

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

NORTH ATLANTIC IMPORTS, LLC

A Utah limited liability company,

Plaintiff,

v.

**LOCO – CRAZY GOOD COOKERS,
INC.,**

a Delaware corporation,

Defendant.

C.A. No. 23-999-GBW-SRF

**PLAINTIFF’S OBJECTIONS TO THE REPORT AND RECOMMENDATION
FOR THE CONSTRUCTION OF “RIB”**

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Loco Crazy Good Cookers, Inc. v. North Atlantic Imports, LLC

Table of Contents

I.	INTRODUCTION	1
II.	STANDARD OF REVIEW	1
III.	ARGUMENT	2
A.	There is no legal requirement that a patent’s intrinsic record define the terms of the patent	2
B.	The R&R proposes a construction that lacks meaning.	4
C.	The R&R’s analysis of the claims, specification, and prosecution history is incorrect.....	5
IV.	CONCLUSION.....	8

I. INTRODUCTION

Pursuant to Fed. R. Civ. P. 72(b), Local Rule 72.1, and 28 U.S.C. § 636(b)(1)(B), Plaintiff North Atlantic Imports, LLC (“Blackstone”) hereby files these Objections to Magistrate Judge Fallon’s 1/8/2025 Report and Recommendation (the “R&R”) regarding claim construction in the matter captioned above (D.I. 72). Blackstone objects to the R&R’s vague construction of the claim term “rib” as a “Plain and ordinary meaning, which is ‘a structural member.’” D.I. 72 at 11.

First, the R&R applies the *wrong legal standard* to construe “rib.” The R&R rejected Blackstone’s construction of “rib” because the R&R holds that the intrinsic evidence does not *require* Blackstone’s definition for “rib.” While the intrinsic evidence is most important to interpreting a term, there is no requirement that the intrinsic evidence *must* define the term.

Second, the R&R’s proposed construction for “rib” transforms the term into a means-plus-function term under 35 U.S.C. § 112(f) that, consequently, does not contain a sufficiently definite meaning as the name for structure to a POSITA. By doing this, the R&R does not fulfill its obligation to resolve the parties’ claim construction dispute regarding the plain and ordinary meaning of the term, “rib.”

Third, the R&R’s analysis of the claims, specification, and prosecution history is incorrect. The R&R ignored certain Blackstone arguments and portions of the ’473 Patent claims and specification that demonstrate the correctness of Blackstone’s proposed construction.

II. STANDARD OF REVIEW

Pursuant to 28 U.S.C. § 636(b)(1)(B) and Fed. R. Civ. P. 72(b)(3), the Court may accept, reject, or modify the recommendations of the magistrate judge ... Objections to the magistrate judge's conclusions with regard to the legal issue of claim construction are reviewed de novo. *St. Clair Intell. Prop. Consultants, Inc. v. Matsushita Elec. Indus. Co.*, 691 F. Supp. 2d 538, 541-42 (D. Del. 2010); 28 U.S.C. § 636(b)(1); Fed. R. Civ. P. 72(b)(3).

III. ARGUMENT

A. There is no legal requirement that a patent's intrinsic record define the terms of the patent.

The R&R cites “‘It is a bedrock principle of patent law that the claims of a patent define the invention to which the patentee is entitled the right to exclude.’ *Phillips*, 415 F.3d at 1312 (internal quotation marks omitted). Accordingly, ‘the claims themselves provide substantial guidance as to the meaning of particular claim terms.’” R&R at 5 (emphasis added).

However, there is no requirement that the claims and/or specification must define a claim term. *Digital Biometrics, Inc. v. Identix, Inc.*, 149 F.3d 1335, 1344 (Fed. Cir. 1998) (“The written description is considered, in particular to determine if the patentee acted as his own lexicographer, as our law permits, and ascribed a certain meaning to those claim terms. **If not, the ordinary meaning, to one skilled in the art, of the claim language controls.**”) (citing *York Prods., Inc. v. Central Tractor Farm & Family Ctr.*, 99 F.3d 1568, 1572 (Fed. Cir. 1996) (“**Without an express intent to impart a novel meaning to claim terms, an inventor's claim terms take on their ordinary meaning.**”)) (emphasis added); see also *SunRace Roots Ent. Co. v. SRAM Corp.*, 336 F.3d 1298, 1302 (Fed. Cir. 2003) (“We have repeatedly stated that claim terms must be given their ordinary and accustomed meaning unless the patent expresses an intention to impart novel meaning to claim terms.”); *Safas Corp. v. Etura Premier, L.L.C.*, 293 F. Supp. 2d 436, 438 (D. Del. 2003) (“If patent claim language has an ordinary and accustomed meaning in the art, there is a heavy presumption that the inventor intended that meaning to apply ... Thus, unless the inventor has manifested an express intent to depart from that meaning, the ordinary meaning applies.”)

However, the R&R rejects Blackstone's construction because the intrinsic evidence does not *require* Blackstone's construction. A few, non-limiting, examples include:

- “the claims and the specification do not require the ribs to be strong or thick.” R&R at 8.

- “Because there is no requirement in the ’473 patent that the ribs must be elongated, strong, or thick, there is no basis to adopt a proposed plain and ordinary meaning that includes these limitations.” *Id.* at 9.
- “The PTAB’s rejection of the same construction proposed by Plaintiff for ‘rib’ is not binding on this court, but it is persuasive ... The PTAB observed that none of the claim language referred to the ribs as ‘strong’ or ‘thick’.” *Id.* at 10.

There is no requirement that the intrinsic evidence define the terms of the patent. However, to the extent the intrinsic evidence is helpful in interpreting the claim terms, the claims themselves are most important. Indeed, “[e]ven within the intrinsic evidence, however, there is a hierarchy of analytical tools. The actual words of the claim are the controlling focus.” *Digital Biometrics, Inc.*, 149 F.3d at 1344.

The support for Blackstone’s proposed construction lies in the claim term “rib” itself. D.I. 67 at 20 (“LoCo argues that the intrinsic record does not support Blackstone’s proposed definition for ‘rib’ and states that ‘there is not even an insinuation that the ribs must be ‘strong’ and/or ‘thick’ or be used to ‘strengthen.’” *Supra* at 11. The ‘insinuation’ is the word ‘rib’—that is what a rib is and what a rib does. That is its plain and ordinary meaning.”).

The intrinsic evidence does not *contradict* Blackstone’s proposed construction. D.I. 67 at 3–5; 20–23. In fact, the intrinsic evidence *supports* Blackstone’s proposed construction. *See e.g.*, D.I. 67 at 2–3 (“The ’473 Patent itself also shows that its use of the term ‘rib’ is consistent with its plain and ordinary meaning. For example, as shown in Fig. 4 of the ’473 Patent, both the ‘front rib 96’ as well as the ‘lateral ribs 98’ constitute elongated raised pieces of strong or thick material across an underside surface 58 of griddle 12”); 20 (“‘ribs’ ‘may serve as stabilizers in substantially preventing the griddle from warping or partially warping.’ ’473 Patent at 7:48–53”).

The '473 Patent does not define “ribs” in the intrinsic evidence because a POSITA at the time the '473 Patent was filed would have known what the term “rib” meant. This is not a complex term and for this reason the patent did not need to define it. Holding otherwise forces fearful patent applicants to overstuff their patent claims and specifications with unnecessary definitions. Blackstone’s dictionary definitions further demonstrate how a POSITA would view “ribs” at the time the patent was filed. D.I. 67 at 2; 19–20.

Therefore, the R&R applied an incorrect legal standard in rejecting Blackstone’s proposed construction because the intrinsic evidence did not *require* Blackstone’s construction.

B. The R&R proposes a construction that lacks meaning.

The Court must resolve the parties’ claim construction dispute. D.I. 67 at 1 (citing *HID Glob. Corp. v. Vector Flow, Inc.*, No. CV 21-1769-GBW, 2023 WL 2655117, at *5 (D. Del. Mar. 27, 2023); *Int’l Bus. Machines Corp. v. Zynga Inc.*, No. CV 22-590-GBW, 2024 WL 3993290, at *2 (D. Del. Aug. 29, 2024); (both citing *O2 Micro Int’l Ltd. v. Beyond Innovation Tech. Co.*, 521 F.3d 1351, 1361 (Fed. Cir. 2008) (“A determination that a claim term ‘needs no construction’ or has the ‘plain and ordinary meaning’ may be inadequate when a term has more than one ‘ordinary’ meaning or when reliance on a term’s ‘ordinary’ meaning does not resolve the parties’ dispute.”)).

The R&R proposed the following construction: “Plain and ordinary meaning, which is ‘a structural member.’” R&R at 11.

This construction does not resolve the parties’ dispute with respect to defining the plain and ordinary meaning because it lacks meaning. Courts routinely hold terms reciting “member” as means-plus-function terms because they do not have “a sufficiently definite meaning as the name for a structure” to a POSITA. *Kyocera Senco Indus. Tools Inc. v. Int’l Trade Comm’n*, 22 F.4th 1369, 1380 (Fed. Cir. 2022); *see also Mas-Hamilton Grp. v. LaGard, Inc.*, 156 F.3d 1206, 1214–15 (Fed. Cir. 1998) (‘movable link member’ was subject to § 112 ¶ 6); *Nichia Corp. v. TCL*

Multimedia Tech. Holdings, Ltd., No. 16-681-RGA, 2017 WL 5719267, at *8 (D. Del. Nov. 28, 2017) (terms "dispersive member for dispersing light" and "reflective member for reflecting light" construed to be means-plus-function limitations because "member" was a placeholder term).

In the words of the Federal Circuit regarding a term very similar to the R&R's proposed construction for "rib," the Federal Circuit held, "[a] person of ordinary skill in the art would not understand the claimed 'lifter member' to have 'a sufficiently definite meaning as the name for a structure ... **It is a non-structural generic placeholder (member) modified by functional language (lifter).**'" *Kyocera* at 1380 (emphasis added).

Similarly, here, "a structural member" includes only a non-structural generic placeholder (member) modified by a term "structural" that may not even indicate a function and is far too vague to convey a sufficiently definite meaning as the name for structure to a POSITA.

Therefore, the R&R has not fulfilled its obligation to resolve the parties' dispute regarding the plain and ordinary meaning of the term, "rib."

C. The R&R's analysis of the claims, specification, and prosecution history is incorrect.

In this District, the Court may simply disagree with analysis in a claim construction R&R. *Nexstep, Inc. v. Comcast Cable Commc'n, LLC*, No. CV 19-1031-RGA, 2021 WL 3489983, at *2 (D. Del. Aug. 9, 2021) ("I have read the sections of the specification that the magistrate judge relied upon to limit the palm held remote. I do not agree with the magistrate judge's analysis of the specification.").

Here, disagreement is warranted. The R&R wholly ignores (or at least fails to consider *in* the R&R) Blackstone's arguments in support of Blackstone's proposed constructions. Below are a few non-limiting examples.

First, the R&R looks to the following portions of the specification and claims: '473 patent, cols. 7:3–8, 8:46–65, 9:10–29, 10:31–38, 10:51–58 to determine that the "claims and specification

describe how the ribs are structured and arranged to define heat regions and channels.” R&R at 8. The R&R then concludes “[t]he claims do not describe the ribs as structural supports for the griddle.” R&R at 8. This is wrong. Claim one requires ribs “wherein the front rib and the multiple lateral ribs are integrally formed with the underside surface of the griddle; and wherein the multiple lateral ribs directly extend from the underside surface of the griddle such that each lateral rib is spaced and separate from an adjacent lateral rib.” ’473 Patent at 10:45–50; *see also* D.I. 67 at 23. This amended claim language ties to a portion of the specification demonstrating that the ribs are structural because the ribs prevent warping when correctly integrally formed (as the claim language above instructs) to the underside of the griddle. D.I. 67 at 3 (citing ’473 Patent at 7:41–53) *see also* D.I. 67 at 20–21.

Further, the R&R stated that “[p]laintiff’s proposal to define the purpose of the ribs as structural support for the griddle also lacks a foundation in the intrinsic record” and “[p]laintiff’s proposed plain and ordinary meaning for ‘rib’ is also unsupported by the prosecution history.” R&R at 9. The ’473 Patent applicant amended the claim language cited above (’473 Patent at 10:45–50) into claim one in response to examiner argument that a “baffle” is a “rib” in order to “clarify the structural nature of the claimed ribs.” D.I. 67 at 5–6. The R&R views this amendment as falling short of the standard of disavowal that would limit “rib” to Blackstone’s construction. R&R at 9–10. Therefore, the R&R concludes that Blackstone’s construction is “unsupported by the prosecution history.” R&R at 9. The R&R fails to attribute any meaning at all to the claim amendment adding ribs that are “integrally formed with the underside of the griddle.” The ’473 Patent specification teaches that “the front rib 96 and lateral ribs 98 may also serve as stabilizers in substantially preventing the griddle from warping or partially warping.” ’473 Patent 7:48–53. By amending the claims to include ribs that are “integrally formed with the underside of the

griddle,” the applicant chose to claim the embodiment taught in the ’473 Patent 7:48–53. The prosecution history, contrary to the R&R, does support Blackstone’s proposed construction.

The R&R did not consider the portions of claim one (’473 Patent at 10:45–50) or specification cited to above (’473 Patent at 7:41–53) when concluding “[t]he claims do not describe the ribs as structural supports for the griddle.” R&R at 8. In addition, the R&R performed only surface level analysis focused on prosecution history disclaimer when reviewing the prosecution history, as demonstrated above. Therefore, the R&R’s analysis of the specification, claims, and prosecution history is incomplete and subsequently, the conclusion that “[t]he claims do not describe the ribs as structural supports for the griddle” is incorrect.

Second, the R&R states “[t]he specification permissively states that the front and lateral ribs ‘may be elongated,’ but the ‘elongated’ characteristic of the ribs does not appear as an explicit requirement in the ’473 patent. (’473 patent, col. 7:10–12; 7:20–22).” R&R at 8. This conclusion is the result of misreading the patent. Ribs are elongated. A POSITA would recognize this. The patent teaches an option, however, wherein the ribs are elongated *with an option as to whether the height and thickness are consistent* throughout the length of the rib. D.I. 67 at 21 (citing ’473 patent at 7:10–12). In addition, the patent teaches an option wherein the ribs are elongated *to the point where the ribs run the entire length of the griddle*. D.I. 67 at 22 (citing ’473 patent at 7:20–23); *see also* ’473 Patent at Figs. 4–5. The R&R incorrectly analyzed a sentence(s) of the ’473 patent specification (’473 patent at 7:10–12; 20–23) by isolating a portion of the sentence(s) and ignoring the remaining context the sentence(s) provides.

Therefore, the Court should disagree with the R&R’s conclusions given the rebuttal of the R&R’s analysis provided above.

IV. CONCLUSION

The R&R applied an incorrect legal standard, proposed a construction that does not resolve the parties' dispute, and analyzed the claims, specification, and prosecution history incorrectly. Blackstone respectfully requests that the Court sustain the objections herein and adopt Blackstone's claim construction proposal for "rib."

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