

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

IMAGINEAR, INC. and IMAGINE AR, INC.,

Plaintiffs,

v.

NIANTIC, INC.,

Defendant.

C.A. No.: 24-cv-01252-JDW

**DEFENDANT NIANTIC, INC.'S RESPONSES AND OBJECTIONS TO PLAINTIFFS'
THIRD SET OF INTERROGATORIES (NOS. 15-16)**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and the Local Rules for the District of Delaware, Defendant Niantic, Inc. (“Niantic” or “Defendant”) by an officer or agent, hereby provides its objections and responses to ImagineAR, Inc. and Imagine AR, Inc.’s (collectively, “ImagineAR” or “Plaintiffs”) Third Set of Interrogatories to Defendant (Nos. 15-16) served on August 15, 2025, as follows:

PRELIMINARY STATEMENT

1. Niantic’s responses to these interrogatories are made to the best of its current knowledge, information, and belief. Niantic’s responses are at all times subject to such additional or different information that discovery or further investigation may disclose.

2. Niantic reserves all objections or other questions as to the competency, relevancy, materiality, privilege, or admissibility of evidence in any subsequent proceeding or in the evidentiary hearing or trial of this or any other action for any purpose whatsoever of its responses to these interrogatories and any information and documents provided in response to these interrogatories.

3. Niantic reserves the right to object on any ground at any time to such other or additional interrogatories as may at any time be propounded in this Case.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

Niantic makes the following objections to ImagineAR's interrogatories, which apply to each interrogatory regardless of whether the objections are specifically incorporated in the specific objections and responses below. Niantic's specific responses are subject to and without waiver of the following objections:

1. Niantic objects to the Definitions and Instructions to the extent they purport to impose any obligations on Niantic beyond those required by the Federal Rules of Civil Procedure, the Local Rules of this Court, or any governing case law, and thus seek to impose undue burden and expense on Niantic.

2. Niantic objects to ImagineAR's proposed definition for "Niantic" (and derivative definitions for "You" and "Your") as overly broad, unduly burdensome, vague, ambiguous, and to the extent it calls for legal conclusions because it purports to extend to "all of their corporate locations, and all predecessors, successors, subsidiaries, parents, assignees, assignors, and affiliates, and all past or present directors, officers, shareholders, agents, representatives, employees, consultants, attorneys, accountants, entities acting in joint venture or partnership with or having investment relationships with Niantic and others acting in cooperation with or on behalf of Niantic." Niantic shall define "Niantic," "You," and "Your" to mean Niantic, Inc.

3. Niantic objects to ImagineAR's proposed definition for "document" and "documents" as overly broad, unduly burdensome, vague, and ambiguous to the extent ImagineAR purports to expand the scope of this term beyond its meaning under the Federal Rule of Civil Procedure 34. Niantic will define this term consistent with its use under Federal Rule of Civil Procedure 34.

4. Niantic objects to ImagineAR's proposed definition for "Person" as overly broad, vague, ambiguous, and to the extent it calls for legal conclusions.

5. Niantic objects to ImagineAR's proposed definition for "Patents-in-Suit" as overly broad, unduly burdensome, vague, and ambiguous to the extent it purports to include patents that are not asserted against Niantic and are therefore not relevant to any claims or defenses in this Case. Niantic further objects to the extent this definition purports to include patents the Court has held invalid. Niantic shall define "Patents-in-Suit" and/or "Asserted Patents" as U.S. Patent Nos. 10,946,284 ("the '284 patent"); 11,484,797 ("the '797 patent"); 11,666,827 ("the '827 patent"); and 12,070,691 ("the '691 patent").

6. Niantic objects to ImagineAR's proposed definition for "Accused Products" as overly broad, unduly burdensome, vague, and ambiguous to the extent it purports to include Niantic products that are not alleged to infringe the Patents-in-Suit and are therefore not relevant to any claims or defenses in this Case. Niantic shall define "Accused Products" as those that Niantic currently understands to be accused of infringing the Patents-in-Suit in this Case based on those products identified in ImagineAR's Initial Infringement Contentions, served August 1, 2025.

7. Niantic objects to ImagineAR's proposed definition for "Related Litigations" as overly broad, unduly burdensome, vague, and ambiguous to the extent it includes information regarding cases and legal activity beyond this Case that are not relevant to the claims and defenses in this Case. Niantic also objects to this definition as overly broad, unduly burdensome, vague, and ambiguous to the extent it encompasses litigation, legal action, and related information outside Niantic's possession, custody, or control. Niantic also objects to the extent this definition would require production of materials or information in other cases that are subject to protective orders and/or other confidentiality provisions that preclude their being produced here.

8. Niantic objects to ImagineAR's proposed definition for "The Asserted Claims" as overly broad, unduly burdensome, vague, and ambiguous to the extent it includes claims of patents the Court has held invalid. Niantic shall define "The Asserted Claims" to include claims of the Patents-in-Suit asserted in ImagineAR's Initial Infringement Contentions, served August 1, 2025.

9. Niantic objects to ImagineAR's proposed definition for "Nintendo" as overly broad, unduly burdensome, vague, and ambiguous to the extent it purports to include "all of their corporate locations, and all predecessors, successors, subsidiaries, parents, assignees, assignors, and affiliates, and all past or present directors, officers, shareholders, agents, representatives, employees, consultants, attorneys, accountants, entities acting in joint venture or partnership with or having investment relationships with Nintendo and others acting in cooperation with or on behalf of Nintendo."

10. Niantic objects to ImagineAR's Instruction No. 2 to the extent it calls for the production of information outside Niantic's possession, custody, or control. Niantic further objects to Instruction No. 2 to the extent it calls for information protected by privilege, including attorney-client privilege, attorney work product, common interest privilege, or any other applicable privilege.

11. Niantic objects to Instruction Nos. 3–9 overly broad, unduly burdensome, vague, and ambiguous to the extent they demand information or response outside the requirements of the Federal Rules of Civil Procedure. As one nonlimiting example, Instruction No. 9 demands a log of any information withheld "based on any ground," regardless of whether the information was nonresponsive to ImagineAR's interrogatory or not relevant to the claims or defenses in the Case.

SPECIFIC OBJECTIONS AND RESPONSES TO INTERROGATORIES

Subject to and without waiving or limiting in any manner any of the foregoing Preliminary Statement or Objections to Definitions and Instructions, but rather incorporating them into each of

the following responses to the extent applicable, Niantic responds to these interrogatories as follows:

INTERROGATORIES

INTERROGATORY NO. 15:

For each Asserted Claim and each Accused Product identified in Plaintiffs' infringement contentions, identify on an Asserted Claim-by-Asserted Claim basis all claim limitations or elements You admit or do not dispute are present in the Accused Products, and all claim limitations or elements You contend are absent from the Accused Products, setting forth in detail the basis for any contention that a limitation or element is absent, including any specific evidence that You assert proves or demonstrates that a particular claim limitation or element is not present in any Accused Product.

RESPONSE TO INTERROGATORY NO. 15:

Niantic incorporates the Preliminary Statement and Objections to Definitions and Instructions set forth above. Niantic objects to the terms "basis for," "present," and "absent" as overly broad, unduly burdensome, vague, and ambiguous, and to the extent they call for legal conclusions. Niantic shall define the terms consistent with its Objections to Definitions above and/or consistent with their ordinary meanings. Niantic further objects to this Interrogatory to the extent the burden or expense of the proposed discovery outweighs its likely benefit to the Case. Niantic further objects to this request to the extent that it constitutes a premature request for expert opinions. Niantic further objects to this request to the extent it calls for information and documents subject to contractual or other confidentiality obligations. Niantic further objects to this Interrogatory as overbroad, unduly burdensome, not proportional to the needs of the case, and unintelligible to the extent the Interrogatory seeks responses as to each Asserted Claim for each Accused Product, when Plaintiffs' infringement contentions do not accuse each Accused Product of infringing each Asserted Claim. Further, Plaintiffs' infringement contentions are unclear as to which products are accused of infringing each Asserted Claim, requiring Niantic to speculate as to which claims and products are included within the scope of this Interrogatory. Plaintiffs'

infringement contentions further fail to adequately disclose Plaintiffs' infringement theories or interpretations of the limitations of the Asserted Claims, leaving Niantic to speculate as to how the Asserted Claims may or may not be present in the Accused Products under Plaintiffs' infringement theories. It is not Niantic's burden to suggest infringement theories to Plaintiffs; Niantic will respond only to the extent it understands the infringement theories articulated in Plaintiffs' infringement contentions. Niantic further objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, the common interest doctrine, or any other applicable privilege or immunity; such information will not be provided in response to this interrogatory, and any inadvertent disclosure or production will not be deemed a waiver of any privilege or work product protection.

Subject to and without waiving the foregoing objections, and to the extent Niantic understands this Interrogatory, Niantic responds as follows:

Niantic does not infringe any of the asserted claims of the Asserted Patents, which Niantic understands to be only the '284, '797, '827, and '691 Patents (the "Location Patents"), which each include substantively identical claims to one another. As set forth in Niantic's preliminary invalidity contentions, the Asserted Patents are invalid under 35 U.S.C. § 101 *et seq.* As such, Niantic cannot be found to infringe invalid claims.

Niantic's response is based on the accusations that Plaintiffs have presented in their infringement contentions, served on August 1, 2025; those infringement contentions are deficient and fail to identify which elements of the Accused Products allegedly perform the claimed functionality of the Asserted Claims. Considering this lack of detail, Niantic does not understand Plaintiffs' theory of infringement. Niantic is providing its Responses to the best of its ability and

reserves the right to supplement its Response, should Plaintiffs provide a theory that differs from Niantic's understanding.

Niantic's analysis of Plaintiffs' deficient infringement contentions is ongoing, but Niantic identifies at least the following deficiencies in Plaintiffs' contentions below, each of which provides a reason that Niantic does not infringe the asserted claims of the Asserted Patents. For the purposes of this Response, Niantic rebuts Plaintiffs' allegations that Niantic's Accused Products infringe each asserted claim in this action. Niantic does not address unasserted claims herein, but reserves the right to amend its Response if Plaintiffs asserts additional claims at a later time.

Plaintiffs never demonstrate that any of the Accused Products meet the limitation "actuating the corresponding local element script in the video game while the player is interacting with the video game and the player's real world player geographic location is not represented by another player and not actuating the corresponding local element script when the player's real world player geographic location is represented by another player." *See, e.g.,* Inf. Cont., Ex. D, p. 31-38. At best, Plaintiff appears to point to ways for players to interact with one another, but Plaintiff never explains how content actuates "while . . . the player's real world player geographic location is not represented by another player" or not actuating "when the player's real world player geographic location is represented by another player." For example:

- For Pokémon GO, Plaintiffs' contentions merely state that players can "walk to collect items," "battle other trainers," "contribute to a rolling series of Party Challenges," "have a shared in-game experience," or "participate in the raid battle," but nowhere do Plaintiffs identify anything related to a player's location being represented by another player (or not) and actuating a script in response. *Id.*, p. 31-32.
- For Pikmin Bloom, Plaintiffs' contentions merely identify that "Big Flowers and mushrooms" can be interacted with and are viewable on a map. *Id.*, p. 32.
- For Peridot, Plaintiffs' contentions merely say "[w]hen you visit a habitat, the game registers your presence there," players "can leave their Peridots at a habitat," and "the game stores the location of the habitat." *Id.*, p. 33.

- For Skatrix, Plaintiffs' contentions merely state that players can interact with points of interest on a map. *Id.*, 34.
- For Monster Hunter: Now, Plaintiffs' contentions merely state that players fight monsters based on location. *Id.*, 34-36.
- And for HP:WU, Plaintiffs' contentions merely state that players interact with content based on their location. *Id.*, 36-38.

Moreover, the Location Patents require the player has “a virtual character with a virtual character statistic in which a player in a real world player geographic location interacts with the video game” and “modifying the virtual character statistic of the player’s virtual character.” Plaintiffs do not demonstrate the use of a “player character” whose “virtual statistics” are modified, pointing instead to other characters, or modifying values that are not “virtual character statistics.” For example:

- For Pokémon GO, Plaintiffs identify a virtual character that represents the player, but then they point to changing a *Pokémon*'s values, not the values of that player character. *Id.*, p. 8, 21-23 (“party battles increases attacks in battles”), 39-40.
- For Pikmin Bloom, Plaintiffs identify a virtual character that represents the player, but then they point to changing a *Pikmin*'s values, not the values of that player character. *Id.*, 9-11, 23-25 (“A Pikmin’s friendship level can be increased by feeding it nectar”), 40-43.
- For Peridot, Plaintiffs do not identify a virtual character that represents the player, such that there are no “virtual character statistics” to be modified. *Id.*, 12, 25-27, 43-46.
- For Skatrix, Plaintiffs identify a virtual character that represents the player, but they only point to a Player’s ability to earn “points and experience,” not virtual character statistics of the player’s character. *Id.*, 12-13, 28-29, 46-48.
- For Monster Hunter: Now, Plaintiffs identify a virtual character that represents the player, but they only point to a player losing health in battles, not modifying virtual character statistics of the player’s character. *Id.*, 14-15, 29-30, 48-50.
- For Harry Potter: Wizards Unite, Plaintiffs identify a virtual character that represents the player, but they only point to the “health, spell effectiveness, potion, and spell energy,” not virtual character statistics of the player’s character. *Id.*, 15-16, 30-31, 50-51.

These deficiencies are exemplary and confirm the Accused Products do not infringe any Asserted Claims of the Location Patents. Niantic reserves the right to supplement why it does not infringe, including when the Plaintiffs agree to narrow their claims to a reasonable scope.

Niantic’s discovery, investigation, and analysis are ongoing. Niantic reserves the right to supplement or amend this response as necessary, and in accordance with the Federal Rules of Civil Procedure and applicable Local Rules and orders of the Court, in light of any additional

items of evidence, fact witness testimony, expert witness evidence, additional discovery, future rules from the Court, and/or any amendments or supplements to the pleadings or Plaintiffs' infringement contentions. In particular, Niantic anticipates that its noninfringement theories will be fully described in an expert report, to be served in accordance with the Court's Scheduling Order, and that report is incorporated by reference herein.

INTERROGATORY NO. 16:

Identify each verbal or written communication and/or meeting Niantic or Niantic's counsel has had with any person or entity, including but not limited to internal communications and meetings as well as communications and meetings with patent brokers; patent acquisition entities; patent licensing entities; Inflexion Point Strategies; Ron Laurie; ronlaurie@ip-strategy.com; Extreme Venture Partners; Shaun McDonald; shaun@extremevp.com; WiLAN, Inc.; James (Jim) Skippen; jskippen@wilan.com; XMG Studio, Inc.; 2343127 Ontario; Imagination Park Technologies; or the Named Inventors, relating to the Patents-in-Suit; and for each such communication or meeting, identify the date of the communication or meeting, each entity, person, patent, and/or patent application such communication or meeting included, addressed, or concerned, and any documents relating to such communication or meeting.

RESPONSE TO INTERROGATORY NO. 16:

Niantic incorporates the Preliminary Statement and Objections to Definitions and Instructions set forth above. Niantic objects to the terms "meeting," "person," "entity," "internal," "patent brokers," "patent acquisition entities," "patent licensing entities," "included," "addressed," "concerned," and "relating to" as overly broad, unduly burdensome, vague, and ambiguous, and to the extent they call for legal conclusions. Niantic shall define the terms consistent with its Objections to Definitions above and/or consistent with their ordinary meanings. Niantic further objects to this Interrogatory to the extent the burden or expense of the proposed discovery outweighs its likely benefit to the Case. Niantic objects to this request as overbroad and unduly burdensome to the extent it lacks any boundaries as to time or geographic scope. Niantic further objects to this request to the extent it calls for information and documents subject to contractual or other confidentiality obligations. Niantic further objects to this Interrogatory to the extent that it

seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, the common interest doctrine, or any other applicable privilege or immunity; such information will not be provided in response to this interrogatory, and any inadvertent disclosure or production will not be deemed a waiver of any privilege or work product protection.

Subject to and without waiving the foregoing objections, and to the extent Niantic understands this Interrogatory, Niantic responds as follows:

Niantic is unaware of any such communications or meetings.

Niantic's investigation is ongoing. Niantic accordingly reserves the right to further supplement and/or amend this response as Niantic continues to review and receive documents and other relevant information, as Niantic's understanding of the issues in this Case progresses, as ImagineAR articulates its contentions, and in accordance with the Federal Rules of Civil Procedure and the Local Rules of this Court.

OF COUNSEL:

Sarah E. Piepmeier
Nathan Sabri
Perkins Coie LLP
505 Howard Street, Suite 1000
San Francisco, California 94105-3204
(415) 344-7000
SPiepmeier@perkinscoie.com
NSabri@perkinscoie.com

Andrew Ohlert
Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
(206) 359-3058
AOhlert@perkinscoie.com

Abigail Gardner
Perkins Coie LLP
11452 El Camino Real, Suite 300
San Diego, CA 92130-2080
(858) 284-5510
AGardner@perkinscoie.com

Matt Lutz
Perkins Coie LLP
2525 E. Camelback Road, Suite 500
Phoenix, AZ 85016
(602) 351-8068
MLutz@perkinscoie.com

/s/ Kelly E. Farnan

Kelly E. Farnan (#4395)
Sara M. Metzler (#6509)
Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801
(302) 651-7700
farnan@rlf.com
metzler@rlf.com

Attorneys for Defendant Niantic, Inc.

Dated: September 15, 2025

CERTIFICATE OF SERVICE

I hereby certify that on September 15, 2025, true and correct copies of the foregoing document were caused to be served on the following counsel of record as indicated:

BY E-MAIL

Renée Mosley Delcollo
Greenberg Traurig, LLP
222 Delaware Avenue, Ste. 1600
Wilmington, DE 19801

BY E-MAIL

James J. Lukas, Jr.
Matthew S. Levinstein
Sean Patchin, Jr.
Patrick J. Owens
Greenberg Traurig, LLP
360 North Green Street
Suite 1300
Chicago, IL 60607

BY E-MAIL

Benjamin P. Gilford
Greenberg Traurig, LLP
90 South 7th St., Ste. 3500
Minneapolis, MN 55402

BY E-MAIL

Erik M. Bokar
Greenberg Traurig, PA
450 S. Orange Avenue, Ste. 650
Orlando, FL 32801

/s/ Sara M. Metzler

Sara M. Metzler (#6509)