

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC.,
Petitioner

v.

BLACKHAWK NETWORK, INC.
Patent Owner

Case: PGR2020-00084
U.S. Patent No. 10,769,894

**PATENT OWNER'S PRELIMINARY RESPONSE
PURSUANT TO 35 U.S.C. § 323 AND 37 C.F.R. § 42.207**

TABLE OF CONTENTS

	Page
I. INTRODUCTION	1
II. PERSON OF ORDINARY SKILL IN THE ART	2
III. THE BOARD SHOULD EXERCISE ITS DISCRETION AND DENY INSTITUTION BECAUSE INCOMM FAILS TO CARRY ITS BURDEN OF SHOWING UNPATENTABILITY BASED ON CORRECT CLAIM CONSTRUCTIONS.....	2
A. InComm’s Failure to Show Unpatentability Based on the Correct Claim Constructions is Fatal to Its Petition	3
B. The Prior Art Supporting InComm’s Proposed Grounds of Invalidity Does Not Teach the Limitations of the Properly Construed Claims	7
1. “pre-printed lottery ticket” and “draw information” [all challenged claims].....	8
IV. THE BOARD CANNOT INSTITUTE OR CONDUCT THE PROPOSED POST-GRANT REVIEW BECAUSE THE ADMINISTRATIVE LAW JUDGES WHO WOULD ADJUDICATE THIS PROCEEDING WERE APPOINTED IN VIOLATION OF THE APPOINTMENTS CLAUSE OF THE U.S. CONSTITUTION.....	12
V. CONCLUSION.....	13

TABLE OF AUTHORITIES

	<u>Page(s)</u>
Cases	
<i>Arthrex, Inc. v. Smith & Nephew, Inc.</i> , 941 F.3d 1320 (Fed. Cir. 2019)	2, 12, 13
<i>ASM IP Holding B.V. v. Kokusai Semiconductor Equip. Corp.</i> , IPR2018-01582, Paper 11 (P.T.A.B. Feb. 25, 2019).....	5, 6
<i>Cuozzo Speed Techs., LLC v. Lee</i> , 136 S. Ct. 2131 (2016).....	2
<i>General Plastic Indus. Co., Ltd. v. Canon Kabushiki Kaisha</i> , IPR2016-01357, Paper 19 (P.T.A.B. Sept. 6, 2017).....	6
<i>Jiawei Tech. (HK) Ltd. v. Simon N. Richmond</i> , IPR2014-00937, Paper 22 (P.T.A.B. Dec. 16, 2014)	4
<i>Jiawei Tech. (HK) Ltd. v. Simon N. Richmond</i> , IPR2014-00937, Paper 24 (P.T.A.B. Dec. 15, 2015)	4, 12
<i>In re Magnum Oil Tools Int'l, Ltd.</i> , 829 F.3d 1364 (Fed. Cir. 2016)	7
<i>Markman v. Westview Instruments, Inc.</i> , 517 U.S. 370 (1996).....	7
<i>Phillips v. AWH Corp.</i> , 415 F.3d 1303 (Fed. Cir. 2005)	8, 9, 10
<i>Poly-America, L.P. v. API Indus., Inc.</i> , 839 F.3d 1131 (Fed. Cir. 2016)	10
<i>Renishaw PLC v. Marposs Societa’ per Azioni</i> , 158 F.3d 1243 (Fed. Cir. 1998).....	10
<i>Shenzhen Liown Elecs. Co., Ltd. v. Disney Enters., Inc.</i> , IPR2015-01656, Paper 13 (P.T.A.B. March 18, 2016)	4
<i>Terlep v. Brinkmann Corp.</i> , 418 F.3d 1379 (Fed. Cir. 2005)	7

<i>Thorner v. Sony Comput. Entm't Am. LLC</i> , 669 F.3d 1362 (Fed. Cir. 2012)	8
<i>Toyota Motor Corp. v. GE Hybrid Technologies, LLC</i> , IPR2019-00009, Paper 7 (P.T.A.B. May 3, 2019)	4, 5, 6
<i>United Microelectronics Corp. v. Lone Star Silicon Innovations LLC</i> , IPR2017-01513, Paper 10 (P.T.A.B. May 22, 2018)	5
<i>United States v. Arthrex, Inc.</i> , No. 19-1434, 2020 WL 6037206 (U.S. Oct. 13, 2020)	2, 13
<i>ZTE Corp. v. ContentGuard Holdings Inc.</i> , IPR2013-00139, Paper 27 (P.T.A.B. Jul. 30, 2013)	7

Statutes

35 U.S.C.	
§§ 321-329	1
§ 324(a)	1, 2, 3, 12

Other Authorities

37 C.F.R.	
§ 42.200	1
§ 42.204(b)(3)	3, 6
§ 42.204(b)(3)-(4)	1
§ 42.204(b)(4)	3, 6

I. INTRODUCTION

Pursuant to 35 U.S.C. §§ 321-329 *et seq.* and 37 C.F.R. § 42.200 *et seq.* Patent Owner Blackhawk Network, Inc. (“Blackhawk” or “Patent Owner”) respectfully submits this Preliminary Response to the Petition for Post-Grant Review of U.S. Patent 10,769,894 (the “’894 Patent”).

The Board should deny institution for two reasons:

First, the Petition fails to address “[h]ow the challenged claim is to be construed,” or “[h]ow the construed claim is unpatentable,” as required by 37 C.F.R. § 42.204(b)(3)-(4). Where, as here, the patent specification includes extensive disclosure and definitional statements about the meaning of patent claim terms, InComm cannot ignore those disclosures and merely contend that each claim term should be given its “plain and ordinary meaning.” Petition for Post-Grant Review, Paper 2 at 18. As Blackhawk explains in more detail below, all challenged claims require construction, and the properly construed claims are not anticipated or obvious in light of the proposed grounds. The Petition should be denied institution because, having failed to address claim construction, InComm cannot show that it is “more likely than not that at least 1 of the claims challenged in the petition is unpatentable.” 35 U.S.C. § 324(a).

Second, PTAB judges, including the judges of this panel, have not been properly appointed under the Constitution’s Appointments Clause (Article II,

Section 2, Clause 2), and therefore are without authority to institute or adjudicate this matter. The U.S. Supreme Court recently granted certiorari on the question whether PTAB judges were properly appointed under the U.S. Constitution's Appointments Clause, and, if not, whether the remedy as proposed by the Federal Circuit in *Arthrex, Inc. v. Smith & Nephew, Inc.* cures their unconstitutional appointments. 941 F.3d 1320 (Fed. Cir. 2019), *cert. granted sub nom. United States v. Arthrex, Inc.*, No. 19-1434, 2020 WL 6037206 (U.S. Oct. 13, 2020), and *cert. granted*, No. 19-1452, 2020 WL 6037207 (U.S. Oct. 13, 2020), and *cert. granted*, No. 19-1458, 2020 WL 6037208 (U.S. Oct. 13, 2020). As the Appointments Clause violation has not been cured, the Board cannot institute or conduct this proceeding.

II. PERSON OF ORDINARY SKILL IN THE ART

For purposes of this submission only, Blackhawk does not challenge InComm's definition of Person of Ordinary Skill in the Art.

III. THE BOARD SHOULD EXERCISE ITS DISCRETION AND DENY INSTITUTION BECAUSE INCOMM FAILS TO CARRY ITS BURDEN OF SHOWING UNPATENTABILITY BASED ON CORRECT CLAIM CONSTRUCTIONS

Institution of a post-grant review is in the Board's discretion. 35 U.S.C. § 324(a); *see also Cuozzo Speed Techs., LLC v. Lee*, 136 S. Ct. 2131, 2140 (2016) (“[T]he agency's decision to deny a petition is a matter committed to the Patent Office's discretion.”). The Board should deny institution of the Petition because

InComm failed to address how the challenged claims are to be construed or how the construed claims are unpatentable. All challenged claims require construction.¹ The prior art does not anticipate or render obvious any challenged claim that is properly construed, so InComm failed to “demonstrate that it is more likely than not that at least 1 of the claims challenged in the petition is unpatentable.” 35 U.S.C. § 324(a).

A. InComm’s Failure to Show Unpatentability Based on the Correct Claim Constructions is Fatal to Its Petition

The Board should deny institution of the Petition because InComm failed to address the meaning of terms that are defined in the specification, or to show how the properly construed claims are allegedly unpatentable in light of its proposed grounds of unpatentability.

InComm bears the burden of showing that it is more likely than not that a claim is unpatentable, and its burden of proof includes showing how challenged claims are to be construed. 37 C.F.R. § 42.204(b)(3) (“[T]he petition must set forth ... how the challenged claim is to be construed.”); *see also* 37 C.F.R. § 42.204(b)(4) (requiring InComm to show “[h]ow the construed claim is unpatentable . . .”).

¹ Blackhawk only addresses select issues of claim construction herein that affect all challenged claims; Blackhawk reserves the right to propose constructions for other claim terms in its Patent Owner Response if post-grant review is instituted.

The Board has denied institution of other proceedings where the Petitioner failed to meet its burden to show how challenged claims are to be construed or how the construed claims are unpatentable. *See, e.g., Jiawei Tech. (HK) Ltd. v. Simon N. Richmond*, IPR2014-00937, Paper 22 at 8 (P.T.A.B. Dec. 16, 2014) (denying institution of proceeding and noting “[i]t is Petitioner’s burden to explain how the challenged claims are to be construed and how they read on the prior art”); *Shenzhen Liown Elecs. Co., Ltd. v. Disney Enters., Inc.*, IPR2015-01656, Paper 13 (P.T.A.B. March 18, 2016) (denying Petitioner’s request for rehearing of denial of institution of certain grounds, where Petitioner failed to provide construction for a term in its Petition and relied on plain and ordinary meaning); *Toyota Motor Corp. v. GE Hybrid Technologies, LLC*, IPR2019-00009, Paper 7 (P.T.A.B. May 3, 2019) (when Petitioner failed to construe claim terms that the Patent Owner construed in its preliminary response, Board denied institution because the prior art did not disclose the claim elements as properly construed in accordance with Patent Owner’s constructions).

A petitioner is required to make at least a “threshold showing” of unpatentability in its Petition by offering a construction and analysis of the meaning of claim terms that are “critical” to understanding claim scope. *See Jiawei Tech. (HK) Ltd. v. Simon N. Richmond*, IPR2014-00937, Paper 24 at 4, 2 (P.T.A.B. Dec. 15, 2015). This requirement applies any time that the correspondence between

critical claim limitations and the prior art is not “sufficiently clear.” *See id.* at 4. (“Petitioner may not need to provide a claim construction if such correspondence is sufficiently clear, but that was not the case here, and Petitioner failed to explain this insufficiency.”) Here, InComm wholly failed to fulfill the claim construction requirement. InComm evades its burden of proof by incorrectly contending that all claim terms carry their “plain and ordinary meaning” without bothering to define the plain and ordinary meaning of any claim term or phrase. Paper 2 at 18. InComm’s assertion that no claim term needs construction is mistaken. As shown in Section III.B. below, it is not “sufficiently clear” that claim terms that appear in every challenged claim are taught by InComm’s prior art references Szrek, Llach, or Gilmore, when those terms are construed in light of the disclosures of the ’894 Patent specification.

The Board also has denied institution in proceedings where petitions failed to show how the limitations of the challenged claims are taught by the asserted prior art using the correct claim construction. *ASM IP Holding B.V. v. Kokusai Semiconductor Equip. Corp.*, IPR2018-01582, Paper 11 at 18 (P.T.A.B. Feb. 25, 2019) (denying institution because Petitioner’s invalidity arguments “improperly map” the prior art to the challenged claim in light of the proper claim construction as adopted by the Board); *Toyota Motor Corp. v. GE Hybrid Technologies, LLC*, IPR2019-00009, Paper 7 (P.T.A.B. May 3, 2019) (denying institution where the

Petitioner failed to address how the prior art disclosed the claim elements as properly construed under Patent Owner’s proposed claim construction); *see also United Microelectronics Corp. v. Lone Star Silicon Innovations LLC*, IPR2017-01513, Paper 10 at 4-5 (P.T.A.B. May 22, 2018) (finding that “the Board is under no obligation to subject a patent owner to the burden and expense of discovery and trial” where the petitioner’s arguments are “keyed to an incorrect claim construction.”) Petition denial is warranted here under the same rationale that the Board noted in denying institution in *ASM IP Holding, Toyota Motor Corp.*, and *United Microelectronics Corp.* As described below, the correct construction of claim terms is readily ascertainable from the specification of the ’894 Patent. The Petition appears to ignore the disclosures in the ’894 Patent regarding the meaning of claim terms because the prior art fails to teach all of the limitations of the claims when they are properly construed.

The Board should not excuse InComm’s strategic choice to ignore the requirements of 37 C.F.R. §§ 42.204 (b)(3) and (b)(4) or reward it by allowing InComm to “fill in the gaps” in its Petition by belatedly proposing constructions that respond to Blackhawk’s constructions. The Board has made clear that it is inappropriate for petitioners to develop new arguments for unpatentability using patent owners’ submissions to the Board as a “road map,” and that is precisely the game that InComm is playing here. *See, e.g., General Plastic Indus. Co., Ltd. v.*

Canon Kabushiki Kaisha, IPR2016-01357, Paper 19 (P.T.A.B. Sept. 6, 2017) (Factor 3 considers whether a petitioner used a patent owner’s preliminary response to guide the arguments included in a follow-on petition). In essence, by ignoring the regulatory requirements for presenting a complete petition for post-grant review, InComm attempts to create a two-stage petition process, using its original petition to elicit a claim construction from Blackhawk, and its later submissions to complete its petition on the basis of Blackhawk’s claim construction. This approach is unfair and impermissible because it improperly shifts the burden to Blackhawk to construe the ’894 Patent claims. *See In re Magnum Oil Tools Int’l, Ltd.*, 829 F.3d 1364, 1375-76 (Fed. Cir. 2016) (holding that burden of proof (including burdens of persuasion and production) never shifts away from petitioner on question of unpatentability); *see also ZTE Corp. v. ContentGuard Holdings Inc.*, IPR2013-00139, Paper 27 at 3 (P.T.A.B. Jul. 30, 2013) (“The filing of a petition for inter partes review should not be turned into a two-stage process, first to elicit a claim interpretation by the Board, and second to complete the petition on the basis of that claim interpretation.”)

B. The Prior Art Supporting InComm’s Proposed Grounds of Invalidity Does Not Teach the Limitations of the Properly Construed Claims

Before an analysis of validity can be performed, patent claim terms must be construed. *See Markman v. Westview Instruments, Inc.*, 517 U.S. 370, 384-85 (1996); *Terlep v. Brinkmann Corp.*, 418 F.3d 1379, 1381 (Fed. Cir. 2005). Claim

terms are given their ordinary and customary meaning, as would have been understood by a person of ordinary skill in the art at the time of the invention, in light of the language of the claims, the specification, and the prosecution history. *Phillips v. AWH Corp.*, 415 F.3d 1303, 1313 (Fed. Cir. 2005) (en banc). There are two exceptions to this general rule: “1) when a patentee sets out a definition and acts as his own lexicographer, or 2) when the patentee disavows the full scope of a claim term either in the specification or during prosecution.” *Thorner v. Sony Comput. Entm’t Am. LLC*, 669 F.3d 1362, 1365 (Fed. Cir. 2012). These exceptions apply here.

1. “pre-printed lottery ticket” and “draw information” [all challenged claims]

All challenged claims recite a “pre-printed lottery ticket” and “draw information.” *See, e.g.*, ’894 Patent, Claims 1, 6, 7, 29, 33. “Draw information” means “information that includes at least draw date,” whereas “pre-printed lottery ticket” is defined in-part with a negative limitation that prohibits the inclusion of certain draw information—namely, draw date—on the pre-printed ticket. The prior art supporting InComm’s proposed grounds of unpatentability does not teach or suggest a “pre-printed lottery ticket” when these terms are properly construed.

First, the ’894 Patent specification describes “draw information” as including at least draw date. 3:41 (referring to “draw date information”); 4:41-43 (“Confirmation of the activation, as well as the lottery numbers and *draw information, for example when the draw is being held ...*”(emphasis added)); 3:22-

24 (“Draw information on the printed receipt also serves to confirm the activation of the pre-printed lottery ticket and the assignment of draw numbers and *draw date*.” (emphasis added)).

Second, the ’894 Patent specification is replete with descriptions for what “pre-printed lottery ticket” means² and what it does not mean. Claim terms are read “in the context of the entire patent, including the specification.” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1313 (Fed. Cir. 2005). Although there are various embodiments of pre-printed lottery tickets described in the specification, including pre-printed tickets that include or exclude wager information, a person of ordinary skill in the art would have understood that *all* disclosed embodiments expressly exclude certain draw information, namely draw date information, from the pre-printed lottery ticket. *See, e.g.*, Fig. 1 (“Your numbers and draw date shown on purchase receipt.”); ’894 Patent, 3:1-4 (“[t]he online lottery ticket is manufactured and distributed as pre-printed lottery tickets that *do not have a draw date* or wager (i.e. lottery numbers) assigned or associated to the pre-printed ticket.”); 3:11-12 (“until purchased and activated, the pre-printed tickets have no value, *nor do they*

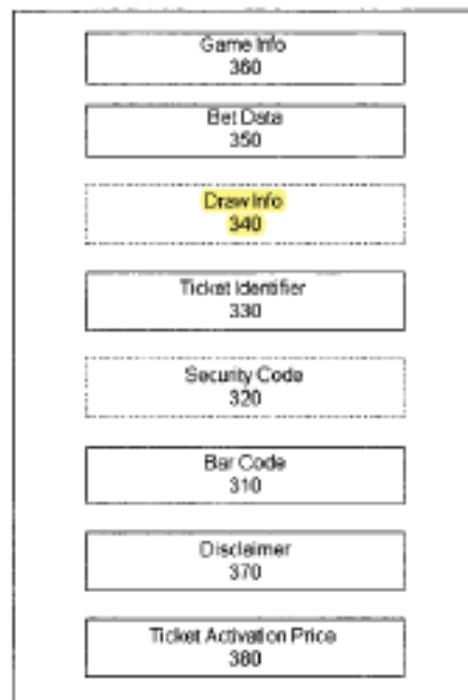
² Other characteristics of the “pre-printed lottery ticket” are described in the patent specification, e.g., Col. 3, Line 1-Col. 4, Line 1; Col. 5, Lines 49-67. Blackhawk reserves the right to address these characteristics if a post-grant review is instituted.

have any wager or draw date assigned”); 3:41-42 (“Since the wager and *draw date information is not printed on the pre-printed ticket . . .*”); 3:65-7:1 (“The legal ticket, namely the pre-printed ticket, may not contain wagers and *does not contain the draw date* and is only associated with wagers or a draw date in the lottery system when activated by purchase.”); *see also* 4:51-53; 7:13-15; 7:37-39; 7:65-66; 9:24-27; 9:55-58; 10:19-21) (emphases added).

The ’894 Patent specification defines a negative limitation on the meaning of “pre-printed lottery ticket” by excluding certain draw information with reasonable clarity, deliberateness, and precision. *Renishaw PLC v. Marposs Societa’ per Azioni*, 158 F.3d 1243, 1249 (Fed. Cir. 1998) (noting if an inventor acts as his or her own lexicographer, the definition must be set forth in the specification “with reasonable clarity, deliberateness, and precision”); *Philips v. AWH Corp.*, 415 F.3d 1303, 1316 (Fed. Cir. 2005) (The specification may reveal a special definition given to a claim term by the patentee, or the specification may reveal an intentional disclaimer or disavowal of claim scope by the inventor). Blackhawk unequivocally defined “pre-printed lottery ticket” in-part with a negative limitation that prohibits the inclusion of certain draw information—namely, draw date information—so its definition governs this proceeding. *Poly-America, L.P. v. API Indus., Inc.*, 839 F.3d 1131, 1136 (Fed. Cir. 2016) (“Disavowal can be effectuated by language in the specification or the prosecution history. In either case, the standard for disavowal is exacting,

requiring clear and unequivocal evidence that the claimed invention includes or does not include a particular feature.”) (internal citations omitted).

The negative limitation prohibiting the inclusion of certain draw information on the face of the pre-printed lottery ticket is critical to the scope of the claims and significant to this preliminary proceeding. InComm’s Petition relies on Szrek to disclose a pre-printed lottery ticket, but Szrek’s pre-printed ticket *includes* draw information (“Draw info 340”), which runs afoul of the negative limitation for “pre-printed lottery ticket.”



300

Preprinted Ticket
Figure 3

(INCOMM-1007 (“Szrek”), Fig. 3 (showing Preprinted ticket includes “Draw Info 340”).) The Board should deny institution of the Petition because the Petition fails to acknowledge the negative limitation defining “pre-printed lottery ticket,” or to offer any analysis or evidence regarding whether or how Szrek satisfies the “pre-printed lottery ticket” limitation notwithstanding the disclosure in Szrek Figure 3. The Petition’s reliance on the plain and ordinary meaning of the term “pre-printed lottery ticket” is inadequate in this circumstance, as the correspondence between the “pre-printed lottery ticket” limitation and the prior art is not “sufficiently clear” to obviate the need for claim construction. *See Jiawei Tech. (HK) Ltd. v. Simon N. Richmond*, IPR2014-00937, Paper 24 at 4 (P.T.A.B. Dec. 15, 2015) (denying request for rehearing on denial of institution where correspondence between claim limitation and Petitioner’s claim chart was not “sufficiently clear”). As this failure of proof infects every challenged claim, InComm failed to “demonstrate that it is more likely than not that at least 1 of the claims challenged in the petition is unpatentable.” 35 U.S.C. § 324(a).

IV. THE BOARD CANNOT INSTITUTE OR CONDUCT THE PROPOSED POST-GRANT REVIEW BECAUSE THE ADMINISTRATIVE LAW JUDGES WHO WOULD ADJUDICATE THIS PROCEEDING WERE APPOINTED IN VIOLATION OF THE APPOINTMENTS CLAUSE OF THE U.S. CONSTITUTION

Blackhawk respectfully contends that PTAB judges, including the judges of this panel, have not been properly appointed under the Constitution’s Appointments

Clause (Article II, Section 2, Clause 2), and therefore are without authority to institute or adjudicate a PGR in this matter. In *Arthrex, Inc. v. Smith & Nephew, Inc.*, the Federal Circuit held that Administrative Patent Judges (“APJ”) are “principal officers” appointed in violation of the Appointments Clause, and attempted to cure the constitutional violation by severing the removal provisions in the statute from being applied to APJs. 941 F.3d 1320 (Fed. Cir. 2019), *cert. granted sub nom. United States v. Arthrex, Inc.*, No. 19-1434, 2020 WL 6037206 (U.S. Oct. 13, 2020), and *cert. granted*, No. 19-1452, 2020 WL 6037207 (U.S. Oct. 13, 2020), and *cert. granted*, No. 19-1458, 2020 WL 6037208 (U.S. Oct. 13, 2020). As *Arthrex* explains in its certiorari petition—which has been granted by the U.S. Supreme Court—the Federal Circuit’s fix did not cure the Appointments Clause violation because it contravenes congressional intent in ensuring fair and impartial agency adjudications. *Arthrex, Inc. v. Smith & Nephew, Inc.*, No. 19-1434, Petition for Writ of Certiorari, pp. 16-19. As the Appointments Clause violation has not been cured, the Board cannot institute or conduct this proceeding.

V. CONCLUSION

InComm’s Petition does not show that it is more likely than not that InComm would prevail in establishing the unpatentability of at least one of the challenged claims of the ’894 Patent under any of the grounds presented. The Petition should be denied in its entirety, and no post-grant review should be instituted.

Dated: December 21, 2020

COOLEY LLP
380 Interlocken Crescent, Suite 900
Broomfield, CO 80021
Tel: (720) 566-4119
Fax: (720) 566-4099
oarmon@cooley.com

COOLEY LLP
Kevin J. Zimmer, Reg No. 36,977
4401 Eastgate Mall
San Diego, California 92121-1909
Tel: (858) 550 6000
Fax: (858) 550-6420
kzimmer@cooley.com

Respectfully submitted,
COOLEY LLP

By: /Orion Armon/
Orion Armon
Reg. No. 65,421

CERTIFICATE OF WORD COUNT

The undersigned certifies that the foregoing PATENT OWNER'S PRELIMINARY RESPONSE PURSUANT TO 35 U.S.C. § 323 AND 37 C.F.R. § 42.207 complies with the type-volume limitation in 37 C.F.R. §42.24(b)(1). According to the word-processing system's word count, the brief contains 2,939 words, excluding the parts of the brief exempted by 37 C.F.R §42.24(a).

Dated: December 21, 2020

Respectfully submitted,
COOLEY LLP

By: /Orion Armon/
Orion Armon
Reg. No. 65,421

CERTIFICATE OF SERVICE

Pursuant to 37 C.F.R. § 42.6(e), the undersigned certifies that on December 21, 2020, a complete and entire copy of this **PATENT OWNER'S PRELIMINARY RESPONSE PURSUANT TO 35 U.S.C. § 323 AND 37 C.F.R. § 42.207** was served by filing this document through the E2E System and via electronic mail upon the following counsel of record:

Patrick McPherson
DUANE MORRIS LLP
505 9th Street NW, Suite 1000
Washington, D.C. 20004
Phone: (202) 776-5214
Fax: (202) 478-0826
PDMcPherson@duanemorris.com

Patrick C. Muldoon
DUANE MORRIS LLP
505 9th Street NW, Suite 1000
Washington, D.C. 20004
Phone: (202) 776-7840
Fax: (202) 478-1746
PCMuldoon@duanemorris.com

Robin McGrath
DUANE MORRIS LLP
1075 Peachtree Street NW, Suite 2000
Atlanta, GA 30309
Phone: (404) 253-6922
Fax: (404) 745-0806
RLMcGrath@duanemorris.com

D. Joseph English
DUANE MORRIS LLP
505 9th Street NW, Suite 1000
Washington, D.C. 20004
Phone: (202) 776-5228
Fax: (202) 478-0667
DJEnglish@duanemorris.com

By: /Orion Armon/
Orion Armon
Reg. No. 65,421