

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

PROAMPAC HOLDINGS INC.,
Petitioner,

v.

SIGMA TECHNOLOGIES INT'L, LLC,
Patent Owner.

Case IPR2025-01143
Patent No. 11,072,148

**PETITIONER'S BRIEF IN RESPONSE TO BOARD'S AUTHORIZATION
FOR BRIEFING ON IMPACT OF THE *REVVO* AND *TESLA* DECISIONS**

EXHIBIT LIST

Exhibit No.	Description
1001	U.S. Patent No. 11,072,148
1002	Prosecution File History for U.S. Patent No. 11,072,148
1003	Declaration of Glenn May
1004	Curriculum Vitae of Glenn May
1005	U.S. Patent Publication No. US 2014/0044903 (“Gundlach”)
1006	S. Yializis, <i>Multi-Layer, Low Emissivity, Metallized Materials for Replacing Aluminum Foils in Heat Reflection and Energy Management Applications</i> , Society of Vacuum Coaters, 52nd Annual Technical Conference Proceedings, 755-759 (May 2009) (“Yializis”)
1007	<i>The Voluntary Standard for Repulping and Recycling Corrugated Fiberboard Treated to Improve Its Performance in the Presence of Water and Water Vapor</i> , Fibre Box Association (August 16, 2013) (“Voluntary Standard Reference”)
1008	U.S. Patent Application Publication No. 2015/0053086 (“Rebouillat”)
1009	Plaintiff’s Complaint, <i>Pratt Retail Specialties, LLC v. ProAmpac LLC</i> , No. 1:24-cv-01073-RGA (D. Del.)
1010	The Wayback Machine – Corrugated Packaging Alliance, “Recyclable Wax Alternatives” Webpage as of September 6, 2015, https://web.archive.org/web/20150906053842/http://www.corrugated.org/ViewPage.aspx?ContentID=41
1011	The Wayback Machine – The Voluntary Standard PDF Provided Via the Corrugated Packaging Alliance Website on September 10, 2015, https://web.archive.org/web/20150910004711/www.corrugated.org/upload/cpa/documents/vol_std_protocol_2013.pdf
1012	ASTM C1371, <i>Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers</i> , ASTM International (June 2015)

Exhibit No.	Description
1013	<i>The Oxidation of Metallized Aluminum Films Used in Reflective Insulation and Radiant Barrier Applications</i> , Reflective Insulation Manufacturers Association International (RIMA-I), Technical Bulletin #106 (May 2009)
1014	ISBN Search Website, https://isbnsearch.org/isbn/9781615831579
1015	C. Bishop, <i>Vacuum Deposition onto Webs, Films, and Foils</i> (2d ed. 2011)
1016	M. Linder et al., <i>Thickness Measurement Methods for Physical Vapor Deposited Aluminum Coatings in Packaging Applications: A Review</i> , Coating 7(1), 9 (Jan. 14, 2017)
1017	A. Brody et al., <i>Innovative Food Packaging Solutions</i> , 73(8) Journal of Food Science 107 (2008)
1018	Declaration of Jonathan M. Hernandez in Support of Motion for <i>Pro Hac Vice</i> Admission
1019	Motion Success for Stay Pending IPR Before Judge Andrews (2019-2024), Docket Navigator, available at https://search.docketnavigator.com/patent/judge/1625/0 (last visited Oct. 2, 2025)
1020	Order Granting Def.’s Mot. to Stay Pending the IPR of the Patents-in-Suit, <i>Targus Int’l LLC v. Victorinox Swiss Army, Inc.</i> , Case No. 1:20-cv-00464-RGA (D. Del. July 14, 2021), Dkt. 199
1021	Stipulation and Order to Stay Case Pending IPR, <i>Analog Devices, Inc. v. Xilinx, Inc.</i> , Case No. 1:19-cv-02225-RGA (D. Del. Feb. 22, 2021), Dkt. 202
1022	Oral Order, <i>Nikolai Tankovich v. Candela Corp.</i> , Case No. 1:22-cv-01458-RGA-SRF (D. Del. Oct. 2, 2023), Dkt. 92
1023	Motion Success for Stay Pending IPR (Post-Institution) Before Judge Andrews (2019-2024), available at https://search.docketnavigator.com/patent/judge/1625/0 (last visited Oct. 2, 2025)
1024	Pratt Retail Specialties, LLC’s Initial Disclosure of Asserted Claims and Infringement Contentions, served July 18, 2025

Exhibit No.	Description
1025	Pratt Retail Specialties, LLC's Amended Initial Disclosure of Asserted Claims and Infringement Contentions, served Aug. 1, 2025
1026	U.S. Courts, Table N/A—U.S. District Courts—Combined Civil and Criminal Federal Court Management Statistics (June 30, 2025), available at https://www.uscourts.gov/data-news/data-tables/2025/06/30/federal-court-management-statistics/n-a-1 (last visited Sept. 23, 2025)
1027	Joint Stipulation and Proposed Order, <i>Pratt Retail Specialties, LLC v. ProAmpac Holdings Inc.</i> , No. 1:24-cv-01073-RGA (D. Del. June 18, 2025), Dkt. 42
1028	Docket Text Order re [Dkt. 42] Stipulation and Proposed Order to Amend Certain Case Deadlines, <i>Pratt Retail Specialties, LLC v. ProAmpac Holdings Inc.</i> , No. 1:24-cv-01073-RGA (D. Del. June 18, 2025)
1029	ProAmpac Holdings Inc.'s Notice of Service, <i>Pratt Retail Specialties, LLC v. ProAmpac Holdings Inc.</i> , No. 1:24-cv-01073-RGA (D. Del. Sept. 25, 2025), Dkt. 77
1030	ProAmpac Holdings Inc.'s Objections and Responses to Pratt Retail Specialties, LLC's Interrogatory No. 8, dated Aug. 27, 2025
1031	Plaintiff Pratt Retail Specialties, LLC's Responses and Objections to Defendant ProAmpac Holdings Inc.'s Second Set of Interrogatories (No. 4), dated Sept. 22, 2025
1032	Plaintiff Pratt Retail Specialties, LLC's First Requests for Production to Defendant ProAmpac LLC (No. 1), dated Apr. 10, 2025
1033	Amended Joint Claim Construction Chart, <i>Pratt Retail Specialties, LLC v. ProAmpac Holdings Inc.</i> , No. 1:24-cv-01073-RGA (D. Del. Nov. 25, 2025)
1034	Email from ProAmpac's Counsel to Pratt's Counsel, dated Oct. 14, 2025

Petitioner submits this brief pursuant to the Board’s November 21, 2025 email (Ex. 3102) authorizing briefing to address the impact of *Revvo Technologies, Inc. v. Cerebrum Sensor Technologies, Inc.*, IPR2025-00632, Paper 20 (Nov. 3, 2025) (precedential) and *Tesla, Inc. v. Intellectual Ventures II LLC*, IPR2025-00340, Paper 18 (Nov. 5, 2025) (informative) on this proceeding. As explained below, Petitioner’s claim construction positions before the Board and district court are consistent and align with the guidance in *Revvo* and *Tesla*. In particular, the Petition asserts grounds based on prior art that satisfies Petitioner’s positions in both forums, notwithstanding the indefiniteness of one limitation in claim 14. Petitioner has not pursued broader constructions before the Board and narrower constructions in district court to avoid infringement. Petitioner has shown that the circumstances in the litigation warrant its claim construction positions, ensuring claim scope is maintained in both forums.

I. THE CLAIM CONSTRUCTIONS IN THE DISTRICT COURT

As discussed in its Opposition to Patent Owner’s Request for Discretionary Denial (Paper 11), Petitioner filed its Petition five weeks before Plaintiff Pratt Retail Specialties, LLC (“Pratt”) served its initial infringement contentions in the litigation, and 13 weeks before the parties proposed terms for construction. *Id.*, 6-7; EX1027. Pratt’s contentions assert only claims 7-11, 13, and 14 of the ’148 Patent. *Id.*, 3-4. They also revealed that Pratt intends to improperly broaden the scope of claim terms, the parties dispute the ordinary meaning of the terms, and resolution of the disputes

by the court is necessary. EX1025, 10-29; *O2 Micro Int'l Ltd. v. Beyond Innovation Tech. Co.*, 521 F.3d 1351 (Fed. Cir. 2008). Today, the parties filed a joint claim construction brief in which Petitioner proposed five terms for construction and one term (“placing limitation”) as indefinite. EX2005, ¶7, EX1033. Petitioner’s positions on the terms are warranted and do not disfavor institution, as discussed below.

A. Petitioner’s Claim Construction Positions Are Consistent

First, in the district court, Petitioner proposed that “polymer layer” means “a continuous sheet of a polymer that forms a substantially uniform substrate.” EX1033, 3. Pratt contends that this term covers non-continuous materials, e.g., mere dots of glue. That position has zero support in the patent and highlights the need to construe this term in the litigation and clarify the claim scope. Petitioner’s construction aligns with its position in the Petition for all grounds, asserting prior art that discloses a continuous layer of polymer upon which aluminum is deposited. Paper 1, 19-20, 36, 55-58, 62, 69-71.

Second, in the district court, Petitioner proposed that “depositing an aluminum layer on the polymer layer” and “an aluminum layer deposited on the fourth surface” mean “vacuum depositing aluminum” onto the polymer layer or the fourth surface, respectively. EX1033, 4-5. Pratt contends the terms have no chemical meaning and merely mean “placing” an aluminum layer on a polymer layer. *Id.* Petitioner’s construction in the litigation is consistent with its position in all grounds, asserting

prior art that discloses metalized aluminum that is vacuum or vapor deposited onto a polymer substrate. Paper 1, 22-23, 36-37, 46, 50-51, 58, 62, 69-71.

Third, in the district court, Petitioner proposed that “the aluminum layer causes an emissivity of the recyclable packaging to be equal to or smaller than a first value of 0.10” means “because of the aluminum layer, the recyclable packaging (not the aluminum layer alone) has an emissivity equal to or smaller than a first value of 0.10 when measured from the aluminum facing side.” EX1033, 6. The parties’ *O2 Micro* dispute centers on the phrase “emissivity of the recyclable packaging.” Petitioner argues it means emissivity of the *packaging*, while Pratt argues it means emissivity of the *aluminum layer alone*. Notably, this dispute arose from Pratt’s frivolous infringement position based on it peeling an accused bag apart and running emissivity tests directly on the exposed aluminum layer. EX1034.

Petitioner’s construction entirely aligns with its explanation of this limitation in the Petition, as well as the ordinary meaning of the term to a POSITA. Paper 1, 23-27, 43; EX1003, ¶¶88-94. Moreover, all grounds in the Petition align with this construction, asserting prior art that discloses metallized aluminum layers that cause a packaging material to have an emissivity ≤ 0.10 when measured with the aluminum side facing an emissometer. Paper 1, 23-27, 43, 50-51, 57, 62-63, 65, 69-71.

Fourth, in the district court, Petitioner proposed that “said aluminum layer [is configured to acquire / acquires an] optical density (OD) of less than 0.09” means

“the entire aluminum layer becomes transparent and acquires an optical density (OD) of less than 0.09.” EX1033, 7. In the Petition, Petitioner explains this limitation in the same way, relying on the patent’s description that “aluminum is considered to be transparent, for the purposes of this disclosure, when the optical density (OD) is less than 0.09.” Paper 1, 38; EX1001, 10:52-67.

Fifth, in the district court, Petitioner proposed that “said aluminum layer becomes fully oxidized” means “all of the aluminum in the aluminum layer becomes transparent.” EX1033, 9. This construction is consistent with Petitioner’s positions in the Petition, asserting prior art in which the aluminum layer is fully oxidized, “completely consumed,” and “entirely transparent.” Paper 1, 28-30, 51-52, 69-71.

B. Petitioner’s Position on the Placing Limitation is Warranted Because, Notwithstanding its Indefiniteness, a POSITA Would Understand that the Limitation is Satisfied by the Prior Art

In *Tesla*, the Director explained that a petitioner is not prohibited from arguing a limitation is indefinite in district court and proffering an invalidity argument in an IPR if it is shown, “notwithstanding the alleged indefiniteness of the claim term, an ordinarily skilled artisan would understand that the asserted art satisfies the claim limitation.” IPR2025-00340, Paper 18, 3-4. While the limitation “placing a reflective insulation material in a pre-defined proximity with the good, the pre-defined proximity being suitably chosen to provide adequate thermal insulation to the good” (the “placing limitation”) recited in claim 14 is indefinite, the prior art asserted in all

grounds nonetheless satisfies the limitation. Thus, Petitioner's positions on the term before the district court and the Board are warranted. Paper 1, 41-42, EX1033, 10.

In the district court, Petitioner argues that the placing limitation is indefinite because there is no way to determine the "pre-defined proximity" with packaging that loosely holds goods, like a bag with food inside. For example, the patent provides no guidance for pre-defining the proximity of the good in a bag where the distance between the surface of the packaging/bag and the good varies because the bag is flexible and the good is free to move around inside the bag.

Notwithstanding the indefiniteness of the limitation, the Petition shows that Gundlach (EX1005) satisfies it. Paper 1, 41-42. The Petition explains that the '148 Patent includes a "wrap" embodiment, where the packaging wraps around the good. *Id.*, 41 (citing EX1001). The Petition shows that Gundlach teaches a similar "wrap" embodiment, where a good is "placed" on a sheet that is "rolled around" or wrapped around the good. *Id.*, 41-42 (citing EX1005). A POSITA would understand that Gundlach's wrap satisfies the placing limitation (EX1003, ¶¶135-137) because the packaging material is wrapped, i.e., pressed tight, against the good, and there is no variability in the placement of the good. Hence, the proximity between the wrap and the good is always pre-defined.

II. CONCLUSION

Thus, the Petition should not be denied for claim construction reasons.

Dated: November 25, 2025

BLANK ROME LLP

/s/ Walter D. Davis, Jr.
Walter D. Davis, Jr. (Reg. No. 45,137)
1825 Eye Street NW
Washington, DC 20006
Telephone: (202) 420-2200
Facsimile: (202) 420-2201
walter.davis@blankrome.com

Counsel for Petitioner

CERTIFICATE OF SERVICE

Pursuant to 37 C.F.R. §42.6(e), the undersigned certifies that a copy of the foregoing PETITIONER'S BRIEF IN RESPONSE TO BOARD'S AUTHORIZATION FOR BRIEFING ON IMPACT OF THE *REVVO* AND *TESLA* DECISIONS is being served on counsel of record by filing the document through the Patent Trial and Appeal Case Tracking System (P-TACTS), with a copy served via electronic mail to the following email address, as authorized in Patent Owner's Mandatory Notices:

Michael Curely
michael.curley@quarles.com

Yakov Sidorin
yakov.sidorin@quarles.com

Jeff Kuester
jkuester@taylorduma.com

John North
jnorth@taylorduma.com

Dated: November 25, 2025

BLANK ROME LLP

/s/ Walter D. Davis, Jr.
Walter D. Davis, Jr. (Reg. No. 45,137)
1825 Eye Street NW
Washington, DC 20006
Telephone: (202) 420-2200
Facsimile: (202) 420-2201
walter.davis@blankrome.com

Counsel for Petitioner