IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

AUDIO POD IP, LLC, Plaintiff, v. AMAZON.COM, INC., *et al.* Defendants.	Lead Civil Action No. 3:24-cv-00406-RCY
AUDIO POD IP, LLC, Plaintiff, v. AMAZON.COM, INC., *et al.* Defendants.	Civil Action No. 3:24-cv-00407-RCY

FIRST AMENDED ANSWER
TO COMPLAINT FOR PATENT INFRINGEMENT IN CASE 3:24-CV-407

Defendants Amazon.com, Inc., Amazon.com LLC, and Amazon Web Services, Inc. (collectively, "Amazon" or "Defendants"), hereby provide this amended answer to the Complaint for Patent Infringement ("Complaint") of Plaintiff Audio Pod IP, LLC ("Audio Pod" or "Plaintiff") in Case No. 3:24-cv-407-RCY and set forth their defenses below. To the extent not specifically admitted, Plaintiff's allegations are denied. In addition, Defendants deny any allegations that may be implied by or inferred from the headings contained in the Complaint.

Audio Pod EX2014
Amazon v. Audio Pod
IPR2025-01041

NATURE OF THE ACTION

1. Defendants admit that the Complaint purports to be an action arising under the patent laws of the United States, Title 35 of the United States Code. Defendants deny any alleged infringement.

THE PARTIES

2. Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 2, and therefore deny those allegations.

3. Amazon.com, Inc. admits the allegations in Paragraph 3.

4. Amazon.com, Inc. admits that it may be served with process through its registered agent, Corporation Service Company. Defendants deny all remaining allegations in Paragraph 4.

5. Amazon.com, Inc. admits that certain of its subsidiaries have customers across the United States. Amazon.com., Inc. denies all remaining allegations in Paragraph 5.

6. Defendants deny the allegations in Paragraph 6. Amazon.com LLC ceased operations by January 1, 2018. Amazon.com LLC merged into Amazon.com Services LLC, a wholly owned subsidiary of Amazon.com, Inc.

7. Corporation Service Company was the registered agent of Amazon.com LLC. Defendants deny all remaining allegations in Paragraph 7.

8. Defendants deny the allegations in Paragraph 8.

9. Amazon Web Services, Inc. admits the allegations in Paragraph 9.

10. Defendants admit that Amazon Web Services, Inc. is a subsidiary of Amazon.com, Inc. and is listed at https://www.amazon.com/gp/help/customer/display.html?nodeId=202137190 as one of the "Amazon Group Companies." Defendants deny any remaining allegations in Paragraph 10.

11. Amazon Web Services, Inc. admits that it may be served with process through its registered agent, Corporation Service Company. Defendants deny all remaining allegations in Paragraph 11.

12. Amazon Web Services, Inc. admits that it has customers across the United States. Defendants deny any remaining allegations in Paragraph 12.

13. Amazon Web Services, Inc. admits that it has been authorized to transact business in Virginia since at least 2013.

14. Defendants admit that certain subsidiaries of Amazon.com, Inc. sell and offer to sell certain products and services throughout the Commonwealth of Virginia, including in this judicial district, as well as throughout the United States. Defendants deny that they introduced "products and services that perform infringing processes into the stream of commerce knowing that they would be used, offered for sale, or sold in this judicial district and elsewhere in the United States." Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 14.

15. Amazon.com, Inc. admits that certain of its subsidiaries not named as Defendants here provide Prime Video and Amazon Music. Defendants deny that they have themselves made, used, offered to sell, offered to sell access to, sold, or sold access to the accused products and services named in Paragraph 15 of the Complaint—including Prime Video and Amazon Music. The remaining allegations are too vague to enable Defendants to form a belief as to their truth, and on that basis, Defendants deny those allegations. Defendants deny all remaining allegations in Paragraph 15.

16. Defendants deny the allegations in Paragraph 16.

JURISDICTION AND VENUE

17. Defendants admit that the Complaint purports to be an action arising under the patent laws of the United States, Title 35 of the United States Code. Defendants deny any alleged infringement. Defendants further admit that this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) over the types of claims asserted in this action. Defendants reserve the right to challenge the Court's jurisdiction to the extent any fact-specific jurisdictional defects become known. Except as expressly admitted, Defendants deny any remaining allegations in Paragraph 17.

18. For the purposes of this action only, Defendants do not dispute that personal jurisdiction exists in the Eastern District of Virginia. Defendants deny any remaining allegations in Paragraph 18.

19. Defendants deny the allegations in Paragraph 19.

20. Amazon.com, Inc. admits that certain of its subsidiaries provide online retail and marketplace services. Amazon Web Services, Inc. admits that it provides cloud computing services. Amazon.com, Inc. admits that certain of its subsidiaries distribute content through Prime Video and Amazon Music services. Amazon.com, Inc. admits that certain of its subsidiaries sell Echo and other Alexa-enabled devices. Defendants deny any remaining allegations in Paragraph 20.

21. Defendants do not know how many people are employed by other companies and therefore has not formed a belief about what company is currently "the second largest private employer in the United States." Defendants otherwise admit the allegations in Paragraph 21.

22. Defendants admit the allegations in Paragraph 22.

23. Defendants deny the allegations in Paragraph 23 based on the Complaint's

definition of "Amazon" and "Amazon Products and Services."

24. Defendants deny the allegations in Paragraph 24 based on the Complaint's definition of "Amazon Products and Services."

25. For the purposes of this action only, Defendants do not dispute that personal jurisdiction exists in the Eastern District of Virginia. Defendants deny that any of them "has committed acts of patent infringement in this Eastern District of Virginia[.]" Defendants admit that allegations (2)-(7) in Paragraph 25 are each true for at least one of the Defendants but denies that the allegations are true for all Defendants. Defendants deny any remaining allegations in Paragraph 25.

26. Defendants admit that Paragraph 26 appears to include a quote from *Maglula, Ltd. v. Amazon.com, Inc.*, No. 1:19-cv-01570, ECF No. 52 at 32-33 (E.D. Va. Apr. 9, 2020). Defendants deny any remaining allegations in Paragraph 26.

27. Defendants deny that venue is proper in this District for this case. Defendants deny any allegation of infringement. Defendants deny that the "reasons set forth by the Court in its *Maglula* decision" as to whether venue is proper in this District are applicable here. Defendants deny any remaining allegations in Paragraph 27.

28. Defendants deny that venue is proper in this District for this case. Defendants deny that in *Amazon.com, Inc. v. WDC Holdings LLC*, No. 1:20-cv-484, ECF No. 1, ¶ 26 (E.D. Va. Apr. 27, 2020), it "admitted that venue is proper in this District[,]"as to this case. Defendants deny any remaining allegations in Paragraph 28.

THE ASSERTED PATENTS

United States Patent No. 9,319,720

29. Defendants admit that, according to the face of the '720 patent, it is titled "System

and method for rendering digital content using time offsets[,]" it issued on April 19, 2016, and it named as purported inventors John McCue, Robert McCue, Gregory Shostakovsky, and Glenn McCue. Defendants deny any remaining allegations in Paragraph 29.

30. Defendants deny that the '720 patent is valid. The evidence of invalidity in this case overcomes the presumption set forth in 35 U.S.C. § 282. Defendants deny any and all remaining allegations in Paragraph 30.

31. Defendants deny the allegations in Paragraph 31.

32. Defendants lack sufficient knowledge or information to form a belief as to the truth the allegations in Paragraph 32, and therefore deny those allegations.

33. Defendants lack sufficient knowledge or information to form a belief as to the truth the allegations in Paragraph 33, and therefore deny those allegations.

34. Defendants admit that the quoted text in Paragraph 34 appears at column 40 lines 32-36 of the '720 patent. Defendants deny any remaining allegations in Paragraph 34.

35. Defendants admit that the quoted text in Paragraph 35 appears in the abstract of the '720 patent. Defendants deny any remaining allegations in Paragraph 35.

36. Defendants deny the allegations in Paragraph 36.

United States Patent No. 9,954,922

37. Defendants admit that, according to the face of the '922 patent, it is titled "Method and system for rendering digital content across multiple client devices[,]" it issued on April 24, 2018, and it named as purported inventors John McCue, Robert McCue, Gregory Shostakovsky, and Glenn McCue. Defendants deny any remaining allegations in Paragraph 37.

38. Defendants deny that the '922 patent is valid. The evidence of invalidity in this case overcomes the presumption set forth in 35 U.S.C. § 282. Defendants deny any remaining

allegations in Paragraph 38.

39. Defendants deny the allegations in Paragraph 39.

40. Defendants lack sufficient knowledge or information to form a belief as to the truth the allegations in Paragraph 40, and therefore deny those allegations.

41. Defendants admit that the quoted text in Paragraph 41 appears at column 2 of the ’922 patent. Defendants deny any remaining allegations in Paragraph 41.

42. Defendants admit that the quoted text in Paragraph 42 appears at column 2 lines 46-49 of the ’922 patent. Defendants deny any remaining allegations in Paragraph 42.

43. Defendants deny the allegations in Paragraph 43.

44. Defendants admit that the quoted text in Paragraph 44 appears at column 2 lines 60-63 of the ’922 patent. Defendants deny any remaining allegations in Paragraph 44.

United States Patent No. 10,091,266

45. Defendants admit that, according to the face of the ’266 patent, it is titled “Method and system for rendering digital content across multiple client devices[,]” it issued on October 2, 2018, and it named as purported inventors John McCue, Robert McCue, Gregory Shostakovsky, and Glenn McCue. Defendants deny any remaining allegations in Paragraph 45.

46. Defendants deny that the ’266 patent is valid. The evidence of invalidity in this case overcomes the presumption set forth in 35 U.S.C. § 282. Defendants deny any remaining allegations in Paragraph 46.

47. Defendants deny the allegations in Paragraph 47.

48. Defendants lack sufficient knowledge or information to form a belief as to the truth the allegations in Paragraph 48, and therefore deny those allegations.

49. Defendants admit that the specification of the ’266 patent is similar to the

specification of the ’922 patent. Defendants deny that the patent specifications solve any problems. Defendants deny any remaining allegations in Paragraph 49.

United States Patent No. 10,735,488

50. Defendants admit that, according to the face of the ’488 patent, it is titled “Method of downloading digital content to be rendered[,]” it issued on October 13, 2020, and it named as purported inventors John McCue, Robert McCue, Gregory Shostakovsky, and Glenn McCue. Defendants deny any remaining allegations in Paragraph 50.

51. Defendants deny that the ’488 patent is valid. The evidence of invalidity in this case overcomes the presumption set forth in 35 U.S.C. § 282. Defendants deny any remaining allegations in Paragraph 51.

52. Defendants deny the allegations in Paragraph 52.

53. Defendants lack sufficient knowledge or information to form a belief as to the truth the allegations in Paragraph 53, and therefore deny those allegations.

54. Defendants admit that the quoted text in Paragraph 54, other than the ellipses, appears at column 16 of the ’488 patent. Defendants deny any remaining allegations in Paragraph 54.

55. Defendants admit that the specification of the ’488 patent is similar to the specification of the ’922 patent. Defendants deny that the patent specifications solve any problems. Defendants deny any remaining allegations in Paragraph 55.

BACKGROUND OF THE ALLEGED INVENTIONS

56. Defendants admit that, according to the faces of the Patents-in-Suit, the named inventors are John McCue, Robert McCue, Gregory Shostakovsky, and Glenn McCue. Defendants deny that the McCues or Shostakovsky invented streaming audiobooks or any other “key media

streaming technologies." Defendants lack sufficient knowledge or information to form a belief as to the truth of the remaining allegations in Paragraph 56, and therefore deny those allegations.

57. Defendants deny the allegations in Paragraph 57.

58. Defendants deny that the McCues or Shostakovsky "invented the idea of bookmarking the digital content such that a stream could be paused and played at a later time, even on a different device." Defendants lack sufficient knowledge or information to form a belief as to the truth the remaining allegations in Paragraph 58, and therefore deny those allegations.

59. Defendants admit that Paragraph 59 and Exhibit 5 to the Complaint appear to include a picture of a newspaper. Defendants deny all remaining allegations in Paragraph 59.

ALLEGED CONTACT WITH AMAZON

60. Defendants admit that Amazon.com, Inc. announced its acquisition of Brilliance Audio in May 2007. Defendants deny any remaining allegations in Paragraph 60.

61. Defendants deny the allegations in Paragraph 61. Plaintiff Audio Pod IP, LLC did not exist until 2023.

62. Defendants deny the allegations in Paragraph 62.

63. Defendants deny the allegations in Paragraph 63.

64. Amazon.com, Inc. admits receiving a letter from Audio Pod Inc. in or around January 2013. Defendants deny that Plaintiff Audio Pod IP, LLC sent this letter. Defendants deny any remaining allegations in Paragraph 64.

65. Defendants deny that Plaintiff Audio Pod IP, LLC made any attempt to engage in licensing discussions and therefore deny the allegations in Paragraph 65.

66. Defendants deny the allegations in Paragraph 66.

CLAIMS FOR RELIEF

COUNT I – Alleged Infringement of the '720 patent by Prime Video

67. Defendants incorporate by reference their response to Paragraphs 1 through 66 as if fully set forth herein.

68. Amazon.com, Inc. admits that it has a subsidiary not named as a defendant here that provides Prime Video in the United States. Defendants deny that they make, use, sell, sell access to, import, offer to sell or offer to sell access to Prime Video themselves. Defendants deny the alleged infringement. Defendants deny any remaining allegations in Paragraph 68.

69. Defendants admit that Prime Video is a streaming video service. Defendants admit that Prime Video apps can be used to play streaming video. Defendants deny that Prime Video apps satisfy the claim language set forth in Paragraph 69. The rest of Paragraph 69 contains screenshots purportedly taken from various websites. Defendants deny that these screenshots are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 69.

70. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 70. The rest of Paragraph 70 contains screenshots purportedly taken from various websites, documents, and "Amazon Prime Video running on a web browser on a computer." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 70.

71. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 71. The rest of Paragraph 71 contains screenshots purportedly taken from various websites, documents, and "Amazon Prime Video running on a web browser on a computer." Defendants deny that these are evidence of infringement. Defendants deny any alleged

infringement. Defendants deny any remaining allegations in Paragraph 71.

72. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 72. The rest of Paragraph 72 contains screenshots purportedly taken from "Amazon Prime Video running on a web browser on a computer." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 72.

73. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 73. Defendants admit that Paragraph 73 appears to contain a screenshot from https://www.amazon.com/gp/video/splash/t/getTheApp/ref=atv_dl_rdr#:~:text=After%20you%20download%20the%20app,from%20the%20video%20detail%20page. Defendants deny that this is evidence of infringement. The rest of Paragraph 73 contains screenshots purportedly taken from "Amazon Prime Video running on a web browser on a computer." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 73.

74. Defendants deny the allegations in Paragraph 74.

75. Defendants deny the allegations in Paragraph 75.

COUNT II – Alleged Infringement of the '922 patent by Prime Video

76. Defendants incorporate by reference their response to Paragraphs 1 through 75 as if fully set forth herein.

77. Amazon.com, Inc. admits that it has a subsidiary not named as a defendant here that provides Prime Video in the United States. Defendants deny that they make, use, sell, sell access to, import, offer to sell or offer to sell access to Prime Video themselves. Defendants deny the alleged infringement. Defendants deny any remaining allegations in Paragraph 77.

78. Defendants deny that Prime Video satisfies the claim language recited in Paragraph 78. The rest of Paragraph 78 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 78.

79. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 79. The rest of Paragraph 79 contains screenshots purportedly taken from various websites and "during product testing." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 79.

80. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 80. The rest of Paragraph 80 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 80.

81. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 81. The rest of Paragraph 81 contains screenshots purportedly taken "during product testing" and from https://aws.amazon.com/blogs/media/lower-latency-with-aws-elemental-mediastore-chunked-object-transfer/. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 81.

82. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 82. The rest of Paragraph 82 contains a screenshot purportedly taken "during product testing." Defendants deny that this is evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 82.

83. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 83. The rest of Paragraph 83 contains screenshots purportedly taken "during product testing." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 83.

84. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 84. The rest of Paragraph 84 contains screenshots purportedly taken from various websites and "during product testing." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 84.

85. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 85. The rest of Paragraph 85 contains a screenshot purportedly taken from https://citizenside.com/entertainment/how-to-watch-tv-with-amazon-prime/. Defendants deny that this is evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 85.

86. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 86. The rest of Paragraph 86 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 86.

87. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 87. The rest of Paragraph 87 contains screenshots purportedly taken from various websites and "during product testing." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 87.

88. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 88. The rest of Paragraph 88 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 88.

89. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 89. The rest of Paragraph 89 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 89.

90. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 90. The rest of Paragraph 90 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 90.

91. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 91. The rest of Paragraph 91 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 91.

92. Defendants deny the allegations in Paragraph 92.

93. Defendants deny the allegations in Paragraph 93.

COUNT III – Alleged Infringement of the ’266 patent by Prime Video

94. Defendants incorporate by reference its response to Paragraphs 1 through 93 as if fully set forth herein.

95. Amazon.com, Inc. admits that it has a subsidiary not named as a defendant here that provides Prime Video in the United States. Defendants deny that they make, use, sell, sell

access to, import, offer to sell or offer to sell access to Prime Video themselves. Defendants deny the alleged infringement. Defendants deny any remaining allegations in Paragraph 95.

96. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 96. The rest of Paragraph 96 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 96.

97. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 97. The rest of Paragraph 97 contains screenshots purportedly taken "during product testing" and from https://aws.amazon.com/blogs/media/lower-latency-with-aws-elemental-mediastore-chunked-object-transfer/. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 97.

98. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 98. The rest of Paragraph 98 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 98.

99. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 99. The rest of Paragraph 99 contains screenshots purportedly taken "during product testing." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 99.

100. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 100. The rest of Paragraph 100 contains screenshots purportedly taken from various websites and "during product testing." Defendants deny that these are evidence of infringement.

Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 100.

101. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 101. The rest of Paragraph 101 contains screenshots purportedly taken from various websites and "during product testing." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 101.

102. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 102. The rest of Paragraph 102 contains screenshots purportedly taken "during product testing" and from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 102.

103. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 103. The rest of Paragraph 103 contains screenshots purportedly taken from https://aws.amazon.com/blogs/media/lower-latency-with-aws-elemental-mediastore-chunked-object-transfer/. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 103.

104. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 104. The rest of Paragraph 104 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 104.

105. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 105. The rest of Paragraph 105 contains screenshots purportedly taken from

https://aws.amazon.com/blogs/media/lower-latency-with-aws-elemental-mediastore-chunked-object-transfer/. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 105.

106. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 106. The rest of Paragraph 106 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 106.

107. Defendants deny the allegations in Paragraph 107.

108. Defendants deny the allegations in Paragraph 108.

COUNT IV – Alleged Infringement of the '488 patent by Prime Video

109. Defendants incorporate by reference its response to Paragraphs 1 through 108 as if fully set forth herein.

110. Amazon.com, Inc. admits that it has a subsidiary not named as a defendant here that provides Prime Video in the United States. Defendants deny that they make, use, sell, sell access to, import, offer to sell or offer to sell access to Prime Video themselves. Defendants deny the alleged infringement. Defendants deny any remaining allegations in Paragraph 110.

111. Defendants admit that at least one Prime Video app downloads digital content that is subsequently rendered. The rest of Paragraph 111 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 111.

112. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 112. The rest of Paragraph 112 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged

infringement. Defendants deny any remaining allegations in Paragraph 112.

113. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 113. The rest of Paragraph 113 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 113.

114. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 114. The rest of Paragraph 114 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 114.

115. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 115. The rest of Paragraph 115 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 115.

116. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 116. The rest of Paragraph 116 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 116.

117. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 117. The rest of Paragraph 117 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 117.

118. Defendants deny that Prime Video satisfies the claim limitations recited in Paragraph 118. The rest of Paragraph 118 contains screenshots purportedly taken from various

websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 118.

119. Defendants deny the allegations in Paragraph 119.

120. Defendants deny the allegations in Paragraph 120.

COUNT V – Alleged Infringement of the '922 patent by Prime Music

121. Defendants incorporate by reference their response to Paragraphs 1 through 120 as if fully set forth herein.

122. Amazon.com, Inc. admits that it has a subsidiary not named as a defendant here that provides Amazon Music in the United States. Defendants deny that they make, use, sell, sell access to, import, offer to sell or offer to sell access to Amazon Music (or "Prime Music") themselves. Defendants deny the alleged infringement. Defendants deny any remaining allegations in Paragraph 122.

123. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations recited in Paragraph 123. The rest of Paragraph 123 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 123.

124. Defendants admit that Amazon Music uses portions of the MPEG-DASH standard to deliver music to some devices. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations recited in Paragraph 123. The rest of Paragraph 124 contains screenshots purportedly taken from various websites and "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any

remaining allegations in Paragraph 124.

125. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 125. The rest of Paragraph 125 contains screenshots purportedly taken from various websites and "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 125.

126. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 126. The rest of Paragraph 126 contains screenshots purportedly taken from https://robots.net/tech/why-is-amazon-music-using-so-much-data/#google_vignette and "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 126.

127. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 127. The rest of Paragraph 127 contains screenshots purportedly taken "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 127.

128. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 128. The rest of Paragraph 128 contains screenshots purportedly taken "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 128.

129. Defendants admit that Amazon Music running in a web browser on a desktop computer allows a user to resume listening to a podcast episode at a point where the user left off on a different device. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 129. The rest of Paragraph 129 contains screenshots purportedly taken from https://www.amazon.com/gp/help/customer/display.html?nodeId=GA3WMK9TWFN8PEK8 and "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 129.

130. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 130. The rest of Paragraph 130 contains screenshots purportedly taken from various websites and "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 130.

131. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 131. The rest of Paragraph 131 contains screenshots purportedly taken from various websites and "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 131.

132. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 132. The rest

of Paragraph 132 contains screenshots purportedly taken from https://robots.net/tech/why-is-amazon-music-using-so-much-data/#google_vignette and "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 132.

133. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 133. The rest of Paragraph 133 contains screenshots purportedly taken from various websites, "during product testing of Amazon Music[,]" and "during network analysis of Amazon Music." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 133.

134. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 134. The rest of Paragraph 134 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 134.

135. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 135. The rest of Paragraph 135 contains screenshots purportedly taken from various websites and "during network analysis of Amazon Music." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 135.

136. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 136. The rest

of Paragraph 136 contains screenshots purportedly taken from various websites and "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 136.

137. Defendants deny the allegations in Paragraph 137.

138. Defendants deny the allegations in Paragraph 138.

COUNT VI – Alleged Infringement of the '266 patent by Prime Music

139. Defendants incorporate by reference their response to Paragraphs 1 through 138 as if fully set forth herein.

140. Amazon.com, Inc. admits that it has a subsidiary not named as a defendant here that provides Amazon Music in the United States. Defendants deny that they make, use, sell, sell access to, import, offer to sell or offer to sell access to Amazon Music (or "Prime Music") themselves. Defendants deny the alleged infringement. Defendants deny any remaining allegations in Paragraph 140.

141. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 141. The rest of Paragraph 141 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 141.

142. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 142. The rest of Paragraph 142 contains screenshots purportedly taken from https://robots.net/tech/why-is-amazon-music-using-so-much-data/#google_vignette, "during product testing of Amazon

Music[,]" and "during network analysis of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 142.

143. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 143. The rest of Paragraph 143 contains screenshots purportedly taken from various websites and "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 143.

144. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 144. The rest of Paragraph 144 contains screenshots purportedly taken "during product testing of Amazon Music" and "during product." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 144.

145. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 145. The rest of Paragraph 145 contains screenshots purportedly taken "during product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 145.

146. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 146. The rest of Paragraph 146 contains screenshots purportedly taken from various websites and "during

product testing of Amazon Music[.]" Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 146.

147. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 147. The rest of Paragraph 147 contains screenshots purportedly taken from various websites, "during product testing of Amazon Music[,]" and "during network analysis of Amazon Music." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 147.

148. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 148. The rest of Paragraph 148 contains screenshots purportedly taken from various websites, "during product testing of Amazon Music[,]" and "during network analysis of Amazon Music." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 148.

149. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 149. The rest of Paragraph 149 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 149.

150. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 150. The rest of Paragraph 150 contains screenshots purportedly taken from various websites, "during product

testing of Amazon Music[,]" and "during network analysis of Amazon Music." Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 150.

151. Defendants deny that the products listed in Paragraph 15 of Plaintiff's complaint (which purports to define "Prime Music") satisfy the claim limitations in Paragraph 151. The rest of Paragraph 151 contains screenshots purportedly taken from various websites. Defendants deny that these are evidence of infringement. Defendants deny any alleged infringement. Defendants deny any remaining allegations in Paragraph 151.

152. Defendants deny the allegations in Paragraph 152.

153. Defendants deny the allegations in Paragraph 153.

JURY DEMAND

154. Defendants request a trial by jury on all issues so triable.

RESPONSE TO PRAYER FOR RELIEF

Defendants deny that Plaintiff is entitled to the relief it seeks in the Complaint, including in its Prayer for Relief, or any other relief. Defendants deny each and every allegation in the Complaint's Prayer for Relief. Defendants deny each allegation in the Complaint not specifically admitted above.

DEFENSES

Without prejudice to the denials set forth in their responses to Paragraphs 1 through 154 of the Complaint, and without undertaking any of the burdens imposed by law on Plaintiff, Defendants assert the following separate defenses to the Complaint. Defendants expressly reserve the right to allege additional defenses as they become known through the course of discovery.

FIRST DEFENSE

NON-INFRINGEMENT OF THE ’720 PATENT

Defendants do not infringe, induce infringement of, and/or contribute to the infringement of any valid, enforceable claim of the ’720 patent, either literally or under the doctrine of equivalents and are not liable for any infringement.

SECOND DEFENSE

INVALIDITY OF THE ’720 PATENT

One or more claims of the ’720 patent is invalid for failure to comply with one or more of the conditions set forth in Title 35 of the United States Code, including, without limitation, the requirements of 35 U.S.C. §§ 101, 102, 103, and/or 112, and/or obviousness-type double patenting, and/or in view of the defenses recognized in 35 U.S.C. § 282(b), and/or any other judicially created bases for invalidity or unenforceability.

THIRD DEFENSE

NON-INFRINGEMENT OF THE ’922 PATENT

Defendants do not infringe, induce infringement of, and/or contribute to the infringement of any valid, enforceable claim of the ’922 patent, either literally or under the doctrine of equivalents and are not liable for any infringement.

FOURTH DEFENSE

INVALIDITY OF THE ’922 PATENT

One or more claims of the ’922 patent is invalid for failure to comply with one or more of the conditions set forth in Title 35 of the United States Code, including, without limitation, the

requirements of 35 U.S.C. §§ 101, 102, 103, and/or 112, and/or obviousness-type double patenting, and/or in view of the defenses recognized in 35 U.S.C. § 282(b), and/or any other judicially created bases for invalidity or unenforceability.

FIFTH DEFENSE

NON-INFRINGEMENT OF THE ’266 PATENT

Defendants do not infringe, induce infringement of, and/or contribute to the infringement of any valid, enforceable claim of the ’266 patent, either literally or under the doctrine of equivalents and are not liable for any infringement.

SIXTH DEFENSE

INVALIDITY OF THE ’266 PATENT

One or more claims of the ’266 patent is invalid for failure to comply with one or more of the conditions set forth in Title 35 of the United States Code, including, without limitation, the requirements of 35 U.S.C. §§ 101, 102, 103, and/or 112, and/or obviousness-type double patenting, and/or in view of the defenses recognized in 35 U.S.C. § 282(b), and/or any other judicially created bases for invalidity or unenforceability.

SEVENTH DEFENSE

NON-INFRINGEMENT OF THE ’488 PATENT

Defendants do not infringe, induce infringement of, and/or contribute to the infringement of any valid, enforceable claim of the ’488 patent, either literally or under the doctrine of equivalents and are not liable for any infringement.

EIGHTH DEFENSE

INVALIDITY OF THE ’488 PATENT

One or more claims of the ’488 patent is invalid for failure to comply with one or more of the conditions set forth in Title 35 of the United States Code, including, without limitation, the requirements of 35 U.S.C. §§ 101, 102, 103, and/or 112, and/or obviousness-type double patenting, and/or in view of the defenses recognized in 35 U.S.C. § 282(b), and/or any other judicially created bases for invalidity or unenforceability.

NINTH DEFENSE

PROSECUTION HISTORY ESTOPPEL/DISCLAIMER

Plaintiff’s claims are barred in whole or in part by the doctrines of prosecution history estoppel and/or prosecution disclaimer due to admissions, amendments, arguments, and/or other representations made to the United States Patent and Trademark Office during the prosecution of the applications leading to the issuance of, or related to, the Patents-in-Suit.

TENTH DEFENSE

UNAVAILABILITY OF INJUNCTIVE RELIEF

Plaintiff is not entitled to injunctive relief, as a matter of law, and cannot satisfy the requirements applicable to injunctive relief in any form.

ELEVENTH DEFENSE

LIMITATION ON DAMAGES AND COSTS

Plaintiff's claim for damages is barred, in whole or in part, by 35 U.S.C. §§ 286 or 287. Because claims of the Patents-in-Suit are invalid, Plaintiff is barred from recovering costs by 35 U.S.C. § 288.

TWELFTH DEFENSE

NOT AN EXCEPTIONAL CASE

Plaintiff is not entitled to a finding that this case is exceptional or to attorneys' fees under 35 U.S.C. § 285, or pursuant to this Court's inherent power.

THIRTEENTH DEFENSE

EQUITABLE DEFENSES

Plaintiff's claims are barred or limited in whole or in part by equitable defenses, including waiver, estoppel, implied license, and/or unclean hands.

FOURTEENTH DEFENSE

INEQUITABLE CONDUCT

The '720 patent is unenforceable due to inequitable conduct. During prosecution of the '720 patent, the applicant failed to disclose a material prior art reference: EP1463258 ("Lindahl"). The applicant was aware of Lindahl because it was cited against the applicant's European patent application (EP1961154) in the same patent family as the '720 patent. This European application included claims that shared several limitations with claims of the '720 patent. Lindahl was material to the claims of the '720 patent for the same reasons that the European patent

examiner determined it was material to the claims of the European application. The European examiner's rejection based on Lindahl issued on February 10, 2016.

The European application never issued as a patent. Following the rejection based on Lindahl, the applicant amended all of the independent claims in the European application to require that a media player "reproduce an experience of a contiguous audio stream without reconstructing the audio stream." The applicant argued that these amendments made the claims patentable over Lindahl. However, the applicant abandoned the European application before the European examiner considered this argument.

The applicant's U.S. patent agent, Neil Teitelbaum (USPTO Registration No. 38,793) ("Agent") became aware of Lindahl's materiality after it was cited against the European application. Confirming that Agent became aware of Lindahl and recognized its materiality, Agent disclosed Lindahl in Information Disclosure Statements he submitted to the USPTO during prosecution of patents in the same family as the '720 patent (namely, U.S. Patent Nos. 9,729,907, 10,091,266, 9,954,922, 10,735,488, and 10,805,111). But Agent failed to disclose Lindahl during prosecution of the '720 patent itself.

On information and belief, Agent's failure to disclose Lindahl was perpetrated with specific intent to deceive because Agent recognized that the '720 patent would not issue if Agent disclosed Lindahl to the U.S. examiner. Notably, the limitation that was offered to distinguish Lindahl in European prosecution is recited in certain dependent claims of the '720 patent, but Agent never amended the independent claims of the '720 patent to recite this limitation. Agent submitted the issue fee payment for the '720 patent on March 7, 2016—weeks after Lindahl's materiality became apparent based on the European rejection. But Agent failed to disclose Lindahl to the U.S. examiner at that time.

PRAYER FOR RELIEF

Defendants specifically request the following relief:

a. A judgement in favor of Defendants denying Plaintiff all relief requested in its Complaint and dismissing its Complaint with prejudice;

b. A judgment that Defendants have not infringed, do not infringe, do not induce infringement of, and do not contribute to the infringement of any valid and enforceable claim of the ’720 patent;

c. A judgment that all claims of the ’720 patent are invalid;

d. A judgment that all claims of the ’720 patent are unenforceable due to inequitable conduct;

e. A judgment that Defendants have not infringed, do not infringe, do not induce infringement of, and do not contribute to the infringement of any valid and enforceable claim of the ’922 patent;

f. A judgment that all claims of the ’922 patent are invalid;

g. A judgment that Defendants have not infringed, do not infringe, do not induce infringement of, and do not contribute to the infringement of any valid and enforceable claim of the ’266 patent;

h. A judgment that all claims of the ’266 patent are invalid;

i. A judgment that Defendants have not infringed, do not infringe, do not induce infringement of, and do not contribute to the infringement of any valid and enforceable claim of the ’488 patent;

j. A judgment that all claims of the ’488 patent are invalid;

k. A judgment that Defendants have not infringed any patent rights of Plaintiff, and that they are authorized to make, use, sell, offer for sale, import, and otherwise provide all products and services that Plaintiff has accused of infringement;

l. A judgment that this action is an exceptional case within the meaning of 35 U.S.C. § 285 and that Defendants are entitled to recover its reasonable attorneys’ fees upon prevailing in this action;

m. That Defendants be awarded costs, attorneys’ fees, and other relief, both legal and equitable, to which they are justly entitled; and

n. That Defendants be awarded such other and further relief as is just and proper.

Respectfully submitted,

Dated: March 28, 2025

By: */s/ William R. Poynter*

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CERTIFICATE OF SERVICE

I hereby certify that on March 28, 2025, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will then send notification of such filing (NEF) to all counsel of record.

By: *<u>/s/ William R. Poynter</u>*

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