IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TOT POWER CONTROL, S.L.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 21-1305 (MN)
	)	
SAMSUNG ELECTRONICS CO., LTD. and SAMSUNG ELECTRONICS AMERICA, INC.,	)	
	)	
Defendants.	)	

MEMORANDUM ORDER

At Wilmington, this 29th day of September 2025:

WHEREAS, Plaintiff has filed three cases asserting infringement of U.S. Patent Nos. 7,532,865 ("the '865 patent") and 7,496,376 ("the '376 patent") (together, "the Patents-in-Suit"), including the above captioned case and C.A. 21-1302 (MN) against Apple Inc. ("Apple");

WHEREAS, the jury in the trial against Apple found for Plaintiff on the issues of infringement, validity and damages (D.I. 467);[1]

WHEREAS, the parties have filed post-trial motions involving the infringement and validity of the Patents-in-Suit and damages, briefing on those motions being completed on August 18, 2025;

WHEREAS, a significant issue raised pretrial, at trial and on post-trial motions has been Plaintiff's damages calculations and disclosure of its damages case prior to trial, and similar (if not identical) issues have been raised in the Daubert and summary judgment motions filed in the above-captioned case. *Accord* (D.I. 484, 502) (disputing whether Plaintiff's damages theory was

[1] Unless otherwise noted, all docket citations refer to the docket in C.A. No. 21-1302-MN.

properly apportioned for failure to apportion a base) *with* (No. 21-1305-MN, D.I. 210 at 17-18) (challenging Plaintiff's damages theory for failure to apportion a base);

WHEREAS, a district court has the temporary "power to stay proceedings," which is "incidental to the power inherent in every court to control the disposition of the causes on its docket." *Commonwealth Ins. Co. v. Underwriters, Inc.*, 846 F. 2d 196, 199 (3d Cir. 1988) (citation modified); *see also Murata Mack USA v. Daifuku Co.*, 830 F. 3d 1357, 1361 (Fed. Cir. 2016) ("The ability to stay cases is an exercise of a court's inherent power to manage its own docket.");

WHEREAS, courts generally rely on three factors when considering a stay: "(i) whether a stay would unduly prejudice or present a clear tactical disadvantage to the non-moving party; (ii) whether a stay will simplify the issues in question and trial of the case; and (iii) whether discovery is complete and whether a trial date has been set." *Murata*, 830 F.3d at 1361. "The three-factor test set forth above," however, "is not a rigid template for decision . . . and whether a stay should be granted turns in each case on the totality of the circumstances." *British Telecommunications PLC v. IAC/Interactive Corp*, 2020 WL 5517283, No. 18-366 (WCB), *5 (D. Del. Sept. 11, 2020);

WHEREAS, although the above-captioned case is at a relatively advanced stage, with trial dates set for early 2026, the Court finds that staying this case, at least pending its decision on the post-trial motions in the Apple case, "may very well simplify the issues to be litigated in the instant case[s]," and avoid some of the pitfalls encountered in the Apple case. *St. Clair Intell. Prop. Consultants, Inc. v. Motorola Mobility LLC*, 2012 WL 4321743, No. 11-1305 (LPS), at *1 (D. Del. Sept. 20, 2012);

WHEREAS, it would be an inefficient use of resources to render duplicative rulings in the instant action and proceed to trial without first disposing of the post-trial briefing in Plaintiff's suit

against Apple, as proceeding without the benefit of the outcome of that briefing would make it difficult for the "[instant action] to proceed in a coordinated fashion." *St. Clair Intell. Prop. Consultants, Inc.*, 2012 WL 4321743, No. 11-1305 (LPS), at *1 (D. Del. Sept. 20, 2012);

WHEREAS, the Court sought input from the parties regarding their positions on a temporary stay in the instant action, with Plaintiff objecting (C.A. No. 21-1305-MN, D.I. 284, 285, 287, 288);

WHEREAS, Plaintiff objected on the basis that the parties' experts "agree that the TOT-Huawei Agreement is a comparable license," and the instant action is distinguishable, (C.A. No. 21-1305-MN, D.I. 287), but the Court finds that the parties' experts are not so closely aligned, and therefore the damages position is not distinguishable. *Compare Pavo Solutions LLC v. Kingston Technology Co., Inc.*, 35 F. 4th 1367, 1380 (Fed. Cir. 2022) ("both parties' experts agreed that the [] license was a comparable license. [] That license included a 1-cent running royalty for sales of the licensed product.") *with* (C.A. No. 21-1305-MN, D.I. 211-T, ¶ 373; C.A. No. 21-1305-MN, D.I. 226-4 ¶ 127) (applying different running royalty rates to different royalty bases); and

WHEREAS, because the "issue simplification factor does not require complete overlap" of the issues, simplifying the corresponding disputes on even one part of Plaintiff's theory of damages would simplify the issues for trial in the instant action. *Neste Oil OYJ v. Dynamic Fuels, LLC*, 2013 WL 3353984, No. 12-1744 (GMS) at *5 (D. Del. July 2, 2013).

THEREFORE, IT IS HEREBY ORDERED that the above-captioned case is **STAYED**, pending the Court's disposition of the post-trial motions in C.A. No. 21-1302-MN. The Court will address the status of the case and the stay after those motions are decided.

Maryellen Noreika

The Honorable Maryellen Noreika
United States District Judge