

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

OMEGA LINER COMPANY, INC.,

Petitioner

v.

BUERGOFOL GmbH

Patent Owner.

CASE NO.: IPR2023-01372
U.S. PATENT NO. 9,657,882

SECOND DECLARATION OF GREGOR SCHLEICHER

I, Gregor Schleicher, do hereby declare:

1. I am a named co-inventor of U.S. Patent No. 9,657,882 (“the ’882 patent”).
2. The statements in this declaration are based on my personal knowledge.
3. I am a German citizen and reside in Germany.
4. Patent Owner (PO), Buergofol GmbH, submitted my inventor declaration (EX 2003) dated June 21, 2024 in IPR2023-01372. Petitioner in a Reply document (Paper No. 24) has attacked my credibility (the credibility of certain of my statements made in my declaration) with documents that Petitioner had in hand prior to my scheduled deposition. In the paragraphs below, I provide declaration testimony to address these credibility attacks.
5. In my inventor declaration dated June 21, 2024, I stated that the spring of 2012 was the first time I became aware of the problem “that Buergofol’s inner tubular film had **torn** and broken off **as it was being withdrawn** from the renovated pipe.” (EX2003, ¶22) (emphasis added) I stated that the spring of 2012 was the first time I recognized “that the inner film was **tearing because** portions of the inner film were **sticking** to the cured resin and not just because of the longitudinal stresses caused by pulling the entire length of the film by just one location on the film.” (EX2003, ¶23) (emphasis added) I stated that prior to the spring of 2012 I was not aware of “a problem with inner film

tearing when it was pulled out of the cured liner ***because*** the inner film ***stuck to the cured resin.***” (EX2003, ¶24) (emphasis added)

6. In my inventor declaration dated June 21, 2024, I did not state that prior to the spring of 2012, there never were any “adhesion problems,” “adhesion issues” or difficulties in removing PO’s inner tubular film from renovated pipes.
7. The specific problem that I became aware of when visiting PO’s customers during the spring of 2012 was that of inner film tearing as it was being pulled out of a cured liner because the inner film had become stuck to the cured UV-curable resin.
8. I believed that the inner film was becoming stuck to the cured resin because the outer polyamide layer of the inner film was adhering to the UV-curable resin, which I learned during the customer visits in the spring of 2012 had begun to include an ingredient that adhered chemically to the polyamide outer layer of the film.
9. I believed that the solution to the problem of film tearing as it was being pulled out of a cured liner due to being stuck to the cured resin was to create a coating or covering over the film to separate the polyamide from the resin and to prevent the resin from chemically adhering to the polyamide.
10. I have been made aware of an email dated February 26, 2009, from a former customer of PO, Saertex, to a salesman of PO, Tobias Abfall, which was

copied to six other people. (EX1060) In the email, Mr. Fuechtjohann of

Saertex informs PO's salesman, Mr. Abfall:

Dear Mr. Abfall,

During several construction projects, our customers complained on a massive scale because the inner foil you supplied was extremely difficult to remove from the liner after installation. Foils with the following order numbers were used:

10803825

10802754

We hereby complain about these two order numbers.

(EX1060, Page 2 of 3)

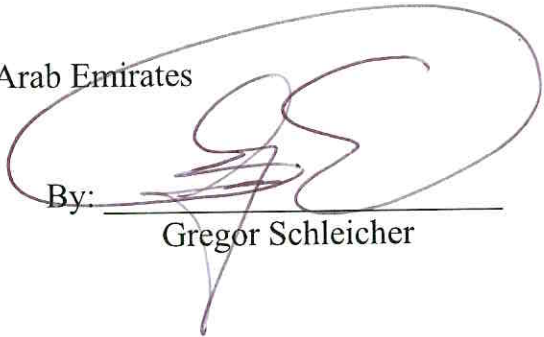
11. The complaint by Mr. Fuechtjohann of Saertex in February 2009 does not relate to the problem that I first recognized in 2012 of inner film tearing as it is being pulled out of a cured liner due to the outer polyamide layer of the film chemically adhering to the UV-curable resin. The complaint by Mr. Fuechtjohann does not mention the tearing of inner film.
12. I believe, based on PO's experience with Saertex regarding other complaints, that the inner film in the construction projects referred to by Mr. Fuechtjohann was difficult to remove from the liners because Saertex's customers, the installers of the liners, had installed the liners that happened to contain film from the two order numbers listed in Mr. Fuechtjohann's email during winter temperatures that were too cold. Note that the complaint by Mr. Fuechtjohann was made on February 26 just after the coldest part of the year regarding recent installation projects.

13. At low temperatures, the polyamide of the inner film becomes increasingly stiff and brittle. In addition, a proper moisture level must be maintained in the polyamide to reduce its stiffness, and at cold temperatures that moisture may freeze. A mechanical adhesion is observed between the inner film containing polyamide and the resin at low temperatures, even low temperatures above freezing. This mechanical adhesion is not chemical bonding. As a result of the mechanical adhesion, the inner film becomes difficult to remove from the liner after the resin has cured. This is the “adhesion problem” that Saertex customers were experiencing because they were installing liners during cold temperatures in the winter.
14. The 2009 Saertex complaint does not mention tearing and therefore does not describe the problem that I recognized in 2012 of inner film tearing as it is being pulled out of a cured liner due to the outer polyamide layer of the film chemically adhering to the UV-curable resin.
15. PO supplied dozens of other orders of inner film to Saertex in the months prior to the 2009 Saertex complaint that were all made in the same manner with the same few recipes. Yet only two of the film orders led to the purported customer complaints “on a massive scale.” From the dozens of orders the PO supplied to Saertex in the months prior to the 2009 Saertex complaint, only the film from the two particular orders listed in the 2009 Saertex complaint was “extremely difficult to remove” because, in my opinion, the liners that

happened to contain film from the two orders were installed on the coldest days. I do not recall that Saertex ever complained about film being difficult to remove from liners during warm months.

I declare that all statements made herein on my own knowledge are true and that all statements made on information and belief are believed to be true, and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Date: November 7, 2024 in Dubai, United Arab Emirates

By: 

Gregor Schleicher