

1 J. DAVID HADDEN (CSB No. 176148)
dhadden@fenwick.com
2 SAINA S. SHAMILOV (CSB No. 215636)
sshamilov@fenwick.com
3 TODD R. GREGORIAN (CSB No. 236096)
tgregorian@fenwick.com
4 PHILLIP J. HAACK (CSB No. 262060)
phaack@fenwick.com
5 RAVI R. RANGANATH (CSB No. 272981)
rranganath@fenwick.com
6 SHANNON E. TURNER (CSB No. 310121)
sturner@fenwick.com
7 CHIEH TUNG (CSB No. 318963)
ctung@fenwick.com
8 FENWICK & WEST LLP
Silicon Valley Center
9 801 California Street
Mountain View, CA 94041
10 Telephone: 650.988.8500
Facsimile: 650.938.5200

11 Counsel for Twitch Interactive, Inc.

12
13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN JOSE DIVISION
16

17 IN RE: PERSONAL WEB TECHNOLOGIES,
LLC ET AL., PATENT LITIGATION

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

18
19 PERSONALWEB TECHNOLOGIES, LLC and
20 LEVEL 3 COMMUNICATIONS, LLC,

Case No.: 5:18-cv-05619-BLF

21 Plaintiffs,

**ANSWER OF TWITCH
INTERACTIVE, INC. TO FIRST
AMENDED COMPLAINT**

22 v.

23 TWITCH INTERACTIVE, INC.,

24 Defendant.
25
26
27
28

1 Twitch Interactive, Inc. (“Twitch”) hereby answers the first amended complaint (the
2 “complaint”) of PersonalWeb Technologies, LLC and Level 3 Communications, LLC
3 (“PersonalWeb”) as follows:

4 **PRELIMINARY STATEMENT**

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

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

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

11 **THE PARTIES**

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

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

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

18 7. Twitch admits that Twitch is a Delaware corporation with its principal place of
19 business in San Francisco, California. Twitch denies the remaining allegations of Paragraph 7.

20 **JURISDICTION AND VENUE**

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

24 9. The statements set forth in paragraph 9 constitute legal conclusions. To the extent
25 a response is required, Twitch admits that it is incorporated in the State of Delaware and has an
26 established place of business in this district. Twitch admits for purposes of this case only that venue
27 is proper in this district. Twitch denies the remaining allegations of Paragraph 9.

28 10. The statements set forth in paragraph 10 constitute legal conclusions. To the extent

1 a response is required, Twitch admits that it has a principal place of business in this district and
2 admits for purposes of this case only that the Court has personal jurisdiction over Twitch. Twitch
3 denies the remaining allegations of paragraph 10.

4 **PERSONALWEB BACKGROUND**

5 11. Twitch denies the allegations of paragraph 11 of the complaint.

6 12. Twitch admits that the ability to identify specific data is a useful feature in computer
7 systems and networks. Twitch further admits that in some systems, data can be identified using
8 file names and information about the file's location on a hard drive or network. It is not clear what
9 PersonalWeb means by an "early operating system," "standardized naming conventions," or
10 "storage identifiers." Twitch therefore denies the remaining allegations of paragraph 12 of the
11 complaint.

12 13. Twitch denies that prior to the filing of the patents-in-suit "[n]o solution existed to
13 ensure that identical file names referred to the same data, and conversely, that different file names
14 referred to different data." Indeed, solutions to this problem existed in the prior art. Twitch lacks
15 knowledge or information to form a belief as to the truth or falsity of the remaining allegations of
16 paragraph 13 of the complaint, and, on that basis, denies them.

17 14. Twitch admits that the specification of the patents-in-suit describes "substantially
18 unique identifiers" and states that "data items" may be "the contents of a file, a portion of a file, a
19 page in memory, an object in an object-oriented program, a digital message, a digital scanned
20 image, a part of a video or audio signal, or any other entity which can be represented by a sequence
21 of bits." Twitch denies the remaining allegations of paragraph 14 of the complaint.

22 15. Twitch admits that the patents-in-suit refer to a "data item" as a "sequence of bits"
23 and purport to describe a function that, when applied to a data block, is "virtually guaranteed to
24 produce a different value" and "computationally difficult" to reproduce with a different data block.
25 Twitch lacks knowledge or information to form a belief as to the truth or falsity of the remaining
26 allegations of paragraph 15 of the complaint, and, on that basis, denies them.

27 16. Twitch admits that the patents-in-suit refer to the assignment of a content-based
28 identifier, which the specification refers to as a "True Name." Twitch further admits that the

1 specification of the patents-in-suit provides that the “probability of collision”—the likelihood of
2 different data items being assigned the same True Name—would be “approximately 1 in 2²⁹.”
3 Twitch lacks knowledge or information to form a belief as to the truth or falsity of the remaining
4 allegations of paragraph 16 of the complaint, and, on that basis, denies them.

5 17. Twitch denies the allegations of paragraph 17 of the complaint to the extent they
6 suggest that the claimed subject matter constituted an improvement over prior art systems and
7 methods. Twitch lacks knowledge or information to form a belief as to the truth or falsity of the
8 remaining allegations of paragraph 17 of the complaint, and, on that basis, denies them.

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

16 19. Twitch lacks knowledge or information about PersonalWeb’s intellectual property
17 enforcement efforts and license agreements, and, on that basis, denies the allegations of paragraph
18 19 of the complaint.

19 GENERAL BACKGROUND

20 20. Twitch admits that webpages may be retrieved over the World Wide Web and may
21 be rendered by a web browser to be displayed electronically. Twitch further admits that the term
22 “webpage” may colloquially refer to what is viewable in the browser or to a computer file written
23 in the Hypertext Markup Language (“HTML”). Twitch further admits that an HTML file may
24 include text, formatting instructions, and references to other web content. Twitch denies that a
25 “webpage” as displayed by a browser consists of a single document. Twitch admits that
26 PersonalWeb purports to define a “webpage base file” as an HTML file. Twitch admits that that
27 PersonalWeb purports to define “asset files” as “Web content referenced in an HTML or similar
28 file.” Twitch admits that a web browser can retrieve web content specified in an HTML file or in

1 other web content as part of the process of displaying a webpage. Twitch denies the remaining
2 allegations of paragraph 20 of the complaint.

3 21. Twitch admits that web hyperlinks generally include Uniform Resource Identifiers
4 (“URIs”) which may include an address of a server or host and a path to the location of a file or
5 other web resource. Twitch admits that the path component of a URI may include a filename.
6 Twitch denies the remaining allegations of paragraph 21 of the complaint.

7 22. Twitch admits that a web browser may retrieve an HTML file from a remote web
8 server. Twitch further admits that a web browser may make a GET request to a server using the
9 Hypertext Transfer Protocol (“HTTP”) and that a server may respond to an HTTP request with a
10 response which may include web content or other information. Twitch denies the remaining
11 allegations of paragraph 22 of the complaint.

12 23. Twitch admits that the term “dynamic webpage” often describes an HTML file that
13 is generated by software in response to an HTTP request. Twitch admits that a “static webpage”
14 typically describes an HTML file that is delivered by a web server without being generated in
15 response to an HTTP request. Twitch admits that web server applications may generate HTML
16 files. Twitch denies the remaining allegations of paragraph 23 of the complaint.

17 24. Twitch admits that many web browsers are capable of storing web content in a cache
18 and, when a cache is available and enabled, that a web browser can use cached content rather than
19 downloading the same file repeatedly over the Internet. Twitch further admits that using cached
20 content can increase the speed at which a browser displays web content. Twitch denies the
21 remaining allegations of paragraph 24 of the complaint.

22 25. Twitch admits that two computers communicating with one another over the Internet
23 are not typically directly connected. Twitch admits that web content may be served via web servers
24 that in turn retrieve content from upstream or “origin” servers. Twitch further admits that web
25 servers may cache content and serve requested web content from a cache under certain
26 circumstances. Twitch denies the remaining allegations of paragraph 25 of the complaint.

27 26. Twitch admits that HTTP responses can include a header and a body. Twitch further
28 admits that HTTP response headers can contain a header called “cache-control” that can override

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