



4. Regarding the allegations of paragraph 4, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

5. Regarding the allegations of paragraph 5, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

6. Regarding the allegations of paragraph 6, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

7. Regarding the allegations of paragraph 7, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

8. Regarding the allegations of paragraph 8, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

9. Regarding the allegations of paragraph 9, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

10. Regarding paragraph 10, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

11. Regarding paragraph 11, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

12. Regarding paragraph 12, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

13. Regarding paragraph 13, Fiserv admits that the First Amended Complaint purports to state a claim for patent infringement and, on that basis, the Court has jurisdiction under 28 U.S.C. §§1331 and 1338(a).

14. Regarding paragraph 14, Fiserv admits that the Court may exercise personal jurisdiction over it in connection with the asserted claims. With respect to the remaining allegations, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

15. Regarding paragraph 15, Fiserv admits that it has sufficient contacts with this district for the exercise of personal jurisdiction. Fiserv denies it has committed any acts of infringement in this district. With respect to the remaining allegations, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

16. Regarding paragraph 16, Fiserv admits that venue is proper pursuant to 28 U.S.C. §§ 1391(b) and (c) because it is subject to personal jurisdiction in this district but denies that this District is the most convenient venue for adjudication of the claims raised by the Plaintiff in this action. Fiserv denies that it has committed any acts of infringement in this district. With respect to the remaining allegations, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

17. Regarding paragraph 17, Fiserv repeats its responses to paragraphs 1-16 above as though fully set forth herein.

18. Regarding paragraph 18, Fiserv admits that Exhibit A appears to be a correct copy of U.S. Patent 5,361,201, and that the recited title and issue date are correct. With respect to the remaining allegations, Fiserv is without information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

19. Regarding paragraph 19, Fiserv repeats its responses to paragraphs 1-18 above as though fully set forth herein.

20. Regarding paragraph 20, Fiserv denies that it has infringed, directly or indirectly, the '201 patent and specifically denies that the CASA AVM infringes. Fiserv further denies that it manufactures, offers for sale, sells, uses or "induces the same," the CASA AVM. Fiserv admits that its subsidiary, Fiserv Solutions, Inc., distributes and sells services related to the CASA AVM, and that the AVM can be accessed through the ValuServ system or platform, which is operated by Fiserv Solutions. All remaining allegations found in paragraph 20 that are not expressly admitted herein are denied.

21. Regarding the allegations of paragraph 21, the allegations are denied.

22. Regarding the allegations of paragraph 22, the allegations are denied.

23. Regarding paragraph 23, Fiserv repeats its responses to paragraphs 1-22 above as though fully set forth herein.

24. Regarding the allegations of paragraph 24, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

25. Regarding the allegations of paragraph 25, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

26. Regarding the allegations of paragraph 26, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

27. Regarding paragraph 27, Fiserv repeats its responses to paragraphs 1-26 above as though fully set forth herein.

28. Regarding the allegations of paragraph 28, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

29. Regarding the allegations of paragraph 29, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

30. Regarding the allegations of paragraph 30, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

31. Regarding paragraph 31, Fiserv repeats its responses to paragraphs 1-30 above as though fully set forth herein.

32. Regarding the allegations of paragraph 32, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

33. Regarding the allegations of paragraph 33, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

34. Regarding the allegations of paragraph 34, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

35. Regarding paragraph 35, Fiserv repeats its responses to paragraphs 1-34 above as though fully set forth herein.

36. Regarding the allegations of paragraph 36, Fiserv denies that the CASA® AVM infringes any valid claims of the '201 patent. With respect to the remaining allegations, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

37. Regarding the allegations of paragraph 37, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

38. Regarding the allegations of paragraph 38, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

39. Regarding paragraph 39, Fiserv repeats its responses to paragraphs 1-30 above as though fully set forth herein.

40. Regarding the allegations of paragraph 40, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

41. Regarding the allegations of paragraph 41, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

42. Regarding the allegations of paragraph 42, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

43. Regarding paragraph 43, Fiserv repeats its responses to paragraphs 1-42 above as though fully set forth herein.

44. Regarding the allegations of paragraph 44, Fiserv admits Realec has offered for sale services associated with the CASA® AVM. Fiserv denies that the CASA® AVM infringes any valid claims of the '201 patent. With respect to the remaining allegations, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

45. Regarding the allegations of paragraph 45, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

46. Regarding the allegations of paragraph 46, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

47. Regarding paragraph 47, Fiserv repeats its responses to paragraphs 1-46 above as though fully set forth herein.

48. Regarding the allegations of paragraph 48, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

49. Regarding the allegations of paragraph 49, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

50. Regarding the allegations of paragraph 50, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

51. Regarding paragraph 51, Fiserv repeats its responses to paragraphs 1-50 above as though fully set forth herein.

52. Regarding the allegations of paragraph 52, Fiserv admits AFR has offered for sale services associated with the CASA® AVM. Fiserv denies that the CASA® AVM infringes any valid claims of the '201 patent. With respect to the remaining allegations, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

53. Regarding the allegations of paragraph 53, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

54. Regarding the allegations of paragraph 54, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

55. Regarding paragraph 55, Fiserv repeats its responses to paragraphs 1-54 above as though fully set forth herein.



56. Regarding the allegations of paragraph 56, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

57. Regarding the allegations of paragraph 57, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

58. Regarding the allegations of paragraph 58, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

59. Regarding paragraph 59, Fiserv repeats its responses to paragraphs 1-58 above as though fully set forth herein.

60. Regarding the allegations of paragraph 60, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

61. Regarding the allegations of paragraph 61, Fiserv is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies them.

62. To the extent any allegations in the First Amended Complaint are not addressed above, they are denied.

#### **AFFIRMATIVE DEFENSES**

In further response to the First Amended Complaint, Fiserv asserts the following Affirmative Defenses. Fiserv reserves the right to amend its Answer to add additional Affirmative Defenses, including instances of inequitable conduct, as they become known

throughout the course of discovery in this case. Assertion of a defense is not a concession that Fiserv has the burden of proving the matter asserted.

1. U.S. Patent No. 5,361,201 ("the '201 patent") is invalid for failure to comply with the United States patent laws, including 35 U.S.C. §§ 101, 102, 103, and/or 112.

2. Fiserv has not infringed, either directly or indirectly, either literally or under the doctrine of equivalents, any claim of the '201 patent.

3. On information and belief, discovery will establish that plaintiff's claims are barred, in whole or part, by the doctrine of laches, waiver, estoppel and/or unclean hands.

4. Plaintiff's claims are barred by the doctrine of prosecution history estoppel and/or the doctrine of prosecution history disclaimer based on statements, representations, and admissions made during the prosecution of the patent application resulting in the '201 patent before the United States Patent and Trademark Office.

5. Plaintiff is not entitled to injunctive relief because it has not suffered any irreparable harm and has an adequate remedy of law.

6. Plaintiff's claims that Fiserv indirectly infringes the '201 patent, either contributorily or by inducement, are barred, in whole or in part, because Fiserv is not liable to Plaintiff for the allegedly infringing act for any time periods during which Fiserv did not know of the '201 patent and/or did not have the specific intent to cause infringement of the '201 patent and/or otherwise did not know that its alleged actions would constitute indirect infringement.

7. Plaintiff's claims for relief are statutorily limited in whole or in part by Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 286 and/or 287.

8. Fiserv reserves all other defenses under Rule 8(a) of the Federal Rules of Civil Procedure and any other defenses, at law or in equity, which may now exist or in the future be available based on discovery and further factual investigation in this case.

### **COUNTERCLAIMS**

In further response to the Complaint, defendant and counterclaim plaintiff Fiserv, for its counterclaims against counterclaim defendant First American CoreLogic, Inc. ("CoreLogic"), allege as follows:

### **THE PARTIES**

1. Fiserv is a Wisconsin corporation with its principal place of business at 255 Fiserv Drive, Brookfield, Wisconsin 53045.

2. CoreLogic alleges in its Complaint that it is a Delaware corporation with its principal place of business at 4 First American Way, Santa Ana, California 92707.

3. In its Complaint for Patent Infringement, CoreLogic alleges that it is the owner by assignment of U.S. Patent No. 5,361,201 ("the '201 Patent") and holds all rights and interests in the patent.

4. Under 28 U.S.C. § 1338(a), this Court has subject matter jurisdiction over these counterclaims for declaratory judgment, brought pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. Venue for these counterclaims is proper under 28 U.S.C. §§ 1391(b) and (c).

5. This Court has personal jurisdiction over CoreLogic because CoreLogic has commenced the underlying patent infringement action in this Court.

6. Based on the Complaint for Patent Infringement CoreLogic filed against Fiserv, an actual and justiciable controversy exists between Fiserv, on one side, and CoreLogic, on the other, with respect to the alleged infringement and validity of the '201 Patent.

**FIRST COUNTERCLAIM  
(Declaratory Judgment of Noninfringement)**

7. Fiserv realleges and incorporates by reference the allegations contained in paragraphs 1-6 above.

8. CoreLogic alleges that Fiserv has infringed its patent rights, including the '201 patent.

9. Fiserv has not infringed and is not currently infringing any patent rights owned by CoreLogic, including any claims of the '201 patent.

10. Fiserv is entitled to a declaration that it has not infringed any patent rights owned by CoreLogic, including any claims of the '201 patent and that it is not currently infringing (directly, contributorily, or by inducement), any such rights or claims.

**SECOND COUNTERCLAIM  
(Declaratory Judgment of Invalidity)**

11. Fiserv realleges and incorporates by reference the allegations in paragraphs 1-10 above.

12. CoreLogic alleges that Fiserv has infringed valid claims of the '201 patent.

13. Fiserv has not infringed or is not currently infringing any valid claim of the '201 patent. In addition, the claims of the '201 patent are invalid for failure to comply with the requirements of the United States patent laws, including 35 U.S.C. §§ 101, 102, 103, and/or 112.

14. Fiserv is entitled to a declaration that the claims of the '201 Patent are invalid.

**JURY DEMAND**

Fiserv respectfully demands a trial by jury of any and all issues triable of right by jury in this action.

**PRAYER FOR RELIEF**

WHEREFORE, Fiserv respectfully requests that this Court enter judgment and grant relief as follows:

- A. That the Court dismiss CoreLogic's Complaint with Prejudice;
- B. That the Court declare that CoreLogic take nothing by its Complaint;
- C. That the Court issue a declaratory judgment that Fiserv does not infringe and has not infringed, either directly or indirectly, literally or under the doctrine of equivalents, any patent rights owned by CoreLogic, including any claim of the '201 patent;
- D. That the Court issue a declaratory judgment that the '201 patent is invalid;
- E. That the Court enjoin plaintiff, including its officers, directors, attorneys, agents and anyone acting in concert with such persons from asserting that CoreLogic, or any of Fiserv's affiliates, customers, distributors, or agents, have infringed the'201 patent;
- F. That the Court deny CoreLogic's request for injunctive relief;
- G. That the Court find that this case is exceptional, and require plaintiff to pay Fiserv's attorneys' fees and costs pursuant to 35 U.S.C. § 285 or as otherwise permitted by law; and
- H. That the court award Fiserv such other and further relief as the Court may deem appropriate and just under the circumstances.

DATED: June 28, 2010.

*/s/ Ramsey M. Al-Salam, with permission by  
Michael E. Jones*

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Attorneys for Defendant Fiserv, Inc.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on June 28, 2010. Any other counsel of record will be served by First Class U.S. mail on this same date.

*/s/ Michael E. Jones*

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