool, there is no such limiting requirement in the patent, and in any event use of a basic tool such as a screwdriver is an insubstantial difference when compared to manual removal without a tool of a physical interconnection, such as illustrated by “fastening means 450.” Further, such screws can be used as part of or in addition to, or made integral with, the housing element and/or heat dissipation element, and in either case any difference between such arrangement and structure is insubstantial, because it does not impact the purpose or function of such screws to provide a detachable coupling.

Furthermore, and alternatively, the threaded bores formed into the housing elements and/or heat dissipation elements separately provide an equivalent structure for a “fastening means,” at least because they would be well known by a POSITA and understood to perform the same function of “detachably coupling the housing element to the heat dissipation element,” including in a manner that is both convenient and without requiring any physical damage or breakage in order to detach the housing element from the heat dissipation element. The threaded bores, which are integral to the housing elements and/or heat dissipation elements, ensure that the elements can be detachably coupled and released as needed. Moreover, like screws, the location of the threaded bores (in the housing or in the heat dissipation element) provides equivalent functionality, and only impacts the manner in which the screw is received. Any difference between the literal scope of the claim language and the structure of the ’604 Accused Products is insubstantial because they perform substantially the same function (detachably coupling the housing element to the heat dissipation element), in substantially the same way (physically engaging the housing element to the heat dissipation element in a convenient manner that can be released without damaging either element), to yield substantially the same result (the housing element and heat dissipation element can be coupled and uncoupled as needed in a convenient manner, providing simplified assembly, improved manufacturing and ease of maintenance). Similarly, to the extent that the Court finds that the term “fastening means” is a means-plus-function term whose structure is limited to fastening means 450 as described in Figure 4 and at 7:42-51 and equivalents thereof, the screws used in the ’604 Accused Products are at least equivalent to such structure at least because screw threads engage with the threaded bores in substantially the same manner as fastening means 450 engages with the heat sink, to provide substantially the same function (detachably coupling the housing element to the heat dissipation element) to yield substantially the same result (the housing element and heat dissipation element can be coupled and uncoupled as needed in a convenient manner, providing simplified assembly, improved manufacturing and ease of maintenance). Likewise, the screw heads engage with the bores in substantially the same manner as fastening means 450 engages with the heat sink (physical engagement), to provide substantially the same function (detachably coupling the housing element to the heat dissipation element) to yield substantially the same result (the housing element and heat dissipation element can be coupled and uncoupled as needed in a convenient manner, providing simplified assembly, improved manufacturing and ease of maintenance). Any difference in structure (including, e.g., use and/or direction of screw and location of threaded bores) are insubstantial, including for the reasons discussed above.

See Dkt 256-19 at 95-97(emphasis added); *see also* Dkt 256-20 – Dkt. 256-23 (containing same responsive disclosure). In fact, in the body of its Opening Brief, Signify specifically pointed to Defendants’ proposed constructions for three exemplary claim terms from the ’604 patent: “detachably coupling,” “operatively couple,” and “heat dissipation element.”

Similar additional images and responsive statements, addressing points raised in the Defendants' responses to Interrogatories 1 and 2 (served well after Signify's FAC), can be seen throughout the claim charts. Many of Signify's proposed amendments are directly responsive to the noninfringement and representativeness arguments disclosed in Defendants' post-FAC interrogatory responses, or their recently-served proposed claim constructions, and any assertion to the contrary is contradicted by the amendments themselves.

IV. CONCLUSION

For the foregoing reasons, Signify respectfully request the Court grant the present Motion.

Dated: April 23, 2024

Respectfully submitted,

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