IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

LG ELECTRONICS INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. N22C-11-145 SKR CCLD
	)	
INVENTION INVESTMENT FUND I, L.P., INVENTION INVESTMENT FUND II, LLC, INTELLECTUAL VENTURES I LLC, and INTELLECTUAL VENTURES II LLC,	)	
	)	
Defendants.	)	

Submitted: October 21, 2026
Decided: November 16, 2026

MEMORANDUM OPINION ADDRESSING ISSUES ON REMAND

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RENNIE, J.

I. INTRODUCTION

Following a week-long jury trial that concluded with a verdict in Plaintiff's favor, the Court issued four opinions addressing various post-trial issues.[1] Both sides appealed, and the Delaware Supreme Court affirmed-in-part, reversed-in-part, and remanded to address additional issues.[2] On remand, this Court is instructed to: (1) enter judgment in Plaintiff's favor in the amount of $12,800,000[3]; (2) award prejudgment interest upon consideration of when such interest began to accrue, along with any other factual issue bearing on the award[4]; and (3) reconsider Plaintiff's motion for costs consistent with the Supreme Court's opinion.[5]

After full briefing, the Court heard oral argument on October 21, 2026.[6] This Opinion resolves those remaining issues.

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[1] *LG Elecs. Inc. v. Invention Inv. Fund I, L.P.*, 2025 WL 1545445 (Del. Super. May 15, 2025), *aff'd in part, rev'd in part and remanded*, 362 A.3d 1266 (Del. 2026); *LG Elecs. Inc. v. Invention Inv. Fund I, L.P.*, 2025 WL 1545444 (Del. Super. May 15, 2025), *aff'd in part, rev'd in part and remanded*, 362 A.3d 1266 (Del. 2026); *LG Elecs. Inc. v. Invention Inv. Fund I, L.P.*, 2025 WL 1545442 (Del. Super. May 15, 2025), *aff'd*, 362 A.3d 1266 (Del. 2026); *LG Elecs. Inc. v. Invention Inv. Fund I, L.P.*, 2025 WL 1531375 (Del. Super. May 15, 2025), *aff'd*, 362 A.3d 1266 (Del. 2026).

[2] *LG Elecs. Inc. v. Invention Inv. Fund I, L.P.*, 362 A.3d 1266 (Del. 2026).

[3] *Id.* at 1288.

[4] *Id.* & n.93.

[5] *Id.* at 1289.

[6] *See* Plaintiff's Opening Brief on Remand (D.I. 494, hereinafter "Pl.'s Opening Br."); Defendants' Opposition to Plaintiff's Opening Brief on Remand (D.I. 496, hereinafter "Opp'n."); Plaintiff's Reply Brief on Demand (D.I. 498, hereinafter "Reply").

II. ANALYSIS

A. DAMAGES

Following its review of this Court's damages cap, the Delaware Supreme Court directed that $12,800,000 be entered as the proper judgment for Plaintiff.[7] Neither side raised this issue in briefing or oral argument. Accordingly, the Court's final order shall be amended to reflect this amount.

B. INTEREST

With respect to prejudgment interest, the Delaware Supreme Court remanded with instructions to enter an award of prejudgment interest in Plaintiff's favor.[8] Noting that the parties had not briefed the precise accrual date, the Supreme Court permitted this Court to consider that specific factual issue "along with any other factual issue that bears on an award of prejudgment interest."[9]

i. Prejudgment Interest

The parties agree that prejudgment interest began to accrue on October 19, 2021–the date of breach.[10] However, they disagree over the applicable interest rate. Plaintiff argues that the proper rate is 8.85%, while Defendants urge this Court to adopt a 5.25% rate in accordance with 6 *Del. C.* § 2301.

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[7] *Id.* at 1288.

[8] *Id.*

[9] *Id.* at n.93.

[10] Opp'n at 6; Reply at 1.

Plaintiff advances four arguments in support of its proposed rate. First, it contends that this issue was waived when Defendants failed to challenge Plaintiff's proposed 8.85% rate in post-trial briefing or on appeal.[11] Plaintiff points to what it characterizes as judicial recognition of waiver in two footnotes found in this Court's Opinion on Plaintiff's Post-Trial Motion for Costs and Fees.[12]

Relying on these footnotes and Defendants' failure to challenge on appeal, Plaintiff's second argument invokes the "law-of-the-case" doctrine.[13] Plaintiff asserts that because a court's earlier legal ruling controls all later stages of the proceeding and this Court's adoption of the 8.85% interest rate went unchallenged, it became the law of the case. As such, Plaintiff maintains that this rate controls through appeal and on remand.

Third, arguing that the Supreme Court only reopened factual issues on remand, Plaintiff stresses that this Court lacks authority to disturb a matter of law namely, the applicable legal rate of interest.[14]

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[11] Reply at 2–3.

[12] *Id.* at 3; *see LG Elecs.*, 2025 WL 1545444, at *3 n.27 ("In its reply brief, LG notes that IV does not dispute 'LG's alternative simple interest calculation at an average 8.85% rate.' Accordingly, if LG is entitled to interest, but the Court rejects LG's other arguments, it will award simple interest at 8.85%."); *id.* at *5 n. 45 ("The Court awards interest at 8.85%, because that is the uncontested legal rate.").

[13] Reply at 4–5.

[14] *Id.* at 3–4.

Finally, Plaintiff reaches the merits of the applicable interest rate and stresses that "Delaware courts have not adopted [a] categorical rule that prejudgment interest must remain frozen at the breach-date rate."[15] In its briefing, Plaintiff relied on a single Delaware Superior Court case, *McGlothlin v. Petrunich Oral & Maxillofacial Surgery*, to support this proposition.[16] At oral argument, Plaintiff reinforced its position by citing to *Montgomery Cellular Holding Co., Inc. v. Dobler*, 880 A.2d 206 (Del. 2005) and *Schneider Nat'l Carriers, Inc. v. Kuntz*, both of which Plaintiff contends support the premise that a court of law is able to apply a fluctuating interest rate under § 2301(a).[17] When pressed on the statutory limits of §2301(a), Plaintiff distinguished between compound interest and fluctuating interest; maintaining that the former is a matter of equity while the latter is permitted by the plain language of the statute.[18] Consequently, Plaintiff argues that a court of law is not chained to the

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[15] *Id.* at 6.

[16] *Id.*; *see* 2023 WL 5747520, at *9 (Del. Super. Sept. 6, 2023).

[17] 880 A.2d 206 (Del. 2005); 2022 WL 1222738 (Del. Super. Apr. 25, 2022).

[18] In this Opinion, the Court does not distinguish between the terms "fluctuating," "averaged," "variable," and "floating" insofar as they modify the concept of interest. While these terms have technical meanings in the field of finance, the Court uses them interchangeably to designate a calculation method that accounts for interest rates varying over time. Compound interest, on the other hand, involves applying interest to previously accrued interest in addition to the principal amount. This is contrasted with simple interest, which applies interest only to the principal amount. For reasons explained herein, the distinction between fluctuating interest and compound interest is immaterial to the Court's statutory analysis under §2301.

fixed legal rate at the time of accrual but may apply an "averaged" rate that accounts for the fluctuations occurring throughout the prejudgment interest period.[19]

Defendants maintain the exact opposite. While they contest any waiver or "law-of-the-case" foreclosure, Defendants' main argument is substantive, namely, that Delaware law dictates application of a legal rate that is fixed at the accrual date.[20] On their reading, neither Plaintiff nor a court of law can impose a rate that reflects anything other than the simple legal rate fixed at the time of breach.[21] For that reason, Defendants propose that the proper prejudgment interest rate is 5.25%, which reflects the legal rate at the time of breach.[22]

The Court agrees with Defendants. Whether this Court has the authority to award an averaged interest rate is a question of jurisdictional limits. The Superior Court may only grant the forms of relief that are within its power, and "any relief granted without such power constitutes an impermissible constitutional overreach."[23] As a court of law, the Superior Court's jurisdiction is circumscribed

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[19] Notably, this "averaging" or "fluctuating" method forms the basis for Plaintiff's proposed interest rate. *See* D.I. 426, Ex. 10, at ¶ 5 (affidavit of Plaintiff's expert in support of Plaintiff's request for prejudgment and postjudgment interest).

[20] Opp'n at 3–6.

[21] *Id.* at 5–6.

[22] *Id.* at 7.

[23] *Janco FS 2, LLC v. ISS Facility Servs., Inc.*, 364 A.3d 751 (Del. Super. June 11, 2026), *as corrected* (Aug. 24, 2026).

within explicit constitutional and statutory grants of power.[24] This jurisdiction stands in stark contrast to the equitable jurisdiction of the Court of Chancery and represents the well-established divide between law and equity embodied in the Delaware judiciary.[25]

Here, the specific power at issue is the power to award prejudgment interest. The statutory source of this authority is 6 *Del. C.* § 2301 which provides, in relevant part, that "[w]here there is no expressed contract rate, the legal rate of interest *shall be* 5% over the Federal Reserve discount rate including any surcharge as of the time from which interest is due."[26] While it is true that prejudgment interest is awarded at compound and fluctuating rates in Delaware, it does not follow that this power is equally available to both courts of law and courts of equity. This is because the Court of Chancery derives certain powers from its specific constitutional grant of equitable jurisdiction.[27]

In *Janco FS 2, LLC v. ISS Facility Servs., Inc.*, this Court recognized that the Court of Chancery derives its power to award both compound and floating interest

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[24] *See* 10 *Del. C.* § 541 ("The Superior Court shall have such jurisdiction as the Constitution and laws of this State confer upon it.").

[25] *See generally Janco*, 364 A.3d at 776–80 (explaining the differing sources of authority between the Superior Court and the Court of Chancery).

[26] 6 *Del. C.* § 2301(a) (emphasis added).

[27] *See* 10 *Del. C.* § 341.

entirely from its equitable nature.[28] The Court concurs with this reasoning. Because the Court of Chancery is not bound by the statutory command of § 2301, it may award whatever interest rate that equity demands.[29] The Superior Court, on the other hand, derives this power exclusively from § 2301 and remains tethered to its language.[30] Consequently, this Court, as a court of law, has no discretion to impose an extra-statutory rate.

At oral argument, Plaintiff argued that the requested fluctuating rate is permitted by the statute. Specifically, Plaintiff contended that the phrase "as of the time from which interest is due" can be read to include an averaged rate because, at all times during the prejudgment period, interest is due. Thus, in Plaintiff's view, a rate that reflects an average of this period is faithful to the text. The Court cannot adopt this construction. The statute affords no such discretion but, rather, reflects a legislative command that courts award prejudgment interest based on the legal rate "as of the time from which" it is due which, under the present circumstances, means as of the time of breach.

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[28] *Janco*, 364 A.3d at 776–78.

[29] *See Summa Corp. v. Trans World Airlines, Inc.*, 540 A.2d 403, 409 (Del. 1988) (recognizing that a court of equity has broad discretion in fixing the prejudgment interest rate to be applied); *see also Brandin v. Gottlieb*, 2000 WL 1005954, at *29 (Del. Ch. July 13, 2000) (explaining that the Court of Chancery's power to award compound interest is founded in its equitable power and not 6 *Del. C.* § 2301).

[30] *Janco*, 364 A.3d at 778 ("The only other logical source of authority for the Superior Court to award compound and floating interest would be through statutory law. The only statute relevant to this discussion is 6 *Del. C.* § 2301").

Further, the Court is unpersuaded that Plaintiff's cited Superior Court decisions compel a different result. *McGlothlin's* award of floating prejudgment interest was entirely grounded in concerns of fairness without addressing the jurisdictional limits of a court of law.[31] However, freestanding equitable considerations cannot expand the bounds of a court of law's discretion where precluded by the clear language of § 2301. *Schneider*, an action transferred from the Court of Chancery to the Superior Court and presided over by a Vice Chancellor sitting by designation, relied entirely on Court of Chancery authority to award fluctuating prejudgment interest.[32] Because neither decision squarely addressed the statutory constraints governing this Court of law, the Court declines to follow them here.

Equally unavailing is Plaintiff's reliance on *Montgomery* to support its construction of § 2301. In that case, the plaintiff appealed the Court of Chancery's adoption of the fixed legal rate under § 2301 arguing that the Court of Chancery erred by not, *sua sponte*, adopting a variable rate to reflect material rate fluctuations over the relevant period.[33] The Delaware Supreme Court ultimately rejected this argument noting that the Court of Chancery retains broad discretion to determine the

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[31] *McGlothlin*, 2023 WL 5747520, at *9; *see Janco*, 2026 WL 1694748, 364 A.3d at 780 n.217 (expressing similar concerns with *McGlothlin*).

[32] *Schneider Nat'l Carriers*, 2022 WL 1222738, at *32.

[33] *Montgomery Cellular Holding Co.*, 880 A.2d at 226.

appropriate interest rate and may award a different rate than the one articulated by § 2301(a).[34] The Court does not read the Court of Chancery's application of § 2301 in that case as supporting Plaintiff's view that § 2301 grants courts of law the broad statutory authority to vary the legal interest rate. As *Montgomery* makes clear, the statutory legal rate fixed at the time of accrual is the "benchmark" from which the Court of Chancery has the discretion to depart.[35] As already explained, this Court lacks such equitable discretion.

Finally, Plaintiff cannot avail itself of the protections of waiver or the "law-of-the-case" doctrine. These doctrines cannot cure a jurisdictional defect. Although Defendants did not contest this issue in post-trial briefing and the Court previously noted that omission, a party can never waive subject matter jurisdiction.[36] Further, subject matter jurisdiction may be raised *sua sponte* at any stage of the proceedings whenever it appears to the Court that a defect is present.[37] Defendants raise the issue in their remand briefing and, upon consideration and for the reasons already stated,

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[34] *Id.* at 225–26.

[35] *Id.* at 226 (citations omitted).

[36] *See DBMP LLC v. Delaware Claims Processing Facility, LLC*, 349 A.3d 663, 678 (Del. Ch. 2025) (explaining that subject matter jurisdiction over the remedy sought can never be created by waiver or agreement of the parties).

[37] *See Gunn v. McKenna*, 116 A.3d 419, 420–21 (Del. 2015) (emphasizing that both the Supreme Court of the United States and the Delaware Supreme Court have recognized that a court's lack of subject matter jurisdiction may be raised at any time on motion of the court).

the Court agrees that it lacks the authority to award anything other than the fixed legal rate at the time of breach as prescribed by statute.

For these same reasons, this ruling remains consistent with the Supreme Court's mandate on remand. Although the Court agrees with Plaintiff that the legal rate is a question of law and that the mandate directed this Court to address factual issues bearing on prejudgment interest, a court retains the inherent authority to bring a prior order into compliance with statutory requirements.

The Court finds that the proposed 8.85% rate, as an averaging of the Federal Reserve discount rate over the prejudgment period, represents a remedy exceeding § 2301's statutory authority. Lacking the equitable jurisdiction to vary from this statutory command, the Court will award prejudgment interest at 5.25%–the legal rate at the time of breach.

ii. Postjudgment Interest

Because the Court's power to award both prejudgment and postjudgment interest derives from the same statutory source, the Court must also amend its prior award of postjudgment interest.[38] The same waiver rationale that supported the prejudgment interest rate undergirded the postjudgment interest rate of 8.85%.[39] Thus, the same jurisdictional limitation forecloses reliance on waiver here.

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[38] *See* D.I. 473 at 2 (awarding Plaintiff post-judgment interest at a rate of 8.85%).

[39] *See LG Elecs.*, 2025 WL 1545444, at *5 n.45.

Defendants acknowledged this principle at oral argument and conceded that the appropriate rate for postjudgment interest must be the legal rate fixed at the time of judgment. Here, final judgment was entered on May 27, 2025, when the Federal Reserve discount rate was 4.5%.[40] Accordingly, the Court will award postjudgment interest at 9.5%, which reflects the legal rate at the time of final judgment. This rate applies to both "the amount of the award plus prejudgment interest" until the judgment is satisfied.[41]

C. COSTS

With respect to Plaintiff's motion for costs, the Delaware Supreme Court remanded for reconsideration consistent with the its opinion.[42] The parties agree that Plaintiff's motion for costs should be decided based on the existing record from their post-trial briefing without further submissions.[43] Further, Defendants do not oppose Plaintiff's general entitlement to costs reviving only their opposition to specific itemized requests as overbroad.[44]

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[40] *See* D.I. 473 (Final Order and Judgment); *see also* Reply at 7 n.1 (acknowledging that the Federal Reserve discount rate was 4.5% on the judgment date).

[41] *NGL Energy Partners LP v. LCT Capital, LLC*, 319 A.3d 335, 345 (Del. 2024).

[42] *LG Elecs.*, 362 A.3d at 1289.

[43] Opp'n 6–7; Reply at 1. *See* Plaintiff's Opening Post-Trial Brief at 1–6 (D.I. 426, hereinafter "Costs Br."); Defendants' Brief in Opposition to Plaintiff's Post-Trial Motion at 25–30 (D.I. 447, hereinafter "Costs Opp'n"); Plaintiff's Reply Brief in Support of Its Post-Trial Motion at 2–5 (D.I. 452, hereinafter "Costs Reply").

[44] Opp'n at 6–7.

This Court is empowered by 10 *Del. C.* §5101 to award costs and retains significant discretion in determining whether and in what amount costs should be awarded.[45] In determining costs, Delaware courts consider two questions: first, whether the requested expense falls within the categories of recoverable costs under Superior Court Civil Rule 54; and, second, whether the requested amounts are reasonable.[46]

i. Service of Process Fees, Photocopying for the Court, Expert Witness Fees for Court Attendance

Defendants do not dispute these requested costs. Accordingly, the Court awards **$70.00** in service of process fees, **$677.10** in photocopying fees, and **$10,200.00** in expert witness fees for court attendance.

ii. Filing Fees

Filing fees are generally recoverable under Rule 54.[47] Defendants broadly assert that Plaintiff cannot recover all of its requested fees and reiterated at oral argument that Plaintiff can only recover necessary fees under Rule 54.[48] Defendants rely on *Wilson v. James* to argue that the filing fees associated with dismissed claims

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[45] *Donovan v. Del. Water & Air Res. Comm'n*, 358 A.2d 717, 722–23 (Del. 1976) ("Determining when costs are awarded and when they are not is, in our judgment, a matter of judicial discretion under the statute.").

[46] *River Valley Ingredients, LLC v. Am. Proteins*, 2026 WL 2098226, at *5 (Del. Super. July 20, 2026) (citations omitted).

[47] *Id.*

[48] Costs Opp'n at 26.

should be borne by Plaintiff.[49] The Court has already addressed and declined to adopt this argument.[50]

Upon review of Plaintiff's exhibit detailing its filing fees, the Court finds such fees both reasonable and necessary.[51] Accordingly, the Court exercises the discretion afforded by Rule 54 and awards Plaintiff **$5,942.00** in filing fees.[52]

iii. Trial Transcript Costs

Trial transcript costs are recoverable under Rule 54.[53] Defendants argue that some of the requested amounts were duplicative because they include various versions of trial transcripts and multiple real-time feeds and contend that other charges are unnecessary because they are costs associated with expedition for use to prepare post-trial briefs, not the trial itself.[54] Plaintiff argues that both parties relied on the expedited transcripts and that the various versions were necessary for trial presentation.[55] At oral argument, Plaintiff also pointed out that this Court ordered

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[49] *Id.* at 26 n.15 (citing *Wilson v. James*, 2010 WL 2683023, at *2 (Del. Super. June 11, 2010)).

[50] *LG Elecs.*, 2025 WL 1545444, at *1 n.3 ("Therefore, LG is the prevailing party, and its recoverable costs and fees will not be reduced because it did not win every claim it originally asserted.").

[51] *See* D.I. 426, Ex. 1 (itemized filing fees).

[52] Plaintiff's original request was $7,953.00 but, upon reply, Plaintiff withdrew $2,011.00 in costs associated with *pro hac vice* fees. *See* Costs Reply at 3; Pl. Opening Br. at 6.

[53] *River Valley Ingredients, LLC*, 2026 WL 2098226, at *5.

[54] Costs Opp'n at 26.

[55] Costs Reply at 3–4.

and both parties stipulated to using the transcripts for post-trial briefing.[56] Under these circumstances and in light of the underlying amount in controversy, the Court finds the requested costs are necessary and reasonable. Further, upon review of the related exhibit, the Court awards the total **$33,504.81** requested in trial transcript costs.[57]

iv. Depositions Transcripts and Videos (Detkin, Woo, Obeidat)

This category is governed by Rule 54, which requires that such fees are only taxable as costs if the transcripts are introduced into evidence.[58] Rule 54 also contemplates these fees to include the "production and playback costs associated with any videotape deposition[.]"[59]

Defendants contend that Plaintiff cannot recover both video and stenographic deposition transcription costs for experts Detkin and Woo because this recovery is duplicative.[60] Defendants also argue that the total costs of the Detkin and Woo video depositions are not recoverable because Plaintiff only introduced 23 minutes of those videos at trial.[61]

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[56] D.I. 414 (Order governing trial transcript).

[57] *See* D.I. 426, Ex. 4.

[58] Super Ct. Civ. R. 54.

[59] *Id.*

[60] Costs Opp'n at 27 (citing *Midcap v. Sears, Roebuck and Co.*, 2004 WL 1588343, at *4 (Del. Super. May 26, 2004)).

[61] *Id.* at 28.

Along these same lines, Defendants argue that the entire cost of expert Obeidat's 336-page deposition is not recoverable because only five pages were introduced at trial.[62] Defendants suggest a pro-rating methodology resulting in a total of $204.25 based on the actual trial time occupied by this evidence.[63] For its part, Plaintiff maintains that all of these costs were necessary and, thus, recoverable.[64]

Upon consideration of the extent to which the underlying materials were introduced into evidence, the Court finds the total amount requested unreasonable. Accordingly, the Court exercises its discretion, reduces the requested costs, and awards **$7,243.80** for the Detkin and Woo expenses and **$2,618.60** for the Obeidat expenses.[65]

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[62] *Id.*

[63] *Id.* at 28 n.18.

[64] Costs Reply at 3–4.

[65] The Court relies on the supporting exhibits to arrive at these figures. *See* D.I. 426, Exs. 5–6. To calculate the total for the Detkin and Woo fees, the Court subtracts the charge for the deposition transcript of Detkin ($1,236.60) to account for the fact that only a portion of the video deposition was entered into evidence. D.I. 426, Ex. 5, at 2. The documentation does not itemize charges for the deposition transcript of Woo. The Court finds that all other itemized charges are taxable as costs because they relate to production and playback costs. To calculate the total for the Obeidat fees, the Court subtracts the $8.19 per page rate for the 331 pages of deposition transcript that were not introduced at trial ($2,710.89) from the total requested. D.I. 426, Ex. 6, at 1.

v. Expert Witness Travel Expenses

The Court is unpersuaded by Defendants' argument that Plaintiff's expert Dr. Bims' travel expenses are unsubstantiated.[66] The Court finds that the supporting documentation provides the requisite detail for the disputed transfer and outgoing flight costs.[67] Accordingly, the Court awards the total requested costs of **$3,231.88** in travel expenses.

vi. Trial Technology and Graphics Support Fees

Defendants contest $16,500.00 of the total $28,050.00 requested. Defendants base this objection on Plaintiff's motion for costs seeking only fees "for the actual time spent in court" combined with an exhibited invoice that reflects an hourly rate of $350.[68] Based on these two facts, Defendants compute that these costs should only total $11,550.00 (33 hours of court time multiplied by $350.00).[69] At oral argument, Plaintiff clarified that the disputed balance reflects the in-court time of consultant Dave Johnson who billed $500.00 per hour.

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[66] See Costs Opp'n at 28–29.

[67] *See* D.I. 426, Ex. 7. Defendants contend that there is no indication of where Dr. Bims transferred from or where he flew to upon departing from Philadelphia, a flight that cost three times more than his incoming flight from DFW. The Court is unpersuaded by this objection.

[68] Costs Opp'n at 29 (citing to D.I. 426, at 6 & *id.*, Ex. 9).

[69] *Id.*

Upon review of the supporting exhibit, the Court is satisfied with this explanation.[70] Plaintiff incurred a total of $103,276.71 in costs for trial technology and graphics support and appropriately reduced it to the in-court time of two consultants, one for graphics and one for presentation. Because the Court finds these expenses reasonable in this case, the Court awards the total requested costs of **$28,050.00**.

III. CONCLUSION

For the reasons explained above, Plaintiff is entitled to (1) damages in the amount of $12,800,000, (2) prejudgment interest at a simple interest rate of 5.25% from October 19, 2021 to May 27, 2025, (3) postjudgment interest at a simple interest rate of 9.5% from May 27, 2025 until the judgment is satisfied, and (4) costs and fees in the amount of $91,538.19. The parties shall confer on a form of order memorializing the rulings herein.

IT IS SO ORDERED.

Sheldon K. Rennie, Judge

cc: All parties via Lexis File&Serve Express

[70] *See* D.I. 426, Ex. 9, at 2–3.