

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

FIRST AMERICAN CORELOGIC, INC., :

Case No. 2:10-cv-00132-TJW

Plaintiff, :

vs. :

FISERV, INC., INTELLIREAL, LLC, :
INTERTHINX, INC., LENDER :
PROCESSING SERVICES, INC., :
PRECISION APPRAISAL SERVICES, :
INC., REAL DATA, INC., REALEC :
TECHNOLOGIES, INC., ZILLOW, INC., :
AMERICAN FLOOD RESEARCH, INC., :
ELECTRONIC APPRAISER, INC., :
ESPIEL, INC. :

Defendants.

**DEFENDANT INTERTHINX, INC.’S ANSWER TO FIRST AMENDED COMPLAINT,
AFFIRMATIVE DEFENSES, COUNTERCLAIM AND JURY DEMAND**

Defendant Interthinx, Inc. (“Interthinx”), by its attorneys, Young, Pickett & Lee and McCarter & English, LLP, answering plaintiff First American CoreLogic, Inc.’s (“CoreLogic”) First Amended Complaint For Patent Infringement says:

ANSWER TO THE PARTIES

1. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1 of the Complaint and therefore denies the same.
2. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2 of the Complaint and therefore denies the same.
3. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 3 of the Complaint and therefore denies the same.

4. Interthinx admits that it is a California Corporation with a principal place of business at 30005 Ladyface Court, Agoura Hills, California 91301, and that Interthinx is a leading national provider of proven risk mitigation and regulatory compliance tools for the financial services industry. Interthinx denies the remaining allegations of paragraph 4.

5. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 5 of the Complaint and therefore denies the same.

6. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6 of the Complaint and therefore denies the same.

7. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 7 of the Complaint and therefore denies the same.

8. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 8 of the Complaint and therefore denies the same.

9. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 9 of the Complaint and therefore denies the same.

10. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 10 of the Complaint and therefore denies the same.

11. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 11 of the Complaint and therefore denies the same.

12. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 12 of the Complaint and therefore denies the same.

ANSWER TO JURISDICTION AND VENUE

13. Interthinx admits that CoreLogic's Complaint purports to arise under the patent laws of the United States, but denies that it has infringed the patent asserted in the Complaint, and further denies all other allegations of paragraph 13 of the Complaint.

14. To the extent that the allegations of paragraph 14 relate to Interthinx, Interthinx admits that it can be found and does business in the State of Texas, but Interthinx denies the remaining allegations of paragraph 14 as they relate to Interthinx. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 14 of the Complaint as they relate to the other Defendants and therefore denies the same.

15. Interthinx denies the allegations of paragraph 15 of the Complaint, except admits that Interthinx is registered to do business within the State of Texas.

16. Interthinx denies the allegations of paragraph 16 to the extent that such allegations relate to Interthinx. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 16 of the Complaint as they relates to the other Defendants and therefore denies the same.

ANSWER TO GENERAL ALLEGATIONS

17. Interthinx hereby incorporates paragraphs 1-16 of this Answer as set forth above, as if set forth in full herein.

18. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 18 of the Complaint and therefore denies the same.

ANSWER TO COUNT ONE

(FISERV'S INFRINGEMENT OF THE '201 PATENT)

19. Interthinx hereby incorporates paragraphs 1-18 of this Answer as set forth above, as if set forth in full herein.

20. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 20 of the Complaint and therefore denies the same.

21. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 21 of the Complaint and therefore denies the same.

22. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 22 of the Complaint and therefore denies the same.

ANSWER TO COUNT TWO

(INTELLIREAL'S INFRINGEMENT OF THE '201 PATENT)

23. Interthinx hereby incorporates paragraphs 1-22 of this Answer as set forth above, as if set forth in full herein.

24. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 24 of the Complaint and therefore denies the same.

25. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 25 of the Complaint and therefore denies the same.

26. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 26 of the Complaint and therefore denies the same.

ANSWER TO COUNT THREE

(INTERTHINX' INFRINGEMENT OF THE '201 PATENT)

27. Interthinx hereby incorporates paragraphs 1-26 of this Answer as set forth above, as if set forth in full herein.

28. Interthinx admits that it offers a product under the trademark CLEAR VALUE®. Interthinx denies the remaining allegations of paragraph 28.

29. Interthinx denies the allegations of paragraph 29.

30. Interthinx denies the allegations of paragraph 30.

ANSWER TO COUNT FOUR

(LPS' INFRINGEMENT OF THE '201 PATENT)

31. Interthink hereby incorporates paragraphs 1-30 of this Answer as set forth above, as if set forth in full herein.

32. Interthink lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 32 of the Complaint and therefore denies the same.

33. Interthink lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 33 of the Complaint and therefore denies the same.

34. Interthink lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 34 of the Complaint and therefore denies the same.

ANSWER TO COUNT FIVE

(PRECISION APPRAISAL'S INFRINGEMENT OF THE '201 PATENT)

35. Interthink hereby incorporates paragraphs 1-34 of this Answer as set forth above, as if set forth in full herein.

36. Interthink lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 36 of the Complaint and therefore denies the same.

37. Interthink lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 37 of the Complaint and therefore denies the same.

38. Interthink lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 38 of the Complaint and therefore denies the same.

ANSWER TO COUNT SIX

(RDI'S INFRINGEMENT OF THE '201 PATENT)

39. Interthink hereby incorporates paragraphs 1-38 of this Answer as set forth above, as if set forth in full herein.

40. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 40 of the Complaint and therefore denies the same.

41. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 41 of the Complaint and therefore denies the same.

42. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 42 of the Complaint and therefore denies the same.

ANSWER TO COUNT SEVEN

(REALEC'S INFRINGEMENT OF THE '201 PATENT)

43. Interthinx hereby incorporates paragraphs 1-42 of this Answer as set forth above, as if set forth in full herein.

44. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 44 of the Complaint and therefore denies the same.

45. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 45 of the Complaint and therefore denies the same.

46. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 46 of the Complaint and therefore denies the same.

ANSWER TO COUNT EIGHT

(ZILLOW'S INFRINGEMENT OF THE '201 PATENT)

47. Interthinx hereby incorporates paragraphs 1-46 of this Answer as set forth above, as if set forth in full herein.

48. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 48 of the Complaint and therefore denies the same.

49. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 49 of the Complaint and therefore denies the same.

50. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 50 of the Complaint and therefore denies the same.

ANSWER TO COUNT NINE

(AFR'S INFRINGEMENT OF THE '201 PATENT)

51. Interthinx hereby incorporates paragraphs 1-50 of this Answer as set forth above, as if set forth in full herein.

52. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 52 of the Complaint and therefore denies the same.

53. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 53 of the Complaint and therefore denies the same.

54. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 54 of the Complaint and therefore denies the same.

ANSWER TO COUNT TEN

(ELECTRONIC APPRAISER'S INFRINGEMENT OF THE '201 PATENT)

55. Interthinx hereby incorporates paragraphs 1-54 of this Answer as set forth above, as if set forth in full herein.

56. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 56 of the Complaint and therefore denies the same.

57. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 57 of the Complaint and therefore denies the same.

58. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 58 of the Complaint and therefore denies the same.

ANSWER TO COUNT ELEVEN

(ESPIEL'S INFRINGEMENT OF THE '201 PATENT)

59. Interthinx hereby incorporates paragraphs 1-58 of this Answer as set forth above, as if set forth in full herein.

60. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 60 of the Complaint and therefore denies the same.

61. Interthinx lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 61 of the Complaint and therefore denies the same.

ANSWER TO DEMAND FOR JURY TRIAL

The Demand for Jury Trial lacks any allegation of fact, and no answer is required.

ANSWER TO PRAYER FOR RELIEF

Interthinx denies that CoreLogic is entitled to the requested relief identified in items (A)-(F) of its Prayer For Relief, or any other relief.

AFFIRMATIVE DEFENSES

Without conceding that any of the following must be pleaded as an affirmative defense, or that any of the following is not already in issue by virtue of the foregoing denials, and without prejudice to Interthinx' right to plead additional defenses as discovery into the facts of the matter may warrant, Interthinx hereby asserts the following defenses without undertaking or otherwise shifting any applicable burdens of proof.

FIRST AFFIRMATIVE DEFENSE

62. CoreLogic's Complaint fails to state a claim upon which relief can be granted against Interthinx.

SECOND AFFIRMATIVE DEFENSE

63. Interthinx does not infringe, has not infringed, and does not and has not induced infringement or contributed to infringement of the '201 patent.

THIRD AFFIRMATIVE DEFENSE

64. By reason of the proceedings in the United States Patent and Trademark Office during the prosecution of the application which resulted in the '201 patent, and by reason of the admissions and representations therein made by or on behalf of the applicant for the '201 patent, CoreLogic is estopped from construing the claims of the '201 patent, even if this were otherwise possible, to cover and include any product or component made, used, or sold by Interthinx.

FOURTH AFFIRMATIVE DEFENSE

65. The '201 patent is invalid because it fails to satisfy the requirements of Part II of Title 35 of the United States Code, including, but not limited to, one or more of 35 U.S.C. §§ 101, 102, 103 and/or 112.

FIFTH AFFIRMATIVE DEFENSE

66. CoreLogic's claims are barred by the equitable doctrines of waiver, estoppel, laches, and unclean hands.

SIXTH AFFIRMATIVE DEFENSE

67. Interthinx' products, methods and/or components are so different in principle from the subject matter claimed by the '201 Patent, and are so different in function, operation, way and result from the subject matter claimed by the '201 Patent, that Interthinx' products, methods and/or components function in a substantially different way to achieve a substantially different result from that claimed by the '201 Patent.

SEVENTH AFFIRMATIVE DEFENSE

68. The relief sought by CoreLogic is barred or limited by the failure of CoreLogic to mark its products or to otherwise give notice to Interthinx pursuant to 35 U.S.C. § 287.

EIGHTH AFFIRMATIVE DEFENSE

69. The relief sought by CoreLogic is barred or limited by the operation of 35 U.S.C. §286.

NINTH AFFIRMATIVE DEFENSE

70. The relief sought by CoreLogic is barred or limited by the operation of 35 U.S.C. §§ 200-212.

COUNTERCLAIMS

Defendant-Counterclaimant Interthinx, Inc. (“Interthinx”) complaining and counterclaiming against Plaintiff First American CoreLogic, Inc. (“CoreLogic”) alleges as follows:

PARTIES, JURISDICTION AND VENUE

71. Interthinx is a California corporation with its principal place of business at 30005 Ladyface Court, Agoura Hills, California 91301.

72. CoreLogic is a corporation organized and existing under the laws of Delaware and maintains its principal place of business at 4 First American Way, Santa Ana, California 92707.

73. To the extent that it is found that this Court has subject matter jurisdiction over the claims brought by CoreLogic, this Court has subject matter jurisdiction over these Counterclaims pursuant to one or more of 28 U.S.C. §§1331, 1338(a), 1367(a), 2201 and 2202, and 35 U.S.C. §1, *et seq.*

74. This Court has personal jurisdiction over CoreLogic based at least on its filing of the Complaint to which this Answer and Counterclaims responds.

75. To the extent that it is found that this Court has personal and subject matter jurisdiction over the claims brought by CoreLogic, and finds venue proper with regard to CoreLogic’s complaint, venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400.

FACTS COMMON TO ALL COUNTS OF THIS COUNTERCLAIM

76. CoreLogic, in filing its Complaint against Interthinx in this action, purports to be the assignee and lawful owner of all right, title and interest in and to the ‘201 Patent, as defined in CoreLogic’s Complaint.

77. CoreLogic has sued Interthinx in the present action, and has alleged that Interthinx has infringed the ‘201 Patent.

78. Interthinx has not infringed the '201 Patent, and expressly denies that there has been any infringement of the '201 Patent.

79. Thus, an immediate, real and justiciable controversy exists between Interthinx and CoreLogic with respect to the alleged infringement, invalidity and unenforceability of the '201 Patent.

COUNT I - NON INFRINGEMENT

80. Interthinx repeats and realleges paragraphs 71-79 above as if fully set forth herein.

81. Interthinx does not infringe, has not infringed, and does not and has not induced infringement or contributed to infringement of any valid claim of the '201 Patent under any theory, including literal infringement or infringement under the doctrine of equivalents.

COUNT II - INVALIDITY

82. Interthinx repeats and realleges paragraphs 71-81 above as if fully set forth herein.

83. Each of the claims of the '201 Patent is invalid for failure to meet the conditions for patentability specified in 35 U.S.C. §§101, 102, 103 and/or 112.

PRAYER FOR RELIEF

THEREFORE, Interthinx prays for the following relief:

- (a) Any and all relief requested by CoreLogic, as set forth in the Prayer of Relief of the Complaint, be denied and that the Complaint be dismissed with prejudice;
- (b) Declare that Interthinx has not and does not infringe the '201 Patent;
- (c) Declare that the '201 Patent is invalid and/or unenforceable;
- (d) Declare this case to be exceptional and award Interthinx its reasonable attorneys' fees, expenses and costs incurred in and as a result of this action; and

(e) Grant Interthinx such other relief as this Court deems just and proper.

JURY DEMAND

Interthinx demands a trial by jury on all issues triable of right by a jury.

Respectfully submitted,

By: /s/ John M. Pickett
John M. Pickett

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CERTIFICATION OF SERVICE

I hereby certify that a copy of the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this pleading was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R.

Civ. P. 5(d) and Local Rule CV-5(e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy via facsimile and/or U.S. First Class Mail this 22nd day of June, 2010.

By: /s/ John M. Pickett
John M. Pickett