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11 Counsel for AMAZON.COM, INC.
and AMAZON WEB SERVICES, INC.

12 UNITED STATES DISTRICT COURT
13
14 NORTHERN DISTRICT OF CALIFORNIA

15 IN RE PERSONALWEB TECHNOLOGIES,
16 LLC, ET AL., PATENT LITIGATION

17 AMAZON.COM, INC. and AMAZON WEB
18 SERVICES, INC.,

19 Plaintiffs,

20 v.

21 PERSONALWEB TECHNOLOGIES, LLC, and
22 LEVEL 3 COMMUNICATIONS, LLC,

23 Defendants.

24 PERSONALWEB TECHNOLOGIES, LLC and
25 LEVEL 3 COMMUNICATIONS, LLC,

26 Counterclaimants,

27 v.

28 AMAZON.COM, INC. and AMAZON WEB
SERVICES, INC.,

Counterdefendants

Case No.: 5:18-md-02834-BLF

**ANSWER OF AMAZON.COM, INC.
AND AMAZON WEB SERVICES, INC.
TO FIRST AMENDED COUNTER-
CLAIMS OF PERSONALWEB TECH-
NOLOGIES, LLC AND LEVEL 3 COM-
MUNICATIONS, LLC**

DEMAND FOR JURY TRIAL

Case No. 5:18-cv-00767-BLF

1 Amazon.com, Inc. (“Amazon.com”) and Amazon Web Services, Inc. (“AWS” and together
2 with Amazon.com, “Amazon”) hereby answer the first amended counterclaims of PersonalWeb
3 Technologies, LLC and Level 3 Communications, LLC (“PersonalWeb”) as follows:

4 **PRELIMINARY STATEMENT**

5 1. Amazon lacks knowledge or information to form a belief as to the truth or falsity of
6 the allegations of paragraph 1 of the counterclaims, and, on that basis, denies them.

7 2. Amazon lacks knowledge or information to form a belief as to the truth or falsity of
8 the allegations of paragraph 2 of the counterclaims, and, on that basis, denies them.

9 3. Amazon lacks knowledge or information to form a belief as to the truth or falsity of
10 the allegations of paragraph 3 of the counterclaims, and, on that basis, denies them.

11 **THE PARTIES**

12 4. Amazon lacks knowledge or information to form a belief as to the truth or falsity of
13 the allegations of paragraph 4 of the counterclaims, and, on that basis, denies them.

14 5. Amazon lacks knowledge or information to form a belief as to the truth or falsity of
15 the allegations of paragraph 5 of the counterclaims, and, on that basis, denies them.

16 6. Amazon lacks knowledge or information to form a belief as to the truth or falsity of
17 the allegations of paragraph 6 of the counterclaims, and, on that basis, denies them.

18 7. Amazon admits that Amazon.com is a Delaware corporation with offices and em-
19 ployees throughout several of the United States, including in the Northern District of California.

20 8. Amazon admits that AWS is a wholly-owned subsidiary of Amazon.com.

21 **JURISDICTION AND VENUE**

22 9. Amazon admits that PersonalWeb purports to allege an action for patent infringe-
23 ment arising out of the patent laws of the United States, 35 U.S.C. § 1, *et seq.*, and that this Court
24 has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

25 10. The statements set forth in paragraph 10 constitute legal conclusions. To the extent
26 a response is required, Amazon admits that it has an established place of business in this district.
27 Amazon admits for purposes of this case only that venue is proper in this district. Amazon denies
28 the remaining allegations of Paragraph 10.

1 11. The statements set forth in paragraph 11 constitute legal conclusions. To the extent
2 a response is required, Amazon admits that it filed this declaratory judgment action to defend its
3 customers and technology against PersonalWeb's infringement claims. Amazon admits for pur-
4 poses of this case only that the Court has personal jurisdiction over Amazon.com. Amazon denies
5 the remaining allegations of paragraph 11.

6 12. The statements set forth in Paragraph 12 constitute legal conclusions. To the extent
7 a response is required, Amazon admits that it filed this declaratory judgment action to defend its
8 customers and technology against PersonalWeb's infringement claims. Amazon admits for pur-
9 poses of this case only that the Court has personal jurisdiction over AWS. Amazon denies the
10 remaining allegations of paragraph 12.

11 **PERSONALWEB BACKGROUND**

12 13. Amazon denies the allegations of paragraph 13 of the counterclaims.

13 14. Amazon admits that the ability to identify specific data is a useful feature in com-
14 puter systems and networks. Amazon further admits that in some systems, data can be identified
15 using file names and information about the file's location on a hard drive or network. It is not clear
16 what PersonalWeb means by an "early operating system," "standardized naming conventions," or
17 "storage identifiers." Amazon therefore denies the remaining allegations of paragraph 14 of the
18 counterclaims.

19 15. Amazon denies that prior to the filing of the patents-in-suit "[n]o solution existed to
20 ensure that identical file names referred to the same data, and conversely, that different file names
21 referred to different data." Indeed, solutions to this problem existed in the prior art. Amazon lacks
22 knowledge or information to form a belief as to the truth or falsity of the remaining allegations of
23 paragraph 15 of the counterclaims, and, on that basis, denies them.

24 16. Amazon admits that the specification of the patents-in-suit describes "substantially
25 unique identifiers" and states that "data items" may be "the contents of a file, a portion of a file, a
26 page in memory, an object in an object-oriented program, a digital message, a digital scanned im-
27 age, a part of a video or audio signal, or any other entity which can be represented by a sequence
28 of bits." Amazon denies the remaining allegations of paragraph 16 of the counterclaims.

1 17. Amazon admits that the patents-in-suit refer to a “data item” as a “sequence of bits”
2 and purport to describe a function that, when applied to a data block, is “virtually guaranteed to
3 produce a different value” and “computationally difficult” to reproduce with a different data block.
4 Amazon lacks knowledge or information to form a belief as to the truth or falsity of the remaining
5 allegations of paragraph 17 of the counterclaims, and, on that basis, denies them.

6 18. Amazon admits that the patents-in-suit refer to the assignment of a content-based
7 identifier, which the specification refers to as a “True Name.” Amazon further admits that the
8 specification of the patents-in-suit provides that the “probability of collision”—the likelihood of
9 different data items being assigned the same True Name—would be “approximately 1 in 2²⁹.” Am-
10 azon lacks knowledge or information to form a belief as to the truth or falsity of the remaining
11 allegations of paragraph 18 of the counterclaims, and, on that basis, denies them.

12 19. Amazon denies the allegations of paragraph 19 of the counterclaims to the extent
13 they suggest that the claimed subject matter constituted an improvement over prior art systems and
14 methods. Amazon lacks knowledge or information to form a belief as to the truth or falsity of the
15 remaining allegations of paragraph 19 of the counterclaims, and, on that basis, denies them.

16 20. Amazon admits that the patents-in-suit purport to claim priority to an abandoned
17 application filed on April 11, 1995. Amazon further admits that U.S. Patent No. 5,978,791, the
18 first of the patents-in-suit, provides on its face that it was issued on November 2, 1999. Amazon
19 further admits that all of the patents-in-suit at issue in this case have expired, and that PersonalWeb
20 purports to assert claims for infringement against Amazon, its technology, and its customers for the
21 time period prior to the expiration of the patents. Amazon denies that any of the patents-in-suit
22 “elevated data-processing systems over conventional file naming systems.”

23 21. Amazon denies that PersonalWeb has successfully enforced its intellectual property
24 rights against Amazon—to the contrary, PersonalWeb tried and failed to assert its patents against
25 Amazon in a prior case in the Eastern District of Texas. Amazon prevailed in that case and Per-
26 sonalWeb was forced to dismiss its claims against Amazon with prejudice. Amazon lacks
27 knowledge or information about PersonalWeb’s other intellectual property enforcement efforts and
28

1 license agreements, and therefore denies the remaining allegations of paragraph 21 of the counter-
2 claims.

3 22. Amazon admits that PersonalWeb has filed actions against more than 80 Amazon
4 customers, alleging infringement of the same patents PersonalWeb tried and failed to assert against
5 Amazon based on the customers' use of Amazon's S3 technology. Amazon admits PersonalWeb's
6 amended customer complaints reference website architecture, but denies that PersonalWeb has as-
7 serted any coherent theory of infringement based on that technology. Amazon denies that HTTP
8 responses provided by S3 or otherwise either "authorize" or deny "authorization" to use or render
9 S3 objects or cached content. Amazon denies that PersonalWeb's claims and allegations against
10 Amazon's customers have any merit whatsoever, or that PersonalWeb's allegations are directed to
11 or in any way specific to the customer websites identified in the complaints. PersonalWeb's claims
12 are largely directed to Amazon's S3 technology, not any technology of the customers it named as
13 defendants in these cases. Amazon denies the remaining allegations of paragraph 22.

14 23. Amazon admits that PersonalWeb purports to allege patent infringement by Amazon
15 and Amazon's customers. While the legal conclusions in this paragraph require no response, Am-
16 azon specifically denies that PersonalWeb has any viable claim for relief against either Amazon or
17 Amazon's customers, under any theory.

18 24. Amazon admits that PersonalWeb purports to allege patent infringement by Amazon
19 and Amazon's customers. While the legal conclusions in this paragraph require no response, Am-
20 azon specifically denies that PersonalWeb has any viable claim for relief against either Amazon or
21 Amazon's customers, under any theory.

22 **GENERAL BACKGROUND**

23 25. Amazon admits that webpages may be retrieved over the World Wide Web and may
24 be rendered by a web browser to be displayed electronically. Amazon further admits that the term
25 "webpage" may colloquially refer to what is viewable in the browser or to a computer file written
26 in the Hypertext Markup Language ("HTML"). Amazon further admits that an HTML file may
27 include text, formatting instructions, and references to other web contents. Amazon denies that a
28

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