

JACK P. DICANIO (SBN 138782)
Jack.DiCanio@skadden.com
EMILY A. HAFFNER (SBN 305512)
Emily.Haffner@skadden.com
CHRISTOPHER B. MCKINLEY (SBN 306087)
Christopher.mckinley@skadden.com
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
525 University Avenue
Palo Alto, California 94301-1908
Telephone: (650) 470-4500

MATTHEW E. SLOAN (SBN 165165)
Matthew.Sloan@skadden.com
SAMUEL CLARK-CLOUGH (SBN 345325)
Samuel.clark-clough@skadden.com
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
2000 Avenue of the Stars Suite 200N
Los Angeles, California 90067
Telephone: (213) 687-5000

Attorneys for Defendant,
Fujian Jinhua Integrated Circuit, Co., Ltd.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,
Plaintiff,

v.

UNITED MICROELECTRONICS
CORPORATION, *et al.*,
Defendants.

CASE NO.: 3:18-cv-6643 MMC

**FUJIAN JINHUA INTEGRATED
CIRCUIT, CO., LTD.'S NOTICE OF
MOTION, MOTION FOR SUMMARY
JUDGMENT, AND MEMORANDUM
OF POINTS AND AUTHORITIES**

Judge: Hon. Maxine M. Chesney
Courtroom: 7, 19th Floor
Hearing Date: July 18, 2025
Time: 9:00 a.m.

PUBLIC REDACTED VERSION

1 **TO PLAINTIFFS AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** at 9:00 a.m. on July 18, 2025 or as soon thereafter as the
3 matter may be heard, Defendant Fujian Jinhua Integrated Circuit, Co., Ltd. (“Jinhua”) will, and
4 hereby does, move for summary judgment on all claims set forth in Plaintiff United States’ operative
5 complaint against Jinhua, including summary adjudication that the United States is not entitled to
6 injunctive relief because in light of the settlement agreement between Jinhua and Micron Technology,
7 Inc. (“Micron”), it cannot demonstrate that Jinhua has acted or will act “without authorization” or
8 that the United States or the public at large will suffer future harm in the absence of such relief.

9 This Motion is based on this Notice of Motion and Motion, the Memorandum of Points and
10 Authorities in support thereof, the accompanying Declaration of Christopher B. McKinley, the
11 pleading and other papers on file herein, and such other evidence and argument as may be presented
12 to the Court.

13

14 DATED: May 30, 2025

SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP

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By: /s/ Jack P. DiCanio
 JACK P. DICANIO

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Attorney for Defendant,
Fujian Jinhua Integrated Circuit, Co., Ltd.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

After a multi-year investigation and a two-month trial, the government failed to prove that Jinhua conspired to steal, copy or obtain possession of Micron Technology, Inc.’s (“Micron”) alleged trade secrets in the criminal case. The government now tries again, by civil action, to enjoin Jinhua from the future importation or use of any DRAM technology that potentially contains those alleged trade secrets. The government’s claims are fatally flawed for several reasons, including because [REDACTED] [REDACTED] in the settlement agreement resolving Micron’s own civil action against Jinhua. Given that [REDACTED] [REDACTED] the government cannot show that Jinhua’s continued use, duplication, or distribution of its DRAM technology would be prohibited or “without authorization,” as required by 18 U.S.C. § 1836(a), even if the government could show *arguendo* that Jinhua’s DRAM technology contained Micron’s alleged trade secrets (which they do not). Accordingly, the Court should grant Jinhua’s motion for summary judgment and dispose of this matter once and for all.

The United States’ Complaint alleges that Jinhua conspired to commit economic espionage and theft of trade secrets, pursuant to 18 U.S.C. §§ 1831 and 1832, by stealing, copying or possessing Micron’s trade secrets “without authorization.” But the government’s claims are premised on the same core allegations that have already been exhaustively litigated and resolved—by a judgment of acquittal—in the criminal case. Further, after alleging that Jinhua conspired to misappropriate its DRAM technology, Micron settled all of its claims with Jinhua in December 2023 [REDACTED]

[REDACTED] The Settlement Agreement [REDACTED]

Ex. 1 (“Settlement Agreement” or “Agreement”), [REDACTED].¹ [REDACTED]
 [REDACTED] Because Micron [REDACTED]
 [REDACTED] the government
 cannot prove that Jinhua’s potential importation, copying, use, or possession of its DRAM would be
 “unauthorized” even if, arguendo, Jinhua’s DRAM technology contained Micron’s alleged trade
 secrets. As such, the Settlement Agreement eliminates the government’s grounds for relief.

The government’s case also fails for two additional independent but related reasons. First,
 [REDACTED] eliminates any ongoing dispute between Micron and Jinhua regarding the
 trade secrets at issue. This extinguishes the underlying basis—[REDACTED]
 [REDACTED]—for the government’s requested relief. This has the effect of moot[ing]
 the government’s case and depriving the court of Article III standing.

Second, the government’s claims also fail because it cannot demonstrate the threat of future
 harm required for injunctive relief. [REDACTED] there is no ongoing or future threat
 of unauthorized use of its trade secrets—[REDACTED]
 [REDACTED] Thus, the
 government cannot establish that there is any threat of future harm, let alone the future harm required
 to obtain injunctive relief.

The government’s case is built on claims that have been settled, [REDACTED]
 and allegations that have been rejected by this Court. The law demands finality, and the parties have
 achieved it. The Court should now grant summary judgment in Jinhua’s favor and bring this matter
 to a close.

II. PROCEDURAL HISTORY

A. Micron And The Government’s Actions Against Jinhua For Theft Of Trade Secrets

On December 5, 2017, Micron sued Jinhua, United Microelectronics Corporation (“UMC”),
 and other individuals (including former Micron and UMC executive Stephen Chen) for allegedly

¹ “Ex. 1” refers to the exhibits attached to the Declaration of Christopher B. McKinley filed concurrently herewith.

misappropriating Micron's trade secrets.² In the operative complaint, Micron alleged that Jinhua conspired with UMC to induce former Micron employees to steal and use without authorization trade secrets relating to Micron's DRAM technology to design and develop its own DRAM. Micron-Jinhua ECF 206-3 ¶¶ 23-62, 67-160. Micron's operative complaint asserted five Counts against Jinhua: (1) 18 U.S.C. § 1836(b) (trade secret misappropriation under the Defense of Trade Secret Act); (2) 18 U.S.C. § 1962(c) (Civil RICO); (3) 18 U.S.C. § 1962(d) (Civil RICO); (4) Cal. Civ. Code § 3426 (trade secret misappropriation under the California Uniform Trade Secrets Act); and (5) Idaho Code § 48-801 (trade secret misappropriation under the Idaho Trade Secrets Act). *Id.* ¶¶ 100-160.

On September 27, 2018, nine months after Micron filed its initial complaint, the United States filed a criminal indictment against Jinhua, UMC, Chen, and two former-Micron employees. *See U.S. v. United Microelectronics Corporation, et al.*, Case No. 3:18-cr-00465-MMC (N.D. Cal. filed Sep. 27, 2018) (the "Criminal Case"); Criminal ECF 1.³ The Indictment charged Jinhua with three Counts: (1) conspiracy to commit economic espionage in violation of 18 U.S.C. § 1831(a)(5); (2) conspiracy to commit theft of trade secrets in violation of § 1832(a)(5); and (3) economic espionage (receiving and possessing stolen trade secrets) in violation of § 1831(a)(3) and (2). Criminal ECF 1 at 5.

On November 1, 2018, days after indicting Jinhua in the Criminal Case, the United States filed the civil complaint at issue here against Jinhua, UMC, and Chen based on the same allegations in the Indictment. ECF 1. The Complaint in this case, the Indictment, and the Micron-Jinhua complaint contain materially similar allegations—namely, that Jinhua conspired with UMC and former Micron employees to steal and use, without authorization, Micron's trade secrets to design and develop DRAM. *Compare id.* ¶¶ 2-5, 11-40, with Criminal ECF 1 ¶¶ 1-34, and Micron-Jinhua ECF 206-3 ¶¶ 2-17, 67-99. Further, each charging document alleges that Micron's trade secrets

² *See Micron Technology, Inc. v. United Microelectronics Corporation, et al.*, Case No. 3:17-cv-6932-MMC, ECF 1 (N.D. Cal. filed Dec. 5, 2017) (the "Micron-Jinhua Case"). "Micron-Jinhua ECF" refers to the docket for the Micron-Jinhua Case. Jinhua asks the court to take judicial notice of the Micron Jinhua Case filings. *Reyn's Pasta Bella, LLC v. Visa USA, Inc.*, 442 F.3d 741, 746 n.6 (9th Cir. 2006) (court may take judicial notice of complaints and briefs filed in another case to determine what issues were before the court and actually litigated).

³ "Criminal ECF" refers to the docket for the Criminal Case. Unless otherwise noted, "ECF" refers to the docket for this case.

1 relate to its DRAM design and manufacturing technology. *See* ECF 1 ¶¶ 36a-h (alleging and
 2 describing Trade Secrets 1-8); Criminal ECF 1 ¶¶ 12a-h; Micron-Jinhua ECF 206-3 ¶¶ 47, 69, 73.

3 The government's Complaint here seeks only injunctive relief. ECF 1 ¶ 44. The government
 4 seeks to permanently enjoin Jinhua from using or conveying Micron's trade secrets, and specifically
 5 seeks:

6 [A]n order prohibiting Defendants from: (1) exporting, reexporting, causing
 7 the export of, attempting to export to the United States; selling or supplying,
 8 directly or indirectly to the United States; or causing the import into the
 9 United States of any products containing DRAM manufactured by Jinhua
 or UMC; or conducting any transaction that evades or avoids or has the
 purpose of evading or avoiding that prohibition; or (2) transferring or in any
 way conveying Trade Secrets 1-8 to any other individual or entity.

10 *Id.*

11 On July 29, 2019, Jinhua entered its initial appearance in this matter, and the government and
 12 Jinhua then filed a joint stipulation to extend the deadline for Jinhua to answer or otherwise respond
 13 to the Complaint until 30 days after resolution of the Criminal Case. ECF 34, 35. On July 30, 2019,
 14 the Court issued an order approving the stipulation. ECF 36.

15 **B. Micron And Jinhua Settle The Micron-Jinhua Case And Jointly Stipulate To**
 16 **Dismiss The Lawsuit**

17 On or about December 1, 2023, while the Criminal Case was still pending, Jinhua and Micron
 18 entered into a settlement agreement resolving the Micron-Jinhua Case. Ex. 1. Micron and Jinhua
 19 then jointly stipulated to dismiss the case with prejudice on December 22, 2023. Micron-Jinhua ECF
 20 279.⁴ In the Settlement Agreement, [REDACTED]

21 [REDACTED]
 22 [REDACTED]
 23 [REDACTED]

24 Under the Settlement Agreement, [REDACTED]
 25 [REDACTED]

26 _____
 27 ⁴ The Settlement Agreement also [REDACTED]
 28 [REDACTED]

On December 26, 2023, the Court granted the joint stipulation and dismissed the Micron-Jinhua Case with prejudice, effectively ending the dispute between the parties. Micron-Jinhua ECF 281.

C. This Court Found Jinhua Not Guilty On All Charges In The Criminal Case

The trial in the government’s Criminal Case against Jinhua commenced on February 28, 2022. Criminal ECF 366. On February 27, 2024—following two months of testimony and opening and closing statements, spanning almost two years of trial—this Court found Jinhua not guilty on all three Counts of the Indictment. Criminal ECF 652 (Verdict Transcript) at 5567. The next day, the Court issued a Judgment of Acquittal (“Acquittal”), resolving the Criminal Case against Jinhua. Criminal ECF 650.

D. The Government Continues To Seek Civil Injunctive Relief Despite The Acquittal in the Criminal Case And The Micron-Jinhua Settlement

Jinhua’s acquittal marked an inflexion point in this case. After the Court acquitted Jinhua, and Micron and Jinhua settled their global disputes, the government could have reasonably and justifiably dismissed the instant case with prejudice. Instead, the United States elected to continue pursuing injunctive relief against Jinhua for trade secret theft claims that have already been resolved and settled. *See* ECF 1 at 14.

III. STATEMENT OF UNDISPUTED MATERIAL FACTS

A. Jinhua And Micron Resolved Their Civil Suit By Settlement Agreement

1. On December 5, 2017, Micron sued Jinhua, UMC, Chen and others in this District for, among other things, misappropriating Micron's trade secrets and conspiring to do same. See Micron-Jinhua ECF 1 ¶¶ 45-91; see also Micron-Jinhua ECF 206-3 ¶¶ 2-17, 67-99 (alleging same in operative complaint).

2. In the Micron-Jinhua Case, Micron alleged that Jinhua conspired with UMC to induce former Micron employees to steal and use without authorization trade secrets relating to Micron's DRAM technology to design and develop their own DRAM. Micron-Jinhua ECF 206-3 ¶¶ 2-17, 67-99.

3. On September 27, 2018, the United States filed an Indictment against Jinhua, UMC, former UMC and Micron executive and former Jinhua President Stephen Chen ("Chen"), and two former UMC engineers—J.T. Ho ("Ho") and Kenny Wang ("Wang"). Criminal ECF 1 at 1-14.

4. Alleging that Jinhua conspired with UMC and two former Micron employees, Ho and Wang, to steal Micron's trade secrets, the Indictment charged Jinhua with three Counts: (1) conspiracy to commit economic espionage in violation of 18 U.S.C. § 1831(a)(5); (2) conspiracy to commit theft of trade secrets in violation of § 1832(a)(5); and (3) economic espionage (receiving and possessing stolen trade secrets) in violation of §§ 1831(a)(3) and (2). Criminal ECF 1 at 5.

5. On or about December 1, 2023, while the Criminal Case was pending, Jinhua and Micron entered into a settlement agreement, resolving the disputes at issue in the Micron-Jinhua Case. Ex. 1.

6. The Agreement provides that [REDACTED]

7. Under the Agreement, [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. The Settlement Agreement provides [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. Pursuant to the Settlement Agreement, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. The Agreement provides [REDACTED]

11. [REDACTED]

12. [REDACTED]

B. The Court Found Jinhua Not Guilty Of All Charges Relating To Misappropriating Micron's Trade Secrets

13. The Court acquitted Jinhua of all the offenses charged against Jinhua in the indictment. Criminal Case ECF 652 (Verdict Transcript) at 5567:3-9 (“So, accordingly, although a great deal of evidence was presented and I spent a lot of time reviewing it, putting it together, taking it apart, and just giving it the greatest attention, the Court cannot say that Jinhua’s guilt as to any of the charged offenses has been proved beyond a reasonable doubt. Consequently, as to all counts, the Court finds Jinhua not guilty.”).

14. On February 28, 2024, the Court entered a Judgement of Acquittal, finding Jinhua not guilty on all charges. Criminal ECF 650.

IV. LEGAL STANDARDS

A. Summary Judgment

Summary judgment in the movant’s favor “is appropriate if no genuine issue of material fact exists and the mov[ant] is entitled to judgment as a matter of law.” *Sumitomo Mitsubishi Silicon Corp. v. MEMC Elec. Materials, Inc.*, 2007 WL 2318903, at *4 (N.D. Cal. Aug. 13, 2007), *aff’d*, 301 F. App’x 959 (Fed. Cir. 2008); *see* Fed. R. Civ. P. 56(a). The moving party “bears the initial burden of demonstrating the absence of any genuine issue of material fact.” *Sumitomo Mitsubishi*, 2007 WL 2318903, at *4. “An issue is ‘genuine’ if the evidence is such that a reasonable jury could

1 return a verdict for the non-moving party. An issue is ‘material’ if its resolution could affect the
 2 outcome of the action.” *Id.* (citations omitted); see *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242,
 3 248 (1986).

4 Once the movant meets its initial burden, the burden shifts to the non-moving party “to set
 5 forth specific facts showing there is a genuine issue for trial.” *Sumitomo Mitsubishi*, 2007 WL
 6 2318903, at *5. The non-moving party “cannot merely rely on the pleadings”; rather, it “must present
 7 specific and supported material facts, of significant probative value, to preclude summary judgment.”
 8 *Id.* It must “identify[] with reasonable particularity the evidence that precludes summary judgment.”
 9 *Id.* Failure to do so allows the Court to “properly grant summary judgment in favor of the mov[ant].”
 10 *Id.*

11 Courts “may grant summary judgment motions touching upon contract interpretation when
 12 the agreement is unambiguous . . . [and a]mbiguity is a question of law for the court.” *S. California*
 13 *Gas Co. v. City of Santa Ana*, 336 F.3d 885, 888-89 (9th Cir. 2003) (citations omitted).

14 **B. Contract Interpretation**

15 “The construction and enforcement of settlement agreements are governed by principles of
 16 local law which apply to interpretation of contracts generally.” *United Com. Ins. Serv., Inc. v.*
 17 *Paymaster Corp.*, 962 F.2d 853, 856 (9th Cir. 1992) (citing *Jeff D. v. Andrus*, 899 F.2d 753, 759 (9th
 18 Cir. 1989)). “This is true even though the underlying cause of action is federal.” *Id.* Here, the
 19 applicable local law to interpret the Settlement Agreement is [REDACTED] because the Settlement
 20 Agreement states that it “will be governed and construed in accordance with the laws of [REDACTED]

21 [REDACTED] Ex. 1 [REDACTED]
 22 [REDACTED]

23 “[M]any principles of contract interpretation under [REDACTED] will be familiar to legal
 24 practitioners in California.” *Translarity, Inc. v. Grand Junction Semiconductor PTE. Ltd.*, 2024 WL
 25 4634059, at *6 (N.D. Cal. Oct. 29, 2024) (quoting *Saw v. Avago Techs. Ltd.*, 51 Cal. App. 5th 1102,
 26 1109 (2020)), *mot. to certify appeal denied*, 2025 WL 107866 (Jan. 15, 2025). Under [REDACTED]
 27 [REDACTED] courts “must examine the contract as a whole and should avoid ‘a construction which
 28 leads to very unreasonable results . . . unless it is required by clear words and there is no other tenable

construction.” *Avago Techs.*, 51 Cal. App. 5th at 1110 ([REDACTED]). “Where the text is ‘plain and unambiguous inasmuch as it admits of one clear meaning,’ and ‘there is nothing . . . in the context which militates against what is the plain language of the text itself,’ the unambiguous meaning controls.” *Translarity*, 2024 WL 4634059, at *6 (quoting *Avago Techs.*, 51 Cal. App. 5th at 1109) ([REDACTED]). “In short, ‘the court must ascertain, based on all the relevant objective evidence, the intention of the parties at the time they entered into the contract.’” *Avago Techs.*, 51 Cal. App. 5th at 1110 (citation omitted).

V. ARGUMENT

A. The Settlement Agreement [REDACTED] Thus Voiding The Government’s Claims That Jinhua’s Alleged Use Or Potential Future Use Of Micron’s Trade Secrets Is “Without Authorization”

The government’s action for injunctive relief is barred by the broad prospective release in the Settlement Agreement. The government seeks relief through Section 1836(a), which authorizes the United States to “obtain appropriate injunctive relief against any violation” of Sections 1831 (Economic Espionage) or 1832 (Theft of Trade Secrets) of Title 18. 18 U.S.C. § 1836(a). However, Sections 1831 and 1832, *only* prohibit taking, receiving, copying or using another’s trade secrets “*without authorization.*” See 18 U.S.C. § 1831(a)(1)-(3) (emphasis added) (“Whoever . . . knowingly (1) steals, or *without authorization* appropriates . . . ; (2) *without authorization* copies, duplicates, sketches . . . , or conveys a trade secret . . . ; [or] (3) receives, buys, or possess a trade secret . . . *without authorization* . . . shall . . . be fined . . . or imprisoned” (emphasis added)); 18 U.S.C. § 1832(a)(1)-(3) (same). [REDACTED]

[REDACTED] the Settlement Agreement extinguishes Micron’s *and* the government’s ability to prohibit Jinhua’s prospective use of the Micron trade secrets at issue because Jinhua’s potential use would not be “without [Micron’s] authorization.”

Micron and Jinhua executed the Settlement Agreement to resolve all of their outstanding civil disputes. See Ex. 1 at [REDACTED]

[REDACTED] To further this objective,

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED] [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED] *see also Augustine Med., Inc. v. Progressive Dynamics, Inc.*,
18 194 F.3d 1367, 1372-73 (Fed. Cir. 1999) (finding release was prospective and covered future patent
19 _____
20 5 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 infringement claims when plaintiff released defendant for losses that plaintiff “might have . . . in any
2 way pertaining to . . . [unfair competition claims] referred to” in the settlement agreement). [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED] covers “injunctive” relief, which is the only relief that the government seeks
7 here (and the only relief that Section 1836(a) authorizes the government to seek).⁶ [REDACTED]

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 _____
23 ⁶ Section 1836(a) provides in full that “The Attorney General *may*, in a civil action, obtain
24 *appropriate injunctive relief* against any violation of this chapter.” 18 U.S.C. § 1836(a) (emphasis
added). It does not allow the government to obtain damages or any other remedies.

25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

(cont'd)

1 In sum, even if the government could *arguendo* prove that Jinhua’s DRAM products
 2 contained Micron’s trade secrets (despite this Court’s findings of fact and acquittal of Jinhua in the
 3 Criminal Case), Jinhua is entitled to summary judgment because the government cannot prove that
 4 Jinhua’s potential future use of such DRAM technology would be unauthorized—or “without
 5 authorization,” pursuant to Section 1836(a)—[REDACTED]

6 **B. The Government Lacks Standing Because There Is No Actual Case Or**
 7 **Controversy Regarding Jinhua’s Potential Future Use Of Micron’s Trade**
 8 **Secrets**

9 The government’s claim for injunctive relief also fails because, [REDACTED]
 10 there is no actual case or controversy, which Article III standing requires. *See City of Los Angeles*
 11 *v. Lyons*, 461 U.S. 95, 101 (1983) (“It goes without saying that those who seek to invoke the
 12 jurisdiction of the federal courts must satisfy the threshold requirement imposed by Article III of the
 13 Constitution by alleging an actual case or controversy.”). “Article III requires that a live controversy
 14 persist throughout all stages of the litigation. Where this condition is not met, the case has become
 15 moot, and its resolution is no longer within our constitutional purview.” *Gator.com Corp. v. L.L.*
 16 *Bean, Inc.*, 398 F.3d 1125, 1128-29 (9th Cir. 2005) (citation omitted). Changed circumstances during
 17 a litigation can resolve a live case or controversy, rendering claims moot. *See id.* at 1129 (finding
 18 courts must consider “whether changes in the circumstances that prevailed at the beginning of
 19 litigation have forestalled any occasion for meaningful relief”). The *Gator* case is instructive here.

20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]
 23 [REDACTED]
 24 [REDACTED]
 25 [REDACTED]
 26 [REDACTED]
 27 [REDACTED]
 28 [REDACTED]

1 In that matter, the plaintiff, Gator, sought a declaratory judgment that its act of placing pop-ups ads
 2 on the defendant L.L. Bean's website did not infringe L.L. Bean's trademarks. *Id.* at 1127. L.L.
 3 Bean moved to dismiss for lack of personal jurisdiction, which the district court granted, and Gator
 4 appealed to the Ninth Circuit. *Id.* at 1128. While on appeal, the parties entered a settlement
 5 agreement, pursuant to which Gator agreed to discontinue placing pop-ups on L.L. Bean's website
 6 in exchange for L.L. Bean releasing its trademark infringement and related claims against Gator. *Id.*
 7 Despite the parties' settlement, they still wanted the court to decide the appeal, but the Ninth Circuit
 8 held that the settlement mooted the case and controversy because Gator no longer performed the
 9 potentially infringing conduct. *Id.* at 1131 ("Because the parties' settlement agreement has wholly
 10 eviscerated the dispute that prompted Gator to initiate this suit, Gator's request for declaratory relief
 11 no longer gives rise to a live case or controversy.").

12 Here, as in *Gator*, Micron and Jinhua entered into the Settlement Agreement, wherein
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED] This "wholly
 16 eviscerated the dispute that prompted" the government's request for injunctive relief under 18 U.S.C.
 17 § 1836(a). *See id.* at 1131. Even if, purely for the sake of argument, all of Jinhua's DRAM was
 18 derived from the allegedly stolen Micron trade secrets, there is no live case or controversy as to
 19 Jinhua's potential future use of those trade secrets because of [REDACTED] Furthermore,
 20 when seeking injunctions, past harms by themselves do not suffice. *See Lyons*, 461 U.S. at 102
 21 (holding that "past [misconduct] does not itself show a present case or controversy regarding
 22 injunctive relief . . . if unaccompanied by any continuing, present adverse effects" (ellipsis in original)
 23 (citation omitted)). For instance, in *Lyons*, the court found no actual case or controversy when the
 24 plaintiff sought to enjoin the Los Angeles police department from employing chokeholds after the
 25 plaintiff was, without provocation or resistance, choked unconscious by police during a routine
 26 traffic stop. *Id.* at 97-98. The court reasoned that even though the plaintiff may have been illegally
 27 choked, there was no real and immediate threat of reoccurrence; the threat of future harm was too
 28 speculative to constitute an actual case or controversy. *Id.* at 105-06. Likewise, here, as in *Lyons*,

1 there is no threat of future harm because [REDACTED]

2 [REDACTED] Accordingly, the Settlement Agreement mooted any live
3 case and controversy that may have existed when the government originally filed the case in 2018.

4 Viewed another way, the government's request for injunctive relief also fails because it is
5 wholly dependent on and derived from Micron's right to exclude others from using its alleged trade
6 secrets. The government is, in effect, stepping into Micron's shoes, standing in its place as an
7 aggrieved party. [REDACTED] Thus, the
8 underlying basis for the government's request is extinguished. [REDACTED]

9 [REDACTED]
10 [REDACTED]
11 [REDACTED] the government lacks any basis to recover or seek a remedy for claims resulting
12 from Jinhua's potential future use of Micron's trade secrets.

13 C. **Jinhua Is Entitled To Summary Judgment Because The Government Cannot**
14 **Prove That It Will Suffer Future Harm**

15 Finally, Jinhua is entitled to summary adjudication in light of [REDACTED]—for
16 past, present, and future damages and equitable relief—because the government cannot prove that
17 Jinhua poses a risk of recurring violations or future harm to Micron or the government. “A district
18 court cannot issue an injunction unless ‘there exists some cognizable danger of recurrent violation.’”
19 *United States v. Laerdal Mfg. Corp.*, 73 F.3d 852, 854 (9th Cir. 1995) (citation omitted). “By its
20 nature, injunctive relief is prospective.” *Hynix Semiconductor Inc. v. Rambus Inc.*, 609 F. Supp. 2d
21 951, 968 (N.D. Cal. 2009). Where there is “no showing of any real or immediate threat that the
22 plaintiff will be wronged again,” there is no threat of future harm and injunctive relief is not
23 warranted. *Id.* (quoting *Lyons*, 461 U.S. at 111); *see also OTR Wheel Eng'g, Inc. v. W. Worldwide*
24 *Servs., Inc.*, 817 F. App'x 443, 445 (9th Cir. 2020) (holding that granting of injunction requires some
25 “cognizable danger of recurrent violation”). “In other words, an injunction may deter future harm,
26 but it may not punish [past harm].” *Hynix*, 609 F. Supp. 2d at 969; *see Amstar Corp. v. Envirotech*
27 *Corp.*, 823 F.2d 1538, 1549 (Fed. Cir. 1987) (noting the “historic injunctive process was designed to
28 deter, not to punish” (citation omitted)).

When future use of another’s intellectual property (“IP”) is authorized—or, at the very least, —there is, by definition, no threat of future harm. This is magnified here because [REDACTED] [REDACTED] The Federal Circuit’s decision in *Innogenetics, N.V. v. Abbott Laboratories*, 512 F.3d 1363 (Fed. Cir. 2008), is instructive here. In *Innogenetics*, a patent owner in a winning infringement suit was awarded both a damages award and a permanent injunction by the court. *Id.* at 1380. Because the damages award included both (1) a market entry fee, and (2) a running royalty fee for future sales of the infringing product, however, the Federal Circuit held that the permanent injunction was improper as the damages award compensated the patent owner for future use of its patents. *Id.* (holding that harm does not result from future sales of infringing products when “a patentee requests and receives such compensation” for it). The Federal Circuit viewed the compensation as a “compulsory license,” and vacated the permanent injunction because the patentee could not show it would suffer future harm. *Id.* at 1380-81.

Similarly, in *Perrin Bernard Supowitz, LLC v. Morales*, the plaintiff sought to enjoin former employee defendants from using trade secrets relating to customer order history data in defendants’ newly formed competitor company. 2023 WL 1415572, at *14 (C.D. Cal. Jan. 31, 2023), *aff’d*, 2024 WL 411714 (9th Cir. Feb. 5, 2024). But the defendants countered that the data was outdated due to rapid price changes, so they had no intentions of using it. *Id.* The court found that the threat of future use was too speculative to “conclude that there is any ‘real or immediate threat’ of continued trade secret misappropriation.” *Id.* (quoting *Hynix*, 609 F. Supp. 2d at 968). The court reasoned that “[a]ny misappropriation of IFS order history data happened in the past, and the mere fact that its effects continue into the future does not entitle IFS to a trade secret injunction regarding prior misappropriation.” *Supowitz*, 2023 WL 1415572, at *14.

Here, [REDACTED] [REDACTED] the United States cannot prove that the government—or the public at large—will suffer future harm even if, for the sake of argument, Jinhua were to use Micron’s alleged trade secrets. As in *Innogenetics*, there is no threat of future injury to Micron (or, by proxy, the government) because [REDACTED]

1 [REDACTED]
 2 [REDACTED] *See Innogenetics*, F.3d 1363 at 1380 (“When a patentee requests
 3 and receives such compensation [for future use of the invention], it cannot be heard to complain [of
 4 harm] by future sales.”). [REDACTED]

5 [REDACTED]
 6 [REDACTED] While the government was not a party to,
 7 and is not bound by, the Settlement Agreement, [REDACTED]

8 [REDACTED] *See Hynix*, 609 F. Supp.
 9 2d at 968. As in *Supowitz*, where there was no threat of unauthorized future use, any
 10 “misappropriation of [Micron’s Trade Secrets, if any,] happened in the past, and the mere fact that
 11 its effects continue into the future does not entitle [the government] to a trade secret injunction
 12 regarding prior misappropriation.” *Supowitz*, 2023 WL 1415572, at *14.⁹

13 Thus, the United States cannot establish entitlement to injunctive relief because it cannot show
 14 a threat of recurring violations or future injury. Even if the government could, *arguendo*, prove that
 15 Jinhua violated 18 U.S.C. §§ 1831 and 1832 in the past—despite this Court’s well-reasoned findings
 16 to the contrary in the Criminal Case—[REDACTED]

17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED] *See, e.g., Hynix Semiconductor*, 609 F. Supp. 2d at 968-69

20 _____
 21 ⁹ As in *Supowitz*, the trade secret information at issue here—Micron’s lagging-edge DRAM
 22 technology—is outdated and has limited commercial value, further negating the need for any future
 23 injunctive relief. *See, e.g., Respironics, Inc. v. Invacare Corp.*, 2008 WL 111983, at *6 (W.D. Pa.
 24 Jan. 8, 2008)(“[W]here the device found to be infringing is no longer on the market, has never been
 25 on the market, and was last displayed more than four years ago, general statements regarding
 26 innovation do not support entry of a permanent injunction.”) Here, Micron’s alleged trade secrets
 27 were already two nodes behind the leading-edge DRAM technology when they were allegedly stolen
 28 in 2015. A decade later, they are even less relevant than before. The Court acknowledged this much
 when rendering its verdict, stating that Jinhua’s technical expert Dr. Woodward Yang credibly
 testified that “the leading-edge DRAM at the time was 18-nanometer, meaning that the 25-nanometer
 UMC planned to and did develop for Jinhua was really two generations behind the leading-edge
 DRAM. So it wasn’t top of the line.” Criminal Case ECF 652 at 5559:7-10. This is yet another
 reason why injunctive relief is unwarranted here. *See, e.g., Microstrategy, Inc. v. Business Objects*,
S.A., 661 F. Supp. 2d 548, 555 (E.D. Va. 2009) (finding that where products referenced in
 competitive recipe had not been on the market for over half a decade, and the market for these
 products was constantly changing, court would no longer consider the recipe to be a trade secret).

(holding that an injunction was unwarranted where a party was already “awarded full compensation for the making and using of . . . infringing devices”). This is because the threat of future harm to Micron or the government no longer remains. *Id.*; see also *Innogenetics*, 512 F.3d at 1380.

Accordingly, Jinhua is entitled to summary judgment because the government cannot show that Jinhua’s alleged current and future use of Micron’s Trade Secrets, if any, is “without authorization,” as required by Section 1836(a); that the government has standing to pursue its claims, given the absence of any live “case or controversy” about Jinhua’s potential use of the trade secrets at issue; or that the government (or the public at large) would suffer any future harm from the failure to grant injunctive relief [REDACTED]

[REDACTED]¹⁰

CONCLUSION

For the foregoing reasons, Jinhua respectfully requests that the Court grant its motion for summary judgment and dispose of the United States’ action for injunctive relief.

DATED: May 30, 2025

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: /s/ Jack P. DiCanio
JACK P. DICANIO

Attorney for Defendant,
Fujian Jinhua Integrated Circuit, Co., Ltd.

¹⁰ Lastly, as Jinhua argued in its motion to dismiss (ECF 74 at 15-16), the government’s request for a permanent injunction under Section 1836(a) is punitive rather than remedial in nature, and is thus barred by the Double Jeopardy Clause. Although Section 1836(a) purports to seek only civil relief, the injunction sought by the government is so broad and sweeping—permanently barring Jinhua from the U.S. DRAM market regardless of whether its products actually contained Micron’s trade secrets—that it is inherently punitive in nature as applied. The punitive nature is magnified because Micron has already received considerable compensation as consideration for the release. Therefore, the government’s actions should be viewed as seeking to punish Jinhua a second time after Jinhua was acquitted in the criminal case, which the Double Jeopardy Clause prohibits.