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14 I2Z TECHNOLOGY, LLC

15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **OAKLAND DIVISION**

18 HIPMUNK, INC.

19 Plaintiff

20 vs.

21 I2Z TECHNOLOGY, LLC

22 Defendant

Case No. 12-cv-03409-PJH

I2Z TECHNOLOGY, LLC'S ANSWER TO
COMPLAINT AND COUNTERCLAIMS

[Jury Trial Demanded]

23 Defendant and I2Z Technology, LLC ("**I2Z**") responds to the Complaint of Hipmunk, Inc.
24 ("**Hipmunk**") and counterclaims as follows:

25 **THE PARTIES**

26 1. Upon information and belief, I2Z admits that Hipmunk is a corporation organized
27 and existing under the laws of Delaware with its principal place of business at 36 Clyde Street,
28

1 San Francisco, California, 94107. I2Z admits that flight search results are presented in a visual
2 timeline on Hipmunk’s website and that hotel search results are shown on a map. I2Z lacks
3 sufficient knowledge or information to form a belief as to the truth of the remaining allegations in
4 Paragraph 1, and on that basis, denies the remainder of this paragraph.

5 2. I2Z lacks sufficient knowledge or information to form a belief as to the truth of the
6 allegations in Paragraph 2, and on that basis, denies each and every allegation in this paragraph.

7 3. I2Z lacks sufficient knowledge or information to form a belief as to the truth of the
8 allegations in Paragraph 3, and on that basis, denies each and every allegation in this paragraph.

9 4. I2Z denies that the patent at issue in the present lawsuit bears no relevance to
10 Hipmunk’s technology. I2Z lacks sufficient knowledge or information to form a belief as to the
11 truth of the remaining allegations in Paragraph 4, and on that basis, denies the remainder of this
12 paragraph.

13 5. I2Z admits that it is a Texas limited liability company with its principal place of
14 business at 3301 West Marshall Avenue, Suite 302, Longview, Texas 75604. I2Z further admits
15 that it does not practice the claims of U.S. Patent No. 5,345,551 (“the ’551 Patent) and that the
16 ’551 Patent was assigned to I2Z on July 29, 2011. I2Z admits that the assignment of the ’551
17 Patent to I2Z was recorded with the United States Patent and Trademark Office on November 22,
18 2011. I2Z denies each and every remaining allegation in this paragraph.

19 6. I2Z admits that its President is an individual named Rakesh Ramde and that Mr.
20 Ramde hold a California law license and lives in the Northern District of California. I2Z admits
21 that Mr. Ramde’s profile on the website <http://www.linkedin.com> states that he is a Director at
22 Unifi Scientific Advances. I2Z admits that Mr. Ramde is a director of aUnifi Scientific Advances,
23 and that Unifi Scientific Advances is the sole member of a separate legal entity involved in
24 litigation on a patent unrelated to the patent at issue in this suit. Except as expressly admitted, I2Z
25 denies the allegations of paragraph 6.

26 **INTRADISTRICT ASSIGNMENT**

27 7. Admitted.

28

BACKGROUND

1
2 8. Admitted.

3 9. Admitted.

4 10. Admitted.

5 11. Admitted.

6 12. I2Z admits that it has filed notices of dismissal of various parties who have taken
7 licenses to the '551 Patent and that at the time Hipmunk filed its Complaint, there was still
8 litigation pending in the United States District Court for the District of Delaware and the United
9 States District Court for the District of Oregon. I2Z denies the remainder of this paragraph.

10 13. Admitted.

11 14. I2Z admits that on June 21, 2012, I2Z, through its President, Mr. Rakesh Ramde,
12 wrote to Mr. Goldstein, Hipmunk's CEO, concerning infringement of the '551 Patent. I2Z admits
13 that a copy of the letter is attached to Hipmunk's Complaint. I2Z denies Hipmunk's
14 characterization of the letter and denies the remainder of this paragraph.

15 15. I2Z denies that any such belief by Hipmunk is reasonable and lacks sufficient
16 knowledge or information to form a belief as to the truth of the remaining allegations in Paragraph
17 15, and on that basis, denies the remainder of this paragraph.

18 **FIRST CAUSE OF ACTION**

19 **(Declaratory Judgment of Noninfringement of U.S. Patent 5,345,551)**

20 16. I2Z repeats and realleges each and every response set forth above in paragraphs 1
21 through 15, and incorporates them by reference herein.

22 17. I2Z admits that it contends that Hipmunk is infringing the '551 Patent and needs to
23 license the '551 Patent, and that I2Z believes the '551 Patent is valid and infringed by Hipmunk.
24 I2Z lacks sufficient knowledge or information to form a belief as to the truth of the remaining
25 allegations in Paragraph 17, and on that basis, denies the remainder of this paragraph.

26 18. Denied.

1 19. I2Z admits that a justiciable controversy exists between Hipmunk and I2Z, but
2 denies that Hipmunk is entitled to a judicial determination and declaration that its products do not
3 infringe any valid claim of the '551 Patent. I2Z denies that such a determination and declaration
4 are necessary or appropriate and denies the remaining allegation of this paragraph.

5 **SECOND CAUSE OF ACTION**

6 **(Declaratory Judgment of Invalidity of U.S. Patent 5,345,551)**

7 20. I2Z repeats and realleges each and every response set forth above in paragraphs 1
8 through 19, and incorporates them by reference herein.

9 21. I2Z admits that it contends that Hipmunk is infringing the '551 Patent and needs to
10 license the '551 Patent, and that I2Z believes the '551 Patent is valid and infringed by Hipmunk.
11 I2Z and lacks sufficient knowledge or information to form a belief as to the truth of the remaining
12 allegations in Paragraph 21, and on that basis, denies the remainder of this paragraph.

13 22. Denied.

14 23. Denied.

15 24. I2Z admits that a justiciable controversy exists between Hipmunk and I2Z, but
16 denies that Hipmunk is entitled to a judicial determination and declaration the '551 Patent is
17 invalid. I2Z denies that such a determination and declaration are necessary or appropriate and
18 denies the remaining allegation of this paragraph.

19 **COUNTERCLAIMS**

20 Defendant-Counterclaim Plaintiff I2Z Technology, LLC ("I2Z") hereby pleads the
21 following counterclaims against Plaintiff-Counterclaim Defendant Hipmunk, Inc. ("Hipmunk").

22 **NATURE OF THE ACTION**

23 1. This is an action for patent infringement arising under the patent laws of the United
24 States, 35 U.S.C. § 1 et seq., brought against Hipmunk for violations of those laws.

25 2. Plaintiff I2Z is a Texas company with its principal place of business at 3301 W.
26 Marshall Avenue, Suite 302, Longview, Texas 75604.

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PRAYER FOR RELIEF

WHEREFORE, I2Z prays for judgment as follows:

A. That Hipmunk has infringed the '551 patent;

B. That I2Z be awarded damages to be paid by Hipmunk adequate to compensate I2Z for Hipmunk's past infringement of the '551 patent and any continuing or future infringement through the date such judgment is entered, including interests, costs, expenses, and enhanced damages for any willful infringement as justified under 35 U.S.C. § 284, and an accounting of all infringing acts including, but not limited to, those acts not presented at trial;

C. A declaration that this case is exceptional under 35 U.S.C. § 285, and an award of Plaintiff's reasonable attorneys' fees;

D. That I2Z be awarded pre-judgment and post-judgment interest; and

E. That I2Z be awarded such other and further relief as this Court deems just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, I2Z hereby respectfully requests a jury trial on all issues and claims so triable.

Dated: October 2, 2012

By: /s/ Jill F. Kopeikin
GCA LAW PARTNERS LLP

Attorneys for Defendant
I2Z TECHNOLOGY, LLC