

Hon. Marsha J. Pechman

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

INTERVAL LICENSING LLC,

Plaintiff,

v.

AOL, INC.; APPLE, INC.; eBAY, INC.;
FACEBOOK, INC.; GOOGLE INC.;
NETFLIX, INC.; OFFICE DEPOT, INC.;
OFFICEMAX INC.; STAPLES, INC.;
YAHOO! INC.; AND YOUTUBE, LLC,

Defendants.

Case No. 2:10-cv-01385-MJP

INTERVAL LICENSING LLC’S
ANSWER TO COUNTERCLAIMS

JURY DEMAND

**INTERVAL LICENSING LLC’S ANSWER TO
GOOGLE INC.’S COUNTERCLAIMS**

Plaintiff Interval Licensing LLC (“Interval”), by and through its attorneys, files this Answer to the counterclaims of Defendant and Counterclaimant Google Inc. (“Google”) and respectfully answers as follows:

Interval denies each and every averment set forth in the Counterclaims, except for those averments expressly and specifically admitted below. To the extent that the headings and non-numbered statements in the Counterclaims contain any averments, Interval denies each and every such averment.

1. Paragraphs 1-89 do not contain any allegations that require an answer. To the extent necessary, Interval incorporates by reference and realleges the allegations in its First Amended Complaint.

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Affirmative Defenses

First Affirmative Defense

2. Interval denies the allegations in ¶ 76.

Second Affirmative Defense

3. Interval denies the allegations in ¶ 77.

Third Affirmative Defense

4. Paragraph 78 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 78.

Fourth Affirmative Defense

5. Paragraph 79 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 79.

Fifth Affirmative Defense

6. Paragraph 80 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 80.

Sixth Affirmative Defense

7. Interval denies the allegations in ¶ 81.

Seventh Affirmative Defense

8. Paragraph 82 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 82.

Eighth Affirmative Defense

9. Paragraph 83 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 83.

10. Paragraph 84 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 84.

11. Paragraph 85 does not contain allegations that require a response. To the extent a response is warranted, Interval denies the allegations in ¶ 85.

1 **Ninth Affirmative Defense**

2 12. Paragraph 86 contains legal conclusions that require no response. To the extent a
3 response is required, Interval denies the allegations in ¶ 86.

4 **Tenth Affirmative Defense**

5 13. Paragraph 87 contains legal conclusions that require no response. To the extent a
6 response is required, Interval denies the allegations in ¶ 87.

7 **Eleventh Affirmative Defense**

8 14. Paragraph 88 does not contain allegations that require a response. To the extent a
9 response is warranted, Interval denies the allegations in ¶ 88.

10 **Twelfth Affirmative Defense**

11 15. Paragraph 89 contains legal conclusions that require no response. To the extent a
12 response is required, Interval denies the allegations in ¶ 89.

13 **COUNTERCLAIMS**

14 **Jurisdiction and Venue**

15 16. Interval admits the allegations in ¶ 90 that this court has jurisdiction.

16 17. Interval admits the allegations in ¶ 91 that this court has personal jurisdiction over
17 Interval.

18 18. Interval admits the allegations in ¶ 92 that venue is proper in this Judicial District.

19 **COUNT I**

20 **(Declaratory Judgment of Invalidity of the '507 Patent)**

21 19. Interval incorporates by reference its responses to paragraphs 90 to 92 as if fully set forth
22 herein.

23 20. Interval denies the allegations in ¶ 94.

24 21. Interval admits the allegations in ¶ 95 that it alleges that Google infringes one or more
25 claims of the '507 patent, that Google contends that the '507 patent is invalid, and therefore an
26 actual controversy exists between Interval and Google regarding the '507 patent.

27 22. Interval denies the allegations in ¶ 96.

1 23. Interval denies the allegations in ¶ 97.

2 **COUNT II**

3 **(Declaratory Judgment of Invalidity of the ‘652 Patent)**

4 24. Interval incorporates by reference its responses to paragraphs 90 to 97 as if fully set forth
5 herein.

6 25. Interval denies the allegations in ¶ 99.

7 26. Interval admits the allegations in ¶ 100 that it alleges that Google infringes one or more
8 claims of the ‘652 patent, that Google contends that the ‘652 patent is invalid, and therefore an
9 actual controversy exists between Interval and Google regarding the ‘652 patent.

10 27. Interval denies the allegations in ¶ 101.

11 28. Interval denies the allegations in ¶ 102.

12 **COUNT III**

13 **(Declaratory Judgment of Invalidity of the ‘314 Patent)**

14 29. Interval incorporates by reference its responses to paragraphs 90 to 102 as if fully set forth
15 herein.

16 30. Interval denies the allegations in ¶ 104.

17 31. Interval admits the allegations in ¶ 105 that it alleges that Google infringes one or more
18 claims of the ‘314 patent, that Google contends that the ‘314 patent is invalid, and therefore an
19 actual controversy exists between Interval and Google regarding the ‘314 patent.

20 32. Interval denies the allegations in ¶ 106.

21 33. Interval denies the allegations in ¶ 107.

22 **COUNT IV**

23 **(Declaratory Judgment of Invalidity of the ‘682 Patent)**

24 34. Interval incorporates by reference its responses to paragraphs 90 to 107 as if fully set forth
25 herein.

26 35. Interval denies the allegations in ¶ 109.

1 36. Interval admits the allegations in ¶ 110 that it alleges that Google infringes one or more
2 claims of the '682 patent, that Google contends that the '682 patent is invalid, and therefore an
3 actual controversy exists between Interval and Google regarding the '682 patent.

4 37. Interval denies the allegations in ¶ 111.

5 38. Interval denies the allegations in ¶ 112.

6 **COUNT V**

7 **(Declaratory Judgment of Non-Infringement of the '507 Patent)**

8 39. Interval incorporates by reference its responses to paragraphs 90 to 112 as if fully set forth
9 herein.

10 40. Interval admits the allegations in ¶ 114 that it alleges that Google infringes one or more
11 claims of the '507 patent, and that Google denies those allegations.

12 41. Interval admits the allegations in ¶ 115 that an actual controversy exists between Interval
13 and Google over the alleged infringement of the '507 patent.

14 42. Interval denies the allegations in ¶ 116.

15 43. Interval denies the allegations in ¶ 117.

16 **COUNT VI**

17 **(Declaratory Judgment of Non-Infringement of the '652 Patent)**

18 44. Interval incorporates by reference its responses to paragraphs 90 to 117 as if fully set forth
19 herein.

20 45. Interval admits the allegations in ¶ 119 that it alleges that Google infringes one or more
21 claims of the '652 patent, and that Google denies those allegations.

22 46. Interval admits the allegations in ¶ 120 that an actual controversy exists between Interval
23 and Google over the alleged infringement of the '652 patent.

24 47. Interval denies the allegations in ¶ 121.

25 48. Interval denies the allegations in ¶ 122.

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COUNT VII

(Declaratory Judgment of Non-Infringement of the ‘314 Patent)

49. Interval incorporates by reference its responses to paragraphs 90 to 122 as if fully set forth herein.

50. Interval admits the allegations in ¶ 124 that it alleges that Google infringes one or more claims of the ‘314 patent, and that Google denies those allegations.

51. Interval admits the allegations in ¶ 125 that an actual controversy exists between Interval and Google over the alleged infringement of the ‘314 patent.

52. Interval denies the allegations in ¶ 126.

53. Interval denies the allegations in ¶ 127.

COUNT VIII

(Declaratory Judgment of Non-Infringement of the ‘682 Patent)

54. Interval incorporates by reference its responses to paragraphs 90 to 127 as if fully set forth herein.

55. Interval admits the allegations in ¶ 129 that it alleges that Google infringes one or more claims of the ‘682 patent, and that Google denies those allegations.

56. Interval admits the allegations in ¶ 130 that an actual controversy exists between Interval and Google over the alleged infringement of the ‘682 patent.

57. Interval denies the allegations in ¶ 131.

58. Interval denies the allegations in ¶ 132.

PRAYER FOR RELIEF

59. In response to Google’s Prayer for Relief, Interval denies that Google is entitled to relief of any kind.

REQUEST FOR RELIEF

60. WHEREFORE, Interval respectfully requests judgment of the Court against Google as follows:

- (a) Dismissal of Google’s counterclaims with prejudice;

1 (b) Declaration that Google has infringed, directly and/or indirectly, U.S. Patent Nos.
2 6,263,507; 6,757,682; 6,034,652; and 6,788,314;

3 (c) Awarding the damages arising out of Google's infringement of U.S. Patent Nos.
4 6,263,507; 6,757,682; 6,034,652; and 6,788,314, to Interval, together with prejudgment and post-
5 judgment interest, in an amount according to proof;

6 (d) Permanently enjoining Google and its respective officers, agents, employees, and
7 those acting in privity with them, from further infringement, including contributory infringement
8 and/or inducing infringement, of U.S. Patent Nos. 6,263,507, 6,034,652, 6,788,314, and
9 6,757,682, or in the alternative, awarding a royalty for post judgment infringement;

10 (e) Awarding attorney's fees pursuant to 35 U.S.C. § 285 or as otherwise permitted by
11 law; and

12 (f) Awarding such other costs and further relief as the Court may deem just and
13 proper.

14
15 Dated: February 7, 2011

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CERTIFICATE OF SERVICE

I hereby certify that on February 7, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following counsel of record:

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