

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

IMPLICIT, LLC,)	
)	
Plaintiff,)	
)	C.A. No. 17-259-LPS
v.)	
)	JURY TRIAL DEMANDED
SONOS, INC.,)	
)	
Defendant.)	

**DEFENDANT SONOS, INC.’S FIRST AMENDED ANSWER,
AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS**

Sonos, Inc. (“Sonos”), by and through its undersigned counsel, files this First Amended Answer, Affirmative Defenses, and Counterclaims to the First Amended Complaint for Patent Infringement filed by Plaintiff Implicit, LLC (“Implicit”). Except as expressly admitted herein, Sonos denies all allegations in Implicit’s First Amended Complaint.

NATURE OF THE ACTION

1. Sonos admits that the First Amended Complaint purports to be a patent infringement action under the patent laws of the United States, Title 35 of the United States Code. Sonos otherwise denies the allegations set forth in Paragraph 1 of the First Amended Complaint.
2. Sonos denies the allegations set forth in Paragraph 2 of the First Amended Complaint.

THE PARTIES

3. Sonos is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 3 of the First Amended Complaint, and therefore denies the allegations set forth therein.

4. Sonos admits that it is a Delaware corporation with its principal place of business in Santa Barbara, California. Sonos further admits that its registered agent in the state of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. Sonos otherwise denies the allegations set forth in Paragraph 4 of the First Amended Complaint.

5. Sonos denies the allegations set forth in Paragraph 5 of the First Amended Complaint.

JURISDICTION AND VENUE

6. Sonos admits that the Court has subject matter jurisdiction over the subject matter of the First Amended Complaint.

7. Sonos admits that this Court has personal jurisdiction over Sonos, and further admits that Sonos is a Delaware corporation. Sonos otherwise denies the allegations set forth in Paragraph 7 of the First Amended Complaint.

8. Sonos admits that this Court has personal jurisdiction over Sonos, and further admits that Sonos is incorporated in this State. Sonos otherwise denies the allegations set forth in Paragraph 8 of the First Amended Complaint.

9. Sonos does not contest that venue is proper in this Court for the purposes of this lawsuit only. Sonos otherwise denies the allegations set forth in Paragraph 9 of the First Amended Complaint.

10. Sonos does not contest that venue is proper in this Court for the purposes of this lawsuit only. Sonos otherwise denies the allegations set forth in Paragraph 10 of the First Amended Complaint.

FACTUAL ALLEGATIONS

11. Sonos admits that the Patents-in-Suit speak for themselves. Sonos otherwise denies the allegations set forth in Paragraph 11 of the First Amended Complaint.

12. Sonos is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12 of the First Amended Complaint, and therefore denies the allegations set forth therein.

13. Sonos is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 13 of the First Amended Complaint, and therefore denies the allegations set forth therein.

14. Sonos admits that it sells audio playback devices (referred to herein as “Sonos Players”) that are capable of being grouped together such that they play the same music in synchrony. Sonos otherwise denies the allegations set forth in Paragraph 14 of the First Amended Complaint.

15. Sonos admits that as of the date of this Answer, the particular URL referenced in footnote 1 to Paragraph 15 of the First Amended Complaint states that (a) “[u]sing the Sonos app, you can group two or more speakers together so they play the same music in sync” and (2) “[s]peakers that are grouped together will share the same Queue of upcoming songs, and continue to play in sync with each other until you ungroup the speakers using the Sonos app.” Sonos further admits that in some Sonos Household setups, Sonos Players may communicate with one another over a proprietary mesh network called SonosNet. Sonos further admits that Paragraph 15 of the First Amended Complaint includes what appears to be an excerpt from a document entitled “Sonos System Overview” that is found at the URL identified in the body of Paragraph 15 of the First

Amended Complaint. Sonos otherwise denies the allegations set forth in Paragraph 15 of the First Amended Complaint.

16. Sonos admits that when a group of Sonos Players is being formed in a Sonos Household, one Sonos Player is considered the coordinator of the group and the other one or more Sonos Players are members of the group. Sonos further admits that once a group of Sonos Players is formed in a Sonos Household, the coordinator of the group may at times function to receive audio data from an audio source and then distribute the audio data to the one or more members in the group. Sonos further admits that Paragraph 16 of the First Amended Complaint includes what appears to be an excerpt from a document entitled “Sonos System Overview” that is found at the URL identified in the body of Paragraph 15 of the First Amended Complaint. Sonos otherwise denies the allegations set forth in Paragraph 16 of the First Amended Complaint.

17. Sonos denies the allegations set forth in Paragraph 17 of the First Amended Complaint.

18. Sonos admits that once a group of Sonos Players is formed in a Sonos Household, the one or more members of the group may at times function to send SNTP poll messages to the coordinator of the group. Sonos otherwise denies the allegations set forth in Paragraph 18 of the First Amended Complaint.

19. Sonos admits that in some Sonos Household setups, certain communications between Sonos Players in a Sonos Household are encrypted. Sonos otherwise denies the allegations set forth in Paragraph 19 of the First Amended Complaint.

20. Sonos admits that it has an End User License and Warranty Agreement (EULA) that governs the use of the software and related firmware and documentation provided by Sonos.

The terms and conditions of Sonos's EULA speak for themselves. Sonos otherwise denies the allegations set forth in Paragraph 20 of the First Amended Complaint.

21. Sonos denies the allegations set forth in Paragraph 21 of the First Amended Complaint.

COUNT I – [ALLEGED] INFRINGEMENT OF THE '791 PATENT

22. Sonos repeats, reiterates, and realleges its above answers to Paragraphs 1-21 of the First Amended Complaint as if fully set forth herein.

23. Sonos admits that the '791 Patent was issued on June 24, 2008. Sonos further admits that what appears to be a copy of the '791 Patent was attached as Exhibit A to the First Amended Complaint. Sonos is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 23 of the First Amended Complaint, and therefore denies the remaining allegations set forth therein.

24. Sonos denies the allegations set forth in Paragraph 24 of the First Amended Complaint.

25. Sonos admits that the '791 Patent speaks for itself. Sonos otherwise denies the allegations set forth in Paragraph 25 of the First Amended Complaint.

26. Sonos is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 26 of the First Amended Complaint, and therefore denies the allegations set forth therein.

27. Sonos is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 27 of the First Amended Complaint, and therefore denies the allegations set forth therein.

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