

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

UNILOC 2017 LLC,	§
	§
Plaintiff,	§
	§
v.	§
	§
VERIZON COMMUNICATIONS INC.,	§
CELLCO PARTNERSHIP INC. D/B/A	§
VERIZON WIRELESS, VERIZON	§
BUSINESS NETWORK SERVICES,	§
INC., and VERIZON DIGITAL MEDIA	§
SERVICES, INC.,	§
	§
Defendants,	§
	§
ERICSSON INC.,	§
	§
Intervenor Defendant.	§

Case No. 2:18-CV-00513

Jury Trial Demanded

**INTERVENOR ERICSSON INC.’S ANSWER IN INTERVENTION**

Intervenor Ericsson Inc. (“Ericsson”), by and through its undersigned counsel, hereby submits the following Answer in Intervention to the November 17, 2018 Complaint (DE 1) (“Complaint”) of Plaintiff Uniloc 2017 LLC (“Uniloc”):

**SCOPE OF ERICSSON’S ANSWER IN INTERVENTION**

Ericsson’s intervention in this case is limited to defending claims arising from Verizon Communications Inc., Cellco Partnership Inc. d/b/a Verizon Wireless, Verizon Business Network Services, Inc. and Verizon Digital Media Services, Inc.’s (collectively, “Verizon”) use of Ericsson products. To the extent a response is required to allegations outside of this scope, Ericsson is without knowledge or information sufficient to form a belief as to the truth of such allegations and

therefore denies them. Ericsson's use of headings in this Answer in Intervention is for convenience only and are not admissions as to any of Uniloc's allegations in the Complaint.

### **ANSWER IN INTERVENTION**

#### **NATURE OF THE ACTION**

1. Ericsson admits that Uniloc purports to allege in the Complaint that Verizon has infringed U.S. Patents Nos. 7,075,917 (the "917 patent), U.S. Patents Nos. 6,664,891 (the "891 patent), 6,519,005 (the "005 patent) and 7,016,676 (the "676 patent) (collectively, the "Patents-in-Suit"). Ericsson admits that Exhibits A-D of the Complaint appear to be accurate reproductions of the Patents-in-Suit.

2. Ericsson admits that Uniloc purports to allege in the Complaint that Verizon has infringed the Patents-in-Suit by importing, making, offering for sale, selling and operating certain applications and devices. Ericsson admits that Uniloc purports to seek damages and other relief in the Complaint. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the remainder of this Paragraph and therefore denies them.

#### **THE PARTIES**

3. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

4. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

5. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

6. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

7. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

8. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

9. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

10. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

11. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

#### **JURISDICTION AND VENUE**

12. This Paragraph states a legal conclusion to which no response is necessary. To the extent a response is deemed necessary, Ericsson denies that Verizon has infringed the '676 patent through Verizon's use of Ericsson products. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this Paragraph and therefore denies them.

13. Ericsson denies that Verizon has infringed the '676 patent through Verizon's use of Ericsson products. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

14. Ericsson denies that Verizon has infringed the '676 patent through Verizon's use of Ericsson products. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this Paragraph and therefore denies them.

**COUNT I: INFRINGEMENT OF U.S. PATENT NO. 7,075,917**

15. Ericsson incorporates by reference each response contained in paragraphs 1 through 14 of this Answer in Intervention as though fully set forth herein.

16. Ericsson admits that Exhibits A of the Complaint appears to be an accurate reproduction of the '917 patent. Ericsson admits to the allegations made in the remainder of this Paragraph.

17. This Paragraph states a legal conclusion to which no response is necessary. To the extent a response is deemed necessary, denied.

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

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

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

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28. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

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

30. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

31. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

32. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

33. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

34. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

35. Ericsson is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this Paragraph and therefore denies them.

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