

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

	)	
IN RE: MAXIM INTEGRATED PRODUCTS, INC., MDL NO. 2354	)	Master Docket
	)	Misc. No. 12-244
	)	MDL No. 2354
This Document Relates to: 12-cv-1641	)	
	)	CONTI, District Judge
MAXIM INTEGRATED PRODUCTS, INC.,	)	
Plaintiff,	)	C.A. No. 2:12-cv-1641-NBF
v.	)	
JPMORGAN CHASE & CO. and	)	
JPMORGAN CHASE BANK, N.A.,	)	
Defendants/Counterclaim Plaintiff.	)	
	)	

**ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS OF  
JPMORGAN CHASE & CO. AND JPMORGAN CHASE BANK, N.A.  
TO PLAINTIFF’S COMPLAINT FOR PATENT INFRINGEMENT**

Defendants JP Morgan Chase & Co. and JP Morgan Chase Bank, N.A. (collectively, “JPM”) answer plaintiff Maxim Integrated Products, Inc.’s (“Maxim”) Complaint as follows:

**THE PARTIES**

1. JPM is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1 and therefore deny these allegations.

2. JPM admits that JPMorgan Case is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located in New York, NY.

JPM denies the remaining allegations contained in Paragraph 2.

3. JPM admits that Chase Bank is a wholly-owned subsidiary of JPMorgan Chase. JPM denies that Chase Bank has a principal place of business in New York, NY. JPM denies the remaining allegations contained in Paragraph 3.

**JURISDICTION AND VENUE**

4. JPM admits that Maxim purports to bring this action under Title 35 of the United States Code.

5. JPM admits that the U.S. District Court for the Western District of Pennsylvania has subject matter jurisdiction of this Multidistrict Litigation under 28 U.S.C. §§ 1407. All remaining allegations of paragraph 5, not specifically admitted, are denied.

6. With respect to the allegations set forth in paragraph 6, JPMorgan Chase admits that the United States District Court for the Western District of Pennsylvania has personal jurisdiction over JPMorgan Chase for this Multidistrict Litigation. Maxim initiated a patent infringement action against JPMorgan Chase in the U.S. District Court for the Eastern District of Texas, Case No. 4:12-CV-00619, which was subsequently transferred to the U.S. District Court for the Western District of Pennsylvania for pretrial proceedings. JPMorgan Chase denies that it have committed or continues to commit any acts of infringement of the patents-in-suit in this jurisdiction or elsewhere. All remaining allegations of paragraph 6, not specifically admitted, are denied.

7. With respect to the allegations set forth in paragraph 7, Chase Bank admits that the U.S. District Court for the Western District of Pennsylvania has personal jurisdiction over Chase Bank for this Multidistrict Litigation. Maxim initiated a patent infringement action against Chase Bank in the U.S. District Court for the Eastern District of Texas, Case No. 4:12-CV-00619, which was subsequently transferred to the U.S. District Court for the Western

District of Pennsylvania for pretrial proceedings. Chase Bank denies that it has committed or continues to commit any acts of infringement of the patents-in-suit in this jurisdiction or elsewhere. All remaining allegations of paragraph 7, not specifically admitted, are denied.

8. JPM denies that venue is proper or convenient in this judicial district. JPM further denies all remaining allegations of paragraph 8.

### **THE ASSERTED PATENTS**

9. JPM admits that U.S. Patent No. 5,940,510 (the “’510 patent”) attached as Exhibit A to the Complaint is entitled “Transfer of Valuable Information Between a Secure Module and Another Module.” JPM denies the remaining allegations, including the allegation that the ’510 patent was legally issued, of paragraph 9.

10. JPM is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 10 and therefore deny these allegations.

11. JPM admits that U.S. Patent No. 5,949,880 (the “’880 patent”) attached as Exhibit B to the Complaint is entitled “Transfer of Valuable Information Between a Secure Module and Another Module.” JPM denies the remaining allegations, including the allegation that the ’880 patent was legally issued, of paragraph 11.

12. JPM is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 12 and therefore deny these allegations.

13. JPM admits that U.S. Patent No. 6,105,013 (the “’013 patent”) attached as Exhibit C to the Complaint is entitled “Method, Apparatus, System, and Firmware for Secure Transactions.” JPM denies the remaining allegations, including the allegation that the ’013 patent was legally issued, of paragraph 13.

14. JPM is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 14 and therefore deny these allegations.

15. JPM admits that U.S. Patent No. 6,237,095 (the “’095 patent”) attached as Exhibit D to the Complaint is entitled “Apparatus for Transfer of Secure Information Between a Data Carrying Module and an Electronic Device.” JPM denies the remaining allegations, including the allegation that the ’095 patent was legally issued, of paragraph 15.

16. JPM is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 16 and therefore deny these allegations.

17. JPM is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 17 and therefore deny these allegations.

18. JPM denies the allegations set forth in paragraph 18 of the Complaint.

**COUNT I: Alleged Infringement of the ’510 Patent**

19. JPM hereby reiterates and incorporates by reference the responses and denials set forth in paragraphs 1-18 above.

20. JPM denies the allegations set forth in paragraph 20 of the Complaint.

21. JPM denies the allegations set forth in paragraph 21 of the Complaint.

22. JPM denies the allegations set forth in paragraph 22 of the Complaint.

23. JPM denies the allegations set forth in paragraph 23 of the Complaint.

24. JPM denies the allegations set forth in paragraph 24 of the Complaint.

25. JPM denies the allegations set forth in paragraph 25 of the Complaint.

26. JPM denies the allegations set forth in paragraph 26 of the Complaint.

**COUNT II: Alleged Infringement of the '880 Patent**

27. JPM hereby reiterates and incorporates by reference the responses and denials set forth in paragraphs 1-18 above.

28. JPM denies the allegations set forth in paragraph 28 of the Complaint.

29. JPM denies the allegations set forth in paragraph 29 of the Complaint.

30. JPM denies the allegations set forth in paragraph 30 of the Complaint.

31. JPM denies the allegations set forth in paragraph 31 of the Complaint.

32. JPM denies the allegations set forth in paragraph 32 of the Complaint.

33. JPM denies the allegations set forth in paragraph 33 of the Complaint.

34. JPM denies the allegations set forth in paragraph 34 of the Complaint.

**COUNT III: Alleged Infringement of the '013 Patent**

35. JPM hereby reiterates and incorporates by reference the responses and denials set forth in paragraphs 1-18 above.

36. JPM denies the allegations set forth in paragraph 36 of the Complaint.

37. JPM denies the allegations set forth in paragraph 37 of the Complaint.

38. JPM denies the allegations set forth in paragraph 38 of the Complaint.

39. JPM denies the allegations set forth in paragraph 39 of the Complaint.

40. JPM denies the allegations set forth in paragraph 40 of the Complaint.

41. JPM denies the allegations set forth in paragraph 41 of the Complaint.

42. JPM denies the allegations set forth in paragraph 42 of the Complaint.

**COUNT IV: Alleged Infringement of the '095 Patent**

43. JPM hereby reiterates and incorporates by reference the responses and denials set forth in paragraphs 1-18 above.

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