

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

RPX CORPORATION,
Petitioner,

v.

APPLICATIONS IN INTERNET TIME, LLC,
Patent Owner.

Case IPR2015-01750
Patent 8,484,111 B2

Case IPR2015-01751
Case IPR2015-01752
Patent 7,356,482 B2¹

Before LYNNE E. PETTIGREW, MITCHELL G. WEATHERLY, and
JENNIFER MEYER CHAGNON, *Administrative Patent Judges*.

CHAGNON, *Administrative Patent Judge*.

ORDER
Petitioner's Motion for Sanctions
37 C.F.R. §§ 42.5, 42.12

¹ This order addresses issues common to all cases; therefore, we issue a single order to be entered in each case.

I. INTRODUCTION

As authorized by the Board in an order mailed December 4, 2015 (Paper 23²), Petitioner, RPX Corporation (“RPX”), filed a Motion for Sanctions against Patent Owner, Applications In Internet Time, LLC (“AIT”). Paper 34 (“Mot.”); Paper 32 (redacted version). RPX requested authorization to file the Motion because of alleged violations of the Protective Order. *See* Paper 23, 3–4. AIT filed an Opposition to RPX’s Motion. Paper 40 (“Opp.”); Paper 48 (redacted version). For the reasons set forth below, RPX’s Motion is *granted-in-part*.

II. ANALYSIS

The “Board may impose a sanction against a party for misconduct.” 37 C.F.R. § 42.12(a); *see* 35 U.S.C. § 316(a)(6). The Rules of Trial Practice provide for various sanctions, as set forth in 37 C.F.R. § 42.12(b). As the party offering the Motion, the burden is on RPX to persuade the Board that sanctions are warranted. *See* 37 C.F.R. § 42.20(c). In general, a motion for sanctions should address three factors: (i) whether a party has performed conduct that warrants sanctions; (ii) whether the moving party has suffered harm from that conduct; and (iii) whether the sanctions requested are proportionate to the harm suffered by the moving party. *See Square, Inc. v. Think Comput. Corp.*, Case CBM2014-00159, slip op. at 2 (PTAB Nov. 27, 2015) (Paper 48) (citing *Ecclesiastes 9:10-11-12, Inc. v. LMC Holding Co.*, 497 F.3d 1135, 1143 (10th Cir. 2007)). In considering RPX’s motion, we address each of these factors in turn.

² The relevant papers filed in each of the three cases are identical. Citations are to the papers filed in IPR2015-01750 for convenience.

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A. AIT's Conduct Is a Breach of the Protective Order

RPX asserts that AIT “repeatedly breached its agreement to comply with the default protective order (PO).” Mot. 1. We note that, although a protective order had not yet been entered in these proceedings at the time of the alleged violation thereof by AIT, *see* Opp. 1, the parties were operating with the understanding that the Standing Default Protective Order set forth in the Trial Practice Guide applied to these proceedings. *See* Paper 23, 3 n.3; Ex. 1027 (email dated October 29, 2015, attaching acknowledgement of Default Protective Order signed by AIT’s counsel-of-record, Mr. Steven C. Sereboff³).

RPX asserts that when counsel reviewed AIT’s Preliminary Response filed in IPR2015-01750 on November 27, 2015, “it learned for the first time that its confidential information had been shared with Messrs. Sturgeon, Boebel and Knuettel.” Mot. 2; *see* Papers 14–16 (acknowledgments of the protective order signed by Messrs. Sturgeon, Boebel, and Knuettel, filed with AIT’s Preliminary Response). At that time, RPX asked AIT, via email, to identify for each of Messrs. Sturgeon, Boebel, and Knuettel which provision of §§ 2(A)–2(G) of the default Protective Order authorized access to RPX’s confidential information. Mot. 3 (citing Ex. 1031 (email dated Nov. 28, 2015, from Mr. Richard F. Giunta)). In response, AIT asserted that (i) Mr. Sturgeon is president of AIT and, as such, qualifies as a “party” under the Protective Order, (ii) Mr. Boebel is AIT’s counsel in the district

³ Mr. Sereboff has since withdrawn as counsel in these proceedings. *See* Paper 25 (motion to withdraw and substitute counsel); Paper 43 (granting motion).

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court litigation involving the challenged patents,⁴ and (iii) Mr. Knuettel is “an advisor to AIT regarding the IPRs.” *See id.* (citing Ex. 1033 (email dated Nov. 29, 2015, from Mr. Sereboff)). We understand AIT’s position to be that Mr. Sturgeon falls under § 2(A) of the Protective Order (which covers “Parties”) and that Messrs. Boebel and Knuettel fall under § 2(E) of the Protective Order (which covers “Other Employees of a Party”). *See id.* (citing Ex. 1033); *see also* Opp. 11 (stating “[i]n hindsight, Patent Owner should have asked Petitioner in advance about the 2(e) parties”).

AIT argues that a Motion for Sanctions is premature because no protective order had been entered and no motion to seal had been granted.⁵ Opp. 1. As noted by a previous panel of the Board, “[t]he need to promote respect for, and meticulous observance of protective orders, and to deter others from similar conduct remains an important objective.” *Intri-Plex Techs., Inc. v. Saint-Gobain Performance Plastics Rencol Ltd.*, Case IPR2014-00309, slip op. at 6 (PTAB Mar. 30, 2015) (Paper 84) (citing *Lunareye, Inc. v. Gordon Howard Assocs., Inc.*, No. 9-13-CV-91, 2015 WL 680452, at *3 (E.D. Tex. Feb. 2, 2015)). “Complete good faith compliance with protective orders is essential to modern discovery practices and counsel must temper their zeal in representing their clients with their overreaching duty as officers of the court.” *Id.* (quoting *Lunareye*, 2015 WL 680452, at *3). We are not persuaded by AIT’s argument that any conduct constituting a breach of the Protective Order should be excused simply

⁴ *Applications in Internet Time LLC v. Salesforce.com, Inc.*, No. 3:13-cv-00628 (D. Nev.) (“Salesforce litigation”).

⁵ Since the filing of AIT’s Opposition, the Default Protective Order was entered in these proceedings. Paper 50; Exhibit 1017. Each of the pending Motions to Seal also has since been decided. *See* Paper 53.

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because the Protective Order had not yet been entered, particularly because the parties were operating with the understanding that a Protective Order was in place. *See* Paper 23, 3 n.3; Ex. 1027.

AIT also argues that the “purported confidential information does not merit a confidential designation.” Opp. 9–11. We already considered this argument in our decision on the Motions to Seal, and determined that the information at issue was properly labeled as confidential. *See* Paper 53. Further, at the time of the disclosure, the information at issue was designated as confidential by RPX under the Protective Order. AIT had an obligation under the Protective Order to keep the information confidential, even if it disagreed with its designation as such.

There is no dispute that at least some of RPX’s confidential information was shared with Messrs. Sturgeon, Boebel, and Knuettel. *See* Mot. 2 (citing Ex. 1031), 6 (citing Ex. 1040; Ex. 1041), 7–9 (citing Ex. 1039; Ex. 1040); Opp. 2–4, 11–12; Paper 23. The question remains whether such disclosure was a violation of the Protective Order. Mr. Boebel is AIT’s counsel in the Salesforce litigation, to which RPX is not a party. Mot. 8 (citing Ex. 1044). Mr. Knuettel is the CFO of Marathon Patents (“the #3 [non-practicing entity ‘NPE’] by volume in 2014”). Mot. 8 (citing Ex. 1045). Thus, Messrs. Boebel and Knuettel do not fall under any category set forth in § 2 of the Protective Order other than § 2(E), which covers “[e]mployees, consultants or other persons performing work for a party, other than in-house counsel and in-house counsel’s support staff.” Ex. 1017 § 2(E). Section 2(E) further states that such persons “shall be extended access to confidential information *only upon agreement of the parties or by order of the Board.*” *Id.* (emphasis added). AIT did not

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receive such agreement or order before disclosing information designated as confidential with Messrs. Boebel and Knuettel. Mot. 3–4, 7–8. Those disclosures, therefore, violated § 2(E) of the Protective Order. *See id.*

There is a dispute as to whether Mr. Sturgeon, as the president of AIT, falls under § 2(A) of the Protective Order, which allows disclosure to “Parties,” or under § 2(E). *See* Mot. 8–9; Opp. 3–4. Because this Order revises the Protective Order in these proceedings (details discussed below), we decline to interpret § 2(A) of the default Protective Order on the question of whether Mr. Sturgeon, as the President of AIT, falls within the scope of a “Party” under § 2(A) of the Board’s default Protective Order.

In its Motion, RPX asserts other breaches of the Protective Order and our rules, including, among other things, withdrawing counsel in violation of 37 C.F.R. § 42.10, failing to comply with its service obligations, and requesting sanctions in its Preliminary Response in violation of 37 C.F.R. § 42.20(b). Mot. 13. We have considered this additional information in rendering this decision, and in determining the appropriate sanctions, as part of a pattern of conduct of AIT’s counsel surrounding the improper disclosure of RPX’s confidential information.

B. Harm to RPX

According to RPX, its “core business deals with NPE litigation.” Mot. 8. RPX further asserts that “[d]isclosure to [Messrs.] Boebel and Knuettel was egregious given their regular involvement in NPE litigations. Boebel is AIT’s counsel in the Salesforce litigation and often represents NPEs in litigation, while Knuettel is the CFO of Marathon Patents, the #3 NPE by volume in 2014 (over 100 litigations filed), with expertise in financing litigations.” *Id.* (citing Ex. 1044–1045; Ex. 1049, 30). RPX

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further asserts that it “never would have consented to these disclosures,” *id.*, and that, given their involvement in NPE litigations, Messrs. Boebel and Knuettel could improperly use this information to cause harm to RPX’s business, *id.* at 11, 15. RPX alleges also that it has been “harmed by the time and expense incurred in addressing the breaches.” *Id.* at 12.

AIT argues that RPX has suffered no harm. *See* Opp. 2, 8. According to AIT, “Petitioner does not allege any financial or competitive damage. Nor does Petitioner allege that Salesforce suffered any harm.” *Id.* at 8.

Based on the facts presented in this case, we are persuaded that RPX has suffered harm, at least in the disclosure of its confidential information to Messrs. Boebel and Knuettel, who are neither employees of AIT, nor involved in these *inter partes* review proceedings. Further, both Messrs. Boebel and Knuettel work on behalf of NPEs, and RPX’s “core business” involves assisting its clients in defending themselves against assertions of patent rights by NPEs. Mot. 8. We also are persuaded that RPX has suffered harm to the extent that it had to expend time and money enforcing clear terms of the Protective Order that AIT should have been following without RPX’s efforts.

C. RPX’s Requested Sanctions

RPX “seeks sanctions to (1) compel AIT to identify the scope of the breach; (2) protect RPX’s confidential information going forward; and (3) compensate RPX for significant expense incurred in addressing AIT’s violations.” Mot. 1; *see id.* at 14. In particular, RPX seeks (1) declarations from Messrs. Sturgeon, Boebel, and Knuettel more clearly identifying the scope of the breach; (2) entry of a revised protective order; and

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(3) attorneys' fees incurred in connection with the breach. *Id.* at 14–15.

We address each of these proposed sanctions in turn.

1. *Declarations*

We previously ordered AIT to provide declarations from Messrs. Boebel and Knuettel “regarding the specific extent of Petitioner’s confidential information to which they were provided access.” Paper 23, 5. AIT provided declarations (Ex. 1040; Ex. 1041); RPX, however, asserts that they are “deficient,” Mot. 9, and that “[t]he scope of the breaches remains unclear because AIT failed to provide the information necessary to comply with the Board’s Order,” *id.* at 1 (citing Paper 23).

According to RPX, the provided declarations are ambiguous as to the scope of the disclosure, and in particular “fail to identify the specific RPX confidential information provided to these individuals.” *Id.* at 9–10. RPX further argues that “Counsel’s representation [as to the scope of disclosure] is not what the Board ordered.” *Id.* at 10. RPX further asserts that, while RPX originally requested declarations only from Messrs. Boebel and Knuettel, based on representations made in Mr. Boebel’s declaration, RPX now also seeks a declaration regarding the extent of disclosure to Mr. Sturgeon. *Id.* at 8–10.

RPX, therefore, requests we require AIT to “provide declarations from all three unauthorized individuals (Boebel, Knuettel and Sturgeon) that provide complete and unqualified explanations of all RPX confidential information they were exposed to via any means (documents, oral or otherwise), swear that the declarant has destroyed that information and any

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copies, explain any uses of that information to date, and swear to not use it for any purpose going forward.”⁶ *Id.* at 14.

AIT asserts that additional declarations are unnecessary because the “declarants [Messrs. Boebel and Knuettel] unequivocally confirmed that they saw *only* a draft of the Patent Owner’s Preliminary Response (‘POPR’),” with one declarant, Mr. Boebel, “separately confirming he saw a .pdf ‘timeline.’” Opp. 2 (citing Ex. 1040 ¶¶ 4–9; Ex. 1041 ¶¶ 4–7; Ex. 2027, 2 (¶ 1)) & n.2 (citing Ex. 1040 ¶ 4). AIT further argues that “had either individual received access to any other confidential information, one or both would have so declared,” *id.* (citing Ex. 2027, 1 (¶ 1)), and that “Patent Owner unequivocally confirmed to Petitioner that for all ‘information identified by Petitioner as confidential, the same information appears in the POPR as filed,’” *id.* (citing Ex. 2027, 2 (¶ 2)).

We agree with RPX that the declarations are somewhat ambiguous and should be more specific as to the complete scope of the access to RPX’s confidential information by each individual. We determine additional declarations are necessary, both to clarify the scope of the disclosure of RPX’s confidential information and to comply with our prior Order (Paper 23) that AIT provide *declarations*, rather than statements of counsel in email or other papers filed with the Board. Accordingly, AIT shall

⁶ While we recognize that this is not one of the specific types of sanctions authorized under 37 C.F.R. § 42.12(b), we nonetheless exercise our discretion and consider RPX’s motion. *See* 37 C.F.R. § 42.5.

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provide amended declarations from Messrs. Boebel and Knuettel, as well as a declaration from Mr. Sturgeon.⁷

Each declaration must include an express statement that the confidential information described in the declaration was, in fact, the only confidential information to which the individual was exposed *by any means* (documents, oral, or otherwise), *at any time*. If necessary, the previous declarations also must be updated to include any additional confidential materials and/or information to which the declarant was provided access by any means. We further determine that based on the particular circumstances of these proceedings, each of the declarants shall certify that the declarant has destroyed any physical record of that information and any copies, explain any uses of that information to date, and agree to not use it for any purpose going forward. Accordingly, AIT shall provide declarations that meet these requirements.

We agree with RPX's assertion that "Counsel's representation [as to the scope of disclosure] is not what the Board ordered." Mot. 10. While we assume the statements of AIT's counsel regarding the scope of access of RPX's confidential information are accurate, *see* 37 C.F.R. § 42.11 (setting forth duty of candor and good faith during a proceeding); 37 C.F.R. § 11.303 (requiring "candor toward the tribunal"), our prior Order (Paper 23) required AIT to provide *declarations* from Messrs. Boebel and Knuettel regarding the precise scope of the information that they received. To the extent

⁷ Although our prior order did not require a declaration from Mr. Sturgeon, and we do not determine in this decision whether the disclosures to Mr. Sturgeon were a violation of the Protective Order, we nonetheless determine that a declaration from Mr. Sturgeon regarding the scope of confidential information to which he was exposed also is warranted.

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Messrs. Boebel and Knuettel do not have appropriate information to do so, AIT's counsel will provide a declaration attesting that for all information identified by RPX as confidential that was included in the Preliminary Response, *only* the same information appeared in the draft version of the Preliminary Response reviewed by Messrs. Boebel and Knuettel. *See* Opp. 3 (arguing Messrs. Boebel and Knuettel did not see a final version of the Preliminary Response, and thus cannot attest to the contents thereof).

For the reasons discussed, RPX's request for declarations from Messrs. Sturgeon, Boebel, and Knuettel is granted.

2. *Revised Protective Order*

RPX requests entry of a revised protective order. Mot. 14–15; *see* Ex. 1047 (proposed Revised Protective Order); Ex. 1048 (redline version). According to RPX, the “amended [Protective Order] imposes reasonable safeguards in view of AIT's actions to date.” Mot. 15. AIT argues that RPX's proposal for a Revised Protective Order is “unworkable.” *See* Opp. 6–8. Based on the circumstances in these proceedings, we are not persuaded the changes set forth in RPX's proposed revised Protective Order are necessary to prevent further disclosure of RPX's confidential information going forward in these proceedings. For example, we are not persuaded that RPX has provided sufficient reasons to warrant the extensive changes to § 2 of the Protective Order. Further, we agree with AIT that proposed § 4(A)(iii) adds unnecessary additional steps to the process for AIT's filings. *See* Opp. 8.

We do, however, remind the parties of the importance of strict compliance with the Protective Order in these proceedings. In particular, confidential information must not be shared with any individuals outside of

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those included in the categories set forth in §§ 2A–2G of the Protective Order. In particular, the parties must comply with § 2(E) of the Protective Order, and obtain the required agreement or a Board order *prior to* disclosure of confidential information to any persons described in § 2(E).

Additionally, out of an abundance of caution and given AIT's previous disregard of its obligations under the Protective Order, going forward in these proceedings we expressly exclude corporate officers from § 2(A) of the Protective Order. Specifically, § 2(A) of the Protective Order is revised to read as follows:

(A) *Parties*. Persons who are owners of a patent involved in the proceeding and other persons who are named parties to the proceeding. If said persons are a corporate entity rather than an individual, this section does not include corporate officers of the party, unless the corporate officer is also an owner of the involved patent or a named party.

Also, § 2(E) of the Protective Order is revised to read as follows:

(E) *Other Employees of a Party*. Corporate officers, employees, consultants or other persons performing work for a party, other than in-house counsel and in-house counsel's support staff, who sign the Acknowledgement shall be extended access to confidential information only upon agreement of the parties or by order of the Board upon a motion brought by the party seeking to disclose confidential information to that person. The party opposing disclosure to that person shall have the burden of proving that such person should be restricted from access to confidential information.

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As such, in these proceedings, the parties and their counsel shall not disclose any confidential information to any corporate officers or other employees,⁸ consultants, or agents without the express written permission of the party whose confidential information is at issue or further order of the Board.

We further remind the parties of the instructions regarding the treatment of confidential information previously set forth in our Case Management and Scheduling Order. *See* Paper 52, 2–3. In particular, the parties are reminded that *any information that is designated as confidential by either party* must be filed using the appropriate availability indicator in PRPS (e.g., “Board and Parties Only”), regardless of whose confidential information it is. The parties are further reminded that it is the responsibility of the party whose confidential information is at issue, not necessarily the proffering party, to file a motion to seal (including, if applicable, a proposed redacted version of the document to be sealed), unless the party whose confidential information is at issue is not a party to this proceeding. Any dispute as to the confidentiality of the information may be brought to the attention of the Board after a motion to seal such information has been filed.

For the reasons discussed, RPX’s request for entry of a revised Protective Order is denied, but we nevertheless enter a revised Protective Order as set forth in Exhibit 3001.

3. *Attorneys’ Fees*

RPX “requests an award of attorneys’ fees, incurred after [a particular date], in connection with the breaches, including fees for preparing this

⁸ Here, “other employees” does not include in-house counsel of a party, who are separately authorized to access confidential information under § 2(D) of the Protective Order.

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motion.” Mot. 15. RPX asserts that the “requested attorneys’ fees only cover work after AIT’s inexcusable [breach] after it had been fully apprised of the previous breaches. RPX remains uncompensated for counsel’s work . . . in dealing with the initial breach, RPX’s own time and effort and any and all harm to its client relationships and its business.” *Id.* AIT does not present any specific argument against attorneys’ fees, other than the arguments against sanctions generally, already discussed above.

Based on the information provided in RPX’s Motion and AIT’s Opposition, and given the circumstances of these proceedings, we determine that an award of attorneys’ fees may be appropriate. The parties shall submit additional briefing on the extent of attorneys’ fees requested. In particular, RPX, if it still wishes to pursue attorneys’ fees, is authorized to file a Motion for Attorneys’ Fees that includes specific information as to the total amount of fees requested, details regarding the tasks performed underlying those fees, and reasons why the amount of those fees are reasonable. Any privileged information may be redacted from billing information submitted with the Motion. RPX’s Motion for Attorneys’ Fees, shall be limited to five (5) pages,⁹ in accordance with the instructions provided. Any Motion must be filed no later than fourteen (14) calendar days after the entry date of this Order. Further, AIT is authorized to file an Opposition, limited to five (5) pages, to be filed no later than fourteen (14) calendar days after the date on which RPX files its Motion. We note that we have not yet determined the extent to which attorneys’ fees will be granted, but merely are authorizing briefing on the issue.

⁹ Any detailed billing statements may be filed as exhibits to the Motion, and excluded from the page limit.

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III. ORDER

Accordingly, it is

ORDERED that RPX's Motion for Sanctions is *granted-in-part*;

FURTHER ORDERED that AIT will provide RPX with amended declarations from Messrs. Boebel and Knuettel, as set forth above;

FURTHER ORDERED that AIT will provide RPX with a declaration from Mr. Sturgeon, as set forth above;

FURTHER ORDERED that, if necessary to comply with the instructions set forth above, AIT will provide a declaration of counsel attesting that, for all information identified by RPX as confidential that was included in the Preliminary Response, only the same information appeared in the draft version of the Preliminary Response reviewed by Messrs. Boebel and Knuettel;

FURTHER ORDERED that each of the ordered declarations shall be provided no later than fourteen (14) calendar days after the entry date of this Order;

FURTHER ORDERED that RPX's motion for entry of a revised Protective Order is *denied*;

FURTHER ORDERED that a revised Protective Order, Exhibit 3001, is hereby entered and shall to govern the conduct of each of these proceedings unless otherwise modified. Any persons accessing confidential information in these proceedings shall execute the acknowledgement of the revised Protective Order;

FURTHER ORDERED that RPX is authorized to file a Motion for Attorneys' Fees, in accordance with our instructions herein. Any such

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Motion must be filed no later than fourteen (14) calendar days after the entry date of this Order, and limited to five (5) pages; and

FURTHER ORDERED that AIT is authorized to file an Opposition to RPX's Motion for Attorneys' Fees. Any Opposition must be filed no later than fourteen (14) calendar days after the date on which RPX files its Motion, and limited to five (5) pages.

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