

United States District Court,  
S.D. Florida.

**WALDEMAR VEAZIE, III,**  
Plaintiff.

v.

**The GATES RUBBER COMPANY; Trico Products Corporation; and Tridon, Inc., ACD Tridon & ACD Tridon Europe, Ltd,**  
Defendants.

No. 02-14084-CIV

**Dec. 30, 2003.**

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***REPORT AND RECOMMENDATION ON MARKMAN CLAIM CONSTRUCTION***

**FRANK J. LYNCH, JR., United States Magistrate Judge.**

**THIS CAUSE** having come on to be heard upon the Markman claim construction herein and this Court having reviewed the pleadings of the parties filed in respect thereto and having conducted a Markman hearing on December 17, 2003, this Court recommends to the District Court as follows.

1. Plaintiff asserts that Defendants' Trico Teflon Blade infringes Claims 1-4 and 9-12 of the '662 Patent.
2. Defendants assert a Counterclaim for declaratory judgment, seeking a declaration of invalidity of the asserted claims, as well as the remaining claims 5-8 and 13-16.
3. The Court has relied on the '662 Patent, attached as exhibits to the parties' Markman briefs regarding claim construction as well as the relevant portions of the '662 Patent prosecution history cited by the parties.
4. Determining literal infringement is a two-step inquiry that requires: (1) construing the claims to determine the correct patent claim scope, then (2) comparing the properly-construed claims to the accused device to determine whether all of the claim limitations are present. *Kemco Sales, Inc. v. Control Papers Co.*, 208 F.3d 1352 (Fed.Cir.2000).

5. Construing the claims of a patent in a patent infringement action is a matter of law for the court. *Markman v. Westview Instruments, Inc.*, 517 U.S. 370, 116 S.Ct. 1384, 134 L.Ed.2d 577 (1996).

6. The Court must first look at the words of the claims themselves. *Vitronics Corp. v. Conceptionics, Inc.*, 90 F.3d 1576 (Fed.Cir.1996). A particular claim term should normally be given "the full range of its ordinary meaning as understood by persons skilled in the relevant art." *Texas Digital Systems, Inc. v. Telegenix, Inc.*, 308 F.3d 1193 (Fed.Cir.2002). A novel product that meets the criteria of patentability is not limited to the process by which it was made. *Vanguard Prods. Corp. v. Parker Hannifin Corp.*, 234 F.3d 1370 (Fed.Cir.2000).

7. There are two exceptions to the ordinary meaning rule. First, "a patentee may choose to be his own lexicographer" and assign special definitions to the words in the claim, as long as those definitions are clearly stated in the patent specification or file history. *Vitronics Corp.*, supra.

8. The Court also may consider the prosecution history of the patent. *Vitronics Corp.*, supra. The prosecution history is the complete record of the proceedings before the Patent and Trademark Office. Prosecution histories often contain an analysis of the distinctions between the prior art and the applicant's claims, providing the Court with clues to limitations of the claims. *Southwall Tech., Inc. v. Cardinal IG Co.*, 54 F.3d 1570 (Fed.Cir.1995).

9. The second exception to the ordinary meaning rule is that if the ordinary and accustomed meaning of a disputed term would deprive the claim of clarity, then further reference must be made to the intrinsic or in some cases extrinsic evidence to ascertain the proper meaning. *Johnson Worldwide Assocs., Inc. v. Zebco Corp.*, 175 F.3d 985 (Fed.Cir.1999). The applicant may have made express representations regarding the scope of the invention and may be of significance in determining the meaning of the claims. However, only "where the patentee has unequivocally disavowed a certain meaning to obtain his patent, [will] the doctrine of prosecution disclaimer attach[ ] and narrow[ ] the ordinary meaning of the claim congruent with the scope of the surrender." *Omega Engineering, Inc. v. Raytek Corporation et al.*, 334 F.3d 1314,1325 (Fed.Cir.2003).

10. The party wishing to alter the meaning of a clear claim term must overcome the presumption that the ordinary and accustomed meaning is the proper one, demonstrating why such an alteration is required. *Johnson Worldwide Associates*, supra.

11. To disavow the scope of a claim, a patentee must clearly and unambiguously express surrender of subject matter during prosecution *Alloc, Inc. et al. v. International Trade Commission et al.*, 342 F.3d 1361 (Fed.Cir.2003). Descriptive terms are commonly used in patent claims to avoid a strict numerical boundary to the specified parameter.

12. A court may not read limitations from other claims into an independent claim. *Environmental Designs, Ltd. v. Union Oil Co.*, 713 F.2d 693 (Fed.Cir.1983), cert. denied, 464 U.S. 1043, 104 S.Ct. 709, 79 L.Ed.2d 173(1984). Claim differentiation presumes that the difference between claims is significant. *Tandon Corp. v. United States Int'l Trade Comm'n*, 831 F.2d 1017(Fed.Cir.1987).

13. Varied use of a disputed term in the written description demonstrates the breadth of the term rather than providing a limited definition. *Enercon GmbH v. International Trade Comm'n*, 151 F.3d 1376 (Fed.Cir.1998).

## *CLAIM CONSTRUCTION*

### *Construction of Independent Claim 1*

14. Claim 1 reads as follows (with emphasis on the disputed terms):

- a) In a windshield wiper assembly including a windshield wiper blade for wiping a windshield surface during a wiping operation, said blade comprising:
- b) an **elongated body of conventional elastomeric material** of a first coefficient of friction formed as a squeegee with opposing first and second wiping surfaces converging to an apex,
- c) and at least one **strip of material** of a second, **lower coefficient of friction** than said first coefficient,
- d) said strip having a **substantially smooth, continuous** third wiping surface,
- e) said lower coefficient of friction strip being **attached** to said body adjacent said first wiping surface and **spaced from said apex** in order to gradually come into contact with the windshield surface being wiped upon deflection of said body in said wiping operation;
- f) whereby increasing deflection of said wiper blade during said operation gradually increases contact of the first surface of the body up to a full contact area thereof and thereafter increases contact only of the third wiping surface of the lower coefficient of friction strip to thereby lower the average coefficient of the blade and avoid undesirable vibration.

15. The preamble, "In a windshield wiper assembly including a windshield wiper blade for wiping a windshield surface during a wiping operation, said blade comprising" is the preamble to the claim and as such sets forth the name of the invention (i.e., "a windshield wiper assembly including a windshield wiper blade") and the intended use (i.e., "for wiping a windshield during a wiping operation"). This language is not disputed and no interpretation is required.

*Construction of "an **elongated body** (2) of **conventional elastomeric material** of a first coefficient of friction formed as a squeegee with opposing first and second wiping surfaces converging to an apex."*

16. The disputed terms of this clause are "*elongated body*" and "*conventional elastomeric material*".

17. The Court interprets this clause as "the main or central part or mass of the blade is long and rubberlike, formed of a material having a first coefficient of friction, in the shape of a squeegee with opposing first and second wiping surfaces converging to an apex". This construction is supported by the plain meaning, including dictionary definitions of the terms, and is not manifestly altered or disclaimed by the '662 Patent specification or the prosecution history.

18. The term "body" is defined as "the principal part or mass of anything" as set forth in Webster's Comprehensive Dictionary of the English Language (1998). The adjective "elongated" simply qualifies the body as being made long.

19. The term "conventional **elastomeric material**" is construed as any common "natural or synthetic rubber

or rubberlike plastic" material. See Oxford American Dictionary (1980).

20. The '662 Patent specification does not further define the term "body", but alternately uses the term "first section" for the body (and "second section" for the-strip-). Regarding the prosecution history, claim 1 as originally filed also used the term "section" rather than body. The Examiner's change from "section" to-body-, without explanation, does not show a manifest disclaimer limiting the scope of the term "body" to a preformed part. The change does not distinguish Cavenago at all, inasmuch as that reference also has "an elongated *body* portion 28 of generally triangular shape." The intrinsic evidence as a whole does not clearly and deliberately set forth an alternate definition of "body" (that would compel a preformed body) as required by *Johnson Worldwide Assocs., Inc. v. Zebco Corp., supra*. Consequently, it is presumed under *Johnson* that the ordinary and accustomed dictionary meaning of "body" set forth above is the proper one.

*Construction of "and at least one strip of material of a second, lower coefficient of friction than said first coefficient,"*

21. The disputed terms of this clause are "*strip of material*" and "*lower coefficient of friction*".

22. The Court interprets this clause as "at least one strip, that is, long narrow piece or area, having a second, lower coefficient of friction than the body." This construction is supported by the plain meaning, including dictionary definitions, and is not manifestly altered or disclaimed by the '662 Patent specification and the prosecution history.

23. "Strip" is defined as "a narrow piece, comparatively long, as of cloth, wood, etc." See Webster's Comprehensive Dictionary of the English Language (1998) or "a long, narrow piece or area." Oxford American Dictionary (1980). None of the foregoing references require a preformed discrete piece. To construe the plain meaning of the word "strip" simply as "long narrow piece or area" is consistent with and encompasses the cited dictionary definitions.

24. The '622 patent specification does not alter the plain meaning of "strip" to require that the strip be preformed and subsequently attached to the main blade body. The description of each exemplary embodiment states that bonding may be accomplished with the use of conventional rubber cement or polysilicon bonding agents, not *must* be. Figure 8 is literally described as a strip "*bonded or otherwise adhered* to the wiping surfaces of wiper blade."

25. The prosecution history does not reflect any unambiguous intent to limit the strip to a preformed strip. To disavow the scope of a claim, a patentee must clearly and unambiguously express surrender of subject matter during prosecution *Alloc, Inc. et al. v. International Trade Commission et al.*, 342 F.3d 1361 (Fed.Cir.2003). Nowhere in the '662 patent or prosecution history does Mr. Veazie unambiguously limit the definition of "strip" to a preformed strip attached to a preformed body.

26. The Veazie's '662 patent does not claim a method for making a wiper blade, but rather the end result. Therefore, it is not limited to a particular process of bonding or mechanically attaching two discrete preformed components.

27. The plain meaning prevails and the term "strip" is given the full range of its ordinary meaning as understood by persons skilled in the relevant art. *Texas Digital Sys., Inc.*, *supra*. The Court interprets this element to require "at least one strip, that is, long narrow piece or area having a second, lower coefficient of

friction than the body."

*Construction of "said strip having a **substantially smooth, continuous** third wiping surface"*

28. The disputed terms of this clause are "*substantially smooth*" and "*continuous*".

29. The Court interprets this clause as "the strip has a largely but not wholly smooth surface without irregularities (as compared to Cavenago's bristles), not rough, and which continues without a break. This construction is supported by the plain meaning, including dictionary definitions, and is not unambiguously altered by the '662 Patent specification or the prosecution history.

30. The definition of "substantially" is "being largely but not wholly that which is specified". See Webster's 9th New Collegiate Dictionary (1985).

31. The definition of "smooth" is "having a surface without irregularities, not rough." See Webster's Comprehensive Dictionary of the English Language (1998).

32. The definition of "continuous" is "connected, extended or prolonged without a break; unbroken; uninterrupted." See Webster's Comprehensive Dictionary of the English Language (1998).

33. During prosecution, Mr. Veazie amended his claims to qualify the strip as having a "substantially smooth wiping surface" to distinguish the coarse cleaning bristles on the scrub brush pad of Cavenago '146. The Examiner considered the amendment and further amended the claims, adding "continuous" before "substantially smooth." The patent discusses at length how if the strip protrudes it can create a "rocking horse" effect, that is, a situation where the blade alternately contact the windshield with the higher coefficient of friction area and then the lower coefficient of friction strip.

34. The term "substantially smooth" was negotiated with and approved by a Patent Examiner who is one skilled in the art. Since the term was added to distinguish the rough cleaning bristles of the Cavenago patent, the term is construed by its dictionary definitions relative to Cavenago's bristles.

*Construction of "said lower coefficient of friction strip being **attached** to said body adjacent said first wiping surface and **spaced from said apex** in order to gradually come into contact with the windshield surface being wiped upon deflection of said body in said wiping operation";*

35. The disputed terms of this clause are "*attached*" and "*spaced from said apex*".

36. The Court interprets this clause as "the strip is attached, that is, fixed or made fast to the body and spaced from the apex or tip in order to gradually come into contact with the windshield surface being wiped upon deflection of the body during wiping." This construction is supported by the plain meaning, including dictionary definitions, and is not unambiguously altered by the '662 Patent specification or the prosecution history.

37. The definition of "attach" is simply "to make fast to something; affix; fasten on." See Webster's Comprehensive Dictionary of the English Language (1998).

38. The balance of this claim element requires the strip to be attached to the body and spaced from the apex

or tip in order to gradually come into contact with the windshield surface being wiped upon deflection of the body during wiping. These terms speak for themselves and no further construction is required.

39. Claim 1 does not require any minimum spacing, but merely the existence of a space. Neither the '622 patent specification nor prosecution history reflect Mr. Veazie's unambiguous intent to change the plain meaning. The '662 patent specification teaches that the low-friction strip of material needs to be offset somewhat from the tip of the blade to ensure that the higher-coefficient rubber at the tip makes first full contact during initial deflection. The plain meaning of "spaced from said apex" is clear, and neither the specification nor the prosecution history compel further limitation.

40. Defendants argue that the space must be sufficient so as not to creating a pivot point additional to the apex. However, the court may not read limitations from other claims into an independent claim. *Environmental Designs, Ltd. v. Union Oil Co.*, 713 F.2d 693(Fed.Cir.1983), cert. denied, 464 U.S. 1043, 104 S.Ct. 709, 79 L.Ed.2d 173 (1984). Here, depending claim 2 includes the limitation that the strip "... is attached without creating a pivot point additional to said apex", and it would be improper to infer this limitation into claim 1.

41. The '662 Patent specification describes the strips as being "bonded or otherwise adhered to the wiping surfaces of wiper blade." The words "bonded or otherwise adhered" are not unambiguously limited solely to glue or mechanical interlocking. Neither the specification nor the prosecution history unambiguously limit the ordinary meaning of "attached", and Defendants have not overcome the presumption that the ordinary and accustomed meaning is the proper one, demonstrating why such an alteration is required.

*Construction of "whereby increasing deflection of said wiper blade during said operation gradually increases contact of the first surface of the body up to a full contact area thereof and thereafter increases contact only of the third wiping surface of the lower coefficient of friction strip to thereby lower the average coefficient of the blade and avoid undesirable vibration."*

42. The Court chooses not to ignore this whereby clause, but construes it as specifically defining the deflection characteristics of the strip relative to the main blade body, not just the intended result of avoiding undesirable vibration. Terms contained in whereby clauses can evolve into essential features of the invention during the prosecution of the patent and, once essential, they constitute necessary limitations. During prosecution the "whereby" clause was amended, and the amendments were expressly considered by the Examiner in granting an allowance. As such the whereby clause became an essential feature of the invention and a necessary limitation.

### ***Construction of Depending Claim 2***

43. Depending Claim 2 reads as follows:

"In a windshield wiper assembly according to claim 1, wherein said lower coefficient of friction strip of material is **attached** to said body **without creating a pivot point additional to said apex.**"

44. The disputed terms of Claim 2 are "*attached*" and "*without creating a pivot point additional to said apex.*"

45. The Court interprets Claim 2 as incorporating the limitations of claim 1, plus "the lower coefficient of

friction strip is attached to the body of the blade without creating an additional pivot point or central point on which the blade turns."

46. Claim 2 depends on Claim 1 and incorporates all the same limitations by reference. Additionally, Claim 2 requires that the lower coefficient of friction strip be attached to the body of the blade without creating a pivot point additional to the pivot point created by the apex of the wiper blade." "Pivot", is defined as "a central point on which something turns or swings." The specification is consistent with the plain meaning and the latter controls.

### *Construction of Depending Claim 3*

47. Plaintiff alleges infringement of claims 1-4 and 9-12 of the '662 patent, but Defendants seek construction of all the claims per their Declaratory Judgment Counterclaim. The task is made easier because claims 9-16 are nearly identical to claims 1-8, except that they require two strips, one on each side of the body. The parties agree that claims 3-8 and 11-16 are drawn to strips having geometric shapes and these do not require interpretation.

48. Depending Claim 3 reads as follows:

"In a windshield wiper assembly according to claim 2, wherein said lower coefficient of friction strip of material is formed as an **elongate strip adapted to fit within a corresponding channel** formed in the body."

49. The disputed terms of Claim 3 are "elongate strip adapted to fit within a corresponding channel."

50. The Court interprets Claim 3 as incorporating the limitations of claim 2, plus "the strip of lower coefficient of friction material be made long and adapted to fit within a corresponding channel formed in the body of the wiper blade."

51. Claim 3 depends on Claim 1 and incorporates all same limitations by reference. Additionally, Claim 3 requires that the lower coefficient of friction strip be "formed as an elongate strip adapted to fit within a corresponding channel formed in the body." Neither the word "pre-formed" nor "slender" appear in the specification or this or any other claim of the '662 Patent.

### *Construction of Depending Claim 4*

52. Depending Claim 4 reads as follows:

"In a windshield wiper assembly according to claim 3, wherein said lower coefficient of friction strip of material is formed as an elongate strip having a substantially rectilinear cross-section."

53. The Court interprets Claim 4 to require all the elements or limitations set forth in Claim 3 plus the additional requirement that the strip be substantially rectilinear, i.e., formed by straight lines.

### *Construction of Depending Claim 5*

54. Depending Claim 5 reads as follows:

"In a windshield wiper assembly according to claim 3, wherein said lower coefficient of friction strip of material is formed as elongate strip having a substantially semi-circular cross-section."

55. The Court interprets Claim 5 to require all the elements or limitations set forth in Claim 3 plus the additional requirements of Claim 5.

### ***Construction of Depending Claim 6***

56. Depending Claim 6 reads as follows:

"In a windshield wiper assembly according to claim 2, wherein said lower coefficient of friction strip of material is formed as an elongate strip bonded exteriorly to the body."

57. The Court interprets Claim 6 to require all the elements or limitations set forth in Claim 2 plus the additional requirement that the lower coefficient of friction strip is formed as an elongate strip bonded exteriorly to the body.

58. The dictionary definition of "bond" is "to cause to adhere firmly." See Webster's 9th New Collegiate Dictionary (1985). The plain meaning of this claim is clear and there is no need to constrain it to any particular manner of bonding. Bonding may be accomplished with the use of conventional rubber cement or polysilicon bonding agents, not must be.

### ***Construction of Depending Claim 7***

59. Depending Claim 7 reads as follows:

"In a windshield wiper assembly according to claim 6, wherein said lower coefficient of friction strip of material is formed as an elongate strip having a substantially triangular cross-section."

60. The Court interprets Claim 7 to require all the elements or limitations set forth in Claim 6 plus the additional requirements of Claim 7.

### ***Construction of Depending Claim 8***

61. Depending Claim 8 reads as follows:

"In a windshield wiper assembly according to claim 6, wherein said lower coefficient of friction strip of material is formed as an elongate strip having a substantially semi-circular cross-section."

62. The Court interprets Claim 8 to require all the elements or limitations set forth in Claim 6 plus the additional requirements of Claim 8.

### ***Construction of Independent Claim 9***

63. Independent Claim 9 is essentially the same as Independent Claim 1 with the exception that Claim 9 claims "opposing strips"(one on either side of the blade body) rather than "at least one strip". Thus, the Court construes Claim 9, in concert with Claim 1, as:



- a) In a windshield wiper assembly including a windshield wiper blade for wiping a windshield surface during a wiping operation, said blade comprising:
- b) a main or central part or mass of the blade that is long and rubberlike, formed of a material having a first coefficient of friction, in the shape of a squeegee with opposing first and second wiping surfaces converging to an apex;
- c) opposing strips, that is, long narrow pieces or areas having a second, lower coefficient of friction than the body";
- d) said strips having a largely but not wholly smooth surface without irregularities (as compared to Cavenago's bristles), not rough, and which continue without a break.;
- e) the strip is attached, that is, fixed or made fast to the body and spaced from the apex or tip in order to gradually come into contact with the windshield surface being wiped upon deflection of the body during wiping;
- f) whereby increasing drag and deflection of said wiper blade during said operation gradually increases contact of the first surface of the body up to a full contact area thereof and thereafter increases contact only of the third wiping surface of the lower coefficient of friction strip to thereby lower the average coefficient of the blade and avoid undesirable vibration.

### ***Construction of Depending Claim 10***

64. Depending Claim 10 reads as follows:

"In a windshield wiper assembly according to claim 9, wherein said strips are attached to said body without creating a pivot point additional to said tip."

65. The Court interprets Claim 10 as incorporating the limitations of claim 9, plus "the lower coefficient of friction strips are attached to the body of the blade without creating an additional pivot point or central point on which the blade turns."

66. Depending Claim 10 depends on Claim 9 and incorporates all the same limitations by reference. Additionally, Claim 10 requires that the lower coefficient of friction strips be attached to the body of the blade without creating a pivot point additional to the pivot point created by the tip of the wiper blade." "Pivot" is defined as "a central point on which something turns or swings." See Oxford American Dictionary (1980). The specification is consistent with the plain meaning, and the latter controls.

### ***Construction of Depending Claim 11***

67. Depending Claim 11 reads as follows:

"In a windshield wiper assembly according to claim 10, wherein said strips are adapted to fit within corresponding channels formed in the opposing surfaces of the body."

68. The Court interprets Depending Claim 11 as incorporating the limitations of claim 10, plus "the strips of lower coefficient of friction material are adapted to fit within corresponding channels formed in the

opposing surfaces of the wiper blade."

69. Claim 11 depends on Claim 9 and incorporates all the same limitations by reference. Additionally, Claim 11 requires that the lower coefficient of friction strips be "adapted to fit within corresponding channels formed in the opposing wiping surfaces of the body." Neither the word "pre-formed" nor "slender" appear in the specification or this or any other claim of the '662 Patent.

### ***Construction of Depending Claim 12***

70. Depending Claim 12 reads as follows:

"In a windshield wiper assembly according to claim 11, wherein said strips have a substantially rectilinear cross-section."

71. The Court interprets Claim 12 to require all the elements or limitations set forth in Claim 11 plus the additional requirement that the strips be substantially rectilinear, i.e., formed by straight lines.

### ***Construction of Depending Claim 13***

72. Depending Claim 13 reads as follows:

"In a windshield wiper assembly according to claim 11, wherein said strips have a substantially semi-circular cross-section."

73. The Court interprets Claim 13 to require all the elements or limitations set forth in Claim 11 plus the additional requirements of Claim 13.

### ***Construction of Depending Claim 14***

74. Depending Claim 14 reads as follows:

"In a windshield wiper assembly according to claim 10, wherein said strips are bonded exteriorly to the opposing wiping surfaces of said body."

75. The Court interprets Claim 14 to require all the elements or limitations set forth in Claim 10 plus the additional requirement that the lower coefficient of friction strips are bonded exteriorly to the opposing wiping surfaces of the body.

76. The dictionary definition of "bond" is "to cause to adhere firmly." See Webster's 9th New Collegiate Dictionary (1985). The plain meaning of this claim is clear and there is no need to constrain it to any particular manner of bonding. Bonding may be accomplished with the use of conventional rubber cement or polysilicon bonding agents, not must be.

### ***Construction of Depending Claim 15***

77. Depending Claim 15 reads as follows:

"In a windshield wiper assembly according to claim 14, wherein said strips have a substantially triangular

cross-section."

78. The Court interprets Claim 15 to require all the elements or limitations set forth in Claim 14 plus the additional requirements of Claim 15.

***Construction of Depending Claim 16***

79. Depending Claim 16 reads as follows:

"In a windshield wiper assembly according to claim 14, wherein said strips have a substantially semi-circular cross-section."

80. The Court interprets Claim 16 to require all the elements or limitations set forth in Claim 14 plus the additional requirements of Claim 16.

**ACCORDINGLY**, this Court recommends to the District Court that the claims of the '622 Patent be constructed in accordance with the findings set forth herein.

The parties shall have ten (10) days from the date of this Report and Recommendation within which to file objections, if any, with the Honorable James C. Paine, United States District Judge assigned to this case.

**DONE AND SUBMITTED** this 29 day of December, 2003, at Fort Pierce, Northern Division of the Southern District of Florida.

S.D.Fla.,2003.

Waldemar Veazie, III v. Gates Rubber Co.

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