

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

LOGANTREE LP	)	
	)	
<i>Plaintiff,</i>	)	
	)	Case: 6:17-cv-01217-EFM-KGS
v.	)	
	)	
GARMIN INTERNATIONAL, INC., and	)	JURY TRIAL DEMANDED
GARMIN USA, INC.	)	
	)	
<i>Defendants.</i>	)	

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**DEFENDANTS’ FIRST AMENDED ANSWER TO  
PLAINTIFF’S ORIGINAL COMPLAINT**

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Defendants Garmin International, Inc., and Garmin USA, Inc. (“Garmin”), answers the Plaintiff’s Original Complaint (“Complaint”) by Plaintiff LoganTree LP (“LoganTree”) as follows:

1. Garmin admits that the Complaint purports to be an action for patent infringement arising under 35 U.S.C. § 271, *et seq.* However, Garmin denies that LoganTree’s Complaint sets forth valid or meritorious claims for patent infringement.

**PARTIES**

2. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 2 and, therefore denies the same.

3. Admitted.

4. Admitted.

5. Garmin Ltd. was dismissed on November 21, 2017 [Dkt. No. 16] and is no longer a party to this action; therefore, no response is necessary.

6. Admitted.

7. Garmin admits that it sells and offers to sell products and services throughout the United States, including in this judicial district. Garmin denies the remaining allegations of Paragraph 7.

### **JURISDICTION AND VENUE**

8. Garmin admits that LoganTree's Complaint purports to be an action for patent infringement arising under Title 35 of the United States Code. Garmin further admits that this Court has subject matter jurisdiction over meritorious contentions for patent infringement generally under 28 U.S.C. §§ 1331 and 1338(a). However, Garmin denies that LoganTree's Complaint sets forth a valid or meritorious claim for patent infringement.

9. Garmin admits that it resides in this State and judicial district and, as such, this Court has personal jurisdiction over Garmin. Garmin denies the remaining allegations in Paragraph 9.

10. Garmin admits that that it advertises, offers to sell, and sells products and/or services in the United States, State of Kansas, and District of Kansas. Garmin admits that it solicits customers in the State of Kansas and the District of Kansas. Garmin admits it has customers who are residents of the State of Kansas and District of Kansas. Garmin admits that it derives revenue from goods and services provided to individuals in the State and District of Kansas. Garmin denies any remaining allegations in Paragraph 10.

11. Garmin admits that Garmin International, Inc. and Garmin USA, Inc. are both incorporated in the State of Kansas. Garmin Ltd. was dismissed on November 21, 2017 [Dkt. No. 16] and is no longer a party to this action; therefore, no response is necessary on behalf of Garmin Ltd. Garmin admits that Garmin has transacted business in the District of Kansas. Garmin denies

the remaining allegations of Paragraph 11. Garmin does not agree with LoganTree's request for designation of trial in Wichita and intends to file a motion for intra-district transfer.

### **THE PATENT-IN-SUIT**

12. Garmin admits that Exhibit A purports to be a copy of U.S. Patent No. 6,059,576 ("the '576 Patent"). Garmin is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 12 and, therefore denies the same.

13. Garmin admits that Exhibit B purports to be a copy of U.S. Patent No. 6,059,576 C1 ("the '576 Reexamination Certificate"). Garmin is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 13 and, therefore denies the same.

14. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 14 and, therefore denies the same.

15. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 15 and, therefore denies the same.

### **MR. BRANN'S INVENTION**

16. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 16 and, therefore denies the same.

17. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 17 and, therefore denies the same.

18. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 18 and, therefore denies the same.

19. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 19 and, therefore denies the same.

20. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 20 and, therefore denies the same.

**DIFFERENT WAYS TO PROGRAM MR. BRANN'S INVENTION**

21. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 21 and, therefore denies the same.

22. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 22 and, therefore denies the same.

23. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 23 and, therefore denies the same.

**THE REEXAMINATION**

24. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 24 and, therefore denies the same.

25. Garmin admits that Paragraph 25 appears to recite the text of Claim 1 of the '576 Reexamination Certificate. Garmin is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in Paragraph 25 and, therefore denies the same.

26. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 26 and, therefore denies the same.

27. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 27 and, therefore denies the same.

28. Garmin responds that Paragraph 28 appears to recite the text of Claim 13 of the '576 Reexamination Certificate. Garmin is without knowledge or information sufficient to form a

belief as to the truth of any remaining allegations set forth in Paragraph 28 and, therefore denies the same.

29. Garmin is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 29 and, therefore denies the same.

30. Garmin admits that Paragraph 30 appears to recite the text of Claim 20 of the '576 Reexamination Certificate. Garmin is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in Paragraph 30 and, therefore denies the same.

**COUNT ONE: INFRINGEMENT OF THE REEXAMINED '576 PATENT**

31. Garmin incorporates by reference its responses to the paragraphs above.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

40. Denied.

41. Denied.

**RESPONSE TO PRAYER FOR RELIEF**

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