

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

MAPLEBEAR INC. D/B/A INSTACART,
Petitioner,

v.

CONSUMERON, LLC,
Patent Owner.

IPR2022-01356
Patent 8,244,594 B2

Before CARL M. DeFRANCO, ROBERT L. KINDER, and
MICHAEL A. VALEK, *Administrative Patent Judges*.

DeFRANCO, *Administrative Patent Judge*.

DECISION
Granting Institution of *Inter Partes* Review
35 U.S.C. § 314

Consumeron, LLC (“Consumeron”) is the owner of U.S. Patent No. 8,244,594 B2 (Ex. 1001, “the ’594 patent”). Maplegear, Inc. d/b/a Instacart (“Instacart”) filed a Petition requesting *inter partes* review of claims 1, 4, 5, 8, 9 and 13–17 of the ’594 patent. Paper 1 (“Pet.”). Consumeron filed a Preliminary Response. Paper 6 (“Prelim. Resp.”). Because we determine that Instacart has demonstrated a reasonable likelihood that at least claim 1 of the ’594 patent is unpatentable, we institute an *inter partes* review of all claims as challenged in the Petition. *See* 35 U.S.C. § 314(a).

I. BACKGROUND

A. Related Matters

The ’594 patent is the subject of an infringement action in *Consumeron, LLC v. Maplegear Inc. d/b/a Instacart*, No. 1:21-cv-01147 (D. Del.), filed August 6, 2021. *See* Pet. 75; Paper 3 at 1. In addition to the instant Petition, Instacart has filed petitions challenging three related patents, namely, U.S. Patents 10,628,835 B2 (IPR2022-01357), 10,115,067 B2 (IPR2022-01358), and 9,202,191 B2 (IPR2022-01359).

B. The Challenged Claims

The claims of the ’594 patent are directed to a method for remote acquisition and delivery of goods ordered over the internet. Ex. 1001, 9:44–12:16; *see also id.* at 1:64–67 (“The present invention is directed to a system and method for remote acquisition and delivery of goods. The system includes a server in communication with customer computers or devices via a website on the internet or through a network.”). Of the challenged claims, claims 1 and 13 are independent. Claim 1, reproduced below, is illustrative of the claimed subject matter:

1. A method for remote acquisition and delivery of goods comprising:

deploying a plurality of delivery agents of a service provider to various geographic locations, each delivery agent having a mobile delivery agent system in communication with at least one remote server, wherein each mobile delivery agent system includes: a real-time video device, a global positioning device, and a communication device;

receiving a first acquisition request from a first customer for a set of one or more goods;

obtaining information, including location information based on signals from the global positioning devices and availability status information, on the plurality of delivery agents;

obtaining a selection of one of the plurality of delivery agents for fulfilling the first acquisition request;

deploying one of the plurality of delivery agents to a location having the first set of one or more goods;

electronically transferring an image of the first set of one or more goods to the first customer using the real-time video device;

acquiring the first set of one or more goods via the delivery agent; and

delivering the first set of one or more goods to a delivery site selected by the first customer.

Id. at 9:44–10:2 (emphasis added).

C. The Asserted Challenges

Claims Challenged	35 U.S.C. §	Basis
1, 8, 9, 13–15	103	Park, ¹ Kim ²
5, 16, 17	103	Park, Kim, Hileman ³
4	103	Park, Kim, Pugliese ⁴

¹ WO 01/11523 A1, published Feb. 15, 2001 (Ex. 1005) (“Park”).

² Certified translation of KR2003-0085802, published Nov. 7, 2003 (Ex. 1006) and original Korean language version (Ex. 1007) (“Kim”).

³ US 2003/0040944 A1, published Feb. 27, 2003 (Ex. 1009) (“Hileman”).

⁴ US 2002/0072974 A1, published June 13, 2002 (Ex. 1010) (“Pugliese”).

II. ANALYSIS

A. Level of Ordinary Skill in the Art

Instacart submits that one skilled in the art would have had “a bachelor’s degree in electrical engineering, computer engineering, computer science, or equivalent training, and approximately two years of experience working in the field of electronic commerce” and that “[l]ack of work experience can be remedied by additional education, and vice versa. Pet. 13 (citing Ex. 1003 ¶ 24). Consumeron responds that one skilled in the art “would have been someone with a background in electrical engineering, computer science, or the like and two years of working with platforms for the acquisition and delivery of products.” Prelim. Resp. 19.

At this stage, we discern no meaningful difference between the levels of skill in the art espoused by the parties, given that working in the field of electronic commerce necessarily entails working with platforms for the acquisition and delivery of products. Accordingly, for purposes of institution, we adopt the level of skill in the art as articulated by Instacart.

B. Claim Construction

1. “*mobile delivery agent system*”

Both Instacart and Consumeron propose the same construction for the claim term “mobile delivery agent system” or “MDAS.” See Pet. 14 (citing Ex. 1027, 2); Prelim. Resp. 20 (citing Ex. 1027, 2). Indeed, the parties’ proposed construction for this term is identical to the construction advocated by Consumeron in the related district court action, namely, that it be construed to mean

one or more *mobile computing devices* having image capturing and communications capability which can (1) receive product data *over the Internet* from a remote server, where the product

data corresponds to a customer request, and (2) provide to the customer an image of a product *in real time* as well as acquisition and delivery information of the product.

See Ex. 1027, 2 (emphases added).

Notably, however, the district court did not adopt Consumeron’s proposed construction for this term. Instead, in a claim construction order dated January 18, 2023,⁵ the district court construed “mobile delivery agent system” to mean “a mobile system that includes at least a device to capture video or still images and a device set up to communicate with a remote server.” Ex. 1034, 1. In doing so, the district court expressly rejected Consumeron’s argument that an MDAS requires a “mobile computing device” and “the use of the internet.” Ex. 1035, 17. At this stage, we see no reason to depart from the district court’s careful and comprehensive analysis of this term. *See id.* at 13–17. Thus, for purposes of this proceeding, we adopt the district court’s construction of “mobile delivery agent system.”

2. “*real time*”

Consumeron proposes that the term “real time” be construed to mean “data that is passed along as it is gathered.” Prelim. Resp. 22–23. The district court agreed with that proposed construction. *See* Ex. 1034, 2; Ex. 1035, 22–26. At this stage, we see no reason to question the district court’s construction. As such, we adopt the district court’s construction of “real time.”

⁵ The parties notified the Board of the district court’s claim construction immediately after it issued, which was after Consumeron had already filed its preliminary response.

C. Instacart’s Challenge of Independent Claims 1 and 13 Based on Park and Kim

We begin with Instacart’s challenge that claim 1 is unpatentable as rendered obvious over the combined teachings of Park and Kim. *See* Pet. 17. In challenging claim 1, Instacart submits a detailed mapping of how Park and Kim satisfy each of the recited claim elements. *See id.* at 25–38. Instacart also explains why one skilled in the art would have been motivated to combine their respective teachings with a reasonable expectation of success of arriving at the claimed invention. *See id.* at 20–25.

Consumeron raises several arguments in response to Instacart’s showing that the asserted combination of Park and Kim⁶ disclose the claimed invention. *See* Prelim. Resp. 27–43. First, Consumeron contends that the Park-Kim combination “does not provide an image of the product in real-time” and “would, at most, provide an image to a server where the customer can receive the image *at some later time.*” Prelim. Resp. 28–29

⁶ We disagree with Consumeron’s assertion that “the Board should disregard the Kim reference because the translation [is] unreliable and the certificate of translation is procedurally [deficient].” Prelim. Resp. 25 (citing Ex. 2008). “When a party relies on a document or is required to produce a document in a language other than English, a translation of the document into English and *an affidavit attesting to the accuracy of the translation* must be filed with the document.” 37 C.F.R. § 42.63(b) (emphasis added). Here, Instacart submitted a “Certificate of Translation Accuracy” executed “under penalty of perjury” by a professional Korean-English translator, attesting that Exhibit 1006 “is a true, correct, and complete translation to the best of [his] knowledge and ability.” Ex. 1006 (last page). That certification complies with our rules, even assuming the translation itself may have been done by another, as Consumeron suggests. *See* Ex. 2008 ¶¶ 2–3. Moreover, even assuming the translation includes the errors alleged by Consumeron (*see* Ex. 2008 ¶¶ 3–5), they do not materially change the fundamental teachings of Kim upon which Instacart relies.

(emphasis added). And “[b]ecause the images are stored in the server’s database and not sent until the customer requests downloads of the image,” Consumeron surmises that neither Park nor Kim provide images “in real-time as there is no communication path between the customer and the delivery agent.” *Id.* at 30–31.

We disagree with Consumeron’s assessment of the Park-Kim combination. At the outset, we note that the method as claimed does not expressly require that the image of the product be transmitted to the customer *in real-time*, as Consumeron argues. Instead, claim 1 simply requires “electronically transferring an image” of the product to the customer “using the real-time video device,” without actually reciting when the image is transferred. In other words, the “transferring” step does not necessarily require that the image be transferred in real-time, only that a real-time video device be used to perform the transfer. Indisputably, the real-time video device may have the capability to transfer an image in real-time, but the method as claimed does not necessarily require it. Indeed, in describing “[r]eal-time video device 46,” the Specification of the ’594 patent explains that a customer may place an order through the server “without the need for the customer to . . . communicate with the delivery agent,” in which case the server simply stores video footage of the product’s acquisition by the delivery agent for later access by the customer should a dispute arise about the delivery. *See* Ex. 1001, 8:4–22. That description supports that, despite its name, real-time video device does not always transmit the product image to the customer in real-time; rather, the product image may simply be stored on the server for later access by the customer.

Moreover, we note that claim 6, which depends from claim 1, expressly includes the modifier “real-time” to define the image being transferred, whereas claim 1 omits any such modifier when speaking of the image. *Compare* Ex. 1001, claim 6 (“providing the first customer with a *real-time street view* utilizing the real-time video device”), *with id.* at claim 1 (“transferring an *image* of the first set of one or more goods to the first customer using the real-time video device”) (emphases added). That distinction strongly suggests that the image being transferred in claim 1 may or may not be in real-time.⁷ *See Digital-Vending Servs. Int’l, LLC v. Univ. of Phoenix, Inc.*, 672 F.3d 1270, 1275 (Fed. Cir. 2012) (“the reference in some claims to a ‘registration server being further characterized in that it is free of content managed by the architecture’ strongly implies that the term ‘registration server,’ standing alone, does not inherently mean a server that is free of managed content”).

In any event, even if Consumeron is correct that claim 1 requires that the product image be sent in “real-time,” both Park and Kim expressly disclose that images and video are transmitted in “real-time” from the delivery agent to the customer. *See* Ex. 1005, 3:21–4:32, 20:20–23; Ex. 1006, 2. Nowhere do we discern that Consumeron addresses these express teachings, which directly contradict Consumeron’s assertion that the Park-Kim combination lacks real-time transmission of a product image.

⁷ This distinction is also evidenced by claim 1 of Consumeron’s related patents US 10,628,835 (reciting “electronically *transmitting, in real-time, information* on the first set of one or more goods”), and US 9,202,191 (reciting an MDAS that includes “a real-time video device configured to send one or more *images in real-time*”) (emphases added).

Consumeron’s argument that Park’s “live video feed” to the customer is not in real-time because Park passes that video data through a web server is also unavailing on the current record. *See* Prelim. Resp. 29 (quoting Ex.1005, 48:12–16). That is because Consumeron’s argument is inconsistent with the description of a real-time video link in the ’594 patent, which shows and describes video communication between customer computer 30 and mobile delivery agent system 42 occurring through web server 14. *See* Ex. 1001, Fig. 1; *see also id.* at 5:33–38 (“a communications link is established between the customer and the selected delivery agent . . . through a telephone or internet connection”). Nowhere do we discern that Consumeron even attempts to square the ’594 patent’s description of using a web server to establish a real-time communication link with its argument that Park’s live video feed is not in real-time despite also passing through a server on its way to the customer.⁸

Moreover, in describing the preferred embodiment, the ’594 patent states that, after the delivery agent communicates to the customer that a product has been identified, the customer “has the option of inspecting the product in real-time.” Ex. 1001, 6:52–55, Fig. 3. Only if the customer

⁸ Equally unpersuasive is Consumeron’s related argument that “Park states such technology is not even available which cuts against any potential disclosure.” *See* Prelim. Resp. 29 (citing Ex. 1005, 48:31–49:7). More accurately, Park explains that the concept of showing a “live video feed . . . visible to all customers” is “dependent upon radically increased capabilities to convey large amounts of data over a cellular network in real time.” Ex. 1005, 49:4–7. On the current record, this suggests that the technology of transmitting a video or image to a customer, in real-time, exists, but that implementation of a “live video feed” may be limited in some areas by the data capacity of existing cellular networks, an issue that would also appear applicable to the claimed method in the ’594 patent.

“chooses to inspect the product” and “communicate[s] instructions to the delivery agent” does the delivery agent’s device transmit a product image to the customer. *Id.* at 6:55–58. In this regard, the preferred embodiment, like Consumeron’s description of the functionality in the Park-Kim combination, requires the customer to perform an action before receiving an image of the product for inspection. *See* Prelim. Resp. 29–31. Although the customer may not quickly respond to the prompt to inspect the product (e.g., the confirmation message in Figure 2 of Kim), in those instances where the customer does immediately respond to inspect the product, the current record supports Instacart’s argument that the combination of Park’s teaching of a live video feed, with Kim’s teaching of sending an image of an ordered product, would result in the data being passed to the customer as it is gathered (i.e., in real-time). *See* Pet. 35–36.

We also find unpersuasive at this stage Consumeron’s argument that Instacart “fails to identify any teaching in the proposed Park-Kim combination where the delivery agent’s device provides to the customer acquisition and delivery information of the product.” Prelim. Resp. 31 (internal quotations omitted). At the outset, we note that claim 1 requires providing only acquisition information to the customer, i.e., an image of the product, whereas dependent claims 6, 14, and 15 add the step of providing delivery information to the customer. Nonetheless, Instacart demonstrates that the delivery agent’s device in the Park-Kim combination provides not only a product image to the customer, as discussed above, but also provides the delivery agent’s status to the customer. *See* Pet. 29–30, 35–36, 49–51 (citing Ex. 1005, 4:26–32, 47:11–48:8, 48:10–21, 49:4–17; Ex. 1006, Abstract, 2).

Consumeron next argues that one skilled in the art would not have been motivated to combine the teachings of Park and Kim. *See* Prelim. Resp. 33–39. According to Consumeron, one skilled in the art would not have undertaken ‘to modify Park’s system with Kim’s technique because it directly undermine[s] Park’s requirement for ‘extremely fast and efficient’ delivery based on optimized routing algorithms used to determine delivery manifests” and “waiting for customer confirmation defeats Park’s intended goal.” *Id.* at 34. Consumeron also contends that Instacart “fails to show how this time [i.e., the time to send a product image and receive confirmation from the user] would even be factored into Park’s routing algorithms.” *Id.*; *see also id.* at 37–38 (“Petitioner’s bare-bone contention that Kim’s technique would only take two minutes to implement finds no evidentiary support from the record.”).

We disagree with Consumeron that Instacart fails to articulate a sufficient reason for combining Park and Kim. Instacart asserts, with support from its declarant, that combining the teachings of Park and Kim would “enhance the reliability of the delivery” and “increase customer satisfaction” by “provid[ing] the sensory cue of a visual comparison between the product to be delivered and the desired product.” *See* Pet. 22 (citing Ex. 1003 ¶¶ 55; Ex. 1006, 1). Instacart also explains that the problem Kim’s product confirmation functionality is intended to address is “particularly acute” for perishable food items, which Park’s system is designed to deliver. *Id.* at 21 (citing Ex. 1003 ¶ 54; Ex. 1005, 1:11–21; Ex. 1006, 1–2; Ex. 1014, 2; Ex. 1022, 2–3). And although adding Kim’s functionality would add time to Park’s delivery process, Instacart notes that “[a]ny additional time . . . could be absorbed into the desired hour delivery time of Park” or

“alternatively, a POSITA would have recognized that the confirmation teachings of Kim could be provided as an option to the user with an advisory message to the user that such confirmation may add time to his or her order.” *Id.* at 23–24 (citing Ex. 1003 ¶ 57). We find Instacart’s rationale for the asserted combination to be reasonable on the current record. Although Park is focused on providing fast delivery, one skilled in the art would have understood that delivery of an unacceptable product to the customer is of greater concern in terms of “cost and efficiency” than any additional time needed for the delivery agent to receive customer confirmation of an acceptable product. *See, e.g.,* Ex. 1003 ¶ 56.

We also are not persuaded at this stage by Consumeron’s argument that “Kim does not disclose sending instructions from the customer to the MDAS.” Prelim. Resp. 40. According to Consumeron, “there is no message sent from the customer to the server” because the line in Kim’s Figure 2 has “no arrow from box S19 to box S20.” *Id.* at 41. We disagree with Consumeron’s characterization of Kim. In our view, the communication line in Kim’s Figure 2 from step S19 to step S20 illustrates the transmission of instructions from the customer to the delivery service provider confirming the product order. *See* Ex. 1006, Fig. 2. Although the communication line between steps S19 and S20 in Kim’s Figure 2 is missing an arrowhead (as are several other communication lines⁹), the record supports that a communication necessarily occurs. To that end, we note that Figure 2 in the

⁹ For example, no arrowhead is shown on the line between the customer at step S10 and the delivery service provider at step S11, but logically a communication must occur for the delivery service provider to be able to “Take a photo of the ordered product” as stated in Kim’s Figure 2.

original, untranslated version of Kim *includes an arrowhead* in the communication line between box S19 and box S20 indicating the transmission of information from the customer to the delivery service provider (*see* Ex. 1007, 7),¹⁰ which contradicts Consumeron’s assertion that “[a] careful review of Figure 2 shows that there is no arrow from box S19 to box S20.” Prelim. Resp. 41.

Lastly, we disagree with Consumeron that Instacart fails to demonstrate that the Park-Kim combination discloses or suggests the claimed step of “acquiring . . . goods.” Prelim. Resp. 42–43. According to Consumeron, “Park discloses that the goods are simply picked up and delivered *without an image being sent to the customer of the goods.*” *Id.* at 42 (citing Ex. 1005, 17:11–15) (emphasis added). That argument, however, attacks Park individually, while ignoring Instacart’s reliance on the combined teachings of Park and Kim as a whole for teaching the disputed steps of claim 1. In particular, although Instacart relies on Park for teaching that the delivery agent acquires the product that the customer has viewed and ordered in real time, Instacart points to Kim, not Park, for teaching that the delivery agent sends an image of the ordered product to the customer for confirmation before acquiring the product. *See* Pet. 35–37 (citing Ex. 1005, 4:26–32, 45:14–20, 48:10–21; Ex. 1006, Abstract, 2–3). Nowhere do we

¹⁰ To the extent the missing arrowhead in the translated version of Kim’s Figure 2 (Ex. 1006) is a typographical error, Instacart is authorized to submit as supplemental evidence a corrected version of its translation of Kim’s Figure 2 that includes the arrowheads shown in the original, untranslated version of Kim’s Figure 2 (Ex. 1007). The corrected translation should be filed within one-month of this decision and include a certification attesting to the accuracy of the translation per 37 C.F.R. § 42.63(b).

discern that Consumeron distinguishes the asserted combination as articulated by Instacart, at least not on the current record.

Based on the preliminary record, we conclude that Instacart demonstrates a reasonable likelihood that at least claim 1 of the '594 patent is unpatentable as obvious over Park and Kim. At this stage, Consumeron does not present any arguments against Instacart's showing for independent claim 13 beyond its arguments against claim 1, which are unavailing for the reasons discussed above. *See* Prelim. Resp. 42 ("Substantial similar limitations [to Claim 1] are found in Independent Claim 13."). In any event, for the same reasons as claim 1, we find that Instacart's showing for independent claim 13 meets the threshold for institution.

D. Instacart's Challenge of Dependent Claims 4, 5, 8, 9, and 14–17

Instacart challenges dependent claims 4, 5, 8, 9, and 14–17 as being rendered obvious over the same combination of Park and Hill as for base claims 1 and 13, while adding Pugliese for the additional limitation of dependent claim 4 and Hileman for the additional limitations of dependent claims 5, 16, and 17. *See* Pet. 38–42, 49–67. Consumeron does not separately argue against Instacart's showing with respect to the challenged dependent claims, except to assert generally that its arguments regarding the "Park-Kim combination" apply to "each Petition ground." *See* Prelim. Resp. 27 n.3.

At this stage, because Instacart demonstrates a reasonable likelihood of prevailing with respect to its challenge of the independent claims, we do not see the need to further address the challenges of the dependent claims. Further analysis is best left for trial after full development of the record. Because "[e]qual treatment of claims and grounds for institution purposes

has pervasive support in *SAS*,” we institute on all the claims as challenged in the Petition. *PGS Geophysical AS v. Iancu*, 891 F.3d 1354, 1360 (Fed. Cir. 2018).

E. Discretionary Denial

Consumeron argues that we should exercise discretion to deny institution under § 314(a) due to the advanced state of the parallel district court action. *See* Prelim. Resp. 4–15. Consumeron also argues that we should exercise discretion to deny institution under 35 U.S.C. § 325(d) because Park and Kim are substantially the same as another reference previously considered during prosecution of the ’594 patent, namely, Angert.¹¹ *Id.* at 43–45. Instacart disputes that discretionary denial is warranted under either § 314(a) or § 325(d). *See* Pet. 67–73.

We have considered the parties’ arguments and determine that the circumstances of this case do not warrant discretionary denial of the Petition. In particular, because Instacart has submitted a *Sotera* stipulation (Ex. 1033), we will not discretionarily deny institution under § 314(a) in view of the parallel district court action. *See* Director Memorandum, *Interim Procedure for Discretionary Denials in AIA-Post Grant Proceedings With Parallel District Court Litigation*, U.S. PATENT AND TRADEMARK OFFICE (June 21, 2022), at 3, 7 (addressing impact of *Sotera* stipulation on the exercise of § 314(a) discretion). In addition, contrary to Consumeron’s assertion, neither Park nor Kim are sufficiently cumulative of Angert to warrant discretionary denial under § 325(d). *See Advanced Bionics, LLC v. MED-EL Elektromedizinische Geräte GmbH*, 2020 WL 740292, *3–4 (PTAB Feb. 13,

¹¹ Consumeron references U.S. Patent 7,505,929 and U.S. Patent Publication 2009/0099972 collectively as “Angert.” *See* Prelim. Resp. 45.

2020) (precedential). That is because Park and Kim provide additional material teachings not disclosed by Angert that include, for example, Park’s teaching that the delivery agent has a mobile digital camera that provides the customer with a “live video feed” of their order that they can “interactively view, in real-time” (Ex. 1005, 4:27–32, 48:18–20) and Kim’s teaching that a delivery agent can utilize a digital camera in a mobile communication terminal to send images to the customer so they “can confirm” that the product ordered is identical to the product being delivered (Ex. 1006, 1–2). Consumeron does not identify any similar teachings in Angert. *See* Prelim. Resp. 43–45. Thus, we decline to exercise our discretion under § 325(d).

III. CONCLUSION

For the above reasons, we determine that the information presented in Instacart’s Petition shows a reasonable likelihood that at least independent claims 1 and 13 of the ’594 patent are unpatentable as obvious over Park and Kim. And because Instacart demonstrates that at least one claim of the ’594 patent meets the threshold for institution, we institute an *inter partes* review of all claims as challenged in the Petition. *See* 37 C.F.R. § 42.108(a) (“When instituting . . . review, the Board will authorize the review to proceed on all of the challenged claims and on all grounds of unpatentability asserted for each claim.”).

IV. ORDER

Accordingly, it is:

ORDERED that, pursuant to 35 U.S.C. § 314(a), an *inter partes* review of claims 1, 4, 5, 8, 9, and 13–17 of the ’594 patent is *instituted*;

FURTHER ORDERED that Instacart is authorized to file a corrected version of the translation of Figure 2 in Exhibit 1006 that includes all of the

arrows shown in the original Figure 2 of Exhibit 1007, as well as a certification pursuant to 37 C.F.R. § 42.63(b), no later than one-month after entry date of this decision; and

FURTHER ORDERED that, pursuant to 35 U.S.C. § 314(c) and 37 C.F.R. § 42.4(b), notice is hereby given of the institution of trial, which will commence on the entry date of this Decision.

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